Archived by the U.S. GOVERNMENT INFORMATION GPO

federal register

FRIDAY, DECEMBER 1, 1972

WASHINGTON, D.C.

Volume 37 ■ Number 232

Pages 25479–25691

PART I

(Part II begins on page 25601)

HIGHLIGHTS OF THIS ISSUE

This listing does not affect the legal status of any document published in this issue. Detailed table of contents appears inside.

MOTOR VEHICLE SAFETY STANDARDS—
DoT proposal for temporary exemptions; comments by 1–5–73 25533
DoT proposal to amend test procedures relating to bulbs; comments by 2–1–73 25535

SECURITIES CREDIT TRANSACTIONS—FRS proposes to clarify 90 day restriction in special cash accounts and to shorten the time allowed for payment against delivery cash transactions (2 documents); comments by 12–22–72 ..... 25547, 25548

WATCH REQUIREMENT EXEMPTIONS—FCC amendments relating to limited coast stations at temporary locations and uses of VHF radio installations on compulsory equipped vessels (2 documents) 25520

BANKS AND BANKING—FRS miscellaneous regulations relating to net profits 25486

SPECIAL MILK PROGRAM FOR CHILDREN—USDA regulations on milk assistance funds for fiscal year 1973 25496

NEW ANIMAL DRUGS—FDA notice of opportunity for hearing on proposal to withdraw approval of megasul; comments within 30 days 25560

AIRWORTHINESS CERTIFICATES—
FAA amends regulations regarding revised certificates; effective 12–1–72 25486
FAA proposes to include registration number of aircraft on certificate; comments by 3–1–73 25532

FEDERAL CROP INSURANCE—USDA amends regulations concerning 1973 crop 25497

MARINE MAMMAL PROTECTION—Interior Dept. proposes rules to prevent extinction and depletion; comments by 12–15–72 25524

HOUSING GUARANTY PROGRAM—AID notice for investors concerning program for Korea 25550

(Continued inside)

MICROFILM EDITION
FEDERAL REGISTER
35mm MICROFILM

Complete Set 1936–71, 202 Rolls $1,439

Vol.	Year	Price	Vol.	Year	Price	Vol.	Year	Price
1	1936	$7	13	1948	$28	25	1960	$49
2	1937	12	14	1949	22	26	1961	44
3	1938	8	15	1950	28	27	1962	46
4	1939	14	16	1951	44	28	1963	50
5	1940	14	17	1952	41	29	1964	54
6	1941	21	18	1953	30	30	1965	58
7	1942	37	19	1954	37	31	1966	60
8	1943	53	20	1955	41	32	1967	69
9	1944	42	21	1956	42	33	1968	55
10	1945	47	22	1957	41	34	1969	62
11	1946	47	23	1958	41	35	1970	59
12	1947	24	24	1959	42	36	1971	97

Order Microfilm Edition from Publications Sales Branch
National Archives and Records Service
Washington, D.C. 20408

FEDERAL REGISTER

Area Code 202 Phone 962-8626

Published daily, Tuesday through Saturday (no publication on Sundays, Mondays, or on the day after an official Federal holiday), by the Office of the Federal Register, National Archives and Records Service, General Services Administration, Washington, D.C. 20408, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., Ch. 15), under regulations prescribed by the Administrative Committee of the Federal Register, approved by the President (1 CFR Ch. I). Distribution is made only by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $2.50 per month or $25 per year, payable in advance. The charge for individual copies is 20 cents for each issue, or 20 cents for each group of pages as actually bound. Remit check or money order, made payable to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

The regulatory material appearing herein is keyed to the CODE OF FEDERAL REGULATIONS, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended (44 U.S.C. 1510). The CODE OF FEDERAL REGULATIONS is sold by the Superintendent of Documents. Prices of new books are listed in the first FEDERAL REGISTER issue of each month.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER or the CODE OF FEDERAL REGULATIONS.

PUBLIC CONTRACTS—
Interior Dept. amends procurement regulations 25509
Interior Dept. proposed amendment on procurement of architectural and engineering services; comments within 30 days 25526

ADVERTISING—FTC proposed guides concerning use of endorsements and testimonials; comments by 3–1–73 25548

PROCUREMENT—EPA proposes regulations for fixed price service contracts; comments within 30 days 25536

PESTICIDES—
EPA establishes tolerances for residues of pesticide chemicals (2 documents); comments within 30 days 25508, 25509
EPA notice proposing establishment of an exemption from the requirement of a tolerance for residues 25565

SHIPPING—Coast Guard adopts new corrosive label for classification of material; effective 6–30–73 25521

PUBLIC MEETINGS—
FCC: Cable Television Technical Advisory Committee, 12–7–72 and 1–19–73 (2 documents) 25566

Contents

AGENCY FOR INTERNATIONAL DEVELOPMENT

Notices

Republic of Korea; housing guaranty program; information for investors 25550

AGRICULTURAL MARKETING SERVICE

Rules and Regulations

Grapefruit grown in Indian River District in Florida; expenses and rate of assessment 25498
Oranges and grapefruit grown in Lower Rio Grande Valley in Texas; container, pack, and container marking 25498

Proposed Rule Making

Celery grown in Florida; expenses and rate of assessment 25528
Milk in Eastern South Dakota marketing area; suspension of certain provision 25528

AGRICULTURE DEPARTMENT

See Agricultural Marketing Service; Animal and Plant Health Inspection Service; Farmers Home Administration; Federal Crop Insurance Corporation; Food and Nutrition Service; Soil Conservation Service.

ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Notices

Identification of carcasses; changes in list of establishments 25550

ATOMIC ENERGY COMMISSION

Notices

Duke Power Co.; hearing on application for construction permits 25560
Niagara Mohawk Power Corp.; order for prehearing conference 25562
Southern California Edison Co., and San Diego Gas & Electric Co.; consideration of conversion of provisional operating license to full-term operating license; opportunity for hearing 25562

CIVIL AERONAUTICS BOARD

Notices

International Air Transport Association; order regarding specific commodity rates 25563
Texas International Airlines, Inc.; application for temporary suspension of service at Victoria, Tex.; show cause order 25563

CIVIL SERVICE COMMISSION

Notices

Noncareer executive assignment; grant of authority:
Department of the Interior 25565
Environmental Protection Agency 25565

COAST GUARD

Rules and Regulations

Anchorage grounds; San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay, San Joaquin River, and connecting waters, Calif 25500
Transportation or storage of dangerous substances on cargo vessels; corrosive materials 25521

COMMERCE DEPARTMENT

See also Import Programs Office; International Commerce Bureau; Maritime Administration.

Notices

Assistant Secretary for Domestic and International Business; authority and functions 25555
Domestic and International Business Administration; organizations and functions 25557
Ombudsman for Business; establishments and functions 25559

EMPLOYMENT STANDARDS ADMINISTRATION

Notices

Minimum wages for Federal and federally assisted construction; area wage determination decisions 25602

ENVIRONMENTAL PROTECTION AGENCY

Rules and Regulations

Pesticide tolerances:
4-(2,4-Dichlorophenoxy) butyric acid 25509
2 - (Thiocyanomethylthio) benzothiazole 25508
Procurement forms; forms for advertised and negotiated nonpersonal service contracts 25510

Proposed Rule Making

Procurement forms; forms for advertised and negotiated nonpersonal service contracts 25536

Notices

Nutrilite Products, Inc.; filing of petition regarding microbial pesticide 25565

(*Continued on next page*)

FARMERS HOME ADMINISTRATION

Rules and Regulations

Real property insurance; release of mortgage interest 25499

FEDERAL AVIATION ADMINISTRATION

Rules and Regulations

Aircraft registration and recording of aircraft titles and security documents; special identification numbers, etc 25486
Control zones and transition areas; alterations and designation (6 documents) 25487–25489
Luscombe model 8 airplanes; airworthiness directive 25486

Proposed Rule Making

Area high routes; designation 25531
Boeing Model 727 series airplanes; airworthiness directive 25529
Civil aircraft; registration number on airworthiness certificate 25532
Control area and control zones and transition area; designations, alterations, and establishment (5 documents) 25529–25531
Restricted area alteration and Federal airway designation 25532

FEDERAL COMMUNICATIONS COMMISSION

Rules and Regulations

FM broadcast stations; table of assignments; Pittsfield, Mass 25519
Interim policy, network-shown movies; prime time access rule 25519
Maritime services:
Limited coast stations at temporary locations 25520
Listening watches and VHF radio installations 25520

Proposed Rule Making

Frequency allocation and public safety radio services; hospital paging systems and marine navigation systems; allocations 25546

Notices

Canadian standard broadcast stations; notification list 25565
Meetings scheduled of the Technical Advisory Committees:
Panel 1 (Measurement Methods & Instrumentation) 25566
Panel 3 (Receivers) 25566

FEDERAL CROP INSURANCE CORPORATION

Rules and Regulations

Application for insurance; 1973 crop year 25498
Canning and freezing pea endorsement; 1973 crop year 25497

FEDERAL MARITIME COMMISSION

Notices

Agreements filed:
North Europe-United States Pacific Freight Conference, et al 25566
South Jersey Port Corp., and I.T.O. Corporation of Ameriport 25566

FEDERAL POWER COMMISSION

Rules and Regulations

Statements and reports; lease rental charges reporting 25499

Notices

Colorado; partial vacation of lands withdrawn for power projects 25568
Hearings, etc.:
Atlantic Richfield Co., et al 25566
Central Vermont Public Service Corp 25568
Mid-Continental Area Power Pool Agreement 25569
Monsanto Co., et al 25569
Oklahoma Natural Development Corp., and Oklahoma Natural Gas Co 25569
Philadelphia Electric Co 25570
Southwestern Electric Power Co 25571

FEDERAL REGISTER ADMINISTRATIVE COMMITTEE

Rules and Regulations

CFR checklist 25485

FEDERAL RESERVE SYSTEM

Rules and Regulations

Dividends of State member banks 25486
Truth in lending; open end credit; credit cards; issuance and liability; correction 25485

Proposed Rule Making

Credit by brokers and dealers:
Ninety-day restriction in special cash account 25548
Time allowed for payment against delivery cash transactions 25547

Notices

Acquisition of banks:
Alabama Bancorporation 25571
First National Financial Corp 25573
Order approving or denying acquisition of banks:
Atlantic Bancorporation 25571
Charter New York Corp 25572
Third National Corp 25573
Exchange International Corp.; order approving formation of bank holding company 25572
Wyoming Bancorporation; acquisition of banks and insurance agencies 25574
Wyoming Bancorporation; proposed acquisition of Greeley Finance Company of Colorado 25573

FEDERAL TRADE COMMISSION

Rules and Regulations

Prohibited trade practices:
Burnett, Leo, Co., Inc 25494
Cal-Roof Wholesale, Inc., et al 25489
Great Western United Corp., et al 25490
Levine, Charles, & Co., Inc., et al 25490
Rochester Plumbing and Heating Contractors 25494
Rogers, Lee 25493
Sugar Information, Inc., et al 25495
Yardage Shop and Dan Goldenberg 25496

Proposed Rule Making

Guides concerning use of endorsements and testimonials in advertising; opportunity to present views, etc 25548

FISH AND WILDLIFE SERVICE

Proposed Rule Making

Marine mammals; implementation of Marine Mammal Protection Act 25524

FOOD AND DRUG ADMINISTRATION

Notices

American Cyanamid Co.; Megasul (Nitrophenide) Premix 25%; opportunity for hearing 25560

FOOD AND NUTRITION SERVICE

Rules and Regulations

Special milk program for children; apportionment of funds 25496

HEALTH, EDUCATION, AND WELFARE DEPARTMENT

See Food and Drug Administration.

IMPORT PROGRAMS OFFICE

Notices

Decisions on applications for duty-free entry of scientific articles:
Harvard University 25554
Temple University School of Medicine 25554
United States Department of Agriculture, Agricultural Research Service 25554

INTERIOR DEPARTMENT

See also Fish and Wildlife Service.

Rules and Regulations

Procurement of services; contracts 25509

Proposed Rule Making

Procurement of services; architectural and engineering services 25526

INTERNAL REVENUE SERVICE

Notices

Director, Personnel Division; delegation of authority regarding labor-management relations matters ---------- 25550

INTERNATIONAL COMMERCE BUREAU

Notices

Don Oken and Dodd Electronics Inc.; order denying export privileges ---------- 25552

INTERSTATE COMMERCE COMMISSION

Notices

Assignment of hearings---------- 25577
Fourth section application for relief ---------- 25578

LABOR DEPARTMENT

See Employment Standards Administration.

MARITIME ADMINISTRATION

Notices

Interseas Bulk Carriers, Inc., et al.; operating-differential subsidy applications---------- 25555

PANAMA CANAL

Rules and Regulations

Classified information---------- 25504

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Rules and Regulations

Federal motor vehicle safety standards; new pneumatic tires and rim selection; correction--- 25521
Tire identification and record keeping; tire size codes; correction ---------- 25521

Proposed Rule Making

Motor vehicle safety regulations:
Lamps, reflective devices, and associated equipment------- 25535
Temporary exemption from motor vehicle safety standards ---------- 25533

SECURITIES AND EXCHANGE COMMISSION

Notices

Hearings, etc.:
Commerce Fund, Inc., and Industries Exchange Fund, Inc ---------- 25574
International Controls Corp--- 25575
Investors Capital Exchange Fund, Inc---------- 25575
Pennsylvania Fund, Tax-Fund exempt Municipal Investment Trust ---------- 25576
Roosevelt Marina Inc---------- 25577

SOIL CONSERVATION SERVICE

Notices

Upper Salt Creek Watershed Project, Illinois; availability of draft environmental statement------ 25551

STATE DEPARTMENT

See Agency for International Development.

TRANSPORTATION DEPARTMENT

See Coast Guard; Federal Aviation Administration; National Highway Traffic Safety Administration.

TREASURY DEPARTMENT

See Internal Revenue Service.

List of CFR Parts Affected

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published in today's issue. A cumulative list of parts affected, covering the current month to date, appears following the Notices section of each issue beginning with the second issue of the month. In the last issue of the month the cumulative list will appear at the end of the issue.

A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1972, and specifies how they are affected.

7 CFR

215---------- 25496
401 (2 documents)---------- 25497, 25498
906---------- 25498
912---------- 25498
1806---------- 25499

PROPOSED RULES:

967---------- 25528
1076---------- 25528

12 CFR

226---------- 25485
250---------- 25486

PROPOSED RULES:

220 (2 documents)---------- 25547, 25548

14 CFR

39---------- 25486
47---------- 25486
49---------- 25486
71 (6 documents)---------- 25487–25489

PROPOSED RULES:

39---------- 25529
71 (6 documents)---------- 25529–25532
73---------- 25532
75---------- 25531
91---------- 25532

16 CFR

13 (8 documents)---------- 25489, 25490, 25493–25496

PROPOSED RULES:

255---------- 25548

18 CFR

141---------- 25499
260---------- 25499

33 CFR

110---------- 25500

35 CFR

60---------- 25504

40 CFR

180 (2 documents)---------- 25508, 25509

41 CFR

14–55---------- 25509
15–16---------- 25510

PROPOSED RULES:

14–55---------- 25526
15–16---------- 25536

46 CFR

146---------- 25521

47 CFR

73 (2 documents)---------- 25519
81 (2 documents)---------- 25520
83---------- 25520

PROPOSED RULES:

2---------- 25546
89---------- 25546

49 CFR

571---------- 25521
574---------- 25521

PROPOSED RULES:

555---------- 25533
571---------- 25535

50 CFR

PROPOSED RULES:

18---------- 25524

Rules and Regulations

Title 1—GENERAL PROVISIONS

Chapter I—Administrative Committee of the Federal Register

CFR CHECKLIST

This checklist, arranged in order of titles, shows the issuance date and price of current bound volumes of the Code of Federal Regulations. The rate for subscription service to all revised volumes issued in 1972 is $195 domestic, $50 additional for foreign mailing. The subscription price for revised volumes to be issued during 1973 will be $200 domestic, $50 additional for foreign mailing.

Order from Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

CFR unit (Rev. as of Jan. 1, 1972):

Title		Price
1		$1.00
2-3		2.75
3	1936–1938 Compilation	6.00
	1938–1943 Compilation	9.00
	1943–1948 Compilation	10.50
	1949–1953 Compilation	7.00
	1954–1958 Compilation	7.00
	1959–1963 Compilation	9.00
	1964–1965 Compilation	3.75
	1936–1965 Consolidated Indexes	3.50
	1936–1965 Consolidated Tables	5.25
	1966–1970 Compilation	10.00
	1971 Compilation	1.25
4		.55
5		1.75
6	(Rev. Oct. 1, 1972)	3.00
7	Parts:	
	0–45	2.75
	46–51	1.75
	52	3.25
	53–209	3.25
	210–699	2.50
	700–749	2.00
	750–899	1.25
	900–944	1.75
	945–980	1.00
	981–999	1.00
	1000–1059	1.75
	1060–1119	1.75
	1120–1199	1.50
	1200–1499	2.00
	1500-end	2.50
8		1.00
9		2.00
10		1.75
11	(As of July 1, 1972)	.50
12	Parts:	
	1–299	3.00
	300-end	2.75
13		1.25
14	Parts:	
	1–59	3.00
	60–199	2.75
	200-end	3.25
15		2.00
16	Parts:	
	0–149	3.25
	150-end	2.00
17		2.75
18	Parts:	
	1–149	2.00
	150-end	2.00
19		2.75
20	Parts:	
	01–399	1.25
	400-end	3.00
21	Parts:	
	1–119	1.75
	120–129	1.50
	130–146e	3.00
	147–299	1.25
	300-end	.60
22		1.75
23		.55
24		3.25
25		1.75
26	Parts:	
	1 (§§ 1.0–1—1.300)	3.50
	1 (§§ 1.301–1.400)	1.00
	1 (§§ 1.401–1.500)	1.50
	1 (§§ 1.501–1.640)	1.25
	1 (§§ 1.641–1.850)	1.75
	1 (§§ 1.851–1.1200)	2.00
	1 (§§ 1.1201-end)	3.50
	2–29	1.25
	30–39	1.50
	40–169	2.00
	170–299	3.75
	300–499	1.50
	500–599	1.75
	600-end	.60
27		.45
28		1.00
29	Parts:	
	0–499	1.75
	500–899	3.00
	900-end	4.00
30		2.75
31		2.50
32	Parts:	
	1–8	3.50
	9–39	2.50
	40–399	2.75
	400–589	2.50
	590–699	1.00
	700–799	3.50
	800–999	2.00
	1000–1399	.75
	1400–1599	1.50
	1600-end	1.00
32A		1.50
33	Parts:	
	1–199	2.50
	200-end	1.75
34	[Reserved]	
35		1.75
36		1.25
37		.70
38		3.50
39		2.00
40		1.75
41	Chapters:	
	1–2	2.75
	3–5D	2.00
	6–17	3.75
	18	3.75
	19–100	1.25
	101-end	2.75
42	(Rev. Oct. 1, 1972)	2.75
43	Parts:	
	1–999 (Rev. Oct. 1, 1972)	2.25
	1000-end (Rev. Jan. 1, 1972)	2.75
44	(Rev. Oct. 1, 1972)	.35
45	Parts:	
	1–99 (Rev. Oct. 1, 1972)	1.25
	1–199 (Rev. Jan. 1, 1972)	2.00
	200–499 (Rev. Oct. 1, 1972)	2.00
	200-end (Rev. Jan. 1, 1972)	2.00
46	Parts:	
	1–65	2.75
	66–145	2.75
	146–149	3.75
	150–199	2.75
	200-end (Rev. Oct. 1, 1972)	3.00
47	Parts:	
	0–19	1.75
	20–69	2.50
	70–79	1.75
	80-end	2.75
48	[Reserved]	
49	Parts:	
	1–99 (Rev. Oct. 1, 1972)	1.25
	100–199 (Rev. Jan. 1, 1972)	3.75
	200–999 (Rev. Jan. 1, 1972)	2.00
	1000–1199 (Rev. Oct. 1, 1972)	2.25
	1200–1299 (Rev. Oct. 1, 1972)	3.00
	1300-end (Rev. Oct. 1, 1972)	2.00
50		1.25
General Index		1.75
List of Sections Affected, 1949–1963 (Compilation)		6.75

Title 12—BANKS AND BANKING

Chapter II—Federal Reserve System

SUBCHAPTER A—BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

[Reg. Z]

PART 226—TRUTH IN LENDING

Open End Credit; Credit Cards; Issuance and Liability

Correction

In F.R. Doc. 72–19669 appearing at page 24337 of the issue for Tuesday, November 16, 1972, in footnote 5a to § 226.5(a)(3)(ii), in the third line under "1. Previous balance—none" add the word "charge" following the word "transaction".

PART 250—MISCELLANEOUS INTERPRETATIONS

Dividends of State Member Banks

Part 250 of Title 12 CFR is amended by adding the following new section:

§ 250.104 Dividends of State member banks—Meaning of "net profits."

(a) Section 5199(b) of the Revised Statutes of the United States (12 U.S.C. 60), as made applicable to State member banks by the 6th paragraph of section 9 of the Federal Reserve Act (12 U.S.C. 324), provides that:

> The approval of (the Board of Governors) shall be required if the total of all dividends declared by (a State member bank) in any calendar year shall exceed the total of its net profits of that year combined with its retained net profits of the preceding 2 years, less any required transfers to surplus or a fund for the retirement of any preferred stock.

(b) The term "net profits" is defined in section 5199(c) to mean "the remainder of all earnings from current operations plus actual recoveries on loans and investments and other assets, after deducting from the total thereof all current operating expenses, actual losses, accrued dividends on preferred stock, if any, and all Federal and State taxes."

(c) For the purpose of employing a uniform means for the determination of net profits before dividends on common stock, as required by section 5199(b), it is the Board's view that net profits shall be the amount of "net income" determined in accordance with the Report of Income (F.R. Form 107a), adjusted as set forth hereinafter. The statutory adjustments prescribed by section 5199 require the recognition of actual losses and recoveries on loans and investments and other assets recorded in reserve accounts and the elimination of corresponding provisions for such items entered against income. Further, to ascertain net profits available for common stock cash dividends, net profits for the current year and proceeding 2 years shall be adjusted for preferred stock dividends paid or accrued and for required transfers to surplus or a fund for the retirement of preferred stock.

(d) In light of the prevalent use of accrual accounting by banks, it also may be appropriate to recognize "pro forma" income tax adjustments in the determination of net profits. The adjustment, if any, would be related to the amount of difference between provisions for losses (or reversal of provisions) included in the determination of "net income" and actual net losses or recoveries incorporated in the section 5199(b) calculations. If the "pro forma" income tax adjustment amounts to less than 5 percent of net profits before such adjustment, it need not be recognized.

(e) The following guideline schedule sets forth the most common adjustments required in calculating net profits for section 5199(b) purposes.

COMPUTATIONS OF NET PROFITS FOR PURPOSES OF SECTION 5199(b)

NET INCOME (SCHEDULE A)

Add: (a) Recoveries credited to reserve accounts (Schedule D).
(b) Provision for loan losses (Schedule A).
(c) Any other provisions charged against income (Schedule A), constituting additions to reserve accounts (Schedule D).
(d) Pro forma income tax adjustment (representing decrease of applicable income tax).

SUBTOTAL

Deduct: (a) Losses charged to reserve accounts (Schedule D).
(b) Preferred stock dividends paid or accrued for the period.
(c) Pro forma income tax adjustment (representing increase of applicable income tax):

SUBTOTAL

NET PROFITS AS DEFINED

Deduct: (a) Required transfers to surplus or a fund for the retirement of preferred stock.
(b) Common stock dividends paid or accrued for the period.

SUBTOTAL

Retained net profits available for common stock dividends.

NOTE 1. Schedule references are to supervisory Report of Income (FR Form 107a).
2. Contra elements to applicable captions should be shown in parentheses.

(f) The above schedule for the determination of net profits will also be employed by the Comptroller of the Currency and its use will be uniform for all member banks.

(g) Special factors affecting net profits, such as charge-offs of bank premises in excess of normal annual depreciation or unusual security losses, will be weighed by the Board in consideration of requests by State member banks to declare dividends which would be prohibited by section 5199(b) without Board approval. Accordingly, any unusual charge-offs should be presented for Board consideration.

(h) The objective of section 5199 is to restrict the payment of dividends where such payments would result in dissipating needed capital funds. The law is designed to prevent the declaration of dividends which are not justified by current and recent accumulated earnings and which would result in a weakened and under-capitalized bank and violate safe and sound banking practices.

(Interprets and applies 12 U.S.C. 60)

By order of the Board of Governors, November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20626 Filed 11-30-72;8:48 am]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Docket No. 72-SO-123; Amdt. 39-1565]

PART 39—AIRWORTHINESS DIRECTIVES

Luscombe Model 8 Airplanes

Airworthiness Directive 55-24-1 published in 21 F.R. 9540 on December 4, 1956, and as amended in 22 F.R. 2416 on April 11, 1957, requires inspection of Luscombe 8 Series Airplanes for corrosion inside the fuselage spar carry through structures. After issuing this AD, the Administration determined that further clarification is necessary. Therefore, the AD is being further amended to provide for alternate methods of compliance.

Since this amendment provides an alternate means of compliance and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and the amendment may be made effective in less than 30 days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (31 F.R. 13697), § 39.13 of the Federal Aviation Regulations, AD 55-24-1 is further amended by revising the last paragraph to read as follows:

> The above inspections may be discontinued if both spar carry through structures are replaced with new parts that are identical to the original and properly anodized and painted to prevent corrosion, or if an equivalent modification is approved by the Chief, Engineering and Manufacturing Branch, FAA Southern Region.

This amendment becomes effective December 2, 1972.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, 1423; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on November 17, 1972.

DUANE W. FREER,
Acting Director, Southern Region.

[FR Doc.72-20613 Filed 11-30-72;8:47 am]

[Docket No. 12390; Amdts. 47-16; 49-7]

PART 47—AIRCRAFT REGISTRATION

PART 49—RECORDING OF AIRCRAFT TITLES AND SECURITY DOCUMENTS

Special Identification Numbers; Updating Certain Form Number References

The purpose of these amendments to Parts 47 and 49 of the Federal Aviation Regulations is to (1) clarify § 47.15(f) by specifically stating that an FAA Flight

Standards District Office is the place where an applicant who is issued a special identification number may obtain a revised airworthiness certificate, and (2) update certain references to FAA form numbers.

When an aircraft owner applies for a special identification number to replace the one currently assigned to his aircraft, the FAA Aircraft Registry assigns a special identification number on AC Form 8050-64. Within 5 days after he affixes the number to his aircraft, the owner must complete and sign the receipt contained in that form, state the date he affixed the number to his aircraft, and return the original form to the FAA Aircraft Registry. He carries the duplicate form and present Certificate of Aircraft Registration in the aircraft as temporary authority to operate it. Section 47.15(f) has stated that the FAA then issues a revised Certificate of Aircraft Registration and an airworthiness certificate showing the special identification number.

The rule has not previously stated what FAA organizational unit issued the latter document. Additional language in § 47.15(f) indicates clearly that the FAA Aircraft Registry issues Certificates of Aircraft Registration. However, for over 3 years the applicant has been directed to the nearest Flight Standards District Office for an airworthiness certificate showing the new number, and this instruction has appeared on AC Form 8050-64 since September 1970. These amendments clarify the regulations by specifically including a statement of this procedure. The FAA is issuing simultaneously with these amendments a notice of proposed rule making to provide in Part 91 of the Federal Aviation Regulations that the owner must obtain an airworthiness certificate showing the new number within a specified period of time.

Section 47.15(f) has stated that the temporary authority to operate the aircraft, using the duplicate of AC Form 8050-64 and the present Certificate of Aircraft Registration, is valid only until the date the owner receives both the revised Certificate of Aircraft Registration and the revised airworthiness certificate. Expiration of the temporary authority has been conditioned on receipt of both revised certificates because it was anticipated that, since both would be issued by the Aircraft Registry, they would be sent to the owner together, and would be received simultaneously. However, under the present procedure, the FAA does not consider it necessary to continue the temporary authority until the owner also receives a revised airworthiness certificate, which may occure after he has already received the revised Certificate of Aircraft Registration, because the airworthiness certificate bears the model and serial number of the aircraft and thus applicability of the certificate to the aircraft is evident without display of the duplicate form. Accordingly, these amendments state that the temporary authority to operate the aircraft is valid until the date the owner receives the revised Certificate of Aircraft Registration alone.

These amendments also update the references to certain other form numbers in Parts 47 and 49. These new numbers result from shifting the responsibility for these forms to the Aeronautical Center in 1967. Thus, the new forms show the prefix "AC" instead of "FAA."

Since these amendments are procedural and clarifying in nature, and do not impose a burden on any person, notice and public procedure thereon is not required, and the amendments may be made effective on less than 30 days' notice.

In consideration of the foregoing, Parts 47 and 49 of the Federal Aviation Regulations are amended, effective December 1, 1972, as follows:

1. By amending § 47.15 as follows:

a. By inserting the word "Aircraft" between the characters "FAA" and the word "Registry" in the first sentence in paragraph (a)(1).

b. By amending paragraph (f) to read as follows:

§ 47.15 Identification number.

* * * * *

(f) The FAA Aircraft Registry assigns a special identification number on AC Form 8050-64. Within 5 days after he affixes the special identification number to his aircraft, the owner must complete and sign the receipt contained in AC Form 8050-64, state the date he affixed the number to his aircraft, and return the original form to the FAA Aircraft Registry. The owner shall carry the duplicate of AC Form 8050-64 and the present Certificate of Aircraft Registration in the aircraft as temporary authority to operate it. This temporary authority is valid until the date the owner receives the revised Certificate of Aircraft Registration issued by the FAA Aircraft Registry. The owner may obtain an airworthiness certificate showing the special identification number from an FAA Flight Standards District Office.

* * * * *

2. By striking out the phrase "Application for Aircraft Registration, FAA Form 8050-1", and substituting the phrase "Aircraft Registration Application, AC Form 8050-1" therefor in the first sentence in paragraph (a) of § 47.15, and in paragraph (a)(1), in the first sentence in paragraph (b), and in the second sentence in paragraph (c), of § 47.31.

§§ 47.31, 47.33, 47.35, 47.39, 47.61, 47.63 [Amended]

3. By striking out the characters "FAA" before the word "Form" and substituting the characters "AC" therefor in the following provisions:

a. In § 47.31(a)(2).

b. In the second sentence in § 47.31(b).

c. In § 47.33(a)(2).

d. In the lead-in portion of § 47.35(a).

e. In § 47.39(b).

f. In the lead-in portion of § 47.61(a).

g. In the lead-in portion, and in subparagraph (a), of § 47.63.

§ 49.17 [Amended]

4. By striking out the phrase "FAA Form 818" in paragraph (d)(5), and the phrase "FAA Form 506" in paragraph (e)(5), of § 49.17, and substituting the phrase "AC Form 8050-41" therefor in each place.

§§ 49.45, 49.55 [Amended]

5. By striking out the phrase "FAA Form 1991" and substituting the phrase "AC Form 8050-41" therefor in § 49.45(a) and § 49.55(a).

(Secs. 313(a), 501, 503, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1401, 1403; sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c); sec. 1.47(a), Regulations of the Office of the Secretary of Transportation; 49 C.F.R. 1.47(a))

Issued in Washington, D.C., on November 22, 1972.

J. H. SHAFFER,
Administrator.

[FR Doc.72-20604 Filed 11-30-72;8:46 am]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

On page 21854 of the FEDERAL REGISTER for October 14, 1972, the Federal Aviation Administration published proposed regulations which would alter the Dover, Del., Control Zone (37 F.R. 2077) and Transition Area (37 F.R. 2184).

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed regulations are hereby adopted, effective 0901 G.m.t. February 1, 1973.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on November 17, 1972.

ROBERT H. STANTON,
Acting Director, Eastern Region.

1. Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Dover, Del., control zone and insert the following in lieu thereof:

Within a 5-mile radius of the center, 39°07'30" N., 75°28'00" W. of Dover AFB, Dover, Del.; within 3 miles each side of the Dover TACAN 178° radial, extending from the 5-mile radius zone to 6.5 miles south of the TACAN; within 3 miles each side of the Dover TACAN 012° radial, extending from the 5-mile radius zone to 6.5 miles north of the TACAN; within 3 miles each side of the Dover TACAN 132° radial, extending from the 5-mile radius zone to 6.5 miles southeast of the TACAN.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Dover, Del.,

700-foot floor transition area and insert the following in lieu thereof:

That airspace extending upward from 700 feet above the surface within a 9-mile radius of the center 39°07'30" N., 75°28'00" W. of Dover AFB, Dover, Del.; within 3.5 miles each side of the Dover TACAN 178° radial, extending from the 9-mile radius area to 10.5 miles south of the TACAN; within 3.5 miles each side of the Dover TACAN 012° radial, extending from the 9-mile radius area to 10.5 miles north of the TACAN; within 3.5 miles each side of the Dover TACAN 132° radial, extending from the 9-mile radius area to 10.5 miles southeast of the TACAN; and within a 5-mile radius of the center 39°13'04" N., 75°35'56" W., of Delaware Airpark, Dover-Cheswold, Del.

[FR Doc.72-20616 Filed 11-30-72;8:47 am]

[Airspace Docket No. 72-EA-84]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Areas

On page 21542 of the FEDERAL REGISTER for October 12, 1972, the Federal Aviation Administration published proposed regulations which would alter the Quantico, Va., control zone (37 F.R. 2121) and transition area (37 F.R. 2270) and the Washington, D.C., transition area (37 F.R. 2300).

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed regulations are hereby adopted, effective 0901 G.m.t., February 1, 1973.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on November 17, 1972.

ROBERT H. STANTON,
Acting Director, Eastern Region.

1. Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Quantico, Va., control zone and insert the following in lieu thereof:

Within a 5-mile radius of the center, 38°30'15" N., 77°18'15" W. of Quantico MCAS (Turner Field), Quantico, Va.; and within 3.5 miles each side of the 201° bearing from the Marine Quantico RBN, extending from the 5-mile radius zone to 11.5 miles south of the RBN. This control zone is effective from 0700 to 1800 hours, local time, Friday through Monday; from 0700 to sunset plus 2 hours and 45 minutes, local time, Tuesday through Thursday.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Quantico, Va., 700-foot floor transition area and insert the following in lieu thereof:

That airspace extending upward from 700-feet above the surface within a 9-mile radius of the center, 38°30'15" N., 77°18'15" W. of Quantico MCAS (Turner Field) Quantico, Va.; within a 9.5-mile radius of the center of the airport, extending clockwise from a 270° bearing to a 350° bearing from the airport; and within 9.5 miles east and 4.5 miles west of the 201° bearing from the Marine Quantico RBN, extending from the RBN to 18.5 miles south of the RBN, excluding the portion that coincides with the Fredericksburg, Va., and Washington, D.C., 700-foot floor transition areas.

3. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete in the description of the Washington, D.C., 700-foot floor transition area "MCAS Quantico, Va. (latitude 38°30'10" N., longitude 77°18'20" W.)" and insert the following in lieu thereof, "Quantico MCAS (Turner Field), Quantico, Va. (latitude 38°30'15" N., longitude 77°18'15" W.)."

[FR Doc.72-20614 Filed 11-30-72;8:47 am]

[Airspace Docket No. 72-EA-96]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE AND REPORTING POINTS

Alteration of Control Zone and Transition Area

On page 21856 of the FEDERAL REGISTER for October 14, 1972, the Federal Aviation Administration published proposed regulations which would alter the Wilkes-Barre, Pa., control zone (37 F.R. 2139) and transition area (37 F.R. 2305).

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed regulations are hereby adopted, effective 0901 G.m.t., February 1, 1973.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on November 17, 1972.

ROBERT H. STANTON,
Acting Director, Eastern Region.

1 Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Wilkes-Barre, Pa., control zone and insert the following in lieu thereof:

Within an 8-mile radius of the center 41°20'18" N., 75°43'29" W. of Wilkes-Barre-Scranton Airport, extending clockwise from a 235° bearing to a 355° bearing from the airport; within an 11-mile radius of the center of the airport, extending clockwise from a 355° bearing to a 025° bearing from the airport; within an 8-mile radius of the center of the airport, extending clockwise from a 025° bearing to a 050° bearing from the airport; within a 12-mile radius of the center of the airport, extending clockwise from a 050° bearing to a 210° bearing from the airport; within a 6-mile radius of the center of the airport, extending clockwise from a 210° bearing to a 235° bearing from the airport; within 3.5 miles each side of the Wilkes-Barre-Scranton Airport ILS localizer southwest course extending from the OM to 6 miles southwest of the OM and within 4 miles each side of the Wilkes-Barre-Scranton Airport ILS localizer northeast course extending from the localizer to a point 11.5 miles northeast of the localizer.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Wilkes-Barre, Pa., 700-foot floor transition area and insert the following in lieu thereof:

That airspace extending upward from 700 feet above the surface within a 12.5-mile radius of the center 41°20'18" N., 75°43'29" W. of Wilkes-Barre-Scranton Airport, extending clockwise from a 260° bearing to a 355° bearing from the airport; within a 15.5-mile radius of the center of the airport, extending clockwise from a 355° bearing to a 025° bearing from the airport; within a 12.5-mile radius of the center of the airport, extending clockwise from a 025° bearing to a 050° bearing from the airport; within a 17.5-mile radius of the center of the airport, extending clockwise from a 050° bearing to a 210° bearing from the airport; within a 10-mile radius of the center of the airport extending clockwise from a 210° bearing to a 260° bearing from the airport; within 3.5 miles each side of the Wilkes-Barre-Scranton Airport ILS localizer southwest course, extending from the OM to 11.5 miles southwest of the OM; and within 5 miles each side of the Wilkes-Barre-Scranton Airport ILS localizer northeast course, extending from the localizer to 13.5 miles northeast of the localizer, excluding the portions that coincide with the Honesdale, Pa., and Mount Pocono, Pa., transition areas.

[FR Doc.72-20617 Filed 11-30-72;8:47 am]

[Airspace Docket No. 72-EA-91]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Transition Area

On page 21853 of the FEDERAL REGISTER for October 14, 1972, the Federal Aviation Administration published a proposed rule which would designate a Cortland, N.Y., Transition Area.

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed regulations are hereby adopted effective 0901 G.m.t. February 1, 1973.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on November 17, 1972.

ROBERT H. STANTON,
Acting Director, Eastern Region.

1. Amend § 71.181 of the Federal Aviation Regulations so as to designate a Cortland, N.Y., 700-foot floor transition area as follows:

CORTLAND, N.Y.

That airspace extending upward from 700 feet above the surface within a 9-mile radius of the center 42°35'30" N., 76°13'00" W. of

Cortland County Chase Field Airport, Cortland, N.Y., and within 6.5 miles north and 5 miles south of the Georgetown, N.Y., VORTAC 236° radial extending from the 9-mile radius area to the VORTAC.

[FR Doc.72-20615 Filed 11-30-72;8:47 am]

[Airspace Docket No. 72-SO-96]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On October 14, 1972, a notice of proposed rule making was published in the FEDERAL REGISTER (37 F.R. 21854), stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the Fort Rucker, Ala., transition area.

Interested persons were afforded an opportunity to participate in the rule making through the submission of comments. All comments received were favorable.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., February 1, 1973, as hereinafter set forth.

In § 71.181 (37 F.R. 2143), the Fort Rucker, Ala., transition area is amended as follows:

"* * * to the point of beginning * * *" is deleted and "* * * to point of beginning; within a 6.5-mile radius of Blackwell Field, Ozark, Ala. (lat. 31°25'50" N., long. 85°37'10" W.) * * *" is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958 (49 U.S.C. 1348(a); sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on November 20, 1972.

DUANE W. FREER,
Acting Director, Southern Region.

[FR Doc.72-20619 Filed 11-30-72;8:47 am]

[Airspace Docket No. 72-EA-97]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On page 21855 of the FEDERAL REGISTER for October 14, 1972, the Federal Aviation Administration published a proposed rule which would alter the Newburgh, N.Y., Transition Area (37 F.R. 2250).

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view of the foregoing, the proposed regulations are hereby adopted, effective 0901 G.m.t. February 1, 1973.

(Sec. 307(a), Federal Aviation Act of 1958, 72 Stat. 749; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on November 17, 1972.

ROBERT H. STANTON,
Acting Director, Eastern Region.

1. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to add the following to the description of the Newburgh, N.Y., 700-foot floor transition area:

and within 3.5 miles each side of the Orange County Airport, Montgomery, N.Y., ILS localizer south course, extending from the OM to a point 14 miles south of the OM.

[FR Doc.72-20618 Filed 11-30-72;8:47 am]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. C-2307]

PART 13—PROHIBITED TRADE PRACTICES

Cal-Roof Wholesale, Inc., and Morris Greenstein

Subpart—Advertising falsely or misleadingly: § 13.70 *Fictitious or misleading guarantees;* § 13.75 *Free goods or services;* § 13.125 *Limited offers or supply;* § 13.150 *Premiums and prizes;* § 13.150–35 Prizes; § 13.157 *Prize contests;* § 13.170 *Qualities or properties of product or service;* § 13.170–30 Durability or permanence. Subpart—Misrepresenting oneself and goods—Goods: § 13.1625 *Free goods or services;* § 13.1647 *Guarantee;* § 13.1705 *Prize contests;* § 13.1710 *Qualities or properties;* § 13.1760 *Terms and conditions.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1883 *Prize contests;* § 13.1895 *Scientific or other relevant facts.* Subpart—Offering unfair, improper and deceptive inducements to purchase or deal: § 13.1927 *Competitive contests and awards;* § 13.1955 *Free goods;* § 13.1980 *Guarantee, in general;* § 13.2027 *Prize contests.* Subpart—Using contest schemes unfairly: § 13.2270 *Using contest schemes unfairly.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Cal-Roof Wholesale, Inc., et al., Portland, Oreg., Docket No. C-2307, Oct. 30, 1972]

In the matter of Cal-Roof Wholesale, Inc., a Corporation, and Morris Greenstein, Individually and as an Officer of Said Corporation

Consent order requiring a Portland, Oreg., wholesaler and distributor of building materials, including residential siding products, among other things to cease misrepresenting any aspect of contests or other promotional schemes or devices; misrepresenting the quality or properties of its siding or other building products; and representing that its products are guaranteed unless pertinent information with respect thereto is clearly and conspicuously disclosed.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Cal-Roof Wholesale, Inc., a corporation, and its officers, and Morris Greenstein, individually and as an officer of said corporation, and their successors and assigns, and respondents' officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the preparation, advertising, promotion, sale, distribution or use of any contest, game or other promotional device, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist, orally or in any other manner, directly or indirectly, from:

1. Representing that a contest or other similar promotional device is being conducted in which the determination of whether a participant is a winner or loser is based on chance, when such is not the fact; or misrepresenting in any manner any aspect of any contest or other promotional scheme or device.

2. Representing that an offer to a potential individual participant of an opportunity to participate in any promotional scheme or receive a free gift is limited to a certain specific period of time, excepting such disclosures as are required in paragraph 3 of this section of this order.

3. Failing to accurately and truthfully disclose on all materials distributed to the public the date that any contest, game, or other promotional device is initiated and the date it will end.

4. Failing to award and distribute all prizes of the value and type represented.

5. Engaging in the preparation, promotion, sale, distribution, or use of any contest, game, or other promotional device unless the following are disclosed clearly and conspicuously in all advertising and promotional material concerning said devices:

(a) The total number of prizes to be awarded;

(b) The exact nature of the prizes, the approximate retail value of each prize, and the number of each separate type of prize;

(c) The odds of winning each prize;

(d) The geographical area or states in which any such device is used.

It is further ordered, That respondents and their successors and assigns, and respondents' officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the offering for sale, sale or distribution of building or siding materials, or any other similar products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist, orally or in any other manner, directly or indirectly, from:

1. Representing that any siding or other building product renders all other similar products obsolete; or otherwise misrepresenting siding or other building products.

2. Representing that any siding or other building product is different when such product is not different and representing that any such product is new more than 6 months after initial introduction to the public, exclusive of any test marketing periods.

3. Representing that any siding or other building product will eliminate the need for house painting and siding repairs for as long as 30 years or forever.

4. Representing, directly or by implication, that any of respondents' products are guaranteed unless the nature and extent of the guarantee, the identity of the guarantor, and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

5. Representing that financing is available without disclosing that credit is only available on approval of credit and without disclosing the source of such financing.

6. Representing that lenient credit terms are available, including, but not limited to use of the term "easy terms".

7. Representing generally that a mailer recipient or participant in any promotional device may receive a free gift or participate in a promotion without obligation or condition in connection with a promotion where a salesman may contact the recipient or participant.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That respondents deliver a copy of this order to cease and desist to all present and future personnel of respondents engaged in the offering for sale or sale of any product or in any aspect of preparation, creation, or placing of advertising, and that respondents secure a signed statement acknowledging receipt of said order from each such person.

It is further ordered, That respondents notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That the respondents herein shall, within 60 days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: October 30, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20634 Filed 11-30-72;8:49 am]

[Docket No. C-2310]

PART 13—PROHIBITED TRADE PRACTICES

Charles Levine & Co., Inc., and Charles Levine

Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely:* 13.1108–45 Fur Products Labeling Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185–30 Fur Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* 13.1212–30 Fur Products Labeling Act; § 13.1255 *Manufacture or preparation:* 13.1255–30 Fur Products Labeling Act. Subpart—Misrepresenting oneself and goods—Goods: § 13.1590 *Composition:* 13.1590–30 Fur Products Labeling Act; § 13.1623 *Formal regulatory and statutory requirements:* 13.1623–30 Fur Products Labeling Act; § 13.1685 *Nature:* 13.1685–35 Fur Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.1852–35 Fur Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Charles Levine & Co., Inc., et al., New York, N.Y., Docket No. C-2310, Nov. 1, 1972]

In the Matter of Charles Levine & Co., Inc., a Corporation, and Charles Levine, Individually and as an Officer of Said Corporation

Consent order requiring a New York, N.Y., importer and wholesaler of fur skins, among other things to cease falsely advertising and deceptively invoicing its fur products and failing to maintain adequate records.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Charles Levine & Co., Inc., a corporation, its successors and assigns, and its officers, and Charles Levine, individually and as an officer of the said corporation, and respondents' representatives, agents and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce; or in connection with the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur, as the terms "commerce", "fur" and "fur product" are defined in the Fur Products Labeling Act do forthwith cease and desist from falsely and deceptively invoicing fur products or furs by:

1. Failing to furnish an invoice as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by section 5(b)(1) of the Fur Products Labeling Act.

2. Failing when a fur or fur product is pointed or contains or is composed of bleached, dyed or otherwise artificially colored fur, to disclose such facts as a part of the required information on invoices pertaining thereto.

3. Representing, directly or by implication, on invoices that the fur contained in furs or fur products is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

It is further ordered, That respondents notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of this order.

It is further ordered, That the corporate respondent shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include respondent's current business or employment in which he is engaged as well as a description of his duties and responsibilities.

It is further ordered, That the respondents herein shall, within 60 days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: November 1, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20635 Filed 11-30-72;8:49 am]

[Docket No. C-2309]

PART 13—PROHIBITED TRADE PRACTICES

Great Western United Corporation, et al.

Subpart—Advertising falsely or misleadingly: § 13.60 *Earnings and profits;* § 13.73 *Formal regulatory and statutory requirements:* 13.73–92 Truth in Lending Act; § 13.155 *Prices:* 13.155–5 Additional charges unmentioned; 13.155–20 Cost, expense reimbursing, or advertising; 13.155–95 Terms and conditions: 13.155–95(a) Truth in Lending Act; § 13.205 *Scientific or other relevant facts;* § 13.285 *Value.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1615 *Earnings and profits;*

§ 13.1623 *Formal regulatory and statutory requirements:* 13.1623–95 Truth in Lending Act; § 13.1740 *Scientific or other relevant facts;*—Prices: § 13.1778 *Additional costs unmentioned;* § 13.1823 *Terms and conditions:* 13.1823–20 Truth in Lending Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.-1852–75 Truth in Lending Act; § 13.1888 *Respondent's interest;* § 13.1892 *Sales contract, right-to-cancel provision;* § 13.1895 *Scientific or other relevant facts;* § 13.1905 *Terms and conditions:* 13.1905–60 Truth in Lending Act. Subpart—Offering unfair, improper and deceptive inducements to purchase or deal: § 13.1935 *Earnings and profits;* § 13.-2015 *Opportunities in product or service;* § 13.2040 *Returns and reimbursements;* § 13.2045 *Sales assistance.* Subpart—Securing agents or representatives by misrepresentation: § 13.2120 *Dealer or seller assistance;* § 13.2125 *Demand or business opportunities;* § 13.2130 *Earnings.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 82 Stat. 146, 147; 15 U.S.C. 45, 1601–1605) [Cease and desist order, Great Western United Corporation, et al., Denver, Colorado, Docket No. C-2306, Oct. 20, 1972]

In the Matter of Great Western United Corp., Great Western Cities, Inc., California City Realty Co., California City Development Co., Great Western Cities Realty, Colorado City Realty Co., Colorado City Development Co., and GWU Properties, Inc., each of which are corporations.

Consent order requiring a developer of real estate projects based in Denver, Colo., and its subsidiaries, among other things to cease misrepresenting the purposes of and the benefits to be derived from its real estate training course; misrepresenting the conditions of and proposed additions to certain real estate projects presently under development; failing to maintain adequate records upon which certain representations are based; and inaccurately disclosing information required by Regulation Z of the Truth in Lending Act.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

I–A. It is ordered, That respondents Great Western United Corp., Great Western Cities, Inc., California City Realty Co., California City Development Co., Great Western Cities Realty, Colorado City Realty Co., Colorado City Development Co., and GWU Properties, Inc., corporation, their successors and assigns, and respondents' officers, agents, representatives, and employees directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, offering free, offering for sale, or sale of real estate training courses, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Directly or by implication:

(a) Representing that salesmen who participated in respondents' training courses will earn or receive any stated or gross or net amount; or representing in any manner, the past earnings of a salesman who participated in respondents' training courses unless in fact, the past earnings represented are those of current salesmen employed 3 months or more in the community or geographical area in which such representations are made and accurately reflect the average earnings of these salesmen calculated on the basis of annualized earnings of the most recent fiscal year under circumstances similar to those of the salesman or prospective salesman to whom the representation is made.

(b) Representing in any manner that sales of real estate are not affected by adverse economic conditions.

(c) Making any representations that salesmen who participated in respondents' training courses will receive full commissions while other salesmen assist in closing their sales; or misrepresenting in any manner the commissions available to salesmen who participated in respondents' training courses. Any statement as to any term or terms on which commissions are granted must contain a fair statement of all terms.

(d) Making any representations that expenses will be advanced to participants in respondents' training courses where said advancements do not cover the expenses actually incurred; or misrepresenting in any manner the expenses to be advanced to participants in respondents' training courses.

2. Failing to maintain adequate records:

(a) Which disclose the facts upon which any representations of the type described in Paragraph 1(a) of I*A*, supra, of this order are based, and

(b) From which the validity of any representations of the type described in Paragraph 1(a) of I*A*, supra, of this order can be determined.

3. Failing to clearly and conspicuously disclose the following statement, where appropriate, in all printed advertisements concerning respondents' training courses which are associated with real estate projects.

The company recommends that trainees in this course buy property in [insert common name of project]. Trainees will be asked (or "required" if such requirement exists) to furnish leads. The company will provide you with a copy of a Government HUD Report (or "State of California, Department of Real Estate's Public Report" or "[name of State] Public Report," where appropriate) for a recently approved tract and it is recommended that you read this report before enrolling.

4. Failing to clearly and conspicuously disclose the following statement in all television and radio advertisements concerning respondents' training courses which are associated with real estate projects:

Write (call) for a Government HUD Report (or "[name of State] Public Report") on (insert common name of project) (address or telephone number).

5. Failing:

(a) To provide to trainees one or more Government HUD Reports or State Public Reports for tracts which reasonably typify the kind of real estate they will be asked to sell, in advance of their enrolling in respondents' training courses which are associated with sales in real estate projects;

(b) To obtain a signed statement from said trainees to the effect that they did receive said reports in advance of their enrolling in said training courses.

B. *It is further ordered,* That respondents Great Western United Corp., Great Western Cities, Inc., California City Realty Co., California City Development Co., Great Western Cities Realty, Colorado City Realty Co., Colorado City Development Co., and GWU Properties, Inc., corporations, their successors and assigns and respondents' officers, agents, representatives, and employees directly or through any corporation, subsidiary, division or other device, in connection with the advertising, offering for sale, or sale of interests in real estate, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Failing to clearly and conspicuously disclose the following statement in all printed advertisements concerning California City:

It is recommended that you obtain from the company and read the State of California Department of Real Estate's Public Report for a recently approved tract in California City.

2. Failing to clearly and conspicuously disclose the following statement in all television and radio advertisements concerning California City:

Write (call) for a California Public Report, ---------- (address or telephone number)

3. Failing to clearly and conspicuously disclose the following statement in all printed advertisements concerning real estate projects other than California City, however limited to projects in existence at the time this order becomes effective and to any future projects, (1) covered by the Interstate Land Sales Full Disclosure Act, and (2) where the property interest being offered is held in any form by respondents or any of their affiliates:

It is recommended that you obtain from the company and read a recent Government HUD Report (or "[Name of State] Public Report") for a recently approved tract.

4. Failing to clearly and conspicuously disclose the following statement in all television and radio advertisements concerning real estate projects other than California City, however limited to said projects in existence at the time this order becomes effective and to any future projects (1) covered by the Interstate Land Sales Full Disclosure Act, and (2) where the property interest being offered is held in any form by respondents or any of their affiliates:

Write (call) For a Government HUD Report (or "[Name of State] Public Report").

Failure to provide one or more said reports for tracts which reasonably typify the kind of real estate being sold, to persons requesting them in response to the disclosures required in paragraphs 1, 2, 3, and 4 of *1B* supra., shall be deemed a violation of the order.

5. Failing

(a) To clearly and conspicuously disclose in all advertisements concerning Cochiti Lake that the interest being sold is a subleasehold interest and disclose the number of years in which said interest terminates or the year in which said subleasehold interest terminates;

(b) To clearly and conspicuously disclose in all advertisements concerning real estate projects, the type of interest where less than a fee simple is to be conveyed and disclose the number of years in which said interest terminates, or the year in which said interest terminates.

6. Representing directly or by implication that:

(a) There are no expenses involved in buying and owning property within California City; or misrepresenting in any manner the expenses involved in owning interests in property in real estate projects.

(b) California City has completed roads, sewers, utilities and water lines to service all lots in the city; or misrepresenting in any manner the nature or extent of roads, sewers, utilities and water lines available or to be made available in real estate projects.

(c) California City has "abundant healthful water from underground source * * *"; or misrepresenting in any manner the amount of or lack of water available to property in real estate projects.

(d) California City's or Colorado City's recreational facilities are available to purchasers without charge; or misrepresenting in any manner the expenses or fees involved in owning interests in property in real estate projects.

(e) It is the policy of respondents to repurchase California City land from purchasers or resell it on their behalf unless the applicable conditions and limitations are clearly disclosed; or misrepresenting in any manner the respondents' repurchase or resale policies in real estate projects.

(f) The University of California is placing a branch in California City; or misrepresenting in any manner that actions will be taken by respondents or third parties which will enhance the value of real estate.

II. It is ordered, That respondents Great Western United Corp., Great-Western Cities, Inc., California City Realty Co., California City Development Co., Great Western Cities Realty, Colorado City Realty Co., Colorado City Development Co., and GWU Properties, Inc., corporations, their successors and assigns and respondents' officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with any consumer credit sale of interests in real property in any advertisement to aid, promote, or assist directly or indirectly any extension of credit, as "credit sale" and "advertisement" are defined in Regulation Z (12 CFR Part 226) of the Truth in Lending Act (Public Law 90–321, 15 U.S.C. 1601 et seq.), do forthwith cease and desist from:

1. Failing in any credit sale to accurately disclose the amount of the "cash price" as required by §§ 226.8(c)(1) and 226.8(o)(7) of Regulation Z.

2. Failing in any credit sale to accurately disclose the amount of the "unpaid balance of cash price" as required by § 226.8(c)(3) of Regulation Z.

3. Failing in any credit sale to accurately disclose the "amount financed" as required by § 226.8(c)(7) of Regulation Z.

4. Failing in any credit sale to accurately disclose the amount of the "finance charge" as it is required to be computed and disclosed by § 226.8(o)(7) of Regulation Z.

5. Failing to disclose the "annual percentage rate" accurately to the nearest quarter of 1 percent, in accordance with §§ 226.5 and 226.8(o)(7) of Regulation Z, as required by § 226.8(b)(2).

6. Causing to be disseminated to the public in any manner whatsoever any advertisement to aid, promote or assist directly or indirectly any extension of consumer credit, which advertisement states, directly or by implication, the amount of the downpayment required or that no downpayment is required, the amount of any installment payment, the dollar amount of any finance charge, the number of installments or the period of repayment, or that there is no charge for credit, unless it states all of the following items in terminology prescribed under § 226.8 of Regulation Z as required by § 226.10(d)(2) of Regulation Z:

(1) The cash price;

(2) The amount of the downpayment required or that no downpayment is required, as applicable;

(3) The number, amount, and due dates or period of payments scheduled to repay the indebtedness if the credit is extended;

(4) The amount of the finance charge expressed as an annual percentage rate; and

(5) The deferred payment price.

7. Failing, in any consumer credit transaction or advertisement, to make all disclosures, determined in accordance with §§ 226.4 and 226.5 of Regulation Z, in the manner, form and amount required by §§ 226.6, 226.7, 226.8, 226.9, and 226.10 of Regulation Z.

It is further ordered, That respondents shall, within 60 days after service upon them of this order, with regard to each customer in each consumer credit transaction entered into by respondents or any respondent between January 4, 1971, and January 27, 1971, in which transaction a security interest or the future right to a security interest was retained or acquired by any respondent in any real property located in California City, Calif., if that property at the time of the transaction was used or was expected to be used as a principal residence of the customer, and if that customer did not receive a discount as described in paragraph 19 of the complaint in this proceeding:

1. Deliver to each such customer in a single envelope:

a. Notices of the right of rescission in the number, manner and form set forth in § 226.9(b) of Regulation Z, the date by which the transaction may be canceled to be stated as the third business day after the customer actually receives the notice.

b. A statement containing all disclosures required by § 226.8 of Regulation Z to have been made in that transaction computed in accordance with §§ 226.4, 226.5, and 226.8(o)(7) of Regulation Z, in the manner and form prescribed by § 226.6 of Regulation Z.

c. A copy of the following statement, in writing: "You entered into a consumer credit transaction for the purchase of real property with (name of respondent creditor) on (date). Enclosed are the disclosures required by the Federal Truth in Lending Act, which accurately describe the credit costs and conditions of your transaction. Also enclosed is a notice of your right to cancel this transaction according to the provisions of the Federal Truth in Lending Act. Please read these documents promptly, since your right to cancel the transaction expires on midnight of the third business day following the day you actually receive this notice."

2. As to each customer who cancels such a transaction in accordance with the provisions of § 226.9 of Regulation Z, perform all acts required by § 226.9(d) of Regulation Z to effect the cancellation of the transaction.

It is further ordered, That respondents shall forthwith distribute a copy of this order to each of their operating subsidiaries and divisions.

It is further ordered, That respondents deliver a copy of this order to cease and desist to all present and future personnel of respondents engaged in the consummation of any extension of consumer credit or in any aspect of preparation, creation, or placing of advertising, and that respondents secure a signed statement acknowledging receipt of said order from each such person.

It is further ordered, That respondents notify the Commission at least 30 days prior to any proposed change in any corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That respondents herein shall within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form

in which they have complied with this order.

Issued: October 20, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20636 Filed 11-30-72;8:49 am]

[Docket No. C-2312]

PART 13—PROHIBITED TRADE PRACTICES

Lee Rogers and American Holiday Association

Subpart—Advertising falsely or misleadingly: § 13.75 *Free goods or services;* § 13.150 *Premiums and prizes:* 13.150-35 Prizes; § 13.157 *Prize contests;* § 13.260 *Terms and conditions.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1625 *Free goods or services;* § 13.1705 *Prize contests;* § 13.1760 *Terms and conditions.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1883 *Prize contests;* § 13.1895 *Scientific or other relevant facts;* § 13.1905 *Terms and conditions.* Subpart—Offering unfair, improper and deceptive inducements to purchase or deal: § 13.1927 *Competitive contests and awards;* § 13.2027 *Prize contests.* Subpart—Using contest schemes unfairly: § 13.2270 *Using contest schemes unfairly:* 13.2270-50 Puzzle prize contests.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Lee Rogers, Los Angeles, Calif., Docket No. C-2312, Nov. 1, 1972]

In the Matter of Lee Rogers, an Individual Trading and Doing Business as American Holiday Association

Consent order requiring a Los Angeles, Calif., conductor of puzzle contests, among other things to cease using misrepresentations in promoting the contests and failing to disclose material facts.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Lee Rogers, an individual trading and doing business as American Holiday Association, or any other name or names, his successors and assigns and respondent's agents, representatives, salesmen, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the conduct of puzzle contests or the advertising, offering, for sale, or sale of any product or service in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, orally or in writing, that the contest, or any puzzle, is free unless it is clearly and conspicuously disclosed in close proximity thereto that the contestant will be given the option to pay money to become eligible to win extra prizes; or misrepresenting in any manner the cost to enter or to remain a contestant in respondent's contests.

2. Representing, directly or by implication, orally or in writing, that any tiebreaker puzzle may be entered upon the payment of money qualifying the contestant for an extra cash or any other type prize or prizes unless:

(a) It is clearly and conspicuously disclosed contestants are not required to pay money and play for an extra cash or any other type prize or prizes;

(b) It is clearly and conspicuously disclosed contestants may choose to play for any single extra cash prize that may be offered; and

(c) Contestants are clearly and conspicuously given the opportunity to indicate they wish to enter any phase of the contest for free. The contestants' opportunity to indicate they wish to enter for free shall be in immediate conjunction with and in a like manner as the contestants' opportunity to indicate they wish to play for an extra prize.

3. Failing to:

(a) Clearly and conspicuously disclose, prior to or at the time of any solicitation for money, the total number of contestants anticipated based on prior experience and the average percentage of contestants correctly solving the initial puzzle and all succeeding tiebreaker puzzles in respondent's three most recently completed contests; and

(b) Send to all persons upon specific request, the actual number and percentage of contestants correctly solving each puzzle in respondent's most recently completed contest; or misrepresenting in any manner the odds of winning any prize.

4. Failing to clearly and conspicuously disclose with all promotional literature and in immediate conjunction with all puzzles: (1) The maximum number of tiebreaker puzzles that may be necessary to complete the contest and determine winners, (2) successive tiebreaker puzzles will become significantly more difficult, and (3) the method of determination of all prize winners if a tie remains after the last tiebreaker puzzle is completed.

5. Representing, directly or by implication, orally or in writing, that contestants may pay money to become eligible for extra prizes only at the time they submit the first tiebreaker puzzle unless such is the fact; or misrepresenting in any manner when payments of money may be made by contestants.

6. Representing, directly or by implication, orally or in writing, that extra cash prizes apply to other than first prize, unless such is the fact.

It is further ordered, That the respondent clearly and conspicuously disclose in respondent's initial contest promotional literature the deadline for submission of the original puzzle, the minimum time contestants will be allotted to solve and submit each tiebreaker puzzle and the approximate date on which the contest will terminate.

It is further ordered, That the respondent clearly and conspicuously disclose with all tiebreaker puzzles and on all entry blanks the deadline for submission of that puzzle, and the approximate date on which the contest will terminate.

It is further ordered, That the respondent refund all money or other consideration to contestants requesting such refund in writing within 1 year of payment who are unable to participate in any aspect of any contest through no fault of the contestant.

It is further ordered, That the respondent cease and desist from failing to clearly and conspicuously disclose with all entry blanks and contracts, all rules, terms and conditions of the puzzle or contest or of the offer for sale or sale of any product or service sold by respondent, including all obligations imposed upon members of the public by respondent; or misrepresenting in any manner all such rules, terms, conditions and obligations.

It is further ordered, That the respondent at the conclusion of the contest send to all entrants upon their request the names of all winners, the correct or winning solution to each puzzle, and the number of points scored by the first prize winner on each puzzle.

It is further ordered, That the respondent maintain for no less than two (2) years after all prizes are awarded adequate records which disclose the names and addresses of all contestants, the approximate date each contestant is sent a tiebreaker puzzle by respondent, all tiebreaker puzzles and correspondence sent by a contestant, and copies of replies thereto.

It is further ordered, That the respondent shall notify the Commission at least thirty (30) days prior to any proposed change in his business organization such as dissolution, assignment, incorporation, or sale resulting in the emergence of a successor firm, partnership, or corporation, or any other change which may affect compliance obligations arising out of this order.

It is further ordered, That the respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include respondent's current business or employment in which he is engaged as well as a description of his duties and responsibilities.

It is further ordered, That the respondent herein shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing setting forth, in detail, the manner and form in which he has complied with this order.

Issued: November 1, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20637 Filed 11-30-72;8:49 am]

[Docket No. C-2309]

PART 13—PROHIBITED TRADE PRACTICES

Leo Burnett Company, Inc.

Subpart—Advertising falsely or misleadingly: § 13.170 *Qualities or properties of product or service;* 13.170–74 Reducing, non-fattening, low-calorie, etc.; § 13.205 *Scientific or other relevant facts;* § 13.280 *Unique nature or advantages.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1710 *Qualities or properties;* § 13.1740 *Scientific or other relevant facts;* § 13.1770 *Unique nature or advantages.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Leo Burnett Co., Inc., Chicago, Ill., Docket No. C-2309, Nov. 1, 1972]

In the Matter of Leo Burnett Co., Inc., a Corporation

Consent order requiring a Chicago, Ill., advertising agency for two New York City sugar industry trade associations, among other things to cease making false and unsubstantiated weight reduction claims for refined sugar and misrepresenting its nutritional value in weight-reduction dieting.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Leo Burnett Co., Inc., a corporation, and its officers, agents, representatives, employees, successors, and assigns, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, offering for sale, sale or distribution of refined sugar forthwith cease and desist from:

1. Disseminating, or causing the dissemination of, any advertisement by means of the U.S. mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which represents, directly or by implication, that:

(a) Refined sugar makes any contribution to weight reduction or to the prevention of weight gain, unless there exists a reasonable basis from which respondent could draw such a conclusion.

(b) Refined sugar supplies food energy uniquely suitable for persons attempting to lose weight or prevent weight gain.

(c) For purposes of weight reduction or the prevention of weight gain, food energy supplied by refined sugar acts other than as a body fuel.

2. Disseminating, or causing the dissemination of, any advertisement concerning dieting undertaken for the purposes of weight reduction or the prevention of weight gain by means of the U.S. mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which misrepresents, in any manner, the nutritional value of refined sugar.

It is provided, however, that nothing contained in this order shall be construed as prohibiting accurate representations of refined sugar's role in and contribution to a balanced diet undertaken for the purpose of weight reduction or for the prevention of weight gain, where supported by competent scientific authority, or as prohibiting accurate representations of any non-nutritional characteristic of refined sugar.

A statement as to the qualities or attributes of refined sugar can amount to an implied uniqueness claim if it is made in a context which conveys an impression of uniqueness for refined sugar. However, statements as to the qualities or attributes of refined sugar covered by this order will not constitute a violation thereof for the sole reason that such statements could also be made with respect to other products.

3. Disseminating, or causing the dissemination of, any advertisement by means of the U.S. mails or by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase of refined sugar in commerce, as "commerce" is defined in the Federal Trade Commission Act, which contains any of the representations, acts or practices prohibited in Subparagraph 1 or the misrepresentation prohibited in Subparagraph 2 above.

It is further ordered, That the respondent shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That respondent notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That the respondent herein shall within sixty (60) days after service upon it of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

Issued: November 1, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20638 Filed 11-30-72;8:49 am]

[Docket No. 8833-c]

PART 13—PROHIBITED TRADE PRACTICES

Rochester Plumbing and Heating Contractors et al.

Subpart—Advertising falsely or misleadingly: § 13.73 *Formal regulatory and statutory requirements:* 13.73–92 Truth in Lending Act; § 13.155 *Prices:* 13.155–95 Terms and conditions; 13.155–95(a) Truth in Lending Act. Subpart—Misrepresenting oneself and goods—Goods: § 13.1623 *Formal regulatory and statutory requirements:* 13.1623–95 Truth in Lending Act—Prices: § 13.1823 *Terms and conditions:* 13.1823–20 Truth in Lending Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.1852–75 Truth in Lending Act; § 13.1892 *Sales contract, right-to-cancel provisions:* § 13.1905 *Terms and conditions:* 13.1905–60 Truth in Lending Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 82 Stat. 146, 147; 15 U.S.C. 45, 1601–1605.) [Cease and desist order, Rochester Plumbing and Heating Contractors, Rochester, N.Y. Docket No. 8833, Oct. 30, 1972]

In the Matter of Fabbis, Inc., a Corporation, Doing Business as Rochester Plumbing and Heating Contractors, and Richard J. Fabrizi, and James J. Rebis, Individually and as Officers of Said Corporation

Order requiring a Rochester, N.Y., firm engaged in the sale of plumbing and heating equipment and installation services to the public, among other things to cease violating the Truth in Lending Act by failing to provide each customer with a notice of the right to rescind prior to consummation of the transaction; making any physical changes in customer's property or performing any work on such property before expiration of the rescission period; and failing to make any other necessary disclosures as required by Regulation Z of the said Act.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Fabbis, Inc., a corporation, doing business as Rochester Plumbing and Heating Contractors or under any other name, and its officers, and Richard J. Fabrizi and James J. Rebis, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with any consumer credit sale, as "consumer credit" and "credit sale" are defined in Regulation Z (12 CFR Part 226) of the Truth in Lending Act (Public Law 90-321, 15 U.S.C. 1601 et seq.), do forthwith cease and desist from:

1. Failing to provide any customer prior to consummation of the transaction with a copy, which the customer may retain, of all disclosures required to be made by § 226.8 of Regulation Z, in the form and manner prescribed therein, as required by § 226.8(a) of Regulation Z.

2. Failing, in any transaction in which a security interest is or will be retained or acquired in real property which is used or is expected to be used as the principal residence of the customer, to provide each customer with notice of the right to rescind, in the form and manner specified by § 226.9(b) of Regulation Z, prior to consummation of the transaction.

3. Making any physical changes in a customer's property or performing any work or services for the customer on

such property before expiration of the rescission period provided for in § 226.9 (a) of Regulation Z, in any transaction in which a security interest is or will be retained or acquired in real property which is used or is expected to be used as the principal residence of the customer, as provided in § 226.9(c) of Regulation Z.

4. Failing, in any consumer credit transaction or advertisement, to make all disclosures required by §§ 226.6, 226.8, 226.9, and 226.10 of Regulation Z, in the manner, form, and amount prescribed therein.

It is further ordered, That a copy of this order to cease and desist be delivered to all present and future personnel of respondents engaged in the consummation of any credit sale, and that respondents secure from each such person a signed statement acknowledging receipt of said order.

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent, such as dissolution, assignment, or sale, resultant in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That the initial decision of the administrative law judge, as modified herein, be, and it hereby is, adopted as the decision of the Commission.

It is further ordered, That respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, signed by such respondents, setting forth in detail the manner and form of their compliance with the order to cease and desist.

Issued: October 30, 1972.

By the Commission, with Chairman Kirkpatrick concurring in the disposition of this proceeding.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20639 Filed 11-30-72;8:49 am]

[Docket No. C-2308]

PART 13—PROHIBITED TRADE PRACTICES

Sugar Information, Inc., and Sugar Association, Inc.

Subpart—Advertising falsely or misleadingly: § 13.170 *Qualities or properties of product or service:* 13.170-74 Reducing, nonfattening, low-calorie, etc; § 13.205 *Scientific or other relevant facts;* § 13.280 *Unique nature or advantages.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1710 *Qualities or properties;* § 13.1740 *Scientific or other relevant facts;* § 13.1770 *Unique nature or advantages.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Sugar Information, Inc., et al., Chicago, Ill., Docket No. C-2308, Nov. 1, 1972]

In the Matter of Sugar Information, Inc., and Sugar Association, Inc., Corporations

Consent order requiring two sugar industry trade associations of New York City, among other things to cease making false and unsubstantiated weight reduction claims for refined sugar and misrepresenting its nutritional value in weight-reduction dieting. Respondents are further required to run full-page corrective ads in various publications listed in the order.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

I. *It is ordered,* That respondents Sugar Information, Inc., and Sugar Association, Inc., corporations, and their officers, agents, representatives and employees, only as officers, agents, representatives and employees of Sugar Information, Inc., and Sugar Association, Inc., directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of refined sugar and products containing refined sugar forthwith cease and desist from:

1. Disseminating, or causing the dissemination of, any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which represents, directly or by implication, that:

(a) Refined sugar makes any contribution to weight reduction or to the prevention of weight gain, unless there exists a reasonable basis from which respondents could draw such a conclusion.

(b) Refined sugar supplies food energy uniquely suitable for persons attempting to lose weight or prevent weight gain.

(c) For purposes of weight reduction or the prevention of weight gain, food energy supplied by refined sugar acts other than as a body fuel.

2. Disseminating, or causing the dissemination of, any advertisement concerning dieting undertaken for the purposes of weight reduction or the prevention of weight gain by means of the United States mails or by any means in commerce as "commerce" is defined in the Federal Trade Commission Act, which misrepresents in any manner the nutritional value of refined sugar.

It is provided, however, that nothing contained in this order shall be construed as prohibiting accurate representations of refined sugar's role in and contribution to a balanced diet undertaken for the purpose of weight reduction or for the prevention of weight gain, where supported by competent scientific or medical authority, or as prohibiting accurate representation of any nonnutritional characteristic of refined sugar.

A statement as to the qualities or attributes of refined sugar can amount to an implied uniqueness claim if it is made in a context which conveys an impression of uniqueness for refined sugar. However, statements as to the qualities or attributes of refined sugar covered by this order will not constitute a violation thereof for the sole reason that such statements could also be made with respect to other products.

3. Disseminating, or causing the dissemination of, any advertisement by means of the United States mails or by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase of refined sugar in commerce, as "commerce" is defined in the Federal Trade Commission Act, which contains any of the representations, acts or practices prohibited in Subparagraph 1 or the misrepresentation prohibited in Subparagraph 2 above.

II. *It is further ordered,* and agreed that respondents Sugar Information, Inc., and Sugar Association, Inc., cause dissemination of a full-page printed message in the following publications and issues thereof:

1. McCall's	December 1972.
2. Saturday Review	Do.
3. National Geographic	February 1973.
4. Time	Do.
5. Vogue	Do.
6. Parents	April 1973.
7. Reader's Digest (B)	Do.

The aforesaid message shall contain a clear and conspicuous disclosure as follows:

Do you recall the messages we brought you in the past about sugar? How something with sugar in it before meals could help you curb your appetite?

We hope you didn't get the idea that our little diet tip was any magic formula for losing weight. Because there are no tricks, or shortcuts, the whole diet subject is very complicated. Research hasn't established that consuming sugar before meals will contribute to weight reduction or even keep you from gaining weight.

It is provided, however, That in the event the effective date of this order occurs after the final date on which an advertisement may be submitted for placement in any of the specified publications and issues thereof, the aforesaid message may be placed in a subsequent issue of the same magazine(s).

It is further ordered, That respondents shall forthwith distribute a copy of this order to each of their operating divisions.

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondents such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporations which may affect compliance obligations arising out of the order.

It is further ordered, That respondents shall, within sixty (60) days after service of this order upon them, each file with the Commission a report in writing setting forth in detail the manner and form of their compliance with this order.

Issued: November 1, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20640 Filed 11-30-72;8:49 am]

[Docket No. C-2311]

PART 13—PROHIBITED TRADE PRACTICES

Yardage Shop, and Dan Goldenberg

Subpart—Advertising falsely or misleadingly: § 13.30 *Composition of goods:* 13.30–75 Textile Fiber Products Identification Act; § 13.73 *Formal regulatory and statutory requirements:* 13.73–90 Textile Fiber Products Identification Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185–80 Textile Fiber Products Identification Act; 13.1185–90 Wool Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* 13.1212–80 Textile Fiber Products Identification Act; 13.1212–90 Wool Products Labeling Act. Subpart—Misrepresenting oneself and goods—Goods: § 13.1590 *Composition:* 13.1590–70 Textile Fiber Products Identification Act; 13.1590–90 Wool Products Labeling Act; § 13.1623 *Formal regulatory and statutory requirements:* 13.1623–80 Textile Fiber Products Identification Act; 13.1623–90 Wool Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.1852–70 Textile Fiber Products Identification Act; 13.1852–80 Wool Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 72 Stat. 1717, secs. 2–5, 54 Stat. 1128–1130, 15 U.S.C. 45, 70, 68) [Cease and desist order, The Yardage Shop, et al., Sacramento, Calif., Docket No. C-2311, Nov. 1, 1972.]

In the Matter of The Yardage Shop, a Corporation, and Dan Goldenberg, Individually and as an Officer of Said Corporation

Consent order requiring a Sacramento, Calif., distributor and retailer of wool products and textile fiber products, among other things to cease misrepresenting the fiber content of its wool products and falsely advertising and misbranding its textile fiber products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents The Yardage Shop, a corporation, its successors and assigns, and its officers, and Dan Goldenberg, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division or other device, in connection with the introduction, delivery for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product which has been advertised or offered for sale in commerce; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from failing to affix labels to such textile fiber products showing in a clear, legible and conspicuous manner each element of information required to be disclosed by section 4(b) of the Textile Fiber Products Identification Act.

It is further ordered, That respondents The Yardage Shop, a corporation, its successors and assigns, and its officers, and Dan Goldenberg, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division or other device, in connection with the introduction into commerce, or the offering for sale, sale, transportation, distribution, delivery for shipment or shipment, in commerce, of wool products, as "commerce" and "wool product" are defined in the Wool Products Labeling Act of 1939, do forthwith cease and desist from misbranding such products by failing to securely affix to, or place on, each such product a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner each element of information required to be disclosed by section 4(a)(2) of the Wool Products Labeling Act of 1939.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of this order.

It is further ordered, That the individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include the respondent's current business or employment in which he is engaged as well as a description of his duties and responsibilities.

It is further ordered, That the respondents herein shall, within 60 days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: November 1, 1972.

By the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20641 Filed 11-30-72;8:49 am]

Title 7—AGRICULTURE

Chapter II—Food and Nutrition Service, Department of Agriculture

PART 215—SPECIAL MILK PROGRAM FOR CHILDREN

Appendix—Apportionment of Special Milk Program Funds Pursuant to Child Nutrition Act of 1966, Fiscal Year 1973

Pursuant to section 3 of the Child Nutrition Act of 1966, as amended, milk assistance funds available for the fiscal year ending June 30, 1973, are apportioned among the States as follows:

State	Total apportionment	State agency	Withheld for private schools
Alabama	$1,509,577	$1,449,082	$60,495
Alaska	35,142	35,142	
Arizona	506,235	506,235	
Arkansas	963,123	918,832	44,291
California	7,436,395	7,436,395	
Colorado	934,772	868,439	66,333
Connecticut	1,884,140	1,884,140	
Delaware	279,248	279,248	
Del. St. Dist. Agency	19,278	19,278	
District of Col	464,409	464,409	
Florida	1,531,269	1,531,269	
Georgia	1,486,800	1,457,050	29,750
Hawaii	83,308	56,555	26,753
Idaho	182,109	166,816	15,293
Illinois	6,284,396	6,284,396	
Indiana	3,062,137	3,062,137	
Iowa	1,549,508	1,408,499	141,009
Kansas	977,262	977,262	
Kentucky	1,768,587	1,768,587	
Louisiana	616,450	616,450	
Maine	536,704	486,324	50,380
Maryland	2,234,054	2,234,054	
Md. Bud. & Proc	64,152	64,152	
Massachusetts	3,582,471	3,582,471	
Michigan	5,395,701	5,395,701	
Minnesota	2,757,138	2,757,138	
Mississippi	1,065,320	1,065,320	
Missouri	2,326,732	2,275,771	50,961
Montana	226,140	204,597	21,543
Nebraska	669,817	577,126	92,691
Nevada	188,526	170,218	18,308
New Hampshire	563,152	563,152	
New Jersey	3,641,933	3,190,628	451,305
New Mexico	611,405	338,054	273,351
New York	7,726,262	7,726,262	
N.Y. Off. Gen. Services	339,272	339,272	
North Carolina	2,559,121	2,559,121	
North Dakota	345,610	311,277	34,333
Ohio	6,819,090	6,146,281	672,809
Ohio Department of Public Welfare	166,993	166,993	
Oklahoma	892,622	892,622	
Oregon	570,236	554,442	15,794
Pennsylvania	5,117,345	4,631,576	485,769
Rhode Island	559,818	559,818	
South Carolina	560,478	495,059	65,419
South Dakota	333,659	333,659	
Tennessee	1,764,931	1,701,358	63,573
Texas	3,810,658	3,590,403	220,255
Utah	298,936	296,840	2,096
Vermont	289,785	280,709	9,076
Virginia	1,865,613	1,741,368	124,245
Washington	1,226,076	1,074,677	151,399
West Virginia	920,722	894,162	26,560
Wisconsin	3,695,174	3,091,313	603,861
Wyoming	110,209	110,209	
Total	95,410,000	91,592,348	3,817,652

(Secs. 2, 3, 6, 8–16, 80 Stat. 885–890; 42 U.S.C. 1771, 1772, 1775, 1777–1785)

Dated: November 27, 1972.

EDWARD J. HEKMAN, *Administrator.*

[FR Doc.72-20654 Filed 11-30-72;8:50 am]

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

[Amdt. 41]

PART 401—FEDERAL CROP INSURANCE

Subpart—Regulations for the 1969 and Succeeding Crop Years

CANNING AND FREEZING PEA ENDORSEMENT (APPLICABLE IN ALL STATES EXCEPT MINNESOTA AND WISCONSIN)

Pursuant to the authority contained in the Federal Crop Insurance Act, as amended, the above-identified regulations are amended effective beginning with the 1973 crop year in the following respects:

1. The portion of the table following paragraph (a) of § 401.103 of this chapter under the heading "Canning and Freezing Peas" is amended effective beginning with the 1973 crop year to read as follows:

§ 401.103 Application for insurance.

(a) * * *

(CLOSING DATES)

CANNING AND FREEZING PEAS

Minnesota and Wisconsin	April 15
All other States	March 15

* * * * *

2. The canning and freezing pea endorsement published in § 401.147 of this chapter is amended effective beginning with the 1973 crop year to read as follows:

§ 401.147 The canning and freezing pea endorsement (applicable in all States except Minnesota and Wisconsin).

The provisions of the canning and freezing pea endorsement (applicable in all States except Minnesota and Wisconsin) for the 1973 and succeeding crop years are as follows:

1. *Insured crop.* The crop insured shall be canning and freezing peas grown under a contract with a processor executed by the time the acreage to be insured is reported. Insurance shall not attach on any acreage of peas which is not grown under such contract nor on any acreage excluded from such contract for the crop year pursuant to the terms thereof.

2. *Period of insurance.* Insurance shall attach on any insured acreage when the peas are planted and end upon the earlier of final adjustment of a loss, destruction of the crop, completion of harvest, removal of the crop from the field, or September 15 of the crop year.

3. *Production guarantee.* The production guarantee for the crop year shall be the production guarantee per acre established by the corporation for canning and freezing peas and shown on the county actuarial table: *Provided,* That for any insured acreage not harvested and marketed as canning and freezing peas a dry pea guarantee of 60 percent of the canning and freezing pea guarantee for such acreage shall be applicable, unless the corporation, after notice as provided in section 4 hereof, determines that the potential production to count from such acreage if it had been timely vined and combined (herein called "harvest") would not have exceeded 25 percent of the canning and freezing pea guarantee.

4. *Immediate notice required.* In addition to the notices of loss and substantial damage required in section 8 of the policy, notice shall be given the corporation at the office for the county either orally, in person or by telephone, or in writing (1) no later than 48 hours after harvesting of canning and freezing peas has been discontinued on an insurance unit (hereinafter called "unit") before all of the acreage is harvested or (2) before harvest should start for optimum returns when it is expected or known that no acreage on a unit will be harvested for canning and freezing peas.

5. *Claims for loss.* (a) The loss claim for a unit shall be submitted to the corporation on a form prescribed by the corporation not later than 60 days after the end of the insurance period for the unit (see section 2 of this endorsement). The corporation reserves the right to provide additional time if it determines that circumstances beyond the control of either party prevent compliance with this provision.

(b) It is the responsibility of the insured to be able to accurately establish to the corporation's satisfaction the total production of the insured crop on the unit and that the loss claimed was directly caused during the insurance period for the crop year by one or more of the hazards insured against and to furnish any other information about the loss required by the corporation.

(c) Losses shall be determined separately for each unit. Subject to the provisions hereinafter, the amount of loss with respect to any unit shall be determined by (1) multiplying the insured acreage on the unit by the applicable production guarantee per acre, which shall be the production guarantee for the unit, (2) subtracting therefrom the total production to be counted for the unit, (3) multiplying the remainder by the applicable price for computing indemnities, and (4) multiplying the result obtained in (3) by the insured interest: *Provided,* That if for the unit the insured fails to report all of his interest or insurable acreage, the mount of loss shall be determined with respect to all of his interest and insurable acreage, but in such cases or otherwise, if the premium computed on the basis of the insurable acreage and interest exceeds the premium on the reported acreage and interest, or the acreage and interest when determined by the corporation under section 3 of the policy, the amount of loss shall be reduced proportionately.

When a portion of the insured acreage is not harvested for canning and freezing peas and the dry pea production guarantee becomes applicable to such acreage as provided in section 3 above, the amounts of the production guarantee and the production to count for each portion of the insured acreage shall be determined separately and then combined to obtain the production guarantee and the production to count for the unit.

The total production to be counted for a unit shall be determined by the corporation and shall include for harvested or unharvested acreage adjusted as canning and freezing peas the higher of 25 percent of the canning and freezing pea production guarantee or the production from the harvested acreage adjusted as provided in subsection (d) of this section; for harvested and unharvested acreage to which the dry pea production guarantee is applicable as provided in section 3 above, the production of dry peas to count in accordance with the corporation's insurance endorsement for dry peas, with a minimum production of 100 pounds to be counted for each unharvested acre; and any appraisals made by the corporation for (1) poor farming practices, (2) failure to timely harvest unless due to an insured cause, (3) uninsured causes of loss, (4) abandoned acreage, and (5) acreage put to another use without a prior written release of the acreage by the corporation. Appraisals for (4) and (5) above and any acreage producing less than the production guarantee per acre due solely to an uninsured cause shall be not less than the production guarantee for such acreage.

(d) The pounds of harvested canning and freezing peas to count shall be the value of the peas at the contractor price for the quality produced divided by the processor contract price per pound for production of the quality guaranteed as shown on the actuarial table: *Provided, however,* That any corporation appraisals for items (1), (2), (3), (4), and (5) in the preceding paragraph shall be on the basis of the quality of peas guaranteed.

6. *Insurance unit.* Notwithstanding the first sentence of section 19(e) of the policy, an insurance unit shall include all the insurable acreage in the county at the time of planting of any one of the insured types as shown on the actuarial table (1) in which the insured has 100 percent interest, (2) which is owned by one person and operated by the insured as a tenant, or (3) which is owned by the insured and rented to one tenant.

7. *Termination and cancellation dates.* For each crop year of the contract the cancellation date shall be the December 31 and the termination date the March 15 immediately preceding the beginning of the crop year for which the cancellation or termination is to be effective.

8. *Good experience discount.* The premium discounts provided in section 6(b) of the policy shall be applicable only to premiums paid by the termination date provided in section 6 of this endorsement.

(Secs. 506, 516, 52 Stat. 73, as amended, 77, as amended; 7 U.S.C. 1506, 1516)

The foregoing amendment provides a more attractive insurance plan for growers of green peas in the Pacific Northwest which it is believed will reverse the downward trend in participation from a high of 80 percent to a current estimate of 7 percent for 1973. However, the contract provides that changes for the 1973 crop year must be placed on file in the office for the county by not later than December 15, 1972. It would therefore be impossible to follow both the procedure for notice and public participation prescribed by 5 U.S.C. 553 (b) and (c) prior to the adoption of the proposed amendment and to comply with contractual provisions with respect to filing such changes in time for them to be effective for the 1973 crop year.

Under the circumstances, the Board of Directors found that it would be impracticable and contrary to the public interest to follow the procedure for notice and public participation prescribed by 5 U.S.C. 553 (b) and (c), as directed by the Secretary of Agriculture in a Statement of Policy, executed July 20, 1971 (36 F.R. 13804), prior to its adoption. Accordingly, said amendment was adopted by the Board of Directors on November 20, 1972.

[SEAL] LLOYD E. JONES,
Secretary,
Federal Crop Insurance Corporation.

Approved on November 27, 1972.

EARL L. BUTZ,
Secretary.

[FR Doc.72-20658 Filed 11-30-72;8:51 am]

[Amdt. 40]

PART 401—FEDERAL CROP INSURANCE

Subpart—Regulations for the 1969 and Succeeding Crop Years

APPLICATION

Pursuant to the authority contained in the Federal Crop Insurance Act, as amended, the above-identified regulations are amended effective beginning with the 1973 crop year in the following respects:

That portion published in paragraph (e) of § 401.103 of this chapter preceding item A of the application is amended effective beginning with the 1973 crop year to read as follows:

§ 401.103 Application for insurance.

* * * * *

(e) Applications for initial insurance shall be made on the following form:

U.S. DEPARTMENT OF AGRICULTURE

FEDERAL CROP INSURANCE CORPORATION

APPLICATION FOR FEDERAL CROP INSURANCE FOR 19— AND SUCCEEDING CROP YEARS

(Name and address) ZIP Code

(Contract number) (Identification number)

(County) (State)

* * * * *

(Secs. 506, 516, 52 Stat. 73, as amended 77, as amended; 7 U.S.C. 1506, 1516)

The foregoing amendment merely changes the designation of a blank line in the heading of the application form from "Policy Number" to "Contract Number" and adds a blank line designated as "Identification Number". On the latter line will be entered either the insured's Social Security number or the identification number assigned by the Internal Revenue Service. These numbers will facilitate access to production data accumulated by the Agricultural Stabilization and Conservation Service. Since the amendment involves no substantive change in the insurance contract the Board of Directors found that it would be unnecessary to follow the procedure for notice and public participation prescribed by 5 U.S.C. 553 (b) and (c), as directed by the Secretary of Agriculture in a Statement of Policy, executed July 20, 1971 (36 F.R. 13804), prior to its adoption. Accordingly, said amendment was adopted by the Board of Directors on November 20, 1972.

[SEAL] LLOYD E. JONES,
Secretary,
Federal Crop Insurance Corporation.

Approved on November 27, 1972.

EARL L. BUTZ,
Secretary.

[FR Doc.72-20657 Filed 11-30-72;8:51 am]

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture

[Amdt. 15]

PART 906—ORANGES AND GRAPEFRUIT GROWN IN THE LOWER RIO GRANDE VALLEY IN TEXAS

Container, Pack, and Container Marking Regulations

On November 15, 1972, notice of proposed rulemaking was published in the FEDERAL REGISTER (37 F.R. 24189) regarding a proposal, applicable to § 906.340 *Container, pack, and container marking regulations* (7 CFR 906.340; 37 F.R. 2765; 4707; 21800; 23626; 24814), recommended by the Texas Valley Citrus Committee, established pursuant to the marketing agreement, as amended, and Order No. 906, as amended (7 CFR Part 906), regulating the handling of oranges and grapefruit grown in the Lower Rio Grande Valley in Texas. This notice allowed interested persons 7 days during which they could submit written data, views, or arguments pertaining to the proposal. None were submitted. This program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

This action reflects the Department's appraisal of the need for restricting the use of containers and pack sizes to those most suitable for the packing and handling of fruit to promote orderly marketing, so as to provide consumers with good quality fruit, while improving returns to producers pursuant to the declared policy of the act. The amendment requires that fruit packed in bags having a capacity of 5 or 8 pounds of fruit be handled only in certain master containers.

After consideration of all relevant matters presented, including the proposal set forth in the aforesaid notice, the recommendation and information submitted by the Texas Valley Citrus Committee, and other available information, it is hereby found and determined that the amendment, as hereinafter set forth, is in accordance with the provisions of the said amended marketing agreement and order and will tend to effectuate the declared policy of the act.

It is hereby further found that good cause exists for not postponing the effective date of this amendment until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) the handling of fruit is now in progress and to be of maximum benefit the provisions of this amendment should be effective upon the date hereinafter specified, (2) the effective date hereof will not require of handlers any preparation that cannot be completed prior thereto, (3) this amendment was recommended by members of the Texas Valley Citrus Committee in an open meeting at which all interested persons were afforded opportunity to submit their views, (4) the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient, and (5) notice of proposed rulemaking concerning this amendment, with an effective date as hereinafter specified, was published in the FEDERAL REGISTER (37 F.R. 24189), and no objection to this amendment or such effective date was received.

Order. Therefore, the provisions of paragraph (a)(1)(iv) of § 906.340 (7 CFR 906.340; 37 F.R. 2765; 4707; 21800; 23626; 24814) are amended, reading as follows:

§ 906.340 Container, pack, and container marking regulations.

(a) * * *

(1) * * *

(iv) *Bags.* (*a*) Bags having a capacity of 5 pounds of fruit: *Provided,* That fruit when packed in such bags shall be handled only when packed in the number and container specified in paragraph (a)(1)(vi) of this section;

(*b*) Bags having a capacity of 8 pounds of fruit: *Provided,* That fruit when packed in such bags shall be handled only when packed in the number and container specified in paragraph (a)(1)(v) of this section; and

(*c*) Bags having a capacity of 18 pounds of fruit: *Provided,* That on and after August 1, 1973, bags having a capacity of 18 pounds of fruit shall be mesh or woven type;

* * * * *

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: November 28, 1972, to become effective December 4, 1972.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.72-20698 Filed 11-30-72;8:54 am]

PART 912—GRAPEFRUIT GROWN IN THE INDIAN RIVER DISTRICT IN FLORIDA

Expenses and Rate of Assessment

On November 14, 1972, notice of rulemaking was published in the FEDERAL REGISTER (37 F.R. 24116) regarding proposed expenses and the related rate of assessment for the period August 1, 1972, through July 31, 1973, pursuant to the marketing agreement, as amended, and order No. 912, as amended (7 CFR Part 912) regulating the handling of grapefruit grown in the Indian River District

in Florida. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674). After consideration of all relevant matters presented, including the proposals set forth in such notice which were submitted by the Indian River Grapefruit Committee (established pursuant to said marketing agreement and order), it is hereby found and determined that:

§ 912.212 Expenses and rate of assessment.

(a) *Expenses.* Expenses that are reasonable and likely to be incurred by the Indian River Grapefruit Committee during the period August 1, 1972, through July 31, 1973, will amount to $28,300.

(b) *Rate of assessment.* The rate of assessment for said period payable by each handler in accordance with § 912.41, is fixed at $0.0035 per standard packed box of grapefruit.

It is hereby further found that good cause exists for not postponing the effective date hereof until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) shipments of grapefruit are now being made, (2) the relevant provisions of said marketing agreement and this part require that the rate of assessment herein fixed shall be applicable to all assessable grapefruit handled during the aforesaid period, and (3) such period began on August 1, 1972, and said rate of assessment will automatically apply to all such grapefruit beginning with such date.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: November 28, 1972.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.72-20655 Filed 11-30-72;8:50 am]

Chapter XVIII—Farmers Home Administration, Department of Agriculture

SUBCHAPTER A—GENERAL REGULATIONS

[FHA Instruction 426.1]

PART 1806—REAL PROPERTY INSURANCE

Release of Mortgage Interest

Section 1806.4(a)(3) of Part 1806, Title 7, Code of Federal Regulations (35 F.R. 17238) is amended to authorize the county supervisor to delegate the authority to execute the "Release of Mortgage Interest" portion of Form FHA 426-2, "Property Insurance Mortgage Clause." As amended, the revised subparagraph of § 1806.4(a) will read as follows:

§ 1806.4 Examining and general servicing of insurance.

(a) *Examination by county office of policies, endorsements, binders, and other evidence of insurance.* * * *

(3) *Release of mortgage interest.* When the borrower's loan has been paid in full and the satisfaction or release of the mortgage has been executed, the county supervisor or his delegate will execute the following "Release of Mortgage Interest" on the mortgage clause attached to the policy or other evidence of insurance, and transmit it with the policy or other evidence of insurance, the paid-in-full note and the satisfaction to the borrower:

* * * * *

(Sec. 339, 75 Stat. 318, 7 U.S.C. 1989; sec. 510, 63 Stat. 437, 42 U.S.C. 1480; sec. 4, 64 Stat. 100, 40 U.S.C. 442; sec. 301, 80 Stat. 379, 5 U.S.C. 301; Orders of Act. Sec. of Agr., 36 F.R. 21529, 37 F.R. 22008; Order of Asst. Sec. of Agr. for Rural Development and Conservation, 36 F.R. 21529)

Dated: November 17, 1972.

DARREL A. DUNN,
Acting Administrator, Farmers Home Administration.

[FR Doc.72-20656 Filed 11-30-72;8:51 am]

Title 18—CONSERVATION OF POWER AND WATER RESOURCES

Chapter I—Federal Power Commission

[Docket No. R-439; Order 461]

PART 141—STATEMENT AND REPORTS (SCHEDULES)

PART 260—STATEMENT AND REPORTS (SCHEDULES)

Annual Report Forms; Reporting of Lease Rental Charges

NOVEMBER 24, 1972.

On March 30, 1972, the Commission issued a notice of proposed rule making in this proceeding (37 F.R. 6872, April 5, 1972) proposing to amend certain schedule pages in the FPC Annual Report Forms No. 1 and No. 2, to provide comprehensive reporting of lease rental charges.

Comments were invited from interested parties on or before May 15, 1972. The Commission received responses from 26 respondents.[1]

[1] Independent Natural Gas Association of America, American Electric Power Service Corp., Arizona Public Service Co., the Baltimore Gas & Electric Co., the Cincinnati Gas & Electric Co., Commonwealth Edison Co., the Detroit Edison Co., General Public Utilities Corp., the Montana Power Co., Northern States Power Co., Pacific Gas & Electric Co., Pacific Power & Light Co., Pennsylvania Power & Light Co., Philadelphia Electric Co., Public Service Electric & Gas Co., Public Service Indiana, San Diego Gas & Electric Co., Southern California Edison Co., Southern Services, Inc., Union Electric Co., Wisconsin Electric Power Co., Wisconsin Public Service Corp., Oklahoma Gas & Electric Co., Colorado Interstate Gas Co., Consolidated Gas Supply Corp., Tennessee Gas Pipeline Co.

After considering the comments received, we have concluded that it is desirable, to adopt the amendments proposed, with certain modifications.

The majority of the respondents to the proposed rule making suggested various revisions to the lower dollar limit for reporting comprehensive lease detail. The suggested limits ranged from $50,000 to $250,000. We are adopting this suggestion to a degree by requiring that the utilities report comprehensive detail only on those leases having annual charges of $250,000 or more, while reporting basically the same detail as that required prior to this order for leases with annual charges of $25,000 to $250,000.

The respondents from the natural gas industry suggested that the Commission specifically exempt the reporting of oil and gas leases from schedule page 533. We agree with this suggestion inasmuch as such charges are already reported as delay rentals or gas well royalties.

The previous report schedules excluded leases in connection with construction work in progress from being reported. A number of the respondents suggested that the proposed schedules be modified to include the same construction lease exemption. In adopting the respondents' suggestions, we have revised the exemption included in the previous schedules to state that only leased construction equipment utilized in construction work in progress be exempted from reporting. We have adopted this wording so as to forestall any confusion that might result on the reporting requirements for leased items, such as nuclear fuel, that may be included in construction work in progress.

Significant comments were received concerning the usefulness of comprehensive data proposed to be reported on those leases for EDP, office, transportation equipment and in the electric industry, pole rentals. The respondents stated that considering that such equipment is, in most cases, continually replaced by the lessor under conditions of the lease, the accumulated rent and other data has little, if any, relationship to property currently utilized by the utility. With this in mind, we are herein requiring that such leases be reported only in the minor detail required for leases in the $25,000 to $250,000 class, unless the lessee has the option to purchase the property.

Inasmuch as leases are usually long-term agreements where the basic details remain the same year after year, we have determined, pursuant to comments received, that the reporting of such information on an annual basis would be unnecessarily repetitious. Accordingly, we have amended the proposed instructions to require that such details need be reported when a lease is initiated and thereafter when amended or every 5 years, whichever occurs first. For all existing leases, the appropriate data will be submitted for the reporting year 1972.

The majority of the respondents had difficulties with the requirement to report the original cost of leased property. To accommodate those instances where the utility might not have access to the

original cost of the property or where the fair market value of the property, as of the date of the initiation of the lease, exceeds the original cost, we have amended the proposed schedules to allow the reporting of the estimated original cost or the fair market value of the property leased when appropriate. We are not requiring the assigning of values to leased property that constitutes a part of a larger unit, such as office space in a building.

Certain other constructive suggestions were received from the respondents. These suggestions, though not substantive in nature, were useful in clarifying the reporting requirements.

The Commission finds:

(1) The notice and opportunity to participate in this rule making proceeding with respect to the matters presently before this Commission through the submission, in writing, of data, views, comments, and suggestions in the manner described above, are consistent and in accordance with the procedural requirements prescribed by 5 U.S.C. 553.

(2) The amendments to § 141.1 in Chapter I, Title 18 of the Code of Federal Regulations, herein prescribed, are necessary and appropriate for the administration of the Federal Power Act.

(3) The amendments to § 260.1 in Chapter I, Title 18 of the Code of Federal Regulations, herein prescribed, are necessary and appropriate for the administration of the Natural Gas Act.

(4) Since the amendments prescribed herein, which were not included in the notice of this proceeding, are of a minor nature and consistent with the prime purpose of the proposed rule making, further compliance with the notice provision of 5 U.S.C. 553 is unnecessary.

(5) Since the amendments proposed herein make the reporting process more complete and informative, good cause exists for making this order effective January 1, 1972.

The Commission, acting pursuant to the provisions of the Federal Power Act, as amended, particularly Sections 301, 302, 303, 304, and 309 thereof (49 Stat. 854, 855, 856, 858, 859; 16 U.S.C. 825, 825a, 825b, 825c, 825h) and of the Natural Gas Act, as amended, particularly Sections 8, 9, 10, and 16 thereof (52 Stat. 825, 826, 830; 15 U.S.C. 717g, 717h, 717i, 717o), orders:

A. Paragraph (d) of § 141.1, Part 141, Subchapter D, Chapter I, Title 18 CFR, is amended by deleting the schedule title "Rents Charged" and substituting thereof "Lease Rentals Charged." As amended, the subparagraph reads:

§ 141.1 Form No. 1, annual report for electric utilities, licensees and others (Class A and Class B).

* * * * *

(d) This annual report contains the following schedules:

* * * * *

Lease Rentals Charged

* * * * *

B. Paragraph (c) of § 260.1, Part 260, Subchapter G, Chapter I, Title 18 CFR, is amended by deleting the schedule title "Rents Charged" and substituting thereof "Lease Rentals Charged." As amended, the subparagraph reads:

§ 260.1 Form No. 2, Annual report for natural gas companies (Class A and Class B).

* * * * *

(c) This annual report contains the following schedules:

* * * * *

Lease Rentals Charged

* * * * *

C. Schedule page 421 "Rents Charged" in the FPC Annual Report Form No. 1 prescribed by § 141.1, Chapter I, Title 18, CFR is revoked and new schedule pages 421A, 421B, 421C, and 421D "Lease Rentals Charged" are substituted therefor, all as set forth in Attachment A, hereto.[2]

D. Schedule page 533, "Rents Charged" in the FPC Annual Report Form No. 2, prescribed by § 260.1, Chapter I, Title 18, CFR is revoked and new schedule pages 533A, 533B, 533C, and 533D "Lease Rentals Charged" are substituted therefor, all as set forth in Attachment B.[2]

E. This order is effective January 1, 1972.

F. The Secretary shall cause prompt publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

[FR Doc.72-20643 Filed 11-30-72;8:49 am]

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter I—Coast Guard, Department of Transportation

[CGD 72-78R]

PART 110—ANCHORAGE REGULATIONS

San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay, San Joaquin River, and Connecting Waters, California

A voluntary vessel traffic separation system in San Francisco Bay, its tributaries, and approaches has been developed to promote the safe passage of vessels. To implement this separation system it is necessary to revise some of the anchorage grounds described in 33 CFR 110.224. The traffic separation system is comprised of inbound and outbound traffic lanes to divide opposing streams of vessels and reduce the potential of collisions. Precautionary areas have been established where traffic lanes merge or intersect. The system is designed to either lead the majority of vessels through the bay and its approaches in such a manner so as to minimize head-to-head meeting situations and crossing situations or move these encounters to relatively unrestricted waters safely.

This amendment is based on a notice of proposed rule making published in the Friday, April 28, 1972, issue of the FEDERAL REGISTER (37 F.R. 8535), and notice of public hearing issued by the Commander, Twelfth Coast Guard District, San Francisco, Calif., on April 25, 1972. The public hearing was held on May 24, 1972, at the Presidio Theater, Moraga Avenue, the Presidio of San Francisco, Calif.

Numerous comments were received, both oral and in writing, as a result of the public notice and public hearing. A complete digest of the comments received, as well as the evaluation of the comments is listed here.

Six comments were received to the effect that the San Francisco Bay is safe enough and that there is no need for the anchorage revisions and the forthcoming Vessel Traffic System; and, that the proposed changes would increase dangerous crossing situations rather than decrease them.

The regional vice president of the American Institute of Merchant Shipping expressed the opposite view and strongly urged the adoption of the anchorage changes and the establishment of a vessel traffic system. The potential hazard of collisions now exists and every effort should be made to reduce or eliminate the risk of collisions.

Five comments were received from residents of Tiburon Peninsula objecting to the relocating of Anchorages No. 4 and 5. Anchorage No. 4 has been in existence for a number of years. The proposed changes would result in fewer commercial vessels utilizing Anchorage No. 4 adjacent to Paradise Cove as the deeper portions of the anchorage in this area have been deleted. However, the proposal has been revised so that Anchorage No. 4 now will extend northward and eastward thus creating additional deep water anchorage east of the marshlands located north of Paradise Cay. The western boundary of proposed Anchorage No. 5 is located 1¼ miles from the shoreline of Tiburon Peninsula and vessels utilizing this anchorage should not affect the shore residents.

Three comments objected to the loss of the deepwater anchorage in the now existing Anchorage No. 4.

As stated above, the boundaries of proposed Anchorage No. 4 have been extended northward and eastward thus creating additional deepwater anchorage east of the marshlands.

Three comments recommended that proposed Anchorage No. 5 be resurveyed to insure that the charted conditions are accurate. Also, comment was made to the effect that vessel anchored in the southern portions of this anchorage might tend to confuse other traffic.

The Corps of Engineers has been requested to resurvey the anchorage. With

[2] Filed as part of the original document.

respect to the possibility of vessels being confused by anchored vessels in the southern part of Anchorage No. 5, it is planned that the San Francisco Vessel Traffic Center will keep traffic advised as to the status of vessels in or near Anchorage No. 5.

Nine comments stated that proposed Anchorage No. 7 was too small and difficult to enter and should provide enough room to accommodate vessels desiring a haven in fog rather than forcing them to proceed north or through the Bay Bridge. However, comments received from the Bar Pilots indicated that they would like the anchorage cleared when supertankers are transiting to and from the South Bay.

Proposed Anchorage No. 7 has been expanded to accommodate additional vessels, including one supertanker. To clarify the purpose of this anchorage, the regulations have been revised to limit the use of this anchorage to 12 hours and every vessel using this anchorage must be maintained in such condition that the vessel can move within 1 hour upon notification by the Captain of the Port.

Seven comments stated that the establishment of proposed Anchorage No. 8 would interfere with the movement of vessels, especially carriers to and from the Naval Air Station, Alameda.

The regulations pertaining to Anchorage No. 8 have been revised to limit the use of this anchorage to 6 hours and every vessel using this anchorage must be maintained so that the vessel can move within 1 hour upon notification by the Captain of the Port.

Four comments pointed out that proposed Anchorage No. 9 encroaches on the approach to the Naval Air Station, Alameda, and that the holding ground in Anchorage No. 9 is not as good as in Anchorage No. 7.

To provide for a wider approach to the Naval Air Station entrance channel, the northern (west end) boundary has been relocated to a point 1,000 yards south of the NAS entrance range. With respect to the holding ground capabilities, this anchorage has been in use for years with no record of mishaps.

Two comments stated that the discontinuance of former Anchorages No. 8 and No. 12 is unnecessary and that although a revision may be indicated, these areas should be retained for the offloading of supertankers and that Navy control of former Anchorage No. 12 would insure free access of Navy vessels to the Bay Bridge.

To continue Anchorages No. 8 and 12 would preclude any form of traffic separation in the area south of the Bay Bridge. Further, continued Navy control over a large portion of the busiest part of the bay can no longer be justified. In accordance with the comments, the special regulations governing Anchorage No. 9 have been revised to assure that adequate space is available for deep draft vessels.

Two comments stated the Explosives Anchorage No. 12 was not required, takes up needed space in Anchorage No. 9, and conflicts with plans for the Southern Bay Crossing.

There have already been several cases of vessels with drafts up to 46 feet being required to load or offload explosives in San Francisco Bay. Existing Explosives Anchorages No. 13 and 14 are inadequate for use of deep draft vessels. Further, the regulations for Explosives Anchorage No. 12 specify that when the anchorage is not activated, it becomes a part of Anchorage No. 9. With regard to the Southern Crossing plans, if these plans are approved, then the entire South Bay will be restudied.

One comment recommended that Naval Anchorage No. 21 be relocated further out of the fairway.

As there is adequate water and space closer to the Mare Island shore, this anchorage has been relocated as suggested.

In consideration of the foregoing, § 110.224 is revised to read as follows:

Title 33, Code of Federal Regulations, Chapter 1—Navigation and Navigable Waters, § 110.224 is amended to read as follows:

§ 110.224 San Francisco Bay, San Pablo Bay, Carquinez Straits, Suisun Bay, San Joaquin River, and connecting waters, California.

(a) *San Francisco Bay Anchorage Grounds*—(1) *Anchorage No. 3, General Anchorage.* That portion of Belvedere Cove bounded by the shore and line beginning at latitude 37°52'20", longitude 122°27'02"; thence southwest to latitude 37°51'43" and longitude 122°27'25".

(2) *Anchorage No. 4, General Anchorage.* (i) Bounded by the westerly shore of San Francisco North Bay and the following lines: Beginning on the shore southwest of Point San Quentin at latitude 37°56'28", longitude 122°28'54"; thence east-southeasterly to latitude 37°55'55", longitude 122°26'49"; thence southwesterly to latitude 37°54'13", longitude 122°27'24", thence southeast to the shore of Tiburon Peninsula at Point Chauncey at latitude 37°53'40.5", longitude 122°26'55", including Explosives Anchorage 13 and the forbidden anchorage surrounding it. For special regulations concerning the utilization of Explosives Anchorage 13 as a temporary general anchorage refer to subdivisions 110.224(a)(10) (iv) and (v).

(ii) Special regulation: No vessel anchored in this anchorage may project into the San Francisco Bay North Channel.

(3) *Anchorage No. 5, General Anchorage.* (i) In San Francisco Bay beginning on the northwest shore of Red Rock at latitude 37°55'48", longitude 122°25'52"; thence west to San Francisco Bay North Channel Lighted Buoy 12 at latitude 37°55'43", longitude 122°26'33"; thence south to San Francisco Bay North Channel Lighted Buoy 10 at latitude 37°54'-49", longitude 122°26'39"; thence southeast to latitude 37°53'23", longitude 122°25'09"; thence north to Southampton Shoal Channel Lighted Buoy 5SS at latitude 37°55'19", longitude 122°25'-29.5"; thence to the southeast shore of Red Rock at latitude 37°55'42", longitude 122°25'45".

(ii) *Special regulation:* No vessel anchored in this anchorage may project into the San Francisco Bay North Channel or the Southampton Shoal Channel.

(4) *Anchorage No. 6, General Anchorage.* Bounded by the easterly shore of San Francisco Bay and the following lines: Beginning at the shore of the southernmost extremity of Point Isabel at latitude 37°53'46", longitude 122°19'-19"; thence westerly along the northerly shore of Brooks Island to the jetty extending westerly therefrom; thence westerly along the jetty to its bayward end at latitude 37°54'13", longitude 122°23'-27"; thence south-southeast to latitude 37°49'53", longitude 122°21'39"; thence southeast to latitude 37°49'32.5", longitude 122°21'20.5"; thence east to latitude 37°49'34", longitude 122°20'13"; thence east-southeast to latitude 37°-49'30", longitude 122°19'45.5"; thence east-northeast to the shore at Emeryville at latitude 37°50'04", longitude 122°17'41"; excluding from this area, however, the Channel to Berkely Marina delineated by lines joining the following points:

Latitude	*Longitude*
37°52'08"	122°19'07".
37°52'03"	122°19'17.5".
37°52'00"	122°19'15.5".
37°51'01"	122°22'07".
37°50'43"	122°22'00".
37°50'53"	122°21'32".
37°51'47"	122°18'59".

(5) *Anchorage No. 7, Temporary General Anchorage.* (i) In San Francisco Bay bounded by the westerly shore of Treasure Island and the following lines: Beginning at the most westerly shore of Treasure Island at latitude 37°49'36", longitude 122°22'40"; thence northwesterly to latitude 37°50'00", longitude 122°22'57"; thence westerly to San Francisco Bay North Channel Lighted Buoy 2 at latitude 37°50'00", longitude 122°23'44"; thence southerly to latitude 37°49'22.5", longitude 122°23'44"; thence southeasterly to latitude 37°48'-40.5", longitude 122°22'38"; thence to the shore of Treasure Island at latitude 37°48'51.1", longitude 122°22'13".

(ii) Special regulations: (*a*) No vessel anchored in this anchorage may project into the San Francisco Bay North or South Channel.

(*b*) This anchorage is primarily for use by vessels requiring a temporary anchorage waiting to proceed to pier facilities or other anchorage grounds. This anchorage shall not be utilized by vessels for the purpose of off loading any dangerous cargoes or combustible liquids without a written permit from the Captain of the Port.

(*c*) Vessels utilizing this anchorage shall not remain for more than 12 hours without a written permit from the Captain of the Port.

(*d*) The master of every vessel using this anchorage shall maintain his vessel in such condition that the vessel can

move within 1 hour upon notification by the Captain of the Port.

(e) Light draft vessels shall anchor away from the deeper portions of this anchorage in accordance with paragraph (g) (7) of this section.

(6) *Anchorage No. 8, Temporary Anchorage.* (i) In San Francisco Bay bounded by the westerly shore of the Naval Air Station, Alameda, and the following lines: Beginning at Oakland Inner Harbor Light 2 at latitude 37°47'52", longitude 122°19'54"; thence west northwesterly to latitude 37°48'03", longitude 122°20'57.5"; thence south southwesterly at latitude 37°47'56", longitude 122°21' 22.5"; thence southwesterly to latitude 37°47'26", longitude 122°21'41"; thence south southeasterly to latitude 37°47'00", longitude 122°21'30"; thence southeasterly to the Alamada Naval Air Station Channel Lighted Bell Buoy 1 at latitude 37°46'38", longitude 122°20'24"; thence easterly to latitude 37°46'37", longitude 122°19'56"; thence northerly to the shore of the Naval Air Station, Alameda, at latitude 37°46'57", longitude 122°19'52.5".

(ii) Special regulations: (a) This anchorage is primarily for use as a temporary holding ground for vessels waiting to proceed to pier facilities in the Oakland Harbor.

(b) No vessel shall remain in this anchorage for more than 6 hours without written permit from the Captain of the Port.

(c) The master of every vessel using this anchorage shall maintain his vessel in such condition that the vessel can move within 1 hour upon notification by the Captain of the Port.

(d) No vessel anchored in this anchorage may project into the San Francisco Bay South Channel.

(7) *Anchorage No. 9, General Anchorage.* (i) In San Francisco Bay bounded on the north by the shore, the breakwater and turning basin at the Alameda Naval Air Station and a line beginning at the Alameda Naval Air Station Channel Lighted Buoy 6 at latitude 37°46'23", longitude 122°19'02"; thence west to the Alameda Naval Air Station Channel Entrance Lighted Buoy 2 at latitude 37°46'27", longitude 122°20'24.5"; thence west southwesterly to latitude 37°46'08", longitude 122°21'45"; thence south southeasterly to San Bruno Shoal Channel Light 1 at latitude 37°41'44", longitude 122°20'17.5"; thence south southeast to San Bruno Shoal Channel Light 5 at latitude 37°38'37", longitude 122°18'43"; thence southeast to latitude 37°36'05", longitude 122°14'13.5"; thence east northeast to the shore at latitude 37°37'38.5", longitude 122°09'02"; and bounded on the east by the shore; including all of San Leandro Bay excluding the pipeline areas therein. When Explosives Anchorage No. 12 is activated by the Captain of the Port, this anchorage and the forbidden anchorage zone surrounding it are excluded from Anchorage No. 9, General Anchorage.

(ii) Special regulations: (a) Light draft vessels shall anchor away from the deeper portions of this anchorage in accordance with paragraph (g) (7) of this section.

(b) No vessel anchored in this anchorage may project into the San Francisco Bay South Channel or into San Bruno Shoal Channel.

(8) *Anchorage No. 10, Naval Anchorage.* (i) In San Francisco Bay bounded by the easterly shore of Sausalito and the following lines: Beginning on the shore of Sausalito at latitude 37°51'20", longitude 122°28'38"; thence southeast to latitude 37°50'52.5", longitude 122°27'-57"; thence southwest to the shore of Sausalito at latitude 37°50'36", longitude 122°28'34".

(ii) Special regulation: This anchorage is for the use of public vessels of the United States, but may be used by yachts when not required for use by public vessels. All yachts making use of this anchorage shall be prepared to move immediately upon notice should the anchorage be required for public vessels. With the permission of the Captain of the Port, permanent yacht moorings may be placed within this anchorage, not more than 300 yards from the shore.

(9) *Anchorage No. 12, Explosives Anchorage.* (i) In San Francisco Bay east of the city of San Francisco a circular area having a radius of 500 yards centered at latitude 37°44'32.5", longitude 122°20'-27.5".

(ii) Special regulations: (a) No vessel may use this anchorage except the vessel that is loaded with, loading, or unloading explosives and lighters and barges lying alongside that vessel for transfer of cargo.

(b) This anchorage and the surrounding forbidden anchorage zone are temporarily activated as needed, by the Captain of the Port. When this anchorage is not activated it is part of Anchorage No. 9, General Anchorage. Notification of activation and deactivation will be disseminated by the U.S. Coast Guard in "Local Notice to Mariners," and by direct notice to the various pilot and shipping organizations.

(c) The maximum total quantity of explosives that may be on board a vessel moored in this anchorage shall be limited to 3,000 tons.

(d) The 667-yard-wide area surrounding this anchorage is a forbidden anchorage zone. No vessel may anchor in this forbidden zone while this anchorage is activated.

(10) *Anchorage No. 13, Explosives Anchorage (Temporary General).* (i) In San Francisco Bay east of the Tiburon Peninsula a circular area having a radius of 333 yards centered at the Explosives Anchorage 13 Buoy EX at latitude 37° 55'26", longitude 122°27'27".

(ii) Special regulations: (a) No vessel may use this anchorage except the vessel that is loaded with, loading, or unloading explosives and lighters and barges lying alongside that vessel for transfer of cargo.

(b) The maximum total quantity of explosives that may be on board a vessel moored in this anchorage shall be limited to 50 tons; except that, with the permission of the Captain of the Port, vessels in transit, loaded with explosives in excess of this limitation, may anchor temporarily in this anchorage provided the hatches to the holds containing explosives are not opened.

(c) The 667-yard-wide zone partially surrounding this anchorage is a forbidden anchorage zone. No vessel may anchor in this forbidden zone while this anchorage is being utilized by an explosives laden vessel.

(d) This anchorage and the surrounding forbidden anchorage zone are temporarily activated as needed by the Captain of the Port. When this anchorage is not in use as an explosives anchorage it may be utilized by any vessel as a temporary general anchoring ground, provided oral permission of the Captain of the Port is obtained prior to usage.

(e) The master of every vessel using this anchorage shall maintain his vessel in such condition that the vessel can move within 1 hour upon notification by the Captain of the Port.

(f) No vessel anchored in this anchorage may project into the San Francisco Bay North Channel.

(11) *Anchorage No. 14, Explosives Anchorage.* (i) In San Francisco Bay east of Hunters Point an area 1,000 yards wide and 2,760 yards long, the end boundaries of which are semicircles with radii of 500 yards and center, respectively at latitude 37°42'52", longitude 122°19'-32.5", and latitude 37°42'14", longitude 122°18'47"; and the side boundaries of which are parallel tangents joining said semicircles. This anchorage is marked at each extremity, respectively, by Explosives Anchorage 14 Lighted Buoy EX–A and Explosives Anchorage 14 Buoy EX–B.

(ii) Special Regulations: (a) No vessel may use this anchorage except vessels loaded with, loading, or unloading explosives and lighters and barges lying alongside those vessels for transfer of cargo.

(b) The maximum total quantity of explosives that may be on board a vessel moored in this anchorage shall be limited to 3,000 tons. Vessels will be assigned berths in this anchorage by the Captain of the Port on the basis of the maximum quantity of explosives that will be on board the vessel.

(c) The 667-yard-wide area surrounding this anchorage is a forbidden anchorage zone. No vessel may anchor in this forbidden zone while this anchorage is activated.

(d) This anchorage and the surrounding forbidden anchorage zone may be temporarily discontinued by the Captain of the Port when the area is required for general anchorage purposes.

(b) *San Pablo Bay Anchorage Grounds.*—(1) *Anchorage No. 18, General Anchorage.* In San Pablo Bay bounded by the westerly shore of San Pablo Bay and the following lines: Beginning at the shore at Point San Pedro at latitude 37°59'16", longitude 122°26' 47"; thence east to latitude 37°59'16", longitude 122°26'26"; thence northerly to latitude 38°03'46", longitude 122°25' 52.5"; thence northwesterly to the shore

south of the entrance to Novato Creek at latitude 38°05'13.5", longitude 122°29'04"; excluding from this area, however, the channel to Hamilton Field and the extension of this channel easterly to the boundary of the anchorage, and the pipeline area therein.

(2) *Anchorage No. 19, General Anchorage.* In San Pablo Bay bounded by the northeasterly shore of San Pablo Bay and the following lines: Beginning at the shore of Tubbs Island at latitude 38°07'39", longitude 122°25'18"; thence southerly to latitude 38°00'36", longitude 122°25'20"; thence northeasterly to latitude 38°03'13", longitude 122°19'46"; thence east northeasterly to latitude 38°03'37", longitude 122°17'13"; thence northerly to the long dike extending southwesterly from Mare Island at latitude 38°03'52.5", longitude 122°17'10"; thence along the long dike to the shore at Mare Island. Vessels anchored in this anchorage shall insure that they do not project into the Pinole Shoal Channel.

NOTE: See § 204.215 of this title establishing a target area in San Pablo Bay adjacent to the westerly shore of Mare Island for use of the Mare Island Navy Yard.

(3) *Anchorage No. 20, General Anchorage.* In San Pablo Bay bounded by the southeasterly shore of San Pablo Bay and the following lines: Beginning at the northeast corner of Parr Terminal No. 4 at Point San Pablo at latitude 37°57'59", longitude 122°25'35"; thence northeast to latitude 38°01'27.5", longitude 122°21'33"; thence east-northeast to the Union Oil Co. pier at Oleum at latitude 38°03'18", longitude 122°15'37"; and thence along this pier to the shore.

(4) *Anchorage No. 21, Naval Anchorage.* In San Pablo Bay south of Mare Island a rectangular area beginning at latitude 38°03'56", longitude 122°15'56"; thence easterly to latitude 38°04'02", longitude 122°15'20"; thence southerly to latitude 38°03'48", longitude 122°15'16"; thence westerly to latitude 38°03'42", longitude 122°15'52"; thence northerly to the point of beginning.

(c) *Carquinez Strait Anchorage Grounds*—(1) *Anchorage No. 24, General Anchorage.* (i) Bounded by the northerly shore of Carquinez Strait and the following lines: Beginning on the shore at Dillon Point at latitude 38°03'44", longitude 122°11'29"; thence southeast to latitude 38°03'34", longitude 122°11'10"; thence south-southeast to latitude 38°03'17", longitude 122°11'04"; thence southeast to the shore of Benicia at latitude 38°02'37.5", longitude 122°09'55".

(ii) Special regulation: Each vessel anchoring in this anchorage shall promptly notify the Captain of the Port, upon anchoring and upon departure.

(2) *Anchorage No. 25, General Anchorage.* (i) Bounded by the south shore of Carquinez Strait and the following lines: Beginning on the shore at Point Carquinez at latitude 38°02'09", longitude 122°10'22"; thence east southeast to latitude 38°01'47", longitude 122°08'57"; thence southeast to the shore of Martinez at latitude 38°01'20", longitude 122°08'42".

(ii) Special regulation: Each vessel anchoring in this anchorage shall promptly notify the Captain of the Port, upon anchoring and upon departure.

(d) *Suisun Bay Anchorage Grounds.*—(1) *Anchorage No. 26, General Anchorage.* On the west side of Suisun Bay, adjacent to and northeast of the city of Benicia within the following boundaries: Beginning on the shore northeast of Army Point at latitude 38°02'54", longitude 122°07'37"; thence south southeast alone the Southern Pacific bridge to latitude 38°02'38", longitude 122°07'24"; thence east to latitude 38°02'42", longitude 122°07'07.5"; thence northeast to Suisun Bay Anchorage 26 Lighted Buoy B at latitude 38°05'42", longitude 122°04'06"; thence northwest to the shore at latitude 38°05'58", longitude 122°04'28"; thence along the shore to the point of beginning.

NOTE: A portion of Anchorage 26 is occupied by the Suisun Bay Reserve Fleet of the Maritime Administration and § 207.900 of this title establishes a restricted area in the vicinity of the Reserve Fleet.

(2) *Anchorage No. 27, General Anchorage.* In the northeast portion of Suisun Bay bounded by the northern shore and the following lines: Beginning on the shore of Grizzly Island at latitude 38°08'13", longitude 122°02'42.5"; thence south to tripod at Preston Point on Roe Island at latitude 38°04'16", longitude 122°02'42"; thence along the south shore of Roe Island to latitude 38°04'05", longitude 122°01'35"; thence east southeast to latitude 38°03'42.5", longitude 121°58'54"; thence east to the shore of Chipps Island at latitude 38°03'42.5", longitude 121°55'05".

(e) *San Joaquin River Anchorage Grounds.*—(1) *Anchorage No. 28, General Anchorage.* The area bounded on the east by the shore of Lower Sherman Island and the following lines: Beginning at Point Sacramento on Lower Sherman Island at latitude 38°03'45", longitude 121°50'17.5"; thence southwest to latitude 38°03'37.5", longitude 121°50'31"; thence south-southeast to latitude 38°02'11", longitude 121°49'58"; thence to the shore of Lower Sherman Island at latitude 38°02'23", longitude 121°49'49".

(2) *Anchorage No. 30, Explosives Anchorage.* (i) The portion of the Old San Joaquin River Channel bounded on the west by the shore of Mandeville Point and the following lines: Beginning on the shore of Mandeville Point at latitude 38°04'01", longitude 121°32'05"; thence northeast to latitude 38°04'07.5", longitude 121°31'58"; thence southeast to latitude 38°04'02.5", longitude 121°31'42.5"; thence west to the shore of Mandeville Point at latitude 38°03'47.5", longitude 121°31'56".

(ii) Special regulations: (*a*) This anchorage is for the use of vessels, lighters, and barges loaded with, loading, or unloading explosives or explosive materials.

(*b*) No other vessel may enter or remain in this anchorage when the anchorage is occupied by vessels loaded with explosives. At all other times the anchorage is open to navigation.

(c) Notice of loading and unloading operations will be given by notice published by the U.S. Coast Guard in "Local Notice to Mariners", and by notice given by the Port of Stockton to local radio stations and newspapers, and by telephonic means to any organization that may request that such advice be given. In all cases the notice will state how long the operation will be in progress and on what days.

(f) *Sacramento River, Decker Island Restricted Anchorage for Vessels of the U.S. Government.*—(1) *The anchorage ground.* An elongated area in the Sacramento River bounded on the west by the shore of Decker Island and the following lines: Beginning on the shore at Decker Island North End Light at latitude 38°06'16", longitude 121°42'32.5"; thence east to latitude 38°06'15", longitude 121°42'27"; thence south to latitude 38°05'22", longitude 121°42'30"; thence southwest to latitude 38°05'08", longitude 121°42'40"; thence west southwest to latitude 38°05'02", longitude 121°42'50"; thence northwest to the shore of Decker Island at latitude 38°05'04", longitude 121°42'52.5".

(2) *Special regulation.* No vessel or other craft except those owned by or operating under contract with the United States may navigate or anchor within 50 feet of any moored Government vessel in the area. Commercial and pleasure craft shall not moor to buoys or chains of Government vessels, nor may they, while moored or underway, unreasonably obstruct the passage of Government or other vessels through the area.

(g) *General regulations.* The following regulations apply to each anchorage described in this section:

(1) No vessel may anchor in the navigable waters of San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay, New York Slough, San Joaquin River Deep Water Channel, and the Stockton Turning Basin, Calif., outside of the anchorage areas established in this section except when unforeseen circumstances create conditions of imminent peril or with the written permission of the Captain of the Port. Each vessel anchoring in imminent peril or heavy fog shall immediately inform the Captain of the Port of her position and reason for anchoring.

(2) No vessel may anchor within a tunnel, cable, or pipeline area shown on a Government chart.

(3) No vessel may moor, anchor, or tie up to any pier, wharf, or other vessel in such a manner as to extend into a channel.

(4) No vessel in such a condition that it is likely to sink or otherwise become a menace or obstruction to navigation or anchorage of other vessels may occupy an anchorage, except when unforeseen circumstances create conditions of imminent peril to personnel and then only for such period as may be authorized by the Captain of the Port.

(5) The Captain of the Port may require any vessel in a designated anchorage area to moor with two or more anchors.

(6) Each vessel that will not have sufficient personnel on board to weigh anchor at any time shall anchor with two anchors with mooring swivel, unless otherwise authorized by the Captain of the Port.

(7) Deep-draft vessels will take precedence over vessels of lighter draft in the deeper portions of all anchorages. Light-draft barges and vessels shall anchor away from the deeper portions of the anchorage so as not to interfere with the anchoring of deep-draft vessels. Should circumstances warrant, the Captain of the Port will require lighter draft vessels to move to provide safe anchorage, particularly in Anchorages 7 and 9, for deep-draft vessels.

(8) Barges towed in tandem to any anchorage area shall nest together when anchoring.

(9) Each vessel that is notified by the Captain of the Port or his authorized representative to shift her position shall promptly shift her position.

(10) No person may use these anchorages for any purpose other than the purpose stated in the special anchorage regulations.

(11) Nothing in this section may be construed as relieving any vessel or the owner or person in charge of any vessel from the penalties of law for obstructing or interfering with range lights or for not complying with the laws relating to lights, day signals, and fog signals and other navigation laws and regulations.

(12) *Explosives anchorages.* (i) Unless otherwise authorized by the Captain of the Port, no vessel other than a vessel carrying explosives may anchor in an explosives anchorage.

(ii) Each vessel carrying explosives shall be entirely within one of these areas when anchored, except as provided by subdivision (x) of this subparagraph.

(iii) No vessel may transport explosives to be loaded on, or that have been unloaded from, another vessel in an explosives anchorage area unless she carries written permission from the Captain of the Port.

(iv) No vessel carrying explosives or on which explosives are to be loaded may proceed to an explosives anchorage or occupy a berth in an explosives anchorage without written permission from the Captain of the Port, which may be revoked at any time.

(v) The Captain of the Port may issue permission to vessels carrying flammable solids, oxidizing materials, corrosive liquids, flammable liquids, compressed gases, and poisonous substances to occupy a berth in an explosives anchorage. Such a permit must be obtained before entering the anchorage and may be revoked at any time.

(vi) The Captain of the Port may require any person having business on board a vessel which is laden or being on-loaded or off-loaded with explosives to have a document that is acceptable to the Coast Guard for identification purposes and to show that document to the Captain of the Port.

(vii) The Captain of the Port may require a non-self-propelled vessel, or a self-propelled vessel that is unable to maneuver under its own power, that occupies an explosives anchorage to be attended by a tug.

(viii) Each vessel loading, unloading, or laden with explosives, while within an explosives anchorage, shall display by day at her masthead, or at least 10 feet above the upper deck if the vessel has no masthead, a red flag 16 square feet or more.

(ix) When a vessel is conducting loading operations from barges at any explosives anchorage and is displaying a red flag by day, passing vessels shall reduce speed so as to insure that their wake does not interfere with cargo transfer operations.

(x) The District Engineer, Corps of Engineers, may issue written permission for anchoring a single barge carrying exposives in quantities considered by him as safe and necessary in the vicinity of work being done directly under his supervision or under a Department of the Army permit. When the District Engineer issues such permission, he shall prescribe the conditions under which the explosives must be stored and handled and shall furnish a copy of the permit and a copy of the rules and regulations for storing and handling to the Captain of the Port.

(13) No vessel other than a vessel under Federal supervision may go alongside or in any manner moor to any Government-owned vessel, mooring buoy, or pontoon boom, their anchor cables, or any of their appendages. No vessel other than a vessel under Federal supervision may obstruct or interfere in any manner with the mooring, unmooring, or servicing of vessels owned by the United States.

(14) Each vessel anchoring in the San Joaquin River Deep Water Channel or the Stockton Turning Basin because of imminent peril or heavy fog shall be positioned as near the edge of the channel or turning basin as possible so as not to interfere with navigation, or obstruct the approach to any pier, wharf, slip, or boat harbor and shall move as soon as the imminent peril or heavy fog ceases or when notified to move by the Captain of the Port.

(15) No vessel may permanently moor in areas adjacent to the San Joaquin River Deep Water Channel except with the written permission of the Captain of the Port.

(Sec. 7, 38 Stat. 1053, as amended, sec. 6(g)(1)(A), 80 Stat. 937; 33 U.S.C. 471, 49 U.S.C. 1655(g)(1)(A); 49 CFR 1.46(c)(1), 33 CFR 1.05-1(c)(1) (36 F.R. 19160))

Effective date. This amendment shall become effective on January 1, 1973.

Dated: November 27, 1972.

W. M. BENKERT,
Rear Admiral, U.S. Coast Guard, Chief, Office of Marine Environment and Systems.

[FR Doc.72-20590 Filed 11-30-72;8:45 am]

Title 35—PANAMA CANAL

Chapter I—Canal Zone Regulations

SUBCHAPTER B—GENERAL REGULATIONS

PART 60—CLASSIFIED INFORMATION

Subchapter B of Chapter I, Title 35, Code of Federal Regulations, is amended by adding a new Part 60, as follows:

Sec.
60.1 Authority and scope.
60.2 Security classification categories; criteria to be used in classifying.
60.3 Authority to classify.
60.4 Marking requirements.
60.5 Declassification and downgrading.
60.6 Access to classified information.
60.7 Top Secret, Secret and Confidential Control Officer.
60.8 Compliance with Executive Order 11652; Company-Government Committee on Classified Information.
60.9 Requests for classification review.
60.10 Custody and storage.
60.11 Security investigations; training and orientation of employees.
60.12 Debriefing upon termination of employment.
60.13 Responsibility of individual employees.
60.14 Loss or compromise.
60.15 Classified-Documents Library.
60.16 Same: Procedure for handling classified documents.
60.17 Data Index System.

AUTHORITY: The provisions of this Part 60 issued under Executive Order 11652, dated March 8, 1972 (37 F.R. 5209, March 10, 1972) and National Security Council Directive of May 17, 1972 (37 F.R. 10053, May 19, 1972).

§ 60.1 Authority and scope.

Executive Order 11652, dated March 8, 1972 (37 F.R. 5209, March 10, 1972) and National Security Council Directive of May 17, 1972 (37 F.R. 10053, May 19, 1972) set forth the uniform standards for the identification, classification, downgrading, declassification, and the safeguarding of official information affecting the national defense or foreign relations of the United States (hereinafter collectively termed "national security"). The regulations contained in this part are adopted pursuant to that Executive Order and Directive (which became effective on June 1, 1972) and implement the provisions thereof within the Canal Zone Government and Panama Canal Company.

§ 60.2 Security classification categories; criteria to be used in classifying.

(a) Official information or material which requires protection against unauthorized disclosure in the interest of the national security shall be classified as "Top Secret", "Secret" or "Confidential" depending upon the degree of its significance to national security. No other categories of classification shall be used to identify such information or material except as otherwise expressly provided by statute.

(b) "Top Secret". Material or information, the unauthorized disclosure of which could reasonably be expected to cause "exceptionally grave damage" to the national security should be classified as "Top Secret". The Canal agencies do

not have authority to originally classify material or information as "Top Secret".

(c) "Secret". "Secret" refers to that national security information or material which requires a substantial degree of protection. The test for assigning "Secret" classification shall be whether its unauthorized disclosure could reasonably be expected to cause serious damage to the national security. Examples of "serious damage" include disruption of foreign relations significantly affecting the national security; significant impairment of a program or policy directly related to the national security; revelation of significant military plans or intelligence operations; and compromise of significant scientific or technological developments relating to national security. The classification "Secret" shall be sparingly used.

(d) "Confidential". Confidential" refers to that national security information or material which requires protection. The test for assigning "Confidential" classification shall be whether its unauthorized disclosure could reasonably be expected to cause damage to the national security.

(e) Unnecessary classification and over-classification shall be scrupulously avoided. Documents shall be classified according to their own content and not necessarily according to their relationship to other documents. Classification shall be solely on the basis of national security considerations. In no case shall information be classified in order to conceal inefficiency or administrative error, to prevent embarrassment to a person or the Canal agencies, to restrain competition or independent initiative, or to prevent for any other reason the release of information which does not require protection in the interest of national security. Each person possessing classifying authority under this part shall be held accountable for the propriety of classifications attributed to him. If the classifier has any substantial doubt as to which security classification category is appropriate, or as to whether the material should be classified at all, he should designate the less restrictive treatment.

§ 60.3 Authority to classify.

(a) The authority to originally classify information or material under this Part shall be limited to the categories of "Secret" and "Confidential". Only the following officials of the Canal Zone Government are authorized to originally classify information or material:

(1) Governor of the Canal Zone,

(2) Lieutenant Governor of the Canal Zone,

(3) Chief of Internal Security,

(4) Assistant to the Governor of the Canal Zone (Washington Office).

(b) Other officials and employees of the Company-Government originating documents which, in their opinion, should be classified as "Secret" or "Confidential" prior to dispatch, shall forward these documents to the Classified-Documents Library of the Internal Security Office with recommendation for appropriate classification. Such documents shall be protected by a cover sheet (such as Company-Government Forms 165–Conf or 165–B–Secret) of the classification recommended by the originator, and shall be safeguarded as if classified.

(c) All information or material originated within the Canal agencies which is believed to require classification as "Top Secret" (within the meaning of this part and Executive Order 11652) shall be forwarded by the originator to the Classified-Documents Library, which, in turn, shall transmit the same forthwith, under safeguards established by National Security Council directives, to the Executive Department having primary interest in the subject with a request that a determination be made as to classification.

(d) Intra-office documents, such as long-hand notes or draft papers, that contain information affecting the national security shall be distinctly marked with the proper classification at top and bottom, by hand, by the originator, and shall be protected and destroyed in the same manner as an inter-office or agency classified document. Such intra-office documents shall be forwarded to the Classified-Documents Library for destruction as soon as the content has been included in a formal classified paper or as soon as the note or draft is not required.

(e) A holder of classified information or material shall observe and respect the classification assigned by the originator. If a holder believes that there is unnecessary classification, that the assigned classification is improper, or that the document is subject to declassification under Executive Order 11652, he shall so inform the originator who shall thereupon reexamine the classification.

(f) Whenever information or material classified by an official designated pursuant to section 2 of Executive Order 11652 is incorporated in another document or other material by any person other than the classifier, the previously assigned security classification category shall be reflected thereon together with the identity of the classifier.

§ 60.4 Marking requirements.

(a) At the time of origination, each document or other material containing classified information shall be marked with its assigned security classification and whether it is subject to, or exempt from, the General Declassification Schedule contained in Executive Order 11652.

(b) Should the classifier inadvertently fail to mark a document with a declassification or exemption status, the document shall be deemed to be subject to the General Declassification Schedule. The person who signs or finally approves a document or other material containing classified information shall be deemed to be the classifier. If the classifier is other than such person, he shall be identified on the document.

(c) The overall classification of a document, whether or not permanently bound, or any copy or reproduction thereof, shall be conspicuously marked or stamped at the top or bottom of the outside of the front cover (if any), on the title page (if any), on the first page, on the back page, and on the outside of the back cover (if any). To the extent practicable, each interior page of a document which is not permanently bound shall be conspicuously marked or stamped at the top and bottom according to its own content, including the designation "Unclassified" when appropriate.

(d) Whenever a classified document contains either more than one security classification category or unclassified information, each section, part, or paragraph should be marked to the extent practicable to show its classification category or that it is unclassified.

(e) If classified material cannot be marked, written notification of the information otherwise required in markings shall accompany such material.

(f) A transmittal document shall carry on it a prominent notation as to the highest classification of the information which is carried with it, and a legend showing the classification, if any, of the transmittal document standing alone.

(g) Normally, unclassified material shall not be marked or stamped "Unclassified" unless the purpose of the marking is to indicate that a decision has been made not to classify it.

(h) Whenever a change is made in the original classification or in the dates of downgrading or declassification of any classified information or material, it shall be promptly and conspicuously marked to indicate the change, the authority for the action, the date of the action, and the identity of the person taking the action. In addition, all earlier classification markings shall be canceled, if practicable, but in any event on the first page.

(1) When the volume of information or material is such that prompt remarking of each classified item could not be accomplished without unduly interfering with operations, the custodian may attach downgrading, declassification, or upgrading notices to the storage unit in lieu of the remarking otherwise required. Each notice shall indicate the change, the authority for the action, the date of the action, the identity of the person taking the action, and the storage units to which it applies. When individual documents or other materials are withdrawn from such storage units, they shall be promptly remarked in accordance with the change, or if the documents have been declassified, the old markings shall be cancelled.

(2) When information or material subject to a posted downgrading, upgrading, or declassification notice are withdrawn from one storage unit solely for transfer to another, or a storage unit containing such documents or other materials is transferred from one place to another, the transfer may be made without remarking if the notice is attached to or remains with each shipment.

(i) In addition to the foregoing marking requirements, the warning notices prescribed by section IV H of the National Security Council Directive shall be prominently displayed on the classified documents or materials listed below. When display of these warning notices on the documents or other materials is not feasible, the warnings shall be included in the written notification of the assigned classification.

(1) Classified information or material containing Restricted Data as defined in the Atomic Energy Act of 1954, as amended.

(2) Classified information or material containing solely Formerly Restricted Data, as defined in section 142.d, Atomic Energy Act of 1954, as amended.

(3) Classified information or material furnished to persons outside the executive branch of Government other than as described in subparagraphs (1) and (2) of this paragraph.

(4) Classified information or material relating to sensitive intelligence sources and methods.

§ 60.5 Declassification and downgrading.

(a) Information or material may be downgraded or declassified by the official authorizing the original classification, by a successor in capacity or by a supervisory official of either.

(b) Classified information and material, unless declassified earlier by the original classifying authority, shall be declassified and downgraded in accordance with the rules contained in section 5 of Executive Order 11652.

(c) No official of the Canal Zone Government or Panama Canal Company is authorized to exempt classified information or material from the General Declassification Schedule.

(d) Information or material classified before June 1, 1972, and which is assigned to Group 4 under Executive Order 10501, as amended by Executive Order 10964, shall be subject to the General Declassification Schedule established by section 5(A) of Executive Order 11652. All other information or material classified before June 1, 1972, whether or not assigned to Groups 1, 2, or 3 of Executive Order 10501, as amended, shall be excluded from the General Declassification Schedule. However, at any time after the expiration of 10 years from the date of origin it shall be subject to a mandatory classification review and disposition under the same conditions and criteria that apply to classified information and material created after June 1, 1972, as set forth in sections 5(B) and 5(C) of Executive Order 11652. All classified information or material which is 30 years old or more, whether originating before or after June 1, 1972, shall be declassified as provided for under section 5(E) of Executive Order 11652.

(e) To the fullest extent practicable, classifying authorities shall indicate on the information or material at the time of original classification if it can be downgraded or declassified at a date earlier than that provided under the General Declassification Schedule, such as after a specified event, or upon removal of classified attachments or enclosures. All information and material classified after the effective date of the Order and determined in accordance with Chapter 21, 44 U.S.C. (82 Stat. 1287) to be of sufficient historical or other value to warrant preservation shall be systematically reviewed on a timely basis for the purpose of making such information and material publicly available in accordance with the determination regarding declassification made by the classifier under section 5 of the order. During each calendar year all such information and material warranting preservation and becoming declassified at or prior to the end of such year shall be segregated to the maximum extent possible. Promptly after the end of such year the declassified information and material shall be made available to the public to the extent permitted by law.

(f) When classified information or material from more than one source is incorporated into a new document or other material, the document or other material shall be classified, downgraded, or declassified in accordance with the provisions of the order and directives thereunder applicable to the information requiring the greatest protection.

(g) In the case of classified information or material not officially transferred by or pursuant to statute or Executive order in conjunction with a transfer of function, but originated in a department which has since ceased to exist, the Company-Government if in possession of such information or material, may downgrade and declassify it after giving 30 days' notice to any other department having an interest in the subject matter to enable the notified department to express its objections before action is taken.

(h) The Chief, Internal Security Office and his staff shall assist the Archivist of the United States in the exercise of his responsibility under section 5(E) of the order to systematically review for declassification all materials classified before June 1, 1972, and more than 30 years old. Such personnel will: (1) Provide guidance and assistance to archival employees in identifying and separating those materials originated in the Canal Zone Government-Panama Canal Company which are deemed to require continued classification; and (2) develop a list for submission to the Governor which identifies the materials so separated, with recommendations concerning continued classification. The Governor of the Canal Zone will then make the determination required under section 5(E) of the order and cause a list to be created which identifies the documentation included in the determination, indicates the reason for continued classification and specifies the date on which such material shall be declassified.

(i) When classified information or material is downgraded or declassified in a manner other than originally specified, whether scheduled or exempted, the classifier shall, to the extent practicable, promptly notify all addressees to whom the information or material was orignally officially transmitted. In turn, the addressees shall notify any other known recipient of the classified information or material.

§ 60.6 Access to classified information.

(a) No person shall be given access to classified information or material unless a favorable determination has been made as to his trustworthiness. The determination of eligibility, referred to as a security clearance, shall be based on such investigations as the Canal Zone Government may require in accordance with the standards and criteria of Executive Orders 10450 and 10865, as appropriate.

(b) In addition to a security clearance, a person must have a need for access to the particular classified information or material sought in connection with the performance of his official duties or contractual obligations. The determination of that need shall be made by officials having responsibility for the classified information or material.

(c) When a person no longer requires access to classified information or material in connection with the performance of his official duties or contractual obligations, his security clearance shall be withdrawn. Likewise, when a person no longer needs access to a particular security classification category, his security clearance shall be adjusted to the classification category still required for the performance of his duties and obligations. In both instances, such action shall be without prejudice to the person's eligibility for a security clearance should the need again arise.

(d) Persons outside the executive branch engaged in historical research projects may be authorized access to classified information or material originating within the Panama Canal Company-Canal Zone Government provided that the Governor-President determines that:

(1) The project and access sought conform to the requirements of section 12 of Executive Order 11652.

(2) The information or material requested is reasonably accessible and can be located and compiled with a reasonable amount of effort.

(3) The historical researcher agrees to safeguard the information or material in a manner consistent with the order and directives thereunder.

(4) The historical researcher agrees to authorize a review of his notes and manuscript for the sole purpose of determining that no classified information or material is contained therein.

An authorization for access shall be valid for the period required, but no longer than 2 years from the date of issuance unless renewed under Company-Government regulations.

(e) Except as otherwise provided by section 102 of the National Security Act

of 1947, 61 Stat. 495, 50 U.S.C. 403, classified information or material originating in another department shall not be disseminated outside the Company-Government without the consent of the originating department.

(f) Information or material bearing the notation "Warning Notice—Sensitive Intelligence Sources and Methods Involved" shall not be disseminated in any manner outside authorized channels without the permission of the originating department and an assessment by the Chief of Internal Security as to the potential risk to the national security and to the intelligence sources and methods involved.

§ 60.7 Top Secret, Secret and Confidential Control Officer.

(a) The Chief, Internal Security Office, Canal Zone Government, is designated Top Secret Control Officer and is responsible for the receipt, current accountability, and dispatch of all Top Secret documents and Restricted Data, according to the procedures set forth in this part and in National Security Council directives. The Deputy Chief, Internal Security Office, is designated as Alternate Top Secret Control Officer. A physical inventory of all Top Secret material shall be made at least annually.

(b) The Chief, Internal Security Office, is designated as Control Officer for all classified information up to and including Secret.

§ 60.8 Compliance with Executive Order No. 11652; Company-Government Classification Review Committee.

(a) The Chief, Internal Security Office, is responsible for insuring both effective compliance with, and implementation of Executive Order 11652 by the Canal agencies.

(b) There is established a Company-Government Committee on Classified Information which shall act on all suggestions and complaints received by it with respect to the administration of Executive Order 11652 and this part by the Canal agencies. The Chief, Internal Security Office, shall act as chairman of this committee and shall designate appropriate officials from the Panama Canal Company and Canal Zone Government to serve thereon.

(c) The Company-Government Committee on Classified Information shall be responsible for recommending to the Governor-President appropriate administrative action to correct abuse or violation of any provision of the order or directives thereunder, including notifications by warning letter, formal reprimand, and to the extent permitted by law, suspension without pay and removal. Upon receipt of such a recommendation the Governor-President shall act promptly and advise the Committee of his action.

§ 60.9 Requests for classification review.

(a) After the expiration of 10 years from the date of origin of a piece of classified information or material which is exempt from the General Declassification Schedule, any employee of the Canal agencies or any member of the public may request that the said information or material be reviewed for declassification. Such requests must be submitted in writing to the Office of the Executive Secretary of the Canal Zone, Post Office Box M, Balboa Heights, Canal Zone, and must describe the information or material with sufficient particularity to enable its identification and acquisition with a reasonable amount of effort and cost. Whenever a request is deficient in its description of the record sought, the requester should be asked to provide additional identifying information whenever possible. Before denying a request on the ground that it is unduly burdensome, the requester should be asked to limit his request to records that are reasonably obtainable. If the requester still does not describe the records sought with sufficient particularity, or the record requested cannot be obtained with a reasonable amount of effort, the requester shall be notified of the reasons why no action will be taken and of his right to appeal such decision.

(b) Requests for classification review under paragraph (a) of this section shall be forwarded by the Executive Secretary to the official who originally classified the document or his successor, who shall render a determination on the requests within 30 days unless he can show that a longer period of time is necessary. If the original classifier or his successor has made no determination with respect to the request within 60 days of its receipt, or if he determines that continued classification of the information or material is required, the requester may submit the matter to the Company-Government Committee on Classified Information for a determination.

(c) The Committee shall review and act upon all applications and appeals regarding requests for declassification within 30 days of their receipt. The Governor-President acting through the Committee may overrule a previous determination when, in its judgment, continued protection is no longer required. If the Committee determines that continued classification is required, it shall promptly so notify the requester and advise him that he may appeal the determination to the Interagency Classification Review Committee established by section 7 of Executive Order 11652.

(d) Requests for classification review of documents more than 30 years old shall be referred directly to the Archivist of the United States and handled in the manner prescribed in applicable National Security Council directives.

(e) For purposes of administrative determinations in cases involving requests for declassification under this section, the burden of proof is on the Company-Government to show that continued classification is warranted within the terms of the order.

(f) Upon a determination under this section that the requested material no longer warrants classification, it shall be declassified and made promptly available to the requester, if not otherwise exempt from disclosure under another provision of law.

(g) The classification reviews made in response to requests for such action pursuant to this section are in addition to the systematic review of classified information prescribed by section IIIA of the National Security Council Directive and which is covered by § 101.5(e) of this title.

§ 60.10 Custody and storage.

(a) Classified information shall be protected in accordance with applicable National Security Council directives.

(b) Each bureau director and chief of independent unit is responsible for assuring that all classified information within his organization is used, possessed, and stored only under conditions which will prevent access by, or dissemination to, unauthorized persons.

(c) Bureau directors and chiefs of independent units or branches are also responsible for assuring that all personnel having access to classified information in their respective organizations have a security clearance issued by the Chief, Internal Security Office.

(d) Combinations of all repositories containing classified information shall be changed at least annually and forwarded in double-sealed envelopes to the Internal Security Office. More frequent changes of combinations are required when custodians change or when there is reason to suspect possible compromise of the current combination. The double-sealed envelopes shall be classified no lower than the highest category of information contained in the repositories.

(e) Custodians of classified matter are responsible for registering with the Internal Security Office the names of all persons having knowledge of combinations to respositories containing classified information.

§ 60.11 Security investigations; training and orientation of employees.

(a) The Chief, Internal Security Office, is responsible for initiating appropriate investigation and clearance of personnel who are to have access to classified information in the Canal agencies.

(b) The Chief, Internal Security Office, is also responsible for establishing and maintaining a training and orientation program for employees concerned with classified information or material, to include the briefing of new employees and periodic reorientation during employment to emphasize an individual's responsibility for compliance with Executive Order 11652 and with this part.

§ 60.12 Debriefing upon termination of employment.

Bureau directors and heads of independent units shall be responsible for the debriefing of their employees upon termination of employment or contemplated temporary separation for a 60-day period or more to remind them of the provisions of the Criminal Code and

other applicable provisions of law relating to penalties for unauthorized disclosure.

§ 60.13 Responsibility of individual employees.

(a) The responsibility for the safeguarding of classified information shall rest upon each individual employee having possession or knowledge therof, regardless of how such information or knowledge was obtained. In addition, each individual employee is directly responsible for familiarizing himself with and complying with these and subsequently published security regulations.

(b) Any officer or employee, at any level of employment, determined to have been responsible for any release or disclosure of national security information or material in a manner not authorized by or under this part, Executive Order 11652, or a directive of the President issued through the National Security Council is subject to prompt and stringent administrative action, and, where a violation of criminal statutes may be involved, is subject to prosecution under applicable law.

§ 60.14 Loss or compromise.

Loss or compromise of any classified information shall be immediately reported to the Internal Security Office by the person having knowledge of its loss or compromise. The Internal Security Office shall immediately initiate an investigation for any breach in security regulations after having advised the originating activity or agency of the loss or compromise of such information.

§ 60.15 Classified Documents Library.

(a) The Canal Zone Government-Panama Canal Company Classified Documents Library is continued in the Internal Security Office.

(b) The purpose of the Classified Documents Library is to insure that maximum controls are afforded the processing and transmission of, and the accountability for, classified documents.

§ 60.16 Same: Procedure for handling classified documents.

(a) All classified documents addressed to any person or unit of the Canal Zone Government-Panama Canal Company, shall be immediately delivered by the addressee to the Classified Documents Library. Personnel of the Classified Documents Library shall receipt for and record all classified documents received from outside agencies (except that those officials, listed in § 101.3(a) of this title, may receipt for classified documents from outside agencies, and then forward them to the Classified Documents Library in person or by an authorized representative).

(b) The receipted documents shall be permanently recorded in the Classified Documents Library at which time accountability for these documents shall be assumed by the library.

(c) When classified documents addressed to an individual in the Canal Zone Government-Panama Canal Company are received by the Classified Documents Library, the addressee shall be notified by telephone that such classified matter is awaiting him at the Classified Documents Library. When the addressee picks up the classified documents at the library, all items shall be recorded on an individual classified documents register furnished by the Classified Documents Library; one copy to be permanently retained in the library, and one copy to be retained by the addressee. These registers shall be checked for correctness, and the addressee, or his authorized representative, shall sign for the documents opposite each item on the register. This method of transfer shall be utilized in lieu of a receipt.

(d) Classified information and material shall be transmitted in accordance with applicable National Security Council directives. When any unit of the Canal Zone Government-Panama Canal Company prepares a document which is to be classified Secret or Confidential, for transmission to other offices or agencies, the procedure shall be as follows:

(1) Prepare sufficient copies of a document for whatever distribution is required, and one additional copy for file in the Classified Documents Library.

(2) Forward draft copies, handwritten copies, and carbons to the Internal Security Office for destruction under established procedures. In addition, all portions of electric typewriter ribbons used in the preparation of classified material must be destroyed in the same manner. Reusable cloth typewriter ribbons must be protected if used for preparation of classified material on first pass through typewriter.

(3) Bring all copies of the document to the Classified Documents Library. Copies shall be securely fastened underneath a cover sheet of the classification recommended by the originator.

(4) At the direction of the Chief, Internal Security Office, the Classified Documents Library shall then assign the proper classification, short title, and serial number to each document, and an accountability stamp shall be placed on each copy.

(5) All classified documents shall be appropriately and conspicuously marked to put all persons on clear notice of their classified content. In addition, all classified documents shall be marked to indicate the downgrading-declassification schedule to be followed in accordance with section 5(A), Executive Order 11652.

(6) The Classified Documents Library shall record the document in the permanent documents log. The acountability of the documents passes from the originator to the library at this point.

(7) Distribution of the remaining copies shall be made by the Classified Documents Library according to the procedures covered in paragraph (c) of this section.

(e) Documents or portions of documents containing information shall not be reproduced without the consent of the originating office. All other classified material shall be reproduced sparingly and any state prohibition against reproduction shall be strictly adhered to.

(f) The number of copies of documents containing classified information shall be kept to a minimum to decrease the risk of compromise and reduce storage costs.

§ 60.17 Data Index System.

The Classified Documents Library shall maintain a data index system for Top Secret, Secret, and Confidential information in selected categories approved by the Interagency Classification Review Committee as having sufficient historical or other value appropriate for preservation. The index system shall contain the following data for each document indexed: (a) Identity of classifier, (b) department of origin, (c) addressees, (d) date of classification, (e) subject/area, (f) classification category and whether subject to or exempt from the General Declassification Schedule, (g) if exempt, which exemption category is applicable, (h) date or event set for declassification, and (i) file designation. Information and material shall be indexed into the system at the earliest practicable date during the course of the calendar year in which it is produced and classified, or in any event not later than March 31st of the succeeding year. This data system will be established no later than July 1, 1973, and shall index the selected categories of information and material produced and classified after December 31, 1972.

This amendment shall be effective upon publication in the FEDERAL REGISTER (12-1-72).

Dated: November 20, 1972.

[SEAL] DAVID S. PARKER,
Governor of the Canal Zone.

[FR Doc.72-20595 Filed 11-30-72;8:45 am]

Title 40—PROTECTION OF ENVIRONMENT

Chapter I—Environmental Protection Agency

SUBCHAPTER E—PESTICIDES PROGRAMS

PART 180—TOLERANCES AND EXEMPTIONS FROM TOLERANCES FOR PESTICIDE CHEMICALS IN OR ON RAW AGRICULTURAL COMMODITIES

2-(Thiocyanomethylthio) Benzothiazole

A petition (PP 2F1264) was filed by Buckman Laboratories, Inc., 1256 North McLean Boulevard, Memphis, TN 38108, proposing establishment of tolerances for negligible residues of the fungicide 2-(thiocyanomethylthio) benzothiazole in or on the raw agricultural commodities barley, corn, oats, rice, and wheat at 0.1 part per million.

Based on consideration given data submitted in the petition and other relevant material, it is concluded that:

1. The fungicide is useful for the purpose for which the tolerances are being established.

2. There is no reasonable expectation of residues of TCMTB per se or benzothiazole (free or conjugated) in eggs, meat, milk, or poultry.

3. The tolerances established by this order will protect the public health.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2)), the authority transferred to the Administrator of the Environmental Protection Agency (36 F.R. 15623), and the authority delegated by the Administrator to the Deputy Assistant Administrator for Pesticides Programs (36 F.R. 9038), § 180.288 is revised to read as follows:

§ 180.288 2-(Thiocyanomethylthio)benzothiazole; tolerances for residues.

Tolerances are established for negligible residues of the fungicide 2-(thiocyanomethylthio)benzothiazole in or on barley (grain and straw), corn, cottonseed, oats (grain and straw), rice (grain and straw), and wheat (grain and straw) at 0.1 part per million.

Any person who will be adversely affected by the foregoing order may at any time within 30 days after its date of publication in the FEDERAL REGISTER file with the Hearing Clerk, Environmental Protection Agency, Room 3902A, Fourth and M Streets SW., Waterside Mall, Washington, DC 20460, written objections thereto in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

Effective date. This order shall become effective on its date of publication in the FEDERAL REGISTER (12–1–72).

(Sec. 408(e), 68 Stat. 514; 21 U.S.C. 346a(e))

Dated: November 22, 1972.

EDWIN L. JOHNSON,
Acting Deputy Assistant Administrator for Pesticides Programs.

[FR Doc.72–20623 Filed 11–30–72;8:48 am]

PART 180—TOLERANCES AND EXEMPTIONS FROM TOLERANCES FOR PESTICIDE CHEMICALS IN OR ON RAW AGRICULTURAL COMMODITIES

4-(2,4-Dichlorophenoxy) Butyric Acid

A petition (PP 1F1089) was filed by Rhodia Inc., Chipman Division, 120 Jersey Avenue, New Brunswick, NJ 08903 in accordance with provisions of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 346a), proposing establishment of tolerances (40 CFR Part 180) for negligible residues of the herbicide 4-(2,4-dichlorophenoxy) butyric acid in or on the raw agricultural commodities alfalfa, barley, birdsfoot trefoil, clover, oats, peanuts, peanut hay, soybeans, soybean hay, and wheat at 0.2 part per million.

Subsequently, the petitioner amended the petition by withdrawing the proposed tolerances on barley, oats, peanut hay, and wheat and proposed that the tolerance be established for combined negligible residues of the herbicide 4-(2,4-dichlorophenoxy) butyric acid and its metabolite 2,4-dichlorophenoxyacetic acid.

Based on consideration given the data submitted in the petition and other relevant material, it is concluded that:

1. The herbicide is useful for the purpose for which the tolerances are being established.

2. There is no reasonable expectation of residues in eggs, meat, milk, or poultry, and § 180.6(a)(3) applies.

3. The tolerances established by this order will protect the public health.

4. The listing of interim tolerances for the herbicide is no longer necessary.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2)), the authority transferred to the Administrator of the Environmental Protection Agency (35 F.R. 15623), and the authority delegated by the Administrator to the Deputy Assistant Administrator for Pesticides Programs (36 F.R. 9038), Part 180 is amended as follows:

1. In Subpart C, by adding the following new section:

§ 180.331 4-(2,4-Dichlorophenoxy) butyric acid; tolerances for residues.

Tolerances are established for combined negligible residues of the herbicide 4-(2,4-dichlorophenoxy) butyric acid and its metabolite 2,4-dichlorophenoxyacetic acid in or on the raw agricultural commodities alfalfa, birdsfoot trefoil, clover, peanuts, soybean hay, and soybeans at 0.2 part per million.

§ 180.319 [Amended]

2. In § 180.319 Interim tolerances, by deleting the item "4-(2,4-dichlorophenoxy) butyric acid * * *".

Any person who will be adversely affected by the foregoing order may at any time within 30 days after its date of publication in the FEDERAL REGISTER file with the Hearing Clerk, Environmental Protection Agency, Room 3902A, Fourth and M Streets SW., Waterside Mall, Washington, DC 20460, written objections thereto in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

Effective date. This order shall become effective on its date of publication in the FEDERAL REGISTER (12–1–72).

(Sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2))

Dated: November 22, 1972.

EDWIN L. JOHNSON,
Acting Deputy Assistant Administrator for Pesticides Programs.

[FR Doc.72–20624 Filed 11–30–72;8:48 am]

TITLE 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 14—Department of the Interior

PART 14–55—PROCUREMENT OF SERVICES

Contract for Services

Pursuant to the authority of the Secretary of the Interior, contained in 5 U.S.C. 301, Part 14–55 of Chapter 14, Title 41 of the Code of Federal Regulations is hereby amended as set forth below.

It is the general policy of the Department of the Interior to allow time for interested parties to take part in the rule making process. However, the amendments and revisions herein are minor and entirely administrative in nature. Therefore, the public rule making process is waived and these changes will become effective upon publication in the FEDERAL REGISTER (12–1–72).

RICHARD R. HITE,
Assistant Secretary, Management and Budget.

NOVEMBER 22, 1972.

1. The Interior Procurement Regulations are amended by the addition of Part 14–55, Subpart 14–55.1, and §§ 14–55.101 through 14–55.104.

Sec.
14–55.000 Scope of part.

Subpart 14–55.1—Contracts for Services

14–55.101 Definition of a contract for services.
14–55.102 Policy.
14–55.103 Implementation of policy.
14–55.104 Requirement for Departmental approval.

AUTHORITY: The provisions of this Part 14–55 issued under sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c).

§ 14–55.000 Scope of part.

This part prescribes departmental policies and procedures relative to procurement of services by contract. It does not apply to (a) services of individuals obtained by direct appointment or

through normal Civil Service employment procedures, (b) management consultant services (see Departmental Manual 365.1), (c) services obtained by grant, nor (d) to implementation of the Service Contract Act of 1965, as amended.

Subpart 14–55.1—Contracts for Services

§ 14–55.101 Definition of a contract for services.

(a) A contract for services is one which requires the contractor to furnish primarily the time and effort of himself and/or his personnel as distinguished from, or in addition to an end product. For purposes of this definition, a report including plans and drawings shall not be considered an end product if the primary purpose of the contract is to obtain the contractor's time and effort.

(b) Examples of contracts for services within the definition of paragraph (a) of this section are contracts for the following:

(1) Aerial, photogrammetry, and aeromagnetic services;

(2) Appraisal services;

(3) Architectural and engineering services;

(4) Construction;

(5) Data Processing;

(6) Employee health and related services;

(7) Expert and consultant services (excluding management consultant services) (see Departmental Manual 365.1.1);

(8) Housekeeping and janitorial services (including garbage and refuse collection and disposal);

(9) Installation of equipment obtained under separate contract;

(10) Maintenance, repair, servicing, rehabilitation, salvage, or modification of equipment and facilities;

(11) Managerial support inherent in research and development;

(12) Operation of Government-owned equipment and facilities;

(13) Photographic, printing, and publication services;

(14) Special services for Indians;

(15) Specific studies, nonrecurring;

(16) Stenographic reporting services;

(17) Testing services;

(18) Training and education services.

§ 14–55.102 Policy.

(a) It is the policy of the Department of the Interior to provide management direction and execution of authorized programs and activities and workforce capability essential to accomplishment. In light of this broad policy, additional services acquired by contract is staff augmentation and must be justified.

(b) The Civil Service laws and regulations and the Classification Act lay down requirements which must be met by the Government in hiring its employees, and establish the incidents of employment, except as otherwise authorized by express statutory authority (i.e., 5 U.S.C. 3109) as implemented by the annual Department of the Interior Appropriation Act. These laws shall not be circumvented through the medium of contracting for personal services in such a manner that the contractor or his employees are in effect employees of the Government. Bureau and office heads shall be responsible for assuring implementation of this policy within their respective organizations.

§ 14–55.103 Implementation of policy.

(a) In considering the procurement of services by contract, it must be established beyond a doubt that such services are not for the disposition of accumulated backlogs of day-to-day work where the accumulation is traceable to nonproductivity or diversion of assigned staff. Procurement of services by contract to dispose of nonrecurring peak loads may be considered. It must also be established that the contract shall not involve work in which all of the following elements are substantially involved:

(1) Performance on-site;

(2) Principal tools and equipment furnished by the Government;

(3) Services are applied directly to integral effort of agencies or an organization subpart in furtherance of assigned function or mission;

(4) Comparable services, meeting comparable needs are performed in the same or similar agencies using Civil Service personnel;

(5) The need for the type of service provided can reasonably be expected to last beyond 1 year; and

(6) The inherent nature of the service or the manner in which it is provided reasonably requires, directly or indirectly, Government direction or supervision of contractor employees in order to: adequately protect the Government's interest; or retain control of the function involved; or retain full personal responsibility for the function supported in a duly authorized Federal officer or employee.

§ 14–55.104 Requirements for Departmental approval.

(a) Proposals to acquire services by contract shall require approval of the Assistant Secretary—Management and Budget where it is estimated that the contract will exceed $100,000: *Provided*, That, proposals to acquire the following categories of services shall be exempted from this requirement:

(1) Aerial, photogrammetry, and aeromagnetic services;

(2) Appraisal services, provided such services are not traditionally performed in-house, or Federal supervision is not involved. Appraisal services specifically authorized by law (e.g. 43 U.S.C. 411b) are also exempt.

(3) Architectural and engineering services, provided such services do not involve design work traditionally performed in-house;

(4) Construction;

(5) Employee health and related services;

(6) Professional services inherent in research and development work, provided, however, that use of R and D authority for procurement of managerial support such as management systems development is barred;

(7) Special services for Indians (guidance and teaching, nursing, medical care) as authorized by the Bureau of Indian Affairs program;

(8) Stenographic reporting services for specific purposes such as hearings;

(9) Training and education services.

(b) Requests for approval shall include a complete justification as to why it is considered to be in the public interest to acquire the services by contract, an estimate of cost, and information as to whether the services are to accomplish peak load requirements.

[FR Doc.72-20596 Filed 11-30-72;8:45 am]

Chapter 15—Environmental Protection Agency

PART 15–16—PROCUREMENT FORMS

Subpart 15–16.5—Forms for Advertised and Negotiated Nonpersonal Service Contracts (Other Than Construction and Architect-Engineer Contracts)

GENERAL PROVISIONS

On June 23, 1972, a notice of proposed rule making was published in the FEDERAL REGISTER (37 F.R. 12401–12404) stating that the Environmental Protection Agency was considering an amendment to 41 CFR Ch. 15, by adding new § 15–16.901–2A, *General provisions for use in fixed price research and development contracts with profit making organizations*, under Subpart 15–16.9, Illustration of forms. Interested parties were invited to submit written data, views, or comments within 30 days after publication. Written comments were received, and after due consideration of the views presented the regulation was revised and adopted as set forth below.

The purpose of this amendment is to illustrate EPA Form 1900–18, General Provisions for Use in Fixed Price Research and Development Contracts with Profit Making Organizations, as revised, and recodify the subpart as 15–16.5 and the section as § 15–16.553–2.

(40 U.S.C. 486(e), sec. 205(c), 63 Stat. 377, as amended)

Effective date. This amendment shall become effective upon availability of EPA Form 1900–18 from EPA supply sources.

Dated: November 27, 1972.

WILLIAM D. RUCKELSHAUS,
Administrator.

§ 15–16.553–2 General provisions for use in fixed price research and development contracts with profit making organizations.

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(b) Except as otherwise provided in this contract, the term "Subcontracts" includes purchase orders under this contract.

(c) The term "EPA" means the Environmental Protection Agency.

2. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, specifications, or statement of work, (ii) method of shipment or packing, (iii) place of inspection, delivery, or acceptance, and (iv) the amount of Government-furnished property. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract or otherwise affects any other provisions of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the contract price or time of performance, or both, and (ii) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; *Provided, however*, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

4. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer: (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however*, That the Contractor: (i) Shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: And, *provided further*, That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Subpart 1–8.1 of the Federal Procurement Regulations (41 CFR 1–8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same: *Provided*, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 1-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 1-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c) of this section, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: *Provided*, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole

amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b)(7), above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i); and

(iii) A sum, as profit on (i), above, determined by the Contracting Officer pursuant to 1–8.303 of the Federal Procurement Regulations (41 CFR 1–8.303), in effect as of the date of execution of this contract, to be fair and reasonable: *Provided, however*, That if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (2)(i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(7).

(f) Costs claimed, agreed to, or determined pursuant to paragraphs (c), (d), and (e) of this clause shall be in accordance with the applicable contract cost principles and procedures in Part 1–15 of the Federal Procurement Regulations (41 CFR 1–15) in effect on the date of this contract.

(g) The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause, there shall be deducted: (1) All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: Provided, however, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of 3 years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

5. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) of this clause, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to perform the work called for by this contract within the time(s) specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, work similar to the work so terminated and the Contractor shall be liable to the Government for any excess costs for such similar work: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unususually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule or other performance requirements.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, any of the completed or partially completed work not theretofore delivered to, and accepted by, the Government and any other property, including contract rights, specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon the direction of the Contracting Officer protect and preserve property in the possession of the Contractor in which the Government has an interest. The Government shall pay to the Contractor the contract price if separately stated, for completed work accepted by the Government and the amount agreed upon by the Contractor and the Contracting Officer for: (1) Completed work for which no separate price is stated, (2) partially completed work, (3) other property described above

which is accepted by the Government, and (4) the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly, failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The right and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

6. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. INSURANCE

(a) The Contractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 1–10.5 of the Federal procurement regulation as of the date of execution of this contract, and such insurance as the Contracting Officer prescribes by written direction.

(b) At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy State law.

(2) Employer's liability insurance, where available.

(3) Automobile liability and general liability insurance, on the comprehensive form of policy, in the amount of $200,000 per claimant and $500,000 per incident.

(c) The terms of any other insurance policy held by Contractor shall be submitted to the Contracting Officer for review and/or approval upon request of the Contracting Officer.

(d) The Contractor shall promptly furnish the Contracting Officer written notice of serious injury to or death of any third person, or any damage estimated to exceed $1,000, to the property of any third person arising out of or in connection with the performance of this contract.

8. NOTICE TO THE GOVERNMENT OF DELAYS

(a) Whenever the Contractor has knowledge that any actual or potential situation or labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a situation or labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential situation or labor dispute, the subcontractor shall immediately notify its next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

9. PAYMENTS

The Contractor shall be paid, upon submission of proper invoices or vouchers, the price stipulated herein for work delivered or rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

10. INTEREST

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of 6 percent per annum from the date due until paid. Amounts shall be due upon the earliest one of: (i) The date fixed pursuant to this contract; (ii) the date of the first written demand for payment, consistent with this contract, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

11. PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the "Disputes" clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92–41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of: (1) A final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above: (1) Interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction.

12. AUDIT

(a) For purposes of verifying that certified cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000, was accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of three (3) years from the date of final payment under this contract or of the time periods for the particular records specified in Part 1–20 of the Federal Procurement Regulations (41 CFR Part 1–20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(b) The Contractor agrees to insert this clause, including this paragraph (b), in all subcontracts hereunder which when entered into exceed $100,000, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved as the contracting and certifying party; to add "of the Government prime contract" after "Contracting Officer;" and to add, at the end of (a) above, the words, *"Provided that,* In the case of any contract change or modification, such change or modification results from a change or other modification to the Government prime contract." In each such excepted subcontract hereunder which when entered into exceeds $100,000, the Contractor shall insert the following clause:

AUDIT-PRICE ADJUSTMENTS

(a) This clause shall become operative only with respect to any change or other modification of this contract which involves a price adjustment in excess of $100,000 unless the price adjustment is based on adequate price competition established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation: *Provided,* That such change or other modification to this contract results from a change or other modification to the Government prime contract.

(b) For purposes of verifying that certified cost or pricing data submitted in conjunction with such a contract change or modification was accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1–20 of the Federal Procurement Regulations (41 CFR Part 1–20), of the Federal Procurement Regulations (41 CFR Part 1–20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will

permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The subcontractor agrees to insert this clause, including this paragraph (c), in all subcontracts hereunder which when entered into exceed $100,000.

13. FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and—

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: *Provided*, That the Contractor, if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over $100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

14. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations Part 1–20, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or anyof his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in the Federal Procurement Regulations Part 1–20, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes: (1) Purchase orders not exceeding $2,500, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c) above, for records which relate to: (1) Appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) litigation expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

15. COST ACCOUNTING STANDARDS

(The following clause shall be applicable if this contract exceeds $100,000.)

(a) Unless the Cost Accounting Standards Board has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Public Law 91–379, August 15, 1970), the Contractor, in connection with this contract shall:

(1) By submission of a disclosure statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has marked the disclosure statement to indicate that it contains trade secrets and commercial or financial information which is privileged and confidential, the disclosure statement will be protected and will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices is made for the purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the disclosure statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (A) Agree to an equitable adjustment as provided in the changes clause of this contract if the contract cost is affected by a disclosure statement change which the Contractor is required to make pursuant to (3), above. If the Contractor has not been required to file a disclosure statement but is required pursuant to (a)(3), above, to change an established practice, then an equitable adjustment shall similarly be agreed to.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which any disclosure statement change other than changes under (4)(A), above, may be made. A change to a disclosure statement may be proposed by either the Government or the Contractor; *Provided, however*, That no agreement may be made under this provision that will increase costs paid by the United States under this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to paragraphs (a)(1) and (a)(2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Public Law 92–41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, the Cost Accounting Standards Board, or the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of $100,000 where the price negotiated is not based on:

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Prices set by law or regulation.

(NOTE: Subcontractors shall be required to submit their disclosure statements to the Contractor. However, if a subcontractor has

previously submitted his disclosure statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such statement and the address of the Contracting Officer.)

In any case where a subcontractor determines that the disclosure statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's disclosure statement to the same Government offices to which the Contractor was required to make submission of his disclosure statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations and Standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in § 331.2 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.2) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing: (1) The solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

16. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.)

(a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Contractor, or any subcontractor pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data," or "Subcontractor Cost or Pricing Data—Price Adjustments," or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(NOTE: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

17. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with Part 1–15 of the Federal Procurement Regulations as in effect as of the date of this contract.

18. SUBCONTRACTOR COST AND PRICING DATA

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.)

(a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, change or other modification, the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000 or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the prime contractor in the Government that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000 unless the price thereof is based on adequate price competition, established catalog or market prices on commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the prime contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

19. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

20. UTILIZATION OF SMALL BUSINESS CONCERNS

(The following clause is applicable if this contract exceeds $5,000.)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for the supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

21. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds $5,000.)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that: (1) Have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially: (i) In or near sections of concentrated unemployment or underemployment

or in persistent or substantial labor surplus areas, or (ii) in other areas of the United States, respectively; or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

22. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The following clause is applicable if the amount of this contract is in excess of $5,000 except: (1) Contracts which, including all subcontracts hereunder, are to be performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

23. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this equal opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

24. LISTING OF EMPLOYMENT OPENINGS

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for $10,000 or more and will generate 400 or more man-days of employment.)

(a) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.

(c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by this contract clause.

(e) This clause does not apply: (1) To the listing of employment openings which occur outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2) to contracts with State and local governments.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and the representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(4) "Man-day of employment" means any day during which an employee performs more than 1 hour of work.

(h) The Contractor agrees to place this clause (excluding this paargraph (h)) in any subcontract directly under this contract.

25. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

26. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 327–333)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

27. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

28. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S.C. 10a–d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(1) "Components" mean those articles, materials, and supplies which are directly incorporated in the end products;

(2) "End products" mean those articles, materials, and supplies which are to be acquired under this contract for public use; and

(3) A "domestic source end product" means: (A) An unmanufactured and product which has been mined or produced in the United States, and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (3) (B), components of foreign origin of the same type or kind as the products referred to in (b) (2) or (3) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(1) Which are for use outside the United States;

(2) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(3) As to which the Administrator determines the domestic preference to be inconsistent with the public interest; or

(4) As to which the Administrator determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated Dec. 17, 1954.)

29. OFFICIALS NOT TO BENEFIT

No Member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

30. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

31. GRATUITIES

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Administrator or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract: *Provided*, That the existence of the facts upon which the Administrator or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled: (1) To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Administrator or his duly authorized representative) which shall be not less than three nor more than 10 times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

32. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract).

33. RIGHTS IN DATA

(a) *Definitions.* (1) Technical Data, as used in this clause, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(2) Limited rights means rights to use, duplicate, or disclose technical data, in whole

or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be: (a) Released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or procurement, or (c) used by a party other than the Government, except for:

(i) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, provided that the release or discover thereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or

(ii) Release to a foreign government, as the interest of the United States may require, for emergency repair or overhaul work by or for such government under the conditions of (i) above.

(3) Unlimited rights means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) *Government rights.* (1) The Government shall have unlimited rights in:

(i) Technical data resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract;

(ii) Technical data necessary to enable manufacture of end-items, components and modifications, or to enable the performance of processes, when the end-items, components, modifications, or processes have been, or are being, developed under this or any other Government contract or subcontract in which experimental, developmental or research work is, or was specified as an element of contract performance.

(iii) Technical data prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished data;

(iv) Technical data pertaining to end-items, components or processes, prepared or required to be delivered under this or any other Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit, and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);

(v) Manuals or instructional materials prepared or required to be delivered under this contract or any subcontract hereunder for installation, operation, maintenance or training purposes;

(vi) Technical data which is in the public domain, or has been or is normally furnished without restriction by the contractor or subcontractor; and

(vii) Technical data listed or described in an agreement incorporated into the schedule of this contract, which the parties have predetermined, on the basis of subparagraphs (i) through (vi) above, and agreed will be furnished with unlimited rights.

(2) The Government shall have limited rights in technical data, listed or described in an agreement incorporated into the schedule of this contract, which the parties have agreed will be furnished with limited rights provided that such piece of data to which limited rights are to be asserted is marked with the following legend in which is inserted the number of the prime contract under which the technical data is to be delivered and the name of the contractor or subcontractor by whom the technical data was generated:

This technical data, furnished under United States Government Contract No. _____, shall not, without the written permission of _____, be either: (a) Used, released, or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or procurement, or (c) used by a party other than the Government, except for: (i) Emergency repair or overhaul work only, by or for the Government where the item or process concerned is not otherwise reasonably available to enable timely performance of the work provided that the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure; or (ii) release to a foreign government, as the interest of the United States may require, for emergency repair or overhaul work by or for such government under the conditions of (i) above. This legend shall be marked on any reproduction hereof in whole or in part.

No legend shall be marked on, nor shall any limitation on rights of use be asserted as to, any data which the Contractor has previously delivered to the Government without restriction. The limited rights provided for by this paragraph (b)(2) shall not impair the right of the Government to use similar or identical data if such data is or becomes a part of the public domain or public knowledge by publication or otherwise, or is acquired by the Government from other sources, without restrictions. In preparation of the final report (if required under the contract), any and all technical data in which the Government has limited rights as set forth in (b)(2) above, shall be submitted under separate cover with the final report and marked with the legend set forth above. However, the final report shall include a complete disclosure of all materials, processes, and equipment employed in such full, clear, concise, and exact detail, including data such as mathematical, graphic, and written descriptive materials and other means of disclosure appropriate in the circumstances to enable any person skilled in the art to comprehend the results of the work performed under the contract.

(c) *Material covered by copyright.* (1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty free nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data now or hereafter covered by copyright.

(2) No copyrighted matter shall be included in technical data furnished hereunder without the written approval of the Contracting Officer unless there has been obtained the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in paragraph (c)(1) above.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) Except for those items set forth in (b)(2) above, the Contractor shall not affix any restrictive markings upon any technical data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

(e) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) *Right to publish.* The Contractor agrees that he will not publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Project Officer; *Provided, however,* That the Contractor may, without the approval of the Project Officer for internal use only, disseminate such information within his own organization.

(g) *Acquisition of data from subcontractors.* (1) Whenever any technical data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in that subcontractor data which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier Contractor. However, when there is a requirement in the prime contract, or in any deferred order, for data which may be supplied with limited rights pursuant to (b)(2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in data from their subcontractors for themselves.

34. DATA REQUIREMENTS

(a) To the extent that the following data the Government under this contract, and is of the type customarily retained in the normal course of business, the Contractor, upon written request of the Contracting Officer at any time during contract performance or within 1 year after final payment, shall furnish the following:

(1) A set of engineering drawings which will be sufficient to enable the manufacture of items or equipment furnished under this contract (other than components or items of standard commercial design, or items fabricated heretofore), by a firm skilled in the art of manufacturing items or equipment of the general type and character of the items or equipment furnished under this contract or a set of flow sheets and engineering drawings which will be sufficient to enable performance of any process developed with this contract by a firm skilled in the art of practicing processes of the general type and character of such process. Such set or sets of drawings and flow sheets shall be reproducible copies incorporating all changes made in the equipment or process in the form in which it was delivered to the Government.

(2) Any of the following data which is necessary to explain or help Government technical personnel understand any equipment, items, or process developed under the contract and furnished to the Government:

(i) A copy (which shall be a reproducible master if one is so requested) of drawings and other technical data used in or prepared in connection with the development, practice, and testing of any process or processes required under the contract, or with the development, fabrication, and testing of prototype models of equipment or items (other than items of standard commercial design or items

fabricated heretofore), if required under the contract.

(ii) A report of all studies made in planning the work, and in developing background research for the work, including citation references to all such background reseach, and a copy of all compilations, digests, or analyses of such background research compiled in connection with the performance of this contract.

(iii) A copy (which shall be a reproducible master if one is so requested) of design studies, research notes, parameter and tolerance studies, drawings, including Contractor's identification of symbol and markings, specifications, test results, and any other technical information used in any research, development, design, engineering, and testing required in the performance of this contract, including test equipment and related items, together with any information as to safety precautions which may be necessary in connection with the manufacture, storage, or use of the equipment, material, or process, if any, in the event that equipment, material, or process is the subject of research under this contract.

The Contractor shall not be required to furnish any background data which may be described in (ii) and (iii) above unless such data is essential and closely related to the contract work.

(b) All reports, data, and recorded information which are required to be furnished by the Contractor under this provision, as well as all other reports of a technical nature required to be furnished under this contract, are "Technical Data" within the meaning of the clause of the general provisions of this contract entitled "Rights in Data."

(c) Nothing contained in this "Data Requirements" clause shall require the Contractor to deliver data previously developed by parties other than the Contractor, independently of this contract and acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to disclose the name. Unless otherwise directed by the Contracting Officer, if any of the data requested is in the public domain or copyrighted, it will be sufficient for the Contractor to identify the data and furnish a citation as to where it may be found.

(d) Any reproducible copies requested under this "Data Requirements" clause shall be of a type and prepared in accordance with good commercial practice.

(e) In the event the Contracting Officer requests the delivery of data by the Contractor, as contemplated by (a) above, prior to final payment, such request shall be treated as a change under the clause of this contract entitled "Changes" and an equitable adjustment in the price, if this is a fixed-price contract, or estimated cost and any fixed fee, if this is a cost-type contract, shall be made to cover the cost of preparing drawings called for in (a)(1) above, and of collecting, preparing, editing, duplicating, assembling, and shipping the data requested under (a) above, but only to the extent that the Contractor warrants that such costs were not included in the price (or estimated cost and fixed fee) of the contract. The Contractor shall comply with requests of the Contracting Officer made under (a) above, within 1 year following final payment, provided that suitable provision is made for reimbursement of the additional costs of complying with such request, together with a reasonable fee or profit thereon, such additional costs being limited to the costs set forth above, and warranted to have been excluded from the price (or estimated cost and fixed fee) of the contract. Any adjustment or payment under this paragraph (e) shall not include any amount for the value of the data, as distinguished from the costs set forth above.

35. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

[FR Doc.72-20562 Filed 11-30-72;8:51 am]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 19584; FCC 72-1054]

PART 73—RADIO BROADCAST SERVICES

FM Broadcast Station in Pittsfield, Mass.

Report and order. In the matter of ammendment of § 73.202(b), Table of Assignments, FM Broadcast Stations. (Pittsfield, Mass.). Docket No. 19584; RM-1887.

1. On August 29, 1972, the Commission issued a notice of proposed rule making (FCC 72-779) in the above-entitled matter, proposing to assign Channel 240A to Pittsfield, Mass. The proceeding was instituted on the basis of a petition filed by Radio Pittsfield, Inc., licensee of standard broadcast Station WGRG, Pittsfield, Mass. Interested parties were invited to comment on the proposal on or before October 17, 1972, and could reply to such comments on or before October 26, 1972. There were no oppositions to the proposal. Supporting comments were filed by the petitioner.

2. Pittsfield is a city of 57,020 persons in Berkshire County (population 149,402).[1] It has two unlimited time AM stations, one daytime-only station (licensed to petitioner) and two FM channels, 269A and 288A. The FM channels are occupied by stations operated as FM adjuncts to the two unlimited time AM stations.

3. Petitioner points out that Pittsfield is the center of the manufacturing industry which is the heart of the Berkshire County economy. He further states that, besides being of significant value to the Pittsfield area, an additional FM facility is necessary to compete effectively with other stations in Pittsfield, since its AM facility offers daytime service only while its competitors offer day and nighttime service on both AM and FM. In supporting comments petitioner states that it fully expects to apply for the channel and if authorized, to construct its proposed FM station promptly.

4. Since there appears to be a need and demand for an additional assignment in Pittsfield and since the additional assignment can be made without adverse effect on other stations and without exceeding the number contemplated for a community of its size, we are of the view that the requested additional assignment would serve the public interest and should be granted.

5. Authority for the amendment adopted herein is found in sections 4(i), 303, and 307(b) of the Communications Act of 1934, as amended.

6. Accordingly, *it is ordered*, That, effective January 8, 1973, the Table of Assignments contained in § 73.202(b) of the Commission's rules and regulations is amended, insofar as the community named below is concerned to read as follows:

City:	*Channel number*
Pittsfield, Mass	240A, 269A, 288A.

7. *It is further ordered*, That this proceeding is terminated.

(Secs. 4, 303, 307, 48 Stat., as amended, 1066, 1082, 1083; 47 U.S.C. 154, 303, 307)

Adopted: November 22, 1972.

Released: November 29, 1972.

FEDERAL COMMUNICATIONS COMMISSION,
BEN F. WAPLE,
Secretary.

[FR Doc.72-20682; Filed 11-30-72;8:53 am]

[FCC 72-1032]

PART 73—RADIO BROADCAST SERVICES

Prime Time Access Rule; Interim Policy Regarding Network-Shown Movies

NOVEMBER 17, 1972.

Effective October 1, 1972, § 73.658(k)(3) of the Commission's rules, part of the Prime Time Access Rule, provides that the portion of prime time from which network programs are excluded may not be filled with:

"off-network programs; or feature films which within 2 years prior to the date of broadcast have been previously broadcast by a station in the market."

A number of parties have raised the question as to how a "feature film" previously presented in the market as a network program is affected by the rule: Is it an "off-network program" and therefore barred permanently from the cleared portion of prime time, or a "feature film" so barred only for 2 years after its previous broadcast in the market?

The question has also been asked as to whether a film is regarded as "feature

[1] Population figures cited are from the 1970 U.S. Census.

film" in this connection even if it was originally produced for television, rather than theater, exhibition.

The rule in these respects is not clear. Clarification and possible modification of it in these respects, as well as other questions concerning the showing of movies in "cleared" prime time, are included in the general notice of inquiry and notice of proposed rule making adopted October 26, 1972, in Docket 19622 (paragraphs 41–44). Decision in this proceeding is expected early in 1973, and rule changes adopted in these areas are likely to be made effective October 1, 1973, or before.

In view of the short period anticipated before that decision, and since there appears to be no urgent need for action this season in light of present patterns of operation, there is no need for a formal interpretation of the present rule. Rather, it is appropriate simply to state that the Commission will not take enforcement action against licensees who have construed the rule in the more liberal fashion, and whose stations therefore are presenting or will present movies shown on a network more than 2 years before, including both movies made for theater use and those made primarily for television.

It is emphasized that this policy will apply only until the decision in the Docket 19622 proceeding and the effective date of the rule changes in this respect adopted therein. Parties are on notice that such changes may include adoption of the more restrictive interpretation mentioned above, treating network-shown movies as "off-network" programs.

Action by the Commission November 15, 1972.[1]

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[FR Doc.72-20686 Filed 11-30-72;8:53 am]

[FCC 72-1042]

PART 81—STATIONS ON LAND IN THE MARITIME SERVICES AND ALASKA—PUBLIC FIXED STATIONS

Limited Coast Stations at Temporary Locations

Order. In the matter of amendment of Part 81 of the rules concerning exemption from the 156.8 MHz watch requirements by limited coast stations at temporary locations.

1. Section 81.191(d) of the rules now provides that all limited coast stations, other than marine utility stations, are required to maintain a watch on 156.8 MHz during their hours of service. This watch requirement became effective March 1, 1969.

2. The Commission has now had 3 years to evaluate the contribution of all types of limited coast stations to the VHF safety system. Limited coast stations at temporary locations are generally installed in vehicles or are hand carried. These stations usually operate in port areas where there is adequate coverage by other stations or in remote areas where there is little or no boating activity. These stations are of negligible value to the safety system, and to require them to maintain this watch is unreasonable.

3. In view of the foregoing, it is our policy that limited coast stations operating at temporary locations be relieved of the requirement to maintain a watch on 156.8 MHz and we have granted exemptions where licensees have individually requested exemptions. There is now a need to incorporate this policy in our rules, as set forth below.

4. Since this rule change is a general statement of an existing policy and involves a question of no public impact, we find that a notice of proposed rule making is unnecessary. Authority for promulgation of this amendment is contained in sections 4(i) and 303(r) of the Communications Act of 1934, as amended.

5. Accordingly, *it is ordered,* effective December 8, 1972, that Part 81 of the rules and regulations is amended as set forth below.

(Secs. 4, 303, 48 Stat., as amended, 1066, 1082; 47 U.S.C. 154, 303)

Adopted: November 22, 1972.

Released: November 29, 1972.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

Part 81, Stations on Land in the Maritime Services and Alaska-Public Fixed Stations is amended as follows:

1. Section 81.191(d)(1) is amended to read as follows:

§ 81.191 Radiotelephone watches by coast stations.

* * * * *

(d)(1) Each limited coast station at fixed location licensed to transmit by telephony in the band 156–162 MHz, shall during its hours of service, maintain an efficient watch for reception of F3 emission on 156.800 MHz, whenever such station is not being used for transmission.

* * * * *

[FR Doc.72-20681 Filed 11-30-72;8:53 am]

[FCC 72-1041]

PART 81—STATIONS ON LAND IN THE MARITIME SERVICES AND ALASKA—PUBLIC FIXED STATIONS

PART 83—STATIONS ON SHIPBOARD IN THE MARITIME SERVICES

Listening Watches and VHF Radio Installations

Order. In the matter of amendment of Parts 81 and 83 of the rules concerning exemptions from listening watches by limited coast stations and the use of VHF radio installations on compulsory equipped vessels.

1. Section 83.514 of the rules provides that when a vessel is navigated not more than 20 nautical miles from a public coast or U.S. Coast Guard station it may use a very high frequency (VHF) radiotelephone instead of a medium frequency (MF) radiotelephone for compliance with title III, Part III of the Communications Act. The 20-nautical-mile provision in the rules was adopted because it represents the minimum coverage area usually provided by VHF coast stations. This item will add a provision to the rule that if a vessel exceeds this 20-nautical-mile limit but remains within VHF communication range it may request a specific exemption to use VHF instead of MF.

2. In § 81.191(d)(2) of the rules we provide that the coverage of a Government VHF station will be assumed to be 15 nautical miles, or as stated by competent authorities. The Commission when considering a request for exemption based on coverage by a Government station, as a matter of practice, always considers the coverage area as stated by the cognizant authority, i.e., Coast Guard or Army Engineer. To make the rule consistent with our practice, the 15-mile provision in § 81.191(d)(2) should be deleted.

3. We find that notice of proposed rule making is unnecessary because the amendments are either editorial or so minor and noncontroversial that no substantial comment could be expected. Authority for promulgation of this amendment is contained in section 4(i), and 303(r) of the Communications Act of 1934, as amended.

4. Accordingly, *it is ordered,* effective December 8, 1972. That Parts 81 and 83 of the rules and regulations are amended, as set forth below.

(Secs. 4, 303, 48 Stat., as amended, 1066, 1082; 47 U.S.C. 154, 303)

Adopted: November 22, 1972.

Released: November 29, 1972.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

Parts 81 and 83 sections in the Maritime Mobile Services, are amended as follows:

1. Section 81.191(d)(2) is amended to read as follows:

§ 81.191 Radiotelephone watch by coast stations.

* * * * *

(d)(1) * * *

(2) The Commission may exempt any limited coast station from compliance with subparagraph (1) of this paragraph when it has been demonstrated that the watch on 156.800 MHz is complete over the service area of the coast station by public coast stations or U.S. Government stations having continuous hours of service. An application for exemption must include a chart showing the receiving

[1] Commissioners Burch (Chairman), Robert E. Lee, Reid, Wiley, and Hooks, with Commissioner Johnson dissenting and Commissioner H. Rex Lee dissenting and issuing a statement, filed as part of the original document.

service area of the limited coast station by the method specified in Subpart R of this part of the rules. The applicant shall indicate on the same chart the location by coordinates, to the nearest minute, and the receiving service area of the public coast station or Government station maintaining the continuous watch on 156.800 MHz. The receiving service area of these stations shall be calculated using the criteria specified in Subpart R of this part of the rules, or in the absence of such engineering study, the receiving service area of public coast stations will be assumed to have a radius of 20 nautical miles, and that of Government stations as stated by competent authorities of the agency concerned; e.g., District Commander for the U.S. Coast Guard, District Engineer for the U.S. Army. If a Coast Guard station is used as a basis for exemption, the filing must include information from the District Commander of the geographical area concerned showing: (i) The coordinates of the station; (ii) the receiving area of service of the station; (iii) whether the station maintains a continuous listening watch on 156.8 MHz; and (iv) the District Commander's position, if any, on whether the exemption should be granted. The receiving area of service of the Coast Guard station will be plotted by the applicant on the chart referred to in this paragraph.

* * * * *

2. Section 83.514(a) is redesignated (a)(1) and new subparagraph (2) added.

§ 83.514 Radiotelephone installation.

(a)(1) * * *

(2) An exemption from the band 1605 to 2850 kHz installation requirements may be granted for a vessel that is navigated within the communication range of a VHF public coast or Coast Guard station, but beyond the 20-nautical-mile limitation specified in subparagraph (1) above, provided the vessel is equipped with a transmitter and receiver capable of effective transmission and reception of F3 emission within the band 156 to 162 MHz. An application for exemption must include a chart showing the route of the voyage or the area of operation of the vessel, and the receiving service area of the VHF public coast or Coast Guard station. The coverage area of the Coast Guard station shall be based on written information from the District Commander, U.S. Coast Guard, a copy of which must be furnished with the application. The coverage area of a public coast station shall be computed by the method specified in Subpart R of Part 81 of this chapter.

* * * * *

[FR Doc.72-20680 Filed 11-30-72;8:52 am]

Title 49—TRANSPORTATION

Chapter V—National Highway Traffic Safety Administration, Department of Transportation

[Docket No. 72-18; Notice 1]

PART 571—FEDERAL MOTOR VEHICLE SAFETY STANDARDS

New Pneumatic Tires and Rim Selection; Correction

In F.R. Doc. 72-11975, appearing at page 15430 in the issue of August 2, 1972, in table I-D, appearing at page 15431, the tire load at 40 psi for the 240-15 tire size designation should be corrected from "2,440" to "2,480".

Issued on November 27, 1972.

ROBERT L. CARTER,
Associate Administrator,
Motor Vehicle Programs.

[FR Doc.72-20671 Filed 11-30-72;8:52 am]

[Docket No. 70-12; Notice 15]

PART 574—TIRE IDENTIFICATION AND RECORD KEEPING

Tire Size Codes; Correction

In F.R. Doc. 72-19010, appearing at page 23727 in the issue of Wednesday, November 8, 1972, paragraph (a) of § 574.5 was inadvertently omitted, and paragraph (b) was incorrectly designated paragraph (a). The correct language is as follows:

§ 574.5 Tire identication requirements.

* * * * *

(a) *First grouping.* The first group, of two or three symbols, depending on whether the tire is new or retreaded, shall represent the manufacturer's assigned identification mark (see § 574.6).

(b) *Second grouping.* * * *

* * * * *

Issued on November 27, 1972.

DOUGLAS W. TOMS,
Administrator.

[FR Doc.72-20670 Filed 11-30-72;8:52 am]

Title 46—SHIPPING

Chapter I—Coast Guard, Department of Transportation

[CGD 71-53b]

PART 146—TRANSPORTATION OR STORAGE OF EXPLOSIVES OR OTHER DANGEROUS ARTICLES OR SUBSTANCES AND COMBUSTIBLE LIQUIDS ON BOARD CARGO VESSELS

Labeling of Corrosive Materials

The purpose of the amendment is to regulate corrosive solids and to adopt a new corrosive label for the new classification of corrosive material (liquid and solid). The "white" labels will be deleted and replaced by the new label.

On Friday, June 11, 1971, the Coast Guard published a notice of proposed rule making on this matter (36 F.R. 11302) and on Wednesday, August 18, 1971, a supplemental notice was published (36 F.R. 15761). A hearing was held on September 21, 1971. A second supplement to this notice was published on Saturday, April 1, 1972 (37 F.R. 6694) and a second public hearing was held on May 24, 1972.

One person testified at each of the hearings and four written comments were received.

One oral and two written comments dealt with the proposal to prohibit the stowage of corrosive solids aboard passenger vessels. The issue was that the crew boats (passenger vessels) working oil rigs routinely carry these commodities on deck. Since the main purpose of the amendment is to identify the hazards involved with these corrosive materials and not to limit the transportation of such materials the comments are accepted and corrosive solids will be allowed "on deck protected" and "on deck under cover" stowage on passenger vessels.

The remainder of the comments dealt with matters covered by the Hazardous Materials Regulations Board in their document on corrosive materials published on page 5946 of the Thursday, March 23, 1972 FEDERAL REGISTER.

In consideration of the foregoing Title 46 Code of Federal Regulations Part 146 is amended as follows:

1. By revising the words "corrosive liquids" to "corrosive materials" wherever they occur in the following sections: §§ 146.01-4, 146.04-4, 146.05-15, 146.07-5, 146.07-35, 146.08-35, 146.10-50, 146.20-23, 146.21-30, 146.22-10, 146.22-15, 146.23-5, 146.23-10, 146.23-13, 146.23-15, 146.23-25, 146.23-35, 146.24-55, 146.25-45, 146.27-25, 146.29-11, 146.29-59, 146.29-100.

§ 146.04-4 [Amended]

2. By deleting in § 146.04-4 the words "Cor.L——Corrosive liquid" and inserting in place thereof "Cor——Corrosive material".

§ 146.04-5 [Amended]

3. By revising the entries in § 146.04-5 as follows:

a. In column 2 whenever the words "Cor.L" appears delete and insert in place thereof the word "Cor."

b. In column 3 whenever the word "white" appears delete and insert in place thereof the word "Corrosive".

4. By adding the following entry:

Article	Classed as—	Label required
Corrosive solid n.o.s.	Cor.	Corrosive.

5. By revising § 146.05-15 as follows:

§ 146.05–15 Marking and labeling.

* * * * *

(g) * * *

(3) "Corrosive" label as described and illustrated in § 146.05–17(h) on packages of corrosive materials, except when exempted by the regulations in this part. If the corrosive material is also a Class A poison or a radioactive material the "poison gas" label or "radioactive" label must also be applied to the package.

(4) [Revoked]

(5) [Revoked]

* * * * *

6. By revising § 146.05–16 paragraph (b) to read as follows:

§ 146.05–16 Labels for mixed packing.

* * * * *

(b) Use corrosive label only when corrosive and yellow or poison labels are prescribed or poison labels or labels (Class B) are prescribed except when poison gas label or radioactive label is prescribed, then both the corrosive label and the poison gas label or corrosive label and the radioactive label must be used.

7. By revising § 146.05–17 as follows:

§ 146.05–17 Labels.

* * * * *

(h) Labels for packages of corrosive materials must be diamond shaped (10 cm) measuring 4 inches on each side. White on the top half and black on the bottom half. Printing of the symbol on the top half must be in black inside of a black line border. Printing on the bottom half must be in white. Printing must be inside of a black border line ¼ inch (6 mm) inside the edge and parallel to the edge as illustrated below:

* * * * *

8. By revising Subpart 146.23 as follows:

a. By revising the title of the Subpart to read: Subpart 146.23—Detailed Regulations Governing Corrosive Materials.

b. By revising 146.23–1 to read as follows:

§ 146.23–1 Definitions of corrosive materials.

(a) Corrosive materials are defined by the DOT regulations as a liquid or solid that causes visible destruction or irreversible alterations in human skin tissue at the site of contact, or in the case of leakage from its packaging, a liquid that has a severe corrosion rate on other materials such as steel and aluminum.

(1) A material is considered to be destructive or to cause irreversible alteration in human skin tissue if when tested on the intact skin of the albino rabbit by the technique described in 21 CFR 191.11, the structure of the tissue at the site of contact is destroyed or changed irreversibly after an exposure period of 4 hours or less.

(2) A liquid is considered to have a severe corrosion rate if its corrosion rate exceeds 0.250 inch per year (IPY) on steel (SAE 1020) or aluminum (nonclad 7075–T6) at a test temperature of 130° F. An acceptable test is described in NACE Standard TM–01–69.

(b) The definition in paragraph (a) of this section is binding upon all shippers making shipments of corrosive materials by common carrier vessels engaged in interstate or foreign commerce by water. This definition is accepted and adopted and forms part of the regulations in this subchapter applying to all shippers making shipments of corrosive materials by any vessels and shall apply to owners, charterers, agents, or other persons transporting, carrying, conveying, storing, stowing, or using corrosive materials on board any vessel subject to RS 4472 as amended and this subchapter.

c. By revising the heading and paragraph (a) of § 146.23–30 to read as follows:

§ 146.23–30 Exemptions for corrosive materials.

(a) The exemptions for corrosive materials are as follows:

(1) Acids, alkaline caustic liquids, and other corrosive liquids, except those enumerated in paragraph (c) of this section in inside bottles having a capacity not over 1 pound or 16 ounces by volume, each enclosed in a metal can and packed in outside containers, are exempt from specification packaging marking, other than name of contents, and labeling requirements unless otherwise provided by the regulations of this part.

(2) Corrosive solids in inside earthenware, glass, or paper receptacles of not more than 5 pounds capacity each, in inside metal, rigid fiber, or composition cans or cartons of not more than 10 pounds capacity each, in metal, wooden, or fiberboard outside containers not exceeding 25 pounds net weight each are, unless otherwise provided in this part, exempt from specification packaging, marking, other than name of contents, and labeling requirements.

* * * * *

d. By revising § 146.23–100 in column 3 wherever the word "white" appears delete it and insert in place thereof the word "corrosive".

e. By adding to § 146.23–100 in proper alphabetical sequence the following:

Descriptive name of article	Characteristic properties cautions, markings required	Label required	Required conditions for transportation	Required conditions for transportation—Continued		
			Cargo vessel	Passenger vessel	Ferry vessel, passenger or vehicle	R.R. car ferry, passenger or vehicle
* * *	* * *	* * *	* * *	* * *	* * *	* * *
Corrosive solid, n.o.s.	*Any solid not otherwise specified by name in the chart which qualifies as a corrosive solid according to the definition contained in these regulations.*	Corrosive	Stowage: "On deck protected." "On deck under cover." Outside Containers: Metal, wooden, or fiberboard box or case with inside containers which must be earthenware, glass, metal, plastic, or fiber or composition board of not more than 10 lb. nt. wt. cap. each. Fiberboard box with one inside paper bag of not over 50 lb. nt. wt. cap. Fiberboard box with one inside plastic bag of not over 120 lb. nt. wt. cap. Metal drum not over 55 gal. cap. Fiber drum not exceeding 550 lb. nt. wt. and not over 55 gal. cap. Plastic drum or pail not exceeding 80 lb. nt. wt. and not over 6 gal. cap. Multiwall paper bag not exceeding 110 lb. nt. wt., and of at least 4-ply construction including moisture-barrier ply. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Burlap bag with inside plastic liner, made of not less than 7½ oz. burlap not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Plastic bag not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Metal portable tank of not over 660 gal. cap. and 7,000 lb. gr. wt. Metal sift-proof cargo tanks, tank cars, or hopper-type or pneumatic bulk vehicles.	Stowage: "On deck protected." "On deck under cover." Outside containers: Metal, wooden, or fiberboard box or case with inside containers which must be earthenware, glass, metal, plastic, or fiber or composition board of not more than 10 lb. nt. wt. cap. each. Fiberboard box with one inside paper bag of not over 50 lb. nt. wt. cap. Fiberboard box with one inside plastic bag of not over 120 lb. nt. wt. cap. Metal drum not over 55 gal. cap. Fiber drum not exceeding 550 lb. nt. wt. and not over 55 gal. cap. Plastic drum or pail not exceeding 80 lb. nt. wt. and not over 6 gal. cap. Multiwall paper bag not exceeding 110 lb. nt. wt., and of at least 4-ply construction including moisture-barrier ply. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Burlap bag with inside plastic liner, made of not less than 7½ oz. burlap not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops on each end from a height of 4 feet onto a solid surface, one drop on each face, without sifting or rupture. Plastic bag not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Metal portable tank of not over 660 gal. cap. and 7,000 lb. gr. wt. Metal sift-proof cargo tanks, tank cars, or hopper-type or pneumatic bulk vehicles.	Ferry stowage (AA) Outside containers: Metal, wooden, or fiberboard box or case with inside containers which must be earthenware, glass, metal, plastic, or fiber or composition board of not more than 10 lb. nt. wt. cap. each. Fiberboard box with one inside paper bag of not over 50 lb. nt. wt. cap. Fiberboard box with one inside plastic bag of not over 120 lb. nt. wt. cap. Metal drum not over 55 gal. cap. Fiber drum not exceeding 550 lb. nt. wt. and not over 55 gal. cap. Plastic drum or pail not exceeding 80 lb. nt. wt. and not over 6 gal. cap. Multiwall paper bag not exceeding 110 lb. nt. wt., and of at least 4-ply construction including moisture-barrier ply. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Burlap bag with inside plastic liner, made of not less than 7½ oz. burlap not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops on each end from a height of 4 feet onto a solid surface, one drop on each face, without sifting or rupture. Plastic bag not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Metal portable tank of not over 660 gal. cap. and 7,000 lb. gr. wt. Metal sift-proof cargo tanks, tank cars, or hopper-type or pneumatic bulk vehicles.	Ferry stowage (BB) Outside containers: Metal, wooden, or fiberboard box or case with inside containers which must be earthenware, glass, metal, plastic, or fiber or composition board of not more than 10 lb. nt. wt. cap. each. Fiberboard box with one inside paper bag of not over 50 lb. nt. wt. cap. Fiberboard box with one inside plastic bag of not over 120 lb. nt. wt. cap. Metal drum not over 55 gal. cap. Fiber drum not exceeding 550 lb. nt. wt. and not over 55 gal. cap. Plastic drum or pail not exceeding 80 lb. nt. wt. and not over 6 gal. cap. Multiwall paper bag not exceeding 110 lb. nt. wt., and of at least 4-ply construction including moisture-barrier ply. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Burlap bag with inside plastic liner, made of not less than 7½ oz. burlap not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops on each end from a height of 4 feet onto a solid surface, one drop on each face, without sifting or rupture. Plastic bag not exceeding 110 lb. nt. wt. cap. Completed package, filled to weight with product and closed for shipment, must be capable of withstanding four drops from a height of 4 feet onto a solid surface, one drop on each end and one drop on each face, without sifting or rupture. Metal portable tank of not over 660 gal. cap. and 7,000 lb. gr. wt. Metal sift-proof cargo tanks, tank cars, or hopper-type or pneumatic bulk vehicles.

Voluntary compliance is permitted before the effective date.

This amendment becomes effective on June 30, 1973.

(R.S. 4472, as amended; R.S. 4417a, as amended; sec. 1, 19 Stat. 252, 49 Stat. 1889, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 170, 391a, 49 U.S.C. 1655(b)(1); 49 CFR 1.46(b))

Dated: November 22, 1972.

C. R. BENDER,
Admiral, U.S. Coast Guard,
Commandant.

[FR Doc.72-20591 Filed 11-30-72;8:45 am]

Proposed Rule Making

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[50 CFR Part 18]

MARINE MAMMALS

Notice of Proposed Rule Making

Chapter I, Subchapter B, of Title 50 of the Code of Federal Regulations is proposed to be amended by adding a new Part 18.

The Marine Mammal Protection Act of 1972[1] becomes effective on December 21, 1972. It is therefore deemed desirable to publish interim regulations to be made effective on that date. Accordingly, Subparts A, B, and C are issued as proposed rule making at this time. Additional subparts will be proposed at a later date which will fully implement the Marine Mammal Protection Act of 1972.

PART 18—MARINE MAMMALS

Subpart A—Introduction

Sec.

18.11 Purpose of regulations.
18.12 Definitions.
18.13 Other applicable laws or regulations.

Subpart B—Actions Prohibited by the Act

18.21 Taking marine mammals prohibited.
18.22 Importing marine mammals prohibited.
18.23 Certain uses, possession, transportation, and sales prohibited.

Subpart C—Exceptions to Prohibited Acts

18.31 Exception by permit.
18.32 Taking incidental to commercial fishing operations.
18.33 Undue economic hardship.
18.34 Actions permitted by international treaty, convention, or agreement.
18.35 Taking by officials for protection of the mammal or humans.
18.36 Exception where taking, sale, or importation of marine mammal was legal.
18.37 Native exceptions.

AUTHORITY: The provisions of this Part 18 issued under 86 Stat. 1027.

Subpart A—Introduction

§ 18.11 Purpose of regulations.

The following regulations implement the Marine Mammal Protection Act of 1972, 86 Stat. 1027, which among other things, restricts the taking, possession, transportation, selling, and importing, of marine mammals for the purpose of protecting marine ecosystems and preventing the extinction or depletion of marine mammals as a result of man's activities.

[1] Filed as part of the original document.

§ 18.12 Definitions.

For the purposes of this part:

(a) "The Act" means the Marine Mammal Protection Act of 1972, 86 Stat. 1027;

(b) "Person" means any individual or legal entity and any officer, employee, agent, department, or instrumentality of the Federal Government, of any State or political subdivision thereof, or of any foreign government;

(c) "Take" means to harass, hunt, capture, or kill, or attempt to harass, hunt, capture, or kill;

(d) "Waters under the jurisdiction of the United States" includes the territorial sea and the fisheries zone of the United States;

(e) "Fisheries zone of the United States" means the area described in 16 U.S.C. sections 1091–1094;

(f) "High seas" means the waters which lie outside the territorial sea of the United States and outside such territorial waters of any other national state as may be recognized by the United States; it includes the fisheries zone of the United States, as well as the fisheries zone of any other national state which may lie outside the territorial waters thereof, as recognized by the United States;

(g) [Reserved]

(h) "Marine mammal" means a specimen of the following species or subspecies of mammal, whether alive or dead, and any part thereof, including but not limited to, any raw, dressed, or dyed fur or skin:

Scientific name	*Common name*
Ursus maritimus	Polar bear.
Enhydra lutris lutris	Northern sea otter.
Enhydra lutris nereis	Southern sea otter.
Odobenus rosmarus rosmarus	Atlantic walrus.
Odobneus rosmarus divergens	Pacific walrus.
Dugong dugong	Dugong.
Trichechus manatus	West Indian manatee.
Trichechus inunguis	Amazonian manatee.
Trichechus senegalensis	West African manatee.

(NOTE: Common names given may be at variance with local usage, they are not required to be provided by the Act, and they have no legal significance.)

(i) "Marine mammal product" means any item of merchandise which consists, or is composed in whole or in part, of any marine mammal;

(j) "Population stock" or "stock" means a group of marine mammals of the same species or subspecies in a common spatial arrangement that interbreed when mature;

(k) "Endangered species" means a species or subspecies of marine mammal found by the Secretary to be threatened with worldwide extinction and listed in Part 17 of this chapter;

(l) "Depletion" or "depleted" means, with respect to marine mammals, any species or stock which the Secretary, after consultation with the Marine Mammal Commission, may determine to be depleted;

(m) "Humane" means, in the context of taking, that method of taking which involves the least possible degree of pain and suffering practicable to the animal;

(n) "Pregnant" means pregnant near term.

§ 18.13 Other applicable laws or regulations.

Nothing in this part, nor any permit issued under authority of this part, shall be construed to relieve a person from any other requirements imposed by a statute or regulation of the United States, including any applicable health, quarantine, agriculture, or customs statutes or regulations, or other Bureau enforced statutes or regulations.

Subpart B—Actions Prohibited by the Act

§ 18.21 Taking marine mammals prohibited.

Except by permit or in accordance with an exception referred to in Subpart C of this part, the Act prohibits—

(a) any person, vessel, or conveyance subject to the jurisdiction of the United States from taking marine mammals on the high seas, or

(b) any person, vessel, or conveyance from taking marine mammals in waters or on lands subject to the jurisdiction of the United States.

§ 18.22 Importing marine mammals prohibited.

(a) Except by scientific research permit or in accordance with an exception referred to in §§ 18.33, 18.34, 18.36, and 18.37, the Act prohibits the import of:

(1) Any marine mammal which was pregnant at the time of taking,

(2) Any marine mammal which was nursing at the time of taking, or less than 8 months old, whichever occurs later,

(3) Any specimen of an endangered species or subspecies of marine mammals,

(4) Any specimen of a depleted species or stock of marine mammals, or

(5) Any marine mammal taken in an inhumane manner.

(b) The Act prohibits the import of—

(1) Any marine mammal which was taken in violation of the Act,

(2) Any marine mammal product, if such product is made from a marine mammal which was taken in violation of the Act,

(3) Any marine mammal which was taken in another country in violation of the law of that country,

(4) Any marine mammal product, if such product is made from a marine mammal which was taken in another country in violation of that country's laws,

(5) Any marine mammal product, if the sale in commerce of such product in the country of origin of the product is illegal, or

(6) Any fish, whether fresh, frozen, or otherwise prepared, if such fish was caught in a manner proscribed for persons subject to the jurisdiction of the United States by the Secretary of Commerce, whether or not any marine mammals were in fact taken incidental to the catching of the fish.

§ 18.23 Certain uses, possession, transportation, and sales prohibited.

Except by permit or in accordance with an applicable exception referred to in Subpart C of this part, the Act prohibits persons from:

(a) Using any port, harbor, or other place under the jurisdiction of the United States for any purpose in any way connected with the taking or importation of marine mammals or marine mammal products,

(b) Using, in a commercial fishery, any means or method of fishing in contravention of regulations and limitations issued by the Secretary of Commerce for that fishery to achieve the purposes of this Act,

(c) Possessing any marine mammal taken in violation of the Act, or

(d) Transporting, selling, or offering for sale any marine mammal, or any marine mammal product made from any such marine mammal, which was taken in violation of the Act.

Subpart C—Exceptions to Prohibited Acts

§ 18.31 Exception by permit.

Certain actions are not prohibited by the Act, provided that they are undertaken under a valid permit previously issued by the Secretary, which include, for example:

(a) Taking and/or importing marine mammals for scientific research purposes;

(b) Taking and/or importing non-endangered and non-depleted marine mammals for public display purposes.

§ 18.32 Taking incidental to commercial fishing operations.

Persons may take marine mammals incidental to commercial fishing operations until October 21, 1974: *Provided*, That, such taking is by means of equipment and techniques prescribed in regulations issued by the Secretary of Commerce to reduce such incidental taking to the maximum extent practicable.

§ 18.33 Undue economic hardship.

Persons other than those engaged in commercial fishing operations referred to in § 18.32 may be exempted by the Secretary from the provisions of the Act through October 20, 1973, if the Secretary determines to his satisfaction, that such persons will suffer an undue economic hardship.

§ 18.34 Actions permitted by international treaty, convention, or agreement.

Persons, vessels, or conveyances may take marine mammals in waters or on lands under the jurisdiction of the United States, and they may use any port, harbor, or other place under such jurisdiction for purposes connected with the taking and importation of marine mammals or marine mammal products, if these acts are expressly provided for by international treaty, convention, or agreement to which the United States is a party which entered into force prior to December 21, 1972, or by any statute implementing any such treaty, convention or agreement.

§ 18.35 Taking by officials for protection of the mammal or humans.

A State or local government official or employee may take a marine mammal in the course of his duties as an official or employee, if:

(a) It is taken in a humane manner,

(b) The taking is for the welfare of such marine mammal or for the protection of the public health and welfare, and

(c) The taking includes steps designed to assure the return of such mammal to its natural habitat.

§ 18.36 Exception where taking, sale, or importation of marine mammal was legal.

(a) The Act does not apply to any marine mammal taken before December 21, 1972, or to any marine mammal product consisting of, or composed in whole or in part of, any marine mammal taken before such date.

(b) Notwithstanding §§ 18.22(b)(3)–18.22(b)(5) persons may import marine mammals or marine mammal products from foreign countries which prohibit the taking or sale, as the case may be, of such marine mammal or marine mammal product, but only if said importation predates the effective date of that foreign law.

(c) The prohibitions against the importation of any marine mammal taken from an endangered or depleted species, subspecies, or stock, which are referred to in §§ 18.22(a)(3) and 18.22(a)(4) do not apply to acts of importation accomplished prior to the date of the notice published in the FEDERAL REGISTER of proposed rule making with respect to the designation of the species, subspecies, or stock concerned as depleted or endangered.

§ 18.37 Native exceptions.

(a) *Taking.* Notwithstanding the prohibitions of Subpart B of this part, but only in conformance with the conditions and definitions contained in this section, any Indian, Aleut, or Eskimo who dwells on the coast of the North Pacific Ocean or the Arctic Ocean may take any marine mammal, if such taking:

(1) Is by Alaskan Natives who reside in Alaska and such taking is for subsistence purposes, or

(2) Is done for purposes of creating and selling authentic native articles of handicraft and clothing, and

(3) In each case, is not accomplished in a wasteful manner.

(b) *Conditions.* No marine mammal taken pursuant to paragraph (a)(2) of this section may be sold except when transformed into authentic native articles of handicraft and clothing: *Provided*, That edible portions may be sold in Alaskan native villages and towns or for native consumption, so long as no interstate commerce is involved. As used in this subsection, "native villages or towns" means any tribe, band, clan, group, village, community, or association in Alaska which the Alaska Native Claims Settlement Act or the Secretary finds eligible for land conveyances under subsection 14(a) of that Act.

(c) *Definitions.* For the purposes of this section:

(1) "Alaskan native" is a person defined in the Alaska Native Claims Settlement Act [43 U.S.C. 1603(b) (85 Stat. 588)] as a citizen of the United States who is of one-fourth degree or more Alaska Indian (including Tsimshian Indians enrolled or not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or combination thereof. The term includes any native, as so defined, either or both of whose adoptive parents are not natives. It also includes, in the absence of proof of a minimum blood quantum, any citizen of the United States who is regarded as an Alaska native by the native village or town of which he claims to be a member and whose father or mother is (or, if deceased, was) regarded as native by any native village or native town. Any such citizen enrolled by the Secretary pursuant to section 5 of the Alaska Native Claims Settlement Act shall be conclusively presumed to be a "Native" for purposes of this part;

(2) "Subsistence purposes" means, in the context of taking marine mammals, food, clothing, shelter, heating, and transportation for the taker or for those who depend upon the taker to provide them with such subsistence, but only if such subsistence is necessary to maintain their lives and the marine mammal is totally consumed by such taker or dependent;

(3) "Authentic native articles of handicrafts and clothing" means items composed wholly or in some significant respect of natural materials, and which are produced, decorated, or fashioned in the exercise of traditional native handicrafts. Traditional native handicrafts include, but are not limited to, weaving, carving, stitching, sewing, lacing, beading, drawing, and painting, so long as the use of pantographs, multiple carvers, other mass copying devices, or other improved methods of production utilizing modern implements such as sewing mchines, are not utilized. The formation of traditional native groups such

as cooperatives for mass copying is permitted so long as no large scale mass production industry results.

It is planned to publish Subparts A, B, and C in final form on or about December 20 to be effective on December 21. The required notice under 5 U.S.C. 553(d) is dispensed with inasmuch as these regulations are interpretative rules and statement of policy, thus falling within the exceptions provided by 5 U.S.C. 553(d) (2) and (3).

Comments received by December 15 will be considered for incorporation into that publication. Because of the necessity of having interpretive regulations become effective simultaneously with the Act a longer comment period cannot be given with respect to interim regulations published on December 21, 1972. However, in order to allow the interested public an adequate period of time in which to participate in the rule making process, additional comments will be received until February 21, 1973. If significant changes are warranted, the regulations will be amended accordingly.

Interested persons may submit written comments, suggestions, or objections with respect to this proposed amendment to the Director, Bureau of Sport Fisheries and Wildlife, U.S. Department of the Interior, 18th and C Streets NW., Washington, DC 20240.

November 24, 1972.

CURTIS BOHLEN,
Acting Assistant Secretary of the Interior.

NOVEMBER 24, 1972.

[FR Doc.72-20477 Filed 11-28-72;8:51 am]

Office of the Secretary

[41 CFR Ch. 14]

PROCUREMENT

Architectural and Engineering Services

NOVEMBER 22, 1972.

Notice is hereby given in accordance with the administrative procedures provisions in 5 U.S.C. 553, that pursuant to the Federal Property and Administrative Services Act of 1949, as amended (41 U.S.C. 251 et seq.), the Office of the Secretary is considering an amendment to the Interior Procurement Regulations by deleting the present Subpart 14–3.8 and § 14–3.802 and by adding a new Subpart 14–55.2 and new §§ 14–55.200 through 14–55.207 to provide for procurement of architectural and engineering services.

Any person who wishes to submit written data, views, or comments pertaining to the proposed amendments may do so by filing them in duplicate with the Director, Office of Survey and Review, Office of the Assistant Secretary—Management and Budget, Department of the Interior, 19th and E Streets NW., Washington, DC 20240, within 30 days after publication of this notice in the FEDERAL REGISTER.

The proposed amendments to the Interior Procurement Regulations will read as stated below.

RICHARD R. HITE,
Assistant Secretary, Management and Budget.

NOVEMBER 22, 1972.

PART 14–55—PROCUREMENT OF SERVICES

Subpart 14–55.200—Procurement of Architectural and Engineering Services

Sec.

14–55.200 Scope of subpart.
14–55.201 Policy.
14–55.202 Definitions.
14–55.202–1 Title I services.
14–55.202–2 Title II services.
14–55.202–3 Title III services.
14–55.203 Requirements.
14–55.204 Selection of firms.
14–55.204–1 Determination of qualified firms.
14–55.204–2 Request for proposals.
14–55.204–3 Selection for negotiation.
14–55.205 Fee limitation.
14–55.206 Negotiation of contracts.
14–55.206–1 Construction contracts with architectural and engineering firms.
14–55.206–2 Use of designated personnel.
14–55.207 Small contracts.

AUTHORITY: The provisions of this Part 14–55 issued under the Federal Property and Administrative Services Act of 1949, as amended (41 U.S.C. 251 et seq.).

Subpart 14–55.2—Procurement of Architectural and Engineering Services

§ 14–55.200 Scope of subpart.

This subpart sets forth policy and procedures for procurement of architectural and engineering services.

§ 14–55.201 Policy.

Pursuant to Public Law 92–582 dated October 27, 1972, it is the policy of the Department of the Interior to publicly announce all requirements for architectural and engineering services, and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualifications for the type of professional services required and at fair and reasonable prices.

§ 14–55.202 Definitions.

(a) The term "architectural and engineering services" includes those professional services that members of these professions and those in their employ may logically or justifiably perform.

(b) The term "architectural and engineering firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architure or engineering.

(c) As used in this subpart, architectural and engineering services are divided into three main categories: Title I services, Title II services, and Title III services (see also § 14–55.205).

§ 14–55.202–1 Title I services.

"Title I services" include preparation of necessary advance topographical or other field surveys, obtaining of test borings or other subsurface data, conduct of technical analyses and investigations, preparation of preliminary studies, sketches, layouts, outlines of specifications, and advance cost estimates, and other special services.

§ 14–55.202–2 Title II services.

"Title II services" include adaption of Government designs, drawings, specifications, and standards for structure, utilities, and appurtenances; preparation of preliminary and final working drawings, specifications, cost estimates, bid proposal, or other contract documents; assistance in issuing, securing, and analyzing bids or proposals; and advice and interpretation of plans and specifications during the construction period, if the Government performs the inspection.

§ 14–55.202–3 Title III services.

"Title III services" include supervision and inspection of construction, review and approval of shop and other working drawings submitted by the construction contractor or his subcontractors, preparation of operation and maintenance manuals, and preparation of record drawings showing construction as actually accomplished.

§ 14–55.203 Requirements.

(a) In the procurement of architectural and engineering services the head of the procuring activity shall encourage firms engaged in the lawful practice of this profession to submit annually a statement of qualifications and performance data, i.e., Standard Form 251.

(b) The contracting officer for each proposed project requiring the services of an architectural and engineering firm shall evaluate current statements of qualifications and performance data on file with the procuring activity, together with those that may be submitted by other firms subsequent to public announcement of the requirement regarding the proposed project; shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services; and then shall select therefrom in order of preference based upon criteria established and published by him, no less than three of the firms deemed to be most highly qualified to provide the service required.

§ 14–55.204 Selection of firms.

(a) To assist him in effectuating the requirements of § 14–55.203 for selecting the most highly qualified firms, the contracting officer shall establish a selection board. The board may be established permanently or on an ad hoc basis as appropriate in connection with particular projects. Board members collectively shall have knowledge and experience in engineering, design, construction, and

procurement. The contracting officer shall designate one member of the board as chairman.

(b) The contracting officer shall also take the following action:

(1) Publicly announce the requirement for architectural and engineering services instructing interested parties to file statements of qualifications and performance data by a specified time.

(2) Provide to the selection board the best possible description of the project to be constructed, and the architectural and engineering services required.

(3) Provide the selection board with statements of qualifications and performance data of architectural and engineering firms currently on file and those which may be received subsequent to a public announcement of the requirements.

(4) Develop an estimate of the cost of the elements of the project to be designed to which the 6 percent fee limitation applies (see § 14–55.205).

(5) Develop an estimate of the cost of the architectural and engineering services for use as a guide to determine price reasonableness during negotiation of contract price. Such estimate shall remain confidential until award has been made.

(c) Based on statements of qualifications and performance data and any other information, the contracting officer with the advice and assistance of the selection board shall select not less than three firms determined to be the most highly qualified (see § 14–55.204–3).

(d) The firms selected should normally be located in the same State or general area as the planned project. However, if the required architectural and engineering services are highly specialized and it is determined by the contracting officer that there is an insufficient number of qualified firms in the general area, the geographical area from which firms are to be selected may be expanded to the extent deemed necessary.

§ 14–55.204–1 Determination of qualified firms.

(a) In the process of determining the firms most highly qualified, additional data may be requested as necessary from firms under consideration. This data may be included on the Architect-Engineer Questionnaire (SF–251), written statements from the firms involved, and from personal observations based on interviews and visits to offices of firms under consideration. Complete impartiality must be maintained during the data gathering phase, with all firms given the same opportunity to submit additional information.

(b) In determining whether a firm is considered qualified and for inclusion on the preselection list, the board shall consider the following factors as appropriate:

(1) Reputation and standing of the firm and its principal officials.

(2) General experience and technical competence of the firm on previous projects comparable to the proposed project.

(3) Specific performance record on previous work for the Department of the Interior, other Government agencies, and private industry, from the standpoints of quality of work, ability to meet performance schedules, and designs where the construction contracts entered into did not exceed target or cost estimates or result in significant claims against the Government because of improper or incomplete architectural and engineering services.

(4) The volume of past and present workloads.

(5) Interest of company management in the project and expected participation and contribution of top officials.

(6) Adequacy of central or branch office facilities for the proposed work, including facilities for any special services that may be required.

(7) Geographic location of the home office (if considering a local branch office), and familiarity with the locality in which the project will be constructed.

(8) Competence in required disciplines, e.g., architectural, civil, mechanical, electrical, chemical, structural, sanitary, landscape, etc.

(9) Specific experience and qualifications of personnel proposed for assignment to the project, including technical skills and abilities in planning, organization, executing, and controlling; abilities in overall project coordination and management; and experience in working together as a team.

(10) Availability of additional qualified, regular employees for support of the project; and the depth and size of the organization such that any necessary expansion or acceleration may be handled adequately.

§ 14–55.204–2 Request for proposals.

(a) When the firms have been selected as stated in § 14–55.204, a Request for Proposal (RFP) shall be furnished to each of them which shall form the basis for the conduct of further discussions regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services, and shall also be the basis upon which a contract will finally be made.

(b) The RFP must provide a complete description of the project to be constructed, architectural and engineering services required, terms and conditions of the contract to be entered into, data required for inclusion in proposals, and the system to be used in rating proposals. Enough data should be required of offerors to make possible a fair evaluation of proposals, but care must be taken not to require so much effort that proposal preparation becomes unduly burdensome on the offeror. The following items (and others as may be deemed appropriate) should be included in the RFP:

(1) Complete description of the project to be constructed including major buildings, utilities, and equipment to be installed.

(2) Specifics of the services required (Title I, II, and III).

(3) Performance time schedules.

(4) Contract terms and conditions.

(5) Data required of the proposer such as:

(i) Statement of overall concept.

(ii) Rough sketches and/or renderings.

(iii) Economic analyses (as applicable).

(iv) Description of firm's home and branch organization.

(v) Financial data and credit rating of the firm.

(vi) Identification and competence of firm's major officials and lead employees in the relevent disciplines; e.g., architectural, civil, mechanical, electrical, chemical, structural, sanitary, landscape, etc.

(vii) Identification of services which would be provided by outside consultants and subcontractors and the reputation and competence of such firms.

(viii) Necessary special equipment on hand, or necessary to purchase, lease or subcontract.

(ix) Present workload.

(x) Ability to commence work at an early date, and ability to hire additional staff as necessary to perform required services.

(xi) Ability to complete work on schedule.

(xii) Specialized experience obtained from performance of previous work similar to the present required services.

(c) The rating system to be used in comparing proposals must be explained in sufficient detail to enable offerors to determine which items will be evaluated, and the relative weights assigned. A numerical rating system is preferred since it makes possible detailed, accurate, and objective evaluation of proposals. However, subjective rating systems may be use at the discretion of the contracting officer.

§ 14–55.204–3 Selection for negotiation.

Upon receipt of the final proposals the selection board shall, independent of the contracting officer, select not less than three firms deemed to be the most highly qualified to provide the services required. The firms selected shall be listed in order of preference based upon the rating system set forth in the RFP. The chairman of the selection board shall provide the contracting officer with the list of firms selected.

§ 14–55.205 Fee limitation.

(a) In accordance with 41 U.S.C. 254 (b) the total amount that may be paid to an architectural and engineering firm for the services defined below may not exceed 6 percent of the current estimated construction cost of the particular project, or part of a project, to which the architectural and engineering services apply. The estimated construction cost of a project is an estimate of those costs expected to be incurred in connection with actual construction, repair, or alteration, and will not include any amount to be paid to the architectural and engineering firm.

(b) The 6 percent fee limitation generally does not apply to Title I and III services. It does apply to Title II services

(see definitions at § 14–55.202) and includes payment for visual inspection of the planned work site, for familiarization with the scope, general conditions governing performance of the work, conditions under which the project will be constructed, and coordination with using elements to develop functional relationships and special detailed requirements. The 6 percent limitation does not apply to travel and per diem allowance other than those required for the development and review of working drawings and specifications.

(c) For cost reimbursable contracts, the contract price, which shall include the fixed or incentive fee plus the total reimbursable costs to be paid to the architectural and engineering contractor, shall not exceed 6 percent of the estimated cost of the construction project to which such services apply. If, however, the contract also covers the types of services discussed in paragraph (b) of this section, to which the fee limitation shall not apply, that part of the contract price for such other services shall not be subject to the 6 percent limitation.

(d) For modifications involving work not initially included in the contract, the fee limitation is determined with respect to the revised total estimated construction costs.

(e) Where redesign is required by the Government, the following method shall be used to insure that the 6 percent statutory limitation is not exceeded:

(1) The estimated construction cost of the redesigned features will be added to the original estimated construction costs.

(2) The contract cost for the original design will be added to the contract cost for redesign.

(3) The total contract design cost obtained by subparagraph (2) of this paragraph will be divided by the total construction cost obtained by subparagraph (1) of this paragraph. The resulting percentage may not exceed the 6 percent statutory limitation.

(f) When a contract statement of work contemplates furnishing both services which are subject to the 6 percent limitation and services which are not subject to that limitation, the fee negotiated for each class of service shall be separately stated in the contract.

§ 14–55.206 Negotiation of contracts.

(a) The contracting officer shall negotiate a contract with the highest qualified firm for architectural and engineering services at compensation which the contracting officer determines is fair and reasonable to the Government. In making such determination, the contracting officer shall take into account the estimated value of the services to be rendered (see § 14–55.204(b)), and the scope, complexity, and professional nature thereof. If the price negotiated exceeds the Government's estimate by more than 5 percent, the approval of the Bureau or Office head based upon full justification shall be required prior to making contract award.

(b) Should the contracting officer be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determined to be fair and reasonable to the Government, negotiations with that firm should be formally terminated. The contracting officer should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the contracting officer should formally terminate negotiations. The contracting officer should then undertake negotiations with the third most qualified firm.

(c) Should the contracting officer be unable to negotiate a satisfactory contract with any of the selected firms, he shall select additional firms in order if their competence and qualifications and continue negotiations in accordance with this section until an agreement is reached.

(d) The forms and the terms and conditions prescribed in Subpart 1–16.7 of this title shall be used in negotiating contracts for architectural and engineering services.

§ 14–55.206–1 Construction contracts with architectural and engineering firms.

No contract for construction of a project shall be awarded to the firm, its subsidiaries, or affiliates, that provided architectural and engineering services for the project, except with the approval of the Secretary. The contract with the architectural and engineering firm shall specifically set forth this restriction.

§ 14–55.206–2 Use of designated personnel.

The contract shall include a clause requiring the contractor to assign only the personnel designated in the proposal to perform the services, and provide that no substitutions will be made without prior approval of the contracting officer.

§ 14–55.207 Small contracts.

Contracts of $10,000 or less are considered small contracts for purposes of this subpart. Such contracts may be negotiated and awarded without regard to the formal procedures set forth in this section. Contracting officers may negotiate small contracts in such manner as may be appropriate to assure that the Government deals with the best qualified architectural and engineering firm and at a reasonable price.

[FR Doc.72–20600 Filed 11–30–72;8:46 am]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 967]

CELERY GROWN IN FLORIDA

Proposed Expenses and Rate of Assessment

Consideration is being given to the approval of proposed expenses and a proposed rate of assessment, as hereinafter set forth, which were recommended by the Florida Celery Committee.

This Committee was established pursuant to Marketing Agreement No. 149 and Marketing Order No. 967, both as amended (7 CFR Part 967). The order regulates the handling of celery grown in Florida, and is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.).

All persons who desire to submit written data, views, or arguments in connection with these proposals may file the same, in quadruplicate, with the Hearing Clerk, Room 112–A, U.S. Department of Agriculture, Washington, D.C. 20250, not later than December 12, 1972. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)). The proposals are as follows:

§ 967.208 Expenses and rate of assessment.

(a) The expenses that are reasonable and likely to be incurred during the fiscal year ending July 31, 1973, by the Florida Celery Committee for its maintenance and functioning and for such purposes as the Secretary may determine to be appropriate, will amount to $74,350.

(b) The rate of assessment to be paid by each handler in accordance with the marketing agreement and this part shall be one half of 1 cent ($0.005) per crate of celery handled by him as the first handler thereof during said fiscal year.

(c) As provided in § 967.62, unexpended income in excess of expenses for the fiscal year ending July 31, 1973, may be carried over as an operating reserve.

(d) Terms used in this section have the same meaning as when used in the marketing agreement and this part.

Dated: November 28, 1972.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.72–20699 Filed 11–30–72;8:54 am]

[7 CFR Part 1076]

MILK IN THE EASTERN SOUTH DAKOTA MARKETING AREA

Notice of Proposed Suspension of a Certain Provision of the Order

Notice is hereby given that, pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), the suspension of a certain provision of the order regulating the handling of milk in the Eastern South Dakota marketing area is being considered.

All persons who desire to submit written data, views, or arguments in connection with the proposed suspension should file the same with the Hearing Clerk, Room 112–A, Administration

Building, U.S. Department of Agriculture, Washington, D.C. 20250, not later than 7 days from the date of publication of this notice in the FEDERAL REGISTER. All documents filed should be in quadruplicate.

All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

In § 1076.12(c), relating to standards for pooling a plant operated by a cooperative association, the provision "of other handlers," as it appears in the text preceding the proviso, is proposed to be suspended for the months of January through June 1973.

STATEMENT OF CONSIDERATION

The order now provides pool plant status for a plant (other than a distributing plant) operated by a cooperative association if more than 50 percent of the total milk supply of producer members of such cooperative association is shipped to pool distributing plants of other handlers during the month, either directly from the farm or by transfer from the cooperative plant.

The Land O'Lakes, Inc., a cooperative association of producers on the market, requests this suspension action in order to permit qualification of its supply plants for pooling on the basis of member-producer milk shipped to any pool distributing plant, whether operated by other handlers or by the cooperative.

The provision in question has been suspended for the months of August through December 1972 by an order issued August 11, 1972 (37 F.R. 16533).

Signed at Washington, D.C., on November 27, 1972.

JOHN C. BLUM,
Deputy Administrator,
Regulatory Programs.

[FR Doc.72-20700 Filed 11-30-72;8:54 am]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 39]

[Airworthiness Docket No. 72-NW-6-AD]

BOEING MODEL 727 SERIES AIRPLANES

Proposed Airworthiness Directive

The Federal Aviation Administration is considering amending Part 39 of the Federal Aviation Regulations by adding an airworthiness directive applicable to all Boeing Model 727 series airplanes listed in Boeing Service Bulletin 27-129. There have been failures of the leading edge slat actuators that resulted in slat separation from the aircraft.

Since this condition is likely to develop in other airplanes of the same type design, the proposed airworthiness directive would require that certain leading edge slat actuators be modified in accordance with Boeing Service Bulletin 27-129, or replaced with actuators of improved design, on all Boeing Model 727 airplanes listed in Boeing Service Bulletin 27-129 within 3,000 landings after the effective date of this airworthiness directive.

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views, or arguments as they desire. Communications should identify the docket number and be submitted in duplicate to the Department of Transportation, Federal Aviation Administration, Northwest Region, Attention: Regional Counsel, Airworthiness Rules Docket, FAA Building, Boeing Field, Seattle, Wash. 98108. All communications received on or before February 15, 1973, will be considered by the administrator before taking action upon the proposed rule. The proposals contained in this notice may be changed in the light of comments received. All comments will be available, both before and after the closing date for comments, in the rules docket for examination by interested persons.

This amendment is proposed under the authority of sections 313(a), 601, and 603 of the Federal Aviation Act of 1958 (49 U.S.C. 1354(a), 1421, and 1423) and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

In consideration of the foregoing, it is proposed to amend § 39.13 of the Federal Aviation Regulations by adding the following new airworthiness directive.

BOEING Applies to all Model 727 series airplanes listed in Boeing Service Bulletin 27-129 dated October 3, 1969, or later FAA approved revisions.

Compliance required as indicated.

To prevent failures of the leading edge slat actuators, accomplish the following:

(a) Within 3,000 landings from the effective date of this AD,

(1) Rework actuators (Ronson Part No. 1U1095-3) on leading edge slats numbered 1, 2, 7, and 8 in accordance with rework instructions in Boeing Service Bulletin 27-129, dated October 3, 1969, or later FAA approved revisions, or rework in a manner approved by the Chief, Engineering and Manufacturing Branch, FAA Northwest Region, or

(2) Replace actuators (Ronson Part No. 1U1095-3) on slats numbered 1, 2, 7, and 8 with redesigned actuators, Ronson Parts Nos. 1U1095-2, 1U1095-5, or 1U1095-9, or replace with actuators, Decoto Parts Nos. 2-690029-1, 2-690029-2, or 2-690029-3.

(b) Rework of the actuators, Ronson Part No. 1U1095-3 in accordance with (a)(1) above or replacement of the actuators in accordance with (a)(2) above constitutes terminating action under the provisions of this AD.

Issued in Seattle, Wash., on November 21, 1972.

C. B. WALK, Jr.,
Director, FAA Northwest Region.

[FR Doc.72-20612 Filed 11-30-72;8:47 am]

[14 CFR Part 71]

[Airspace Docket No. 72-SO-124]

CONTROL ZONE

Proposed Designation

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would designate the Knoxville, Tenn. (Downtown Island Airport) control zone.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to the Federal Aviation Administration, Southern Region, Air Traffic Division, Post Office Box 20636, Atlanta, GA 30320. All communications received within 15 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Airspace and Procedures Branch. Any data, views or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in light of comments received.

The official docket will be available for examination by interested persons at the Federal Aviation Administration, Southern Region, Room 724, 3400 Whipple Street, East Point, GA.

The Knoxville (Downtown Island Airport) control zone would be designated as:

Within a 3-mile radius of Downtown Island Airport (lat. 35°57'45" N., long. 83°52'30" W.). This control zone is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airman's Information Manual.

The proposed designation is required because an FAA control tower will be commissioned at this airport on February 1, 1973.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)) and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in East Point, Ga., on November 22, 1972.

PHILLIP M. SWATEK,
Director, Southern Region.

[FR Doc.72-20605 Filed 11-30-72;8:46 am]

[14 CFR Part 71]

[Airspace Docket No. 72-SO-121]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71

of the Federal Aviation Regulations that would alter the Newnan, Ga., transition area.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to the Federal Aviation Administration, Southern Region, Air Traffic Division, Post Office Box 20636, Atlanta, GA 30320. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Airspace and Procedures Branch. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in light of comments received.

The official docket will be available for examination by interested persons at the Federal Aviation Administration, Southern Region, Room 724, 3400 Whipple Street, East Point, GA.

The Newman transition area described in § 71.181 (37 F.R. 2143) would be amended as follows:

"* * * NE of the VORTAC * * *" would be deleted and "* * * NE of the VORTAC; within 3 miles each side of the 130° bearing from Coweta RBN (lat. 33°18'31" N., long. 84°46'22" W.), extending from the 5-mile radius area to 8.5 miles SE of the RBN * * *" would be substituted therefor.

The proposed alteration is required to provide controlled airspace protection for IFR aircraft executing the proposed NDB Runway 32 Instrument Approach Procedure, utilizing the Coweta (private) Nondirectional Radio Beacon.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)) and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in East Point, Ga., on November 21, 1972.

DUANE W. FREER,
Acting Director, Southern Region.

[FR Doc.72-20606 Filed 11-30-72;8:46 am]

[14 CFR Part 71]

[Airspace Docket No. 72-SO-2]

ADDITIONAL CONTROL AREA

Proposed Designation

The Federal Aviation Administration (FAA) is considering amendments to Part 71 of the Federal Aviation Regulations that would designate Control Area 1157 off the coast of North Carolina that would include Warning Areas W-122 A, B, and C.

Consistent with this proposal, nonrule making action would also be required that would modify Warning Areas W-122 A, B, and C as deescribed herein and establish procedures for joint use of these areas by the using agency and the Federal Aviation Administration.

These actions will permit the Washington Center to deviate traffic east of Control Area 1151 during thunderstorms or other severe weather conditions and to accommodate the heavy en route traffic between New York City, N.Y., and Miami, Fla., when the warning areas are not in use for military activities.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Southern Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Post Office Box 20636, Atlanta, GA 30320. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue, SW., Washington, DC 20591. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

As parts of these proposals relate to the navigable airspace outside the United States, this notice is submitted in consonance with the ICAO International Standards and Recommended Practices.

Applicability of International Standards and Recommended Practices by the Air Traffic Service, FAA, in areas outside domestic airspace of the United States is governed by Article 12 of and Annex 11 to the Convention on International Civil Aviation, which pertain to the establishment of air navigation facilities and services necessary to promoting the safe, orderly and expeditious flow of civil air traffic. Their purpose is to insure that civil flying on international air routes is carried out under uniform conditions designed to improve the safety and efficiency of air operations.

The International Standards and Recommended Practices in Annex 11 apply in those parts of the airspace under the jurisdiction of a contracting state, derived from ICAO, wherein air traffic services are provided and also whenever a contracting state accepts the responsibility of providing air traffic services over high seas or in airspace of undetermined sovereignty. A contracting state accepting such responsibility may apply the International Standards and Recommended Practices to civil aircraft in a manner consistent with that adopted for airspace under its domestic jurisdiction.

In accordance with Article 3 of the Convention on International Civil Aviation, Chicago, 1944, state aircraft are exempt from the provisions of Annex 11 and its Standards and Recommended Practices. As a contracting state, the United States agreed by Article 3(d) that its state aircraft will be operated in international airspace with due regard for the safety of civil aircraft.

Since these actions involve, in part, the designation of navigable airspace outside the United States, the Administrator has consulted with the Secretary of State and the Secretary of Defense in accordance with the provisions of Executive Order 10854.

The airspace actions proposed in this docket would designate Control Area 1157 as follows:

That airspace extending upward from 2,000 feet MSL bounded on the northeast by Control Area 1181, on the southeast by the New York Oceanic CTA/FIR boundary, on the south by Control Area 1152, on the west by Control Area 1151, and on the northwest by a line 3 nautical miles from and parallel to the shoreline.

The nonrule making action associated with this proposed designation would modify Warning Areas W-122 A, B, and C as follows:

1. W-122A—Add "Controlling Agency: FAA, Washington ARTC Center"
2. W-122B—Add "Controlling Agency: FAA, Washington ARTC Center"
3. W-122C—Add "Controlling Agency: FAA, Washington ARTC Center"

These amendments are proposed under the authority of section 307(a) and 1110 of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a) and 1510), Executive Order 10854 (24 F.R. 9565) and section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on November 24, 1972.

CHARLES H. NEWPOL,
Acting Chief, Airspace and Air Traffic Rules Division.

[FR Doc.72-20607 Filed 11-30-72;8:46 am]

[14 CFR Part 71]

[Airspace Docket No. 72-RM-30]

CONTROL ZONE

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations which would alter the description of the Salt Lake City, Utah, control zone.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Chief, Air Traffic Division, Federal Aviation Administration, Park Hill Station, Post Office Box 7213, Denver, CO 80207. All communications received within 30 days after publication of this notice in

the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Administration, 10455 East 25th Avenue, Aurora, CO 80010.

A new instrument landing system (ILS) is being commissioned to serve runway 16L at Salt Lake City International Airport. Alteration of the control zone is necessary to provide controlled airspace protection for aircraft executing this procedure.

In consideration of the foregoing, the FAA proposes the following airspace action:

In § 71.171 (37 F.R. 2056) the description of the Salt Lake City, Utah, control zone is amended to read as follows:

SALT LAKE CITY, UTAH

Within a 5-mile radius of the Salt Lake International Airport (latitude 40°47'10" N., longitude 111°58'00" W.) and within 2.5 miles each side of the Salt Lake City VORTAC 003° radial extending from the 5-mile radius zone to 2 miles north of the VORTAC.

This amendment is proposed under authority of section 307(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1348(a)), and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Aurora, Colo., on November 24, 1972.

M. M. MARTIN,
Director, Rocky Mountain Region.

[FR Doc.72-20609 Filed 11-30-72;8:46 am]

[14 CFR Part 71]

[Airspace Docket No. 72-RM-31]

CONTROL ZONE

Proposed Establishment

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations which would establish the USAF Academy Airstrip control zone, Colorado Springs, Colo.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Chief Air Traffic Division, Federal Aviation Administration, Park Hill Station Post Office Box 7213, Denver, CO 80207. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Administration, 10455 East 25th Avenue, Aurora, CO 80010.

Air operations conducted at the USAF Academy Airstrip include the USAF Pilot Indoctination Program (PIP), parachute jumping, soaring activities, and aero club support. The USAF plans to move additional PIP operation from Peterson Field, Colorado Springs, to the Airstrip resulting in an anticipated base load of about 50 fixed-wing and 16 sailplanes. A projected maximum of 190,000 annual operations is expected.

The acknowledged pilot distractions consulting of the Academy Chapel, the eastern frontal ranges of the Rocky Mountains and the Pikes Peak area, together with the above Academy Airstrip operations, have created an environment of mixed aviation activity confined to a narrow corridor between the mountains and the city of Colorado Springs, Colo.

The above mixed aircraft operations are presently permitted in minimal weather conditions and the increased volume of each has created a situation where safety of flight is compromised.

Establishment of a part-time control zone within a 3-mile radius of the USAF Academy Airstrip reference point of latitude 38°58'15" N., longitude 104°49'-00" W., will enhance safety, in that increased visibility minima will be required, tower controller capabilities will be increased, and charting of a zone will clearly alert transient pilots to the existence of the airport traffic area.

In consideration of the foregoing, the FAA proposes the following airspace action.

In § 71.171 (37 F.R. 2056) the following control zone is added:

COLORADO SPRINGS, COLO.

Within a 3-mile radius of USAF Academy Airstrip (latitude 38°58'15" N., longitude 104°49'00" W.). This control zone is effective during the specific dates and times established in advance by a notice to Airmen. The effective date and time will thereafter be continuously published in the Airman's Information Manual.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1348(a)), and of section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Aurora, Colo., on November 22, 1972.

ISAAC H. HOOVER,
Acting Director,
Rocky Mountain Region.

[FR Doc.72-20608 Filed 11-30-72;8:46 am]

[14 CFR Part 75]

[Airspace Docket No. 72-WA-32]

AREA HIGH ROUTES

Proposed Designation

The Federal Aviation Administration (FAA) is considering an amendment to Part 75 of the Federal Aviation Regulations that would designate three area navigation (RNAV) high routes. The first route from John F. Kennedy International Airport, N.Y., to Miami, Fla., would also serve north and south operations to/from Newark, N.J., Philadelphia, Pa., and West Palm Beach, Fla. The second route from John F. Kennedy International Airport, N.Y., to Orlando, Fla., would also serve north and south operations to/from Newark, N.J., Philadelphia, Pa., Charleston, S.C., and Jacksonville, Fla. The third route from Dulles International Airport, Va., to Miami, Fla., wouud also serve West Palm Beach, Fla.

The area high routes proposed herein would provide properly equipped aircraft with an additional means of navigation between terminals in the vicinity of New York City, Washington, D.C., and Florida.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, DC 20591. All communications received within 45 days after publication of this notice will be considered by the Administrator before taking action on the proposed rule. The proposal contained in this notice may be changed in the light of comments received. All comments submitted will be available, both before and after the closing date for comments, in the Rules Docket for examination by interested persons.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, DC 20591.

As part of this proposal relates to the navigable airspace outside the United States, this notice is submitted in consonance with the ICAO International Standards and Recommended Practices.

Applicability of International Standards and Recommended Practices by the Air Traffic Service, FAA, in areas outside domestic airspace of the United States is governed by Article 12 of and Annex 11 to the Convention on International Civil Aviation, which pertain to the establishment of air navigation facilities and services necessary to promoting the safe, orderly, and expeditious flow of civil air traffic. Their purpose is to insure that civil flying on international air routes is carried out under uniform conditions designed to improve the safety and efficiency of air operations.

The International Standards and Recommended Practices in Annex 11 apply

in those parts of the airspace under the jurisdiction of a contracting State, derived from ICAO, wherein air traffic services are provided and also whenever a contracting State accepts the responsibility of providing air traffic services over high seas or in airspace of undetermined sovereignty. A contracting State accepting such responsibility may apply the International Standards and Recommended Practices to civil aircraft in a manner consistent with that adopted for airspace under its domestic jurisdiction.

In accordance with Article 3 of the Convention on International Civil Aviation, Chicago, 1944, State aircraft are exempt from the provisions of Annex 11 and its Standards and Recommended Practices. As a contracting State, the United States agreed by Article 3(d) that its State aircraft will be operated in international airspace with due regard for the safety of civil aircraft.

Since this action involves, in part, the designation of navigable airspace outside the United States, the Administrator has consulted with the Secretary of State and the Secretary of Defense in accordance with the provisions of Executive Order 10854.

The FAA proposes to amend Part 75 of the Federal Aviation Regulations by designating area high routes as follows:

Waypoint Name	Geographical coordinates Latitude/Longitude (in degrees, minutes and seconds)	VOR/DME description
J993R (JOHN F. KENNEDY AIRPORT, N.Y., TO MIAMI, FLA.)		
Boundary, Md	38°06'45"/75°26'05"	RIC 073.8/96.8.
Rescue, Va	36°47'30"/76°25'30"	RIC 140.6/60.6.
Topsail, N.C	34°06'00"/78°00'00"	RDU 163.8/113.0.
Azalea	32°23'00"/78°15'00"	CHS 110.2/95.6.
Gateway	30°24'00"/78°34'00"	DAB 63.1/148.2.
Sailfish	30°00'00"/78°38'00"	DAB 071.6/136.2.
Tarpon	28°00'00"/79°30'00"	VRB 69.7/56.1.
Pike	26°17'31"/79°54'49"	PBI 151.0/27.0.
J994R (JOHN F. KENNEDY AIRPORT, N.Y., TO ORLANDO FLA.)		
Boundary, Md	38°06'45"/75°26'05"	RIC 73.3/96.8.
Rescue, Va	36°47'30"/76°25'30"	RIC 140.6/60.6.
Clarkton, N.C	34°25'00"/78°46'30"	RDU 180.5/87.4.
Charleston, S.C	32°53'39"/80°02'17"	CAE 140.2/77.0.
Jacksonville, Fla	30°27'00"/81°33'52"	AMG 142.9/81.2.
Orlando, Fla	28°32'33"/81°20'07"	ORL 000/000.
J995R (DULLES INTERNATIONAL AIRPORT, VA., TO MIAMI, FLA.)		
Casanova, Va	38°38 28"/77°51'57"	GVE 025.7/40.0.
Flat Rock, Va	37°31'42"/77°49'43"	GVE 157.9/82.9.
Topsail, N.C	34°06'00"/78 00'00"	RDU 163.8/113.0.
Azalea	32 23'00"/78°15'00"	CHS 110.2/95.6.
Gateway	30°24'00"/78°34'00"	DAB 63.1/148.2.
Sailfish	30°00'00"/78°38'00"	DAB 071.0/136.2.
Halibut	26°41'00"/79°07'00"	VRB 128.7/94.6.
Bonefish	26°03'28"/79°46'14"	PBI 151.0/43.0.

This amendment is proposed under the authority of section 307(a) and 1110 of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a) and 1510), Executive Order 10854 (24 F.R. 9565) and section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on November 27, 1972.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[FR Doc.72-20610 Filed 11-30-72;8:46 am]

[14 CFR Parts 71, 73]

[Airspace Docket No. 72-NW-24]

RESTRICTED AREA AND FEDERAL AIRWAY

Proposed Alteration and Designation

The Federal Aviation Administration (FAA) is considering amendments to Parts 71 and 73 of the Federal Aviation Regulations that would divide Restricted Area R-6714 into two parts and designate a south alternate to a segment of VOR Federal airway V-448, between Yakima and Moses Lake, Wash.

The amendments would permit better utilization of airspace and would provide an efficient alternate to V-448 when that airway is unavailable because of using agency activities in the western portion of R-6714:

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Northwest Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, FAA Building, Boeing Field, Seattle, Wash. 98108. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. The proposals contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, DC 20591. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

The proposed amendments would subdivide Restricted Area R-6714 into Parts A and B and designate a south alternate to VOR Federal airway V-448 as follows:

R-6714A

Boundaries: Beginning at lat. 46°51'00" N., long. 119°58'00" W.; along the west shore of the Columbia River to lat. 46°42'30" N., long. 119°58'00" W.; to lat. 46°33'00" N., long. 120°04'00" W.; to lat. 46°33'00" N., long. 120°09'00" W.; to lat. 46°36'22" N., long. 120°18'50" W.; to lat. 46°40'35" N., long. 120°26'35" W.; to lat. 46°43'00" N., long. 120°26'38" W.; to lat. 46°51'00" N., long. 120°21'30" W.; to lat. 46°51'00" N., long. 120°16'30" W.; to lat. 46°54'30" N., long. 120°15'00" W.; clockwise along the arc of a 12-mile-radius circle centered at lat. 46°44'45" N., long. 120°20'00" W.; to lat. 46°51'00" N., long. 120°08'30" W.; to point of beginning.

Designated altitudes: Surface to 29,000 feet MSL.

Time of designation: Continuous.

Controlling agency: Federal Aviation Administration, Seattle ARTC Center.

Using agency: Commanding General, Fort Lewis, Wash.

R-6714B

Boundaries: Beginning at lat. 46°42'30" N., long. 119°58'00" W.; along the west shore of the Columbia River to lat. 46°39'00" N., long. 119°55'30" W.; to lat. 46°33'00" N., long. 119°55'30" W.; to lat. 46°33'00" N., long. 120°04'00" W.; to the point of beginning.

Designated altitudes: Surface to 29,000 feet MSL.

Time of designation: Continuous.

Controlling Agency: Federal Aviation Administration, Seattle ARTC Center.

Using Agency: Commanding General, Fort Lewis, Wash.

SOUTH ALTERNATE TO V-448

From Yakima, Wash., via the INT of the Yakima 129° T(108° M) and Ephrata, Wash., 203° T(182° M) radials to the INT of the Ephrata 203° T(182° M) and Moses Lake, Wash., 238° T(217° M) radials.

Subdividing R-6714 as proposed would permit continued flight operations in that portion not activated by the using agency. During times when R-6714A is active and R-6714B is not, the Yakima/Moses Lake traffic can be routed via the proposed V-448 south alternate.

These amendments are proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)) and section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on November 27, 1972.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[FR Doc.72-20611 Filed 11-30-72;8:47 am]

[14 CFR Part 91]

[Docket No. 12391; Notice 72-31]

CIVIL AIRCRAFT

Registration Number on Airworthiness Certificate

The Federal Aviation Administration is considering amending Part 91 of the Federal Aviation Regulations to provide that a U.S. airworthiness certificate (other than a special flight permit) that the operator of a civil aircraft carries within the aircraft must have on it the registration number of the aircraft, except that it need not have on it an assigned special identification number before 10 days after that number is first affixed to the aircraft.

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views, or arguments as they may desire. Communications should identify the regulatory docket or notice number and

be submitted in duplicate to: Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, AGC-24, 800 Independence Avenue SW., Washington, DC 20591. All communications received on or before March 1, 1973, will be considered by the Administrator before taking action on the proposed rule. The proposal contained in this notice may be changed in the light of comments received. All comments submitted will be available, both before and after the closing date for comments, in the rules docket for examination by interested persons.

The U.S. registration number of an aircraft is shown on the U.S. airworthiness certificate (other than certain special flight permits) for that aircraft; however, at the present time the Federal Aviation Regulations do not specifically require that the registration number appear on the airworthiness certificate. When the aircraft owner applies for a special identification number under § 47.15(f) to replace the one currently assigned to his aircraft, the FAA Aircraft Registry assigns a special identification number on AC Form 8050-64. Within 5 days after he affixes the number to his aircraft, the owner must complete and sign the receipt contained in that form, state the date he affixed the number to his aircraft, and return the original form to the FAA Aircraft Registry. The FAA Aircraft Registry then issues a revised certificate of aircraft registration. The owner may, but is not now required to, obtain a revised airworthiness certificate showing the new identification number from an FAA Flight Standards District Office.

The proposed amendments would specifically require that the airworthiness certificate have on it the aircraft registration number. However, where a special identification number is obtained, the airworthiness certificate would not have to have on it that number before 10 days after that number is affixed to the aircraft. Special flight permits are excluded from this requirement because certain of them are issued without having registration numbers on them, and their generally short duration makes it impracticable to require their revision.

In consideration of the foregoing, it is proposed to amend the introductory language and subparagraph (1) of § 91.27 (a) of the Federal Aviation Regulations to read as follows:

§ 91.27 Civil aircraft: Certifications required.

(a) Except as provided in § 91.28, no person may operate a civil aircraft unless it has within it the following:

(1) An appropriate and current airworthiness certificate, a special flight permit or a copy of the applicable operations specifications issued under § 21.197(c) of this chapter or appropriate sections of the air carrier manual required by Parts 121 and 127 of this chapter containing that portion of the operations specifications issued under § 21.197(c) of this chapter, or an authorization under § 91.45. Each United States airworthiness certificate used to comply with this subparagraph must have on it the registration number assigned to the aircraft under Part 47 of this chapter. However, the airworthiness certificate need not have on it an assigned special identification number before 10 days after that number is first affixed to the aircraft.

* * * * *

These amendments are proposed under sections 313(a), 601, and 603 of the Federal Aviation Act of 1958 (49 U.S.C. 1354, 1421, 1423), and section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on November 22, 1972.

JAMES F. RUDOLPH,
Director,
Flight Standards Service.

[FR Doc.72-20603 Filed 11-30-72;8:46 am]

National Highway Traffic Safety Administration

[49 CFR Part 555]

[Docket No. 72-30; Notice 1]

MOTOR VEHICLE SAFETY REGULATIONS

Temporary Exemption From Motor Vehicle Safety Standards

The purpose of this notice is to propose an amendment of Title 49 Code of Federal Regulations, to add a new Part 555, "Temporary Exemption From Motor Vehicle Safety Standards."

In October 1972, Public Law 92-548 was enacted, amending section 123 of the National Traffic and Motor Vehicle Safety Act of 1966, 15 U.S.C. 1410, to provide bases upon which a manufacturer of motor vehicles might apply for a temporary exemption from one or more Federal motor vehicle safety standards. There are four such bases. Under the first basis a manufacturer whose total motor vehicle production in his most recent year of manufacture did not exceed 10,000 may petition for relief on the grounds that compliance would cause him substantial economic hardship and that he has, in good faith, attempted to comply with each standard from which he requests to be exempted. Section 123 and the proposed regulations require an applicant to include in his petition a complete financial statement showing the basis of the economic hardship and a complete description of his good faith effort to comply with the standards. Hardship exemptions are granted for periods not to exceed 3 years.

The remaining exemptions are available to any motor vehicle manufacturer regardless of the size of production, but they cover not more than 2,500 vehicles in any 12-month period that the exemption is in effect. The maximum period of these exemptions is 2 years. One basis for exemption is that the petitioner is developing or evaluating in the field an innovational safety feature. Petitions for these exemptions must be accompanied by a detailed description of the safety feature and substantiation of its innovative nature. Petitioners must also show that the level of safety provided by the feature is equivalent to or exceeds the level of safety established in the standard from which exemption is sought.

A further basis for exemption is that it would facilitate the development or field evaluation of a low-emission motor vehicle. Section 123(g) defines a low-emission vehicle as any motor vehicle which—

(1) Emits any air pollutant in amounts significantly below new motor vehicle standards applicable under section 202 of the Clean Air Act (42 U.S.C. 1857f 1) at the time of manufacture of that type of vehicle; and

(2) With respect to all other air pollutants meets the new motor vehicle standards applicable under section 202 of the Clean Air Act at the time of manufacture of that type of vehicle.

Section 123 requires that petitioners substantiate that the vehicle sought to be exempted is a low-emission vehicle and that the exemption would not unreasonably degrade the safety of the vehicle.

The final basis for exemption is that requiring compliance with a standard would prevent the petitioner from selling a motor vehicle whose overall level of safety is equivalent to or exceeds the overall level of safety of nonexempted vehicles. Petitioners must establish that the vehicle provides an overall level of safety equivalent to or exceeding the safety level of nonexempted vehicles. It is also proposed that the petitioner substantiate that the requirement of compliance would prevent the sale of the vehicle.

Renewal petitions would be submitted in the same manner as original petitions, and meet the same requirements. Under the proposed regulations, NHTSA will publish a notice of each petition in the FEDERAL REGISTER and afford an opportunity to comment. If the petition is granted, notice will also be published together with the reason for the grant. No public hearing, argument or other formal proceeding would be held on a petition before its disposition. Any interested person could, upon written request, appear before an appropriate NHTSA official to discuss a petition or its denial. Petitions would be available for inspection in the NHTSA docket section. Other information and data considered relevant to the petition would be added to the docket.

An exemption would be terminated by the Administrator upon a determination that it was no longer consistent with the public interest and the objectives of the Act, or that it was granted on the basis of false, fraudulent, or misleading representations or information.

Exempted manufacturers would meet all applicable requirements of 49 CFR Part 567, Certification, except that the conformity statement on the permanently affixed label would reflect the

nonconformance of the vehicle and specify the exempted standards. A label containing the same information would be affixed to the windshield or side window. The window label appears to be the most appropriate way of providing written notification of exemptions to dealers and first purchasers.

In consideration of the foregoing, it is proposed that Title 49, Code of Federal Regulations, be amended by addition of Part 555, "Temporary Exemption from Motor Vehicle Safety Standards," as set forth below.

Proposed effective date: Publication date of the rule in the FEDERAL REGISTER.

Interested persons are invited to submit data, views, and arguments on the proposal. Comments should refer to the docket number and be submitted to: Docket Section, National Highway Traffic Safety Administration, Room 5221, 400 Seventh Street SW., Washington, DC 20590. It is requested, but not required that 10 copies be submitted. All comments received before the close of business on January 5, 1973, will be considered, and will be available in the docket for examination both before and after the closing date. However, the rule making action may proceed at any time after that date, and comments received after the closing date and too late for consideration will be treated as suggestions for future rule making. Relevant material will continue to be filed as it becomes available in the docket after the closing date, and it is recommended that interested persons continue to examine the docket for new material.

Issued on: November 28, 1972.

ROBERT L. CARTER,
Associate Administrator,
Motor Vehicle Programs.

PART 555—TEMPORARY EXEMPTION FROM MOTOR VEHICLE SAFETY STANDARDS

Sec.
555.1 Scope.
555.2 Purpose.
555.3 Application.
555.4 Definitions.
555.5 Petition for exemption.
555.6 Basis for petition.
555.7 Processing of petitions.
555.8 Termination of temporary exemptions.
555.9 Temporary exemption labels.
555.10 Availability for public inspection.

AUTHORITY: The provisions of this Part 555 issued under sections 123 and 119 of the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1410, 1407) and the delegations of authority at 49 CFR 1.51 and 49 CFR 501.8.

§ 555.1 Scope.

This part establishes requirements for the temporary exemption, by the National Highway Traffic Safety Administration (NHTSA), of certain motor vehicles from compliance with one or more Federal motor vehicle safety standards in accordance with section 123 of the National Traffic and Motor Vehicle Safety Act of 1966, 15 U.S.C. 1410.

§ 555.2 Purpose.

The purpose of this part is to provide a means by which manufacturers of motor vehicles may obtain temporary exemptions from Federal motor vehicle safety standards on the bases of substantial economic hardship, facilitation of the development of new motor vehicle safety or low-emission engine features, or existence of an equivalent overall level of motor vehicle safety.

§ 555.3 Application.

This part applies to manufacturers of motor vehicles.

§ 555.4 Definitions.

"Administrator" means the National Highway Traffic Safety Administrator or his delegate. "United States" means the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, the Canal Zone, and American Samoa.

§ 555.5 Petition for exemption.

(a) A manufacturer of motor vehicles may petition the NHTSA for a temporary exemption from any Federal motor vehicle safety standard or for a renewal of any exemption on the bases of substantial economic hardship, facilitation of the development of new motor vehicle safety or low-emission engine features, or the existence of an equivalent overall level of motor vehicle safety.

(b) Each petition filed under this part for an exemption or its renewal must—

(1) Be written in the English language;

(2) be submitted in three copies to: Administrator, National Highway Traffic Safety Administration, Washington, D.C. 20590;

(3) State the full name and address of the applicant, the nature of its organization (individual, partnership, corporation, etc.) and the name of the State or country under the laws of which it is organized;

(4) State the number and title, and the text or substance of the standard or portion thereof from which the temporary exemption is sought, and the length of time desired for such exemption;

(5) Set forth the basis for the petition and the information required by § 555.6 (a), (b), (c), or (d) as appropriate; and

(6) Specify any part of the information and data submitted which petitioner requests be withheld from public disclosure and the reason for the request.

§ 555.6 Basis for petition.

(a) If the basis of the petition is substantial economic hardship the petitioner shall provide:

(1) A complete financial statement and engineering data describing in detail how compliance would cause substantial economic hardship;

(2) A complete description of its efforts to attempt to comply with the standard from which temporary exemption is requested;

(3) A description of the steps to be taken, while the exemption is in effect, to achieve full compliance and the estimated date by which full compliance will be achieved; and

(4) The total number of motor vehicles produced by or on behalf of the petitioner for sale anywhere in the world in the 12-month period prior to filing the petition, and the inclusive dates of the period. (Section 123 of the Act limits eligibility for exemption on the basis of economic hardship to manufacturers whose total motor vehicle production in their most recent year of production does not exceed 10,000.)

(b) If the basis of the petition is the development or field evaluation of new motor vehicle safety features, the petitioner shall provide—

(1) A description of the safety features, and research, development, and testing documentation establishing the innovational nature of such feature;

(2) An analysis establishing that the level of safety of such feature is equivalent to or exceeds the level of safety established in the standard from which exemption is sought; and

(3) A statement that not more than 2,500 exempted vehicles will be sold in the United States in any 12-month period for which an exemption may be granted pursuant to this paragraph. A petition for renewal of such an exemption shall also include the total number of exempted vehicles sold in the United States under the existing exemption.

(c) If the basis of the petition is the development or field evaluation of a low-emission motor vehicle, the petitioner shall provide—

(1) Substantiation that the motor vehicle is a low-emission vehicle as defined by section 123(g) of the Act;

(2) Substantiation that a temporary exemption would facilitate the development or field evaluation of the vehicle;

(3) Research, development, and testing documentation establishing that a temporary exemption would not unreasonably degrade the safety of the vehicles; and

(4) A statement that not more than 2,500 exempted vehicles will be sold in the United States in any 12-month period for which an exemption may be granted pursuant to this paragraph. A petition for renewal of an exemption shall also include the total number of exempted vehicles sold in the United States under the existing exemption.

(d) If the basis of the petition is that the petitioner is otherwise unable to sell a motor vehicle whose overall level of safety is equivalent to or exceeds the overall level of safety of non-exempted motor vehicles, the petitioner shall provide—

(1) Substantiation that compliance would prevent the sale of the vehicle;

(2) A detailed analysis of how the vehicle provides an overall level of safety equivalent to or exceeding the overall level of safety of nonexempted vehicles;

(3) A statement that not more than 2,500 exempted vehicles will be sold in the United States in any 12-month period for which an exemption may be granted pursuant to this paragraph. A

petition for renewal of any exemption shall also include the total number of exempted vehicles sold in the United States under the existing exemption.

§ 555.7 Processing of petitions.

(a) The NHTSA publishes a notice of each petition in the FEDERAL REGISTER and affords an opportunity to comment.

(b) No public hearing, argument, or other formal proceeding is held directly on a petition filed under this part before its disposition under this section.

(c) Any interested person may, upon written request, appear informally before an appropriate official of the NHTSA to discuss a petition for exemption or the action taken in response to a petition.

(d) If the Administrator determines that the petition does not contain adequate justification, he denies it and notifies the petitioner in writing.

(e) If the Administrator determines that the petition contains adequate justification, he grants it, and notifies the petitioner in writing. He also publishes in the FEDERAL REGISTER a notice of the grant and the reasons for it.

§ 555.8 Termination of temporary exemptions.

(a) A temporary exemption from a standard granted on the basis of substantial economic hardship terminates according to its terms but not later than 3 years after the date of issuance unless terminated sooner pursuant to paragraph (c) of this section.

(b) A temporary exemption from a standard granted on a basis other than substantial economic hardship terminates according to its terms but not later than 2 years after the date of issuance unless terminated sooner pursuant to paragraph (c) of this section.

(c) The Administrator terminates a temporary exemption if he determines that—

(1) The temporary exemption is no longer consistent with the public interest and the objectives of the Act; or

(2) The temporary exemption was granted on the basis of false, fraudulent, or misleading representations or information.

§ 555.9 Temporary exemption labels.

A manufacturer of an exempted vehicle shall—

(a) Submit to the Administrator, within 30 days after receiving notification of the grant of an exemption, a sample of the certification label required by Part 567 of this chapter and paragraph (c) of this section;

(b) Affix securely to the windshield or side window of each exempted vehicle a label in the English language containing the statement required by paragraph (a) of this section; and

(c) Meet all applicable requirements of Part 567 of this chapter, except that—

(1) Instead of the statement required by § 567.4(g)(5) of this chapter, the following statement shall appear:

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE EXCEPT FOR STANDARD NOS. [Listing the standards for which an exemption has been granted]. EXEMPTED PURSUANT TO NHTSA EXEMPTION NO._____.

(2) Instead of the statement required by § 567.5(a)(7) of this chapter, the following statement shall appear:

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT [Month, Year] EXCEPT FOR STANDARDS NOS. [Listing the standards for which an exemption has been granted]. EXEMPTED PURSUANT TO NHTSA EXEMPTION NO._____.

§ 555.10 Availability for public inspection.

(a) Information relevant to a petition under this part, including the petition and supporting data, memoranda of informal meetings with the petitioner, and the grant or denial of the petition, is available for public inspection, except as specified in paragraph (b) of this section, in the Docket Section, Room 5221, National Highway Traffic Safety Administration, 400 Seventh Street SW., Washington, DC 20590. Copies of available information may be obtained, as provided in Part 7 of the regulations of the Office of the Secretary of Transportation (49 CFR Part 7).

(b) Information relevant to a petition made available for inspection shall not include materials ordered withheld from the public under section 112 and 113 of the Act (15 U.S.C. 1401, 1402) and section 552(b) of title 5 of the United States Code.

[FR Doc.72-20669 Filed 11-28-72;12:33 pm]

[49 CFR Part 571]

[Docket No. 71-21; Notice 5]

LAMPS, REFLECTIVE DEVICES, AND ASSOCIATED EQUIPMENT

Proposed Motor Vehicle Safety Standard

The purpose of this notice is to propose an amendment to 49 CFR 571.108, Motor Vehicle Safety Standard No. 108, *Lamps, reflective devices, and associated equipment*, that would amend test procedures relating to bulbs.

On the basis of comments submitted in response to Docket No. 71-21; Notice 1 (36 F.R. 22763) proposing modification of the method by which conformity of certain lamps to photometric requirements is determined, the NHTSA proposes to amend two test procedures relating to bulbs. At the present time, test bulbs must be "operated at their rated mean spherical candlepower unless otherwise specified." Not all bulbs have been assigned a mean spherical candlepower rating. The proposal specifies that when no rating has been assigned by the bulb manufacturer or the SAE or, if the lamp is sealed and the bulb cannot be replaced, the bulb shall be operated at design voltage. Secondly, instances have arisen where noncompliance of lamps could not be proven in marginal cases because of the tolerances permitted in test bulbs. The notice seeks to render test results more reproducible by proposing that the filaments of test bulbs (other than sealed-in bulbs) be positioned within ±.010 inch of the nominal design position specified in SAE Standard J573d, "Lamp Bulbs and Sealed Units," or by the bulb manufacturer. Other requirements of SAE Standard J575d, incorporated by reference into Standard No. 108, remain applicable.

In consideration of the foregoing, it is proposed that 49 CFR 571.108, Motor Vehicle Safety Standard No. 108, be revised as follows:

1. The reference in the first sentence of paragraph S4.1.1 to "S4.1.1.16" would be changed to "S4.1.1——"

2. Paragraphs S4.1.1—— and S4.1.1—— would be adopted to read:

S4.1.1—— A lamp designed to use a type of bulb that has not been assigned a mean spherical candlepower rating by its manufacturer and is not listed in SAE Standard J573d, "Lamp Bulbs and Sealed Units," December 1968, shall meet the applicable requirements of this standard when used with any bulb of the type specified by the lamp manufacturer, operated at the bulb's design voltage. A lamp that contains a sealed-in bulb shall meet these requirements with the bulb operated at the bulb's design voltage.

S4.1.1.____ Except for a lamp having a sealed-in bulb, a lamp shall meet the applicable requirements of this standard when tested with a bulb whose filament is positioned within ±.010 inch of the nominal design position specified in SAE Standard J573d, "Lamp Bulbs and Sealed Units," December 1968, or specified by the bulb manufacturer.

Interested persons are invited to submit comments on the proposal. Comments should refer to the docket number and be submitted to: Docket Section, National Highway Traffic Safety Administration, Room 5221, 400 Seventh Street SW., Washington, DC 20590. It is requested but not required that 10 copies be submitted.

All comments received before the close of business on February 1, 1973, will be considered, and will be available for examination in the docket at the above address both before and after the closing date. To the extent possible, comments filed after the above date will also be considered by the Administration. However, the rule making action may proceed at any time after the date, and comments received after the closing date and too late for consideration in regard to the action will be treated as suggestions for future rule making. The Administration will continue to file relevant material, as it becomes available, in the docket after the closing date, and

it is recommended that interested persons continue to examine the docket for new material.

Proposed effective date: September 1, 1973.

This notice is issued under the authority of sections 103 and 119 of the National Traffic and Motor Vehicle Safety Act, 15 U.S.C. 1392, 1407, and the delegations of authority at 49 CFR 1.51 and 49 CFR 501.8.

Issued on November 27, 1972.

ROBERT L. CARTER,
Associate Administrator,
Motor Vehicle Programs.

[FR Doc.72-20672 Filed 11-30-72;8:52 am]

ENVIRONMENTAL PROTECTION AGENCY

[41 CFR Part 15-16]

PROCUREMENT FORMS

Forms for Certain Advertised and Negotiated Nonpersonal Service Contracts

Notice is hereby given that the Environmental Protection Agency proposes an amendment to 41 CFR 15-16.553 to add § 15-16.553-3 *General provisions to be used in fixed price service contracts other than research and development,* to read as set forth below.

Interested parties may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Environmental Protection Agency, Contracts Management Division, Washington, D.C. 20460. All communications received within thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER will be considered prior to adoption of the final regulation. A copy of each communication will be placed on file for public inspection in the Contracts Management Division, Room 415B, Waterside Mall, Washington, D.C. 20460.

(40 U.S.C. 486(e), sec. 205(c), 63 Stat. 377, as amended)

Dated: November 27, 1972.

WILLIAM D. RUCKELSHAUS,
Administrator.

§ 15-16.553-3 General provisions for use in fixed price service contracts other than research and development contracts.

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(b) Except as otherwise provided in this contract, the term "Subcontracts" includes purchase orders under this contract.

(c) The term "EPA" means the Environmental Protection Agency.

2. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided,* That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

4. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(4) Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal procurement regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all

items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same: *Provided*, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a notice of termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 1 year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 1-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 1-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by erason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: *Provided*, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b)(7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under (i) above); and

(iii) A sum, as profit on (i), above, determined by the Contracting Officer pursuant to § 1–8.303 of the Federal procurement regulations (41 CFR 1–8.303), in effect as of the date of execution of this contract, to be fair and reasonable: *Provided*, However, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (2)(i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(7).

(f) Costs claimed, agreed to, or determined pursuant to paragraphs (c), (d), and (e) of this clause shall be in accordance with the applicable contract cost principles and procedures in Part 1–15 of the Federal procurement regulations (41 CFR Part 1–15) in effect on the date of this contract.

(g) The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause, there shall be deducted: (1) All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however*, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of 3 years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

5. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) of this clause, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to perform the work called for by this contract within the time(s) specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or

so fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, work similar to the work so terminated and the Contractor shall be liable to the Government for any excess costs for such similar work: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule or other performance requirements.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, any of the completed or partially completed work not theretofore delivered to, and accepted by, the Government and any other property, including contract rights, specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon the direction of the Contracting Officer protect and preserve property in the possession of the Contractor in which the Government has an interest. The Government shall pay to the Contractor the contract price if separately stated, for completed work accepted by the Government and the amount agreed upon by the Contractor and the Contracting Officer for (1) completed work for which no separate price is stated, (2) partially completed work, (3) other property described above which is accepted by the Government, and (4) the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly, failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The right and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

6. INSPECTION OF SERVICES

(a) All services (which term throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the Government, to the extent practicable at all times and places during the term of the contract. All inspections by the Government shall be made in such a manner as not to unduly delay the work.

(b) If any services performed hereunder are not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Government shall have the right to (i) require the Contractor to immediately take all necessary steps to insure future performance of the services in conformity with the requirements of the contract; and (ii) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails promptly to perform the services again or to take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government shall have the right to either (1) by contract or otherwise have the services performed in conformity with the contract requirements and charge to the Contractor any cost occasioned to the Government that is directly related to the performance of such services; or (ii) terminate this contract for default as provided in the clause of this contract entitled "Default."

(c) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services to be performed hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the term of this contract and for such longer period as may be specified elsewhere in this contract.

7. INSURANCE

(a) The Contractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 1–10.5 of the Federal Procurement Regulation as of the date of execution of this contract, and such insurance as the Contracting Officer prescribes by written direction.

(b) At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy state law.

(2) Employer's liability insurance, where available.

(3) Automobile liability and general liability insurance, on the comprehensive form of policy, in the amount of $200,000 per claimant and $500,000 per incident.

(c) The terms of any other insurance policy held by Contractor shall be submitted to the Contracting Officer for review and/or approval upon request of the Contracting Officer.

(d) The Contractor shall promptly furnish the Contracting Officer written notice of serious injury to or death of any third person, or any damage estimated to exceed $1,000, to the property of any third person arising out of or in connection with the performance of this contract.

8. NOTICE TO THE GOVERNMENT OF DELAYS

(a) Whenever the Contractor has knowledge that any actual or potential situation or labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a situation or labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential situation or labor dispute, the subcontractor shall immediately notify its next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

9. PAYMENTS

(a) The Contractor shall be paid, upon submission of proper invoices or vouchers, the price stipulated herein for services rendered in accordance with this contract or for supplies delivered and accepted, less deductions, if any, as herein provided. Unless, otherwise specified, payment will be for any portion of services rendered or supplies accepted for which a price is separately stated in the contract.

(b) In connection with any discount offered, time will be computed from the date of completion of performance of the services or from the date correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of completion of performance. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. INTEREST

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit

under the Internal Revenue Code) shall bear interest at the rate of 6 percent per annum from the date due until paid. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract; (ii) the date of the first written demand for payment, consistent with this contract, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

11. PAYMENT OF INTEREST OF CONTRACTOR'S CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the "Disputes" clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction.

12. AUDIT

(a) For purposes of verifying that certified cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000, was accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(b) The Contractor agrees to insert this clause, including this paragraph (b), in all subcontracts hereunder which when entered into exceed $100,000, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved as the contracting and certifying party; to add "of the Government prime contract" after "Contracting Officer;" and to add, at the end of (a) above, the words, "provided that, in the case of any contract change or modification, such change or modification results from a change or other modification to the Government prime contract." In each such excepted subcontract hereunder which when entered into exceeds $100,000, the Contractor shall insert the following clause:

AUDIT-PRICE ADJUSTMENTS

(a) This clause shall become operative only with respect to any change or other modification of this contract which involves a price adjustment in excess of $100,000 unless the price adjustment is based on adequate price competition established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation: *Provided*, That such change or other modification to this contract results from a change or other modification to the Government prime contract.

(b) For purposes of verifying that certified cost or pricing data submitted in conjunction with such a contract change or modification was accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The subcontractor agrees to insert this clause, including this paragraph (c), in all subcontracts hereunder which when entered into exceed $100,000.

13. FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and—

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: *Provided*, That the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over $100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

14. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including shall business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c) above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

15. COST ACCOUNTING STANDARDS

(The following clause shall be applicable if this contract exceeds $100,000.)

(a) Unless the Cost Accounting Standards Board has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Public Law 91-379, August 15, 1970), the Contractor, in connection with this contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has marked the Disclosure Statement to indicate that it contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will be protected and will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices is made for the purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a) (4) or (5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (A) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a Disclosure Statement change which the Contractor is required to make pursuant to (3), above. If the Contractor has not been required to file a Disclosure Statement but is required pursuant to (a) (3), above, to change an established practice, then an equitable adjustment shall similarly be agreed to.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which any Disclosure Statement change other than changes under (4) (A), above, may be made. A change to a Disclosure Statement may be proposed by either the Government or the Contractor; *Provided, however,* That no agreement may be made under this provision that will increase costs paid by the United States under this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a) (1) and (a) (2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, the Cost Accounting Standards Board, or the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of $100,000 where the price negotiated is not based on:

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Prices set by law or regulation.

(NOTE—Subcontractors shall be required to submit their disclosure statements to the Contractor. However, if a subcontractor has previously submitted his disclosure statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such statement and the address of the Contracting Officer.

In any case where a subcontractor determines that the disclosure statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's disclosure statement to the same Government offices to which the Contractor was required to make submission of his disclosure statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a) (5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar idemnification to be submitted by his subcontractors.)

(e) The terms defined in § 331.2 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.2) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing: (1) The solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

16. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.)

(a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Contractor, or any subcontractor pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data—Price Adjustments," or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's certificate of current cost or pricing data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(NOTE.—Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

17. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with Part 1-15 of the Federal procurement regulations as in effect as of the date of this contract.

18. SUBCONTRACTOR COST AND PRICING DATA

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.)

(a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, change or other modification, the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000 or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the

Prime Contractor in the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000 unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

19. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

20. UTILIZATION OF SMALL BUSINESS CONCERNS

(The following clause is applicable if this contract exceeds $5,000.)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for the supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

21. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds $5,000.)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

22. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The following clause is applicable if the amount of this contract is in excess of $5,000 except (1) contracts which, including all subcontracts hereunder, are to be performed entirely outside the United States, its possessions, and Puerto Rico and (2) contracts for services which are personal in nature.

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American Orientals, American Indians, American Eskimos, and American Aleuts. Contractors may rely, on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

23. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective-bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with

procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

24. LISTING OF EMPLOYMENT OPENINGS

(This clause is applicable pursuant to 41 CFR Part 50–250 if this contract is for $10,000 or more and will generate 400 or more man-days of employment.)

(a) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve only the normal obligations which attach to the placing of a bona fide job order but does not require the hiring of any job applicant referred by the employment service system.

(c) The periodic reports required by paragraph (a) of this clause, shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of one (1) year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by this contract clause.

(e) This clause does not apply (1) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands, and (2) to contracts with State and local governments.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $18,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and the representatives of his employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(4) "Man-day of employment" means any day during which an employee performs more than 1 hour of work.

(h) The Contractor agrees to place this clause (excluding this paragraph (h)) in any subcontract directly under this contract.

25. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

26. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 327–333)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

27. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

28. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S.C. 10a–d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(1) "Components" mean those articles, materials, and supplies which are directly incorporated in the end products;

(2) "End products" mean those articles, materials, and supplies which are to be acquired under this contract for public use; and

(3) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a)(3)(B), components of foreign origin of the same type or kind as the products referred to in (b)(2) or (3) of this clause shall

be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(1) Which are for use outside the United States;

(2) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(3) As to which the Administrator determines the domestic preference to be inconsistent with the public interest; or

(4) As to which the Administrator determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated Dec. 17, 1954.)

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

30. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

31. GRATUITIES

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Administrator or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or, otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, (to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Administrator or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Administrator or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

32. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract.)

33. RIGHTS IN DATA

(a) *Definitions.* (1) "Technical data," as used in this clause, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer memory printouts; or may be retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. Technical data does not include financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

(2) "Limited rights" means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be (a) released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or procurement or (c) used by a party other than the Government, except for:

(i) Emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work: *Provided,* That the release or disclosure thereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or

(ii) Release to a foreign government, as the interest of the United States may require, for emergency repair or overhaul work by or for such government under the conditions of (i) above.

(3) "Unlimited rights" means rights to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) *Government rights.* (1) The Government shall have unlimited rights in:

(i) Technical data resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract;

(ii) Technical data necessary to enable manufacture of end-items, components and modifications, or to enable the performance of processes, when the end-items, components, modifications or processes have been, or are being, developed under this or any other Government contract or subcontract in which experimental, developmental or research work is, or was specified as an element of contract performance.

(iii) Technical data prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished data;

(iv) Technical data pertaining to end-items, components or processes, prepared or required to be delivered under this or any other Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);

(v) Manuals or instructional materials prepared or required to be delivered under this contract or any subcontract hereunder for installation, operation, maintenance or training purposes;

(vi) Technical data which is in the public domain, or has been or is normally furnished without restriction by the contractor or subcontractor; and

(vii) Technical data listed or described in an agreement incorporated into the Schedule of this contract, which the parties have predetermined, on the basis of subparagraphs (i) through (vi) above, and agreed will be furnished with unlimited rights.

(2) The Government shall have limited rights in technical data, listed or described in an agreement incorporated into the Schedule of this contract, which the parties have agreed will be furnished with limited rights provided that such piece of data to which limited rights are to be asserted is marked with the following legend in which is inserted the number of the prime contract under which the technical data is to be delivered and the name of the contractor or subcontractor by whom the technical data was generated:

This technical data, furnished under United States Government Contract No. ----------, shall not, without the written permission of ----------, be either (a) used, released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or procurement or (c) used by a party other than the Government, except for: (i) Emergency repair or overhaul work only, by or for the Government where the item or process concerned is not otherwise reasonably available to enable timely performance of the work: *Provided,* That the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure; or (ii) release to a foreign government, as the interest of the United States may require, for emergency repair or overhaul work by or for such government under the conditions of (i) above. This legend shall be marked on any reproduction hereof in whole or in part.

No legend shall be marked on, nor shall any limitation on rights of use be asserted as to, any data which the Contractor has previously delivered to the Government without restriction. The limited rights provided for by this paragraph (b)(2) shall not impair the right of the Government to use similar or identical data if such data is or becomes a part of the public domain or public knowledge by publication or otherwise, or is acquired by the Government from other sources, without restrictions. In preparation of the final report (if required under the contract), any and all technical data in which the Government has limited rights as set forth in (b)(2) above, shall be submitted under separate cover with the final report and marked with the legend set forth above. However, the final report shall include a complete disclosure of all materials,

processes, and equipment employed in such full, clear, concise, and exact detail, including data such as mathematical, graphic, and written descriptive materials and other means of disclosure appropriate in the circumstances to enable any person skilled in the art to comprehend the results of the work performed under the contract.

(c) *Material covered by copyright.* (1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data now or hereafter covered by copyright.

(2) No copyrighted matter shall be included in technical data furnished hereunder without the written approval of the Contracting Officer unless there has been obtained the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in paragraph (c)(1) above.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) Except for those items set forth in (b)(2) above, the Contractor shall not affix any restrictive markings upon any technical data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate or ignore any such markings.

(e) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) *Right to publish.* The Contractor agrees that he will not publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Project Officer; *Provided, however,* That the Contractor may without the approval of the Project Officer for internal use only, disseminate such information within his own organization.

(g) *Acquisition of data from subcontractors.* (1) Whenever any technical data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in that subcontractor data which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier Contractor. However, when there is a requirement in the prime contract, or in any deferred order, for data which may be supplied with limited rights pursuant to (b)(2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in data from their subcontractors for themselves.

34. DATA REQUIREMENTS

(a) To the extent that the following data is not elsewhere required to be furnished to the Government under this contract, and is of the type customarily retained in the normal course of business, the Contractor, upon written request of the Contracting Officer at any time during contract performance or within one year after final payment, shall furnish the following:

(1) A set of engineering drawings which will be sufficient to enable the manufacture of items or equipment furnished under this contract (other than components or items of standard commercial design, or items fabricated heretofore) by a firm skilled in the art of manufacturing items or equipment of the general type and character of the items or equipment furnished under this contract or a set of flow sheets and engineering drawings which will be sufficient to enable performance of any process developed with this contract by a firm skilled in the art of practicing processes of the general type and character of such process. Such set or sets of drawings and flow sheets shall be reproducible copies incorporating all changes made in the equipment or process in the form in which it was delivered to the Government.

(2) Any of the following data which is necessary to explain or help Government technical personnel understand any equipment, items, or process developed under the contract and furnished to the Government:

(i) A copy (which shall be a reproducible master if one is so requested) of drawings and other technical data used in or prepared in connection with the development, practice, and testing of any process or processes required under the contract, or with the development, fabrication, and testing of prototype models of equipment or items (other than items of standard commercial design or items fabricated heretofore), if required under the contract.

(ii) A report of all studies made in planning the work, and in developing background research for the work, including citation references to all such background research, and a copy of all compilations, digests, or analyses of such background research compiled in connection with the performance of this contract.

(iii) A copy (which shall be a reproducible master if one is so requested) of design studies, research notes, parameter and tolerance studies, drawings, including Contractor's identification of symbol and markings, specifications, test results, and any other technical information used in any research, development, design, engineering, and testing required in the performance of this contract, including test equipment and related items, together with any information as to safety precautions which may be necessary in connection with the manufacture, storage, or use of the equipment, material, or process, if any, in the event that equipment, material, or process is the subject of research under this contract.

The Contractor shall not be required to furnish any background data which may be described in (ii) and (iii) above unless such data is essential and closely related to the contract work.

(b) All reports, data, and recorded information which are required to be furnished by the Contractor under this provision, as well as all other reports of a technical nature required to be furnished under this contract, are "Technical Data" within the meaning of the clause of the general provisions of this contract entitled "Rights in Data."

(c) Nothing contained in this "Data Requirements" clause shall require the Contractor to deliver data previously developed by parties other than the Contractor, independently of this contract and acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to disclose the name. Unless otherwise directed by the Contracting Officer, if any of the data requested is in the public domain or copyrighted, it will be sufficient for the Contractor to identify the data and furnish a citation as to where it may be found.

(d) Any reproducible copies requested under this "Data Requirements" clause shall be of a type and prepared in accordance with good commercial practice.

(e) In the event the Contracting Officer requests the delivery of data by the Contractor, as contemplated by (a) above, prior to final payment, such request shall be treated as a change under the clause of this contract entitled "Changes" and an equitable adjustment in the price, if this is a fixed-price contract, or estimated cost and any fixed fee, if this is a cost-type contract, shall be made to cover the cost of preparing drawings called for in (a)(1) above, and of collecting, preparing, editing, duplicating, assembling, and shipping the data requested under (a) above, but only to the extent that the Contractor warrants that such costs were not included in the price (or estimated cost and fixed fee) of the contract. The Contrctor shall comply with requests of the Contracting Officer made under (a) above, within 1 year following final payment, provided that suitable provision is made for reimbursement of the additional costs of complying with such request, together with a reasonable fee or profit thereon, such additional costs being limited to the costs set forth above, and warranted to have been excluded from the price (or estimated cost and fixed fee) of the contract. Any adjustment or payment under this paragraph (e) shall not include any amount for the value of the data, as distinguished from the costs set forth above.

35. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

36. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to do so and damages any such buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the Government as directed by the Contracting Officer. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

37. INDEMNIFICATION FOR GOVERNMENT LIABILITY TO THIRD PERSONS

Notwithstanding any other provision of this contract, Contractor agrees to hold the

Government harmless from and indemnify the Government for the total amount of any judgment, compromise, or settlement based on the death of, injury to, or damage to the property of any third person if such death, injury or property damage arose out of or in connection with the performance of this contract, regardless of whether any negligent or wrongful act of the Government, its officers, employees, or agents caused, in whole or in part, such death, injury or property damage.

38. SERVICE CONTRACT ACT OF 1965 (REV. DEC. 1968)

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351–357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Division, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended ($1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Division, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 ($1.60 per hour).

However, in cases where section 6(c)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in § 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.
Public Health Service, U.S. Department of Health, Education, and Welfare.
Bureau of Mines, U.S. Department of the Interior.
American National Standards Institute, Incorporated (U.S. of America Standards Institute).
National Fire Protection Association.
American Society of Mechanical Engineers.
American Society for Testing and Materials.
American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the Office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW., Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, Pa. 19107 (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Midwestern Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 35017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Division, U.S. Department of labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Division, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semiskilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States or District of Columbia for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35–34);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to a Federal agency by an individual or individuals;

(7) Any contract with the Post Office Department, the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any U.S. base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) (i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contract Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts authorizing appropriate rates of minimum wages (but without cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than $20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 521: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.

[FR Doc.72-20561 Filed 11-30-72;8:52 am]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Parts 2, 89]

[Docket No. 19643; FCC 72-1040]

FREQUENCY ALLOCATION AND PUBLIC SAFETY RADIO SERVICES

Hospital Paging Systems and Marine Navigation Systems; Proposed Allocations

In the matter of amendment of Parts 2 and 89 to allocate 157.450 MHz to the Special Emergency Radio Service for medical paging systems in hospitals, Docket No. 19643.

Petition of General Systems Development Corp., for allocation of the frequency 157.450 MHz to the Business Radio Service for marine navigation system use, RM-1884.

1. Notice is hereby given of proposed rule making in the above-entitled matter.

2. One of the rapidly growing uses of land-mobile frequencies utilizes the transmission of a series of audio tones to alert personnel carrying pocket-size receivers. The messages may be merely an alerting call (tone-only page) or a tone selection signal followed by a voice message (tone-select, voice-page). The use of these devices has developed on land-mobile two-way frequencies and, due to the nature of paging requirements, these systems often create conflicts with two-way systems and result in complaints of destructive and annoying interference. In the Business Radio Service, for example, numerous interference problems and conflicts led to the designation of a number of frequencies exclusively for radio paging. The use of these paging-only channels markedly alleviated these difficulties.

3. For the past several years, we have also been receiving complaints of interference from paging systems to two-way systems in the Special Emergency Radio Service. Although attempts have been made to resolve these problems on a case-by-case basis, this approach to the problem has not been successful. As a result, during the past year the Commission has received several requests from individual hospitals and from the American Hospital Association for the allocation of a frequency solely for hospital paging communications. We have also received a petition from the Northern California Chapter of the Associated Public Safety Communications Officers (NCAPCO). NCAPCO's petition, filed on October 24, 1972, discusses the increasing need for communications of the health care services in general, the interference problems resulting from operations of paging and two-way systems on the same frequencies, and recommends adoption of rules which would provide for authorizing paging and two-way systems on different frequencies.

4. We recently allocated four channels in the 35 and 43 MHz bands for one-way paging in the Special Emergency Radio Service first report and order in Docket No. 19327 adopted June 14, 1972, FCC 72-508. While use of these frequencies should provide the capability of relieving interference on low VHF frequencies, we believe that an allocation somewhere near 150 MHz is required to correct the widespread interference problem between paging and two-way on 150 MHz frequencies and at the same time permit use of same-band equipment. We propose, therefore, to allocate 157.450 MHz to the Special Emergency Radio Service to meet hospital paging requirements for one-way paging.

5. The frequency 157.450 MHz is a bandedge (splinter) channel and is one of only two 150 MHz frequencies still unallocated for regular operations.[1] The frequency provides a 25 kHz channel between the Automobile Emergency Service and the Maritime Mobile Service allocations and is suitable for the paging activity. It is presently being sparsely used in the Land Transportation and Public Safety Radio Services under 1-year developmental authorizations, almost entirely for railroad operations. The frequency is also being utilized by the General Systems Development Corp. (GSD) under an Experimental (Developmental) authorization. GSD is obtaining data in connection with a marine radionavigation system it is developing, and it has petitioned (RM-1884) for rule making to allocate the frequency 157.450 MHz to the Business Radio Service for use as a data link in its system. GSD wants this specific allocation in order to provide a channel near the Maritime Mobile Service frequencies which affords the same equipment capabilities for both voice and "radio-aid-to-navigation" service. It is clear, however, that it will be a considerable period of time before the merits of GSD's system can be evaluated and the extent of the requirements for it ascertained. On the other hand, we are well aware that there is an immediate need for a frequency in

[1] The other bandedge frequency is 159.480 MHz, but this frequency provides only a 15 kHz channel.

this frequency range to meet the fast growing requirement for paging in hospitals and to ameliorate the severe interference problems rising out of the use of the same frequencies for paging and for two-way communications in the Special Emergency Radio Service. Finally, although we realize that the petitioner relies heavily on the allocation of this frequency for the development of its proposed system, our action here need not necessarily preclude it. The GSD system need not necessarily be tied exclusively to this frequency; so that when its merits and the requirements for its use are fully evaluated, other frequency possibilities in nearby frequency bands can be explored, assuming a case therefor can be made.

6. The proposed allocation of 157.450 MHz to the Special Emergency Radio Service requires that consideration be given to the possibility of adjacent channel interference. To minimize such interference, to permit duplication of use of this frequency to the maximum extent, and consistent with the power needs for hospital paging operations, we are proposing to limit the maximum effective radiated power (ERP) to 30 watts. Thirty watts ERP should accommodate most hospital needs for coverage over the hospital grounds. Accordingly, new hospital paging systems will be required to operate on a paging frequency effective with the availability of this 150 MHz channel. Existing systems, of course, will be permitted to continue operation, provided they do not cause harmful interference to two-way radiotelephone systems of other licensees sharing the same frequency in which case they will be expected to change over to the new frequency. However, wide area hospital-to-doctor paging systems should not expect to utilize the frequency 157.450MHz as limited to 30 watts ERP. Therefore, these higher power systems that cause interference to two-way systems will be required to change to one of the exclusive one-way paging frequencies available in the Business Radio Service. Alternatively, high or low power systems could elect to change to one of the lower band frequencies (35.64, 35.68, 43.64, and 43.68 MHz) available for one-way paging in the Special Emergency Radio Service.

7. Although we are proposing to allocate the frequency 157.450 MHz in the Special Emergency Radio Service primarily as a means of alleviating the problem of interference from paging to two-way systems, we want to explore other possibilities for dealing with it. Therefore, we invite comments on possible alternative methods, such as:

(a) Reduction of authorized power and/or antenna height of hospital paging systems so as to limit the effective radiated power to the minimum required for effective coverage of the hospital buildings and nearby grounds (possibly 5 watts input into a ground plan antenna in the basement in lieu of 30 watts into an antenna on top of a building);

(b) Require paging operators to monitor continually the channel before transmitting, in order to minimize interference to on-going communications of other licensees;

(c) Shift either the paging or the two-way system to a lesser congested channel when a serious interference situation develops; and,

(d) Investigate the possibility of using 150 MHz tertiary frequencies for low-power in-hospital paging, without the mandatory geographical separation from adjacent channel operations as now required by the Rules.

Finally, we want to explore another matter. Since the frequency 157.450 MHz is one of the few narrow band edges remaining unallocated in the 150–160 MHz band, we invite comments on whether this frequency should be allocated to accommodate other, possibly more pressing needs.

8. In accordance with the foregoing: *It is ordered*, That the petition, RM–1884, submitted by General Systems Development Corp., is denied in part, but final action thereon is deferred until further notice. *It is further ordered*, That notice of proposed rule making is given to amend Parts 2 and 89 of the Commission's rules to allocate the frequency 157.450 MHz to the Special Emergency Radio Service for hospital medical paging.

9. The proposed amendments are issued pursuant to the authority contained in sections 4(i) and 303(r) of the Communications Act of 1934, amended.

10. Pursuant to applicable procedures set forth in § 1.415 of the Commission's rules, interested persons may file comments on or before February 8, 1973, and reply comments on or before February 23, 1973. All relevant and timely comments and reply comments will be considered by the Commission before final action is taken in this proceeding. In reaching its decision in this proceeding, the Commission may also take into account other relevant information before it, in addition to the specific comments invited by the notice.

11. In accordance with the provisions of § 1.419 of the Commission's rules, an original and 14 copies of all statements, briefs, or comments filed shall be furnished the Commission. Responses will be available for public inspection during regular business hours in the Commission's Public Reference Room at its main offices in Washington, D.C.

Adopted: November 22, 1972.

Released: November 29, 1972.

FEDERAL COMMUNICATIONS COMMISSION,[2]
[SEAL] BEN F. WAPLE,
Secretary.

[FR Doc.72-20679 Filed 11-30-72;8:52 am]

[2] Commissioner Johnson concurring in the result.

FEDERAL RESERVE SYSTEM

[12 CFR Part 220]

[Reg. T]

CREDIT BY BROKERS AND DEALERS

Time Allowed for Payment Against Delivery Cash Transactions

The Board of Governors proposes to amend Part 220 in order to shorten the time allowed for payment against delivery cash transactions from 35 days to 15 days. Section 220.4(c) of Part 220, Credit by Brokers and Dealers, would be amended as set forth below:

§ 220.4 Special accounts.

* * * * *

(c) *Special cash account.* * * *

(5) If the creditor, acting in good faith in accordance with subparagraph (1) of this paragraph, purchases a security for a customer, or sells a security to a customer, with the understanding that he is to deliver the security promptly to the customer, and the full cash payment to be made promptly by the customer is to be made against such delivery, the creditor may at his option treat the transaction as one to which the period applicable under subparagraph (2) of this paragraph is not the 7 days therein specified but 15 days after the date of such purchase or sale.

* * * * *

(7) The 7-day periods specified in this paragraph refer to 7 full business days. The 15-day period and the 90-day period specified in this paragraph refer to calendar days, but if the last day of any such period is a Saturday, Sunday, or holiday, such period shall be considered to end on the next full business day. For the purposes of this paragraph, a creditor may, at his option, disregard any sum due by the customer not exceeding $100.

* * * * *

The purpose of the proposed changes in Regulation T is to indicate to participants in securities transactions which are to be consummated by payment against delivery that 15 calendar days instead of the present 35 calendar days is sufficient time in which to effect settlement, absent exceptional circumstances.

The Board is affording interested persons an opportunity to submit relevant data, views, or arguments concerning the proposed amendment. Any such material should be submitted in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than December 22, 1972. Such material will be made available for inspection and copying upon request, except as provided in § 261.6(a) of the Board's Rules Regarding Availability of Information.

This notice is published pursuant to section 553(b) of Title 5, U.S.C., and § 262.2(a) of the Rules of Procedure of the Board of Governors of the Federal Reserve System (12 CFR 262.2(a)).

By order of the Board of Governors, November 20, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20697 Filed 11-30-72;8:54 am]

[12 CFR Part 220]

[Reg. T]

CREDIT BY BROKERS AND DEALERS

Ninety-Day Restriction in Special Cash Account

The Board of Governors proposes to amend Part 220 (Regulation T) by making a minor change in language within subsection (8) of Section 220.4(c) to clarify that the computation of the 90-day freeze begins with the trade date of the sale of a security with respect to which the customer has not previously paid for the cost of the purchase within the allotted 7 business days, rather than with the trade date of such purchase. This change would be accomplished by shifting the prepositional phrase "during the preceding 90 days" in the first sentence of subsection (8) from within the body to the end of the portion of the sentence preceding the proviso.

The text of the proposed amendment reads as follows:

§ 220.4 Special accounts.

* * * * *

(c) *Special cash account.* * * *

(8) Unless funds sufficient for the purpose are already in the account, no security other than an exempted security shall be purchased for, or sold to, any customer in a special cash account with the creditor if any security other than an exempted security has been purchased by such customer in such an account, and then, for any reason whatever, without having been previously paid for in full by the customer, the security has been sold in the account or delivered out to any broker or dealer during the preceding 90 days: *Provided*, That an appropriate committee of a national securities exchange or a national securities association, on application of the creditor, may authorize the creditor to disregard for the purposes of this subparagraph any given instance of the type therein described if the committee is satisfied that both creditor and customer are acting in good faith and that circumstances warrant such authorization. For the purposes of this subparagraph, the cancellation of a transaction, otherwise than to correct an error, shall be deemed to constitute a sale. The creditor may disregard for the purposes of this subparagraph a sale without prior payment provided full cash payment is received within the period described by subparagraph (2) of this paragraph and the customer has not withdrawn the proceeds of sale on or before the day on which such payment (and also final payment of any check received in that connection) is received. The creditor may so disregard a delivery of a security to another broker or dealer provided such delivery was for deposit into a special cash account which the latter broker or dealer maintains for the same customer and in which account there are already sufficient funds to pay for the security so purchased; and for the purpose of determining in that connection the status of a customer's account at another broker or dealer, a creditor may rely upon a written statement which he accepts in good faith from such other broker or dealer.

To aid in the consideration by the Board of this proposed amendment, interested persons are invited to submit relevant data, views, or arguments in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than December 22, 1972. Such material will be made available for inspection and copying upon request, except as provided in § 261.1(a) of the Board's Rules Regarding Availability of Information.

By order of the Board of Governors, November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20593 Filed 11-30-72;8:45 am]

FEDERAL TRADE COMMISSION

[16 CFR Part 255]

ENDORSEMENTS AND TESTIMONIALS IN ADVERTISING

Proposed Guides Concerning Use; Notice of Opportunity To Present Written Views, Suggestions, Objections or Pertinent Information

Proposed Guides Concerning Use of Endorsements and Testimonials in Advertising are hereinafter set forth and are today made public by the Commission for consideration by affected and other interested parties pursuant to the Federal Trade Commission Act, as amended, 15 U.S.C., secs. 41–58, and the provisions of Part 1, Subpart A, of the Commission's procedures and rules of practice, 16 CFR 1.5, 1.6.

Opportunity is hereby extended by the Federal Trade Commission to any and all persons, firms, corporations, organizations or other parties affected by or having an interest in the proposed Guides Concerning Use of Endorsements and Testimonials in Advertising, to present to the Commission their views concerning the Guides, including such pertinent information, suggestions, or objections as they may desire to submit. For this purpose copies of the proposed Guides which are advisory in nature as to the applicability of legal requirements, may be obtained upon request to the Commission. Data, views, information, objections and suggestions may be submitted by letter, memorandum, brief, or other written communication not later than March 1, 1973, to the Assistant Director for National Advertising, Bureau of Consumer Protection, Federal Trade Commission, Indiana Building, 633 Indiana Avenue NW., Washington, DC 20580. Written comments received in the proceeding will be available for examination by interested parties at the Federal Trade Commission's main building, Room 130, Office of Legal and Public Records, Pennsylvania Avenue and Sixth Street NW., Washington, DC, and will be fully considered by the Commission.

Text of the proposed Guides follows:

NOTE: *These Guides have not been approved by The Federal Trade Commission.* They are proposed Guides which are made available to all interested or affected parties for their consideration and for submission of such views, suggestions, objections or other pertinent information as they may care to present, due consideration to which will be given by the Commission before proceeding to final action on the proposed Guides.

These Guides if and when finally approved and adopted by the Commission, will be designed to assist businessmen and others in conforming their endorsement and testimonial advertising practices to the requirements of section 5 of the Federal Trade Commission Act. Experience has justified the Commission's belief that the more knowledge businessmen have respecting the laws it administers the more likelihood there is that they will conduct their business in accordance therewith and thereby provide attendant benefits to the consumer.

While Guides are interpretive of laws administered by the Commission and thus are advisory in nature, proceedings to enforce the requirements of law as explained in the Guides may be brought under the Federal Trade Commission Act (15 U.S.C. secs. 41–58). Briefly stated, the Federal Trade Commission Act makes it illegal for one to engage in "unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce".

PART 255—PROPOSED GUIDES CONCERNING USE OF ENDORSEMENTS AND TESTIMONIALS IN ADVERTISING

Sec.
255.0 Definitions.
255.1 Qualifications of an expert.
255.2 Endorsers expertise.
255.3 Disclosures of material facts.
255.4 Consumer endorsements.
255.5 Endorsements by organizations.
255.6 Endorsements directed to children.

AUTHORITY: The provisions of this Part 255 issued under 38 Stat. 717, as amended; 15 U.S.C. 41–58.

§ 255.0 Definitions.

(a) The Commission recognizes that there are definitional and functional differences between "endorsements" and

"testimonials." However, the Commission intends to treat the two identically in the context of its enforcement of the Federal Trade Commission Act and for purposes of this part. Therefore, the term "endorsements" is generally used hereinafter to cover both terms and situations.

(b) For purposes of this part, an endorsement or testimonial will be taken to include any message in advertising that conveys to the consumer views favorable to the product or service advertised and which the consumer may attribute to someone other than the party identified as the sponsoring advertiser. Such views may be those of an individual, group or institution.

§ 255.1 Qualifications of an expert.

If an ad represents that the endorser, by reason of experience or training, is superior to others in making the judgments expressed in the endorsement message, the endorser's actual qualifications must, in fact, have given him that superiority or advantage that is represented.

Example 1. An endorsement of a particular automobile by one described as an "engineer" implies that the endorser's professional training and experience has been such that he is well acquainted with the design and performance of automobiles. If such an endorser has been primarily concerned with, for example, chemical engineering, the endorsement as offered may be deceptive.

Example 2. In a "slice of life" commercial where an actor or actress is portrayed as someone who might have special experience or training, the performer need not have such experience or training in order to play the dramatic role.

§ 255.2 Endorsers expertise.

An endorsement by an expert or authority must be based on an actual exercise of the expertise the endorser is represented to possess. Furthermore, the extent of any study upon which the endorsement is based must at least conform with what consumers are led by the advertisement to expect.

Example. An advertisement states that a commercial "home cleaning service" has chosen a particular brand of cleanser for use in its business. The statement should be based on a judgment by the cleaning service that the relative merits of that brand make it superior to like brands with which it competes. It is not sufficient that the decision of the service to use the product (and endorse it) is based on compensation alone. Furthermore, to the extent that the advertisement mentions certain merits or advantages of the cleanser advertised, the decision of the service to use the cleanser should have been based on its finding that the cleanser is superior to others in those respects.

§ 255.3 Disclosures of material facts.

When there exists a connection between the endorser and the seller of the product advertised, and when that connection is a material fact in the context of the advertisement, such connection should be fully disclosed.

Example 1. A drug company commissions research on its product by a well-known research organization. The test design is under the control of the drug company, and it fully pays all expenses of the research project. A subsequent advertisement by the drug company hails the research results as the "findings" of the well-known research organization. In the context of the advertisement, even though it is not an "endorsement" in the stricter sense, the role of the seller in securing the "findings" should be revealed.

Example 2. A mattress seller advertises that its product meets the standards of a chiropractic association. In fact, the standards were devised by the association for the sole purpose of their application to this seller's product and in order to reap the monetary compensation offered by the seller. In that case the fact of compensation should be revealed.

Example 3. A film star endorses a particular food product. The endorser's choice is based clearly and solely on points of taste. Even though the compensation paid the endorser is substantial, neither the fact nor the amount of compensation need be revealed.

§ 255.4 Consumer endorsements.

Advertisements employing endorsements by a "typical consumer", i.e., one who has no special expert knowledge beyond normal use of the product, should in relating facts about the endorser's experience with the product also reflect the average and ordinary experience of consumers generally with the product.

Example. An appliance manufacturer prints a statement by a satisfied user to the effect that the product served adequately for over 8 years. Even if it is literally true that a particular customer got 8 years of life out of an appliance, the testimonial is deceptive if the average life of the product is substantially less.

§ 255.5 Endorsements by organizations.

Endorsements by groups or organizations may be required to meet a more stringent standard of truthfulness than endorsements by individuals. The former are usually offered as the judgment of a broader group of people while the latter is offered as the judgment of only one person. Thus, endorsements by organizations may tend to imply that definite standards have been set up and met while those by individuals may be accepted as more of an ad hoc opinion. Also, endorsements by groups may be accepted as reflective of an average, general judgment while those by individuals may be regarded as more singular.[1]

Example. An association of repairmen of automatic dishwashers endorses one brand as "easy to repair". Such a statement by an individual repairman might be taken as his own individual opinion which, though based on experience, may be opposed by another repairman. When made by an association or other group of repairmen, however, the statement may be taken as more broadly representative of a variety of experiences. Therefore, to meet the burdens such messages involve, the advertiser should have in hand such detailed information as is necessary to substantiate the claim.

§ 255.6 Endorsements directed to children.

Endorsements in advertisements addressed to children are of special concern because of the character of the audience. Practices which would not ordinarily be questioned in advertisements addressed to adults might be questioned in such cases.

Example. Many toys have real-life counterparts (cars, stoves, etc.) which the toys may generally resemble but which are not toys or playthings. Individuals who have gained fame dealing with those real-life counterparts may be able to "endorse" the toy in advertisements in some respects but not in others. For example, a racing car driver may be qualified to say that a toy racing car resembles his own car, but he is not qualified in any special respect to otherwise recommend the toy as a plaything. His expertise does not, by virtue of his racing experience, run to those points, and children should not be sold the toy on that kind of basis. The same practice in the case of an adult product and audience may not be violative.

Issued: November 27, 1972.

By direction of the Commission.

[SEAL] CHARLES A. TOBIN, *Secretary.*

[FR Doc.72-20599 Filed 11-30-72;8:46 am]

[1] In certain situations, the Commission may consider naming endorsers as respondents in complaints along with the seller or advertiser. Important considerations in that decision are whether the endorser knew or should have known of the deception, the commercial character of the arrangement between the endorser and the seller, and the nature of the deception involved (e.g., an issue of health or safety, or deception involving children, would be of great concern).

Notices

DEPARTMENT OF STATE

Agency for International Development

HOUSING GUARANTY PROGRAM FOR THE REPUBLIC OF KOREA

Information for Investors

The Agency for International Development (AID) has advised the Korea Housing Corp. (the Borrower), an instrumentality of the Government of the Republic of Korea that, upon execution by an eligible U.S. investor acceptable to AID of an agreement to loan the Borrower an amount not to exceed $10 million, and subject to the satisfaction of certain further terms and conditions by the Borrower, AID will guarantee repayment to the investor of the principal and interest on such loan. The guarantee will be backed by the full faith and credit of the United States of America and will be issued pursuant to authority in section 221 of the Foreign Assistance Act of 1961, as amended (the Act). Proceeds of the loan will be used for the financing of a middle income housing project in Seoul, Korea.

Eligible investors interested in extending a guaranteed loan to the Borrower should communicate promptly with:

Mr. Myung Hyun Sohn, Office of Economic Attache, Korean Embassy, 2320 Massachusetts Avenue NW., Washington, DC 20008.

Subject to AID's approval of the Korea Housing Corp.'s construction schedule, AID's preliminary estimate is that the construction schedule will make possible full disbursement of the $10 million loan, in stages, within approximately 18 months from the date a loan agreement is signed.

Investors eligible to receive a guaranty are those specified in section 238(c) of the Act. They are: (1) U.S. citizens; (2) domestic corporations, partnerships, or associations substantially beneficially owned by U.S. citizens; (3) foreign corporations whose share capital is at least 95 percent owned by U.S. citizens; and (4) foreign partnerships or associations wholly owned by U.S. citizens.

To be eligible for a guaranty, the loan must be repayable in full no later than the 25th anniversary of the final disbursement of the principal amount thereof and the interest rate may be no higher than the maximum rate to be established by AID. AID will charge a guaranty fee equal to one-half of 1 percent per annum on the outstanding guaranteed principal amount of the loan.

Information as to eligibility of investors and other aspects of the A.I.D. housing guaranty program can be obtained from:

Director, Office of Housing, Agency for International Development, Room 508, SA-16, Washington, D.C. 20523.

This notice is not an offer by A.I.D. or by the Borrower. The Borrower and not A.I.D. will select a lender and negotiate the terms of the proposed loan.

DONALD A. GARDNER,
Acting Deputy Director, Office of Housing, Agency for International Development.

NOVEMBER 21, 1972.

[FR Doc.72-20648 Filed 11-30-72;8:50 am]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[Order No. 102 (Rev. 3)]

DIRECTOR, PERSONNEL DIVISION, ET AL.

Delegation of Authority Regarding Labor-Management Relations

1. The authority delegated to the Commissioner of Internal Revenue in Chapter 711, Treasury Personnel Manual, to administer the Labor-Management Relations program is hereby delegated as follows:

(a) The Director, Personnel Division, is authorized:

(1) To act as the Service's representative in dealing with the national headquarters of unions;

(2) To negotiate multi-unit agreements, and agreements covering National Office employees;

(3) To act as final approving official on all local agreements, subject to existing statements of Service policy;

(4) To establish and represent the Service's position on the appropriateness of units, unfair labor practice complaints, standards of conduct cases and other formal proceedings before the Department of Labor, the Federal Labor Relations Council, and the Federal Services Impasses Panel;

(5) To consult, as appropriate, with recognized unions holding national consultation rights with the Service and to consult with the national headquarters of properly recognized unions on Service-wide issues;

(6) To determine whether a dispute arising out of a collective bargaining agreement shall be submitted to arbitration; and

(7) To issue interpretations of multi-unit agreements.

(b) Regional Commissioners (regarding Regional Office employees); District Directors; Service Center Directors; the Director, IRS Data Center; and the Director, National Computer Center are authorized:

(1) To negotiate basic agreements after prior consultation with the Director, Personnel Division, or his designee;

(2) To negotiate local supplemental agreements subject to the terms of any controlling master agreement; and

(3) To consult, as appropriate, regarding local issues.

2. The authority delegated herein may not be redelegated, except that the Director, Personnel Division, may redelegate to the Chief, Union Relations Branch, any or all of the authorities contained in subparagraphs 1.(a)(1) through 1.(a)(7). The officials designated in 1.(b) above may redelegate to their Chief, Personnel Branch, any or all of the authorities contained in subparagraphs 1.(b)(1) through 1.(b)(3).

3. Delegation Order No. 102 (Rev. 2), issued June 8, 1970, is hereby superseded.

Issued: November 24, 1972.

Effective date: December 15, 1972.

[SEAL] JOHNNIE M. WALTERS,
Commissioner of Internal Revenue.

[FR Doc.72-20659 Filed 11-30-72;8:51 am]

DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Service

HUMANELY SLAUGHTERED LIVESTOCK

Identification of Carcasses; Changes in List of Establishments

Pursuant to section 4 of the Act of August 27, 1958 (7 U.S.C. 1904), and the statement of policy thereunder in 9 CFR 391.1, the list (37 F.R. 23853) of establishments which are operated under Federal inspection pursuant to the Federal Meat Inspection Act, as amended (21 U.S.C. 601 et seq.) and which use humane methods of slaughter and incidental handling of livestock is hereby amended as follows:

The reference to swine with respect to Yontz Packing Co., establishment 2939, is deleted. The reference to Harold Meat Co., establishment 9288, and the reference to cattle, sheep, and swine with respect to such establishment are deleted.

The following table lists species at additional establishments and additional species at previously listed establishments that have been reported as being slaughtered and handled humanely.

Name of establishment	Establishment No.	Cattle	Calves	Sheep	Goats	Swine	Equines
Roegelein Provision Co.	32					(*)	
Do.	32A	(*)					
Gooch Packing Co.	61	(*)				(*)	
Armour & Co.	75			(*)			
Riviana Foods, Inc.—Hill's Division.	E83						(*)
Pest Packing Co.	90B	(*)					
Missouri Farmers Association Packing Division.	159	(*)				(*)	
George A. Hormel & Co.	199A	(*)					
Do.	199H	(*)					
Iowa Beef Processors, Inc.	245D	(*)					
John Morrell & Co.	246	(*)				(*)	
Puckett Packing Co.	343	(*)					
Beeville Packing Co.	377	(*)	(*)			(*)	
Oklahoma State University—Meat Laboratory.	526	(*)	(*)	(*)	(*)	(*)	
San Antonio Packing Co.	602	(*)		(*)	(*)		
Caviness Packing Co., Inc.	675	(*)					
K-M Co.	719	(*)					
Sambol Packing Co.	892	(*)					
Potter Sausage Product, Inc.	961					(*)	
Western Beef Packers, Inc.	2267	(*)					
Ben Grantham Meat Packers.	2290	(*)				(*)	
Pony Express Ranch.	2398	(*)	(*)			(*)	
Du Quoin Packing Co.	2599	(*)				(*)	
Pettis County Locker System.	2920	(*)				(*)	
Runyon Frozen Food Service, Inc.	2932	(*)				(*)	
Winter Meat Processing.	2936	(*)	(*)	(*)	(*)	(*)	
West Slaughter House.	2945	(*)				(*)	
Sutterer's Slaughter House.	2946	(*)	(*)	(*)		(*)	
Pemiscot Packing Co.	2948	(*)	(*)		(*)	(*)	
Maxwell Brothers, Inc.	2959	(*)	(*)	(*)	(*)	(*)	
Matthews Slaughter House.	2963					(*)	
Francis Packing Co.	2965	(*)					
Murphys Slaughter.	2972	(*)					
Lebanon Packing Co.	2979	(*)	(*)	(*)		(*)	
Rosser Meat Co.	2980	(*)					
Mirabile Meat Processing.	2982	(*)					
Country Butcher Shop.	2995	(*)	(*)	(*)	(*)	(*)	
Iola Meat Processors, Inc.	5555	(*)				(*)	
Sherman Custom Slaughtering.	5764	(*)				(*)	
Perryville Packing Co., Inc.	5770	(*)	(*)			(*)	
Frigid Food Service.	5776	(*)		(*)		(*)	
Greenhill Slaughter House.	5779	(*)				(*)	
Seston Meat Co.	5791	(*)	(*)		(*)	(*)	
Dale's Packing Co.	5797	(*)					
Mott's Food Lockers—Abattoir.	5821	(*)				(*)	
Hughesville Slaughter Plant.	5826	(*)				(*)	
A. L. Hester Packing Co., Inc.	5832	(*)	(*)		(*)	(*)	
Kreisel Slaughter House.	5834	(*)				(*)	
Dexter Packing Co., Inc.	5845	(*)	(*)		(*)	(*)	
Florence Packing Co., Inc.	E6043						(*)
C. Rice Packing Co., Inc.	6545	(*)					
Yauco Municipal Government.	6678	(*)			(*)	(*)	
Municipal Abattoir.	6684	(*)				(*)	
Penuelas Municipal Abattoir.	6685	(*)			(*)	(*)	
Macelo Municipal De Pounce.	6689	(*)				(*)	
Western Illinois Ice Co.	6924					(*)	
Sixty-six Packing Co.	7023	(*)	(*)	(*)	(*)	(*)	
Kachina Packing Co.	7040	(*)		(*)		(*)	
Heard's Sausage Co.	7088					(*)	
Feliciana Meat Supply.	7128	(*)	(*)	(*)	(*)	(*)	
B & B Packing Co.	7146	(*)				(*)	
Single Tree Farms, Inc.	7203					(*)	
Dealaman Enterprises, Inc.	7562	(*)	(*)	(*)	(*)	(*)	
Slade's Meat Packers, Inc.	8054	(*)				(*)	
Juniata Packing Co.	8560	(*)	(*)	(*)		(*)	
Honsaker Brothers Meat Market.	8632	(*)	(*)	(*)		(*)	
Cloud Packing Co.	8682	(*)				(*)	
Le Duc Packing Co.	8687	(*)		(*)			
Polo Locker System, Inc.	8695	(*)				(*)	
Warner Locker.	8703	(*)				(*)	
Novinger Food Locker.	8707	(*)	(*)	(*)		(*)	
Zero Locker Service, Inc.	8718	(*)					
Golden City Meat Co.	8725	(*)				(*)	
Alma Cooperative Locker Association.	8728	(*)					
Pleasant Hill Meat Co.	8734	(*)	(*)				
Adrian Meats, Inc.	8737	(*)				(*)	
Hamilton Locker.	8748	(*)				(*)	
Wampler Wholesale Meats, Inc.	9065	(*)				(*)	
Springfield Slaughter Plant.	9256	(*)	(*)	(*)	(*)	(*)	
H & M Meat Co.	9280	(*)		(*)		(*)	
Troy Meat Packing Co.	9374	(*)	(*)	(*)		(*)	
Paul L. Stockdale.	9375	(*)				(*)	
J. V. Taylor, Inc.	9400	(*)	(*)	(*)	(*)		
Charles Kvergas.	9422	(*)	(*)			(*)	
Kreisl Co., Inc.	9444	(*)	(*)				
Clyde R. Albertson.	9540	(*)	(*)			(*)	
Nolan Meat Market.	9573	(*)	(*)			(*)	
Rhodes' Meat Market.	9623	(*)				(*)	
Neal Fierro Market.	9674	(*)					
Painter's Meat Products.	9683	(*)	(*)	(*)		(*)	
Howard W. Darling.	9777	(*)	(*)	(*)		(*)	
J & B Meat Plant.	9785	(*)	(*)	(*)		(*)	
Pezzner Brothers.	9808	(*)					
Robzen's, Inc.	9809	(*)					
Hoch's Farms & Markets, Inc.	9810	(*)					
Pennsylvania State University.	9844	(*)	(*)	(*)		(*)	
New establishments reported: 96							
Armour & Co.	100		(*)				
Species added: 1							

Done at Washington, D.C. on November 22, 1972.

FRED J. FULLERTON,
Acting Associate Administrator,
Meat and Poultry Inspection Program.

[FR Doc.72-20588 Filed 11-30-72;8:45 am]

Soil Conservation Service

UPPER SALT CREEK WATERSHED PROJECT, ILL.

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Soil Conservation Service, U.S. Department of Agriculture, has prepared a draft environmental statement for the Upper Salt Creek Watershed Project, Cook, Lake, and Du Page Counties, Ill., USDA-SCS-ES-WS-(ADM)-73-26(D).

The environmental statement concerns a plan for watershed protection, flood prevention, and recreation. The planned works of improvement include conservation land treatment, supplemented by one floodwater retarding-recreation structure, five floodwater retarding structures, 1.8 miles of channel modification, and 261 acres of flood plain preserves.

This draft environmental statement was transmitted to the Council on Environmental Quality on November 24, 1972.

Copies are available for inspection during regular working hours at the following locations:

Soil Conservation Service, USDA, Washington Office, South Agricultural Building, Room 5227, 14th Street and Independence Avenue SW., Washington, DC 20250.

Soil Conservation Service, USDA, Illinois State Office, Post Office Box 678, 200 West Church Street, Champaign, IL 61820.

Copies are also available from the National Technical Information Service, U.S. Department of Commerce, Springfield, Va. 22151.

Upper Salt Creek Watershed Project, Illinois, Notice of Availability of Draft Environmental Statement.

Please use the name and number of statement above when ordering. The estimated cost is $3.50.

Copies of the draft environmental statement have been sent for comment to various Federal, State, and local agencies as outlined in the Council on Environmental Quality Guidelines. Comments are also invited from others having knowledge of or special expertise on environmental impacts.

Comments must be received within 60 days of the date the statement was transmitted to CEQ in order to be considered

in the preparation of the final environmental statement.

EUGENE C. BUIE,
Acting Deputy Administrator for Watersheds, Soil Conservation Service.

NOVEMBER 27, 1972.

[FR Doc.72-20701 Filed 11-30-72;8:54 am]

DEPARTMENT OF COMMERCE

Bureau of International Commerce

[Case No. 438]

DON OKEN AND DODD ELECTRONICS, INC.

Order Denying Export Privileges

In the matter of Don Oken and Dodd Electronics, Inc., 545 Broadway, New York, NY 10012.

By charging letter dated July 17, 1972, the respondents Don Oken and Dodd Electronics, Inc., were charged by the Director, Compliance Division, Office of Export Control with violations of the regulations under the Export Control Act of 1949.[1] The charging letter was duly served and respondents acknowledged receipt thereof. They did not deny or answer the allegations of the charging letter and pursuant to § 388.4 of the Export Control Regulations they were held in default. The Hearing Commissioner held an informal hearing on October 19, 1972, at which evidence in support of the charges was presented on behalf of the Compliance Division.

The charging letter contains 32 charges of violations dealing with exportations from the United States to Austria in 1967. At the commencement of the hearing four charges (7, 15, 26, and 32) were dismissed. The remaining charges are in six sections and respectively allege violations as follows: (1) Four charges for exportations without the required validated export licenses; (2) two charges for exportations to and for Herbert E. Schifter, Vienna, Austria, who, respondents had reason to know, was subject to an order denying United States export privileges; (3) five charges for exportations to and for Austis Warenhandelsgesellschaft and Otto Goldeband (hereinafter) Austis, Vienna, Austria, who, respondents had reason to know, were subject to an order denying United States export privileges; (4) seven charges for exportations to the above mentioned denied parties without the required validated licenses; (5) six charges for false representations in Shipper's Export Declarations that the ultimate consignee was a party other than the denied parties Schifter or Austis; (6) four charges for false representations in SED's that the commodities being exported were not under validated license control to Austria.

The Hearing Commissioner considered the evidence which included invoices to respondent Dodd for the commodities that were exported, Shipper's Export Declarations, air waybills, and copies of documents from the United States District Court for the Eastern District of New York. The Hearing Commissioner submitted to the undersigned a report which summarizes the essential evidence, considers the charges, and which includes findings of fact and conclusions. He also recommended the sanction that should be imposed. After considering the record in the case, I adopt the following findings of fact made by the Hearing Commissioner:

FINDINGS OF FACT

1. The respondent Dodd Electronics, Inc., with a place of business in New York, N.Y., is a wholesaler of electronic tubes and semiconductors with sales in the domestic market and for exportation. The respondent Don Oken is principal stockholder in the company and is its president and manager. He was the individual responsible for the transactions hereinafter described and he acted on behalf of the company.

2. The transactions hereinafter described were several of many transactions in which strategic commodities were exported from the United States on orders placed by Herbert E. Schifter, Austis Warenhandelsgesellschaft (hereinafter Austis) a firm owned and controlled by Otto Goldeband, and Herman Tell, all of Vienna, Austria.

3. Austis and Goldeband have been subject to an order denying all United States export privileges since June 25, 1962. The order against them was published in the FEDERAL REGISTER on July 6, 1962 (27 F.R. 6396). Herbert E. Schifter and his firm Schifter & Co., have been subject to such an order since May 21, 1964. An indefinite denial order, effective as of that date, was issued against them and was published in the FEDERAL REGISTER on May 22, 1964 (29 F.R. 6697). This order was superseded by an order against them dated January 6, 1967, denying all United States export privileges for the duration of export controls which order was published in the FEDERAL REGISTER on January 21, 1967 (32 F.R. 762).

Since the orders against these parties were issued their names have continuously been listed as denied parties in the Table of Denial and Probation Orders issued by the Office of Export Control (Supplement No. 1 to Part 388 of the Export Control Regulations).

4. Under the terms of the above mentioned orders the denied parties, among other things, are prohibited from participating, directly and indirectly, in any transaction involving commodities exported or to be exported from the United States. This prohibition includes receiving, ordering, and buying of such commodities. The said orders also provide that no party, without prior disclosure to and specific authorization from the Bureau of International Commerce, shall, among other things, sell, deliver, or forward to the denied parties, directly or indirectly, commodities exported or to be exported from the United States.

5. The respondents knew that Schifter and Austis were subject to orders denying U.S. export privileges. The respondents knew of the above mentioned restrictions and prohibitions in the denial orders.

6. The denied parties, Autis and Schifter, and the above mentioned Tell, separately, placed a number of orders for strategic commodities through a third party and these orders were transmitted to respondents. The respondents knew that the orders originated with Austis or Schifter or Tell and that they would be the real consignees of the commodities which would be exported under said orders.

7. To fill said orders the respondents procured the strategic commodities from U.S. suppliers and exported them to Austria as hereinafter described to Austis or Schifter or Tell under Shipper's Export Declarations that showed the consignee as a party other than these parties. All of the commodities so exported required validated export licenses for exportation from the United States and this was known to the respondents.

8. On July 26, 1697, the respondents exported by air freight from New York to Vienna, Austria, a signal generator valued at $3,600. The exportation was made without a validated license having been granted or issued by the Department of Commerce.

9. In a second exportation on July 28, 1967, the respondents shipped by airfreight from New York to Vienna, Austria, an oscilloscope valued at $3,150. No validated license was granted or issued by the Department of Commerce for this exportation. The respondents knew that the true consignee of this commodity was the denied party Austis. In the SED for this exportation the respondents falsely stated that the ultimate consignee was a named party other than Austis. The respondents also falsely represented in the SED that the commodity being exported was not under validated license control to Austria.

10. On July 29, 1967, the respondents made two exportations by airfreight from New York to Vienna, Austria in each of which was shipped a signal generator valued at $3,600. No validated license was granted or issued for either of these exportations by the Department of Commerce. The respondents knew that the true consignee of these commodities was the denied party Austis. In the SED for each of these exportations the respondents falsely stated that the ultimate consignee was a named party other than Austis. In the SED they also falsely represented that the commodities being exported were not under validated license control to Austria.

11. On July 20, 1967, the respondents exported by airfreight from New York to

[1] This Act has been succeeded by the Export Administration Act of 1969. Public Law 91-184, 83 Stat. 841, approved December 30, 1969. Section 13(b) of the Act provides: "All outstanding delegations, rules, regulations, orders, licenses, or other forms of administrative action under the Export Control Act of 1949 * * * shall, until amended or revoked, remain in full force and effect, the same as if promulgated under this Act."

Vienna, Austria, an oscilloscope valued at $1,750. The exportation was made without a validated license having been granted or issued by the Department of Commerce. The respondents knew that the true consignee of this commodity was the denied party Schifter. In the SED for this exportation the respondents falsely stated that the ultimate consignee was a named party other than Schifter.

12. On July 21, 1967, the respondents exported by airfreight from New York to Vienna, Austria, two oscilloscopes having a total value of $5,300. The exportation was made without a validated export license having been granted or issued by the Department of Commerce. The respondents knew that the true consignee of these commodities was the denied party Austis. In the SED for this exportation the respondents falsely stated that the ultimate consignee was a named party other than Austis.

13. On August 5, 1967, the respondents exported by air freight from New York to Vienna, Austria, an oscilloscope valued at $1,150. The exportation was made without a validated license having been granted or issued by the Department of Commerce. The respondents knew that the true consignee of this commodity was the denied party Austis. In the SED for this exportation the respondents falsely represented that the ultimate consignee was a named party other than Austis.

14. On November 3, 1967, the respondents exported by air freight from New York to Vienna, Austria, two oscilloscopes having a total value of $2,925. The exportation was made without a validated export license having been granted or issued by the Department of Commerce. The respondents knew that the true consignee of these commodities was the denied party Austis. In the SED for this exportation the respondents falsely stated that the ultimate consignee was a named party other than Austis.

15. On December 20, 1967, the respondents exported by air freight from New York to Vienna, Austria, an oscilloscope valued at $2,800. The exportation was made without a validated export license having been granted or issued by the Department of Commerce. The respondents knew that the true consignee was the denied party Schifter. In the SED for this exportation the respondents falsely stated that the ultimate consignee was a named party other than Schifter.

16. On September 21, 1967, the respondents exported by air freight from New York to Vienna, Austria, two oscilloscopes and a calorimeter having a total value of $4,750. The exportation was made without a validated export license having been granted or issued by the Department of Commerce. In the SED for this exportation the respondents falsely represented that the commodities being exported were not under validated license control to Austria.

17. On December 18, 1967, the respondents exported by air freight from New York to Vienna, Austria, three oscilloscopes having a total value of $6,200. The exportation was made without a validated export license having been granted or issued by the Department of Commerce. In the SED for this exportation the respondents falsely represented that the commodities being exported were not under validated license control to Austria.

18. On September 2, 1971, a Grand Jury convened in the Eastern District of New York, returned a 57-count indictment (71 CR–970) against the respondent Don Oken and another individual. The indictment included a number of charges for violations of the Export Control Regulations during the period July 1965 through March 1968 for illegal exportations to the denied parties Austis and Schifter. On June 2, 1972, the respondent Oken pleaded guilty to 10 counts of the indictment. The counts to which Oken pleaded guilty were for making exportations to Schifter and Austis with knowledge that they were subject to orders denying export privileges and for knowingly making exportations without the required validated export licenses. Oken was fined $10,000 and placed on probation for 5 years.

Based on the foregoing, I have concluded that the respondents violated the U.S. Export Control Regulations as follows: (a) §§ 387.4 and 387.6 on 11 occasions in that they knowingly exported commodities from the United States to Austria without having obtained the required validated export license from the Office of Export Control as required by § 372.1(b) of said regulations; (b) § 387.10 and also published denial orders in that on seven occasions without prior disclosure of the facts to and specific authorization from the Office of Export Control they knowingly sold and delivered U.S.-origin commodities to parties denied the privilege of participating, directly or indirectly, in transactions involving U.S.-origin commodities, whereby said denied parties obtained benefits therefrom; (c) § 387.5 in that on six occasions in Shipper's Export Declarations they knowingly and falsely represented that the ultimate consignee was a named party when in fact it was another, and on four occasions in Shipper's Export Declarations, they knowingly and falsely represented that the commodities listed thereon for export were not under validated license control to Austria whereas in each instance a validated export license was required for export to Austria.

Now, after considering the record in the case and the report and recommendation of the Hearing Commissioner and being of the opinion that his recommendation as to the sanction that should be imposed is fair and just and calculated to achieve effective enforcement of the law: *It is hereby ordered,*

I. All outstanding validated export licenses in which respondents appear or participate in any manner or capacity are hereby revoked and shall be returned forthwith to the Office of Export Control, Department of Commerce for cancellation.

II. Except as qualified in Paragraph IV hereof, the respondents for the period of 5 years are hereby denied all privileges of participating, directly or indirectly, in any manner or capacity, in any transactions involving commodities or technical data exported from the United States in whole or in part, or to be exported, or which are otherwise subject to the Export Control Regulations. Without limitation of the generality of the foregoing, participation prohibited in any such transaction, either in the United States or abroad, shall include participation: (a) As a party or as a representative of a party to any validated export license application; (b) in the preparation or filing of any export license application or reexportation authorization, or document to be submitted therewith; (c) in the obtaining or using of any validated or general export license or other export control documents; (d) in the carrying on of negotiations with respect to, or in the receiving, ordering, buying, selling, delivering, storing, using, or disposing of any commodities or technical data; (e) in the financing, forwarding, transporting, or other servicing of such commodities or technical data.

III. Such denial of export privileges shall extend not only to the respondents, but also to their successors, representatives, agents, and employees, and also to any person, firm, corporation, or other business organization with which they now or hereafter may be related by affiliation, ownership, control, position of responsibility, or other connection in the conduct of trade or services connected therewith.

IV. Eighteen months after the effective date of this order the respondents may apply to have the effective denial of their export privileges held in abeyance while they remain on probation. Such applications as may be filed by said respondents shall be supported by evidence showing their compliance with the terms of this order and they shall make available and permit examination by the Office of Export Control of such of their records as OEC deems necessary to determine whether respondents have complied with this order. Such applications will be considered on their merits and in the light of conditions and policies existing at that time. The respondents' export privileges may be restored under such terms and conditions as appear to be appropriate.

V. During the time when the respondents or other parties within the scope of this order are prohibited from engaging in any activity within the scope of Part II hereof, no person, firm, corporation, partnership, or other business organization, whether in the United States or elsewhere, without prior disclosure to and specific authorization from the Bureau of International Commerce, shall do any of the following acts, directly or indirectly, in any manner or capacity, on behalf of or in any association with the respondents or other parties denied export privileges within the scope of this order, or whereby the respondents or such other parties may obtain any benefit therefrom

or have any interest or participation therein, directly or indirectly: (a) Apply for, obtain, transfer, or use any license, Shipper's Export Declaration, bill of lading, or other export control document relating to any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States, by, to, or for any such respondents or other person denied export privileges within the scope of this order; or (b) order, buy, receive, use, sell, deliver, store, dispose of, forward, transport, finance or otherwise service or participate in any exportation, reexportation, transshipment, or diversion of any commodity or technical data exported or to be exported from the United States.

Dated: November 27, 1972.

This order shall become effective December 1, 1972.

RAUER H. MEYER,
Director, Office of Export Control.

[FR Doc.72-20663 Filed 11-30-72;8:51 am]

Office of Import Programs

HARVARD UNIVERSITY

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892, et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, DC.

Docket No. 73-00054-33-90000. Applicant: Harvard University, Purchasing Department, 75 Mount Auburn Street, Cambridge, MA 02138. Article: Rotating anode X-ray diffraction generator. Manufacturer: Elliott Automation Radar Systems, Ltd., United Kingdom. Intended use of article: The article is intended to be used in the determination of the structure of viruses by X-ray diffraction studies. The article will also be used to train predoctoral and postdoctoral students in the techniques of X-ray diffraction.

Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The foreign article provides a focused spot of minimal size and a rotating target for maximum X-ray power. We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated November 10, 1972, that both of the characteristics described above are pertinent to the applicant's research studies. HEW further advises that it knows of no comparable domestic instrument that provides both of the pertinent characteristics of the article.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

B. BLANKENHEIMER,
Acting Director,
Office of Import Programs.

[FR Doc.72-20664 Filed 11-30-72;8:51 am]

TEMPLE UNIVERSITY SCHOOL OF MEDICINE

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C.

Docket No. 73-00061-33-46040. Applicant: Temple University School of Medicine, Department of Anatomy, 3420 North Broad Street, Philadelphia, PA 19140. Article: Electron microscope, Model JEM 100B with JEM ASID scanning attachment. Manufacturer: JEOL, Ltd., Japan. Intended use of article: The article is intended to be used in a broad range of research programs. Among the research interests of the faculty are the following:

(1) The study of frozen thin sections of fresh-frozen tissue for the localization of diffusible substances by autoradiography at the electron microscope level.

(2) The structural organization of skeletal and cardiac muscle in normal and pathological material from man and various experimental animals.

(3) Position of Na-K-activated ATPase by cytochemistry at the electron microscope level.

(4) The nature of radiation damage in the parotid gland.

Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The foreign article has a specified resolving capability of 3 angstroms. The most closely comparable domestic instrument is the Model EMU-4C electron microscope manufactured by the Foreign Corp. The Model EMU-4C has a specified resolving capability of 5 angstroms. (The lower the numerical rating in terms of angstrom units, the better the resolving capability.) We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated November 10, 1972, that the additional resolving capability of the foreign article is pertinent to the purposes for which the foreign article is intended to be used. We, therefore, find that the Model EMU-4C is not of equivalent scientific value to the foreign article for such purposes as the article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

B. BLANKENHEIMER,
Acting Director,
Office of Import Programs.

[FR Doc.72-20665 Filed 11-30-72;8:51 am]

U.S. DEPARTMENT OF AGRICULTURE; AGRICULTURAL RESEARCH SERVICE

Notice of Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 F.R. 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C.

Docket No. 73-00051-33-46040. Applicant: USDA, ARS, Metabolism & Radiation Research Laboratory, State University Station, Fargo, N. Dak. 58102. Article: Electron microscope, Model 300. Manufacturer: Philips Electronic Instruments, NVD, The Netherlands. Intended use of article: The article is intended to be used for studies on reproduction of insects of economic importance. The studies will include: The metamorphosis of sperm in male and female reproductive tracts; ultrastructural histochemical test and experiments on the nature of reproductive tracts and accessory material; the effects of radiation on gametes and reproductive allied tissues; and the investigation of chromosomes structure in regard to different kinetic types and their resistance and sensitivity to radiation.

Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The foreign article provides a continuous magnification from 200 to 550,000 magnifications, without changing the pole-piece. The most closely comparable domestic instrument is the Model EMU-4C manufactured by the Forgflo Corp. The Model EMU-4C, with its standard pole-piece,

has a specified range from 1,400 to 240,000 magnifications. For survey and scanning, the lower end of this range can be reduced to 200 magnifications or less. But the continued reduction of magnification induces an increasingly greater distortion. The domestic manufacturer suggests in its literature on the Model EMU-4C that for highest quality, low-magnification electron micrographs in the magnification range between 500 and 70,000 magnifications, an optional low-magnification pole-piece should be used. Changing the pole-piece on the Model EMU-4C requires a break in the vacuum of the column. We are advised by the Department of Health, Education, and Welfare (HEW) in its memorandum dated November 10, 1972, that the applicant requires the capability of taking high-quality micrographs at low magnifications in order to achieve the purposes for which the article is intended to be used.

HEW further advises that breaking the vacuum in the column induces the danger of contamination which would very likely lead to the failure of the experiment. Therefore, the capability of moving from 200 to 550,000 magnifications without changing pole-pieces, while at the same time providing high-quality micrographs at low magnifications, is considered to be a pertinent characteristic. For these reasons, we find that the Model EMU-4C is not of equivalent scientific value to the foreign article for such purposes as this article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

B. BLANKENHEIMER,
Acting Director,
Office of Import Programs.

[FR Doc.72-20666 Filed 11-30-72;8:51 am]

Maritime Administration

[Docket No. S-314]

INTERSEAS BULK CARRIERS, INC., ET AL.

Notice of Operating-Differential Subsidy Applications

Notice is hereby given that applications have been filed under the Merchant Marine Act of 1936, as amended, for operating-differential subsidy with respect to bulk cargo carrying service in the U.S. Foreign trade, principally between the United States and the Union of Soviet Socialist Republics, to expire on June 30, 1973 (unless extended only for subsidized voyages in progress on that date). Inasmuch as the below-listed applicants, and/or related persons or firms, employ ships in the domestic, intercoastal, or coastwise service, written permission of the Maritime Administration under section 805(a) of the Merchant Marine Act, 1936, as amended, will be required for each such applicant if its application for operating-differential subsidy is granted.

The following applicants have requested permission involving the domestic, intercoastal, or coastwise services described below:

Name of applicants. Interseas Bulk Carriers, Inc. (Interseas), Intercontinental Carriers, Inc. (Carriers), Ocean Clippers, Inc. (Clippers).

Description of domestic service and vessels. The applicants, Interseas, Carriers, and Clippers, are subsidiaries of Overseas Shipholding Group, Inc. (Shipholding), whose subsidiaries have engaged in domestic coastwise, intercoastal and noncontiguous petroleum trades with tanker vessels, and each applicant has requested written permission for its related companies to continue such operations. Vessels owned by the applicants do not have coastwise privileges; however, the following tanker vessels are owned by related companies, all subsidiaries of Shipholding:

Ship	*Owner*
Overseas Alaska	Intercontinental Bulktank Corp.
Overseas Alice	Do.
Overseas Aleutian	Ocean Transportation Co., Inc.
Overseas Ulla	Do.
Overseas Arctic	Overseas Bulktank Corp.
Overseas Valdez	Do.
Overseas Joyce	Overseas Oil Carriers, Inc.
Overseas Anchorage	Globe Seaways, Inc.
Overseas Vivian	Ocean Tankships Corp.
Alpha Reserve	Sea Tankers, Inc.
Beta Reserve	Do.
Gamma Reserve	Do.

Interested parties may inspect these applications in the Office of the Secretary, Maritime Administration, Department of Commerce Building, 14th and E Streets NW., Washington, D.C. 20235.

Any person, firm, or corporation having any interest (within the meaning of section 805(a)) in any application and desiring to be heard on issues pertinent to section 805(a) or desiring to submit comments or views concerning the application must, by close of business on December 11, 1972, file same with the Maritime Administration, in writing, in triplicate, together with petition for leave to intervene which shall state clearly and concisely the grounds of interest, and the alleged facts relied on for relief.

If no petitions for leave to intervene are received within the specified time or if it is determined that petitions filed do not demonstrate sufficient interest to warrant a hearing, the Maritime Administration will take such action as may be deemed appropriate.

In the event petitions regarding the relevant section 805(a) issues are received from parties with standing to be heard, a hearing has been tentatively scheduled for 10 a.m., December 13, 1972, in Room 4896, Department of Commerce Building, 14th and E Streets NW., Washington, D.C. 20235. The purpose of the hearing will be to receive evidence under section 805(a) relative to whether the proposed operation (a) could result in unfair competition to any person, firm, or corporation operating exclusively in the coastwise or intercoastal services, or (b) would be prejudicial to the objects and policy of the Act.

Dated: November 29, 1972.

By order of the Maritime Administration.

JAMES S. DAWSON, Jr.,
Secretary.

[FR Doc.72-20784 Filed 11-30-72;9:00 am]

Office of the Secretary

[Dept. Organization Order 10-3]

ASSISTANT SECRETARY FOR DOMESTIC AND INTERNATIONAL BUSINESS

Organization and Functions

This order effective November 17, 1972 supersedes the material appearing at 36 F.R. 15175 of September 29, 1970; 36 F.R. 4553, 36 F.R. 4557, and 36 F.R. 4558 all of March 9, 1971; and 36 F.R. 19412 of October 5, 1971.

SECTION 1. *Purpose.* This order prescribes the scope of authority and functions of the Assistant Secretary for Domestic and International Business and establishes the Domestic and International Business Administration.

SEC. 2. *Administrative designation.* The position of Assistant Secretary of Commerce, established by Public Law 80-191 (15 U.S.C. 1505), shall continue to be designated the Assistant Secretary for Domestic and International Business. The Assistant Secretary is appointed by the President by and with the advice and consent of the Senate.

SEC. 3. *Scope of authority.* .01 The Domestic and International Business Administration (DIBA) is hereby established as a primary operating unit of the Department of Commerce.

.02 The Assistant Secretary of Commerce for Domestic and International Business shall be the head of the Domestic and International Business Administration.

.03 The Assistant Secretary for Domestic and International Business shall be assisted by the Deputy Assistant Secretary for Domestic and International Business who shall perform such duties as the Assistant Secretary shall assign, and shall assume the duties of the Assistant Secretary during the latter's absence. In addition, the Assistant Secretary shall be assisted by the following DIBA officials in carrying out his responsibilities:

a. The Deputy Assistant Secretary for International Economic Research and Analysis.

b. The Deputy Assistant Secretary and Director, Bureau of Competitive Assessment and Business Policy.

c. The Deputy Assistant Secretary and Director, Bureau of International Commerce who shall also be the National Export Expansion Coordinator.

d. The Deputy Assistant Secretary and Director, Bureau of Resources and Trade Assistance.

e. The Deputy Assistant Secretary and Director, Bureau of East-West Trade.

f. The Deputy Assistant Secretary and Director, Directorate of Administrative Management.

g. The Deputy Assistant Secretary for Business Development.

h. The Executive Director, National Business Council for Consumer Affairs.

SEC. 4. *Establishment and transfers.* .01 Pursuant to the authority vested in the Secretary of Commerce by law, the Domestic and International Business Administration is established as a primary operating unit of the Department of Commerce and the functions of the Bureau of Domestic Commerce (BDC), the Bureau of International Commerce (BIC), the Office of Textiles, the Office of Import Programs, and the National Business Council for Consumer Affairs Staff, together with their personnel, funds, records and property as arranged by the Assistant Secretary for Administration consistent with the transfers made herein are transferred to DIBA.

.02 The Bureau of International Commerce, the Bureau of Competitive Assessment and Business Policy (formerly BDC), the Bureau of Resources and Trade Assistance, the Bureau of East-West Trade, and the Directorate of Administrative Management shall be the main line components of DIBA and shall be headed by Deputy Assistant Secretaries who shall be Directors and who shall report and be responsible to the Assistant Secretary, DIB.

.03 In addition to the main line components provided in paragraph .02 of this section, DIBA shall be comprised of such other organizational components as may be specified in Department Organization Order 40–1, "Domestic and International Business Administration," issued by the Assistant Secretary, DIB, subject to the approval of the Assistant Secretary for Administration in accordance with appropriate Departmental orders.

SEC. 5. *Delegation of authority.* .01 Pursuant to the authority vested in the Secretary of Commerce, and subject to such policies and directives as the Secretary may prescribe, the Assistant Secretary for DIB is hereby delegated the authority of the Secretary of Commerce under:

a. The Act of February 14, 1903 (15 U.S.C. 1512 et seq.; 15 U.S.C. 171 et seq.) as amended, to foster, promote, and develop the foreign and domestic commerce of the United States, and related provisions;

b. Title I of the Defense Production Act of 1950, as amended (50 U.S.C. App. 2061 et seq.), conferred on the Secretary under Executive Order 10480, dated August 14, 1953, as amended, including authority to issue or modify orders restricting surface transportation and discharge of certain commodities or for the prohibition of movement of American carriers to certain designated destinations, which authority has heretofore been implemented by the issuance of Transportation Orders T–1 and T–2;

c. Headnote 2, subpart B, part 6, schedule 6 of the Tariff Schedules of the United States (19 U.S.C. 1202) relating to the development, maintenance, and publication of a list of bona fide motor-vehicle manufacturers, and authority to promulgate rules and regulations pertaining thereto under Section 501(2) of Title V of the Automotive Products Trade Act of 1965 (19 U.S.C. 2031);

d. Parts 9 and 30 of Executive Order 11490 of October 28, 1969, with respect to emergency preparedness functions concerning production and distribution of materials, and use of production facilities;

e. The National Security Act of 1947 (50 U.S.C. 401 et seq.) as amended, as it relates to mobilization preparedness responsibilities assigned thereunder;

f. The Strategic and Critical Materials Stock Piling Act (50 U.S.C. 98–98h), as amended, with respect to the acquisition of stocks of materials for defense purposes;

g. Executive Order 11179 of September 22, 1964, with respect to the establishment and training of the National Defense Executive Reserve;

h. Executive Order 10421 of December 31, 1952, providing for the physical security of facilities important to the national defense;

i. The Foreign Assistance Act of 1961, as amended (22 U.S.C. 2151 et seq.), and section 302 of Executive Order 10973 of November 3, 1961, issued pursuant thereto, relating to drawing the attention of private enterprise to investment opportunities abroad;

j. The delegation of authority, dated June 25, 1962, from the United States Information Agency under section 5(e) of Executive Order 11034 of June 25, 1962, as amended by Executive Order 11380 of November 8, 1967, insofar as said delegation pertains to U.S. participation in trade missions abroad under the Mutual Educational and Cultural Exchange Act of 1961, as amended (22 U.S.C. 2451 et seq.);

k. The Act of October 18, 1962, as amended (46 U.S.C. 1122b), which authorized mobile trade fairs;

l. The China Trade Act of 1922, as amended (15 U.S.C. 141 et seq.);

m. Section 4221 of the Internal Revenue Code of 1954, as amended, and the Tariff Act of 1930, as amended (19 U.S.C. 1309), insofar as they relate to findings with respect to exemptions from taxes and import duties on supplies and equipment for aircraft;

n. Section 402 of the Act of June 30, 1949 (40 U.S.C. 512) as it relates to the authority of the Secretary of Commerce with respect to the importation of foreign excess property, section 601 of the Act of June 30, 1949 (40 U.S.C. 473) relating to the importation into the United States of surplus property sold in foreign areas before July 1, 1949, as delegated to the Secretary of Commerce pursuant to F.L.C. Reg. 8 (44 CFR 308.15);

o. The Educational Scientific and Cultural Materials Importation Act of 1966 (19 U.S.C. 1202);

p. Headnote 6(d) of Schedule 7, Part 2 Subpart E of the Tariff Schedules of the United States (19 U.S.C. 1202), added by Public Law 89–805, pertaining to the allocation of watches and watch movements, among producers located in the Virgin Islands, Guam, and American Samoa, respectively;

q. The Trade Expansion Act of 1962 (19 U.S.C. 1801 et seq.) and Executive Order 11075 of January 15, 1963, as amended by Executive Order 11106 of April 18, 1963, except the authority to certify or revoke adjustment proposals; to permit modifications of adjustment proposals already certified; to certify tax assistance, and revoke such certifications; to make determinations as to the referral of adjustment proposals to other agencies; and to authorize the furnishing of technical and financial assistance pursuant to sections 313 and 314 of the Act;

r. The Export Administration Act of 1969 (50 U.S.C. App. 2401 et seq.), as amended and extended by the Equal Export Opportunity Act (Public Law 92–412), the administration of which was delegated to the Secretary of Commerce by Executive Order 11533 of June 4, 1970 and 11683 of August 29, 1972, except that the following power, authority, and discretion shall be reserved to the Secretary:

(1) The determinations required by section 7(c) with respect to the publication or disclosure of confidential information obtained under the provisions of the Act, and

(2) The submission of reports to the President and to the Congress required by section 10 of the Act;

s. The Trade Fair Act of 1959 (19 U.S.C. 1751–1756) relating to the certification and promotion of domestic trade fairs;

t. The Act of May 27, 1970 (22 U.S.C. 2801 et seq.) relating to participation of the United States in international expositions;

u. Executive Order 10978 of December 5, 1961 regarding the Presidential "E" Award, "E" Certificate of Service, and "E Star" Award, except final selection of recipients;

v. Executive Order 11322 of January 5, 1967 and Executive Order 11419 of July 29, 1968 as relates to exportation from the United States of commodities or products to or on behalf of Southern Rhodesia; and

w. Executive Order 11651 of March 3, 1972 regarding Textile Trade Agreements.

.02 The Assistant Secretary may exercise other authorities of the Secretary as applicable to performing the functions assigned in this order.

.03 The Assistant Secretary may redelegate his authority, subject to such conditions in the exercise of such authority as he may prescribe.

SEC. 6. *Functions.* The Assistant Secretary acting as such and as head of DIBA shall be the principal officer of the Department to conduct Commerce activities aimed at promoting progressive business policies and growth and at strengthening the international economic position of the United States. In this respect he shall:

a. Propose general Federal policies for the Secretary to establish for promoting the business economy;

b. Develop and implement new programs to accomplish national objectives for improving and expanding the economic strength of the United States;

c. Conduct Commerce programs involving: the expansion of exports; the expansion of East-West trade and other commercial relations; promotion of business-consumer relations; competitive assessment; energy programs; important quota administration; export control administration; trade adjustment assistance; the collection, analysis, and dissemination of selected information on various industries, commodities, and markets; the preparation and execution of plans for industrial mobilization readiness; and Federal recognition of and participation in international expositions and trade fairs;

d. Consult with and encourage cooperation and participation of the business community in the Department's domestic and international business programs;

e. Provide administrative and staff support for the Ombudsman for Business (Department Organization Order 15–7);

f. Coordinate the Department's domestic and international business programs with other Federal agencies; and

g. Provide executive secretariat services and administrative support to the Foreign-Trade Zones Board.

SEC. 7. *Savings provision.* All rules, regulations, orders, determinations, authorizations, contracts, grants, agreements, proceedings, hearings, investigations or other actions issued, undertaken, pending or entered into by or for organizations heretofore charged with the authorities and functions now placed in DIBA shall continue and remain in full force and effect until they expire in due course or are revoked or amended by appropriate authority.

Effective date. November 17, 1972.

GUY W. CHAMBERLAIN, Jr.,
Acting Assistant Secretary for Administration.

[FR Doc.72-20675 Filed 11-30-72;8:52 am]

[Dept. Organization Order 40-1]

DOMESTIC AND INTERNATIONAL BUSINESS ADMINISTRATION

Organization and Functions

This order effective November 17, 1972 supersedes the material appearing at 35 F.R. 16988 of November 4, 1970, 36 F.R. 19413 of October 5, 1971, and 36 F.R. 21366 of November 6, 1971.

SECTION 1. *Purpose.* This order prescribes the organization and assignment of functions within the Domestic and International Business Administration (DIBA). Department Organization Order 10–3, "Assistant Secretary for Domestic and International Business," establishes DIBA and prescribes the scope of authority and functions of the head of DIBA.

SEC. 2. *Organization and structure.* The principal organization structure and line of authority of DIBA shall be as depicted in the attached organization chart. A copy of the chart is on file with the original of this document in the Office of the Federal Register.

SEC. 3. *Office of the Assistant Secretary for Domestic and International Business.* .01 The Assistant Secretary for Domestic and International Business determines policy, directs the programs and is responsible for all activities of DIBA.

.02 The Deputy Assistant Secretary for Domestic and International Business shall perform such duties as the Assistant Secretary shall assign. In addition, he shall assume the duties of the Assistant Secretary during the latter's absence.

.03 The Deputy Assistant Secretary for International Economic Research and Analysis shall initiate and review research studies on developments affecting U.S. trade and commercial interests abroad, and formulate related program and policy proposals.

.04 The Deputy Assistant Secretary for Business Development shall have a major responsibility for consumer matters and related relationships of business with the public.

.05 The Executive Director, National Business Council for Consumer Affairs, shall carry out the responsibilities set forth in Department Organization Order 40–10, "National Business Council for Consumer Affairs Staff."

SEC. 4. *Staff Offices.* .01 The Office of Business Services shall serve as the Department's principal medium of contact with the business community at local levels for the functions listed below, most of which shall be performed through Business Service Field Offices located throughout the country.

a. Ascertaining the needs and desires for information and assistance relevant to the private economy that fall within the scope of Commerce's responsibilities, arranging or participating in the effective delivery of Commerce's business-related information products, and assisting in the planning and design of additional business information;

b. Providing local assistance and service to business communities in utilizing information and related business aids of Commerce and of other agencies, and performing the field work and services involved in the programs of DIBA, and for other organizations of Commerce as may be arranged from time to time;

c. Promoting participation of the general business community in the resolution of economic and business problems of the Nation;

d. Carrying out the domestic trade fair and the international exposition functions;

e. Evaluating prospective international expositions to be held in the United States and prepare studies and recommendations for the President, including the nature and extent of Federal participation therein; and perform all activities relating to the certification and promotion of domestic trade fairs;

f. Publishing the "Commerce Business Daily"; and

g. Through the Business Services Field Offices located in the 10 Uniform Federal Regional Council Cities, serving as the Department's principal coordinator at the regional level for Federal Preparedness Planning, Crisis Management and Emergency Operations. Accordingly, the Business Services Field Office Directors in the 10 cities (i.e., Boston, New York, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco, and Seattle), having been designated Regional Emergency Coordinators, acting in accordance with instructions and guidance issued by the Director, Departmental Office of Emergency Readiness, through the Office of Business Services, shall represent the Secretary and shall be the principal adviser and contact point for the Department in their respective regions for emergency readiness matters.

.02 The Office of Public Affairs shall advise DIBA officials and organizational elements on all public affairs and information service matters; provide centralized information services for DIBA; conduct and be responsible for all DIBA publications programs, consonant with the provisions of Department Organization Order 20–9, "Office of Publications;" provide speech writing and scheduling services for DIBA; and maintain liaison for DIBA with the Departmental Office of Publications, the Departmental Office of Public Affairs, and the news and trade media consonant with the provisions of Department Organization Order 15–3, "Office of Public Affairs."

SEC. 5. *Directorate of Administrative Management.* The Deputy Assistant Secretary and Director, Directorate of Administrative Management, shall be the principal assistant and adviser to the head of DIBA on administrative management matters and shall direct the activities of the Directorate of Administrative Management—a main line component of DIBA—which shall provide administrative management services for all DIBA organizational components. The Deputy Assistant Secretary shall be assisted by a Deputy Director who shall perform the functions of the Deputy Assistant Secretary in the latter's absence. These functions shall be carried out through the principal organizational elements of the Directorate as prescribed below:

.01 The Office of Personnel shall develop and administer personnel management programs including recruitment, placement, employee development, classification, labor-management relations, equal employment opportunity, and employee relations and provide liaison with the Departmental Office of Personnel.

.02 The Office of Management and Systems shall provide management, organization and systems analysis—including management studies and surveys and organizational planning studies; coordinate and conduct management review and improvement programs; coordinate ADP systems development; perform the committee management, directives management, records disposition management, files management, and reports management functions for DIBA; coordinate GAO and departmental audits within DIBA; and provide liaison with the Departmental Office of Organization and Management Systems.

.03 The Office of Administrative Services shall provide administrative and support services such as physical and document security, safety, and correspondence management, consistent with any administrative service agreements between the Assistant Secretary for Domestic and International Business and the Assistant Secretary for Administration; and provide procurement liaison.

.04 The Office of Budget shall develop the DIBA program structure and program memorandum; assess program effectiveness; formulate, present, and execute the budget for DIBA; effect financial and budgetary controls; prepare budget reports; design and maintain DIBA project control systems; and provide liaison with the Departmental Office of Budget and Program Analysis.

SEC. 6. *Bureau of International Commerce (BIC).* The Deputy Assistant Secretary and Director, Bureau of International Commerce, shall assist and advise the Assistant Secretary on export expansion, international trade policy, international finance and investment, and shall serve as National Export Expansion Coordinator. Within the framework of overall DIBA goals, the Deputy Assistant Secretary shall determine the objectives of the Bureau—a main line component of DIBA—formulate policies and programs for achieving those objectives, and direct the execution of Bureau programs. The Deputy Assistant Secretary shall be assisted by a Deputy Director who shall perform the functions of the Deputy Assistant Secretary in the latter's absence. The Office of the Director shall be responsible for representing the interests of the Department to other agencies with regard to the official representation of U.S. commercial interests abroad. The functions of the Bureau shall be carried out through its principal organizational elements as prescribed below:

.01 The Office of Export Development shall conduct activities in the United States designed to stimulate export marketing in all segments of the domestic economy which have the capability to export; shall develop promotional activities for increasing national awareness of export potentials and benefits, and for improving Government/business cooperation in export development; shall be the focal point for the export expansion activities involving the DIBA field offices; shall provide information on commercial participants in world trade and furnish specific trade opportunities to U.S. businessmen; and shall assist qualified U.S. firms in achieving maximum participation in major systems and development projects abroad.

.02 The Office of International Marketing shall provide overseas marketing assistance to U.S. companies through a variety of informational and promotional techniques; shall identify those product categories and industry segments that have the greatest export potential in overseas markets; shall develop and implement marketing strategies for individual countries and products, and maintain appropriate information services for all such activities; shall direct the exhibitions program at commercial trade fairs and U.S. trade centers; and shall be the focal point in DIBA for development and implementation of the country commercial program, designed to establish U.S. commercial objectives and priority programs for each country.

.03 The Office of International Trade Policy shall be responsible for the development and implementation of the Department's position on all aspects of U.S. international trade policy, including trade and commercial policy relations with individual countries, regional economic groupings, and international organizations. It shall represent the Department in trade policy matters on interagency committees; produce analyses of U.S. legislative and tariff proposals, multilateral and bilateral trade negotiations, and international transportation and insurance problems affecting U.S. business; and, through appropriate channels, make representations on behalf of U.S. business for the maintenance of their full rights under the terms of treaties and international agreements of the United States.

.04 The Office of International Finance and Investment shall be responsible for the development and implementation of the Department's policies and programs (other than those assigned to the Office of Foreign Direct Investments) relating to international investment, finance, monetary affairs, U.S. and foreign taxation, standards, patent and copyright protection, and related matters arising from the international commercial and investment operations of U.S. firms. It shall encourage foreign direct capital investments and licensing by foreign firms in the United States and shall provide information and other services, consistent with U.S. balance of payments policies and objectives, to U.S. firms undertaking investments overseas.

SEC. 7. *Bureau of Resources and Trade Assistance.* The Deputy Assistant Secretary and Director, Bureau of Resources and Trade Assistance, shall determine the objectives of the Bureau—a main line component of DIBA—formulate the policies and programs for achieving those objectives and direct execution of the programs. The Deputy Assistant Secretary shall be assisted by a Deputy Director who shall perform the functions of the Deputy Assistant Secretary in the latter's absence. The functions of the Bureau shall be carried out through its principal organizational elements as prescribed below:

.01 The Office of Import Programs shall deal with import problems involving industries experiencing difficulties from import competition and on problems in the field of international trade in primary commodities. For such import impacted industries and as otherwise required it shall maintain interagency relationships and coordinate legislative comment, international negotiations, and representation with business and trade groups. It shall process applications for duty-free importation of educational, scientific, and cultural materials; process applications to import foreign excess property into the United States; perform staff work pertaining to the allocation of watches and watch movements among producers in the Virgin Islands, Guam, and American Samoa; provide executive secretariat services and administrative support to the Foreign-Trade Zones Board; analyze information pertaining to international trade in selected industrial products and analyze developments affecting U.S. imports of or international trade in primary commodities; and represent the Department in U.S. Government participation in international agreements and arrangements on commodities and industrial products.

.02 The Office of Textiles shall conduct studies and analyses of the fiber, textile, and apparel sector of the industrial economy; provide interpretive data on trends affecting its economic stability, and recommend appropriate Government action to approve the economic position of the sector; participate in administration and negotiation of international and bilateral textile agreements; and coordinate interagency relations, legislative comment, and liaison with relevent industry and trade groups.

.03 The Office of Trade Adjustment Assistance shall recommend policies and procedures concerned with trade adjustment assistance matters and implementation of applicable provisions of the Trade Expansion Act of 1962; recommend policies and procedures of adjustment assistance to minimize the adverse effects of import competition on industry; and administer the Trade Adjustment Assistance program.

.04 The Office of Energy Programs shall be responsible for the Department's energy programs including energy policy development, comment on legislative proposals, and coordination of existing and proposed Commerce energy programs; shall be the principal point of contact for development of policy and programs for the stimulation of domestic energy production and the development of new energy resources; and provide staff assistance to the Department's member on the Oil Import Appeals Board.

SEC. 8. *The Bureau of Competitive Assessment and Business Policy.* The Deputy Assistant Secretary and Director, Bureau of Competitive Assessment and Business Policy shall determine the objectives of the Bureau—a main line component of DIBA—formulate policies and programs for achieving those objectives, and direct execution of the Bureau's programs. The Deputy Assistant Secretary shall be assisted by a Deputy Director who shall perform the functions of the Deputy Assistant Secretary in the latter's absence. The functions of the Bureau shall be carried out through its principal organizational elements as prescribed below:

.01 The Office of Competitive Assessment shall assess the competitiveness of American industries in domestic and international markets. This shall include studies of specific industries, sectors, and functions of the American economy, the

development and operation of early warning systems that anticipate shifts in competitive conditions, and analyses of key competitive factors within and across industries.

.02 The Office of Domestic Business Policy shall provide a working forum of business and the Federal Government on domestic business policy issues, particularly economic and financial issues, consumer protection, labor-management relations, industrial development of marine resources, industrial pollution, and short-supply export controls.

.03 The Office of Business Research and Analysis shall collect, analyze, and maintain factual data on U.S. industries, exclusive of data related to the fiber, textile, and apparel sector of the industrial economy (which is a responsibility of the Bureau of Resources and Trade Assistance). This information will be used in support of policy decisions and program actions by the Bureau of Competitive Assessment and Business Policy, as well as other parts of the Department and the Government. The Office shall also certify U.S. firms as "bona fide motor-vehicle manufacturers" qualified to trade under the provisions of the U.S.-Canadian Automotive Agreement; and prepare the President's Annual Report to Congress concerning implementation of the Automotive Products Trade Act of 1965.

.04 The Office of Industrial Mobilization shall perform national defense and industrial mobilization functions, as follows: assist in achieving, through administration of priorities and allocations and other means, an adequate supply of strategic, critical, and other products and materials for defense and defense-supporting activities and essential civilian needs, including the timely completion of current military, atomic energy, and space programs for production, construction, and research development; and participate in the development of national plans to assure maximum readiness of the industrial resources of the United States, including the means for administering them, to meet any future demands of any national emergency.

.05 The Office of Business Assistance shall provide support for the Ombudsman functions set forth in Department Organization Order 15-7, "Ombudsman for Business"; respond to relevant business inquiries referred to the Office; and provide technical advice and assistance to the nation's business community as appropriate. The Ombudsman for Business shall head the Office.

SEC. 9. *The Bureau of East-West Trade.* The Deputy Assistant Secretary and Director, Bureau of East-West Trade, shall determine the objectives of the Bureau—a main line component of DIBA—formulate policies and programs for achieving those objectives and direct execution of the programs. The Deputy Assistant Secretary shall be assisted by a Deputy Director who shall perform the functions of the Deputy Assistant Secretary in the latter's absence. The objectives, policies and programs of the Bureau of East-West Trade shall relate to the U.S.S.R., People's Republic of China, Poland, Romania, Czechoslovakia, Hungary, Bulgaria, Albania, East Germany, the Soviet zone of Berlin, and certain other areas of the world with similar economic/political structures, and, where necessary, for export control purposes, shall relate to other countries. The functions of the Bureau shall be carried out through its principal organizational elements as prescribed below.

.01 The Office of East-West Trade Development shall, with regard to the countries and areas specified, be responsible for the development and implementation of policy and program recommendations with regard to trade and other commercial relations; gathering information bearing on commercial relations and providing advisory services and information for U.S. firms or industrial groups; developing and disseminating studies of market potential for U.S. trade with these countries and areas; developing and executing programs, in cooperations with the Bureau of International Commerce and, as appropriate, other parts of the Department, for U.S. trade promotional events and trade missions to the specified countries and areas; coordinating activities relating to foreign commercial services and commercial representation in these countries; and providing country and area information and advice on trade and relations with such areas for the U.S. cochairmen of joint trade commissions.

.02 The Office of East-West Trade Analysis shall, with regard to the specified countries and areas, carry out economic analyses of trade and other commercial relationships with such countries; provide analytical support for the development of trade policy and the conduct of trade negotiations; apply operations and systems analysis techniques to the problems faced by the United States in its trade with the specified countries and areas and to the impact of third country economic activities on such trade; provide for the collection, cataloging, and retrieving relevant East-West trade information; and propose and monitor contracts for studies pertaining to East-West trade.

.03 The Office of the Joint Commission Secretariat shall provide executive secretariat services to U.S. joint commercial commissions with the U.S.S.R., Poland, and as may be established with other countries; maintain broad East-West trade contracts and two-way information flow with U.S. and foreign industry groups, trade associations, universities, and other nongovernmental organizations; develop and maintain in accord with applicable department orders, and with the assistance of the Office of East-West Trade Analysis, storage and retrieval systems for information in the Bureau's areas of interest and shall propose contracts for retrieval systems; and provide coordination of Bureau-related publications, legislative comment and interagency studies.

.04 The Office of Export Control shall administer and, in conjunction with the Departmental Office of the General Counsel, enforce the export control regulations and programs required to carry out Departmental responsibilities under the Export Administration Act of 1969, as amended and extended by the Equal Export Opportunity Act; develop policies and measures for the control of U.S. exports of commodities and technical data; seek, in collaboration with other Federal agencies, the adoption by foreign countries of such controls over their exports as will assist the policies of the United States with respect to trade between the free world and the specified countries and areas, and with such other areas as national security and foreign policy may require; and provide secretariat and support services to the Advisory Committee on Export Policy and the Export Administration Review Board.

Effective date: November 17, 1972.

GUY W. CHAMBERLIN, JR.,
Acting Assistant Secretary for Administration.

[FR Doc.72-20677 Filed 11-30-72;8:52 am]

[Dept. Organization Order 15-7]

OMBUDSMAN FOR BUSINESS

Organization and Functions

This order effective November 17, 1972 supersedes the material appearing at 36 F.R. 6607 of April 7, 1971.

SEC. 1. *Purpose.* This order continues the position of Ombudsman for Business in the Department and prescribes the functions of the position.

SEC. 2. *Designation and status.* The position of Ombudsman for Business shall have the status of a Special Assistant to the Secretary of Commerce.

SEC. 3. *Functions.* .01 The Ombudsman for Business shall have the following functions:

a. Receive and answer questions on Federal Government programs of interest to business;

b. Assist business by providing a focal point for receiving and handling communications involving information, complaints, criticisms, and suggestions about Government activities relating to business;

c. Arrange conferences with appropriate officials within the Department and in other agencies, and follow up on referrals to determine whether further assistance is necessary and appropriate; and

d. Develop suggested changes to remedy the causes of business complaints about the Federal Government, as appropriate.

.02 In carrying out these functions, the Ombudsman for Business shall not represent, intervene on behalf of or otherwise seek to assist business and individuals on specific matters, cases or issues before Federal regulatory agencies or before Federal departments exercising a regulatory function with respect thereto. On such matters, the Ombudsman for Business shall limit his activities to the provision of information, in response to inquiries from businesses and individuals, on what department, or agency or subordinate element thereof to

contact on the specific matter involved, and, as applicable, to bring to the attention of inquirers regulations or other published procedures on such matters.

.03 The Ombudsman shall not participate in, intervene in regard to, or in any way influence, the negotiation or renegotiation of the terms of contracts between business and the Government.

Effective date: November 17, 1972.

GUY W. CHAMBERLIN, Jr.,
Acting Assistant Secretary for Administration.

[FR Doc.72-20676 Filed 11-30-72;8:52 am]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[Docket No. FDC-D-477; NADA No. 6-888V]

AMERICAN CYANAMID CO.

Megasul (Nitrophenide) Premix 25%; Notice of Opportunity for Hearing

In an announcement in the FEDERAL REGISTER of May 10, 1969 (34 F.R. 7583), the Commissioner of Food and Drugs announced the conclusions of the Food and Drug Administration following evaluation of a report received from the National Academy of Sciences—National Research Council, Drug Efficacy Study Group, on Megasul (Nitrophenide) Premix 25 percent, NADA (new animal drug application) No. 6-888V; marketed by the American Cyanamid Co., Post Office Box 400, Princeton, NJ 08540. The announcement invited the holders of said NADA and any other interested persons to submit pertinent data on the drug's effectiveness.

No data or revised labeling have been received in response to the announcement, and available information fails to provide substantial evidence that the drug is efficacious against all species of coccidia in chickens. Data available to the Commissioner fail to establish the absence of unsafe residue of this product in the edible tissue of chickens when this drug is administered in accordance with the conditions of use prescribed, recommended, or suggested in its labeling. Therefore, based on an evaluation of new information before him with respect to said drug together with the evidence available to him when the application was approved, the Commissioner concludes that the drug has not been shown to be safe and effective under the conditions of use upon which the application was approved.

Therefore, notice is given to American Cyanamid Co. and to any other interested persons who may be adversely affected that the Commissioner proposes to issue an order under the provisions of section 512 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 360b) withdrawing approval of NADA No. 6-888V, including all amendments and supplements thereto.

In accordance with the provisions of section 512 of the act (21 U.S.C. 360b), the Commissioner hereby gives the applicant and any other interested person who would be adversely affected by an order withdrawing such approval an opportunity for a hearing at which time such persons may produce evidence and arguments to show why approval of NADA No. 6-888V should not be withdrawn. Promulgation of the order will cause any drug similar in composition to the above cited drug product and recommended for similar conditions of use to be a new animal drug for which an approved new animal drug application is not in effect. Any such drug then on the market will be subject to appropriate regulatory action.

Within 30 days after publication hereof in the FEDERAL REGISTER, such persons are required to file with the Hearing Clerk, Food and Drug Administration, Room 6-88, 5600 Fishers Lane, Rockville, MD 20852, a written appearance electing whether:

1. To avail themselves of the opportunity for a hearing; or

2. Not to avail themselves of the opportunity for a hearing. If such persons elect not to avail themselves of the opportunity for a hearing, the Commissioner, without further notice, will enter a final order withdrawing approval of the new animal drug application.

Failure of such persons to file a written appearance of election within said 30 days will be construed as an election by said persons not to avail themselves of the opportunity for a hearing.

The hearing contemplated by this notice will be open to the public except that any portion of the hearing that concerns a method or process which the Commissioner finds is entitled to protection as a trade secret will not be open to the public, unless the respondent specifies otherwise in his appearance.

If such persons elect to avail themselves of the opportunity for a hearing, they must file a written appearance requesting the hearing and giving the reasons why approval of the new animal drug application should not be withdrawn together with a well organized and full factual analysis of the clinical and other investigational data they are prepared to prove in support of their opposition to this notice. A request for a hearing may not rest upon mere allegations or denials but must set forth specific facts showing that there is a genuine and substantial issue of fact that requires a hearing. When it clearly appears from the data in the application and from the reasons and factual analysis in the request for the hearing that no genuine and substantial issue of fact precludes the withdrawal of approval of the application, the Commissioner will enter an order stating his findings and conclusions on such data. If a hearing is requested and is justified by the response to this notice, the issues will be defined, an Administrative Law Judge will be named, and he shall issue a written notice of the time and place at which the hearing will commence.

Responses to this notice will be available for public inspection in the Office of the Hearing Clerk (address given above), during regular business hours, Monday through Friday;

This notice is issued pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 512, 82 Stat. 343-351; 21 U.S.C. 360b) and under the authority delegated to the Commissioner (21 CFR 2.120).

Dated: November 20, 1972.

SAM D. FINE,
Associate Commissioner for Compliance.

[FR Doc.72-20633 Filed 11-30-72;8:49 am]

ATOMIC ENERGY COMMISSION

[Dockets Nos. 50-413, 50-414]

DUKE POWER CO.

Notice of Hearing on Application for Construction Permits

Pursuant to the Atomic Energy Act of 1954, as amended (the Act), and the regulations in Title 10 CFR Part 50, "Licensing of Production and Utilization Facilities," and Part 2, "Rules of Practice," notice is hereby given that a hearing will be held, at a time and place to be set in the future by an Atomic Safety and Licensing Board (Board), to consider the application filed under the Act by the Duke Power Co. (the applicant), for construction permits for two pressurized water nuclear reactors designated as the Catawba Nuclear Station Units 1 and 2 (the facilities), each of which is designed for initial operation at approximately 3,411 thermal megawatts with a net electrical output of approximately 1,180 megawatts. The proposed facilities are to be located on the shore of Lake Wylie in York County, S.C. The hearing will be scheduled to begin in the vicinity of the site of the proposed facilities.

The Board will be designated by the Atomic Energy Commission (Commission). Notice as to its membership will be published in the FEDERAL REGISTER.

Upon completion by the Commission's regulatory staff of a favorable safety evaluation of the application and an environmental review and upon receipt of a report by the Advisory Committee on Reactor Safeguards, the Director of Regulation will consider making affirmative findings on Items 1-3, a negative finding on Item 4, and an affirmative finding on Item 5 specified below as a basis for the issuance of construction permits to the applicant:

ISSUES PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, AS AMENDED

1. Whether in accordance with the provisions of 10 CFR 50.35(a):

(a) The applicant has described the proposed design of the facilities including, but not limited to, the principal architectural and engineering criteria for the design, and has identified the major features or components incorporated

therein for the protection of the health and safety of the public;

(b) Such further technical or design information as may be required to complete the safety analysis and which can reasonably be left for later consideration, will be supplied in the final safety analysis report;

(c) Safety features or components, if any, which require research and development have been described by the applicant and the applicant has identified, and there will be conducted a research and development program reasonably designed to resolve any safety questions associated with such features or components; and

(d) On the basis of the foregoing, there is reasonable assurance that (i) such safety questions will be satisfactorily resolved at or before the latest date stated in the application for completion of construction of the proposed facilities, and (ii) taking into consideration the site criteria contained in 10 CFR Part 100, the proposed facilities can be constructed and operated at the proposed location without undue risk to the health and safety of the public.

2. Whether the applicant is technically qualified to design and construct the proposed facilities;

3. Whether the applicant is financially qualified to design and construct the proposed facilities; and

4. Whether the issuance of permits for construction of the facilities will be inimical to the common defense and security or to the health and safety of the public.

ISSUE PURSUANT TO NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA)

5. Whether, in accordance with the requirements of Appendix D of 10 CFR Part 50, the construction permits should be issued as proposed.

In the event that this proceeding is not a contested proceeding, as defined by 10 CFR 2.4(n), the Board will determine (1) without conducting a de novo evaluation of the application, whether the application and the record of the proceeding contain sufficient information, and the review of the application by the Commission's regulatory staff has been adequate, to support the findings proposed to be made by the Director of Regulation on Items 1–4 above, and to support, insofar as the Commission's licensing requirements under the Act are concerned, the issuance of the construction permits proposed by the Director of Regulation; and (2) determine whether the review conducted by the Commission pursuant to NEPA has been adequate. In the event that this proceeding is not contested, the Board will convene a prehearing conference of the parties within sixty (60) days after this notice of hearing or such time as may be appropriate, at a time and place to be set by the Board. It will also set the schedule for the evidentiary hearing. Notice of the prehearing conference and the hearing will be published in the FEDERAL REGISTER.

In the event that this proceeding becomes a contested proceeding, the Board will consider and initially decide, as issues in this proceeding, Items 1–5 above as a basis for determining whether the construction permits should be issued to the applicant.

The Board will convene a special prehearing conference of the parties to the proceeding and persons who have filed petitions for leave to intervene, or their counsel, to be held within sixty (60) days from the date of publication of this notice in the FEDERAL REGISTER, or within such other time as may be appropriate, at a place to be set by the Board for the purpose of dealing with the matters specified in 10 CFR 2.751a.

The Board will convene a prehearing conference of the parties, or their counsel, to be held subsequent to any special prehearing conference and within sixty (60) days after discovery has been completed, or within such other time as may be appropriate, at a place to be set by the Board for the purpose of dealing with the matters specified in 10 CFR 2.752.

Notices of the dates and places of the special prehearing conference, the prehearing conference and the hearing will be published in the FEDERAL REGISTER.

With respect to the Commission's responsibilities under NEPA, and regardless of whether the proceeding is contested or uncontested, the Board will, in accordance with section A.11 of Appendix D of 10 CFR Part 50, (1) determine whether the requirements of section 102 (2) (C) and (D) of NEPA and Appendix D of 10 CFR Part 50 have been complied with in this proceeding; (2) independently consider the final balance among conflicting factors contained in the record of the proceeding with a view to determining the appropriate action to be taken; and (3) determine whether the construction permits should be issued, denied, or appropriately conditioned to protect environmental values.

For further details, see the application for construction permits which were docketed October 27, 1972, and amendments thereto, and the applicant's environmental report which was docketed October 27, 1972, which are available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, DC, between the hours of 8:30 a.m. and 5 p.m. on weekdays. Copies of those documents will also be made available at the York County Library, 325 South Oakland Avenue, Rock Hill, SC 29730, for inspection by members of the public between the hours of 9 a.m. and 6 p.m., Monday through Saturday. As they become available, a copy of the safety evaluation by the Commission's Directorate of Licensing, the Commission's draft and final detailed statements on environmental considerations, the report of the Advisory Committee on Reactor Safeguards (ACRS), the proposed construction permits, other relevant documents, and the transcripts of the prehearing conferences and of the hearing will also be available at the above locations. Copies of the Directorate of Licensing's safety evaluation and the Commission's final detailed statement on environmental considerations, the proposed construction permits, and the ACRS report may be obtained, when available, by request to the Deputy Director for Reactor Projects, Directorate of Licensing, U.S. Atomic Energy Commission, Washington, D.C. 20545.

Any person who does not wish to, or is not qualified to become a party to this proceeding may request permission to make a limited appearance pursuant to the provisions of 10 CFR 2.715. A person making a limited appearance may only made an oral or written statement on the record, and may not participate in the proceeding in any other way. Limited appearances will be permitted at the time of the hearing in the discretion of the Board, within such limits and on such conditions as may be fixed by the Board. Persons desiring to make a limited appearance are requested to inform the Secretary of the Commission, U.S. Atomic Energy Commission, Washington, D.C. 20545, not later than thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER.

A person permitted to make a limited appearance does not become a party, but may state his position and raise questions which he would like to have answered to the extent that the questions are within the scope of the hearing as specified in the issues set out above.

Any person whose interest may be affected by the proceeding, who does not wish to make a limited appearance and who wishes to participate as a party in the proceeding must file a written petition under oath or affirmation for leave to intervene in accordance with the provisions of 10 CFR 2.714.

A petition for leave to intervene shall set forth the interest of the petitioner in the proceeding, how that interest may be affected by the results of the proceeding, and any other contentions of the petitioner including the facts and reasons why he should be permitted to intervene, with particular reference to the following factors: (1) The nature of the petitioner's right under the Act to be made a party to the proceeding; (2) the nature and extent of the petitioner's property, financial, or other interest in the proceeding; and (3) the possible effect of any order which may be entered in the proceeding on the petitioner's interest. Any such petition shall be accompanied by a supporting affidavit identifying the specific aspect or aspects of the subject matter of the proceeding as to which the petitioner wishes to intervene and setting forth with particularity both the facts pertaining to his interest and the basis for his contentions with regard to each aspect on which he desires to intervene. A petition that sets forth contentions relating only to matters outside the jurisdiction of the Commission will be denied.

A petition for leave to intervene must be filed with the Office of the Secretary of the Commission, U.S. Atomic Energy Commission, Washington, D.C. 20545,

Attention: Chief, Public Proceedings Staff, or may be delivered to the Commission's Public Document Room, 1717 H Street NW., Washington, DC, not later than thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER. A petition for leave to intervene which is not timely will not be granted unless the Board determines that the petitioner has made a substantial showing of good cause for failure to file on time and after the Board has considered those factors specified in 10 CFR 2.714(a).

Those permitted to intervene become parties to the proceeding, subject to any limitations in the order granting leave to intervene, and have all the rights of the applicant to participate fully in the conduct of the hearing, such as the examination and cross-examination of witnesses, with respect to their contentions related to the matters at issue in the proceeding.

An answer to this notice, pursuant to the provisions of 10 CFR 2.705, must be filed by the applicant not later than twenty (20) days from the date of publication of this notice in the FEDERAL REGISTER.

Papers required to be filed in this proceeding may be filed by mail or telegram addressed to the Secretary of the Commission, U.S. Atomic Energy Commission, Washington, D.C. 20545, Attention: Chief, Public Proceedings Staff, or may be filed by delivery to the Commission's Public Document Room, 1717 H Street NW., Washington, DC.

Pending further order of the Board, parties are required to file, pursuant to the provisions of 10 CFR 2.708, an original and twenty (20) conformed copies of each such paper with the Commission.

With respect to this proceeding, pursuant to 10 CFR 2.785, an Atomic Safety and Licensing Appeal Board will exercise the authority and the review function which would otherwise be exercised and performed by the Commission. Notice as to the membership of the Appeal Board will be published in the FEDERAL REGISTER.

Dated at Germantown, Md., this 28th day of November 1972.

UNITED STATES ATOMIC ENERGY COMMISSION,
GORDON M. GRANT,
Acting Secretary of the Commission.

[FR Doc.72-20756 Filed 11-30-72;8:51 am]

[Docket No. 50-410]

NIAGARA MOHAWK POWER CORP.

Notice and Order for Prehearing Conference

In the matter of Niagara Mohawk Power Corp. (Nine Mile Point Nuclear Station Unit 2).

Notice is hereby given that, pursuant to the Atomic Energy Commission's "Notice of Hearing on Application for Construction Permit" dated September 21, 1972 (37 F.R. 20089), and in accordance with § 2.751a of said Commission's rules of practice, 10 CFR Part 2, a special prehearing conference will be held in the above-captioned proceeding on January 9, 1973, at 10 a.m., local time, in the Legislators Chambers, County Building, 46 East Ridge Street, Oswego, NY 13126. This special prehearing conference will be held before the Atomic Safety and Licensing Board established by the Commission November 15, 1972, and composed of Dr. Marvin M. Mann, Dr. William E. Martin, and Mr. Daniel M. Head, Chairman, with Mr. Gustave A. Linenberger the technically qualified alternate and Mr. Joseph F. Tubridy the alternate chairman.

This special prehearing conference shall deal with the following matters:

1. Identification of the key issues;
2. Any steps necessary for further identification of the issues;
3. Outstanding petitions for intervention;
4. All pending motions;
5. The need for discovery, and the time required therefor;
6. Establishment of a schedule for further action; and
7. Such other matters as may aid in the orderly disposition of the proceeding.

At the special prehearing conference, the Board will entertain oral argument on the outstanding petitions to intervene. The petitioners, as well as the parties, will be permitted to be heard in this regard.

In addition, the Board will expect to be advised by the parties and petitioners for intervention regarding the following:

1. The identity, by name and address, of the members of any organization which has petitioned to intervene. The representatives of any such organization shall be prepared at the special prehearing conference to state in detail how the organization's interest will be affected by the proposed Nine Mile Point Nuclear Plant; and

2. The impact of the Federal Water Pollution Control Act Amendments of 1972 on the conduct and disposition of this proceeding. As part of this discussion, the Board will require information on all applicable State and Federal water quality standards and effluent limitations, and on the status of the State certification required by section 401(a) of the Federal Water Pollution Control Act Amendments of 1972.

Members of the public are entitled to attend this prehearing conference as well as the evidentiary hearing to be held at a later date to be fixed by the Board. Members of the public wishing to make limited appearances may identify themselves at this prehearing conference but oral or written statements to be presented by limited appearance will not be received at this conference. The Board will receive such statements at the aforementioned evidentiary hearing.

The attorneys for the respective parties and any petitioners for intervention are directed to confer in advance of the special prehearing conference, in such manner as they deem appropriate, and report to the Board at said conference on any stipulations regarding matters in controversy, and on any other mutually agreeable procedures to expedite this proceeding.

Dated this 27th day of November 1972 at Washington, D.C.

By order of the Atomic Safety and Licensing Board.

DANIEL M. HEAD,
Chairman.

[FR Doc.72-20621 Filed 11-30-72;8:47 am]

[Docket No. 50-206]

SOUTHERN CALIFORNIA EDISON CO. AND SAN DIEGO GAS & ELECTRIC CO.

Consideration of Conversion of Provisional Operating License to Full-Term Operating License; Opportunity for Hearing

In the matter of Southern California Edison Co. and San Diego Gas & Electric Co. (San Onofre Nuclear Generating Station Unit 1.)

The Atomic Energy Commission (the Commission) will consider the issuance of a full-term facility operating license to the Southern California Edison Co. and San Diego Gas & Electric Co. (the licensees) which would authorize the licensees to possess, use and operate the San Onofre Nuclear Generating Station Unit 1 (the facility), located near Camp Pendleton in San Diego County, Calif., at its presently licensed steady state power level of up to 1,347 megawatts (thermal) for a period of 40 years from March 2, 1964, the issuance date of the construction permit (CPPR-13), in accordance with the provisions of the license and the technical specifications appended thereto, upon the completion of a favorable safety evaluation of the application by the Commission's Directorate of Licensing, the completion of the environmental review required by the Commission's regulations in 10 CFR Part 50, Appendix D, the receipt of a report on the application from the Advisory Committee on Reactor Safeguards (ACRS), and a finding by the Commission that the application for the full-term facility license (as amended) complies with the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations in 10 CFR Chapter I. The facility is presently being operated in accordance with Provisional Operating License No. DPR-13 issued by the Commission on March 27, 1967.

The full-term license will not be issued until the Commission has made the findings, reflecting its review of the application under the Atomic Energy Act of 1954, as amended, which will be set forth in the proposed license, and has concluded that the issuance of the license will not be inimical to the common defense and security or to the health and safety of the public. The licensees have satisfied their obligation concerning indemnification as required by section 170 of the Act and 10 CFR Part 140 of the Commission's regulations.

The facility is subject to the provisions of section A of Appendix D to 10 CFR

Part 50, which sets forth procedures applicable to review of environmental considerations for production and utilization facilities.

Within thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER, the licensees may file a request for a hearing and any person whose interest may be affected by this proceeding may file a petition for leave to intervene with respect to the issuance of a full-term facility operating license. Requests for a hearing and petitions to intervene shall be filed in accordance with the Commission's rules of practice in 10 CFR Part 2. If a request for a hearing or petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue a notice of hearing or an appropriate order.

A petition for leave to intervene must be filed under oath or affirmation in accordance with the provisions of 10 CFR 2.714. As required by 10 CFR 2.714, a petition for leave to intervene shall set forth the interest of the petitioner in the proceeding, how that interest may be affected by the results of the proceeding, and any other contentions of the petitioner including the facts and reasons why he should be permitted to intervene, with particular reference to the following factors: (1) The nature of the petitioner's right under the Act to be made a party to the proceeding; (2) the nature and extent of the petitioner's property, financial, or other interest in the proceeding; and (3) the possible effect of any order which may be entered in the proceeding on the petitioner's interest. Any such petition shall be accompanied by a supporting affidavit identifying the specific aspect or aspects of the subject matter of the proceeding as to which the petitioner wishes to intervene and setting forth with particularity both the facts pertaining to his interest and the basis for his contentions with regard to each aspect on which he desires to intervene. A petition that sets forth contentions relating only to matters outside the jurisdiction of the Commission will be denied.

A request for a hearing or a petition for leave to intervene must be filed with the Office of the Secretary of the Commission, U.S. Atomic Energy Commission, Washington, D.C. 20545, Attention: Chief, Public Proceedings Staff not later than thirty (30) days from the date of publication of this notice in the FEDERAL REGISTER. Such requests or petitions within the same 30-day period may be delivered to the Commission's Public Document Room, 1717 H Street NW., Washington, DC. A petition for leave to intervene which is not timely will not be granted unless the Commission determines that the petitioner has made a substantial showing of good cause for failure to file on time and after the Commission has considered those factors specified in 10 CFR 2.714(a).

For further details with respect to the matters under consideration, see the licensee's application for conversion of Provisional Operating License No. DPR-13 to a full-term operating license dated July 28, 1970, and the licensee's environmental report dated August 31, 1972, which are available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, DC, and at the San Clemente Public Library, 233 Granada Street, San Clemente, CA 92672. As they become available, the following documents will also be available at the above locations: (1) The safety evaluation prepared by the Directorate of Licensing; (2) the Commission's draft detailed statement on environmental considerations pursuant to 10 CFR Part 50, Appendix D; (3) the Commission's final detailed statement on environmental considerations; (4) the report of the Advisory Committee on Reactor Safeguards on the application for a full-term facility operating license; (5) the proposed full-term operating license, and (6) the proposed technical specifications, which will be attached to the proposed full-term facility operating license.

Copies of items (1), (3), (4), and (5) may be obtained when they become available by request to the Deputy Director for Reactor Projects, Directorate of Licensing, U.S. Atomic Energy Commission, Washington, D.C. 20545.

For the Atomic Energy Commission.

Dated at Bethesda, Md., this 22d day of November 1972.

DONALD J. SKOVHOLT,
Acting Deputy Director for Reactor Projects, Directorate of Licensing.

[FR Doc.72-20456 Filed 11-30-72;8:45 am]

CIVIL AERONAUTICS BOARD

[Docket No. 23333; Order 72-11-102]

INTERNATIONAL AIR TRANSPORT ASSOCIATION

Order Regarding Specific Commodity Rates

Issued under delegated authority November 22, 1972.

An agreement has been filed with the Board pursuant to section 412(a) of the Federal Aviation Act of 1958 (the Act) and Part 261 of the Board's Economic Regulations, between various air carriers, foreign air carriers, and other carriers embodied in the resolutions of the International Air Transport Association (IATA), and adopted pursuant to the provisions of Resolution 590 dealing with specific commodity rates.

The agreement, adopted pursuant to unprotested notices to the carriers and promulgated in an IATA letter dated November 14, 1972, names additional specific commodity rates as set forth in the attachment hereto.[1] These rates reflect reductions from the otherwise applicable general cargo rates.

Pursuant to authority duly delegated by the Board in the Board's Regulations, 14 CFR 385.14, it is not found that the subject agreement is adverse to the public interest or in violation of the Act, provided that approval is subject to the condition hereinafter ordered.

Accordingly, it is ordered, That:

Agreement CAB 23400, R-1 and R-2, be and hereby is approved, provided that approval shall not constitute approval of the specific commodity descriptions contained therein for purposes of tariff publications, provided further that tariff filings shall be marked to become effective on not less than 30 days' notice from the date of filing.

Persons entitled to petition the Board for review of this order, pursuant to the Board's Regulations, 14 CFR 385.50, may file such petitions within ten days after the date of service of this order.

This order shall be effective and become the action of the Civil Aeronautics Board upon expiration of the above period, unless within such period a petition for review thereof is filed or the Board gives notice that it will review this order on its own motion.

This order will be published in the FEDERAL REGISTER.

[SEAL] HARRY J. ZINK,
Secretary.

[FR Doc.72-20695 Filed 11-30-72;8:54 am]

[1] Filed as part of the original document.

[Docket No. 24702; Order 72-11-115]

TEXAS INTERNATIONAL AIRLINES, INC.

Order To Show Cause

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 27th day of November 1972.

On August 29, 1972, Texas International Airlines, Inc. (TXI), filed an application requesting authority to suspend service at Victoria, Tex., for a period of 3 years.

An answer to this application was filed by the Victoria County Airport Commission, stating that it does not oppose TXI's application provided that the suspension be subject to termination should the city's alternative air transportation deteriorate at some time in the future.

Upon consideration of the pleadings and all the relevant facts, we have decided to authorize TXI to suspend service temporarily at Victoria for a period of 3 years so long as an air taxi operator, Metro Flight Airlines, Inc. (Metro), provides four daily round trips in the Houston-Victoria market.

Because of the relative isolation of Victoria from other communities receiving certificated air service,[1] we agree with the city of Victoria that some air service should be provided. However, we believe

[1] Approximate driving times between Victoria, on the one hand, and Houston, Corpus Christi, and San Antonio, on the other hand (according to figures provided by the American Automobile Association) are 2 hours and 45 minutes, 2 hours, and 2 hours and 10 minutes, respectively. There is bus service to Victoria's primary community of interest—Houston (six round trips per day, two of which are nonstop and require an elapsed time of about 2 hours and 20 minutes).

that the city's needs can better be served by Metro than by TXI.[2] Moreover, so long as Metro is operating in the Victoria-Houston market, TXI's service will be largely duplicative of Metro's and will provide limited public benefits. These benefits are not sufficient to warrant service by TXI in view of the high subsidy cost per passenger of TXI's service.[3] Accordingly, we have concluded that TXI should be authorized to suspend service at Victoria so long as Victoria is provided with the four Victoria-Houston round trips per day by Metro.

We have also examined the facts presented by TXI's application in light of findings in a recent court case [4] involving air taxi replacement services where the court indicated that the Board should consider whether the statutory conditions for exemption from certification continue to exist. As discussed below, we tentatively find that, with respect to Metro, which is a commuter carrier operating pursuant to Part 298 of the Board's Economic Regulations, the statutory conditions for exemption from certification do continue to exist.[5]

Metro, which has stated that it intends to provide replacement service into Houston,[6] has conducted air taxi operations since June 4, 1968, and filed pursuant to Part 298 as a commuter carrier on June 8, 1969. At the close of calendar year 1971, Metro was providing short-haul commuter air services to three points in two markets.[7] Metro transported 79,377 passengers, performed 15,189 flights and carried 84,488 pounds of cargo, in calendar year 1971. Revenue passenger miles performed by Metro for the calendar year 1971 were 2,441,143 as compared to the local service industry average for the same period of 872,387,888. Thus, Metro's total RPM's for calendar year 1971 were approximately three-tenths of 1 percent of the average RPM's for the certificated local service industry. Of the 130 commuter carriers reporting to the Board in calendar year 1971, Metro ranked 18th in the carriage of passengers and 46th in revenue passenger miles flown.[8]

On the basis of the foregoing, and on the basis of our findings set forth in Order 72-9-39, September 12, 1972, and our conclusions therein that the certification process is generally inappropriate for replacement commuter carriers, we tentatively conclude that it would not be in the public interest to require Metro to undergo a certification proceeding in order to provide replacement services for TXI at Victoria. Metro's replacement services are neither of sufficient magnitude nor do they hold such prospects of economic success as to warrant their separate certification.

We further tentatively find that certification would be an undue burden on Metro by reason of the limited extent of, and unusual circumstances affecting its operations. As described above, the carrier's operations are of limited extent in terms of both the replacement services involved and the overall scope of its operations. Furthermore, the very nature of the small aircraft to which Metro is restricted makes the operations limited in extent. The accommodations on these aircraft not only limit the competitive capabilities of Metro but also limit the amount of traffic it can carry and the length of the markets it can serve, compared with a certificated carrier operating large aircraft. Thus, the cost of certificate procedures would impose a severe financial burden on Metro wholly disproportionate to its existing and proposed operations. Moreover, enforcement of section 401 requirements would be an undue burden not only because of the substantial cost of certification procedures, but also because certification would deprive Metro of the necessary operating flexibility it must have to conduct nonsubsidized services with small aircraft in short-haul, low-density markets.

We are also satisfied that there are no safety considerations which would warrant a determination that the substitution arrangement is contrary to the public interest. Not only must Metro conduct its operations in strict conformity with the Federal Aviation Regulations promulgated by the Secretary of Transportation, who is charged by law with insuring the highest degree of safety in air transportation, but Metro has had a successful operating history.[9]

Consequently, for the reasons set forth above, we tentatively find and conclude that:

1. TXI should be authorized to suspend service temporarily at Victoria subject to the condition that such suspension shall terminate if, at any time, Metro fails to operate at least four round trips per day between Victoria and Houston.

2. The authority granted in the foregoing paragraph 1 should expire 3 years from the date of the order finalizing this order.

Interested persons will be given 21 days following the service date of this order to show cause why the tentative findings and conclusions set forth herein should not be made final. We expect such persons to direct their objections, if any, to the specific facts in issue, and to support such objections with detailed economic or legal analysis.

Accordingly, it is ordered, That:

1. All interested persons are directed to show cause why the Board should not issue an order making final the tentative findings and conclusions stated herein, and granting the requested suspension;

2. Any interested persons having objection to the issuance of an order making final the proposed findings, conclusions, and suspension authorization set forth herein shall, within 21 days after service of a copy of this order, file with the Board and serve upon all persons listed in Appendix A attached hereto, a statement of objections together with such statistical data, and other materials and evidence relied upon to support the stated objections; answers to such objections shall be filed within 14 days thereafter;

3. Any interested persons requesting an evidentiary hearing shall state in detail why such a hearing is necessary and what relevant and material facts he would expect to establish through such a hearing. General, vague, or unsupported objections will not be entertained;

4. If timely and properly supported objections are filed, full consideration will be accorded the matters or issues raised by the objections before further action is taken by the Board;

5. In the event no objections are filed to any part of this order, all further procedural steps relating to such part or parts will be deemed to have been waived,

[2] The main Victoria market served by TXI is Houston at which 74 percent of the Victoria passengers served by TXI in 1971 enplaned or deplaned. TXI provides two daily round trips in this market while Metro intends to provide five or six well-timed round trips per day between Victoria and Houston using Twin Otter or Swearingen Metro aircraft. As a result of TXI's suspension of service at Victoria, Victoria passengers will be losing one round-trip single-plane service per day to San Antonio and Laredo. We believe that the loss of this service is outweighed by the greater volume of Victoria-Houston frequencies which Metro will offer. Moreover, TXI's present service out of Victoria to San Antonio and Laredo is of little use to a businessman hoping to conduct a day's business in either of these points. TXI's present service to San Antonio provides for only one outgoing flight per day and that trip is within 2½ hours of the incoming flight. Likewise, TXI's present service into Laredo provides for a return flight 26 minutes after the incoming flight.

[3] TXI's estimate—which we find reasonable—is that a suspension will reduce its subsidy need after return and taxes by some $254,000. This amounts to a subsidy need of $21.58 per passenger originated.

[4] Air Line Pilots Association, International v. C.A.B., 458 F.2d 846 (C.A.D.C. 1972).

[5] These statutory conditions and guidelines were discussed in Order 72-9-39, September 12, 1972. This order was adopted in response to the remand to the Board from the U.S. Circuit Court of Appeals of the three applications which were in issue in the ALPA case.

[6] See note 2, supra.

[7] Metro offers service between Houston-Hobby Airport and Houston Intercontinental Airport and between Clearlake City, Texas (Clearlake Metroport) and Houston Intercontinental Airport.

[8] The traffic statistics were reported to the Board by Metro pursuant to section 298.60 et seq. of the Board's Economic Regulations on CAB Form 298-C. These statistics submitted by commuter carriers are confidential for a period of 1 year. However, pursuant to § 298.66 of the Board's Economic Regulations, the Board, on its own motion, finds that it is in the public interest to disclose information that it does in this order.

[9] We have informally checked with the FAA and they report that Metro has excellent operations with good management, excellent facilities, staffing and training and substantial financing. Metro presently has insurance in effect (expiration date is May 1973) and has had no safety or maintenance violations.

and the case will be submitted to the Board for final action; and

6. A copy of this order shall be served upon all persons listed in Appendix A attached hereto.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,
Secretary.

APPENDIX A

SERVICE LIST

Mr. Francisco A. Lorenzo, President, Texas International Airlines, Inc., Post Office Box 60188, Houston, TX 77060.
Victoria Chamber of Commerce, Post Office Box 2465, Victoria, TX 77901.
The Honorable Mayor, City of Victoria, City Hall, Victoria, TX 77901.
San Antonio Chamber of Commerce, 602 East Commerce, Post Office Box 1628, San Antonio, TX 78206.
Alfred V. J. Prather, Prather, Levenberg, Seeger and Doolittle, 1101 16th Street NW., Washington, DC 20036.
Lee M. Hydeman, Hydeman & Mason, 1225 19th Street NW., Washington, DC 20036.
Reavis, Pogue, Neal & Rose, 1100 Connecticut Avenue NW., Washington, DC 20036.
Charles Murphy, Director, Texas Aeronautics Commission, Box 12607, Capitol Station, Austin, TX 78711.
Postmaster General, Attention: Assistant General Counsel-Transportation, Post Office Department, Room 4226, Washington, D.C. 20260.
Mr. Emory N. Ellis, Jr., Fulbright, Crooker & Jaworski, 1140 Connecticut Avenue NW., Washington, DC 20036.
Houston Chamber of Commerce, Post Office Box 53600, Houston, TX 77052.
The Honorable Mayor, City of Houston, City Hall, Houston, TX 77052.
The Honorable Mayor, City of San Antonio, City Hall, San Antonio, TX 78206.
B. Howell Hill, Arnold & Porter, 1229 19th Street NW., Washington, DC 20036.
Robert Reed Gray, 1001 Connecticut Avenue NW., Washington, DC 20036.
Andrew T. A. Macdonald, Wilmer, Cutler & Pickering, 900 17th Street NW., Washington, DC 20006.
Frank Barnett, Airport Manager, Foster Field, Victoria, Tex. 77902.

[FR Doc.72-20696 Filed 11-30-72;8:54 am]

CIVIL SERVICE COMMISSION

DEPARTMENT OF THE INTERIOR

Notice of Grant of Authority To Make Noncareer Executive Assignment

Under authority of § 9.20 of Civil Service Rule IX (5 CFR 9.20), the Civil Service Commission authorizes the Department of the Interior to fill by noncareer executive assignment in the excepted service the position of Deputy Under Secretary (Energy), Office of the Secretary.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-20662 Filed 11-30-72;8:51 am]

ENVIRONMENTAL PROTECTION AGENCY

Notice of Grant of Authority To Make Noncareer Executive Assignment

Under authority of § 9.20 of Civil Service Rule IX (5 CFR 9.20), the Civil Service Commission authorizes the Environmental Protection Agency to fill by noncareer executive assignment in the excepted service the position of Deputy Director, Office of Public Affairs, Office of the Administrator.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[FR Doc.72-20661 Filed 11-30-72;8:51 am]

ENVIRONMENTAL PROTECTION AGENCY

NUTRILITE PRODUCTS, INC.

Notice of Filing of Petition Regarding Microbial Pesticide

Pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408 (d)(1), 68 Stat. 512; 21 U.S.C. 346a(d)(1)), notice is given that a petition (PP 3F1319) has been filed by Nutrilite Products, Inc., Buena Park, CA 90620, proposing establishment of an exemption from the requirement of a tolerance (40 CFR Part 180) for residues of the microbial insecticide *Bacillus thuringiensis* Berliner in or on the raw agricultural commodities horseradish, peas, soybeans, and sugar beets.

The analytical method proposed in the petition for determining residues of the microbial insecticide is a spore-count assay consisting of a standard plate count procedure using a heat-treated suspension of the material to be tested.

Dated: November 22, 1972.

EDWIN L. JOHNSON,
Acting Deputy Assistant Administrator for Pesticides Programs.

[FR Doc.72-20625 Filed 11-30-72;8:48 am]

FEDERAL COMMUNICATIONS COMMISSION

[Canadian List 300]

CANADIAN STANDARD BROADCAST STATIONS

Notification List

NOVEMBER 15, 1972.

List of new stations, proposed changes in existing stations, deletions, and corrections in assignments of Canadian standard broadcast stations modifying the assignments of Canadian broadcast stations contained in the Appendix to the Recommendations of the North American Regional Broadcasting Agreement Engineering Meeting January 30, 1941.

Call letters	Location	Power kw.	Antenna	Schedule	Class	Antenna height (feet)	Ground system: Number of radials	Ground system: Length (feet)	Proposed date of commencement of operation
		600 kHz							
CFCT (addition—top loaded to 60°).	Tuktoyaktuk, Northwest Territory, N. 69°26'44", W. 133°01'23".	1	ND-180	U	III	150	120	410	
		1210 kHz							
CFFB (addition—top loaded to 96°, also correction to location).	Frobisher *Bay*, Northwest Territory, N. 63°43'47", W. 68°32'34".	0.25	ND-180	U	II	150	90	260	
		1340 kHz							
CKNR (correction to coordinates).	Elliot Lake, Ontario, N. 46°22'40", W. 82°37'58".	0.25	ND-195	U	IV	199	120	300	

[SEAL]

FEDERAL COMMUNICATIONS COMMISSION,
HAROLD L. KASSENS,
Assistant Chief, Broadcast Bureau.

[FR Doc.72-20684 Filed 11-30-72;8:53 am]

TECHNICAL ADVISORY COMMITTEE, PANEL 1

Notice of Public Meeting

NOVEMBER 15, 1972.

Panel 1 (Measurement Methods and Instrumentation) of the Cable Television Technical Advisory Committee will hold an open meeting on January 19, 1972, at 10 a.m. The meeting will be held in the main FCC building, Room 847S, 1919 M Street NW., Washington, DC.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[FR Doc.72-20687 Filed 11-30-72;8:53 am]

TECHNICAL ADVISORY COMMITTEE, PANEL 3

Notice of Public Meeting

NOVEMBER 15, 1972.

Panel 3 (Receivers) of the Cable Television Technical Advisory Committee will hold an open meeting on December 7, 1972, at 10 a.m. The meeting will be held in the Lower Level Conference Room of the Corporation for Public Broadcasting, 888 16th Street NW., Washington, DC.

The following matters will be discussed at the meeting:

1. Complete detailing of receiver parameters of concern.
2. Set priorities and schedules for data collection.
3. Plan for committee operation.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[FR Doc.72-20685 Filed 11-30-72;8:53 am]

FEDERAL MARITIME COMMISSION

NORTH EUROPE-UNITED STATES PACIFIC FREIGHT CONFERENCE, ET AL.

Notice of Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street, NW., Room 1015; or may inspect the agreement at the field offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Leonard G. James, Esq., Graham and James, 310 Sansome Street, San Francisco, CA 94104.

Agreement No. 10023 among the above named conference and independent steamship lines provides for the parties to confer upon, discuss, and agree upon any subject of common interest including rates, charges, and practices in the trades from points and ports in the United Kingdom and Ireland, from Scandinavian and Finnish ports and from European continental ports to United States Pacific Coast ports and port area points with respect to both all water transportation and joint water/land transportation. With respect to any rate, charge, rule, or regulation agreed upon, the parties reserve the right to take independent action under terms and conditions set forth in the Agreement.

Dated: November 27, 1972.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.72-20673 Filed 11-30-72;8:52 am]

SOUTH JERSEY PORT CORP. AND I.T.O. CORPORATION OF AMERIPORT

Notice of Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1015; or may inspect the agreement at the field offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 10 days after publication of this notice in the FEDERAL REGISTER. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Mr. Robert L. Pettegrew, Executive Director, South Jersey Port Corp., Broadway and Morgan Boulevard, Camden, N.J. 08104.

Agreement No. T-2667, between the South Jersey Port Corp. (Port) and I.T.O. Corporation of Ameriport (ITO) provides for the 5-year lease (with renewal options) to ITO of Berths Nos. 5 and 6 and inland property at the Port's Broadway Terminal at Camden, N.J., for use as a marine terminal and purposes incidental thereto. As compensation, a fixed annual amount is to be received by the Port plus a percentage of all dockage and wharfage charges collected by ITO.

Dated: November 24, 1972.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.72-20674 Filed 11-30-72;8:52 am]

FEDERAL POWER COMMISSION

[Dockets Nos. RI73-94, etc.]

ATLANTIC RICHFIELD CO. ET AL.

Order Providing for Hearing on and Suspension of Proposed Changes in Rates, and Allowing Rate Changes To Become Effective Subject to Refund [1]

NOVEMBER 22, 1972.

Respondents have filed proposed changes in rates and charges for jurisdictional sales of natural gas, as set forth in Appendix A hereof.

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon hearings regarding the lawfulness of the proposed changes, and that the supplements herein be suspended and their use be deferred as ordered below.

The Commission orders: (A) Under the Natural Gas Act, particularly sec-

[1] Does not consolidate for hearing or dispose of the several matters herein.

tions 4 and 15, the regulations pertaining thereto (18 CFR, Chapter I), and the Commission's rules of practice and procedure, public hearings shall be held concerning the lawfulness of the proposed changes.

(B) Pending hearings and decisions thereon, the rate supplements herein are suspended and their use deferred until date shown in the "Date Suspended Until" column. Each of these supplements shall become effective, subject to refund, as of the expiration of the suspension period without any further action by the Respondent or by the Commission. Each Respondent shall comply with the refunding procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder.

(C) Unless otherwise ordered by the Commission, neither the suspended supplements, nor the rate schedules sought to be altered, shall be changed until disposition of these proceedings or expiration of the suspension period, whichever is earlier.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf*		Rate in effect subject to refund in dockets Nos.
									Rate in effect	Proposed increased rate	
RI73-94	Atlantic Richfield Co	229	6	West Texas Gathering Co. (Emperor Field, Winkler County, Tex.) (Permian Basin).	$3,870	10-30-72		1-2-73	18.0675	19.0713	RI69-184.
	do	262	7	West Texas Gathering Co. (Kermit Field, Winkler County, Tex.) (Permian Basin).	4,337	10-30-72		1-2-73	18.0675	19.0713	RI69-214.
	do	511	15	El Paso Natural Gas Co. (Brown Bassett Field, Terrell County, Tex.) (Permian Basin).	53,202	10-30-72		1-2-73	[1] 18.0675	[1] 19.0713	RI71-376.
	do	457	6	do	19,172	10-30-72		1-2-73	[1] 18.0675	[1] 19.0713	RI71-1158.
	do	452	4	West Texas Gathering Co. (Emperor (Devonian) Field, Winkler County, Tex.) (Permian Basin).	6,238	10-30-72		1-2-73	18.0675	19.0713	RI70-671.
	do	300	4	El Paso Natural Gas Co. (West Waha (Ellenburger) Field, Reeves County, Tex.) (Permian Basin).	19,126	10-30-72		1-2-73	17.5656	18.5694	RI68-407.
	do	615	5	Transwestern Pipeline Co. (Halley Field, Winkler County, Tex.) (Permian Basin).	35,357	10-30-72		6-1-73	20.6025	22.6125	RI71-670.
	do	654	3	Transwestern Pipeline Co. (Rock Tank Field, Eddy County, N. Mex.) (Permian Basin).	3,411	10-30-72		6-1-73	[2] 30.0	[2] 30.35	RI72-273.
RI73-95	Amoco Production Co	110	[3] 32	El Paso Natural Gas Co. (Eumont et al. Fields, Lea County, N. Mex.) (Permian Basin).		10-27-72	11-27-72	[12] Accepted			
	do		[4] 33	do	13,239	10-27-72		4-27-73	17.91	30.0	RI70-781.
RI73-96	Phillips Petroleum Co	18	[5] 68	Northern Natural Gas Co. (Andrews, Spraberry and Benedum Plants, Andrews, Midland and Upton Counties, Tex., Permian Basin).	19,744	10-24-72		4-24-73	[6] 28.3055	31.4645	
RI73-97	Cities Service Oil Co	219	3	El Paso Natural Gas Co. (Toro Field, Reeves County, Tex.) (Permian Basin).	50,190	10-26-72		1-2-73	17.5656	18.5694	RI72-140.
RI73-98	Phillips Petroleum Co	438	3	El Paso Natural Gas Co. Lusk Plant, Lusk Field, Lea County, N. Mex.) (Permian Basin).	52,299	10-24-72		1-2-73	[7] 18.7962	[7] 19.9662	RI68-529.
RI73-99	Skelly Oil Co	265	1	El Paso Natural Gas Co. (Cedar Canyon Unit, Eddy County, N. Mex.) (Permian Basin).	64,093	10-24-72		1-2-73	[8] 18.7250	[8] 19.7950	RI68-529.
					230,400	10-24-72		4-24-73	[2] [9] 27.0	[2] 35.0	
RI73-100	Mobil Oil Corp	448	3	Transwestern Pipeline Co. (Rock Tank Field, Eddy County, N. Mex., Permian Basin).	753	10-26-72		1-2-73	17.2564	18.3031	RI71-922.
RI73-101	Phillips Petroleum Co	492	3	El Paso Natural Gas Co. (James Ranch Area, Eddy County, N. Mex., Permian Basin).	297	11-1-72		5-2-73	[2] 30.0	[2] 30.35	RI72-167.
	do	483	[10] 5	El Paso Natural Gas Co. (Judkins Area, Ector and Crane Counties, Tex., Permian Basin).	27,683	11-1-72		6-1-73	[2] [11] 27.0	[2] [9] 31.0	
RI73-102	Gulf Oil Corp	379	3	El Paso Natural Gas Co. (Midway Lane Field, Crockett County, Tex.) (Permian Basin).	954	10-30-72		1-2-73	17.5656	18.5694	RI69-330.
	do	402	6	Transwestern Pipeline Co. (Rock Tank Morrow Field, Eddy County, N. Mex.) (Permian Basin).	19,950	10-30-72		1-2-73	[12] 17.55	[12] 18.60	RI70-1642. RI70-212.
RI73-103	Marathon Oil Co	107	3	do	488	10-30-72		1-2-73	17.718	18.6394	RI70-785.
RI73-104	Phillips Petroleum Co	306	8	Northern Natural Gas Co. (Emperor Field, Winkler County, Tex.) (Permian Basin).	60,730	10-30-72		1-2-73	18.0675	19.0713	RI68-528.

*Unless otherwise stated, the pressure base is 14.65 p.s.i.a.
[1] Subject to treating charge up to a maximum of 4.5 cents per Mcf.
[2] Subject to B.t.u. adjustment.
[3] Contract amendment.
[4] Applicable only to gas sold under Supplement No. 32.
[5] Applicable only to production from acreage dedicated by Supplement No. 67.
[6] Initial rate authorized by temporary certificate issued Oct. 6, 1972.
[7] Applicable to residue derived from new gas well gas.
[8] Applicable to residue not derived from new gas well gas.
[9] Subject to 2.5 cents per Mcf charge by buyer for transporation, compression and treating.
[10] Applicable only to production from acreage covered by Supplement No. 4.
[11] Initial rate authorized by temporary certificate issued May 31, 1972.
[12] Includes 0.1 cents per Mcf reduction for dehydration by buyer.
[13] Accepted for filing to be effective on the date shown in the "Effective Date" column.

APPENDIX A

The proposed increases of Atlantic Richfield Co. under its FPC Gas Rate Schedule Nos. 615 and 654, Amoco Production Co. under its FPC Gas Rate Schedule No. 110, Phillips Petroleum Co. under its FPC Gas Rate Schedule Nos. 18, 492 and 483 and Skelly Oil Co. under its FPC Gas Rate Schedule No. 265 exceed the rate limit for a 1-day suspension and therefore are suspended for 5 months from the expiration of the statutory notice period or the contractual effective date, whichever is later.

The other increases involved here do not exceed the corresponding rate filing limitation imposed in Southern Louisiana and therefore are suspended for one day from the expiration of the 60-day notice period or the contractual effective date, whichever is later.

The producers' proposed increased rates and charges exceed the applicable area price levels for increased rates as set forth in the Commission's Statement of General Policy No. 61–1, as amended (18 CFR 2.56).

CERTIFICATION OF ABBREVIATED SUSPENSION

Pursuant to § 300.16(i)(3) of the Price Commission Rules and Regulations, 6 CFR 300 (1972), the Federal Power Commission certifies as to the abbreviated suspension period in this order as follows:

(1) This proceeding involves producer rates which are established on an area rather than company basis. This practice was established by Area Rate Proceeding, Docket No. AR61–1, et al., Opinion No. 468, 34 FPC 159 (1965), and affirmed by the Supreme Court in Permian Basin Area Rate Case, 390 U.S. 747 (1968). In such cases as this, producer rates are approved by this Commission if such rates are contractually authorized and are at or below the area ceiling.

(2) In the instant case, the requested increases do not exceed the ceiling rate for a 1-day suspension.

(3) By Order No. 423 (36 F.R. 3464) issued February 18, 1971, this Commission determined as a matter of general policy that it would suspend for only 1 day a change in rate filed by an independent producer under section 4(d) of the Natural Gas Act [15 U.S.C. 717c(d)] in a situation where the proposed rate exceeds the increased rate ceiling, but does not exceed the ceiling for a 1-day suspension.

(4) In the discharge of our responsibilities under the Natural Gas Act, this Commission has been confronted with conclusive evidence demonstrating a natural gas shortage. (See Opinion Nos. 595, 598, and 607, and Order No. 435.) In these circumstances and for the reasons set forth in Order No. 423 the Commission is of the opinion in this case that the abbreviated suspension authorized herein will be consistent with the letter and intent of the Economic Stabilization Act of 1970, as amended, as well as the rules and regulations of the Price Commission, 6 CFR 300 (1972). Specifically, this Commission is of the opinion that the authorized suspension is required to assure continued, adequate and safe service and will assist in providing for necessary expansion to meet present and future requirements of natural gas.

[FR Doc.72-20539 Filed 11-30-72;8:45 am]

[Docket No. E-7798]

CENTRAL VERMONT PUBLIC SERVICE CORP.

Notice of Filing of Change in Rates

NOVEMBER 27, 1972.

Take notice that on November 1, 1972, Central Vermont Public Service Corp. filed with the Commission in the above docket a proposed increase in rates for electric utility service to its wholesale customers. Central Vermont states that the proposed new rate, designated R–1, produces an increase in wholesale revenues over the currently effective rate of $278,000 on a 1971 test-year basis. The company has introduced into proposed rate R–1 a delivery point charge and has updated the fuel cost adjustment clause factors to a 1971 basis. Central Vermont requests the proposed increase in rates be made effective on January 1, 1973.

Copies of the subject rate filing were mailed by Central Vermont to the customers affected, to the Vermont Public Service Board, and to the New Hampshire Public Utilities Commission.

Any person desiring to be heard with reference to Central Vermont's proposed rate changes in this docket should file a petition to intervene or protest with the Federal Power Commission, Washington, D.C. 20426, in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All such petitions or protests should be filed on or before December 18, 1972. All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to the proceeding must file a petition to intervene in accordance with the Commission's rules. Central Vermont's rate increase application is on file with the Commission and available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-20646 Filed 11-30-72;8:50 am]

[Project Nos. 263, 301—Colorado]

COLORADO

Order Partially Vacating Land Withdrawals

NOVEMBER 27, 1972.

Application has been filed by the Bureau of Land Management, Department of the Interior, on behalf of Fay F. DeBerard of Kremmling, Colo., for vacation of the land withdrawals for Project Nos. 263 and 301, insofar as they pertain to lot 8 (SW¼NE¼) of sec. 1, T. 1 N., R. 80 W., Sixth Principal Meridian, Colorado, thereby requiring Commission consideration under section 24 of the Federal Power Act. This order also pertains to certain other lands withdrawn for Project Nos. 263 and 301. The subject lands, totaling about 11,537.30 acres, are described in the attached Land List.

The subject lands lie within the formerly proposed Kremmling Reservoir site on the Colorado River and are withdrawn pursuant to the filing by William J. Barker, on November 14, 1921, of an application for preliminary permit for Project No. 263 and the filing, on April 17, 1922, by Clare Stannard, of an application for preliminary permit for Project No. 301. A notice of land withdrawal for Project No. 263 was sent to the General Land Office (now Bureau of Land Management) by letter dated January 23, 1922. A notice of land withdrawal was not sent for Project No. 301 because the boundary for this project was identical to the boundary for Project No. 263.

Project Nos. 263 and 301 proposed development of the Kremmling Reservoir site by the construction of a 230-foot-high dam across the Colorado River at the upper end of Gore Canyon; however, the proceedings for these projects ended without the filing of an application for license.

Development of the Kremmling Reservoir site as proposed in Project Nos. 263 and 301 is no longer considered feasible because of (1) numerous improvements within the reservoir site, including the town of Kremmling, U.S. Highway No. 40 and the main line of the Denver and Rio Grande Western Railroad and (2) upstream diversions to the east slope of the Continental Divide. Current plans contemplate construction of a low diversion structure rather than a high dam at this site. All of the subject lands lie beyond the limits of the potential low diversion development.

The Commission finds:

The withdrawals for Project Nos. 263 and 301, insofar as they pertain to the subject lands, no longer serve a useful purpose and should be vacated.

The Commission orders:

The withdrawals for Project Nos. 263 and 301, insofar as they pertain to the subject lands, are hereby vacated.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

LAND LIST

SIXTH PRINCIPAL MERIDIAN, COLORADO

T. 1 N., R. 78 W.,
Sec. 7, N½ of lot 3;
Sec. 18, S½NE¼.
T. 1 N., R. 79 W.,
Sec. 6, lots 1, 2, 7, SW¼NE¼, E½SW¼, S½SE¼;
Sec. 7, lots 1, 2, W½NE¼, E½NW¼;
Sec. 8, N½N½;
Sec. 9, S½NE¼, SW¼NW¼;
Sec. 10, SW½NW¼;
Sec. 11, S½SW¼;
Sec. 12, SW¼NE¼, SW¼NW¼, NE¼SE¼;
Sec. 14, N½NW¼;
Sec. 15, N½NE¼, NW¼NW¼;
Sec. 17, NE¼, NE¼NW¼, S½NW¼, N½SW¼;
Sec. 18, lots 1, 3, 4.
T. 2 N., R. 79 W.,
Sec. 30, E½NE¼;
Sec. 31, SE¼SE¼.
T. 1 S., R. 80 W.,
Sec. 4, NW¼NW¼, NE¼SW¼;
Sec. 5, lots 6, 12, 14, SE¼NW¼, N½SW¼, SE¼SW¼;
Sec. 6, lot 2, SW¼NE¼, NE¼SE¼;
Sec. 8, lots 3, 4, 6, E½SE¼;
Sec. 9, lots 2, 5, W½E½;
Sec. 17, E½E½;
Sec. 21, lot 4;
Sec. 28, lots 3, 5, SE¼NE¼, NW¼NW¼, SE¼NW¼, E½SW¼;
Sec. 33, lot 3, SE¼NE¼, NE¼NW¼.

T. 1 N., R. 80 W.,
Sec. 1, lot 4, SW¼NE¼, S½NW¼, N½SW¼;
Sec. 2, N½SE¼, SW¼SE¼;
Sec. 4, SW¼NE¼, S½NW¼, SW¼, W½SE¼;
Sec. 5, lots 1, 2, S½NE¼, SW¼SW¼, N½SE¼;
Sec. 6, lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, NW¼SE¼, S½SE¼;
Sec. 7, lot 1, NE¼, E½NW¼;
Sec. 8, NW¼;
Sec. 9, W½NE¼, NW¼, N½SW¼, SE¼SW¼, SE¼;
Sec. 10, E½NE¼, SE¼;
Sec. 11, NW¼NW¼, S½NW¼;
Sec. 12, SE¼NE¼;
Sec. 13, SE¼;
Sec. 15, N½NE¼, NW¼, S½S½;
Sec. 19, lot 4, SE¼SW¼, S½SE¼;
Sec. 20, S½NE¼, SE¼NW¼, NE¼SW¼, N½SE¼, SW¼SE¼;
Sec. 21, N½NE¼, S½NW¼, W½SW¼;
Sec. 22, NW¼NE¼, N½NW¼;
Sec. 24, W½NE¼, NE¼SW¼;
Sec. 28, NW¼NW¼, SE¼SW¼;
Sec. 29, W½W½;
Sec. 30, lot 1, NE¼, NE¼NW¼, NE¼SE¼, S½SE¼;
Sec. 31, N½NE¼;
Sec. 32, E½NE¼, N½NW¼, SW¼NW¼, NE¼SE¼;
Sec. 33, W½.
T. 2 N., R. 80 W.,
Sec. 7, lots 1, 2, 3, SE¼NW¼, E½SW¼;
Sec. 18, lots 3, 4, E½NW¼, NE¼SW¼;
Sec. 19, lots 1, 2, 3, 4;
Sec. 31, lots 1, 2, E½NW¼, SE¼SE¼.
T. 1 N., R. 81 W.,
Sec. 1, lots 1, 2, 3, 4, S½N½, E½SE¼;
Sec. 23, NE¼SE¼;
Sec. 24, N½SW¼, SE¼.
T. 2 N., R. 81 W.,
Sec. 1, lots 2, 3, SW¼NE¼, SE¼NW¼, E½SW¼, W½SE¼;
Sec. 13, NW¼SW¼, S½SW¼;
Sec. 24, E½NW¼, SW¼, SE¼SE¼;
Sec. 25, E½NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼.

Approximately 11,537.30 acres.

[FR Doc.72-20693 Filed 11-30-72;8:54 am]

[Docket No. E-7734]

MID-CONTINENT AREA POWER POOL AGREEMENT

Order Accepting Rate Schedule for Filing, Granting Petitions To Intervene and Setting Matters for Hearing; Correction

NOVEMBER 14, 1972.

In the Order accepting rate schedules for filing, granting petitions to intervene and setting matters for hearing, issued September 26, 1972, and published in the FEDERAL REGISTER September 30, 1972 (37 F.R. 20595):

1. Change "Effective Date: August 27, 1972" to "Effective Date: December 1, 1972."

2. Change FPC Rate Schedule for Iowa-Illinois Gas and Electric Company from No. "32" to No. "33."

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-20692 Filed 11-30-72;8:54 am]

[Docket No. CI73-374]

MONSANTO CO. ET AL.

Notice of Application

NOVEMBER 28, 1972.

Take notice that on November 21, 1972, Monsanto Co., 1300 Post Oak Tower, 5051 Westheimer, Houston TX 77027, filed in Docket No. CI73-374 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to United Gas Pipe Line Co. from the Bear Creek Field, Bienville Parish, La., all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant proposes to sell approximately 22,500 Mcf of gas per month for 1 year at 35 cents per Mcf at 15.025 p.s.i.a. within the contemplation of § 2.70 of the Commission's general policy and interpretations (18 CFR 2.70). Applicant states that the proposed sale is a renewal of the sale heretofore authorized in Docket No. CI72-136.

It appears reasonable and consistent with the public interest in this case to prescribe a period shorter than 15 days for the filing of protests and petitions to intervene. Therefore, any person desiring to be heard or to make any protest with reference to said application should on or before December 8, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72-20691 Filed 11-30-72;8:53 am]

[Dockets Nos. CS73-398, CS73-399]

OKLAHOMA NATURAL DEVELOPMENT CORP. AND OKLAHOMA NATURAL GAS CO.

Notice of Applications

NOVEMBER 27, 1972.

Take notice that on November 13, 1972, Oklahoma Natural Development Corp. and Oklahoma Natural Gas Co., Post Office Box 871, Tulsa, OK 74102, filed in Dockets Nos. CS73-398 and CS73-399, respectively, applications pursuant to section 7(c) of the Natural Gas Act and § 157.40 of the regulations thereunder (18 CFR 157.40) for small producer certificates of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce, all as more fully set forth in the applications which are on file with the Commission and open to public inspection.

Applicant in Docket No. CS73-399 states that it owns completely Applicant in Docket No. CS73-398, Oklahoma Natural Gas Gathering Corp., and Zenith Natural Gas Co. and that its jurisdictional sales at 14.65 p.s.i.a. during the preceding calendar year, excluding those to Oklahoma Natural Gas Gathering Corp., were subsidiaries: Applicant in Docket No. CS73-398 states that it made no jurisdictional sales during the preceding year.

Applicants state that Applicant in Docket No. CS73-399 has six operating subsidiaries: Applicant in Docket No. CS73-398, Oklahoma Natural Gas Gathering Corp., Zenith Natural Gas Co., Oklahoma Natural Gas Transmission Co., Oklahoma Natural Gas Storage Co., and Thermal Systems, Inc. The applications relate, inter alia, that (1) Oklahoma Natural Gas Gathering Corp. purchases gas from producers in Oklahoma, transports gas to Cities Service Gas Co. in Oklahoma, and sells gas to Applicant in Docket No. CS73-399 for resale in Oklahoma; (2) Oklahoma Natural Gas Transmission Co. purchases, transports, and sells gas to Applicant in Docket No. CS73-399 in Oklahoma; (3) Zenith Natural Gas Co. purchases gas in Kansas, delivers gas in Kansas to Applicant in Docket No. CS73-399 for resale in Kansas, exchanges gas with Cities Service Gas Co. for redelivery to Applicant in Docket No. CS73-399 in Oklahoma, and sells gas to Applicant in Docket No. CS73-399 in Oklahoma; (4) Oklahoma Natural Gas Storage Co. operates the Sayre storage area in Oklahoma and leases part of the capacity thereof to Natural Gas Pipeline Company of America; (5) Thermal Systems, Inc., operates heating, cooling, and food warehouse facilities in Oklahoma;

(6) Applicant in Docket No. CS73–398 owns producing oil and gas wells in Texas; and (7) Applicant in Docket No. CS73–399 distributes natural gas solely within Oklahoma.

Section 157.40 of the regulations under the Natural Gas Act defines a small producer as an independent producer who is not affiliated with a natural gas pipeline company and whose total jurisdictional sales on a nationwide basis, together with such sales of affiliated producers, are not in excess of 10 million Mcf at 14.65 p.s.i.a. during any calendar year. Affiliated producers are those who, directly or indirectly, control, are controlled by, or are under common control with the applicant producer.

Applicant in Docket No. CS73–399 requests that a small producer certificate be granted which excludes sales to Oklahoma Natural Gas Gathering Corp., Zenith Natural Gas Co., and any other jurisdictional purchaser that may be created in the future that is affiliated with Applicant in Docket No. CS73–399 or any of its subsidiaries. Applicant in Docket No. CS73–398 requests that a small producer certificate be granted which excludes sales to Oklahoma Natural Gas Gathering Corp., Zenith Natural Gas Co., and any other jurisdictional purchaser that may be created in the future by Applicant in Docket No. CS73–399 that is affiliated with Applicant in Docket No. CS73–398. As justification for being entitled to small producer certificates notwithstanding their affiliations, Applicants cite the "localized and restricted nature of the operations of Zenith and Gathering" and as precedent they cite orders issued February 29, 1972, in "Westrans Petroleum, Inc.," Docket No. CS71–470, and August 28, 1972, in "Horizon Oil & Gas Co. of Texas (Operator), et al.," Docket No. CS72–456, et al.

Any person desiring to be heard or to make any protest with reference to said applications should on or before December 18, 1972, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, hearings will be held without further notice before the Commission on these applications if no petitions to intervene are filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificates is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.72–20694 Filed 11–30–72;8:54 am]

[Docket No. E–7795]

PHILADELPHIA ELECTRIC CO.

Order Suspending Proposed Rate Schedule, Providing for Hearing, Denying Motion To Reject, Granting Motion To Require Filing of Contract, and Permitting Intervention

NOVEMBER 22, 1972.

Philadelphia Electric Co. (Philadelphia), on October 24, 1972, tendered for filing a rate schedule applicable to electric service to the Borough of Lansdale, Pa. (Lansdale) in excess of the 8,000 kw. demand currently being provided Lansdale under a contract dated March 20, 1964, currently on file as Philadelphia's Rate Schedule FPC No. 24. The newly filed rate schedule is not contractual in form. Philadelphia requests an effective date of September 1, 1972.

Philadelphia states that on November 12, 1971, it entered into a contract with Lansdale which provided for full requirements service up to 29,000 kw. (designated Rate Schedule FPC No. 37) together with a facilities agreement establishing new and enlarged delivery points for the service; that this contract and Supplement No. 1 thereto, consisting of a rate increase thereunder, were rejected by order of the Commission issued August 31, 1972, in Docket No. E–7726. The company states that the facilities necessary for the enlarged service to Lansdale were energized as of July 26, 1972, and that because of the rejection of the November 12, 1971, contract Philadelphia is presently serving Lansdale under the preexisting contract of March 24, 1964, as referred to above. Philadelphia says that the latter contract provides for service only up to a demand 8,000 kw. and that since September, 1972, Lansdale has required service in excess of 8,000 kw. demand, and that its requirements are growing as Lansdale continues to transfer load from its own generation to the enlarged facilities of Philadelphia.

The company says that it is necessary and proper to permit the tendered rate schedule to become effective retroactively, as of September 1, 1972, because there has been no contract or tariff on file for the enlarged service to Lansdale since the issuance of the Commission's August 31, 1972 order and because the rates contained in the newly filed rate schedule are substantially less than just and reasonable. Philadelphia says that upon termination, of the March 20, 1964, contract the newly tendered rate schedule will provide a rate for all service rendered to Lansdale.

Lansdale, on November 15, 1972, filed a motion to reject Philadelphia's filing, a motion to require filing of the November 12, 1971, contract, a protest, and a petition to intervene, all contained in one document. Lansdale contends and argues that: (1) the new filing violates the 5-year fixed term contract of November 12, 1971, which was conclusively recognized as controlling the relationship between Philadelphia and Lansdale in the Commission's order of August 31, 1972 in Docket No. E–7726; (2) the Commission should order Philadelphia to comply with section 205(c) of the Federal Power Act and Section 35.1(a) of the Commission's Regulations by filing the November 12, 1971, contract with the Commission as the proper rate schedule governing service between the parties; (3) in the alternative, if the filing is not rejected the Commission should suspend the proposed rate schedule for 5 months for the reason that it is unjust, unreasonable, unduly discriminatory and in violation of sections 205 (a) and (b) of the Federal Power Act, deny a September 1, 1972, effective date as outside the scope of the Commission's authority, set the matter for hearing, and permit Lansdale to intervene as a party.

Our review of the filing and Lansdale's motion to reject indicates that Lansdale has not shown sufficient grounds for rejection. With respect to Lansdale's contention that Philadelphia should be ordered to file the November 12, 1971 contract with the Commission as the proper rate schedule governing service between the parties we indicated in our order of August 31, 1972, in which we rejected that contract, that it is our intention in future cases involving new fixed rate contracts to scrutinize the provisions of each contract in order to determine whether it is in the public interest. It is stated in the filing that Lansdale has required service substantially in excess of 8,000 kw. demand and that its requirements are increasing. The March 24, 1964, contract, Philadelphia's Rate Schedule FPC No. 24, provides for service to Lansdale up to 8,000 kw. Under these circumstances we believed it is appropriate to require Philadelphia to submit the November 12, 1971, contract to the Commission in order for us to determine whether such contract is in the public interest in light of the circumstances of this case.

Review of the filing indicates that certain issues are raised which require development in evidentiary proceedings. The proposed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful. In view of the fact that Philadelphia has been rendering service to Lansdale in excess of 8,000 kw., we do not believe that a 5 months suspension is justified under the Federal Power Act and we will therefore suspend Philadelphia's proposed rate schedule for 1 day.

Since our review of the filing was completed within 30 days from the filing date

we will waive the 60-day filing requirement provided in § 35.13(4)(1) of the Commission's Regulations under the Federal Power Act.

The Commission finds:

(1) It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Federal Power Act that the Commission enter upon a hearing concerning the lawfulness of the rates and charges contained in the proposed rate schedule tendered for filing by Philadelphia on October 24, 1972, and the provisions of the aforesaid November 12, 1971, contract, and that the said filing be suspended as hereinafter provided.

(2) The disposition of this proceeding should be expedited in accordance with the procedure set forth below.

(3) The placing of the proposed rates into effect, after suspension, subject to refund with interest while pending Commission determination as to their justness and reasonableness, is consistent with the purposes of the Economic Stabilization Act of 1970, as amended.

(4) Participation of the Borough of Lansdale in this proceeding may be in the public interest.

The Commission orders:

(A) Philadelphia shall submit to the Commission the contract with Lansdale dated November 12, 1971, to become effective on November 25, 1972, for the purpose stated herein.

(B) Pursuant to the authority of the Federal Power Act, particularly section 205(e) thereof, the Commission's rules of practice and procedure, and the regulations under the Federal Power Act (18 CFR Ch. 1), a public hearing shall be held in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, DC 20426, concerning the lawfulness of the rates, charges, classifications, and services contained in Philadelphia's rate schedule tendered on October 24, 1972, and its contract with Lansdale dated November 12, 1971, as hereinafter provided.

(C) Pending such hearing and a final decision in this proceeding Philadelphia's rate schedule tendered on October 24, 1972, is suspended and the use thereof deferred until November 25, 1972.

(D) Philadelphia shall file its case in chief in support of its proposed rates, on or before January 26, 1973. Intervenors and staff evidence shall be served on or before February 28, 1973. Philadelphia's rebuttal evidence, if any, shall be served on or before March 16, 1973. Cross examination of all witnesses shall commence on April 3, 1973, at 10 a.m., e.s.t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, DC 20426.

(E) Lansdale's motion to reject Philadelphia's filing tendered on October 24, 1972, is denied.

(F) The Borough of Lansdale is hereby permitted to intervene in this proceeding subject to the rules and regulations of the Commission: *Provided, however,* That the participation of Lansdale shall be limited to matters affecting rights and interests specifically set forth in its petition to intervene: *And provided further,* That the admission of Lansdale shall not be construed as recognition that Lansdale might be aggrieved because of any order or orders issued by the Commission in this proceeding.

(G) The filing requirements provided in § 35.13(4)(i) of the Commission's regulations under the Federal Power Act are waived.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

[FR Doc.72-20647 Filed 11-30-72;8:50 am]

[Docket No. E-7797]

SOUTHWESTERN ELECTRIC POWER CO.

Notice of Filing of Notice of Cancellation

NOVEMBER 27, 1972.

Take notice that on October 25, 1972, Southwestern Electric Power Co. filed herein a notice of cancellation of contract No. 14-02-001-782 between Southwestern and the United States of America (the Bentonville contract) covering electric utility service provided to the city of Bentonville, Ark. Southwestern proposes that the notice of cancellation become effective on January 15, 1973.

Any person desiring to be heard with reference to Southwestern's proposed notice of cancellation in this docket should file a petition to intervene or protest with the Federal Power Commission, Washington, D.C. 20426, in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All such petitions or protests should be filed on or before December 20, 1972. All protests filed with the Commission will be considered by it in determining the appropriate action to be taken, but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to the proceeding must file a petition to intervene in accordance with the Commission's rules. Southwestern's notice of cancellation is on file with the Commission and available for public inspection.

KENNETH F. PLUMB, *Secretary.*

[FR Doc.72-20645 Filed 11-30-72;8:49 am]

FEDERAL RESERVE SYSTEM

ALABAMA BANCORPORATION

Acquisition of Bank

Alabama Bancorporation, Birmingham, Ala., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares (less directors' qualifying shares) of the successor by merger to Bank of Sulligent, Sulligent, Ala. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (122 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Atlanta. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than December 25, 1972.

Board of Governors of the Federal Reserve System, November 27, 1972.

[SEAL] MICHAEL A. GREENSPAN, *Assistant Secretary of the Board.*

[FR Doc.72-20627 Filed 11-30-72;8:48 am]

ATLANTIC BANCORPORATION

Order Denying Acquisition of Bank

Atlantic Bancorporation, Jacksonville, Fla., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire not less than 80 percent of the voting shares of Bank of New Smyrna, New Smyrna Beach, Fla. (Bank).

Notice of receipt of the application has been given in accordance with section 3(b) of the Act and the time for filing comments and views has expired. The Board has considered the application and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant controls 22 banks with aggregate deposits of about $740 million, representing 4.6 percent of the total commercial bank deposits in the State, and is the fifth largest banking organization and bank holding company in Florida. (All banking data are as of December 31, 1971, and reflect bank holding company formations and acquisitions approved by the Board through October 31, 1972.) Applicant's acquisition of Bank ($24.1 million in deposits) would not represent a significant increase in Applicant's share of total deposits in the State.

Applicant presently controls two banks in the Daytona Beach banking market, approximated by Daytona Beach and the coastal area of Volusia County, and holds 19.4 percent of total market deposits. Bank, the largest of two banks in New Smyrna Beach, also competes in this banking market and controls 9.5 percent of total market deposits. If this application were approved, Applicant would become the largest banking organization in the market and would control 28.9 percent of total deposits.

Although Bank and Applicant's Daytona Beach subsidiaries are 15 miles apart and separated by the Halifax River, numerous bridges connect Daytona Beach with the coastal portions of Volusia County and make both areas equally accessible to area residents. The Daytona Beach banking market is highly concentrated with 75 percent of total market deposits being held by the four largest banking organizations; approval of this application would aggravate this already high level of concentration. Bank is the second largest independent

bank in the market. It is especially attractive as a potential affiliate of a bank holding company making its initial entry into the area.

The acquisition of Bank by a banking organization not presently represented in the Daytona Beach market would have a salutary effect on the existing high degree of deposit concentration present in this market. The Board concludes, therefore, that the competitive factors relating to this application are adverse; that consummation of the proposed transaction would (1) eliminate some existing competition between Applicant's Daytona Beach subsidiaries and Bank; (2) eliminate a banking alternative in this concentrated market; (3) increase deposit concentration among the four largest organizations from 74.9 percent to 84.4 percent of total deposits in the Daytona area; and, most importantly, (4) remove Bank as a potential means of entry by other organizations not presently represented in this market. Accordingly, competitive considerations require denial of this application unless the anticompetitive effects of the proposal are outweighed by benefits to the public in meeting the convenience and needs of the communities to be served.

The financial condition and managerial resources and future prospects of Applicant and its subsidiary banks appear generally satisfactory. The financial condition and managerial resources of Bank are considered to be generally satisfactory, and prospects for its future growth and development are favorable; its deposits increased nearly 53 percent from 1967 to 1971. Thus, banking factors are consistent with approval but provide no significant support for such action.

The banking needs of the residents of the Daytona Beach area appear to be adequately served at the present time by existing facilities; four of the five largest banking institutions in the State have banks in the relevant market. Consummation of the proposed transaction would have little impact on the convenience and needs of banking customers in the area since Applicant proposes no new service not already being offered by other area banks. Accordingly, considerations relating to the convenience and needs of the communities to be served do not outweigh the adverse competitive effects of the proposal. It is the Board's judgment that consummation of the proposed acquisition would not be in the public interest and the application should be denied.

On the basis of the record, the application is denied for the reasons summarized above.

By order of the Board of Governors,[1] effective November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20628 Filed 11-30-72;8:48 am]

[1] Voting for this action: Chairman Burns and Governors Robertson, Brimmer, Sheehan, and Bucher. Absent and not voting: Governors Mitchell and Daane.

CHARTER NEW YORK CORP.

Order Approving Acquisition of Bank

Charter New York Corp., New York, N.Y., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares (less directors' qualifying shares) of the successor by merger to the First National Bank of Moravia, Moravia, N.Y. (Bank). The bank into which Bank is to be merged has no significance except as a means to facilitate the acquisition of the voting shares of Bank. Accordingly, the proposed acquisition of shares of the successor organization is treated herein as the proposed acquisition of the shares of Bank.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant, the eighth largest banking organization in New York, controls 11 banks with aggregate deposits of $4.9 billion representing 5.2 percent of the total domestic deposits of commercial banks in the State. (Banking data are as of June 30, 1972, with the exception of data for the Auburn market which are as of June 30, 1970, and reflect holding company formations and acquisitions approved through October 31, 1972). Consummation of the proposed acquisition of Bank, with deposits of $17.3 million, would increase Applicant's share of commercial bank deposits within the State only minimally, would not change its statewide ranking, and would not result in a significant increase in the concentration of banking resources in New York.

Bank, the third largest of six banks represented in the Auburn area controls 15.4 percent of market deposits.[1] Four of the six banks are affiliated with holding companies including the two largest which control 67 percent of market deposits. Applicant's closest subsidiary to Bank is in Syracuse, and the nearest offices of these two banks are 29 miles apart. Although Applicant's subsidiary closest to Bank derives some loans from Bank's service area, the bulk of these represent loan participations with Bank or sale of loans from Bank. It appears that no meaningful existing competition would be eliminated by consummation of the proposal. Further, it appears unlikely that significant future competition between Bank and Applicant's subsidiaries would be eliminated by consummation of the proposal in light of the distances separating Applicant's subsidiaries and Bank, and the orientation of Applicant's closest subsidiary to Bank to the Syracuse market. While Applicant could enter the market by establishment of a de novo bank, such entry does not appear to be particularly attractive. Thus, competitive considerations are consistent with approval.

The financial and managerial resources and future prospects of Applicant and its subsidiary banks appear to be satisfactory. Applicant will provide Bank with needed financial resources and managerial expertise and is committed to adding $265,000 to Bank's equity capital. In addition to the increase in equity capital, affiliation with Applicant will enable Bank to better serve its customers by offering new services. Although the services, such as a check credit plan, no-passbook savings accounts, and electronic data processing services, are available elsewhere in the market, Bank will be an alternative source of such services. Thus, banking factors support approval and considerations related to the convenience and needs of the communities involved also lend some weight for approval. It is the Board's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of New York pursuant to delegated authority.

By order of the Board of Governors,[2] effective November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20631 Filed 11-30-72;8:48 am]

[1] The Auburn market includes all of Cayuga County.

EXCHANGE INTERNATIONAL CORP.

Order Approving Formation of Bank Holding Company

Exchange International Corp., Chicago, Ill., has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of formation of a bank holding company through acquisition of 100 percent of the voting shares (less directors' qualifying shares) of the successor by merger to the Exchange National Bank of Chicago, Chicago, Ill. (Exchange Bank). The bank into which Exchange Bank is to be merged has no significance except as a means to facilitate the acquisition of all voting shares of Exchange Bank. Accordingly, the proposed acquisition of the successor organization is treated herein as the proposed acquisition of Exchange Bank.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given

[2] Voting for this action: Chairman Burns and Governors Robertson, Mitchell, Daane, Brimmer, Sheehan, and Bucher.

in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant is a nonoperating corporation formed for the express purpose of acquiring Exchange Bank which has aggregate deposits of $328.4 million. (All banking data are as of December 31, 1971.) Since Applicant has no present operations or subsidiaries, it appears that consummation of the proposal would not significantly affect existing or potential competition, nor have an adverse effect on other banks in the area. Therefore competitive considerations are consistent with approval of the application.

The financial condition of Applicant, its management, and future prospects are dependent on those same conditions in Exchange Bank. The management of Exchange Bank is considered to be capable, and its financial condition is deemed to be generally satisfactory in view of Applicant's commitment to inject additional equity capital into the bank within the next 12 months. Prospects for Applicant and Exchange Bank are favorable, and banking factors are, therefore, consistent with approval of the application. The consummation of this proposed formation is not expected to provide any immediate benefits to the community. However, the expanded and improved services, which are planned under the more flexible corporate structure, would ultimately benefit the public. Considerations relating to the convenience and needs of the community to be served are consistent with, and lend some weight toward, approval of the application. It is the Board's judgment that the transaction would be in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Chicago pursuant to delegated authority.

By order of the Board of Governors,[1] effective November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20630 Filed 11-30-72;8:48 am]

FIRST NATIONAL FINANCIAL CORP.

Acquisition of Bank

First National Financial Corp., Kalamazoo, Mich., has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent of the voting shares (less directors' qualifying shares) of the successor by merger to First National Bank of Holland, Holland, Mich., to be named Holland National Bank. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Chicago. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than December 25, 1972.

Board of Governors of the Federal Reserve System, November 27, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20629 Filed 11-30-72;8:48 am]

THIRD NATIONAL CORP.

Order Approving Acquisition of Bank

Third National Corp., Nashville, Tenn., a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire all of the voting shares (less directors' qualifying shares) of the successor by merger to the Merchants Bank, Cleveland, Tenn. (Bank). The bank into which Bank is to be merged has no significance except as a means to facilitate the acquisition of the voting shares of Bank. Accordingly, the proposed acquisition of shares of the successor organization is treated herein as the proposed acquisition of the shares of Bank.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant, the fourth largest banking organization in Tennessee, controls one bank, Third National Bank in Nashville, with deposits of $540.1 million representing 6.2 percent of the total commercial bank deposits in the State. (All banking data are as of December 31, 1971, unless otherwise indicated.) Consummation of the proposal herein would increase its proportion of State deposits by only .39 percent and accordingly would not result in a significant increase in the concentration of banking resources in Tennessee.

Bank ($33.2 million in deposits)[1] is the second largest of three independent banks located in the Bradley County banking market and holds approximately 34.6 percent of deposits in that area. Applicant's nearest subsidiary office to Bank is 175 miles to the north of Cleveland. The record indicates that there is no significant existing competition between Bank and Applicant and, further, that it is unlikely that such competition would develop in the future in view of the distances involved, the many intervening banks, and the restrictive branching laws of Tennessee. The Board notes that Applicant's proposed acquisition would represent its initial entry into the Bradley County market. On the basis of the record before it, the Board concludes that consummation of the proposal would not have an adverse effect on competition in any relevant area.

The financial and managerial resources of Applicant as well as Bank are generally satisfactory while that of Applicant's subsidiary is only fair. Future prospects of Applicant and its subsidiary are favorable and those of Bank are regarded as good. Although the banking needs of Bradley County appear adequately served at the present time, Applicant proposes to provide accounts receivable and factoring services and improve Bank's trust and data processing services. These considerations are consistent with approval. It is the Board's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transactions shall not be consummated (a) before the 30th calendar day following the effective date of this order or (b) later than 3 months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Atlanta pursuant to delegated authority.

By order of the Board of Governors,[2] effective November 22, 1972.

[SEAL] MICHAEL A. GREENSPAN,
Assistant Secretary of the Board.

[FR Doc.72-20632 Filed 11-30-72;8:48 am]

WYOMING BANCORPORATION

Proposed Acquisition of Greeley Finance Co. of Colorado

Wyoming Bancorporation, Cheyenne, Wyo., has applied, pursuant to section 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)(8)) and § 225.4(b)(2) of the Board's Regulation Y, for permission to acquire voting shares of Greeley Finance Co. of Colorado, Greeley, Colo., and thereby to indirectly acquire shares of the Greeley Finance Co. and the Fort Collins Finance Co., both of which are wholly-owned subsidiaries of Greeley Finance Co. of Colorado. Notice of the application was published on November 2, 1972, in The Greeley Daily Tribune, a newspaper circulated in Greeley, Colo.

Applicant states that the proposed subsidiary would engage in the activities

[1] Voting for this action: Chairman Burns and Governors Robertson, Mitchell, Daane, Brimmer, Sheehan, and Bucher.

[1] As of June 30, 1972.

[2] Voting for this action: Chairman Burns and Governors Robertson, Mitchell, Daane, Brimmer, Sheehan, and Bucher.

of making and purchasing consumer installment loans and dealer floor plan loans. Such activities have been specified by the Board in § 225.4(a) of Regulation Y as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b). Applicant further states that the proposed subsidiary would engage in the sale of credit life, health, and accident insurance to its consumer debtors, as well as collision insurance on the motor vehicles in which the subsidiary holds a security interest, and liability insurance, to its consumer debtors on extensions of credit secured by those motor vehicles. Under certain circumstances specified in the Board's interpretation (12 CFR 225.128) of § 225.4(a)(9) of Regulation Y, such activities may be permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Kansas City.

Any views or requests for hearing should be submitted in writing and received by the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, not later than December 21, 1972.

Board of Governors of the Federal Reserve System, November 24, 1972.

[SEAL] ELIZABETH L. CARMICHAEL,
Assistant Secretary of the Board.

[FR Doc.72-20597 Filed 11-30-72;8:45 am]

WYOMING BANCORPORATION

Acquisition of Banks and Insurance Agencies

Wyoming Bancorporation, Cheyenne, Wyo., has applied for the Board's approval under sections 3(a)(3) and 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3) and 1843(c)(8)) to acquire 80 percent or more of the voting shares of First State Bank, Cody, Wyo., and of First State Corporation, Cody, Wyo., and thereby indirectly acquire shares of The First National Bank of Meeteetse, Meeteetse, Wyo. First State Corporation does business as First State Insurance in Cody, Wyo., and as Linton Insurance Agency, in Meeteetse, Wyo. The factors that are considered in acting on the applications are set forth in sections 3(c) and 4(c)(8) of the Act (12 U.S.C. 1842(c) and 1843(c)(8)).

Notice of the application was published on August 23, 1972, in The Cody Enterprise, a newspaper circulated in Cody, Wyo.

Applicant states that the proposed subsidiary would engage in the operation of general insurance agencies on the premises of First State Bank and First National Bank of Meeteetse. Under certain circumstances specified in the Board's interpretation (12 CFR 225.128) of § 225.4(a)(9) of Regulation Y, such activities have been specified by the Board as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The applications may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Kansas City. Any person wishing to comment on the applications should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than December 21, 1972.

Board of Governors of the Federal Reserve System, November 24, 1972.

[SEAL] ELIZABETH L. CARMICHAEL,
Assistant Secretary of the Board.

[FR Doc.72-20598 Filed 11-30-72;8:45 am]

SECURITIES AND EXCHANGE COMMISSION

[812-3243]

COMMERCE FUND, INC. AND INDUSTRIES EXCHANGE FUND, INC.

Notice of Application for Order Exempting Certain Transactions

NOVEMBER 27, 1972.

Notice is hereby given that Commerce Fund, Inc. (Commerce) and Industries Exchange Fund, Inc. (Industries), 711 Polk Street, Houston, TX 77002, each of which is registered as a diversified, open-end management investment company under the Investment Company Act of 1940 (Act) (herein referred to collectively as the "Applicants"), have filed an application pursuant to section 17(b) of the Act for an order of the Commission exempting from the provisions of section 17(a) of the Act the proposed sale by Industries, and the acquisition by Commerce, of substantially all of the assets of Industries in exchange for shares of common stock of Commerce as more fully described below. All interested persons are referred to the application on file with the Commission for a statement of the representations contained therein, which are summarized below.

The same individuals who serve Commerce as directors also serve Industries as directors, and the officers of Industries hold the identical offices with Commerce. One of the directors, and all but one of the officers of Industries and Commerce, are employed by, or are officers and/or directors of, Funds, Inc., the investment adviser and principal underwriter for Commerce and the investment adviser for Industries. Accordingly, each of the Applicants may be deemed to be under common control, and therefore are affiliated persons of the other within the meaning of section 2(a)(3) of the Act.

Section 17(a) of the Act, as here pertinent, provides that it is unlawful for any affiliated person of a registered investment company, or any affiliated person of such an affiliated person, to sell to, or purchase from, such investment company any security or property unless the Commission, upon application pursuant to section 17(b), grants an exemption from the provisions of section 17(a) after finding that the terms of the proposed transaction are fair and reasonable and do not involve any overreaching on the part of any person concerned, that the proposed transaction is consistent with the policy of each registered investment company concerned, and that the proposed transaction is consistent with the general purposes of the Act.

Commerce and Industries have entered into an Agreement and Plan of Reorganization (the Agreement) which has been approved by the board of directors of both funds. The Agreement provides that substantially all of the net assets of Industries with a net value of approximately $7,930,820 at September 30, 1972, will be transferred to Commerce in exchange for shares of Commerce. These shares of Commerce will be distributed pro rata to the stockholders of Industries in liquidation of Industries and Industries will, thereafter, be dissolved. Fractional shares of Commerce common stock will be carried to the third decimal place. The number of shares of Commerce common stock to be transferred to Industries will be computed by dividing the net asset value of Industries, as adjusted in accordance with a formula set forth in the application to compensate for potential tax burdens of the surviving fund, after the sale of assets, that are attributable to differences between the two funds, prior to the sale of assets, in the proportions of their respective net assets consisting of realized and unrealized gains, by the net asset value per share of Commerce. If the transaction had taken place as of September 30, 1972, when the net asset value of the stock of Commerce was $10.18 per share, 784,258 shares of

Commerce would have been issued in exchange for the assets of Industries to be sold to Commerce. Commerce will assume no liabilities of Industries except as specified in the Agreement; such liabilities will be reflected in the computation of relative net asset values. The reorganization will be consummated only if it is approved by the holders of two-thirds of the outstanding voting securities of Industries.

Since the exchange is expected to be tax-free for Industries and its shareholders, Commerce's cost-basis for tax purposes of the assets to be acquired will be the same as Industries', rather than the price actually paid.

The Applicants represent that the proposed transactions are, in accordance with section 17(b), reasonable and fair and do not involve overreaching by any party concerned, are consistent with the investment policies of each party, and are consistent with the policies of the Act. Applicants point out that: (1) The exchange will be on the basis of respective net asset values, with a possible adjustment for realized and unrealized capital gains to apportion potential tax liabilities; (2) the consummation of the proposed transaction will eliminate the current duplication of certain expenses borne by the Applicants; and (3) the primary investment objectives of Commerce and of Industries are substantially the same.

Notice is further given that any interested person may, not later than December 22, 1972, at 5:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request, and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission should order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon Applicants at the address stated above. Proof of such service (by affidavit, or in case of an attorney at law, by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0-5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request a hearing, or advice as to whether a hearing is ordered, will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission, by the Division of Investment Company Regulation, pursuant to delegated authority.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72-20651 Filed 11-30-72;8:50 am]

[File No. 500-1]

INTERNATIONAL CONTROLS CORP.

Order Suspending Trading

NOVEMBER 24, 1972.

The common stock, $0.10 par value and warrants "A" of International Controls Corporation being traded on the American Stock Exchange and on the Pacific Coast Stock Exchange, pursuant to provisions of the Securities Exchange Act of 1934 and all other securities of International Controls Corporation being traded otherwise than on a national securities exchange; and

It appearing to the Securities and Exchange Commission that the summary suspension of trading in such securities on such exchanges and otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to sections 19(a)(4) and 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities on the above mentioned exchanges and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period from 10 a.m., e.s.t., on November 27, 1972 through 10 a.m., e.s.t., on November 30, 1972.

By the Commission.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72-20652 Filed 11-30-72;8:50 am]

[811-998]

INVESTORS CAPITAL EXCHANGE FUND, INC.

Notice of Application for Order Declaring That Company Has Ceased To Be an Investment Company

NOVEMBER 27, 1972.

Notice is hereby given that Constitution Fund, Inc. (Constitution), 99 High Street, Boston, MA 02110, a Massachusetts corporation registered as an open-end, diversified investment company under the Investment Company Act of 1940 (Act), has filed an application pursuant to section 8(f) of the Act on behalf of Investors Capital Exchange Fund, Inc. (Exchange), also registered as an open-end, diversified investment company under the Act. The application requests an order of the Commission declaring that Exchange has ceased to be an investment company as defined in the Act. All interested persons are referred to the application on file with the Commission for a statement of the representations made therein which are summarized below.

Section 8(f) of the Act provides, in pertinent part, that when the Commission, upon application, finds that a registered investment company has ceased to be an investment company, it shall so declare by order and upon the effectiveness of such order the registration of such company shall cease to be in effect.

Exchange was organized under the laws of Massachusetts on October 20, 1960, and registered under the Act on October 31, 1960. The application states that on January 13, 1972, at special meetings of shareholders of Exchange and of Constitution (which at that time, prior to a subsequent change of name to its present one, was named Constitution Exchange Fund, Inc.), an agreement and plan of merger providing for the merger of Exchange into Constitution was approved by a vote of two-thirds of the shares of common stock of each company. The application also states that on February 15, 1972, the effective date of the merger, Exchange was merged into Constitution and that Exchange terminated all its business activities and ceased to exist as a legal entity.

On such effective date, the application states, common stock of Exchange became converted into common stock of Constitution, provided, however, that dividends payable after the effective date to record holders who have not surrendered their certificates of Exchange are not to be paid to the holders of such certificates until such certificates of Exchange are surrendered.

The application states that shareholders of Exchange were notified to surrender certificates of Exchange for certificates for whole shares of Constitution common stock and cash for fractional shares, if any, and were also notified that those who did not so surrender their certificates of Exchange would not be sent dividends on their shares of Constitution until the certificates for Exchange shares were surrendered.

The application states that as of the record date for the exchange, 124,109 shares of Exchange common stock were outstanding and that as of June 30, 1972, certificates for a total of 3,398 shares of Exchange had not been surrendered. The application represents that a special account has been established by the New England Merchants National Bank into which all undelivered dividend checks have been and will be deposited.

Notice is further given that any interested person may, not later than December 22, 1972, at 5:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request, and the issues, if any, of fact or law proposed to be controverted, or he may request that he be notified if the Commission should order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon exchange at the address stated above. Proof of such service (by affidavit or in case of an attorney at law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0-5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application, unless

an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request a hearing or advise as to whether a hearing is ordered will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission, by the Division of Investment Company Regulation, pursuant to delegated authority.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.72-20649 Filed 11-30-72;8:50 am]

[812-3302]

PENNSYLVANIA FUND, TAX-EXEMPT MUNICIPAL INVESTMENT TRUST (FIRST AND SUBSEQUENT SERIES)

Notice of Filing of Application for Order Granting Confidential Treatment and Exemption

Notice is hereby given that Pennsylvania Fund, Tax-Exempt Municipal Investment Trust (First and Subsequent Series) (Applicant), c/o E. F. Hutton & Co., Inc., 1 Battery Park Plaza, New York, N.Y. 10004, a unit investment trust registered under the Investment Company Act of 1940 (Act), has filed an application pursuant to section 45(a) of the Act for an order of the Commission granting confidential treatment to the statement of earnings of Butcher & Sherrerd, one of the sponsors (the "New Sponsor") of Applicant, which Applicant has filed or which it from time to time may be required to file with the Commission and, pursuant to section 6(c) of the Act, for exemption from the provisions of section 14(a) of the Act and Rule 22c-1 under the Act. All interested persons are referred to the application on file with the Commission for a statement of the representations therein, which are set forth below.

Applicant is a unit investment trust which will be organized under the laws of the State of New York. It is intended that the United States Trust Company of New York will act as Trustee of Applicant (Trustee) under separate but similar Trust Indentures and Agreements to be entered into between the New Sponsor and E. F. Hutton & Co., Inc. (Hutton) (herein together called "Sponsors") and the Trustee with respect to each Series of Applicant.

SECTION 45(a)

On October 26, 1972, Applicant filed a registration statement on Form S-6 under the Securities Act of 1933 for a maximum of 5,000 units of undivided interest in the First Series of Applicant to be offered to investors at a public offering price set forth in the prospectus included in said Securities Act registration statement. This registration statement has not yet become effective. Applicant also filed, on October 26, 1972, a Notification of Registration on Form N-8A for said Series and a registration statement on Form N-8B-2 under the Investment Company Act for said Series. On the same date, Applicant also filed with the Commission a statement of financial condition of the New Sponsor, reported upon by independent public accountants as of May 26, 1972 (included in the Securities Act registration statement).

Applicant has filed with the Commission a statement of income and expense of the New Sponsor for 9-month period ended September 29, 1972, and Applicant requests confidential treatment only with respect to this statement of earnings and subsequent statements of earnings of the New Sponsor which Applicant may be required to file with the Commission from time to time.

Section 45(a) of the Act provides in pertinent part that information filed with the Commission pursuant to the Act "shall be made available to the public, unless and except insofar as the Commission * * * by order upon application, finds that public disclosure is neither necessary nor appropriate in the public interest or for the protection of investors."

Applicant submits that public disclosure of the above financial information is neither necessary or appropriate in the public interest or for the protection of investors for the following reasons:

The New Sponsor is a partnership, the partners of which are the sole owners of that Sponsor. The investors in Applicant are not being offered an opportunity to acquire any interest whatsoever in either Sponsor. Aside from their obligations under the Trust Indenture and Agreement periodically to evaluate the portfolio and to direct the disposition of obligations which are, or are likely to be, defaulted upon by the issuer thereof, which obligations may be performed by the Trustee or a successor sponsor if not performed by the Sponsors, the Sponsors will function solely as the underwriters of the Applicant. Applicant asserts that there is no legitimate interest on the part of investors in the public disclosure of the statement of earnings of an underwriter from whom securities have been purchased. It states that this is particularly evident in the present context where the New Sponsor, throughout its history of more than 62 years as an underwriter, broker, and investment banker, has never publicly released such information.

The application further states that, to the extent that the New Sponsor's solvency may conceivably be thought relevant to the proposed maintenance of a market in the units of Applicant, the Sponsors' statements of financial condition, which have been filed with the Commission and which are readily available to the public, contain fully adequate information in this regard. Moreover, even if the operations of both Sponsors were to render each of them unable to maintain a market in the units, investors are adequately protected by the Trustee's obligation to redeem such units at any time at the redemption price.

In addition to the profits and losses of the Sponsors being irrelevant to the successful operation of Applicant, the value of the items comprising the portfolio itself is wholly unrelated to the financial operations of the Sponsors. Investors in Applicant will receive a fractional undivided interest in the portfolio of tax-free municipal bonds comprising Applicant. The obligations evidenced by the underlying bonds are not guaranteed in any way by the Sponsors. The soundness of the investors' interest in Applicant is solely a function of the fiscal condition of the issuing municipalities. In short, Applicant represents that the financial operation of the Sponsors will in no way enhance or diminish the prospects for the orderly payment of the underlying bonds.

SECTION 14(a)

Pursuant to the Trust Agreement for each series of Applicant, the Sponsors will deposit with the Trustee between $2 million and $10 million principal amount of bonds which the Sponsors shall have accumulated for such purpose and simultaneously with such deposit will receive from the Trustee registered certificates for between 2,000 and 10,000 units which will represent the entire ownership of a Series. Applicant proposes to offer such units for sale to the public and for this purpose a registration statement under the Securities Act of 1933 has been filed which has not yet become effective. The Trust Agreement does not provide for the issuance of additional units. The proceeds of bonds which may be sold, redeemed, or which mature will be distributed to unit holders.

Units in each Series will remain outstanding until redeemed or until the termination of the Trust Agreement, which may be terminated by 100 percent agreement of the unit holders of the particular Series, or, in the event that the value of the bonds shall fall below $2 million, upon direction of the Sponsors. The Trust Agreement must be terminated if the value of the bonds shall fall below $1 million. In connection with the requested exemption, the Sponsors have agreed to refund the sales load to purchasers of units, if within 90 days after the registration of a Series under the Securities Act becomes effective, the net worth of that Series shall be reduced to less than $100,000 or if the Series is otherwise terminated. In addition, it is the Sponsors' intention to maintain a market for the units of each Series and continually to offer to purchase such units at prices in excess of the redemption price as set forth in the Trust Agreement, although the Sponsors are not obligated to do so.

Section 14(a) of the Act requires that a registered investment company (a) have a net worth of at least $100,000 prior to making a public offering of its securities, (b) have previously made a public offering and at that time have had a net worth of $100,000 or (c) have made arrangements for at least $100,000 to be paid in by 25 or fewer persons before acceptance of public subscriptions.

RULE 22c-1

Applicants represent that the Sponsors intend to maintain a secondary market for the units by repurchasing them from

holders at a price based on the aggregate "asked" side evaluation of the underlying bonds (offering side evaluation). This value, according to the application, may be expected to exceed the redemption price (bid side evaluation) by at least $10 per unit. In addition, the Sponsors intend to resell such units with a 4 percent sales charge. The Sponsors seek to have both the repurchase and resale price based on the unit evaluation of the preceding Friday made by an independent evaluator.

Rule 22c–1 provides, in part, that redeemable securities of registered investment companies may be sold, redeemed, or repurchased at a price based on the current net asset value (computed on each day during which the New York Stock Exchange is open for trading not less frequently than once daily as of the time of the close of trading on such exchange) which is next computed after receipt of a tender of such security for redemption or of an order to purchase or sell such security.

Applicant asserts that the pricing by the Sponsors in the secondary market in no way affects the assets of the Fund, and that the public unit holders benefit from such pricing procedure by receiving a normally higher repurchase price for their units without the cost burden of daily evaluations of the unit redemption value. In addition, the application states that the Sponsors have undertaken to adopt a procedure whereby the evaluator, without a formal evaluation, will provide the Sponsors with estimated evaluations on trading days. In the case of a repurchase, if the evaluator cannot state that the previous Friday's price is equal to or higher than the current bid price, the Sponsors will order a full evaluation. In case of resale, if the evaluator cannot state that the previous Friday's price is no more than one-half point ($5 on a unit representing $1,000 principal amount of underlying bonds) greater than the current offering price, a full evaluation will be ordered. Finally, the Sponsors have agreed to waive that portion of their $0.30 per $1,000 Unit fee not required to pay for evaluations under a weekly pricing system.

Section 6(c) of the Act provides, in part, that the Commission may conditionally or unconditionally exempt any person, security, or transaction, or any class or classes of persons, securities, or transactions from any provisions of the Act or of any rule or regulation under the Act, if and to the extent such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

Notice is further given that any interested person may, not later than December 22, 1972, at 5:30 p.m., submit to the Commission in writing a request for hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon Applicant at the address stated above. Proof of such service (by affidavit or in case of an attorney at law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0–5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application, unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request a hearing or advice as to whether a hearing is ordered, will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission, by the Division of Investment Company Regulation, pursuant to delegated authority.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72–20650 Filed 11–30–72;8:50 am]

[File No. 500–1]

ROOSEVELT MARINA INC.

Order Amending Order Suspending Trading

NOVEMBER 22, 1972.

The Commission having determined to amend its order of November 16, 1972, summarily suspending trading in the securities of Roosevelt Marina Inc. for the period from November 18, 1972, through November 27, 1972.

It is ordered, Pursuant to section 15(c)(5) of the Securities Exchange Act of 1934, that trading in the common stock, no par value, and all other securities of Roosevelt Marina, Inc. being traded otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period from November 18, 1972, through midnight, e.s.t., on November 24, 1972.

By the Commission.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.72–20653 Filed 11–30–72;8:50 am]

INTERSTATE COMMERCE COMMISSION

[Notice 127]

ASSIGNMENT OF HEARINGS

NOVEMBER 28, 1972.

Cases assigned for hearing, postponement, cancellation or oral argument appear below and will be published only once. This list contains prospective assignments only and does not include cases previously assigned hearing dates. The hearings will be on the issues as presently reflected in the Official Docket of the Commission. An attempt will be made to publish notices of cancellation of hearings as promptly as possible, but interested parties should take appropriate steps to insure that they are notified of cancellation or postponements of hearings in which they are interested. No amendments will be entertained after the date of this publication.

MC 3700 Sub 66, Manhattan Transit Co., now being assigned hearing January 22, 1973 (1 week), at Newark, N.J., in a hearing room to be later designated.

MC 124174 Subs 90 and 91, Momsen Trucking Co., now assigned February 12, 1973, at Chicago, Ill., is postponed indefinitely.

AB 49, Ann Arbor Railroad Co. abandonment entire line of railroad, including all of its car ferry routes, in Benzie County, Mich., and Kewaunee and Manitowoc Counties, Wis., now assigned December 4, 1972, at Frankfort, Mich., postponed to January 8, 1973 (2 weeks), at the Eagle Hall, Highway M–22 East End, Frankfort, Mich.

MC 120646 Sub 9, Bradley Freight Lines, Inc., now assigned December 4, 1972, at Washington, D.C., is postponed indefinitely.

MC–F–11506, Orscheln Bros. Truck Lines, Inc.—Purchase—Aurora Motor Express, Inc., Leonard M. Spira, assignee for the Benefit of Creditors, and MC 49387 Sub 40, Orscheln Bros. Truck Lines, Inc., now being assigned hearing February 12, 1973 (1 week), at Chicago, Ill., in a hearing room to be later designated.

MC 121499 Sub 4, William Hayes Lines, Inc., now being assigned hearing February 12, 1973 (1 week), at Nashville, Tenn., in a hearing room to be later designated.

MC 124606 Sub 2, Ford Truck Line, Inc., now being assigned hearing February 5, 1973 (1 week), at Nashville, Tenn., in a hearing room to be later designated.

MC–1515 Sub 181, Greyhound Lines, Inc., now assigned January 22, 1973, at Portland, Oreg., is postponed indefinitely.

MC 113843 Sub 184, Refrigerated Food Express, Inc., now being assigned hearing January 17, 1973 (3 days), at Boston, Mass., in a hearing room to be later designated.

MC 113843 Sub 185, Refrigerated Food Express, Inc., now being assigned hearing January 22, 1973 (1 week), at Boston, Mass., in a hearing room to be later designated.

MC–136750 Sub 1, New England Finishing & Furniture Haulers, Inc., now assigned January 22, 1973, at Boston, Mass., is postponed to February 28, 1973, at Boston, Mass.

MC 99208 Sub 9, Skyline Transportation, Inc., now assigned November 27, 1972, at Knoxville, Tenn., application is dismissed.

MC 20783 Sub 85, Tompkins Motor Lines, Inc., now assigned December 5, 1972, at Birmingham, Ala., is postponed indefinitely.

MCC–7080, Stephen J. McMahon, doing business as McMahon Tour Agency v. Travel Center of Waterbury, Inc., et al., now assigned January 16, 1973, hearing will be held in Room 565 A, Public Utilities Commission, 165 Capitol Avenue, Hartford, CT.

MCF–11605, Evergreen Stage Line, Inc.—Purchase (Portion)—Greyhound Lines, Inc., now being assigned hearing January 22, 1973 (3 days), at Portland, Oreg., in a hearing room to be later designated.

[SEAL] JOSEPH M. HARRINGTON,
Acting Secretary.

[FR Doc.72–20688 Filed 11–30–72;8:53 am]

FOURTH SECTION APPLICATION FOR RELIEF

NOVEMBER 28, 1972.

Protests to the granting of an application must be prepared in accordance with § 1100.40 of the general rules of practice (49 CFR 1100.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 42576—*Plaster and related articles to points in Wyoming.* Filed by Southwestern Freight Bureau, agent (No. B–365), for interested rail carriers. Rates on plaster, gypsum wallboard and related articles, in carloads, as described in the application, from points in southwestern territory, to specified points in Wyoming.

Grounds for relief—Market competition, modified short-line distance formula and grouping.

Tariff—Supplement 20 to Southwestern Freight Bureau, agent, tariff I.C.C. 4984. Rates are published to become effective on December 23, 1972.

By the Commission.

[SEAL] JOSEPH M. HARRINGTON,
Acting Secretary.

[FR Doc.72–20689 Filed 11–30–72;8:53 am]

FEDERAL REGISTER PAGES AND DATES—DECEMBER

Pages	*Date*
25479–25691	Dec. 1

federal register

FRIDAY, DECEMBER 1, 1972

Volume 37 ■ Number 232

PART II

DEPARTMENT OF LABOR

Employment Standards Administration

■

Minimum Wages for Federal and Federally Assisted Construction

Area Wage Determination Decisions, Modifications, and Supersedeas Decisions

DEPARTMENT OF LABOR

Employment Standards Administration

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION

Area Wage Determination Decisions and Modifications and Supersedeas Decisions

Area wage determination decisions. Area Wage Determination Decisions of the Secretary of Labor specify, in accordance with applicable law and on the basis of information available to the Department of Labor from its study of local wage conditions and from other sources, the basic hourly wage rates and fringe benefit payments which are determined to be prevailing for the described classes of laborers and mechanics employed in construction activity of the character and in the localities specified therein.

The determinations in these decisions of such prevailing rates and fringe benefits have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 F.R. 306 following Secretary of Labor's Order No. 24–70) containing provisions for the payment of wages which are dependent upon determinations by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rates (37 F.R. 21138) and of Secretary of Labor's Orders 12–71 and 15–71 (36 F.R. 8755, 8756). The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S.C. 553 and not providing for delay in effective date as prescribed in that section, because the necessity to issue construction industry wage determinations frequently and in large volume causes procedures to be impractical and contrary to the public interest.

Area Wage Determination Decisions are effective from their date of publication in the FEDERAL REGISTER without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision together with any modifications issued subsequent to its publication date shall be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable Federal prevailing wage law and 29 CFR Part 5. The wage rates contained therein shall be the minimum paid under such contract by contractors and subcontractors on the work.

Modifications and supersedeas decisions to area wage determination decisions. Modifications and Supersedeas Decisions to Area Wage Determination Decisions are based upon information obtained concerning changes in prevailing hourly wage rates and fringe benefit payments since the decisions were issued.

The determinations of prevailing rates and fringe benefits made in the Modifications and Supersedeas Decisions have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 F.R. 306 following Secretary of Labor's Order No. 24–70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rates (37 F.R. 21138) and of Secretary of Labor's Orders 13–71 and 15–71 (36 F.R. 8755, 8756). The prevailing rates and fringe benefits determined in foregoing Area Wage Determination Decisions, as hereby modified, and/or superseded shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Modifications and Supersedeas Decisions are effective from their date of publication in the FEDERAL REGISTER without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5.

Any person, organization, or governmental agency having an interest in the wages determined as prevailing is encouraged to submit wage rate information for consideration by the Department. Further information and self-explanatory forms for the purpose of submitting this data may be obtained by writing to the U.S. Department of Labor, Employment Standards Administration, Office of Special Wage Standards, Division of Wage Determinations, Washington, D.C. 20210. The cause for not utilizing the rule making procedures prescribed in 5 U.S.C. 553 has been set forth in the original Area Wage Determination Decision.

Set forth below in this document are the following:

New Area Wage Determination Decision No. AP–33—Illinois and Decisions Nos. AP–65; AP–66 and AP–67—Wisconsin.

Modifications to Area Wage Determination Decision for specified localities in the States of Georgia, Illinois, Louisiana, Maryland, Montana, New Jersey, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Virginia, and the District of Columbia which were published in the FEDERAL REGISTER on the following dates:

Decision No.	*Date*
AM–1,711; AM–1,712	Aug. 11, 1971
AM–1,854, AM–1,859	Aug. 20, 1971
AM–5,967; AM–5,968; AM–5,972; AM–5,973.	Dec. 17, 1971
AM–5,969	Jan. 7, 1972
AM–8,610	May 19, 1972
AP–106	July 21, 1972
AP–410	Aug. 4, 1972
AP–316	Aug. 25, 1972
AP–229; AP–230	Sept. 1, 1972
AP–237; AP–241	Sept. 22, 1972
AP–349; AP–350; AP–351; AP–423; AP–424.	Sept. 29, 1972
AP–440; AP–441	Nov. 3, 1972
AP–30; AP–31	Nov. 10, 1972
AP–37; AP–38; AP–40; AP–41; AP–42; AP–43; AP–45; AP–47; AP–360; AP–442; AP–443.	Nov. 17, 1972

Supersedeas Decisions to Area Wage Determination Decisions for specified localities in the States of Alabama, Illinois, Louisiana, Kentucky, Tennessee, and Wisconsin which were published in the FEDERAL REGISTER on the following dates:

Decision No.	*Date*
AM–423 (AP–53); AM–424 (AP–54); AM–425(AP–55); AM–426(AP–56); AM–427 (AP–57); AM–428(AP–58); AM–429(AP–59); AM–431 (AP–61); AM–432(AP–62).	Aug. 18, 1971
AM–8,584(AP–60); AM–8,585 (AP–63); AM–8,586(AP–60); AM–8,587(AP–64).	Feb. 18, 1972
AM–8,599(AP–32)	April 28, 1972
AM–8,611(AP–139)	May 19, 1972
AP–300(AP–363)	July 7, 1972
AP–120(AP–140); AP–111 (AP–141).	Aug. 18, 1972
AP–359(AP–362)	Nov. 10, 1972

Supersedeas Decision numbers are in parantheses following the number of the decision being superseded.

Signed at Washington, D.C. this 24th day of November 1972.

BEN P. ROBERTSON,
Acting Administrator
Wage and Hour Division.

STATE: Illinois
DECISION NO: AP-33
COUNTY: Kane
DATE: Date of Publication
DESCRIPTION OF WORK: Residental construction consisting of single family homes and garden type apartments up to and including 4 stories.

45-ILLINOIS W 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Asbestos workers	$8.25	.40	.275			
Boilermakers	8.75	.40	.75	4%	.01	
Boilermakers' helpers	8.65	.40	.75	4%	.01	
Bricklayers & Stonemasons	8.90	.40	.61			
Carpenters & Piledrivermen:						
Building	7.68	.35	.47			
Cement masons & Plasterers	8.90	.30	.50			
Electricians & Line Construction:						
(Northern ½ of County)						
Electricians	9.30	3%	3%	6%	.5 of 1%	
Linemen, digger operator	8.10	.25	1%		.25%	
Groundmen equipment operator	5.50	.25	1%		.25%	
Groundmen	5.30	.25	1%		.25%	
(Southern ½ of County)						
Electricians	8.90	3%	1%	4%	½%	
Linemen, digger operator	8.10	.25	1%		.25%	
Groundmen equipment operator	5.50	.25	1%		.25%	
Groundmen	5.30	.25	1%		.25%	
Glaziers	7.65	.16	.25		.01	
Ironworkers: Structural, Ornamental & Reinforcing	10.05	.25	.125		.045	
Laborers:						
Common	6.60	.40	.30			
Power vibrator	6.70	.40	.30			
Jackhammer & Airspade operators	6.85	.40	.30			
Chain Saw	6.85	.40	.30			
Mortar Mixers	6.75	.40	.30			
Dynamiters & caisson Laborers	7.10	.40	.30			
Tile Layers & bottom men	6.95	.40	.30			
Lathers	8.11	.30			.01	
Leadburners	6.90	.30		a	.01	
Millwrights	7.68	.35	.47			
Painters:						
Brush	7.225	.40	.30		.04	
Spray	7.625	.40	.30		.04	
Plumbers & Steamfitters:						
Vicinity of Elgin	7.78	.28	.20	.34	.01	
Vicinity of Aurora	9.20	.34	.19	.25	.02	
Roofers	7.75	.40		.30		
Sheet Metal Workers	7.56	.30	.15	.57	.02	

45-ILLINOIS 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
Soft Floor Layers	$7.68	.35	.47			
Sprinkler Fitters	8.75	.30	.50		.05	
Tile Setters	8.15	.30-5/8	.42			
Tile Setters' Helpers	6.80	.30-5/8	.325			
Terrazzo Workers	7.50					
Terrazzo Workers' Helpers & Floor Mach.	6.85					
Base Machine Operator	7.10					

Welders - receive rate prescribed for craft performing operation to which welding is incidental.

PAID HOLIDAYS: (WHERE APPLICABLE)

A-New Year's Day; B-Memorial Day-
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTE:

a. Eight paid holidays: A through F plus Washington's Birthday, Good Friday & Christmas Eve, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regular scheduled work days immediately preceding and following the holiday.

POWER EQUIPMENT OPERATORS:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
CLASS I						
Asphalt plant, asphalt spreader, auto-grade, batch plant, benoto, (requires 2 engineers) boiler & throttle valve, caisson rigs, central redi-mix plant combination back hoe front endloader machine, compressor & throttle valve, concrete breaker (truck mounted) concrete conveyor, concrete paver over 27E cu. ft., Concrete paver 27E cu. ft. & under, concrete placer, conc-tower, cranes (all), cranes, hammer-head, derricks, (all), derricks travelling, grader, elevating Grouting machines, highlift shovels, or front endloader 2½ yds., & over, hoists, 1, 2, & 3 drum, hoists 2 tugger 1 floor, hydraulic boom trucks locomotives (all), motor patrol, piledrivers & skid rig, post hole digger, pre-stress machine, pump cretes dual ram (requiring frequent lubrication & water) pump cretes, squeeze cretescrew type pumps, gypsum bulker & pump, rock drill (truck mounted) scoops, tractor boom & side boom, trenchines, mechanics	$9.05	.40	.50	.20	.02	
CLASS II						
Boilers, bulldozers, broom, all power propelled, concrete mixer (2 bag and over) conveyor, portable forklift trucks, greaser engineer, highlift shovels of front endloaders under 2½ yds., hoists, automatic hoists, all elevators hoists, tugger single drum, rollers, all steam generators, stone crushers, tractors (all) winch trucks w/a "A" Frame	7.90	.40	.50	.20	.02	
CLASS III						
Air compressor, small 125 & under (1 to 5 not to exceed a total of 300 ft.) Air compressor, large over 125, combination, small equipment op. generators-large over 50kw, heaters mechanical, pumps over 3" (1 to 3 not to exceed a total of 300 ft.) pumps, well points, welding machines (2 through 5) winches 4 small electric drill winches	7.00	.40	.50	.20	.02	
CLASS IV						
Oilers	5.90	.40	.50	.20	.02	

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
TRUCK DRIVERS:						
Bulk tank trucks, buses, dry batch trucks, dump or conveyor trucks, fuel trucks, grease trucks, low boys, service trucks, scissor trucks, telescope trucks, water trucks:						
2 or 3 axle trucks	$6.20	a12.00	a16.00			
4 axle trucks	6.35	a12.00	a16.00			
5 axle trucks	6.55	a12.00	a16.00			
6 axle trucks	6.75	a12.00	a16.00			
A frame truck when used for transportation purposes, air compressors & welding machines including those pulled by cars, pick-up trucks & tractors, ambulances, batch gate lockers, batch hopperman, carryalls, fork lift & hoisters, helpers, mechanic helpers & greasers	6.20	a12.00	a16.00			
Car & truck washers	6.05	a12.00	a16.00			
Dispatcher	6.30	a12.00	a16.00			
Dump crets & asgetors under 7 yards, mixer trucks under 7 yards	6.35	a12.00	a16.00			
Dump crets and adgetors 7 yards or over, explosive and/or fission material trucks, mixer trucks 7 yards & over	6.55	a12.00	a16.00			
Master mechanic	6.75	a12.00	a16.00			
Dumpsters, track trucks, euclids, hug bottom dump tournatrailers or tournapulls when pulling other than self-loading equipment of similar equipment:						
Under 16 cubic yards	6.35	a12.00	a16.00			
Over 16 cubic yards	6.55	a12.00	a16.00			
Mechanic	6.40	a12.00	a16.00			
Oil distributors - 2 man operation, pavement breakers, pole trailer, up to 40 feet, power mower tractors, self-propelled chip spreader, skip-man, slurry trucks - 2 man operation, teamsters, unskilled dumpmen, warehousemen & dockmen, winch trucks 2 axles.	6.20	a12.00	a16.00			

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
TRUCK DRIVERS:						
Ready-mix plant hopper operator	$6.35	a12.00	a16.00			
Mobile crane while in transit, oil distributors 1-man operation, pole trailer, over 40 feet, slurry trucks 1-man operation, winch trucks, 3 axles or more	6.55	a12.00	a16.00			

FOOTNOTE:

a. Per week per employee

STATE: WISCONSIN COUNTY: DANE
DECISION NUMBER: AP-65 DATE: Date of Publication
DESCRIPTION OF WORK: Residential Construction consisting of single family homes and garden type apartments up to and including 4 stories.

13 - Wisconsin Z 1 Of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Asbestos workers	$7.68	.35	.50	.50	
Boilermakers	7.80	.30	.85		.02
Boilermakers' helpers	7.625	.30	.85		.02
Bricklayers	7.80	.25	.15		
Carpenters	7.45	.25	.15		
Cement masons	7.35	.15	.20		
Electricians:					
Electricians	8.23	.29	1%	5%	.25%
Cable splicers	8.88	.29	1%	5%	.25%
Elevator constructors	6.75	.17	.185	2%+b&d	.005
Elevator constructors' helpers	70%JR	.17	.185	2%+b&d	.005
Elevator constructors' helpers (prob)	50%JR				
Glaziers	6.85	.40	.20		.01
Ironworkers, structural	8.17	.25	.25		.03
Ironworkers, ornamental	8.17	.25	.25		.03
Ironworkers, reinforcing	8.17	.25	.25		.03
Lathers	7.05	.20	.20		.01
Leadburners	7.80	.25		e	.01
Line construction:					
Linemen	7.65	.25	1%	5%	.25%
Digger, crane & tractor operator	90%JR	.25	1%	5%	.25%
Equipment operator, winch truck or truck tractor	78%JR	.25	1%	5%	.25%
Equip. oper., line trucks w/o winch	75%JR	.25	1%	5%	.25%
Experienced groundman	73%JR	.25	1%	5%	.25%
Marble setter	6.95	.25	.15	.25	
Millwrights	7.60	.25	.15		
Painters:					
Brush	6.83	.36	.30	.20	.01
Spray	7.58	.36	.30	.20	.01
Structural steel (brush)	6.98	.36	.30	.20	.01
Swing stage	7.08	.36	.30	.20	.01
Sandblaster	6.83	.36	.30	.20	.01
Piledriverman	7.60	.25	.15		
Plasterers	7.20	.15	.20		
Plumbers	7.92	.30	.40	.35	1%
Roofers	6.90				
Sheet metal workers	8.30	.40	.15		
Soft floor layers	7.45	.25	.15		
Sprinkelr fitters	8.00	.25	.40		
Steamfitters	7.47	.30	.55	.65	.3%
Stone masons	7.40	.15	.14		.05
Terrazzo workers	7.20	.25	.15	.25	
Tile setters	6.95	.25	.15	.25	
Truck drivers	4.26	a	c	f	
Welders - receive rate prescribed for craft performing operation to which welding is incidnetal.					

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day;
D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Employer contributes $27.71 per month.

b. Holidays: A through F.

c. Employer contributes $8.00 per week.

d. Employer contributes 4% of regular hourly rate to Vacation Pay credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

e. Hloidays: A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, regualrly scheduled work days immidiately preceding and following the holiday.

f. After 1 year's employment, 1 week paid vacation; after 3 years, but less than 10 years, 2 weeks paid vacation; over 10 years, but less than 20 years, 3 weeks paid vacation, 20 years or more 4 weeks paid vacation.

Wisconsin 14 - Lab I

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
Laborers, Building:						
Pneumatic tool op., air hammer, jackhammer, concrete buster, sheeting driver, air spade	$6.75	.25	.15			
Vibrator, air tamper & mortar mixer	6.65	.25	.15			
General laborer, concrete work, form strippers, mason tenders, building wreckers	6.50	.25	.15			
Sewer and Watermain Construction:						
Pipe layer	6.85	.25	.15			
Caulker	6.75	.25	.15			
Bottomman, bracer & manhole builder (cement)	6.65	.25	.15			
General laborer	6.50	.25	.15			
Tunnel Construction:						
Caisson and miner	7.00	.25	.15			
General laborer	6.65	.25	.15			
Natural Gas Construction:						
Coating and wrapping	6.65	.25	.15			
General laborer	6.50	.25	.15			
Laborers on Bituminous Roadways:						
Raker and luteman	6.65	.25	.15			
Dumper, ironer, tamper	6.55	.25	.15			
Duster, shoveler, and sweeper & general laborer	6.50	.25	.15			
Laborers on Street Construction:						
Formsetter, joint sawer	6.65	.25	.15			
Puddler	6.60	.25	.15			
Strikeoff man & bullfloat	6.55	.25	.15			
Dumpman, pitman & general laborer	6.50	.25	.15			
Plasterers' Laborers:						
Master mixer	6.90	.25	.15			
Hod carrier	6.65	.25	.15			

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25') tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

NEW DECISION

STATE: WISCONSIN COUNTY: LA CROSSE
DECISION NUMBER: AP-66 DATE: Date of Publication
DESCRIPTION OF WORK: Residential construction consisting of single family, homes and garden type apartments up to and including 4 stories

32 - Wisconisn T 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates.	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Asbestos workers (23 mi. radius around City of La Crosse)	$6.40	.35	.50	.50	
Asbestos workers (remainder of County)	7.68	.35	.50	.50	
Boilermakers	7.80	.30	.85		.02
Boilermakers' helpers	7.625	.30	.85		.02
Bricklayers:					
Bricklayers	7.00	.35	.15		
Stone masons	7.00	.35	.15		
Carpenters:					
Carpenters	6.70	.25	.15		
Millwrights	7.05	.25	.15		
Piledrivermen	7.05	.25	.15		
Cement masons	5.33				
Electricians	7.97	.23	1%		
Elevator constructors:					
Elevators constructors	7.23	.17	.185	2%+b&c	.005
Elevator constructors' helpers	70%JR	.17	.185	2%+b&c	.005
Elevator constructors (prob.)	50%JR				
Glaziers	6.85	.40	.20		.01
Ironworkers (all but N.W. corner of Co.):					
Structural, ornamental & reinforcing	8.17	.25	.25		.03
Lathers	6.00		.15		.01
Lead burners	7.80	.25		c	.01
Marble setters	6.15	.35	.15		
Painters:					
Brush	5.47		.20		
Structural steel	5.72		.20		
Swing stage	5.77		.20		
Spray	6.12		.20		
Sandblasting	6.22		.20		
Plasterers	6.50				
Swing scaffold	6.75				
Plumbers:					
Plumbers	7.90	.35			
Steamfitters	7.90	.35			
Roofers:					
Roofers	6.13		5%		
Sheet metal workers	6.73	.20	.20		
Soft floor layers	5.50				
Sprinkler fitters	8.00	.25	.40		.05
Terrazzo workers	6.15	.35	.15		
Tile setters	6.15	.35	.15		
Truck drivers:					
Building	4.55				
Dump truck drivers on excav. & grading	4.05				
Marble & tile setters' helpers	4.65				

32 - Wisconsin T 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Welders-receive rate presceived for craft performing operation to which welding is incidental.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years, and 2% of rate for employee who has worked less than 5 years.

c. Holidays: A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Holidays: A through F, providing employee works one year, and the day before and after the holiday. With one year of service employee also receives a one-week paid vacation.

Wisc 16 - Laborers K

	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Other
LABORERS						
Building laborers, caisson top men helpers, cement & concrete workers, hand handling of pre-cast concrete decking products, wire, ironworkers & blacksmith laborers, wreckers & house movers, form oiler, form cleaner, concrete, dump men, pit men, signal man, scaffold building, cleanup work, railroad work, material conveyor, roofers hoist, powered sweepers, power buggie operation for concrete, tile & terrazzo laborers, form stripper	$5.15	.25	.15			
Drill, jackhammer & all types vibrators, hand carrier hod, handling of hot tar & asphalt, kettlemen, mortar & plasterer mixers, fork lift operator (masonry work), plaster & concrete pump, roofers, vibrators, welder & torch work, nozzle man, gunite man, creosote worker, sand-blaster, concrete planer, concrete saw, mud-jack, side grinders, wire brushers, roto hammers, air spades and other similar pieces of equipment, powered either by gas, electricity, or air	5.30	.25	.15			
Swinging scaffold & chimney work up to 40 ft. above solid-base structure	5.40	.25	.15			
Drill operators, tunnel & caisson, tunnel and sewer miners	5.70	.25	.15			
Flagmen, watchmen & water boys	4.82	.25	.15			
HEAVY AND HIGHWAY CONSTRUCTION - INCIDENTAL TO BUILDING						
Asphalt dumper & ironer, asphalt shoveler, asphalt smoother & tamper, asphalt utility men, axman (clearing & grubbing), conduit layer for mixer, dumper (truck to paver), guard fence builder, landscaper & sloper, strikeoff man, wire laborers	5.15	.25	.15			
Asphalt lute man & raker, asphalt plant scaler, bullfloat men, chain saw operator, formsetter (curb, walk & pavement), joint sawer (pavement), tampers & vibrator men	5.30	.25	.15			
Churn drill	5.59	.25	.15			
Dynamite man and blasters	5.87	.25	.15			

Wisc. 1 PEO A 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25'), tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

NEW DECISION

STATE: WISCONSIN

COUNTIES: MILWAUKEE, OZAUKEE, WAUKESHA, & WASHINGTON

DECISION NUMBER: AP-67

DATE: Date of Publication

DESCRIPTION OF WORK: Residential Construction consisting of single family homes and garden type apartments up to and including 4 stories.

41-Wisconsin B 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Asbestos workers	$7.68	.35	.50	.50	
Boilermakers	7.80	.30	.85		.02
Boilermakers' helpers	7.625	.30	.85		.02
Bricklayers:					
Bricklayers	7.93	.60	.50	.56	
Carpenters	7.45	.50	.50	.57	
Millwrights	7.75	.50	.50	.51+a	
Piledrivermen	7.68	.50	.50	.51	
Leaderman	8.08	.50	.50	.51	
Welder-burner	7.68	.50	.50	.51	
Loftman	7.78	.50	.50	.51	
Cement masons	7.19	.50	.50	.51	.2%
Electricians	8.04	.37	1%+.20	7%	1.25%
Elevator constructors	6.94	.17	.185	2%+a&b	.005
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005
Elevator constructors' helpers (prob)	50%JR				
Glaziers	5.10	.35	.40	.50	
Ironworkers, structural & ornamental	8.06	.50	.50	.50	.06
Ironworkers, reinforcing	8.06	.50	.50	.50	.06
Lathers	7.07	.45	.50	.65	.03
Leadburners	7.80	.25		c	.01
Line construction:					
Linemen	6.15	.15	1%+.10	7%	.5%
Equipment operator class A	4.95	.15	1%+.10	7%	.5%
Equipment operator class B	4.70	.15	1%+.10	7%	.5%
Groundmen - Experienced	4.43	.15	1%+.10	7%	.5%
Marble setters	7.93	.60	.50	.56	
Marble setters' helpers	6.07	.30	.50	.50	
Painters:					
Brush	6.91	.45	.40	.50	
Swing stage, up to 80 ft.	7.06	.45	.40	.50	
Structural steel	7.26	.45	.40	.50	
Spray and sandblasting	7.26	.45	.40	.50	
Swing stage, 80 ft. and over	7.16	.45	.40	.50	
Plasterers	6.96	.60	.50	.66	.01
Plumbers and gasfitters	7.92	.50	.50	.50	.03
Roofers:					
Mastic work:					
Spreaders	7.46	.50	.50	.51	
Rubbers and Kettlemen	7.26	.50	.50	.51	
Additional help	7.01	.50	.50	.51	
Tower work:					
Without swings	7.41	.50	.50	.51	
With swing seat or bos'n chair	7.71	.50	.50	.51	
Slate, tile and transite work:					
Roofers	7.41	.50	.50	.51	
Steepy and siding work:					
Composition, damp and water-proof roofers	7.26	.50	.50	.51	

41 - Wisconsin 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Sheet metal workers	7.51	.45	.45	.75	.01	
Soft floor layers	7.25	.50	.50	.51+a		
Sprinkler fitters	8.65	.30	.50		.02	
Steam fitters	8.01	.41	.50	.50	.03	
Stone masons	7.93	.60	.50	.56		
Terrazzo workers	6.22	.30	.30	.22		
Terrazzo workers' helpers	5.40	.30	.25	d		
Terrazzo base machine operator	5.60	.30	.25	d		
Tile setters	7.05	.30	.50	.45		
Tile setters' helpers	6.07	.30	.50	.50		
Welders - receive rate prescribed for craft perfroming operation to which welding is incidental.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F

b. Employer contributes 4% of regular hourly rate to Vscation Pay Credit for employee who has worked in business moe than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

c. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly schedulted work days immediately preceding and followign the holiday.

d. Additional payment of 4 hrs. per month plus .03 per hr. weekly for employee who has worked less than 5 years - 6-2/3 hrs. per month for employer who has worked 5 years or more.

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
LABORERS (Building Construction):						
General laborers, form stripper, concrete worker, mason tender	$6.52	.45	.50	.51		
Scaffold builder, pitman or dumpman, building wrecker, hod carrier, mortar mixer, vibrator operator, kettleman, air spade operator	6.63	.45	.50	.51		
Barco tamper, jackhammer operator, sheeting driver, gunite man, concrete buster	6.74	.45	.50	.51		
Topman on chimney (up to 50')	6.63	.45	.50	.51		
Nozzleman	7.03	.45	.50	.51		
Plasterer laborer	6.73	.45	.50	.51		
Topman (every addl. 50 ft.)	6.88	.45	.50	.51		
Caisson work	7.18	.45	.50	.51		
Caisson worker - top man	6.83	.45	.50	.51		
Bridge, Road and Railway Construction:						
General laborer	6.57	.45	.50	.51		
Vibrator, pitman & dumpman	6.63	.45	.50	.51		
Bullfloat, strikeoff man, puddler, cement dumper	6.68	.45	.50	.51		
Formsetter	6.85	.45	.50	.51		

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

AP-67 P.5 Wisc. 1 PEO A 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vocation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

Wis. 6-TD m 1 of 1

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
Truck Drivers:						
Excavating, paving, batch work, gas, pipe, sewer and tunnel work, asphalt blacktop snow removal, ashes:						
Two Axle trucks	5.095	a10.50	a10.00	b		
Three axle trucks & semi-trailer	5.145	a10.50	a10.00	b		
Ready mix concrete truck	5.395	a10.50	a10.00	b		
Cinders, sand, gravel, stone and gravel pit stripping:						
Two axle trucks	5.045	a10.50	a10.00	b		
Three axle trucks and semi-trailers	5.095	a10.50	a10.00	b		
Building materials:						
Two axle trucks	5.095	a10.50	a10.00	b		
Three axle trucks	5.145	a10.50	a10.00	b		
Helpers	4.985	a10.50	a10.00	b		
Warehousemen	5.035	a10.50	a10.00	b		

PAID HOLIDAYS (Where Applicable):
A-New Year's Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:
A. Per week for each employee

B. Six paid holidays: A through F

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
DECISION #AP-443 - Mod. #1 (37 FR 24515 - November 17, 1972) Montgomery and Prince Georges Counties Maryland; City of Alexandria, Virginia; Arlington and Fairfax Counties, Virginia and Dulles International Airport					
Change:					
Elevator constructors	$8.58	.195	.20	2%+a+b	.005
Elevator constructors' helpers	6.01	.195	.20	2%+a+b	.005
DECISION #AP-106 - Mod. #3 (37 FR 14671 - July 21, 1972) Fulton, Cobb and DeKalb Counties, Georgia					
Change:					
Electricians	$8.70	5%	6%		1%
DECISION #AP-30 -Mod. #1 (37 FR 23975 - November 10, 1972) Dupage County, Illinois					
Change:					
Line Construction:					
Linemen, Digger Operator	$8.10	.25	1%		½%
Groundmen-Equipment & Tractor Opr.	5.50	.25	1%		½%
Groundman	5.30	.25	1%		½%
DECISION #AP-31 -Mod. #1 (37 FR 23961-November 10, 1972) Dupage County, Illinois					
Change:					
Line Construction:					
Linemen, Digger Operator	$8.10	.25	1%		½%
Groundmen Equipment & Tractor Opr.	5.50	.25	1%		½%
Groundman	5.30	.25	1%		½%

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
DECISION #AP-351 - Mod. #3 (37 FR 20441 - September 29, 1972) Orleans, Jefferson, Plaquemines & St. Bernard Parishes, Louisiana					
Change:					
Electricians:					
Electricians; Cable splicers	$7.88	.20	1%+.10		.03
Line Construction:					
Linemen	7.88	.20	1%+.10		.03
Operator hole digging equipment; operator, tractor with winch & derrick; operator line truck with winch & derrick working hot lines	6.11	.20	1%+.10		.03
Operator using hole truck and trailer or pole hauling and setting truck (not in energized lines)	5.40	.20	1%+.10		.03
Operator using truck without winch	3.99	.20	1%+.10		.03
Groundmen (1½ years service or over)	4.34	.20	1%+.10		.03
Groundmen (starting rate to 1½ years service)	3.99	.20	1%+.10		.03
DECISION #AP-410 - Mod. #6 (37 FR 15283 - August 4, 1972) Baltimore City and County, Maryland					
Change:					
Asbestos workers	$7.60	.50	.40		.02
Carpenters	7.49	.44	.35		.05
Millwrights	7.49	.44	.35		.05
Piledrivermen	7.49	.44	.35		.05
Soft floor layers, resilient floor layers	7.49	.44	.35		.05

MODIFICATIONS P. 3

DECISION #AP-229 - Mod. #3
(37 FR 17940 - September 1, 1972)
Eastern Counties, Montana
Blaine-Carter-Custer-Daniels-Dawson-Fallon-Garfield-McCone-Petroleum-Phillips-Powder River-Prairie-Richland-Roosevelt-Sheridan-Valley-Wibaux

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others[1]
Add:						
Painters:						
Brush	$5.54	.25	.20			
Steel	5.79	.25	.20			
Spray	6.32	.25	.20			

MODIFICATIONS P. 4

DECISION #AP-230-Mod. #3
(37 FR 17945 - September 1, 1972)
Western Counties, Montana
Beaverhead-Big Horn-Broadwater-Carbon-Cascade-Choteau-Deerlodge-Fergus-Flathead-Gallatin-Glacier-Golden Valley-Granite-Hill-Jefferson-Judith Basin-Lake-Lewis & Clark-Liberty-Lincoln-Madison-Meagher-Mineral-Missoula-Musselshell-Park-Pondera-Powell-Ravalli-Rosebud-Sanders-Silverbow-Stillwater-Sweetgrass-Teton-Toole-Treasure-Wheatland-Yellowstone

Change:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
(Flathead-Lake-Lincoln Counties)						
LINE CONSTRUCTION						
All construction of "H" fixture and Steel Tower Transmission Lines with capacity of 69 K.V. voltages & over, switch yard and substation rated at 5000 K.V.A. & all work not covered by Schedule "B".						
SCHEDULE "A"						
GROUNDMAN "B"	4.61	.25	1%		1%	
GROUNDMAN "A" (experienced)	5.31	.25	1%		1%	
HEAD GROUNDMAN; Powderman; Jackhammer-Compressorman	5.65	.25	1%		1%	
LINE EQUIPMENT OPERATOR	6.50	.25	1%		1%	
LINEMAN	7.58	.25	1%		1%	
CABLE SPLICER	8.43	.25	1%		1%	
SCHEDULE "B"						
All work for Power Utilities & R.E.A's except work covered under Schedule "A" all Highway Lighting, Street Lighting & Motor Traffic Controlling.						
JACKHAMMER-COMPRESSORMAN; Powderman; Head Groundman	5.13	.25	1%		1%	
LINE EQUIPMENT OPERATOR	5.88	.25	1%		1%	
LINEMEN; Pole Sprayer	6.67	.25	1%		1%	
CABLE SPLICER	7.48	.25	1%		1%	

DECISION #AP-230 (cont'd)

MODIFICATIONS P. 5

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Ironworkers:						
(Flathead-Glacier-Lake-Lincoln-Mineral-Missoula-Sanders)						
Reinforcing	7.56	.48	.65		.05	
Fence erectors-Structural	7.56	.48	.65		.05	
Painters:						
(Cascade-Chouteau-Glacier-Judith Basin-Lewis & Clark-Pondera-Teton-Toole)						
Brush	5.79	.25				
Brush on steel	6.29	.25				
Spray-Sandblasting	8.04	.25				
Painters:						
(Big Horn-Carbon-Golden Valley-Musselshell-Rosebud-Stillwater-Treasure-Wheatland-Yellowstone)						
Brush	5.54	.25	.20			
Steel	5.79	.25	.20			
Spray	6.32	.25	.20			

MODIFICATIONS P. 6

DECISION #AP-237 - Mod. #1
(37 FR 19900 - September 22, 1972)
Cascade County, Montana

Change:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
POWER EQUIPMENT OPERATORS:					
SHOVELS, incl. all attachs., over 5 yds; Stiff-leg derrick & guy derrick; Cableway highline; Helicopter hoist; Tower crane; Whirley crane	$7.49	.45	.45		.02
SCRAPER, tandem engine; Shovels, incl. all attachs., over 3 yds. to & incl. 5 yds.	7.36	.45	.45		.02
RUBBER-TIRED FRONT-END LOADERS, over 15 yds.; Track-type front-end loaders, over 15 cu. yds.	7.30	.45	.45		.02
RUBBER-TIRED FRONT-END LOADERS, 10 yds. to & incl. 15 yds.; Track-type front-end loaders, 10 cu. yds. to & incl. 15 cu. yds.; Concrete conveyor; Crane, to & incl. 80' boom with jib	7.20	.45	.45		.02
QUAD CAT	7.17	.45	.45		.02
CENTRAL MIXING PLANTS, concrete & stationary	7.12	.45	.45		.02
RUBBER-TIRED FRONT-END LOADERS, over 5 yds. to & incl. 10 yds.; Scraper, twin engine; Tract-type front-end loaders, over 5 cu. yds. to & incl. 10 cu. yds.; Scraper single or twin engine, pulling belly dump trailer	7.10	.45	.45		.02
CRANE, ELECTRIC OVERHEAD, ALL; Shovels, incl. all attachs., 1 yd. to & incl. 3 yds.; Track-type tractor on euclid loader	7.06	.45	.45		.02
HOIST, TWO OR MORE DRUMS; Motor patrol; Ross & similar type carriers on constr site	7.03	.45	.45		.02
AUTOMATIC FINEGRADER, Gurries & other types; Paver; Slip form; Paving & mixing machine; Roller, 25 tons or over; Rubber tired front-end loader, over 3 yds. to & incl. 5 yds.; Scraper, single	7.00	.45	.45		.02

DECISION #AP-237 (cont'd)

MODIFICATIONS P. 7

POWER EQUIPMENT OPERATORS (CONT'D):	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
MIXERMOBILE	$6.96	.45	.45		.02	
BORING MACHINE; Jeep, pickup or farm tractor mounted; Boring machine, large; Power auger large truck or tractor, mounted & punch	6.90	.45	.45		.02	
AIR DOCTOR; Asphalt paving machine; Asphalt paving machine screed op.; Bit grinder; Bituminous mixer paving travel plant; Concrete batch plant op.; Concrete curing machine; Concrete finish machine, paving; Concrete float & spreader; Concrete power saw, self-propelled; Concrete travel batcher; Crusher; Distributor; Elevating grader; Forklift on constr. job site; Gradall; Heavy duty drills, all types; Hot plant; Hot plant fireman, when in operation; Industrial locomotive; Mt. logger or similar type machine; Mucking machine; Pavement breaker, Emsco & similar; Power mixer, single or double drum; Pumpcrete or grout machine; Refrigerator plant; Roller, steel & self-propelled rubber on blade or hot mix oil paving; Roller, Wagner & similar types, rubber-tired dozer; Rubber-tired front-end loaders, 1 yd. to & incl. 3 yds.; Shovels, incl. all attachs., under 1 yd.; Track-type tractor, with or without attachs Track-type tractor with or without attachs. incl. track-type front-end loaders up to & incl. 5 cu. yds.; Trench machine; Belt finishing machine; Concrete batch plant., 1 & 2 mixers; DW 10, 15, 20 tractor pulling roller; Power saw self-propelled, multiple cut; Push tractor; Scraper, DW 15, 20, 21 & similar type if power unit is not used; Self-propelled sheepsfoot; Turnhead conveyor, or head tower, on batch plant; Wagner roller; Water pullop.	6.87	.45	.45		.02	

DECISION #AP-237 (cont'd)

MODIFICATIONS P. 8

POWER EQUIPMENT OPERATORS (CONT'D):	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
FIELD EQUIPMENT SERVICEMAN; Hydraulic & similar type; Oiler, hoist-house, dams; Shovel oiler, over 3 yds.; Winch truck with boom	6.77	.45	.45		.02	
CONCRETE MIXER, 4 bags & over	6.74	.45	.45		.02	
HOIST, SINGLE DRUM	6.66	.45	.45		.02	
A-FRAME TRUCK CRANE, winch truck & similar	6.65	.45	.45		.02	
CEMENT SILO; Form grader	6.64	.45	.45		.02	
HYDRO TAMPER	6.62	.45	.45		.02	
CHAIN BUCKET; Chip or gravel spreader, self -propelled; Conveyor loader, over 42" belt	6.57	.45	.45		.02	
AIR COMPRESSOR, two or more; Roller, steel & self-propelled rubber other than blade or hot mix oil paving; Rubber-tired front-end loaders, under 1 yd.	6.56	.45	.45		.02	
BROOM, self-propelled	6.52	.45	.45		.02	
CONCRETE MIXER, 3 bags & under; Fireman	6.46	.45	.45		.02	
CONVEYOR LOADER, up to & incl. 42" belt; Crusher conveyor	6.45	.45	.45		.02	
RETORT OPERATOR	6.42	.45	.45		.02	
MECHANIC AND/OR WELDER HELPER; Concrete batch plant oiler; Crane oiler; Farm type tractor, over 50 HP engine; Hot plant oiler, 100 tons per hr. & over; Oiler driver, rubber-tired crane	6.41	.45	.45		.02	
PUMPMAN	6.40	.45	.45		.02	
AIR COMPRESSOR, SINGLE; Concrete batch plant oiler, up to & incl. 2 mixers	6.37	.45	.45		.02	

DECISION #AP-237 (cont'd) MODIFICATIONS P. 9

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
POWER EQUIPMENT OPERATORS (CONT'D):					
SHOVEL, OILER, 3 yds. & under	6.36	.45	.45		.02
CRUSHER OILER & HELPER; Farmtype tractor, up to & incl. 50 HP engine; Field equip. service helper; Grade setter Heavy duty drill helper; Heaters, Herman Nelson & similar type; Oilers, other than shovels & cranes; Washer & screening plant oiler	6.33	.45	.45		.02
CONCRETE BATCH PLANT, 3 & 4 mixers	7.07	.45	.45		.02
CONCRETE BATCH PLANT, 5 mixers & over	7.27	.45	.45		.02
CONCRETE BATCH PLANT OILER, 3 mixers & over	6.68	.45	.45		.02
CONCRETE PUMP	7.65	.45	.45		.02
CRANE 81' to 130' BOOM	7.35	.45	.45		.02
CRANE 131' to 150' BOOM	7.40	.45	.45		.02
CRANE 151' BOOM & OVER	7.45	.45	.45		.02
MECHANIC AND/OR WELDER	6.97	.45	.45		.02
WHIRLEY CRANE OILER	6.70	.45	.45		.02
Painters:					
Brush	5.79	.25			
Paperhangers; Rollers up to 9"	6.04	.25			
Brush on steel	6.29	.25			
Spray; Sandblasting	8.04	.25			
Rollers over 9"	9.39	.25			
Add:					
Roofers	5.75				

MODIFICATIONS P. 10

DECISION #AP-241 - Mod. #1 (37 FR 19916 - September 22, 1972) Custer and Yellowstone Counties, Montana	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
Change:						
Carpenters (Custer County):						
Carpenters	$5.65	.30	.35		.01	
Piledrivermen	5.90	.30	.35		.01	
Millwrights	6.15	.30	.35		.01	
Laborers (Custer County):						
General laborers	4.89	.35	.25		.03	
Jackhammer op.; Mechanical tampers; Pipelayers (all types); Pavement breakers; Pneumatic & electric tool ops.; Pipewrappers	5.11	.35	.25		.03	
Mason & plaster tenders	5.39	.35	.25		.03	
Laborers (Yellowstone County):						
General laborers; Concrete laborers; Chuck tenders & Nippers	5.04	.35	.25		.03	
Cement handler (sack or bulk); Jackhammer op.; Mortarman; Pipelayer (all types); Pipewrapper; Primerhouseman	5.26	.35	.25		.03	
Mason & plaster tenders	5.29	.35	.25		.03	
Painters:						
Brush	5.54	.25	.20			
Steel	5.79	.25	.20			
Spray	6.32	.25	.20			
Plumbers; Steamfitters	7.30	.40	.40		1½%	
Roofers	5.755					
Sheet metal workers	6.62	.27	.20		.02	

POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth.
ASPHALT PAVING MACHINE; Air doctor; Bit grinder; Bituminous mixer; Bulldozers; Boring machine, large; Concrete finish machine, paving; Concrete float & spreader; Crusher and/or screening plant, portable; Distributor; Elevating grader; Front end loader, rubber-tired, 1 yd. & incl. 3 yds; Heavy duty rotary drills; Quarry master; Hoist, two or more drums; Hot plant fireman; Industrial locomotive; Mucking Machine; Pavement breaker, Emsco & similar type; Paver mixer, single or double drum; Power saw, self-propelled, multiple cut; Pumpcrete or grout machine; Roller, finish high type pavement; Ross & similar type carriers, on construction site; Roller, 25 tons or over; Screed; Shovel, incl. all attachs., under 1 yd.; Track-type tractor with or without attachs., incl. track-type loader, front-end up to & incl. 5 cu. yds.; Traxcavator, & Athey type loader; Wagner roller & similar type	6.87	.45	.45		.02	
A-FRAME TRUCK CRANE; Hoist; single drum	6.62	.45	.45		.02	
AIR COMPRESSOR, SINGLE; Crusher and/or screening plant helper, if over 2 units	6.36	.45	.45		.02	
AIR COMPRESSOR, TWO OR MORE; Front-end loader, rubber-tired, under 1 yd.; Roller, grade or finish	6.56	.45	.45		.02	
BELT FINISHING	6.54	.45	.45		.02	
BORING MACHINE, small; Firemen; Mixer, concrete, 3 bags or under; Retort	6.43	.45	.45		.02	
CABLEWAY	7.39	.45	.45		.02	
CEMENT SILO	6.64	.45	.45		.02	
CONCRETE BATCH PLANT; Crusher and/or screening plant, stationary	6.76	.45	.45		.02	

POWER EQUIPMENT OPERATORS (CONT'D):	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
HELICOPTER HOIST	7.37	.45	.45		.02	
CONVEYOR; Chip & gravel spreader	6.57	.45	.45		.02	
CRANE OPERATORS:						
To & incl. 80' w/jibs	7.03	.45	.45		.02	
81' to 130' boom	7.18	.45	.45		.02	
131' to 150' boom	7.23	.45	.45		.02	
151' boom & over	7.28	.45	.45		.02	
ELECTRIC OVERHEAD CRANE; Euclid loader & similar type; Shovels, incl. all attachs., 1 yd. to & incl. 4 yds.; Tournapull, DW 20, 21, & similar type scrapers	7.06	.45	.45		.02	
CRANE OILER-DRIVER, rubber tired	6.42	.45	.45		.02	
DRILLING MACHINE, does not incl. jackhammer, wagon driller, or water liner; Field equipment serviceman; Winch truck with hydraulic boom	6.77	.45	.45		.02	
FORK LIFT, on construction site	6.66	.45	.45		.02	
FRONT-END LOADER, rubber-tired, over 3 yds. & incl. 5 yds.; LeTourneau, single & similar type; Motor patrol; Automatic finegrader, gurries & similar type	7.00	.45	.45		.02	
FRONT-END LOADERS, rubber-tired, over 5 yds. to & incl. 10 yds.; Scraper, twin-engine; Track-type front-end loaders, over 5 cu. yds. to & incl. 10 cu. yds.	7.10	.45	.45		.02	
FRONT-END LOADERS, rubber-tired, 10 yds. to & incl. 15 yds.; Track-type front-end loaders to & incl. 15 cu. yds.	7.20	.45	.45		.02	
FRONT-END LOADERS, rubber-tired, over 15 yds. (factory struck rating, not to include sideboards); Track-type front-end loaders, over 15 cu. yds.	7.30	.45	.45		.02	
GRADE SETTER; Herman Nelson heaters & similar type	6.33	.45	.45		.02	
LETOURNEAU, Tandem & similar type; Quad Cat	7.17	.45	.45		.02	

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
POWER EQUIPMENT OPERATORS (CONT'D):					
LOADERS, BARBER GREEN & similar type	6.51	.45	.45		.02
MECHANIC AND/OR WELDER, on job site	6.97	.45	.45		.02
MECHANIC AND/OR WELDER, HELPER; Heavy duty rotary drill helper; Oiler	6.32	.45	.45		.02
MIXER, CONCRETE, 3 bags & under	6.43	.45	.45		.02
MIXER, CONCRETE, 4 bags & over	6.68	.45	.45		.02
MIXERMOBILE	6.96	.45	.45		.02
PUMPMAN	6.37	.45	.45		.02
SHOVELS, over 4 yds.; Stiff leg, Guy derrick; Scraper, tandem 3 engines	7.36	.45	.45		.02
TRACTOR, rubber-tired, (Industrial)	6.31	.45	.45		.02
TOWER CRANE	7.36	.45	.45		.02
TRENCHING MACHINE	6.81	.45	.45		.02

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AM-1,711 - Mod. #5 (36 FR 14834 - August 11, 1971) Essex County, New Jersey						
Change:						
Building Construction						
Glaziers	$8.05	.45	.55	d	.01	
Laborers (Building):						
Remainder of County						
Laborers, pneumatic-gas-elec. tool op., mason tenders, mortar mixers, pipelayers (concrete-clay)	6.70	.40	.30			
Sheet metal workers	8.70	4%	4%			
DECISION #AM-1,712 - Mod. #5 (36 FR 14841 - August 11, 1971) Hudson County, New Jersey						
Change:						
Building Construction						
Glaziers	8.05	.45	.55	d	.01	
Sheet metal workers	8.60	5%	5%	2%		

MODIFICATIONS P. 15

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AP-37 - Mod. #1 (37 FR 24576 - November 17, 1972) Franklin & Pickaway Counties, Ohio						
Change:						
Bricklayers	$8.25	.30	.45		.02	
Carpenters	7.70	.30	.20		.02	
Millwrights	7.95	.30	.20		.02	
Piledrivermen	7.95	.30	.20		.02	
Soft floor layers	7.70	.30	.20		.02	
Stonemasons	7.40	.30	.45			
DECISION #AP-38 - Mod. #1 (37 FR 24580 - November 17, 1972) Greene & Montgomery Counties, Ohio						
Change:						
Electricians, Communication installer and linemen within 11 Mi. radius from 3rd & Main Sts.Dayton	$8.81	.35	1%+.70		.5%	
Electricians, Communication installer and linemen beyond 11 Mi. radius from 3rd & Main Sts.Dayton	9.04	.35	1%+.70		.5%	
DECISION #AP-40 - Mod. #1 (37 FR 24590 - November 17, 1972) Licking County, Ohio						
Change:						
Carpenters	$7.85	.30	.20		.02	
Millwrights	8.45	.30	.20		.02	
Piledrivermen	8.45	.30	.20		.02	
Soft floor layers - resilient floor layers	7.85	.30	.20		.02	
DECISION #AP-41 - Mod. #1 (37 FR 24594 - November 17, 1972) Lucas County, Ohio						
Change:						
Painters:						
Brush, paperhanger, drywall taper	$7.94	.50	.15			
Brush railings (brush), power, houses, refinery tanks	8.19	.50	.15			
Spray, sandblasting, pressure cleaning	8.49	.50	.15			
Open structural steel	8.19	.50	.15			

MODIFICATIONS P. 16

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AP-42 - Mod. #1 (37 FR 24599 - November 17, 1972) Mahoning County, Ohio						
Change:						
Bricklayers & Stonemasons (Township of Smith)	$8.70	.40	.25		.01	
Remainder of County	8.25	.35	.15		.02	
Marble setters	8.365					
Terrazzo workers	8.365					
Tile setters	8.365					
DECISION #AP-43 - Mod. #1 (37 FR 24603 - November 17, 1972) Muskingum County, Ohio						
Change:						
Carpenters	7.85	.30	.20		.02	
Millwrights	8.45	.30	.20		.02	
Piledrivermen	8.45	.30	.20		.02	
Soft floor layers	7.85	.30	.20		.02	
DECISION #AP-45 - Mod. #1 (37 FR 24613 - November 17, 1972) Stark County, Ohio						
Change:						
Carpenters	7.675	.30	.30			
Millwrights	8.06	.30	.30		.02	
Piledrivermen	8.06	.30	.30		.02	
Painters:						
Brush	6.37	.55	.20		.02	
Paperhanger	6.47	.55	.20		.02	
Spray	6.67	.55	.20		.02	
Industrial:						
Brush & roller	6.67	.55	.20		.02	
Spray	6.97	.55	.20		.02	
Sandblasting & Bridge	7.17	.55	.20		.02	
Structural steel	7.39	.55	.20		.02	
DECISION #AP-47 - Mod. #1 (37 FR 24623 - November 17, 1972) Trumbull County, Ohio						
Change:						
Bricklayers	$8.20	.35	.20		.02	
Brick Saw Men	8.45	.35	.20		.02	
Stonemasons	8.20	.35	.20		.02	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AP-316 - Mod. #6 (37 FR 17358 - August 25, 1972) Tulsa County, Oklahoma						
Change:						
Terrazzo workers	$6.65					
Terrazzo workers' helpers	5.30					
Terrazzo workers' helpers floor machine operator	5.40					
Terrazzo workers' helpers base machine operator	5.60					
Tile layers	6.65					
Omit:						
Marble & tile setters helper	3.90					
Add:						
Tile setters' helper	5.30					
DECISION #AP-360 - Mod. #1 (37 FR 24626 - November 17, 1972) Oklahoma County, Oklahoma						
Change:						
Marble masons	6.05					
Terrazzo workers	6.05					
Terrazzo workers' helper	4.80					
Terrazzo floor machine man	5.00					
Terrazzo base machine man	5.30					
Tile setters	6.05					
Roofers	6.25		.25		.04	
Omit:						
Tile and marble helpers: Intermediate helpers	3.60					
Add:						
Tile and marble helpers: Experienced helpers	4.30					

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AM-1,854 - Mod. #8 (36 FR 16272 - August 20, 1971) Franklin County, Pennsylvania						
Change:						
Building Construction:						
Laborers	$5.53	.30	.30			
Plasterers tenders	5.58	.30	.30			
Blasters	6.13	.30	.30			
DECISION #AM-1,859 - Mod. #9 (36 FR 16299 - August 20, 1971) Mercer County, Pennsylvania						
Change:						
Modification #7 37 FR 2451 - November 17, 1972 to read Modification #8						
DECISION #AM-5,967 - Mod. #5 (36 FR 24027 - December 17, 1971) Bedford, Cameron, Clarion, Clinton, Elk, Forest, Fulton, Huntingdon, Mifflin, and Potter Counties, Pennsylvania						
Change:						
Heavy and Highway, Power Equipment Operators (See Modifications Ps. 19 & 20)						

MODIFICATIONS P. 19

DECISION #AM-5,967 (Cont'd)

PA-5-PEO-2-3- E (1-2)

HEAVY AND HIGHWAY CONSTRUCTION POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Austin-Western or similar (25 ton & over) Austin-Western or similar (under 25 ton) autograder (C.M.I. & similar) backfiller, backhoe - 360° swing, cableway, caisson drill (similar to Hugh Williams) central mix plant, cooling plant, concrete paving mixer, cranes, cranes (tower-stationary-climbing tower crane) derrick, derrick boat, dragline, dredge, dredge hydraulic (1 leverman - 1 oiler - 1 apprentice) elevating grader, franki pile machine, gradall (remote control or otherwise) grader (power - fine grade) guard rail post driver (truck Mtd.) guard rail post driver (skid type) (self-propelled-Arrow or sinilar) helicopter (over 1500 lb. lift) Helicopter (under 1500 lb. lift) hi-lift (4 cy. and over) hoist 2 drums or more (in one unit) kocal, koering skooper, lead mechanic, locomotive (std. guage) mix mobile, mix mobile (with self-loading attachment) mucking machine (tunnel) pile driver machine, pipe extrusion machine, presplitter drill (self-contained) quad nine, refrigeration plant (soil stabilization) scraper (multi-bowl) shovel - power, slip form paver (C.M.I. and similar) trenching machine (30,000 lbs. and over) trenching machine (under 30,000 lbs.) tunnel machine (Mark XXI Jarva or similar) Whirley	$7.44	.35	.50		.04	
Asphalt paving Machine (Spreader) asphalt plant op., athey loader auger (tractor Mtd.) auger (truck Mtd.) backhoe (rear pivotal swing) (180° swing) boring machine, cable placer or layer, compactor with blade, concrete batch plant (electronically synchronized) concrete belt placer (C.M.I. and similar) concrete mixer (over 1 cy.) concrete pump, core drill (truck or skid Mtd. - similar to Penn drill) dozer, euclid loader, grader-power, grease unit operator (head) hi-lift (under 4 cy.) job work boat (powered), jumbo operator, locomotive (narrow guage)						

MODIFICATIONS P. 20

DECISION #AM-5,967 (Cont'd)

PA-5-PEO-2-3-E (2-2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
mechanic, minor equipment operator (accumulative four units) mucking machine, over-head crane, roller - power - asphalt ross carrier scraper side boom or tractor mounted boom stone crusher (screening - washing plants) stone spreader (self-propelled) truck mounted drill (Davey or similar) welder and repairman, well point pump operator	$7.16	.35	.50		.04	
Compactors/Rollers (static or vibratory) (self-Propelled) minor equipment operator (two to three units) soil stabilizer machine, tire repairman, tube finisher (C.M.I. or similar) well driller and horizontal	5.17	.35	.50		.04	
Ballast regulator, compressor, concrete finishing machine and spreader, concrete mixer (1 cy. and under with skip) Concrete saw (ridden or self-propelled) elevator (material hauling only) forklift (ridden or self-propelled) form line machine, generator, crout pump, heater (mechanical) hoist (single drum) ladavator, light plant, mulching machine, pavement breaker (self-propelled or ridden) personnel boat (powered) pulverizer, pumps, seeding machine, spray cure machine (power driven) subgrader tie puller, tie tamper (multi-head) tractor - sanking and hauling, tugger welding machine (gas or diesel) winch or hydraulic boom truck (when hoisting and placing)	4.68	.35	.50		.04	
Deck hand, farm tractor, fireman on boiler, mechanic's helper, oiler, power broom, side delivery shoulder spreader	4.57	.35	.50		.04	

DECISION #AM-5,968 - Mod. #7
(36 FR 24028 - December 17, 1971)
Crawford, Indiana, McKean, Venango, and Warren Counties, Pennsylvania

Change:
Heavy and Highway, Power Equipment Operators (See Modifications Ps. 22 & 23)

DECISION #AM-5,969 - Mod. #6
(37 FR 244 - January 7, 1972)
Centre, Clearfield, Jefferson and Freen Counties, Pennsylvania

Change:
Heavy and Highway, Power Equipment Operators (See Modifications Ps. 22 & 23)

DECISION #AM-5,972 - Mod. #7
(36 FR 24031 - December 17, 1971)
Beaver County, Pennsylvania

Change:
Heavy and Highway, Power Equipment Operators (See Modifications Ps. 22 & 23)

DECISION #AM-5,973 - Mod. #5
(36 FR 24032 - December 17, 1971)
Butler, Cambria, Fayette and Somerset Counties, Pennsylvania

Change:
Heavy and Highway, Power Equipment Operators (See Modifications Ps. 22 & 23)

DECISIONS #AM-5,968, #AM-5,969, #AM-5,972, #AM-5,973 (Cont'd)

PA-2-PEO-2-3- (1-2)

HEAVY & HIGHWAY CONSTRUCTION POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.	Others
Austin Western or Similar (25 ton & over) Austin Western or Similar (under 25 ton) Autograder (C.M.I. & similar) Backfiller, Backhoe - 360° Swing, Cableway, Caisson Drill (Similar to Hugh Williams) Central Mix Plant, Cooling Plant, Concrete Paving Mixer, Cranes, Cranes (Tower - Stationary-Climbing Tower Crane) Derrick, Derrick Boat, Dragline, Dredge, Dredge Hydraulic (1 Leverman - 1 Oiler - Apprentice) Elevating Grader, Franki Pile Machine, Gradall (Remote control or otherwise) Grader (Power-Fine Grade) Guard Rail Post Driver (Truck Mtd.) Guard Rail Post Driver (Skid Type) (Self Propelled - Arrow or similar) Helicopter (over 1500 lb. lift) Helicopter (under 1500 lb. lift) Hilift (4cy. and over) Hoists 2 Drums or more (in one unit) Kocal, Koering Skooper, Lead Mechanic, Locomotive (std. Guage) Mix Mobile, Mix Mobile (with self loading Attachment) Mucking Machine (Tunnel) Pile Driver Machine, Pipe Extrusion Machine, Presplitter Drill (Self Contained) Quad Nine, Refrigeration Plant (Soil stabilization) Scraper (Multi-bowl) Shovel - Power, Slip Form Paver C.M.I. and similar) Trenching Machine (30,000 lb. and over) Trenching Machine (under 30,000 lb.) Tunnel Machine (Mark XXI Jarva or similar) Whirley	$7.73	.35	.50		.04	
Asphalt Paving Machine (Spreader) Asphalt Plant Operator, Athey Loader, Auger (Tractor Mtd,) Auger (Truck Mtd.) Backhoe (Rear Pivotal Swing) (180° Swing) Boring Machine, Cable Placer or Layer, Compactor with blade, Concrete Batch Plant (Electronically Synchronized) Concrete Belt Placer (C.M.I. and Similar) Concrete Mixer (over 1 cy.) Concrete Pump, Core Drill (Truck or skid Mtd. - similar to Penn Drill) Dozer, Euclid Loader, Grader - Power, Grease Unit Operator (Head) Hilift (under 4 cy,) Job Work Boat (Powered)						

MODIFICATIONS P. 23

DECISIONS #AM-5,968, #AM-5,969, #AM-5,972, #AM-5,973 (Cont'd)

PA-2-PEO-2-3- '3 (2-2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Jumbo Operator, Locomotive (narrow guage) Mechanic, Minor Equipment Operator (Accumulative four units) Mucking Machine, Over-head Crane, Roller-power-asphalt, Ross Carrier, Scraper, Side Boom or tractor mounted boom, stone Crusher (Screening-Washing Plants) Stone Spreader (Self-propelled Truck Mounted Drill (Davey or similar) Welder and Repairman, Well Point Pump Operator	$7.47	.35	.50		.04	
Compactors/Rollers (Static or Vibratory) (Self-propelled) Minor Equipment Operator (Two to three units) Soil Stabilizer Machine, Tire Repairman Tube Finisher (C.M.I. or similar) Well Driller and Horizontal	5.46	.35	.50		.04	
Ballast Regulator, Compressor, Concrete Finishing Machine and Spreader, Concrete Mixer (1 cy. and under with Skip) Concrete Saw (Ridden or self-propelled) Conveyor, Curb Builder (Self-propelled) Elevator (Material hauling only) Forklift (Ridden or self-propelled) Form line Machine, Generator, Crout Pump, Heater (Mechanical) Hoist (single drum) Ladavator, Light Plant, Mulching Machine, Pavement Breaker (self-propelled or ridden) Personnel Boat (Powered) Pulverizer, Pumps, Seeding Machine, Spray Cure Machine (Power driven) Subgrader, Tie Puller, Tie Tamper (Multi-head) Tractor-snaking and hauling, Tugger, Welding Machine (Gas or Diesel) Winch or Hydraulic Boom Truck (when hoisting and placing)	5.01	.35	.50		.04	
Deck Hand, Farm Tractor, Fireman on Boiler, Mechanic's Helper, Oiler, Power Broom, Side Delivery Shoulder Spreader	4.86	.35	.50		.04	

MODIFICATIONS P. 24

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
DECISION #AP-423 - Mod. #1 (37 FR 20458 - September 29, 1972) Dauphin County, Pennsylvania					
Change:					
Building Construction:					
Bricklayers & blocklayers	7.40		.685		
Soft floor layers	7.19	.20	.25		.04
Stonemasons	7.40		.685		
Painters:					
Brush	6.37	.18	.15		
Structural steel	6.82	.18	.15		
Spray	7.12	.18	.15		
Tanks, bridges, stocks	7.62	.18	.15		
DECISION #AP-424 - Mod. #1 (37 FR 20460 - September 29, 1972) Cumberland County, Pennsylvania					
Change:					
Building Construction:					
Bricklayers & blocklayers	7.40		.685		
Soft floor layers	7.19	.20	.25		.04
Stonemasons	7.40		.685		
Painters:					
Brush	6.37	.18	.15		
Structural steel	6.82	.18	.15		
Spray	7.12	.18	.15		
Tanks, bridges, stocks	7.62	.18	.15		
DECISION #AM-8,610 - Mod. #3 (37 FR 10322 - May 19, 1972) Anderson and Roane Counties, Tennessee					
Change:					
Asbestos workers	$7.40	.25	.15		.03
Electricians (Oak Ridge in Anderson & Roane Co.):					
Electricians & Linemen	6.86	.25	1%		.5%
Cable splicers	7.36	.25	1%		.5%
Glaziers	5.75		.25		.005
Painters:					
Commercial	6.00		.20		.02
Industrial	6.35		.20		.02
Plumbers and Steamfitters	6.95	.35	.45	.30+e	.05

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
DECISION #AP-349 - Mod. #6 (37 FR 20503 - September 29, 1972) Galveston County, Texas						
Change:						
Line Construction:						
Lineman	$7.765	.28	1%		1/2%	
Groundmen	5.32	.28	1%		1/2%	
Groundmen (1st 6 mos.)	3.87	.28	1%		1/2%	
DECISION #AP-350 - Mod. #6 (37 FR 20506 - September 29, 1972) Harris County, Texas						
Change:						
Line Construction:						
Lineman	7.765	.28	1%		1/2%	
Groundmen	5.32	.28	1%		1/2%	
Groundmen (1st 6 mos.)	3.87	.28	1%		1/2%	
DECISION #AP-440 - Mod. #1 (37 FR 23493 - November 3, 1972) The Cities of Norfolk, Chesapeake, Portsmouth and Virginia Beach, Va.						
Change:						
Linemen	$6.90	.25	1%		1%	
Cable splicers	6.90	.25	1%		1%	
Piledrivermen & dock builders	5.30	.20	.20			
DECISION #AP-441 - Mod #1 (37 FR 23495 - November 3, 1972) Henrico County and the City of Richmond, Virginia						
Change:						
Bricklayers & stonemasons	6.25	.35	.20			
Piledrivermen & dock builders	5.30	.20	.20			

DECISION #AP-442 - Mod. #1
(37 FR 24512 - November 17, 1972)
Washington, D. C.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Change:					
Elevator constructors	$8.58	.195	.20	2% + a&b	.005
Elevator constructors' helpers	6.01	.195	.20	2% + a&b	.005

Add:

3-D.C.-4- h 2 of 2

SEWER AND WATER LINES	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
LABORERS:					
Open Cut:					
Laborers, probationary (1st 60 days)	$ 4.33	.25	.25		.03
Laborers, jackhammer, rammers, and spaders	5.41	.25	.25		.03
Timbermen, sheeting-man, shoringman, caulkers, pipelayers' helpers	5.56	.25	.25		.03
Bottom man	5.46	.25	.25		.03
Wagon drillers, air track drillers	5.76	.25	.25		.03
Pipelayers	5.76	.25	.25		.03
Rock drillers	5.51	.25	.25		.03
Tunnel:					
Brakeman, bull gang, dumper, trackman, concrete man	6.045	.25	.25		.03
Chuck tender, powderman in prime house, form setters and movers, nippers, cablemen, housemen, grout men, bell or signal man, top or bottom, vibrator operator, caulkers helpers	6.345	.25	.25		.03
Miners, rodmen, re-bar underground, concrete or gunite, nozzleman, powderman, timberman, wood, steel including liner plate or any other support material, motormen, caulkers, diamond drill, riggers, cement finishers underground, welders and burners, shield driver	6.995	.25	.25		.03
Mucking machine operator	7.245	.25	.25		.03
	DAILY RATE				
COMPRESSED AIR:					
Guage Pressure Pounds / Work Period Minutes					
From 1 to 14 / 360	61.56	a	b		
" 14 to 22 / 360	64.76	a	b		
" 22 to 32 / 268	67.96	a	b		
" 32 to 38 / 240	71.16	a	b		
" 38 to 44 / 240	73.86	a	b		

FOOTNOTES:

a. Employer contributes $2.00 per day to Health & Welfare.

b. Employer contributes $2.00 per day to Pension.

c. $4.00 per week when employee has worked 90 days; and works three days in any work week.

SUPERSEDEAS DECISION

STATE: Alabama
DECISION NUMBER: AP-140
COUNTY: Jefferson
DATE: Date of Publication
Supersedes Decision No. AP-120 dated August 18, 1972 in 37 FR 16734
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Highway Construction.

37 Alabama-1-I 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$6.79	.18	.15			
Boilermakers	6.85	.40	.60		.01	
Bricklayers, pointers, caulkers and stonemasons	6.95	.25	.25		.05	
Carpenters and Soft floor layers	6.30	.30	.20		.04	
Millwrights	7.60				.04	
Piledrivermen	6.50	.30	.20		.04	
Cement masons	6.58					
Electricians	7.35	.25	1%		1%	
Cable splicers	7.60	.25	1%		1%	
Elevator constructors	6.04	.17	.185	2%+a+b	.005	
Elevator constructors' helpers	4.23	.17	.185	2%+a+b	.005	
Elevator constructors' helpers (prob.)	50% JR					
Claziers	6.30	.20	.20		.01	
Ironworkers:						
Structural, ornamental and Reinforcing	7.55	.42	.25		.04	
Lathers	6.55		.10		.01	
Linemen:						
Linemen	4.65	.15	1%	.15	.5%	
Groundmen under one year	2.25	.15	1%	.15	.5%	
Groundmen one year and over	2.60	.15	1%	.15	.5%	
Operators	3.85	.15	1%	.15	.5%	
Marble setters	5.65					
Painters:						
Brush	6.35		.25			
Structural steel and spray	6.85		.25			
Paperhangers	6.50		.25			
Plasterers	6.72					
Plumbers and pipefitters	8.05	.25	.25		.07	
Roofers	4.95		.20			
Sheet metal workers	7.35	.20	.25		.02	
Sprinkler fitters	8.05	.30	.40		.05	
Tile setters and terrazzo workers	6.00					

AP-140 P. 2

37-Alabama-1-I 2 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Truck drivers:						
Up to but not including 1½ tons	4.90					
1½ to but not including 3 tons	5.10					
3 tons to but not including 5 tons	5.35					
5 tons and over including special equipment	5.50					
Welders, riggers, riveters - receive rate prescribed for craft performing operation to which welders, riggers and riveters are incidental.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:
a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

37 - ALA - LAB - 1 - B

BUILDING CONSTRUCTION LABORERS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
GROUP A:					
Air or electric tool operators	$4.60	.15	.20		
GROUP B:					
Vibrators operators, chain saw ops., of mechanical equipment which replaces wheelbarrows or buggies, power mowers, mortar mixers, pipe layers, conc. & clay	4.55	.15	.20		
GROUP C:					
Plasterers' tenders & hod carriers	4.50	.15	.20		
GROUP D:					
Asphalt rakers	4.60	.15	.20		
GROUP E:					
Mason tenders & building laborers	4.45	.15	.20		
GROUP F:					
Burners on demolition, wagon drill operators	4.85	.15	.20		
GROUP G:					
Powderman	5.275	.15	.20		
GROUP H:					
Caisson-driller	5.20	.15	.20		
GROUP I:					
Mucker	4.55	.15	.20		
GROUP J:					
Tunnel miner	5.25	.15	.20		
GROUP K:					
Pneumatic concrete gun operator and nozzleman	5.15	.15	.20		
GROUP L:					
Chuck tender	5.00	.15	.20		
GROUP M:					
Tunnel laborer	4.85	.15	.20		

ALS 2-PEO-1-F

BUILDING CONSTRUCTION POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
Group A Asphalt plant, boom tractor, bulldozer, cableways, core driller, compressors (2 or more), crane-derrick-dragline, dinky locomotive, dredges, fork lift, front end loader, gradall, heavy duty mechanic, hoist (1 drum or more), mixers push tractor, quarry master, scrapers, shovels, trenching machine (and all similar equipment), winch trucks	$6.80	.20	.20			
Group B Air compressor (over 125), asphalt spreader, blade graders (pull type), boat operator, conveyor (2 or more up to 4), crawler tractor distributors (bituminous surface), farm tractors, finishing machine, pumps over 4 inches, rollers, welding machine (4 or more)	6.60	.20	.20			
Group C Air compressor (125 & under), apprentice engineer (oilers-firemen), conveyor (1) tended by oiler), mechanic helpers, pumps (under 4 in.), welding machines (3 or under)	5.95	.20	.20			
Group D On Steel Erection: Crane, dragline, derrick, hoist operator, piledriver, winch truck, fork lift	7.40	.20	.20			
Group E Tractors, welding machines, gasoline driven (4 or more), 1-welding machine no operator, Air compressors (1-125 or larger up to but not including 3)	7.05	.20	.20			
Group F Gas or diesel welding machine (up to 4 tended by oiler), apprentice engineers (oilers-firemen)	6.05	.20	.20			

AP-140 P. 5

Alabama - 3 - Zone #1 N

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Bricklayers	$3.65					
Carpenters	3.77					
Carpenters' helper	2.70					
Concrete finisher	3.45					
Concrete finisher helper	3.00					
Concrete saw operator	2.45					
Ironworker, structural	5.79					
Ironworker helper, structural	3.10					
Ironworker, reinforcing	4.20					
Ironworker helper, reinforcing	3.00					
Laborers:						
Air tool operator	2.45					
Asphalt raker	2.60					
Concrete laborer	2.45					
Unskilled	2.25					
Pipelayers	2.85					
Powderman and blaster	3.05					
Powderman and blaster helper	2.70					
Saw operator	2.45					
Side rail or form setter	2.88					
Wagon drill operator	2.55					
Painters	4.73					
Painter helpers	3.00					
Piledrivermen	4.02					
Piledrivermen helper	3.18					
Truck Drivers:						
Under 1½ ton capacity	2.30					
Single-rear axle	2.55					
Multi-rear axle or heavy duty, off road, single axle	2.85					
Welders - receive rate prescribed for craft performing operation to which welding is incidental.						

AP-140 P. 6

Alabama - 8 - PEO - 3 - A

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS:						
Air compressors	$2.85					
Aggregate spreader	3.00					
Asphalt distributors	3.60					
Asphalt mixer & pug mills & batch plants	3.30					
Asphalt paving machines	3.30					
Asphalt plant driers	3.30					
Asphalt spreaders	3.60					
Bulldozers	3.30					
Bull floats	3.15					
Concrete mixer (3 bags & under)	2.70					
Concrete mixers (over 3 bags)	3.30					
Concrete paving machines	3.30					
Concrete paving finishing machine	3.30					
Concrete paving spreaders	3.30					
Cranes, clamshells, backhoe, derricks, draglines or shovels	3.60					
Conveyors	2.70					
Crush & screening plants	3.30					
Drilling machines	3.30					
Drilling machines helpers	2.70					
Elevating graders, gradalls, or Trenching machine	3.60					
Firemen	2.70					
Form Graders	2.70					
Hoists (2-drum or 2-cages or more)	3.30					
Hoists (1-drum)	3.15					
Mechanics	3.60					
Mechanic helpers	2.77					
Motor patrols	3.60					
Oilers & greasemen	3.00					
Paving subgraders	3.15					
Piledrivers	3.66					
Pumps	2.70					
Pumpcretes	3.15					
Rollers, Self-Propelled	2.82					
Rollers, Self-propelled (on asphalt bases & pavements)	3.30					
Scale operators	2.70					
Scalemen	2.70					
Scrapers	3.30					
Seeding & mulching machines	2.70					
Tractors & loaders:						
Farm rubber tired	2.74					
80 H. P. or less-drawbar capacity	2.74					
Over 80 H.P.	3.30					
Winch truck & "A" - frame	3.15					
Stripping machines (paint)	2.70					
Welders:						
Structural steel	5.75					
Utility	4.00					

SUPERSEDEAS DECISION

STATE: Illinois COUNTY: Kane
DECISION NUMBER: AP-32 DATE: Date of Publication
Supersedes Decision No. AM-8599 dated April 28, 1972 in 37 FR 8625.
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), and Heavy Construction.

45-ILLINOIS W 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
Asbestos workers	$8.25	.40	.275			
Boilermakers	8.75	.40	.75	4%	.01	
Boilermakers' helpers	8.65	.40	.75	4%	.01	
Bricklayers & Stonemasons	8.90	.40	.61		/	
Carpenters & Piledrivermen:						
Building	7.68	.35	.47			
Heavy	8.48	.35	.53			
Cement masons & Plasterers	8.90	.30	.50			
Electricians & Line Construction:						
(Northern ½ of County)						
Electricians	9.30	3%	3%	6%	.5 of 1%	
Linemen, digger operator	8.10	.25	1%		.25%	
Groundmen equipment operator	5.50	.25	1%		.25%	
Groundmen	5.30	.25	1%		.25%	
(Southern ½ of County)						
Electricians	8.90	3%	1%	4%	½%	
Linemen, digger operator	8.10	.25	1%		.25%	
Groundmen equipment operator	5.50	.25	1%		.25%	
Groundmen	5.30	.25	1%		.25%	
Glaziers	7.65	.16	.25		.01	
Ironworkers: Structural, Ornamental & Reinforcing	10.05	.25	.125		.045	
Laborers: (Building Construction)						
Common	6.60	.40	.30			
Power vibrator	6.70	.40	.30			
Jackhammer & Airspade operators	6.85	.40	.30			
Chain Saw	6.85	.40	.30			
Mortar Mixers	6.75	.40	.30			
Dynamiters & caisson Laborers	7.10	.40	.30			
Tile Layers & bottom men	6.95	.40	.30			
Lathers	8.11	.30			.01	
Leadburners	6.90	.30		a	.01	
Millwrights	7.68	.35	.47			
Painters:						
Brush	7.225	.40	.30		.04	
Spray	7.625	.40	.30		.04	
Plumbers & Steamfitters:						
Vicinity of Elgin	7.78	.28	.20	.34	.01	
Vicinity of Aurora	9.20	.34	.19	.25	.02	
Roofers	7.75	.40		.30		
Sheet Metal Workers	7.56	.30	.15	.57	.02	

45-ILLINOIS 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Soft Floor Layers	$7.68	.35	.47			
Sprinkler Fitters	8.75	.30	.50		.05	
Tile Setters	8.15	.30-5/8	.42			
Tile Setters' Helpers	6.80	.30-5/8	.325			
Terrazzo Workers	7.50					
Terrazzo Workers' Helpers & Floor Mach.	6.85					
Base Machine Operator	7.10					

Welders - receive rate prescribed for craft performing operation to which welding is incidental.

PAID HOLIDAYS: (WHERE APPLICABLE)

A-New Year's Day; B-Memorial Day-
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTE:

a. Eight paid holidays: A through F plus Washington's Birthday, Good Friday & Christmas Eve, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regular scheduled work days immediately preceding and following the holiday.

AP-32 P. 3

ILLINOIS-3-LAB-2-3 S

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
LABORERS: (HEAVY CONSTRUCTION)						
Common laborers, Asphalt laborers & helpers, Asphalt plant laborers, Stripping laborers, Concrete saw, Self-propelled saw, Laser beam	$6.50	.40	.30			
Air tampers & Vibrators	6.55	.40	.30			
Mortar & concrete mixers	6.60	.40	.30			
Stringline & form setters, Torchman, Sheeting & cribbing men, Black top rackers, Lutemen, Machine screwmen	6.65	.40	.30			
Chain saw men, Jackhammermen, Drillmen, Concrete breaker, Air spade, Dynamite handlers (helpers)	6.75	.40	.30			
Tunnel men, Tile layers & Bottom men	6.85	.40	.30			
Caisson diggers, Dynamiters	7.00	.40	.30			

AP-32 P. 4

ILLINOIS-14-PEO-1 H

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
POWER EQUIPMENT OPERATORS:						
BUILDING CONSTRUCTION						
CLASS I						
Asphalt plant, asphalt spreader, autograde, batch plant, benoto, (requires 2 engineers) boiler & throttle valve, caisson rigs, central redi-mix plant combination back hoe front endloader machine, compressor & throttle valve, concrete breaker (truck mounted) concrete conveyor, concrete paver over 27E cu. ft., Concrete paver 27E cu. ft. & under, concrete placer, conc-tower, cranes (all), cranes, hammerhead, derricks, (all), derricks travelling, grader, elevating Grouting machines, highlift shovels, or front endloader 2½ yds., & over, hoists, 1, 2, & 3 drum, hoists 2 tugger 1 floor, hydraulic boom trucks locomotives (all), motor patrol, piledrivers & skid rig, post hole digger, pre-stress machine, pump cretes dual ram (requiring frequent lubrication & water) pump cretes, squeeze cretescrew type pumps, gypsum bulker & pump, rock drill (truck mounted) scoops, tractor boom & side boom, trenchines, mechanics	$9.05	.40	.50	.20	.02	
CLASS II						
Boilers, bulldozers, broom, all power propelled, concrete mixer (2 bag and over) conveyor, portable forklift trucks, greaser engineer, highlift shovels of front endloaders under 2½ yds., hoists, automatic hoists, all elevators hoists, tugger single drum, rollers, all steam generators, stone crushers, tractors (all) winch trucks w/a "A" Frame	7.90	.40	.50	.20	.02	
CLASS III						
Air compressor, small 125 & under (1 to 5 not to exceed a total of 300 ft.) Air compressor, large over 125, combination, small equipment op. generators-large over 50kw, heaters mechanical, pumps over 3" (1 to 3 not to exceed a total of 300 ft.) pumps, well points, welding machines (2 through 5) winches 4 small electric drill winches	7.00	.40	.50	.20	.02	
CLASS IV						
Oilers	5.90	.40	.50	.20	.02	

HEAVY CONCSTRUCTION POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
CLASS I						
Asphalt plant, Asphalt heater and planer combination, Asphalt spreader, Autograde belt, loader Caisson Rigs, Central Redi-Mix Plant, Concrete Breaker (Truck Mounted) Concrete Conveyor, Concrete paver over 27E cu. ft. Concrete Placer, Concrete Tube Float, Cranes, All Attachments, Cranes Linden, Peco and machine of a like nature, Derricks All, Derricks Boats, Derricks Travelling; Dredges, Euclid loader Elevating type, Gradall & machines of a like nautre, Grader Elevating Hosits; 1, 2 & 3 Drum; Locomotives All, Mucking Machine, 1 cu. yd. & over, Mucking Machine, under 1 cu. yd., Piledrivers & Skid Rig, Pre-Stress Machine, Pump-Cretes Dual Ram (requiring frequent lubrication & water) Rock Dril-crane type, Slip-Form Paver, Straddle Buggies, Tractor woth boom, Tractaire-with attachments, Trenching Machines, Underground Boring and/or Mining Machines 5 ft. in diameter & over tunnel etc. Underground Boring and/or mining Machines under 5 ft., Wheel Excavator, Widener (Apsco)	$8.80	.40	.40	.10	.02	
CLASS II						
Mechanic-Welder, Batch Plant, Bituminous Mixer, Bulldozers, Combination Backhoe Front, Endloader Machine, Concrete Breaker or Hydro Hammer, Concrete Grinding Machine, Concrete Mixer or Paver 7S series to and including 27 cu. ft., Concrete Spreader, Concrete Curing Machine, Burlap Machine, Belting Machine & Sealing Machine Finishing Machine-Concrete, Grader *Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader, Hghlift Shovels or						

POWER CONTRUCTION OPERATORS (Cont'd)	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Front-End Loader, Hydraulic Boom Trucks (All Attachments) Locomotives, Dinky; Pump Cretes; Squeeze cretes, Screw type pumps, Gypsum Bulker & Pump Rock Drill (Self-propelled) Rototiller, seaman, etc., self-propelled, Scoops-Tractor Drawn, Self-Peopelled Compactor, Spreaders-chip-stone, etc. Scraper, Tank Car Heater, Tractors Push, Pulling Sheeps Foot, Disc Compactor, etc. Tug Boats	$8.30	.40	.40	.10	.02	
CLASS III						
Boilers, Boiler & Throttle Valve, Brooms; (All power prolled) Cement Supply Tender, Compressor & Throttle Valve, Concrete Mixer (2 bag & over) Conveyor; Portable, Fireman on Boilers Forklift Trucks Greaser Engineer, Grouting Machine, Hoists Automatic, Hoists All Elevators; hoists Tugger Single Drum, Jeep Diggers, Pipe Jacking Machines Post Hole Digger, Power Saw, Concrete power dirven, Pug Mills, Rollers (All), Steam Generators, Stone Crushers, Stump Machine, Winch Trucks w/a "A" Frame, Work Boats, Tamperform motor driven	7.80	.40	.40	.10	.02	
CLASS IV						
Air Compressors; All, Generators, Heaters Mechanical; Light Plants; All (1 through 5) Pumps (All), Pumps Well Points, Tractiare, Welding Machines (2 through 6)	6.85	.40	.40	.10	.02	
CLASS V						
Oilers						
Scraper-prime mover in tandem (regardless of size) Addt'l. $1.00 to Class II hourly rate for each hour and for each machine attached there * to Addt'l. $1.00 to Class II hourly rate for each hour)	5.85	.40	.40	.10	.02	

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
TRUCK DRIVERS:						
Bulk tank trucks, buses, dry batch trucks, dump or conveyor trucks, fuel trucks, grease trucks, low boys, service trucks, scissor trucks, telescope trucks, water trucks:						
2 or 3 axle trucks	$6.20	a12.00	a16.00			
4 axle trucks	6.35	a12.00	a16.00			
5 axle trucks	6.55	a12.00	a16.00			
6 axle trucks	6.75	a12.00	a16.00			
A frame truck when used for transportation purposes, air compressors & welding machines including those pulled by cars, pick-up trucks & tractors, ambulances, batch gate lockers, batch hopperman, carryalls, fork lift & hoisters, helpers, mechanic helpers & greasers	6.20	a12.00	a16.00			
Car & truck washers	6.05	a12.00	a16.00			
Dispatcher	6.30	a12.00	a16.00			
Dump crets & asgetors under 7 yards, mixer trucks under 7 yards	6.35	a12.00	a16.00			
Dump crets and adgetors 7 yards or over, explosive and/or fission material trucks, mixer trucks 7 yards & over	6.55	a12.00	a16.00			
Master mechanic	6.75	a12.00	a16.00			
Dumpsters, track trucks, euclids, hug bottom dump tournatrailers or tournapulls when pulling other than self-loading equipment of similar equipment:						
Under 16 cubic yards	6.35	a12.00	a16.00			
Over 16 cubic yards	6.55	a12.00	a16.00			
Mechanic	6.40	a12.00	a16.00			
Oil distributors - 2 man operation, pavement breakers, pole trailer, up to 40 feet, power mower tractors, self-propelled chip spreader, skipman, slurry trucks - 2 man operation, teamsters, unskilled dumpmen, warehousemen & dockmen, winch trucks 2 axles.	6.20	a12.00	a16.00			

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
TRUCK DRIVERS:						
Ready-mix plant hopper operator	$6.35	a12.00	a16.00			
Mobile crane while in transit, oil distributors 1-man operation, pole trailer, over 40 feet, slurry trucks 1-man operation, winch trucks, 3 axles or more	6.55	a12.00	a16.00			

FOOTNOTE:

a. Per week per employee

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
WELL DRILLERS:						
Drillers, Pump Installer, Welder and Mechanic	$7.70	.35	.35	a		
Tool Dresser, Helper	7.30	.35	.35	a		

FOOTNOTE:

a. Six (6) paid Holidays: New Year's Memorial Day; Independence Day; Labor Day; Thankgiving Day; Christmas Day.

SUPERSEDEAS DECISION

STATE: Louisiana PARISH: East Baton Rouge
DECISION NO.: AP-362 DATE: Date of Publication
Supersedes Decision No. AP-359, dated November 10, 1972 in 37 FR 23996.
DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories).

16 - LA - 1,2 e (1 - 2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others/
ASBESTOS WORKERS	$6.65	.30	.70			
BOILERMAKERS	6.80	.30	.50		.02	
BRICKLAYERS & STONEMASONS	6.66	.20	.15		.01	
CARPENTERS:						
Carpenters & piledrivermen	6.28	.15	.15		.04	
Millwrights	7.525					
CEMENT MASONS	5.575					
ELECTRICIANS:						
Electricians	7.75	.25	1%+.20		3/10%	
Cable splicers	8.00	.25	1%+.20		3/10%	
ELEVATOR CONSTRUCTORS:						
Journeymen	6.32	.195	.20	2%+a+b		
Helpers	70%JR	.195	.20	2%+a+b		
Helpers (Probationary)	50%JR					
GLAZIERS	5.30					
IRONWORKERS:						
Structural, Ornamental, Reinforcing	7.425	.20	.15		.015	
LABORERS:						
Building & general laborers, carpenter tenders	4.31	.10	.10			
Power tool operators (jackhammer, vibrator), pipelayers (concrete-clay)	4.41	.10	.10			
Mason tenders, hod carrier tenders, plaster tenders, cement mix (wet or dry) tenders, mortar mixers & cement mixers (wet or dry)	4.46	.10	.10			
LATHERS	5.90				.01	
MARBLE, TERRAZZO & TILE WORKERS:						
Journeymen	5.80					
Helpers	5.05	.15				
PAINTERS:						
Brush	5.70					
Industrial & steel	6.075					
Taping, floating and texture	5.95					
All spray painting; roller operators and using of mitts - 25¢ above journeymen's basic rate.						
All power tools for cleaning and preparing surfaces for painting - 25¢ above journeymen's basic rate.						

16 - LA - 1,2 e (1 - 2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
PAINTERS (CONT'D):						
All work on stacks, steeples, flag poles and all towers and tanks over 50 feet - 25¢ above journeymen's basic rate.						
All work off swing stage, bosun chair and spiders shall be paid - 25¢ above journeymen's rate.						
All work with creosote material or any similar material such as Service Cement paint - 25¢ above journeymen's basic rate.						
PLASTERERS	$5.875				.01	
PLUMBERS & PIPEFITTERS	7.20	.365	.475		.035	
ROOFERS:						
Roofers	5.685	.25	.20		.01	
Roofers' helpers	4.285	.25	.20		.01	
SHEET METAL WORKERS	6.85	.15	.10			
SPRINKLER FITTERS	7.30	.25	.40		.05	
TRUCK DRIVERS:						
Pickups & trucks 1 ton & under	4.15					
Trucks over 1 ton but less than 3 tons	4.45					
3 tons & over but less than 5 tons	4.60					
5 tons & over including winch, dempsey dumpster, lowboy, semi-trailer, euclid & tournapull	4.80					
Winch truck with "A" frame	4.75					
WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.						

FOOTNOTES:
a - 1st 6 mos. - none; 6 mos. to 5 yrs. - 2%; over 5 yrs. - 4% of basic hourly rate.
b - Paid Holidays - A through F.

PAID HOLIDAYS:
A-New Years' Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

LA. - 1 - PEO - 1 k

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
HEAVY DUTY OPERATOR Backhoe; Cable Way; Concrete Mixer, 16S & up; Crane; Derrick; Dragline; Dredge; Equipment Maintenance; Mechanic; Hoist - 2 drum; Locomotive Crane; Paving Mixer; Piledriver; Road Paver; Roller on Asphalt or Brick (5 tons & over); Shovel; Sideboom Cat; Bulldozer - 6 and over; Motor Patrol; Scraper; Hydrolift Crane, Hydrolift Truck, Yard Crane, Cherry Picker, etc.; Foundation, Boring and Reaming Machine; Cement Stabilizer; Trenching Machine; Asphalt Spreader; Traxcavator and similar front-end loading equipment with Scoop or Bucket of one (1) cubic yard or more capacity; Tug Boat Operator; Turnapull, Euclid, DW-10, and other similar self-loading earthmoving equipment; Concrete pump (not Pump Crete)	$6.66	.10	.15			
MEDIUM DUTY OPERATOR A-Frame Truck; Bulldozer - under 6; Crew Boat Operator; Fireman; Fork Lift; Straddle Buggy; Traxcavator, Scoopmobile and similar front-end loading equipment with Scoop or Bucket under one (1) cubic yard capacity; Locomotive; Well Point System; Unit Operator; Hoist - 1 drum, 4 stories or over	6.03	.10	.15			
LIGHT DUTY OPERATOR Air Compressor; Asphalt Plant Engineer; Blade Grader; Distributor (Bitum Surface); Finishing Machine (Concrete, Paving); Hoist - 1 drum, less than 4 stories; Concrete Mixer under 16S; Oiler Driver; Pump Crete; Street and Road Sweeper; Roller (except on asphalt or brick; Roller, asphalt or brick (under 5 tons); Post hole digger; Tractor operated Bush Hog & similar grass or bush cutting equipment	5.36	.10	.15			
Batch Plant Operator	4.93	.10	.15			
Mechanic Helper	4.76	.10	.15			
Oiler	4.63	.10	.15			
Pumps, under 3-inch suction	4.76	.10	.15			
Pumps, 3-inch suction or more	5.11	.10	.15			
Snatch Cat	5.11	.10	.15			

SUPERSEDEAS DECISION

STATE: Louisiana PARISH: Rapides
DECISION NO.: AP-363 DATE: Date of Publication
Supersedes Decision No. AP-300, dated July 7, 1972 in 37 FR 13455.
DESCRIPTION OF WORK: Building Construction (excluding single family homes and garden type apartments up to and including 4 stories).

11 - LA. - 1,2 o (1 - 2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
ASBESTOS WORKERS	$7.325	.325	.30		.02	
BOILERMAKERS	6.80	.30	.50		.02	
BRICKLAYERS - STONEMASONS	5.625					
CARPENTERS:						
Millwrights	6.00					
Carpenters	5.25					
Piledrivermen	5.75					
CEMENT MASONS	4.50					
ELECTRICIANS	7.25	.30	1%		1/2%	
ELEVATOR CONSTRUCTORS	6.32	.195	.20	2%+a+b		
ELEVATOR CONSTRUCTORS' HELPERS	70%JR	.195	.20	2%+a+b		
ELEVATOR CONSTRUCTORS' HELPERS(PROB.)	50%JR					
GLAZIERS	3.50					
IRONWORKERS:						
Structural; Ornamental; Reinforcing; Riggers	6.80	.30	.35		.04	
LABORERS:						
Powderman	4.00	.15				
Asphalt rakers & tampers; asphalt smoothers & shovelers; blasters helpers, pipelayers (concrete & clay); Kettlemen	3.65	.15				
Chain saw operator	3.60	.15				
Track laborers; sewer pipe joiners & setters; concrete workers (vibrators); hod carriers; creosote material handlers & acid workers; air tool operator (jackhammer, vibrator); mason tenders (cement); mortar mixers (dry & wet); buggy operators (concrete)	3.55	.15				
Laborers, building & construction Laborers, concrete; unskilled; mason tenders; plasterers' tenders; stone mason helpers; carpenter helpers	3.35	.15				
LATHERS	4.375				.01	

AP-363 P. 2

11 - LA. - 1,2 o (2 - 2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
PAINTERS:						
Brush; paperhangers; tapers & floaters	$5.15					
Commercial steel such as schools, churches or any commercial building with finished closed in roof deck or walls	5.15					
Other commercial steel brush, spraying; stage, window jacks, flag poles and steeples	5.50					
PLASTERERS	4.75				.01	
PLUMBERS - STEAMFITTERS	7.15	.30			.05	
SHEET METAL WORKERS	6.67	.30	.25		.05	
SPRINKLER FITTERS	7.30	.25	.40		.05	
ROOFERS:						
Steep	5.15					
Flat	4.90					
Helper	3.60					
Kettleman	4.65					
TRUCK DRIVERS:						
Under 1½ tons	2.00					
1½ tons and over	2.00					
WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.						

FOOTNOTES:
a - 1st 6 mos. - none; 6 mos. to 5 yrs. - 2%; over 5 yrs. - 4% of basic hourly rate.
b - Paid Holidays - A through F.

PAID HOLIDAYS:
A-New Years' Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

LA - '6 - PEO - 1 p

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
HEAVY DUTY OPERATORS Asphalt Spreader; Backhoe; Bulldozer, over D-4 and equivalent; Cableways; Concrete Mixer, over 16-s; Cranes; Derricks; Ditching or Trenching Machines; Draglines; Fork Lifts (setting steel, machinery or pile); Front-End Loaders (except Farm-type tractors); Grease Serviceman; Hoist, 1 drum 4 stories or more; Hoist, (2 drums and over); Hydrolifts; Heavy Duty Mechanic; Motor Patrols; Pile-drivers; Pump, concrete (6" & over); Road Pavers; Rollers on Asphalt or Brick; Scoopmobiles; Scrapers; Side-boom Cats; Shovels; Tractorvators; Welder, journeyman; Well Point System; Winch Cats (hoisting); Winch Truck, A-Frame (handling steel or pipe)	$6.65	.10	.15			
LIGHT DUTY OPERATORS Air Compressor; Asphalt Plant Operator; Bulldozers, D-4 and equivalent & under; Bullfloats; Concrete Spreader; Finishing Machines; Concrete Mixer (16-s or less); Concrete Saw; Distributors (Bitum Surface); Dowell Bar Machine; Farm-type Tractor (with all attachments except Backhoe); Fireman; Forklifts (other than setting steel, machinery or pipe); Hoist, 1 drum less than 4 stories; Kolum Buff Machine; Pull Cats; Pump (3" and over); Pump, concrete (under 6"); Rollers, except on asphalt or brick; Straddle Buggies; Sweepers on street & roads (Motorized); Winch truck, A-Frame (other than handling steel or pipe)	5.72	.10	.15			
Scaleman	5.50	.10	.15			
Oiler-Driler	5.46	.10	.15			
Mechanic Helper	5.23	.10	.15			
Oiler	5.02	.10	.15			

SUPERSEDEAS DECISION

STATE: Tennessee COUNTY: Hamilton
DECISION NO.: AP-139 DATE: Date of Publication
Supersedes Decision No. AM-8,611 dated May 19, 1972 in 37 FR 10324
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy Construction

33-Tenn.-1-2-K 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Asbestos workers	$7.40	.25	.15		.03
Boilermakers	6.85	.40	.60		.01
Bricklayers:					
Bricklayers, stonemasons, concrete block layers, tile setters, terrazzo workers & marble setters	5.35	.40+d			
Carpenters:					
Carpenters & soft floor layers	6.33	.15	.15		.03
Millwrights	6.78	.15	.15		.03
Piledrivermen	6.455	.15	.15		.03
Cement masons	5.60				
Power machine operator	5.80				
Swinging scaffold & bos'n chair	5.80				
Electricians and Linemen	7.25	.30	1%		½ of 1%
Cable splicers	7.50	.30	1%		½ of 1%
Elevator constructors	6.65	.195	.20	2%+a+b	.005
Elevator constructors' helpers	4.655	.195	.20	2%+a+b	.005
Elevator constructors' helpers (prob.)	3.325				
Glaziers	5.775		.10	e	
Ironworkers:					
Structural and Ornamental	6.60	.15	.15		.5%
Reinforcing	6.60	.15	.15		.5%
Lathers	6.35				.03
Lead burners	6.90	.30		c	.01
Painters:					
Commercial	5.85		.15		
Industrial	6.10		.15		
Sandblasting	6.35		.15		
Plasterers	6.35				
Plumbers	7.50	.25	.25		.07
Roofers:					
Composition, damp & waterproofers	5.90		.10		
Slate and tile	6.10		.10		
Kettlemen	5.60		.10		
Sheet metal workers	7.25	.30	.30		.02
Sprinkler fitters	8.05	.30	.40		.05
Steamfitters	7.50	.25	.25		.07

33-Tenn.-1-2-K 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
Truck Drivers:						
Up to 3 tons	4.58		f			
3 to 5 tons	4.73		f			
5 to 7 tons	4.88		f			
Helpers and warehousemen	4.58		f			
Special equipment	4.98		f			
Welders - receive rate prescribed for craft performing operation to which welding is incidental.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

c. Holidays, A through F plus Washington's Birthday, Good Friday and Christmas Eve, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Includes employer contribution to pension fund.

e. Employee who has worked more than 1, but less than 5 years, 2% of gross wages. Employee who has worked 5 years or more, 4% of gross wages.

f. $3.00 per week for each employee.

Tenn - 12-LAB-1-2-K

BUILDING AND HEAVY CONSTRUCTION

LABORERS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Powderman & motorized post hole diggers	$5.15	.10	.20			
Asphalt rakers, wagon drill op.	4.80	.10	.20			
Sewer pipelayers, yarner & potmen, steel form setters, mortar mixers, power saw op., air tool op.	4.70	.10	.20			
Powdermen helpers, form strippers, concrete puddlers, vibrator op., tenders to all trowel trades, carrying reinforced steel, operating motorized wheelbarrows, doping & painting of pipe, railroad track laborers, air spade op.	4.60	.10	.20			
Concrete & general laborers	4.50	.10	.20			
Barco tamper op. & specially designed tamper op.	4.85	.10	.20			
Free Air Shafts & Tunnels:						
Tunnel miner	5.30	.10	.20			
Pneumatic concrete gun op. & nozzleman	5.20	.10	.20			
Chuck tender	5.05	.10	.20			
Tunnel laborers	4.90	.10	.20			

Tenn. 3-PEO-1-2-K

BUILDING AND HEAVY CONSTRUCTION

POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
GROUP A						
Backhoes, Cableways, ross carriers, clamshells, cranes, derricks, draglines, turnapulls, pans, scrapers, scoops, etc., head tower machines, locomotive (over 20 tons), shovels, mechanics, welders, winch trucks with A-frame, skimmer scoops, locomotive cranes, overhead cranes, pile drivers, sked rigs, side boom tractors, euclid loaders, hoist (any size handling steel or stone), derrick boat, dredge boat, engines used in connection with hoist material with an attached device on tower or engine, mucking-machines, hi-lifts or end loaders 2½ yds., or over, finish graders on bluetop, trenching machines, cherrypickers, tower cranes, skylifts, gradall	$6.85	.20	.20			
GROUP B						
Tractors, farm type tractors with attachments, central compressor plants, elevators used for hoisting building material, central mixing plants, hoist, pump crete machine, concrete pumps, blackfillers (other than cranes), crushing plant operators, elevating graders earth augers, core drill pole machine operators, paving machines (concrete), boat operator or engineer (30 tons or over), tracmobile, maintainers, dozers, highlift and end loaders under 2½ yds., blacktop rollers, switchman, locomotive under 20 tons	5.05	.20	.20			
GROUP C						
Asphalt plant ops., barber green type loaders, engine tender other than steam, mixers, over 2 bags, not to include central plants, pumps (2 not more than 3), scarifiers, spreader box (bituminous), asphalt mixers, portable compressors (2 not more than 3),						

POWER EQUIPMENT OPERATORS: (Contd)	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Or
Group C (Contd)						
Rollers, Sub-Grader Machine, Tractors, Farm-type without attachments, Cable Head Tower engineman, Dredge booster pump operator, Boat Operator or Engineer, under 30 tons Finishing Machine, Fireman & Oiler (combination) Motor Crane Oiler & Driver, Welding Machine (2 not more than 3), Heaters, Stationery or Portable (to 5), Compressors (Portable 2 not more than 3 Greaser or Fuel Trucks	4.45	.20	.20			
Group D						
Air Compressor (1 Portable), Fireman, Portable Crushers, Welding Machine (1), Conveyors, pumps (1), Oiler, heater (1)	4.15	.20	.20			

SUPERSEDEAS DECISION

STATE: WISCONSIN COUNTY: BROWN
DECISION NUMBER: AP-53 DATE: Date of Publication
Supersedes Decision No. AM-423 dated August 18, 1971 in 36 FR 15966
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

5 - Wisconsin V 1 Of 2

BUILDING CONTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$6.40	.30	.10	.45+f		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	6.75	.25	.15	.30		
Carpenters	6.73	.25	.25		.02	
Cement masons	6.18	.25	.15	.30		
Electricians	7.70	.28	.1%	3%	½ Of 1%	
Elevator constructors	6.40	.17	.185	2%+a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	4.56	.35	.40	.50		
Ironworkers:						
Structural, ornamental & reinforcing	8.06	.50	.50	.50	.06	
Lathers	5.65					
Lead burners	7.80	.25		e	.01	
Marble setters	6.75	.25	.15	.30		
Marble setters helpers	4.34			.15		
Millwrights	6.98	.25	.25		.02	
Painters:						
Brush	6.00	.35				
Structural	6.38	.35				
Spray	6.38	.35				
Swing stage	6.38	.35				
Piledrivermen	6.98	.25	.25		.02	
Plasterers	6.75	.25	.15	.30		
Plumbers	7.30	.40	.60	.30	.03	
Roofers, composition	6.05			.25		
Sheet metal workers	6.75	.35	.15	h.53		
Soft floor layers	6.73	.25	.25		.02	
Steamfitters	7.30	.40	.60	.30	.03	
Stonemasons	6.75	.25	.15	.30		
Terrazzo workers:						
Terrazzo workers	6.75	.25	.15	.30		
Terrazzo helpers	4.34			.15		
Terrazzo floor grinders	4.54			.15		
Terrazzo base grinders	.459			.15		
Tile setters	6.75	.25	.15	.30		
Tile setters' helpers	4.34			.15		
Truck Drivers:						
Regular	5.27	d	c			
Tandem & Semi	5.35	d	c			
Welders - receive rate prescribed for craft performing operation to which welding in incidental.						

PAID HOLIDAYS:
A- New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays, A through F.

b. Employer contributes 4% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

c. Employer contributes $10.00 per week.

d. Employer contributes $27.71 per month.

e. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

f. .05 holiday pay.

g. Includes .15 holiday pay.

h. Includes .18 holiday pay.

AP-53 P. 3 Wis. - 15 - Lab N

BUILDING CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS H & W	PENSIONS	VACATION	APP. TR.	OTHER
Laborers:						
Construction laborers, form stripper, form oiler, form cleaner, dump men, pit men, building wrecker, plumbers laborer, motorized buggy operator, concrete laborer, air spade and chipping hammer, drag tender and signal man, concrete pump and nozzle man, bituminous worker.	$5.55	.25	.15			
Plasterer tender, hod carrier, dry cement handler, kettlemen, vibrator operator, slacking line, tile setter helper, core drill operator	5.60	.25	.15			
Jackhammer operator, driller, gunite men, burner on wrecking, air operated concrete breaker, sheeting driver, power tamper, fork lift operator, jamping jack, terrazzo grinder, mortar and plaster mixer, creosote worker, bob cat operator, sand blaster, welder, mud jack operator, precast erector, bituminous raker and luteman.	5.75	.25	.15			

AP-53 P. 4 Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25') tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

HEAVY AND HIGHWAY CONSTRUCTION LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

HIGHWAY CONSTRUCTION

POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Oth
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

POWER EQUIPMENT OPERATORS CONT'D:	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Oth
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION.

TRUCK DRIVERS:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS H & W	PENSIONS	VACATION	APP. TR.
Two axle trucks	$5.65	a	b	.35 + c	
Three or more axles	5.80	a	b	.35 + c	
Euclids or dumpter type hauling units	5.80	a	b	.35 + c	
Mechanic, truck	5.80	a	b	.35 + c	
Mechanic's helpers, truck	5.65	a	b	.35 + c	

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

SUPERSEDEAS DECISION

STATE: WISCONSIN
DECISION NUMBER: AP-54
COUNTY: DANE
DATE: Date of Publication
Supersedes Decision No. AM-424 dated August 18, 1971 in 36 FR 15970
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

13 - Wisconsin Z 1 Of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	7.80	.25	.15			
Carpenters	7.45	.25	.15			
Cement masons	7.35	.15	.20			
Electricians:						
Electricians	8.23	.29	1%	5%	.25%	
Cable splicers	8.88	.29	1%	5%	.25%	
Elevator constructors	6.75	.17	.185	2%+b&d	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+b&d	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	6.85	.40	.20		.01	
Ironworkers, structural	8.17	.25	.25		.03	
Ironworkers, ornamental	8.17	.25	.25		.03	
Ironworkers, reinforcing	8.17	.25	.25		.03	
Lathers	7.05	.20	.20		.01	
Leadburners	7.80	.25		e	.01	
Line construction:						
Linemen	7.65	.25	1%	5%	.25%	
Digger, crane & tractor operator	90%JR	.25	1%	5%	.25%	
Equipment operator, winch truck or truck tractor	78%JR	.25	1%	5%	.25%	
Equip. oper., line trucks w/o winch	75%JR	.25	1%	5%	.25%	
Experienced groundman	73%JR	.25	1%	5%	.25%	
Marble setter	6.95	.25	.15	.25		
Millwrights	7.60	.25	.15			
Painters:						
Brush	6.83	.36	.30	.20	.01	
Spray	7.58	.36	.30	.20	.01	
Structural steel (brush)	6.98	.36	.30	.20	.01	
Swing stage	7.08	.36	.30	.20	.01	
Sandblaster	6.83	.36	.30	.20	.01	
Piledriverman	7.60	.25	.15			
Plasterers	7.20	.15	.20			
Plumbers	7.92	.30	.40	.35	1%	
Roofers	6.90					
Sheet metal workers	8.30	.40	.15			
Soft floor layers	7.45	.25	.15			
Sprinkelr fitters	8.00	.25	.40			
Steamfitters	7.47	.30	.55	.65	.3%	
Stone masons	7.40	.15	.14		.05	
Terrazzo workers	7.20	.25	.15	.25		
Tile setters	6.95	.25	.15	.25		
Truck drivers	4.26	a	c	f		
Welders - receive rate prescribed for craft performing operation to which welding is incidnetal.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Employer contributes $27.71 per month.

b. Holidays: A through F.

c. Employer contributes $8.00 per week.

d. Employer contributes 4% of regular hourly rate to Vacation Pay credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

e. Hloidays: A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, regualrly scheduled work days immidiately preceding and following the holiday.

f. After 1 year's employment, 1 week paid vacation; after 3 years, but less than 10 years, 2 weeks paid vacation; over 10 years, but less than 20 years, 3 weeks paid vacation, 20 years or more 4 weeks paid vacation.

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
TRUCK DRIVERS:					
Two axle trucks	$5.65	a	b	.35 + c	
Three or more axles	5.80	a	b	.35 + c	
Euclids or dumpter type hauling units	5.80	a	b	.35 + c	
Mechanic, truck	5.80	a	b	.35 + c	
Mechanic's helpers, truck	5.65	a	b	.35 + c	

Footnotes:
a. $54.17 per month for employee who has been on payroll 30 days or longer.
b. $10.00 per week.
c. Includes .10 employer contrubution to holiday fund.

AP-54 P. 3

Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

AP-54 P.4

Wisc. 1 PEO A 2 of 2

POWER EQUIPMENT OPERATORS CONT'D.	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth

Wisconsin 14 - Lab I

BUILDING, SEWER, TUNNEL, WATERMAIN, NATURAL GAS & INCIDENTAL PAVING CONSTRUCTION:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Laborers, Building:						
Pneumatic tool op., air hammer, jackhammer, concrete buster, sheeting driver, air spade	$6.75	.25	.15			
Vibrator, air tamper & mortar mixer	6.65	.25	.15			
General laborer, concrete work, form strippers, mason temders, building wreckers	6.50	.25	.15			
Sewer and Watermain Construction:						
Pipe layer	6.85	.25	.15			
Caulker	6.75	.25	.15			
Bottomman, bracer & manhole builder (cement)	6.65	.25	.15			
General laborer	6.50	.25	.15			
Tunnel Construction:						
Caisson and miner	7.00	.25	.15			
General laborer	6.65	.25	.15			
Natural Gas Construction:						
Coating and wrapping	6.65	.25	.15			
General laborer	6.50	.25	.15			
Laborers on Bituminous Roadways:						
Raker and luteman	6.65	.25	.15			
Dumper, ironer, tamper	6.55	.25	.15			
Duster, shoveler, and sweeper & general laborer	6.50	.25	.15			
Laborers on Street Construction:						
Formsetter, joint sawer	6.65	.25	.15			
Puddler	6.60	.25	.15			
Strikeoff man & bullfloat	6.55	.25	.15			
Dumpman, pitman & general laborer	6.50	.25	.15			
Plasterers' Laborers:						
Master mixer	6.90	.25	.15			
Hod carrier	6.65	.25	.15			

HIGHWAY CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mud-jack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

HEAVY & HIGHWAY CONSTRUCTION

Wis 2 - LAB -2 -3 0

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	Appl. Tr.	Other
LABORERS						
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and Wrecking laborer; Bituminous worker Dumper, ironer, smoother, tamper, shoveler, loader, utilityman	$5.83	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree timmer	5.88	.25	.15		.02	
Group C						
Biv. or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.93	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, luteman; Chain saw operators	5.98	.25	.15		.02	
Group E						
Powderman, blaster	6.03	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water):						
Pipelayer	6.28	.25	.15		.02	
Bottom man	6.08	.25	.15		.02	
Topman	5.93	.25	.15		.02	

SUPERSEDEAS DECISION

STATE: WISCONSIN
COUNTY: EAU CLAIRE
DECISION NUMBER: AP-55
DATE: Date of Publication
Supersedes Decision No. AM-425 dated August 18, 1971 in 36 FR 15973
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

18-Wisconsin Q 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$8.25	.22	.35		.02	
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	7.00	.15	.15	.50	.03	
Carpenters	7.17	.25	.25		.03	
Cement masons	7.35			.40		
Electricians:						
Electircians, wiremen	8.20	3%	1%		¼ of 1%	
Elevator constructors	7.23	.17	.185	2% + a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2% + a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Ironworkers, structural	7.60	.40	.45		.02	
Ironworkers, ornamental	7.60	.40	.45		.02	
Ironworkers, reinforcing	7.60	.40	.45		.02	
Laborers:						
Laborers, common	5.40	.25	.15			
Mason tender	5.40	.25	.15			
Mortar mixer & plaster laborer, air, gas, elctric equipment, & vibrator operator, kettlemen dumpmen & pitlen, burner on wrecking, scaffold builder & washing walls on swinging scaffold	5.55	.25	.15			
Gunnite man & nozzle men, puddlers (when concrete pumps & when working behind paving machine), cement dumper, scaffold builder, kettlemen, burner on wrecker, dumpman & pitman	5.55	.25	.15			
Jackhammer	5.65	.25	.15			
Lathers	6.90					
Line Constrcution:						
Linemen	6.50	.25	1%	b+4%	.5%	
Cable splicer	7.10	.25	1%	b+4%	.5%	
Groundmen - Hvy. Truckdriver	4.77	.25	1%	b+4%	.5%	
Groundmen - Light Truckdriver	4.55	.25	1%	b+4%	.5%	
Equipment operator	5.40	.25	1%	b+4%	.5%	
Groundmen - 1st 6 months	3.78	.25	1%	b+4%	.5%	
Groundmen - thereafter	4.39	.25	1%	b+4%	.5%	
Lead burners	7.80	.25		c	.01	
Millwrights	7.57	.25	.25		.03	
Painters:						
Brush	4.55			5%		
Structural steel & iron painting	4.80			5%		
Swing stage	4.80			5%		
Spray	5.05			5%		
Sandblaster	5.05			5%		

18 - Wisconsin 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Piledrivermen	7.57	.25	.25		.03	
Plasterers	6.00					
Plumbers	7.36	.25	.30	8%		
Roofers:						
Composition	7.20			3%+10		
Kettlemen	6.95			3%+10		
Sheet metal workers	7.63	.32	.25			
Sprinkler fitters	8.00	.25	.40		.05	
Stramfitters	7.36	.25	.30	8%		
Stonemasons	7.00	.15	.15	.50	.03	
Terrazzo workers	6.02	.20		.50		
Tile setters	6.02	.20		.50		
Truck Drivers:						
Two axles	4.05	d	e	.20		
Three or more axles	4.20	d	e	.20		

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

b. Holidays: A through F.

c. Holidays, A through F plus Washington's Birthday and Good Friay, providing employee has worked 45 full days prior to the holidays, and the regularly scheduled work days immediatly preceding and following the holiday.

d. $36.83 per month for each employee.

e. $4.00 per week for each employee.

BUILDING AND HEAVY CONSTRUCTION

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

POWER EQUIPMENT OPERATORS CONT'D.

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer						
Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

AP-55 P. 5 Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION

LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS H & W	PENSIONS	VACATION	APP. TR.	OTHE
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

AP-55 P. 6 Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION

POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Oth
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTI
TRUCK DRIVERS:						
Two axle trucks	$5.65	a	b	.35 + c		
Three or more axles	5.80	a	b	.35 + c		
Euclids or dumpter type hauling units	5.80	a	b	.35 + c		
Mechanic, truck	5.80	a	b	.35 + c		
Mechanic's helpers, truck	5.65	a	b	.35 + c		

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

SUPERSEDEAS DECISION

STATE: WISCONSIN COUNTY: JUNEAU
DECISION NUMBER: AP-56 DATE: Date of Publication
Supersedes Decision No. AM-426 dated August 18, 1971 in 36 FR 15976
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

29-Wisconsin S 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos Wrokers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers & Stonemasons	5.95	.15				
Carpenters:						
So. of Hwy. #21 & E. of County Trunk # 80						
Carpenters	7.45	.25	.15			
Millwrights	7.60	.25	.15			
Piledrivermen	7.60	.25	.15			
Soft floor layers	7.45	.25	.15			
Camp Douglas, Huster, Elroy &vic.:						
Carpenters	6.70	.25	.15			
Millwrights	7.05	.25	.15			
Piledrivermen	7.05	.25	.15			
Soft floor layers	5.50			g		
N.E. section of Co. above Camp Douglas						
Carpenters	6.33	.25	.40	.18		
Piledrivermen	6.83	.25	.40	.18		
Millwrights	6.93	.25	.40	.18		
Cement masons	5.60	.15	.15			
Electricians	7.97	.23	1%			
Elevator constructors (Western ½ of Co.)	7.23	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (Western ½)	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers)prob)	50%JR					
Elevator constructors (Eastern ½ of Co.)	6.75	.17	.185	2%+a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	6.85	.40	.20		.01	
Ironworkers, structural, ornamental & reinforcing	8.17	.25	.25		.03	
Lathers (Extreme No. part of County)	6.08			.50		
Lathers (Balance of County)	7.05	.20	.20		.01	
Leadburners	7.80	.25		c	.01	
Marble setters	5.95	.15				
Marble setters' helpers	4.65					
Painters (South western part of Co.):						
Brush	5.47		.20			
Structural steel	5.72		.20			
Swing stage, bos'n chair	5.77		.20			
Spray	6.12		.20			
Painters (Remainder od County):						
Brush	4.00					
Structural steel	4.50					
Spray	4.50					

AP-56 P. 2 9-Wisconsin 2 of 2

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	H & W	PENSIONS	VACATION	APP. TR.	OTHERS
Plasterers $5.75					
Plumbers & Steamfitters 7.90	.35				
Roofers 6.13			5%		
Sheet metal workers 6.73	.20	.20			
Soft floor layers (Area No. of Camp Douglas) 5.75	.15	.10			
Sprinkler fitters 8.00	.25	.40		.05	
Terrazzo workers 5.95	.15				
Terrazzo workers' helpers 4.65					
Tile setters 5.95	.15				
Tile setters' helpers 4.65					
Truck drivers (Southern ½ of Co.):					
Building 4.55					
Dump truck drivers on excavating and grading 4.05					
Truck drivers (Northern ½ of Co.):					
General 3.63	e$26.50	f$4.00	b & d		
Ready-mix & dump 3.72	e$26.50	f$4.00	b & d		
Semi 3.82	e$26.50	f$4.00	b & d		
Welders - receive rate prescribed for craft performing operation to which welding is incidental.					

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day;
D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 2 years.

b. Holidays: A through F.

c. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Employee with 1 year's service - 1 week paid vacation; 3 year's service - 2 weeks paid vacation; 10 year's service - 3 weeks & 20 year's or more service - 4 weeks.

e. Per month for each employee.

f. Per week for each employee.

g. Holidays: A through F, providing employee works one year, and the day before and after the holiday. With one year of service employee also receives a one-week paid vacation.

	Basic Hourly Rates	FRINGE BENEFITS PAYMENTS H & W	Pensions	Vacation	App. Tr.	Other
LABORERS (BUILDING CONSTRUCTION)						
Building laborers, caisson top men helpers, cement & concrete workers, hand handling of pre-cast concrete decking products, wire, ironworkers & blacksmith laborers, wreckers & house movers, form oiler, form cleaner, concrete, dump men, pit men, signal man, scaffold building, cleanup work, railroad work, material conveyor, roofers hoist, powered sweepers, power buggie operation for concrete, tile & terrazzo laborers, form stripper	$5.15	.25	.15			
Drill, jackhammer & all types vibrators, hand carrier hod, handling of hot tar & asphalt, kettlemen, mortar & plasterer mixers, fork lift operator (masonry work), plaster & concrete pump, roofers, vibrators, welder & torch work, nozzle man, gunite man, creosote worker, sandblaster, concrete planer, concrete saw, mudjack, side grinders, wire brushers, roto hammers, air spades and other similar pieces of equipment, powered either by gas, electricity, or air	5.30	.25	.15			
Swinging scaffold & chimney work up to 40 ft.above solid-base structure	5.40	.25	.15			
Drill operators, tunnel & caisson, tunnel and sewer miners	5.70	.25	.15			
Flagmen, watchmen & water boys	4.82	.25	.15			
HEAVY AND HIGHWAY CONSTRUCTION - INCIDENTAL TO BUILDING						
Asphalt dumper & ironer, asphalt shoveler, asphalt smoother & tamper, asphalt utility men, axman (clearing & grubbing), conduit layer for mixer, dumper (truck to paver), guard fence builder, landscaper & sloper, strikeoff man, wire laborers	5.15	.25	.15			
Asphalt lute man & raker, asphalt plant scaler, bullfloat men, chain saw operator, formsetter (curb, walk & pavement), joint sawer (pavement), tampers & vibrator men	5.30	.25	.15			
Churn drill	5.59	.25	.15			
Dynamite man and blasters	5.87	.25	.15			

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

AP-56 P. 5 Wisc. 1 PEO A 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

WIS. 30 LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
LABORERS:					
Laborer, Wellpoint installation, wire mesh and reinforcement	$5.20	.25	.15		
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher, Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.40	.25	.15		
Pipelayer Laser Operator	5.65	.25	.15		
TUNNEL WORK					
Laborer, Carpusher, Topman	5.35	.25	.15		
Mucker, Pipelayer	5.60	.25	.15		
Miner	5.70	.25	.15		

AP-56 P. 6 Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

AP-56 P. 7 Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mud-jack; Operator	7.72	.45	.25		.05	

AP-56 P. 8 Wisc. - 4-PEO-3 L 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
POWER EQUIPMENT OPERATORS CONT'D:					
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
TRUCK DRIVERS:					
Two axle trucks	$5.65	a	b	.35 + c	
Three or more axles	5.80	a	b	.35 + c	
Euclids or dumpter type hauling units	5.80	a	b	.35 + c	
Mechanic, truck	5.80	a	b	.35 + c	
Mechanic's helpers, truck	5.65	a	b	.35 + c	

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

STATE: WISCONSIN
DECISION NUMBER: AP-57
Supersedes Decision No. AM-427 dated August 18, 1971 in 36 FR 15979
COUNTY: KENOSHA
DATE: Date of Publication
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

30 - Wisconsin X 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others/
Asbestos workers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers:						
Bricklayers	7.67	.40	.25	.40		
Stonemasons	7.67	.40	.25	.40		
Carpenters	7.37	.40	.40		.03	
Cement masons (building)	7.32	.40				
Cement masons (heavy and highway)	6.65	.25				
Electricians	8.55	.28	1%	.25		
Elevator constructors	6.94	.17	.185	2%+a&c	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&c	.005	
Elevator constructors' helpers (prob.)	50%JR					
Glaziers	5.10	.35	.40	.50		
Ironworkers, structural & ornamental	7.71	.40	.50	.50		
Ironworkers, reinforcing	7.71	.40	.50	.50		
Millwrights	7.57	.40	.40		.03	
Lathers	7.45		.20		.01	
Lead burners	7.80	.25		e	.01	
Painters, bruch & roller	6.26	.40	.20			
Painters, structural steel	6.41	.40	.20			
Painters, spray	7.01	.40	.20			
Painters, swing stage	6.46	.40	.20			
Piledrivermen	7.42	.40	.40		.03	
Plasterers	7.50	.40				
Plumbers:						
Plumbers	7.97	.50	.40	g		
Steamfitters	7.97	.50	.40	g		
Roofers	6.80	.25	.15			
Sheet metal workers	7.55	.40	.15	b. 28		
Sprinkler fitters	8.00	.25	.40		.05	
Soft floor layers--resilient floor layer	7.37	.40	.40		.03	
Terrazzo workers	6.22	.30	.30	.22		
Terrazzo workers' helpers	5.40	.30	.25	h		
Tile setters	6.50	.40	.25	.40		
Truck drivers:						
Two axle	3.75	f	d	a		
Semi trailers & three axles	3.86	f	d	a		
Euclid or dumpsters	4.21	f	d	a		
Welders - receive rate prescribed for craft performing operation to which welding is incidental.						

30 - Wisconsin 2 of 2

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays, A through F.

b. Includes .14 holiday pay.

c. Employer contributes 4% of regular hourly to Vacation Pay Credit for employee who has worked in business mor than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business lwss than 5 years.

d. $8.00 per week.

e. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regular scheduled work days immediately preceding and following the holiday.

f. $7.30 per week.

g. Holidays: A through F plus Christmas Eve, the day after Thankgiving and Good Friday.

h. Additional payment of 4 hours per month plus .03 per hour weekly for employee who has worked less than 5 years - 6-2/3 hours per month for employee who has worked 5 years or more.

WIS. 20 - LAB-1 H

BUILDING CONSTRUCTION LABORERS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Laborers, Mason tenders	$6.00	.40	.25		.02	
Plaster tender	6.15	.40	.25		.02	
Air, electric & gas tool operator	6.30	.40	.25		.02	
Jack hammer, fork lift, buggies	6.60	.40	.25		.02	

BUILDING AND HEAVY CONSTRUCTION

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	App. Tr.	Oths
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

Wisconsin 11-LAB S & T Q

SEWER CONSTRUCTION:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS: H & W	PENSIONS	VACATION	APP. TR.	OTH
Laborers (Tunnel & open cut main sewer):						
Laborer (top and general)	$5.65	.25	.20			
Blasters	6.35	.25	.20			
Sewer masons	6.35	.25	.20			
Mason tenders	5.70	.25	.20			
Miners, bracemen, concrete form setters, shovelers, timber man, rock driller, pipelayer, yarner, joint cement man, jackhammer, concrete buster and air spade operator	6.00	.25	.20			
Mucker, car pusher & form stripper	6.00	.25	.20			
Flagman	5.15	.25	.20			
UTILITIES HOUSE SEWER & WATER TRENCH						
Pipelayers (hand dug trench)	5.55	.25	.20			
Helper (hand dug trench)	5.35	.25	.20			
Pipelayers (machine dug trench)	5.75	.25	.20			
Helper (machine dug trench)	5.40	.25	.20			
Jackhammer & concrete buster	5.95	.25	.20			
Air spade & all other pneumatic tools	5.60	.25	.20			
Flagman	5.00	.25	.20			

HEAVY AND HIGHWAY CONSTRUCTION LABORERS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
Group A						
Laborer, Misc., unskilled; Tree trimmer; Stone handler; Reinforcing steel setter (pavement); Guard rail builder; Demolition and wrecking laborer; Bituminous worker; shoveler, loader, utility man	$6.23	.35	.20	.25	.02	
Group B						
Puddler (concrete paving); Batch truck dumper or cement handler; Bituminous worker: Dumper, ironer, smoother, tamper	6.33	.35	.20	.25	.02	
Group C						
Vibrator or tamper operator, Mech. (hand operated); joint sawer or filler (pavement); Demolition burning torch laborer; Chain saw operator	6.38	.35	.20	.25	.02	
Group D						
Air tool operator (hand operated)	6.43	.35	.20	.25	.02	
Group E						
Strike off man; formsetter (curb, walk and pavement)	6.48	.35	.20	.25	.02	
Group F						
Bituminous worker; Raker luteman	6.53	.35	.20	.25	.02	
Group G						
Powderman, blaster	6.88	.35	.20	.25	.02	
Group H						
Sewer or Water Vrew:						
Pipelayer	6.98	.35	.20	.25	.02	
Bottomman	6.58	.35	.20	.25	.02	
Topmen	6.38	.35	.20	.25	.02	

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 7 - TD N

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
Truck Drivers:						
Two axle trucks	$5.73	a	b	.35 + c		
Three or more axle trucks	5.88	a	b	.35 + c		
Euclids or dumptor type hauling units	5.88	a	b	.35 + c		
Mechanics	5.88	a	b	.35 + c		
Mechanic's helpers	5.73	a	b	.35 + c		

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes $.10 contribution to Holiday Fund.

Wisc. LC Area II a 1 of 1

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
LINE CONSTRUCTION:						
Linemen	6.11	.15	1%		.5%	
Cable splicer	6.68	.15	1%		.5%	
Groundman equipment operator (digging machine, tractor oper. & "H" frame setting rigs)	5.07	.15	1%		.5%	
Groundman - Truck Driver (truck with boom or digger or tractor)	4.23	.15	1%		.5%	
Groundman - Truck Driver	4.03	.15	1%		.5%	
Groundman:						
Experienced	3.82	.15	1%		.5%	
1st 6 mos.	3.36	.15	1%		.5%	

SUPERSEDEAS DECISION

STATE: WISCONSIN
COUNTY: LA CROSSE
DECISION NUMBER: AP-58
DATE: Date of Publication
Supersedes Decision No. AM-428 dated August 18, 1971 in 36 FR 15984
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

32 - Wisconsin T 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers (23 mi. radius around City of La Crosse)	$6.40	.35	.50	.50		
Asbestos workers (remainder of County)	7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers:						
Bricklayers	7.00	.35	.15			
Stone masons	7.00	.35	.15			
Carpenters:						
Carpenters	6.70	.25	.15			
Millwrights	7.05	.25	.15			
Piledrivermen	7.05	.25	.15			
Cement masons	5.33					
Electricians	7.97	.23	1%			
Elevator constructors:						
Elevators constructors	7.23	.17	.185	2%+b&c	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+b&c	.005	
Elevator constructors (prob.)	50%JR					
Glaziers	6.85	.40	.20		.01	
Ironworkers (all but N.W. corner of Co.):						
Structural, ornamental & reinforcing	8.17	.25	.25		.03	
Lathers	6.00		.15		.01	
Lead burners	7.80	.25		c	.01	
Marble setters	6.15	.35	.15			
Painters:						
Brush	5.47		.20			
Structural steel	5.72		.20			
Swing stage	5.77		.20			
Spray	6.12		.20			
Sandblasting	6.22		.20			
Plasterers	6.50					
Swing scaffold	6.75					
Plumbers:						
Plumbers	7.90	.35				
Steamfitters	7.90	.35				
Roofers:						
Roofers	6.13		5%			
Sheet metal workers	6.73	.20	.20			
Soft floor layers	5.50					
Sprinkler fitters	8.00	.25	.40		.05	
Terrazzo workers	6.15	.35	.15			
Tile setters	6.15	.35	.15			
Truck drivers:						
Building	4.55					
Dump truck drivers on excav. & grading	4.05					
Marble & tile setters' helpers	4.65					

32 - Wisconsin T 1 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Welders-receive rate presceived for craft performing operation to which welding is incidental.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years, and 2% of rate for employee who has worked less than 5 years.

c. Holidays: A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Holidays: A through F, providing employee works one year, and the day before and after the holiday. With one year of service employee also receives a one-week paid vacation.

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
TRUCK DRIVERS:					
Two axle trucks	$5.65	a	b	.35 + c	
Three or more axles	5.80	a	b	.35 + c	
Euclids or dumpter type hauling units	5.80	a	b	.35 + c	
Mechanic, truck	5.80	a	b	.35 + c	
Mechanic's helpers, truck	5.65	a	b	.35 + c	

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

Wisc 16 - Laborers K

	Basic Hourly Rates	FRINGE BENEFITS PAYMENTS H & W	Pensions	Vacation	App. Tr.	Other
LABORERS (BUILDING CONSTRUCTION)						
Building laborers, caisson top men helpers, cement & concrete workers, hand handling of pre-cast concrete decking products, wire, ironworkers & blacksmith laborers, wreckers & house movers, form oiler, form cleaner, concrete, dump men, pit men, signal man, scaffold building, cleanup work, railroad work, material conveyor, roofers hoist, powered sweepers, power buggie operation for concrete, tile & terrazzo laborers, form stripper	$5.15	.25	.15			
Drill, jackhammer & all types vibrators, hand carrier hod, handling of hot tar & asphalt, kettlemen, mortar & plasterer mixers, fork lift operator (masonry work), plaster & concrete pump, roofers, vibrators, welder & torch work, nozzle man, gunite man, creosote worker, sandblaster, concrete planer, concrete saw, mudjack, side grinders, wire brushers, roto hammers, air spades and other similar pieces of equipment, powered either by gas, electricity, or air	5.30	.25	.15			
Swinging scaffold & chimney work up to 40 ft. above solid-base structure	5.40	.25	.15			
Drill operators, tunnel & caisson, tunnel and sewer miners	5.70	.25	.15			
Flagmen, watchmen & water boys	4.82	.25	.15			
HEAVY AND HIGHWAY CONSTRUCTION - INCIDENTAL TO BUILDING						
Asphalt dumper & ironer, asphalt shoveler, asphalt smoother & tamper, asphalt utility men, axman (clearing & grubbing), conduit layer for mixer, dumper (truck to paver), guard fence builder, landscaper & sloper, strikeoff man, wire laborers	5.15	.25	.15			
Asphalt lute man & raker, asphalt plant scaler, bullfloat men, chain saw operator, formsetter (curb, walk & pavement), joint sawer (pavement), tampers & vibrator men	5.30	.25	.15			
Churn drill	5.59	.25	.15			
Dynamite man and blasters	5.87	.25	.15			

Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

AP-58 P. 5

Wisc. 1 PEO A 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

WIS. 30 LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
LABORERS:					
Laborer, Wellpoint installation, wire mesh and reinforcement	$5.20	.25	.15		
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher, Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.40	.25	.15		
Pipelayer Laser Operator	5.65	.25	.15		
TUNNEL WORK					
Laborer, Carpusher, Topman	5.35	.25	.15		
Mucker, Pipelayer	5.60	.25	.15		
Miner	5.70	.25	.15		

AP-58 P. 6

Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

STATE: WISCONSIN COUNTY: MARATHON
DECISION NUMBER: AP-59 DATE: Date of Publication
Supersedes Decision No. AM-429 dated August 18, 1971 in 36 FR 15988
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

37 - Wisconsin A 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others/
Asbestos workers	$6.40	.30	.10	.45+c		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	6.78	.25	.15			
Stonemasons	6.78	.25	.15			
Carpenters	6.33	.25	.40	.18		
Millwrights	6.93	.25	.40	.18		
Piledrivermen	6.83	.25	.40	.18		
Cement masons	6.28	.25	.15			
Electricians	7.30	.28	1%	3%		
Elevator constructors	7.355	.195	.20	2%+a&b	.005	
Elevator constrcutors' helpers	5.15	.195	.20	2%+a&b	.005	
Elevator constructors' helpers (prob)	3.68					
Glaziers	4.56	.35	.40	.50		
Ironworkers, structural & ornamental	8.17	.25	.25		.03	
Ironworkers, reinforcing	8.17	.25	.25		.03	
Laborers	4.93	.15	.15			
Air tool op. (jackhammer, vibrator)	5.18	.15	.15			
Mason tender and concrete worker	4.93	.15	.15			
Mortar mixers	5.18	.15	.15			
Building wrecker, form stripper and scaffold builder	4.93	.15	.15			
Kettlemen, conc. buster & gunnitemen	5.18	.15	.15			
Lathers (Southeastern corner of Co.)	6.08			.50		
Lathers (Western ½ of Co.)	6.90					
Lathers (Remainder of Co.)	5.65			.25		
Painters:						
Brush	6.00					
Spray & structural steel	6.50					
Plasterers	6.78	.25	.15			
Plumbers	7.20	.30	.20	.60+b		
Roofers	6.01			d		
Sheet metal workers	6.60	.30	.15			
Soft floor layers-resilient floor layer	5.75	.15	.10			
Sprinkler fitters	8.00	.25	.40		.05	
Steamfitters	7.20	.30	.20	.60+b		
Terrazzo workers	6.53	.25	.15			
Tile setters	6.53	.25	.15			
Truck drivers:						
Dump or regular	5.30	e		b		
Semi-driver	5.40	e		b		

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:
a. Employer contributes 4% of regular hourly rate to vacation pay credit for emoloyee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Holidays: A through F.

c. Includes .05 holiday pay.

d. 1 week's vacation after 1 year's employment.

e. $30.67 per month for each employee.

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25') tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

Wisc. 1 PEO A 2 of 2

POWER EQUIPMENT OPERATORS CONT'D.	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mud-jack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer:	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water):						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

SUPERSEDEAS DECISION

STATE: WISCONSIN

COUNTIES: MILWAUKEE, OZAUKEE, WAUKESHA & WASHINGTON

DECISION NUMBER: AP-60

DATE: Date of publication

Supersedes Decisions AM-8584 & AM-8586 dated February 18, 1972 in 37 FR 3696 and 37 FR 3701

DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		..02	
Bricklayers:						
Bricklayers	7.93	.60	.50	.56		
Carpenters	7.45	.50	.50	.57		
Millwrights	7.75	.50	.50	.51+a		
Piledrivermen	7.68	.50	.50	.51		
Leaderman	8.08	.50	.50	.51		
Welder-burner	7.68	.50	.50	.51		
Loftman	7.78	.50	.50	.51		
Cement masons	7.19	.50	.50	.51	.2%	
Electricians	8.04	.37	1%+.20	7%	1.25%	
Elevator constructors	6.94	.17	.185	2%+a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	5.10	.35	.40	.50		
Ironworkers, structural & ornamental	8.06	.50	.50	.50	.06	
Ironworkers, reinforcing	8.06	.50	.50	.50	.06	
Lathers	7.07	.45	.50	.65	.03	
Leadburners	7.80	.25		c	.01	
Line construction:						
Linemen	6.15	.15	1%+.10	7%	.5%	
Equipment operator class A	4.95	.15	1%+.10	7%	.5%	
Equipment operator class B	4.70	.15	1%+.10	7%	.5%	
Groundmen - Experienced	4.43	.15	1%+.10	7%	.5%	
Marble setters	7.93	.60	.50	.56		
Marble setters' helpers	6.07	.30	.50	.50		
Painters:						
Brush	6.91	.45	.40	.50		
Swing stage, up to 80 ft.	7.06	.45	.40	.50		
Structural steel	7.26	.45	.40	.50		
Spray and sandblasting	7.26	.45	.40	.50		
Swing stage, 80 ft. and over	7.16	.45	.40	.50		
Plasterers	6.96	.60	.50	.66	.01	
Plumbers and gasfitters	7.92	.50	.50	.50	.03	
Roofers:						
Mastic work:						
Spreaders	7.46	.50	.50	.51		
Rubbers and Kettlemen	7.26	.50	.50	.51		
Additional help	7.01	.50	.50	.51		
Tower work:						
Without swings	7.41	.50	.50	.51		
With swing seat or bos'n chair	7.71	.50	.50	.51		
Slate, tile and transite work:						
Roofers	7.41	.50	.50	.51		
Steepy and siding work:						
Composition, damp and water-proof roofers	7.26	.50	.50	.51		
Sheet metal workers	7.51	.45	.45	.75	.01	
Soft floor layers	7.25	.50	.50	.51+a		
Sprinkler fitters	8.65	.30	.50		.02	
Steam fitters	8.01	.41	.50	.50	.03	
Stone masons	7.93	.60	.50	.56		
Terrazzo workers	6.22	.30	.30	.22		
Terrazzo workers' helpers	5.40	.30	.25	d		
Terrazzo base machine operator	5.60	.30	.25	d		
Tile setters	7.05	.30	.50	.45		
Tile setters' helpers	6.07	.30	.50	.50		
Welders - receive rate prescribed for craft perfroming operation to which welding is incidental.						

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F

b. Employer contributes 4% of regular hourly rate to Vscation Pay Credit for employee who has worked in business moe than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

c. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly schedulted work days immediately preceding and followign the holiday.

d. Additional payment of 4 hrs. per month plus .03 per hr. weekly for employee who has worked less than 5 years - 6-2/3 hrs. per month for employer who has worked 5 years or more.

AP-60 P. 3

Wisc. 1 PEO A 1 of 2

BUILDING & HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25') tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

AP-60 P. 4

Wisc. 1 PEO A 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS CONT'D.						

Wisc. 13-Lab. G 1 of 1

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS (Building Construction):						
General laborers, form stripper, concrete worker, mason tender	$6.52	.45	.50	.51		
Scaffold builder, pitman or dumpman, building wrecker, hod carrier, mortar mixer, vibrator operator, kettleman, air spade operator	6.63	.45	.50	.51		
Barco tamper, jackhammer operator, sheeting driver, gunite man, concrete buster	6.74	.45	.50	.51		
Topman on chimney (up to 50')	6.63	.45	.50	.51		
Nozzleman	7.03	.45	.50	.51		
Plasterer laborer	6.73	.45	.50	.51		
Topman (every addl. 50 ft.)	6.88	.45	.50	.51		
Caisson work	7.18	.45	.50	.51		
Caisson worker - top man	6.83	.45	.50	.51		
Bridge, Road and Railway Construction:						
General laborer	6.57	.45	.50	.51		
Vibrator, pitman & dumpman	6.63	.45	.50	.51		
Bullfloat, strikeoff man, puddler, cement dumper	6.68	.45	.50	.51		
Formsetter	6.85	.45	.50	.51		

SEWER, WATER, & TUNNEL CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othr
Laborers:						
Tunnel (Free Air)						
Blaster	$7.42	.50	.50	.50		
Concrete manhole builder, Concrete buster, Jackhammer operator & Rock driller, Caisson worker & Pipe layer, Caulker joint man & Pipe Yarner, Bracerman, Nozzle man on Gunnite, & Timber man- Concrete brusher	7.26	.50	.50	.50		
Topman & Sawman	6.70	.50	.50	.50		
Muckers, mucking, dinkey & welder on surface	6.87	.50	.50	.50		
Form strippers & car pushers	6.87	.50	.50	.50		
Tower Man & General labor on surface	6.65	.50	.50	.50		
Miner, mining machine & welder (Compressed Air)						
Blaster	7.81	.50	.50	.50		
Miner, mining nachine & welder	7.74	.50	.50	.50		
Lock tender in tunnel, Concrete buster, Jackhammer operator & Rock driller, Caisson worker & Pipe layer, Caulker, Joint man & Pipe yarner, Bracerman, Nozzleman on gunite, Timber man, Concrete brusher	7.64	.50	.50	.50		
Mucker, Mucking machine & Dinkey	7.47	.50	.50	.50		
Form stripper & Car Pusher	7.37	.50	.50	.50		
Lock tender on surface	7.28	.50	.50	.50		
Welder on Surface	6.97	.50	.50	.50		
Open Cut						
Blaster	7.42	.50	.50	.50		
Concrete manhole builder, Caisson worker & miner, Pipe layer, Caulker Joint man & Pipeyarner; Timber man & Concrete brusher, Bracer in Trench behind machine, Bracer in tight sheeting, Concrete formsetter & Shoveler, Concrete buster Jackhammer operator and Rock driller	7.26	.50	.50	.50		
Blaster	7.42	.50	.50	.50		
Mucker, Form stripper, Bottom digger & Misc. bottom man, weler on surface	6.87	.50	.50	.50		
Gunite man on top & scaffold man, mud mixer	6.70	.50	.50	.50		

SEWER, WATER, & TUNNEL CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
Pipelayer tender, top man behind machine, kettlemen, top man, General laborer on surface	6.65	.50	.50	.50		
Paving laborer	6.53	.50	.50	.50		
Lanscape Laborer	6.48	.50	.50	.50		

Wis. 6-TD m 1 Of 1

BUILDING CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Truck Drivers:						
Excavating, paving, batch work, gas, pipe, sewer and tunnel work, asphalt blacktop snow removal, ashes:						
Two Axle trucks	5.095	a10.50	a10.00	b		
Three axle trucks & semi-trailer	5.145	a10.50	a10.00	b		
Ready mix concrete truck	5.395	a10.50	a10.00	b		
Cinders, sand, gravel, stone and gravel pit stripping:						
Two axle trucks	5.045	a10.50	a10.00	b		
Three axle trucks and semi-trailers	5.095	a10.50	a10.00	b		
Building materials:						
Two axle trucks	5.095	a10.50	a10.00	b		
Three axle trucks	5.145	a10.50	a10.00	b		
Helpers	4.985	a10.50	a10.00	b		
Warehousemen	5.035	a10.50	a10.00	b		

PAID HOLIDAYS (Where Applicable):
A-New Year's Day; B-Memorial Day:
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:
A. Per week for each employee

B. Six paid holidays: A through F

NOTICES

AP-60 P. 7

Wisc 6 - LAB - 2 - 3 S

HEAVY & HIGHWAY CONSTRUCTION LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
Group A					
Laborer, Misc., unskilled; Tree trimmer; Stone handler; Reinforcing steel setter (pavement); Guard rail builder; Demolition and wrecking laborer; Bituminous worker: Shoveler, loader, utility man	$6.23	.35	.25	.25	.02
Group B					
Puddler (concrete paving); Batch truck dumper or cement handler; Bituminous worker: Dumper, ironer, smoother, tamper	6.33	.35	.25	.25	.02
Group C					
Vibrator or tamper operator, Mech. (hand operated); joint sawer or filler (pavement); Demolition burning torch laborer; Chain saw operator	6.38	.35	.25	.25	.02
Group D					
Air tool operator (hand operated)	6.43	.35	.25	.25	.02
Group E					
Strike off man; formsetter (curb, walk and pavement)	6.48	.35	.25	.25	.02
Group F					
Bituminous worker; Raker, luteman	6.53	.35	.25	.25	.02
Group G					
Powderman, blaster	6.88	.35	.25	.25	.02

AP-60 P. 8

Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

1- WISCONSIN-TD O

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
HEAVY & HIGHEAY CONSTRUCTION						
TRUCK DRIVERS:						
Two axle truck	$5.73	a	b	.35+c		
Three or more axle truck	5.88	a	b	.35+c		
Euclids or dumpster type hauling units	5.88	a	b	.35+c		
Truck Mechanic	5.88	a	b	.35+c		
Truck Mechanics' helpers	5.73	a	b	.35+c		

FOOTNOTES:

a. $12.50 per week for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes $.10 constribution to Holiday Fund.

SUPERSEDEAS DECISION

STATE: WISCONSIN
DECISION NUMBER: AP-61
COUNTY: POLK
DATE: Date of Publication
Supersedes Decision No. AM-431 dated August 18, 1971 in 36 FR 15997
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

49-Wisconsin Z 1of2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others/
Asbestos workers	$8.25	.22	.35		.02	
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	6.90	.25	.15	.50	.03	
Carpenters	7.17	.25	.25		.03	
Millwrights & Piledrivermen	7.57	.25	.25		.03	
Cement masons	7.35			.40		
Electricians:						
Electricians, wiremen & technician	8.20	3%	1%		½ of 1%	
Elevator constructors	7.23	.17	.185	2%+a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	4.70	.13		.20+b		
Ironworkers, structural, ornamental & reinforcing	7.60	.40	.45		.02	
Laborers:						
Laborers, common	5.40	.25	.15			
Mason tender	5.40	.25	.15			
Mortar micer & plasterer laborer air, gas & electric equipment, vibrator operator, Kettlemen, dumpmen & pitmen, Burner on wrecking, Scaffold builder & washing walls on swinging scaffold	5.55	.25	.15			
Gunnite man & nozzle men, puddlers (when concrete pumps & when working behind paving machine), Cement dumper	5.55	.25	.15			
Jackhammer	5.65	.25	.15			
Lathers:						
Western ½ of County	7.60	.20			.01	
Eastern ½ of County	6.90					
Leadburners	7.80	.25		c	.01	
Line Construction:						
Linemen	6.20	.15	1%	b	.5%	
Groundmen - Heavy truck driver	4.77	.15	1%	b	.5%	
Groundmen - Light truck driver	4.55	.15	1%	b	.5%	
Groundmen - 1st 6 mos.	3.50	.15	1%	b	.5%	
Groundmen - 2nd 6 mos.	3.78	.15	1%	b	.5%	
Groundmen - Thereafter	4.39	.14	1%	b	.5%	

AP-61 P. 2

49-Wisconsin Y 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Marble masons	$6.05					
Painters:						
Brush	4.55			5%		
Structural steel	4.80			5%		
Sandblaster & Spray	5.05			5%		
Swing stage	4.80			5%		
Plasterers	6.05					
Plumbers & Steam Fitters	7.36	.25	.30	8%		
Roofers:	7.49	.39	.25			
Sheet metal workers	7.63	.32	.25			
Sprinkler fitters	8.00	.25	.40		.05	
Stone masons	6.05					
Terrazzo workers	6.05					
Tile setters	6.05					
Truck drivers:						
two axle	4.05	g	g	.20		
3 or more axles	4.20	g	h	.20		
Tile setters' helpers	6.07	.30	.50	.50		
Marble setters' helpers	6.07	.30	.50	.50		

49 - Wisconsin

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day;
D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES

a. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has woked in business less than 5 years.

b. Holidays, A through F.

c. Holidays, A through F plus Washington's Birthday and Good Friday. providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and followig the holiday.

g. $36.83 per month for each employee.

h. $4.00 per week for each employee.

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

AP-61 P. 5

Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION

LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

AP-61 P. 6

Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTH
TRUCK DRIVERS:						
Two axle trucks	$5.65	a	b	.35 + c		
Three or more axles	5.80	a	b	.35 + c		
Euclids or dumpter type hauling units	5.80	a	b	.35 + c		
Mechanic, truck	5.80	a	b	.35 + c		
Mechanic's helpers, truck	5.65	a	b	.35 + c		

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

SUPERSEDEAS DECISION

STATE: WISCONSIN COUNTY: RACINE
DECISION NUMBER: AP-62 DATE: Date of Publication
Supersedes Decision No. AM-432 dated August 18, 1971 in 36 FR 16000
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

52 - Wisconsin Z 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers	7.67	.40	.25	.40		
Stonemasons	7.67	.40	.25	.40		
Carpenters (West of Hwy. 75):						
Carpenters & soft floor layers	7.07	.25	.20	.40	.03	
Millwrights	7.42	.25	.20	.40	.03	
Piledrivermen	7.42	.25	.20	.40	.03	
Carpenters (Balance of County):						
Carpenters & soft floor layers	7.04	.40	.40	.30	.03	
Millwrights	7.24	.40	.40	.30	.03	
Piledrivermen	7.04	.40	.40	.30	.03	
Cement masons	6.60	.40	.40	.20		
Electricians (Burlington)	8.02	.25	1%		.25%	
Electricinas (Balance of County)	8.00	.34	1%	7%	3/4 of1%	
Elevator constructors	6.94	.17	.185	2%+a&b	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+a&b	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	5.10	.35	.40	.50		
Ironworkers, structural & ornamental	8.06	.50	.50	.50		
Ironworkers, reinforcing	8.06	.50	.50	.50		
Laborers	6.00	.40	.40	.20		
Air tool operator (jackhammer)	6.26	.40	.40	.20		
Mason tender	6.00	.40	.40	.20		
Mortar mixers	6.10	.40	.40	.20		
Plasterers' tenders	6.10	.40	.40	.20		
Vibrator operator	6.26	.40	.40	.20		
Lathers	6.15	.25	.60		.01	
Lead burners	7.80	.25		c	.01	
Painters (Burlington & Vic.):						
Brush & steel	4.36	.15				
Spray	4.86	.15				
Painters, (Balance of County):						
Brush	6.36	.40	.20			
Structural steel	6.51	.40	.20			
Spray	6.61	.40	.20			
Plasterers	6.30	.25	.40	.20		
Plumbers	7.38	.40	.40	.50+f		
Roofers	7.10	.40	.15			
Sheet metal workers	7.55	.40	.25	d.28		
Sprinkler fitters	8.00	.25	.40		.05	
Steamfitters	7.38	.40	.40	.50+f		
Terrazzo workers	6.22	.30	.30	.22		
Terrazzo workers' helpers	5.40	.30	.25	e		
Tile setters	6.50	.40	.25	.40		
Tile setters' helpers	5.67	.30	.50	.50		

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years. Employer contributes 2% of regular hourly rate to Vacation Pay Credit for employee who has worked in business less than 5 years.

c. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Includes $.14 holiday pay.

e. Additional payment of 4 hours per month plus .03 per hour weekly for employee who has worked less than 5 years - 6-2/3 hours per month for employee who has worked 5 years or more.

f. Holidays: A through F, the day after Thanksgiving Day, and the day before Christmas.

Wisc. LC Area II a 1 of 1

LINE CONSTRUCTION:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Linemen	6.11	.15	1%		.5%	
Cable splicer	6.68	.15	1%		.5%	
Groundman equipment operator (digging machine, tractor oper. & "H" frame setting rigs)	5.07	.15	1%		.5%	
Groundman - Truck Driver (truck with boom or digger or tractor)	4.23	.15	1%		.5%	
Groundman - Truck Driver	4.03	.15	1%		.5%	
Groundman:						
Experienced	3.82	.15	1%		.5%	
1st 6 mos.	3.36	.15	1%		.5%	

HEAVY & HIGHWAY CONSTRUCTION

Wisc 17 - LAB - 2 - 3 L

LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
Group A					
Laborer, Misc., unskilled; Tree trimmer; Stone handler; Reinforcing steel setter (pavement); Guard rail builder; Demolition and wrecking laborer; Bituminous worker: Shoveler, loader, utility man	$6.23	.35	.20	.20	.02
Group B					
Puddler (concrete paving); Batch truck dumper or cement handler; Bituminous worker: Dumper, ironer, smoother, tamper	6.33	.35	.20	.20	.02
Group C					
Vibrator or tamper operator, Mech. (hand operated); joint sawer or filler (pavement); Demolition burning torch laborer; Chain saw operator	6.38	.35	.20	.20	.02
Group D					
Air tool operator (hand operated)	6.43	.35	.20	.20	.02
Group E					
Strike off man; formsetter (curb, walk and pavement)	6.48	.35	.20	.20	.02
Group F					
Bituminous worker; Raker, luteman	6.53	.35	.20	.20	.02
Group G					
Powderman, blaster	6.88	.35	.20	.20	.02
Group H					
Sewer or Water Crew:					
Pipelayer	6.98	.35	.20	.20	.02
Bottomman	6.58	.35	.20	.20	.02
Topman	6.38	.35	.20	.20	.02

Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

Wisconsin 8 - TD E

BUILDING CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Truck Drivers:						
Ready-Mix & Mechanics	$4.00					
Mechanics' helpers	3.70					
Cinders, Sand, Gravel, Stone & Gravel,						
Pit Stripping Drivers:						
2-Axle	3.65					
3-Axle & Semi-Trailers	3.70					
Euclids	3.70					
Building Material:						
Yardmen, Warehousemen						
Driver helpers	3.64					
2-Axles Straight Truck	3.70					
3-Axles & Semi-Trailer	3.75					
Excavating, Grading, Paving & Batch						
Work, Water, Gas, Pipe, Sewer & tunnel work, asphalt & all Black tip, Snow Removal, ashes, etc.:						
2-Axle	3.75					
3-Axle	3.85					
Mechanics	4.00					

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

Wisc. - 4-PEO-3 L 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 7 - TD N

HEAVY AND HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
Truck Drivers:						
Two axle trucks	$5.73	a	b	.35 + c		
Three or more axle trucks	5.88	a	b	.35 + c		
Euclids or dumptor type hauling units	5.88	a	b	.35 + c		
Mechanics	5.88	a	b	.35 + c		
Mechanic's helpers	5.73	a	b	.35 + c		

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes $.10 contribution to Holiday Fund.

Wisc.-31-LAB-A T & S

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
LABORERS (Tunnel & Open-Cut Main Sewer)						
Laborers (Top & general)	$5.27	.18	.10			
Flagman	4.77	.18	.10			
Mason tenders	5.32	.18	.10			
Miner, braceman, concrete form setters, shovelers, timber man, rock driller, pipelayer, yarner, joint cement man, jackhammer, concrete buster, air spade oper., mucker, car pusher, form stripper and all bottom men	5.62	.18	.10			
House connections, plumbing laborer, up to 8" pipe	5.35	.18	.10			
House connections, plumbing laborer, 8" pipe	5.50	.18	.10			

SUPERSEDEAS DECISION

STATE: WISCONSIN COUNTY: ROCK
DECISION NUMBER: AP-63 DATE: Date of Publication
Supersedes Decision No. AM-8585 dated February 18, 1972 in 37 FR 3699
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

54 - Wisconsin W 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$7.68	.35	.50	.50		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers & STonemasons	7.54					
Carpenters	7.15	.20	.15		.02	
Millwrights	7.65	.20	.15		.02	
Piledrivermen	7.30	.20	.15		.02	
Soft floor layers	7.15	.20	.15		.02	
Cement masons	7.80	.15	.20			
Electricians	8.05	.25	1%	6.5%+d	.25%	
Cable splicers	8.50	.25	1%	6.5%+d	.25%	
Elevator constructors:						
Southern portion of County	6.57	.17	.185	2%+b&c	.005	
Northern portion of County	6.75	.17	.185	2%+b&c	.005	
Elevator constructors' helpers:						
Southern portion of County	70%JR	.17	.185	2%+b&c	.005	
Northern portion of County	70%JR	.17	.185	2%+b&c	.005	
Elevator constructors' helpers (prob.)	50%JR					
Glaziers:						
Northern 2/3 of County	6.85	.40	.20		.01	
Southern 1/3 of County	4.55	.14	.10	3%		
Ironworkers (all):						
Vic. of Edgerton, Milton, Poolville, & Evansville	8.17	.25	.25		.03	
Vic. of Janesville, Beloit, Oxfordville, Shopiers & Clinton	8.65	.40	.375		.05	
Lathers:						
Eastern ½	7.55		.35		.01	
Southwestern portion	5.74	.15	.10		.01	
Remainder of County	7.05	.20	.20		.01	
Lead burners	7.80	.25		c	.01	
Line contruction:						
Linemen & digger operator	7.13	.15	1%		.25%	
Groundmen	4.65	.15	1%		.25%	
Equipment operators	4.85	.15	1%		.25%	
Painters:						
Brush	6.83	.36	.30	.20	.01	
Structural steel (brush)	6.98	.36	.30	.20	.01	
Spray	7.58	.36	.30	.20	.01	
Swing stage	7.13	.30	.30	.20	.01	
Plasterers	7.20	.15	.20			
Plumbers	8.02	.25	.22	.26	.02	
Roofers:						
Composition	4.85	.15	.40			
Slate, slab work, tile & asbestos	5.20	.15	.40			
Helpers	3.80	.15	.40			
Sheet metal workers	7.45	.22	.20	.18		
Sprinkler fitters	8.00	.25	.40		.05	
Steamfitters	8.02	.25	.22	.26	.02	

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
Terrazzo workers	$7.54					
Terrazzo workers' helpers:						
Northern ½ of County	5.40	.30	.20	e		
Remainder of County	5.15	.10				
Tile setters	7.54					
Tile setters' helpers:						
Northern ½ of County	6.07	.30	.50	.50		
Remainder of County	5.15	.10				
Truck drivers	4.92	.15		.10 + a		
Welders receive rate prescribed for craft performing operation to which welding is incidental.						

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Holidays: A through F.

b. Employer contributes 4% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years, and 2% of rate for employee who has worked less than 5 years.

c. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

d. Includes 1.5% holiday pay.

e. Additional payment of 4 hours per month and .03 per hour weekly for employee who has worked less than 5 years. 6-2/3 hours per month for 5 years or more.

Wisc. 1 PEO A 1 of 2

BUILDING AND HEAVY CONSTRUCTION

POWER EQUIPMENT OPERATORS	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under) and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25') tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

Wisc. 1 PEO A 2 of 2

POWER EQUIPMENT OPERATORS CONT'D.	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

AP-63 P. 5 Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION

LABORERS	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS H & W	PENSIONS	VACATION	APP. TR.	OTHE
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

AP-63 P. 6 Wisc. - 4-PEO-3 L 1 of 2

HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.	Other
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. S Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Sli, form Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mudjack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS CONT'D:						
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05	
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05	

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTH
TRUCK DRIVERS:						
Two axle trucks	$5.65	a	b	.35 + c		
Three or more axles	5.80	a	b	.35 + c		
Euclids or dumpter type hauling units	5.80	a	b	.35 + c		
Mechanic, truck	5.80	a	b	.35 + c		
Mechanic's helpers, truck	5.65	a	b	.35 + c		

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

SUPERSEDEAS DECISION

STATE: WISCONSIN
DECISION NUMBER: AP-64
COUNTY: WINNEBAGO
DATE: Date of Publication
Supersedes Decision No. AM-8587 dated February 18, 1972 in 37 FR 3704
DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction.

71 - Wisconsin Z 1 of 2

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asbestos workers	$6.40	.30	.10	.45+e		
Boilermakers	7.80	.30	.85		.02	
Boilermakers' helpers	7.625	.30	.85		.02	
Bricklayers & Stonemasons	6.80	.30	.15	.30		
Carpenters	6.73	.25	.25		.02	
Cement masons:	6.23	.30	.15	.30		
Electricians	8.00	.30	1%			
Elevator constructors	6.94	.17	.185	2%+b&c	.005	
Elevator constructors' helpers	70%JR	.17	.185	2%+b&c	.005	
Elevator constructors' helpers (prob)	50%JR					
Glaziers	4.56	.35	.40	.50		
Ironworkers:						
Extreme eastern part of County including Lake Winnebago, Menasha and Neenah:						
Structural, ornamental, reinforcing	8.06	.50	.50	.50	.06	
Remainder of County:						
Structural, ornamental, reinforcing	8.17	.25	.25		.03	
Lathers	6.08			.50		
Leadburners	7.80	.25		f	.01	
Marble setters	6.80	.30	.15	.30		
Marble setters' helpers	5.67	.30	.50	.50		
Millwrights	6.98	.25	.25		.02	
Painters:						
Brush & structural steel	5.80	.30	.10			
Paperhanging	5.80	.30	.10			
Spray	6.30	.30	.10			
Sandblasting	6.30	.30	.10			
Piledrivermen	6.98	.25	.25		.02	
Plasterers:						
North ½ of County	6.50	.15	.15	.30		
South ½ of County	6.80	.30	.15	.30		
Plumber & Steamfitters:						
Twnshps. of Menasha and Neenah	6.28	.25	.50	.60+g	.04	
Remainder of County	6.33	.35	.75	.60		
Roofers	5.61	.42	.25	i		
Roofers' helpers	4.98	.42	.25	i		
Sheet metal workers:						
Oshkosh, south of County Road G	5.76	.20	.15	.42+k		
Remainder of County	7.43	.40	.20	.60		
Soft floor layers	6.73	.25	.25		.02	
Sprinkler fitters	8.00	.25	.40		.05	
Terrazzo workers	6.80	.30	.15	.30		
Terrazzo workers' helpers	5.40	.30	.25	j		
Terrazzo base machine operator	5.60	.30	.25	j		
Tile setters	6.80	.30	.15	.30		
Tile setters' helpers	5.67	.30	.50	.50		

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHERS
Truck drivers:						
Regular	5.27	a	d			
Semi & Tandem	5.35	a	d			

71 - Wisconsin

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

a. Employer contributes $27.71 per month.

b. Holidays: A through F.

c. Employer contributes 4% of regular hourly rate to Vacation Pay Credit for employee who has worked in business more than 5 years, and 2% of regular rate for employee who has worked less than 5 years.

d. $10.00 per week.

e. Includes .05 holiday pay.

f. Holidays, A through F plus Washington's Birthday and Good Friday, providing employee has worked 45 full days during the 120 calendar days prior to the holiday, and the regularly scheduled work days immediately preceding and following the holiday.

g. Includes .30 holiday pay.

h. Includes .18 holiday pay.

i. One week vacation after 1 year, 2 weeks after 7 years.

j. Additional payment of 4 hours per month plus .03 per hour weekly for employee who has worked less than 5 years. 6-2/3 hours per month for employee who has worked 5 years or more.

k. Includes .16 holiday pay.

BUILDING CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTH
Laborers:						
Construction laborers, form stripper, form oiler, form cleaner, dump men, pit men, building wrecker, plumbers laborer, motorized buggy operator, concrete laborer, air spade and chipping hammer, drag tender and signal man, concrete pump and nozzle man, bituminous worker.	$5.55	.25	.15			
Plasterer tender, hod carrier, dry cement handler, kettlemen, vibrator operator, slacking line, tile setter helper, core drill operator	5.60	.25	.15			
Jackhammer operator, driller, gunite men, burner on wrecking, air operated concrete breaker, sheeting driver, power tamper, fork lift operator, jamping jack, terrazzo grinder, mortar and plaster mixer, creosote worker, bob cat operator, sand blaster, welder, mud jack operator, precast erector, bituminous raker and luteman.	5.75	.25	.15			

Wisc. LC Area II a 1 of 1

LINE CONSTRUCTION:	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
Linemen	6.11	.15	1%		.5%	
Cable splicer	6.68	.15	1%		.5%	
Groundman equipment operator (digging machine, tractor oper. & "H" frame setting rigs)	5.07	.15	1%		.5%	
Groundman - Truck Driver (truck with boom or digger or tractor)	4.23	.15	1%		.5%	
Groundman - Truck Driver	4.03	.15	1%		.5%	
Groundman:						
Experienced	3.82	.15	1%		.5%	
1st 6 mos.	3.36	.15	1%		.5%	

BUILDING AND HEAVY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS						
Tower Crane	$ 8.52	.45	.25		.05	
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver & skid rigs, dredge operator & traveling cranes (bridge type)	8.27	.45	.25		.05	
Concrete paver (over 27E), concrete spreader & distributor	8.12	.45	.25		.05	
Material hoists, stack hoists, tractor or truck mounted hydraulic crane (5 tons or under), man hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.) endloader (over 40 h.p.), forklift (25' & over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic & welder, bituminous plant & paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel or chain type over 8 inch bucket)	8.02	.45	.25		.05	
Concrete & grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type)	7.82	.45	.25		.05	
Roller (rubber tire)	7.77	.45	.25		.05	
Concrete batch hopper, concrete conveyor systems, concrete mixers (14s or over) screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type w/bucket 8" and under and industrial locomotive	7.72	.45	.25		.05	
Roller (under 5 tons) and firemen (pile drivers and derricks)	7.67	.45	.25		.05	
Hoists (automatic), forklift (12' to 25' tampers-compactors (riding type), "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweppers, hoists (tuggers), stump chipper (large) boats (tug, safety, work, barges, and launch)	7.62	.45	.25		.05	
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crusher and screen plants	7.41	.45	.25		.05	
Fireman - asphalt plants	7.33	.45	.25		.05	
Generators over 150 KW, air compressors over 300 cu. ft., and pumps over 3", augers (vertical and horizontal)	7.29	.45	.25		.05	
Combination small equipment operator: Air, electric, hydraulic jacks (slip						

AP-64 P. 5 Wisc. 1 PEO A 2 of 2

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS CONT'D.						
form); compressors (under 300 CFM); welding machines; heaters (mechanical) prestress machines; bobcats; generators (under 150KW); pumps (3" & under) winches (small electric); oiler & greaser; boiler operators (temporary heat); rotary drill helper, conveyor	$ 7.17	.45	.25		.05	
Forklift (12' & under)	6.98	.45	.25		.05	

WIS. 9-LAB-S-T-W A

SEWER, TUNNEL AND WATER CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
LABORERS:						
Laborer, Wellpoint installation, wore mesh and reinforcement	$5.55	.25	.15			
Machine and equipment operator, Sheeting, Formsetting, Patch-finisher Bottomman, Jointsawer, Gunnite man, Manhole Builder, Air, or Electrical Tool Operator, Welder, Torchman, Blaster, Calker, Bracer	5.75	.25	.15			
Pipelayer Laser Operator	6.00	.25	.15			
TUNNEL WORK						
Laborer, Carpusher, Topman	5.70	.25	.15			
Mucker, Pipelayer	5.95	.25	.15			
Miner	6.05	.25	.15			

AP-64 P. 6 Wisc 5 - LAB - 2 - 3 H

HEAVY & HIGHWAY CONSTRUCTION	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHE
LABORERS						
Group A						
Laborer, Misc., unskilled; Stone handler; Joint sawer or filler (pavement); Reinforcing steel setter (pavement); Guard rail builder; Puddler (conc. paving); Strike off man; Demolition and wrecking laborer; Bituminous worker: Dumper, ironer, smoother, tamper, shoveler, loader, utility man	$5.75	.25	.15		.02	
Group B						
Formsetter (curb, walk & pavement); tree trimmer	5.80	.25	.15		.02	
Group C						
Vib.or tamper opr., mechanical (hand operated); batch truck dumper or cement handler; air tool opr. (hand operated)	5.85	.25	.15		.02	
Group D						
Demolition burning torch laborer; Bituminous worker: raker, lutemen; Chain saw operators	5.90	.25	.15		.02	
Group E						
Powderman, blaster	5.95	.25	.15		.02	
Group F						
Pipelayer crew (sewer, water);						
Pipelayer	6.20	.25	.15		.02	
Bottom man	6.00	.25	.15		.02	
Topman	5.85	.25	.15		.02	

HIGHWAY CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS:						
Bituminous Paver or Plant; Concrete Breaker, Truck Mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel, Material Hoist; Mixer or Paver (21 C.F. or over); Roller Steel (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor side boom (heavy); Concrete Pvt. Spreader, Heavy duty (rubber-tired); Hydraulic back hoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Subgrader (Concrete); Batch Mixer Portable; Caisson Rigs, Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (Concrete); Central Mix Plant Concrete; Operator	$ 8.27	.45	.25		.05	
Grader or Motor Patrol; loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater & Planer; Boatman; Bump Cutter & Grooving Machine; Shoulder Widener; Winches & A-Frames; Operator	8.27	.45	.25		.05	
Mixer, Concrete (less than 21 C.F.); Pump, concrete; Roller, steel (5 tons or less); Operator	8.01	.45	.25		.05	
Screed (bituminous paver); Shouldering Machine; Self-Propelled Chip Spreader; Operator	7.92	.45	.25		.05	
Concrete Breaker & Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (pneumatic tired self-propelled); Tractor(mounted or towed compactors & light equipment); Tractor, end loader (rubber-tired, light); Fork Lift; Belting Machine; Burlap Machine, Jeep Digger, Mulcher; Texturing Machine; Operator	7.84	.45	.25		.05	
Fireman	7.76	.45	.25		.05	
Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equip., lead-man; Tank Car Heater; Stump Chipper; Curb Machine; Concrete Proportioning Plant; Generators; Mud-jack; Operator	7.72	.45	.25		.05	

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
POWER EQUIPMENT OPERATORS CONT'D:					
Crusher or Screening Plant; Automatic Belt Conveyor & Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	$ 7.63	.45	.25		.05
Oiler, Pump (over 3 inches); Surge Bin; Operator	7.51	.45	.25		.05

Wisc. 5 - TD K

HEAVY & HIGHWAY CONSTRUCTION

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
		H & W	PENSIONS	VACATION	APP. TR.
TRUCK DRIVERS:					
Two axle trucks	$5.65	a	b	.35 + c	
Three or more axles	5.80	a	b	.35 + c	
Euclids or dumpter type hauling units	5.80	a	b	.35 + c	
Mechanic, truck	5.80	a	b	.35 + c	
Mechanic's helpers, truck	5.65	a	b	.35 + c	

Footnotes:

a. $54.17 per month for employee who has been on payroll 30 days or longer.

b. $10.00 per week.

c. Includes .10 employer contrubution to holiday fund.

SUPERSEDEAS DECISION

STATE: Kentucky
DECISION NUMBER: AP-141
COUNTY: Boone, Campbell & Kenton - Area 4
DATE: Date of Publication
Supersedes Decision No. AP-111 dated August 18, 1972 in 37 FR 16773
DESCRIPTION OF WORK: Heavy and Highway Construction

Ky. Zone 4 - B

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Heavy and Highway Construction						
Bricklayers	$9.395	.45				
Carpenters	8.70	.40	.55		.025	
Cement masons	6.93	.42				
Electricians	8.75	.50	1%+.30		.5%	
Ironworkers:						
Structural & reinforcing	8.995	.40	.55		.015	
Reinforcing	8.695	.40	.85		.02	
Painters, Brush	8.18	.35	.15		/	
Piledrivermen	8.70	.40	.55		.025	
Pipefitters	8.81	.60	.775		.04	
Plumbers	9.055	.38	.65		.05	
Sheet Metal Workers	8.525	.40	.70		.02	

1 of 1

	BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
		H & W	PENSIONS	VACATION	APP. TR.	OTHER
TRUCK DRIVERS						
4-wheel service trucks, 4-wheel dump trucks	$5.41	a $6.00				
Batch trucks, oil distributors, asphalt distributors	5.41	a $6.00				
Tandem trucks	5.46	a $6.00				
Tractor-trailer combinations:						
Semitractor trucks, pole trailers, readymix trucks, fuel trucks	5.51	a $6.00				
Asphalt-oil spray-bar man, when operated from cab	5.71	a $6.00				
Euclid wagons, Euclid end-dumps, lowboys, heavy duty equipment over 12 cu. yds., capacity (irrespective of load carried) when used exclusively for transportation, truck mechanics	5.88	a $6.00				
All trucks five axle and over	5.61	a $6.00				

FOOTNOTES:

a. Per week per employee.

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
LABORERS:						
GROUP 1						
Laborers (construction), plant laborers or yardmen, righ-of-way laborer, landscape laborer, utility man or handyman, joint setter, flagman, carpenter helper, waterproofing laborer, slurry seal, seal coating, surface treatment or road mix laborer, riprap laborer and grouter, asphalt laborer, dump man (batch trucks), guardrail and fence installers, mesh handlers and placers, concrete curing applicator, scaffold erector	$5.53	.45	.20		.02	
GROUP 2						
Asphalt raker, concrete puddler, kettle man (pipeline), all machine driven tools (gas, electric, air), mason tender, mortar mixer, sheeting and shoring man, surface grinder man, power buggy or power wheelbarrow	5.655	.45	.20		.02	
GROUP 3						
Form setter, bottom man, welder helper (pipeline), concrete saw man, cutting with burning torch, pipe layer, hand spiker (railroad), car pusher (without air), underground man (working in sewer and waterline, cleaning, repairing and reconditioning), tunnel laborer (without air) and caisson, cofferdam (below 25 feet deep), air track and wagon drill	5.73	.45	.20		.02	
GROUP 4						
Blaster and powder man, muckers, wrencher (mechanical joints and utility pipeline), yarner, top lander	5.88	.45	.20		.02	
GROUP 5						
Curb setter and cutter, miner (without air), concrete crew in tunnels utility pipeline tapper, gunnite nozzle man, waterline caulker	6.18	.45	.20		.02	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Oth
POWER EQUIPMENT OPERATORS:						
CLASS I						
Air compressor on steel erection, boiler operator on compressor or generator when mounted on a rig, cableways, combination concrete mixer and tower, concrete plans (over 4 yd. capacity), concrete pumps, cranes (all types, including A frames, boom trucks, cherry pickers), derricks, draglines, dredge (dipper, clam or suction), elevating grader or euclid loader, floating equipment (all types), helicopter crew (operator-hoist or winch), hoes (all types), hoisting engi engines, hoisting engines on shaft or tunnel work, industrial-type tractor, jet engine dryer (D8 or D9) diesel tractor, locomotives (standard gauge), maintenance operator Class A, mixer, paving (single or double drum), mucking machines, multiple scraper, piledriving machines (all types), power shovels, Quad 9 (double pusher), refrigerating machine (freezer operation), rotary drill on caisson work, slip-form paver, survey crew party chief, tower derricks, tree shredder, trench machines (over 24 " wide), truck mounted concrete pumps, tug boat, tunnel machine, wheel excavator	$6.81	.38	.65		.09	
CLASS II						
Asphalt paver, automatic subgrade machine, self-propelled (CMI type), bulldozers, endloader, kolman loader (production type - dirt), lead grease man, maintenance operator Class B, power grader, power scoops and scrapers, push cat, trench machines (24" wide and under	6.74	.38	.65		.09	
CLASS III						
Air compressors on tunnel work (low pressure), asphalt plant engineer, locomotive (narrow gauge), mixers, concrete (more than one bag capacity), mixers, one bag capacity (side loader), power boilers over 15 lb. pressure, pump operator installing and operating well points pumps (4" and over discharge), rollers - asphalt, utility operator (small equipment), welding machines and generators	6.43	.38	.65		.09	

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Othe
POWER EQUIPMENT OPERATORS: (CONTD)						
CLASS IV						
Back fillers, bar, joint and mesh installing machines, batch plant, bull floats, burlap and curing machines, compressors (portable, sewer, heavy and highway), concrete plant (capacity 4 yd. and under), concrete saw (multiple), conveyors (highway), crushers, deckhand, drill highway (with integral power), farm-type tractors with attachments (highway), finishing machines, fireman, floating equipment (all types), fork lift (highway), form trenchers, hydro seeders, plant mixers, post mixers, post hole digger (power auger), power brush burner, power form handling equipment, road widening trencher, rollers (brick, grade, macamdam), self-propelled power spreaders, self-propelled power subgraders, steam fireman, survey instrument man, tractor(pulling sheepfoot roller or grader), vibratory compactors (with integral power)	$6.16	.38	.65		.09	
CLASS V						
Drum fireman (asphalt plant), helper, inboard-outboard motor boat-launch, oil heaters (asphalt plant), oilers, power driven heaters, pumps (under 4" discharge), signalmen, survey rodmen or chainmen, tire repairmen	5.48	.38	.65		.09	

[FR Doc.72-20495 Filed 11-30-72;8:45 am]

An Invaluable Reference Tool

1972/73 Edition

This guidebook provides information about significant programs and functions of the U.S. Government agencies, and identifies key officials in each agency.

Included with most agency statements are "Sources of Information" sections which give helpful information on:

- Employment
- Contracting with the Federal Government
- Environmental programs
- Small business opportunities
- Federal publications
- Speakers and films available to civic and educational groups

This handbook is a "must" for teachers, students, librarians, researchers, businessmen, and lawyers who need current official information about the U.S. Government.

$3.00 per copy.
Paperbound, with charts

MAIL ORDER FORM To:

Superintendent of Documents, Government Printing Office, Washington, D.C. 20402

Enclosed find $..... (check, money order, or Supt. of Documents coupons). Please send me ..... copies of the UNITED STATES GOVERNMENT ORGANIZATION MANUAL, 1972/73, *at $3.00 per copy. (Catalog No. GS 4.109:972) (Stock No. 2203–0035)*

Please charge this order to my Deposit Account No. .....

Name .....

Street address .....

City and State ..... *ZIP Code* .....

For Use of Supt. Docs.
Enclosed
To be mailed later
Subscription
Refund
Coupon refund
Postage