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FILE**

*Oil, chemical + atomic workers -  
Petroleum*

# **ARTICLES OF AGREEMENT**

between

**RICHFIELD OIL  
CORPORATION**

and

**OIL, CHEMICAL  
AND ATOMIC  
WORKERS  
INTERNATIONAL  
UNION**

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**AUGUST 1, 1964 -**

*30 June 1966*

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# Articles of Agreement

**THIS AGREEMENT**, made and entered into by and between **RICHFIELD OIL CORPORATION**, (hereinafter referred to as "Employer"), and **OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O.**, (hereinafter referred to as "Union"), for and on behalf of the employees set forth in Article I hereof.

**WHEREAS**, the parties to this Agreement intend to promote an increasing spirit of harmony between the Employer and the employees, and to insure the most efficient operation of the facilities of the Employer, now, therefore, it is understood and agreed as follows:

## ARTICLE I

### Employees Covered

The Employer recognizes the Union as the exclusive bargaining representative for those employees only for whom the Union was certified by the National Labor Relations Board in Case No. 21-RC-1660, described as follows:

All production, construction and maintenance employees including Lead Craftsmen and Pipe Line Gaugers, employed by the Employer in the Producing, Refining, Natural Gasoline, Pipe Line, and Long Beach Harbor Terminals Divisions in the State of California, but excluding all clerical, administrative, professional, technical, casual, temporary, Marine Department, electrical employees, and Guards, Gatemen and Watchmen, and also excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

This definition is interpreted to include, within its framework, employees engaged in activities necessary to offshore drilling operations in the State of California, in line with the determination reached in National Labor Relations Board Case No. 21-RC-4844.

## ARTICLE II

### Period of Agreement

A. This Agreement shall be effective as of the 1st day of August, 1964, and continue until the 30th day

of June, 1966 and thereafter, (a) until either party gives the other sixty (60) days' written notice of termination, or (b) either party gives the other sixty (60) days' written notice of its desire to modify or amend this Agreement. In the first meeting of the parties subsequent to presentation of a notice under (b) above, the party which served the notice shall present all of the changes it desires to discuss, in writing, and the party receiving the notice may specify the changes it wishes to discuss. Within said period of sixty (60) days, the parties shall confer for the purpose of mutually considering on what terms and conditions this Agreement may be modified or amended. If upon the expiration of said sixty (60) day period, or any extension thereof which may be mutually agreed upon by the parties, the parties are unable to agree on modifications or amendments of this Agreement, then either party may terminate this Agreement upon sixty (60) days' written notice to the other. During any such period of negotiations, or any extension thereof, this Agreement shall remain in full force and effect.

**B.** Notwithstanding the provisions of Paragraph A of this Article II, each party shall have the right to re-open for wage rate negotiations, only, on or after August 1, 1965, by serving upon the other a written request for a conference to consider the subject of wage rates. In the event that agreement is not reached within sixty (60) days from the date any such notice is received, this Agreement shall be of no further force or effect whatever. During the initial sixty (60) day period subsequent to opening of this Agreement for the purpose of modification or amendment (under Paragraph A) the provisions of this paragraph cannot be applied.

### **ARTICLE III**

#### **Physical Examinations**

**A.** Applicants for employment shall be examined by a registered physician chosen by the Employer. Employees will not be required as a condition of continued employment to submit to a physical examination by a physician in the pay of the Employer or its agents, but shall, if requested by Employer, furnish a certificate of current date from a registered physician. In such a case, the expense for the examination will be borne by the Employer if performed by a physician chosen by the Employer, and will be borne by the employee if the examina-

tion is performed by a physician of his choice. In the case of employees absent from work due to illness or physical impairment, they shall be re-admitted to work upon the presentation of a certificate of physical fitness signed by any registered physician. This rule, however, shall not limit the right of the Employer to require physical examinations by a physician in the Employer's service in exceptional cases or in cases of frequently recurring absence from duty.

**B.** In case an employee becomes incapable of performing his work through accident, sickness, or other causes, the Employer will, if proper work is available, provide such work as the employee is capable of performing; and when the employee is able to return to his former duties, he shall be allowed to do so and his seniority shall not be affected.

**C.** When, as a result of accident or illness, an employee is required to absent himself from work for a period longer than that covered by sick leave, provided for in Article XIV, he will, provided authority for such absence has been given by the Employer, be permitted to return to work and such absence shall not be construed as a severance of employment in computing continuous service record or seniority.

## ARTICLE IV

### Seniority

**General—Paragraphs A, B, C, D, G, H, I, J, K, L, M, N, O and P.**

**Producing, Natural Gasoline and Pipe Line Divisions—Paragraph E.**

**Refining and Long Beach Harbor Terminals Divisions—Paragraph F.**

**A.** Seniority of all employees in the service of the Employer on the date on which this Agreement becomes effective shall be considered as now set forth in the seniority records which have been established in accordance with the preceding Articles of Agreement. Employees entering the Employer's service subsequent to the date on which this Agreement becomes effective shall acquire seniority upon the completion of one hundred eighty (180) days of active service rendered during a period of not more

than three hundred sixty-five (365) calendar days and excluding any time worked prior to a break in service, whereupon such seniority shall be deemed to have commenced as of the date of employment. A layoff for a period in excess of one hundred eighty (180) calendar days, resignation, or discharge shall constitute a break in service.

**B.** The Employer shall determine the capabilities and qualifications of each employee to take or hold a job in a classification to which his seniority would entitle him. It is understood that competency to perform a job is requisite to placement or continuance in it under the principles and procedures outlined in Article IV. If it is determined that an employee does not have the necessary capabilities and qualifications, he shall be so notified. In making such determination, the Employer shall not discriminate or act unreasonably. If any employee feels that the Employer has discriminated or acted unreasonably in determining his capabilities or qualifications with respect to any classification, the Employer's action will be subject to the grievance procedure.

**C. 1.** Only one employee at a time can accrue seniority in an established job. When an employee's seniority entitles him to an established job and he is assigned to it, he shall be on a "regular assignment" and shall accrue Division Seniority, and Department Seniority if the assignment is within a department. Irrespective of the provision in the first sentence of this section, a job vacated by an employee on an extended temporary basis for a period of known duration of one year or more (examples are absences for military leave, foreign service and leave of absence to engage in business of the Union) will be filled as a regular assignment and seniority accrual in it given to the relief as well as to the absent employee. When he is ready to return to his regular assignment, the employee who is on an extended temporary absence will be placed in the position to which his then attained Department and/or Division Seniority rights entitle him.

**2.** When an employee completes six (6) months' active service in a regular assignment in a classification within a department or unit of a department, he shall be considered "qualified" in such classification in that department or unit.

**D. Listed below are the Divisions, Departments and Units:**

<b>DIVISION</b>	<b>DEPARTMENT</b>	<b>UNIT</b>	
Producing (embracing development and/or production of crude oil and/or natural gas).	(1) Development		
	(2) Production		
	(3) Construction and Maintenance		
	(4) Transportation		
	(5) Warehouse		
Natural Gasoline	(1) Operating		
	(2) Construction and Maintenance		
	(3) Laboratory		
Refining	(1) Light Oil	Alkylation	
		Cat Reformer #1	
		Cat Reformer #2	
		Combination	
		Crude and Rerun	
		D.A.	
		F.C.C.	
		Super Fractionation	
		T.C.C.	
		Thermal Fractionation	
Treating			
(2) Asphalt	Asphalt Plant		
	Vacuum Stills		
(3) Storage & Handling	Watson		
	Hynes		
	Vinvale		
(4) Construction and Maintenance	Carpenter Shop		
	Garage		
	Instrument		
	Insulating		
	Machine Shop		
	Miscellaneous		
	Painting		
	Pipe Shop		
	Rigging		
	Tin Shop		
Tool Room			
Welding			
	Boiler Making		
	Blacksmith Shop		
	(5) Fire & Safety		
	(6) Laboratory		
	(7) Lubricants & Specialties		
	(8) Transportation		
	(9) Utilities		
	(10) Warehouse		
	Pipe Line	(1) Operating	
		(2) Construction and Maintenance	
	Long Beach Harbor Terminals	Operating	

## **PRODUCING, NATURAL GASOLINE AND PIPE LINE DIVISIONS**

E. On the date upon which this Agreement becomes effective, employees of the PRODUCING, NATURAL GASOLINE AND PIPE LINE DIVISIONS covered thereby shall be credited with seniority for their regular assignments and be promoted or demoted from one classification to another when additions, reductions or changes of personnel become necessary as follows:

### **1. Division Seniority**

- a. Division Seniority means the aggregate time spent on a calendar date-to-date basis in the particular division, excluding any time worked prior to a break in service, and subject to the provisions of Paragraph A of this Article.
- b. Division Seniority shall apply in effecting lay-offs from, promotions to and demotions from the various classifications in the Divisional Group, and promotions to and demotions from the various departments of employees having equal Department Seniority.
- c. Division Seniority shall apply in making promotions from classifications in the Divisional Group into a classification of any department, except that when there are employees in the Divisional Group with Department Seniority in the department involved, they will be given preference.

### **2. Department Seniority**

- a. Department Seniority means the aggregate time spent on a calendar date-to-date basis in a particular department in a regular assignment or assignments, excluding any time worked prior to a break in service, and subject to the provisions of Paragraph A of this Article.
- b. Department Seniority shall serve as the basis for effecting promotions to and within and demotions within and from a department.

### **3. Promotions**

- a. There shall be recognized four (4) geographical districts as defined by the Employer. An employee shall be promoted within his de-

partment in these districts separately according to his Department Seniority, except as provided in E-3-h ("area" consideration).

- b. For purposes of Paragraph E of Article IV, a "vacancy" shall mean a regular assignment which has been permanently vacated by another employee and an "opening" shall mean a newly established regular assignment.
- c. In effecting promotions to fill either a "vacancy" or an "opening" within a department, employees making application for promotion will be considered with the following order of preference:
  - (1) The employee in the department with the greatest Department Seniority and who either is qualified in the next lower classification in the promotional unit, or is qualified in the classification being filled, or is qualified in a higher level classification in the promotional unit than the classification which is being filled.
  - (2) The employee in the department with the greatest Department Seniority and who is not qualified in but is regularly assigned in the next lower classification in the promotional unit than the classification which is being filled.
  - (3) The employee in the department with the greatest Department Seniority and who is, alternately and in turn, qualified in or regularly assigned in each next lower classification in the promotional unit successively.
- d. When a vacancy occurs above the red line or above the lowest active classification in a department as shown on the Charts of Movement (Appendix B and Paragraph E-5-a split-classification assignments), it shall be filled by promotion within the district in the order established in Paragraph E-3-c (promotional sequence). In the event the vacancy cannot be filled under the above procedure, and it is an assignment located above the red line, it will be made available under Paragraph E-3-e (opening). Otherwise it will be made available on a statewide basis under Paragraph E-3-f (Divisional Group).
- e. When an opening occurs above the lowest active classification in a department as shown on the Charts of Movement (Appendix B and

Paragraph E-5-a split-classification assignments), or a vacancy which has not been filled in accordance with Paragraph E-3-d exists, it shall be filled by promotion on a statewide basis in the order established in Paragraph E-3-c (promotional sequence) applied in each district separately. In the event the opening or vacancy cannot be filled under the above procedure, it will be filled in accordance with the provisions of Paragraph E-3-f (Divisional Group).

- f. For any vacancy or opening which is not filled under d. or e. above, the practice will be followed of promoting into a department on a statewide basis the employee regularly assigned to the Divisional Group and who is qualified in the department involved, or if there is no such qualified employee, the employee who has the greatest Department Seniority in that department. If no employee with the appropriate Department Seniority is available, the employee regularly assigned to the Divisional Group and with the greatest Division Seniority shall be given the opportunity for promotion.
- g. Should it be determined that there is no employee capable of filling a vacancy or an opening through the normal channels of movement, the Employer may accept requests for transfer in or employ directly to fill the assignment, and future movements of such employees will be governed by the seniority provisions of Article IV, except that Division Seniority shall control their right to displace employees in the first subsequent demotion to a classification below the one filled at the time the employee involved entered the department.
- h. Promotional movements shall be governed according to application of the provisions of this section (E-3), except that an employee in the Production, Construction and Maintenance, Transportation or Warehouse Department of the Producing Division or any department of the Natural Gasoline Division in the Cuyama and San Joaquin Valley areas, only, will be eligible for promotion to a vacancy or an opening under E-3-d and E-3-e (normal promotional process) in each of these two areas on the basis of Department Seniority

and in the order established in E-3-c (promotional sequence), applied in each area separately, and the acceptable employee with the greatest Department Seniority will be promoted. The relationship of classifications in these areas will be shown on Special Charts of Movement to be prepared in discussions with the Workmen's Committees.

- i. Due to the requirements of the Lead Craftsman, Driller and Head Well Puller classifications for abilities to direct the work of and provide leadership for other employees, and the requirements of the Pipe Line Gauger to maintain suitable public contact relationships, the choice of employees to fill assignments in these classifications shall be based on these additional qualities and appropriate seniority of eligible employees, and the senior employee with the required qualifications shall be promoted first. It is understood that the provisions of Article IV, Paragraph B, also will apply to these classifications.

#### **4. Demotions**

- a. There shall be recognized four (4) geographical districts as defined by the Employer. An employee shall be demoted within his department in these districts separately in accordance with the appropriate seniority controlling such movements, except as provided in E-4-f ("area" consideration).
- b. Demotions will be effected through selecting the employee having the least Department Seniority in a district in a given classification, and after such selection the employee will be demoted and displace an employee having equal or less Department Seniority in that district in each next lower classification in that unit successively, subject to the provisions of Paragraphs E-3-g and I (transfers and direct employment, and equal seniority cases) hereof.
- c. Before being demoted out of a unit, an employee shall be afforded the opportunity to displace another employee with less Department Seniority in the same or a lower level classification (as indicated in Appendix B and Paragraph E-5-a split-classification assignments), in another unit of the same department in his district.

- d. Immediately prior to being demoted from a department, an employee may transfer to another district, provided his Department Seniority is greater than that of another employee in that district, and he shall assume the highest position to which his Department Seniority and qualifications entitle him. In the event an employee elects not to exercise his seniority to transfer to another district under these conditions, he may displace an employee in his own district in the Divisional Group and with less Division Seniority.
- e. In the event that a demoted employee is unable to claim a job in his department in his particular division, he shall displace an employee in the Divisional Group having less Division Seniority in that particular division.
- f. Demotional movements shall be governed according to application of the provisions of this section (E-4), except that an employee directly or indirectly affected by such a demotional move in the Production, Construction and Maintenance, Transportation or Warehouse Department of the Producing Division or any department of the Natural Gasoline Division in the Cuyama and San Joaquin Valley areas, only, may choose to exercise his seniority and remain in his respective area. An employee who does so and later chooses to move between these two areas to avoid a further demotion may not exercise his seniority in such a manner that the move between these two areas results in a position above the one he left in his home area.
- g. In the event an employee refuses to exercise his seniority to take a transfer from one district to another when there is no longer any job to which his seniority entitles him in his home district, his refusal will be considered a voluntary resignation.
- h. Layoffs will be effected in each division separately and the employee with the least Division Seniority shall be the first man laid off, regardless of classification, provided there is available an employee who has demonstrated in the service of the Employer his capability of performing the duties of the employee to be laid off and provided the job is to be continued. Laid-off employees will be rehired in accordance with Article IV, Paragraph G (re-employment after layoff).

## **5. Split-Classification Assignment**

- a. A regular assignment consisting of two or more classifications will, for promotional and demotional purposes, be treated in the following manner:
  - (1) Such an assignment or assignments will be considered as a step or steps between regular assignments in single classifications in a unit, and with its or their levels determined by the weighted averages of base hourly wage rates. These relationships will be reflected in special Charts of Movement to be prepared in discussions with the Workmen's Committees of the various districts.
  - (2) An employee or employees in split-classification regular assignments will be subject to promotional and demotional movement on the same seniority bases as employees in single classification regular assignments.
- b. An employee will qualify in a split-classification regular assignment just as in a single classification regular assignment (under provisions of Paragraph C) but will not establish qualification at the same time in the separate classifications of which the split-classification assignment consists.
- c. When an employee is in a regular assignment consisting of two or more classifications, one of which is in a department and one of which is not in a department, he shall accrue Department Seniority for time spent in such assignment. This assignment shall be considered as a departmental assignment and its position with respect to single classification regular assignments will be established in accordance with the provisions of Paragraph E-5-a.

## **6. Transfers**

- a. When, at the request of the Employer, an employee is temporarily transferred from his department, district or division to another department, district or division, the transferred employee shall continue to accrue seniority in the department, district and division from which he was transferred. When his services are no longer required in such temporary

assignment, he shall be returned to the job which he would have held had the transfer not been made. Transfers of this nature shall not upset the normal promotional or demotional rights of employees.

- b. In instances where an employee is assigned to work in two or more departments of a division or two or more separate divisions, his seniority shall accumulate in his home department and/or division.
- c. In cases where new processes are instituted, the selection of a man to be transferred to a job created thereby shall be based on his past performance, experience, adaptability and capability to perform the new job, and if two men are considered equally capable, the employee with the greater Department Seniority shall be assigned to the job. Such assignments will be discussed with the Workmen's Committee by Local Management at least seven (7) days prior to such transfer.
- d. When a qualified employee is no longer capable of performing satisfactorily any job to which his seniority entitles him in his department, he may be transferred to the lowest classification in another department when a vacancy or opening occurs there, provided he is capable of performing the job and provided he has greater Division Seniority than another employee who is eligible for such job. Demotion of such employee from the new department thereafter will be governed by his Division Seniority.
- e. An employee shall not have the option to select the locality in which he shall work, but he may request a transfer to the locality he prefers. If the request involves a transfer between districts it shall be submitted in writing by the employee and presented to Local Management for consideration and, if acceptable, will be presented to the Workmen's Committees of the two (2) districts involved. If both Committees agree to the transfer, the employee shall change districts when a vacancy or opening occurs in the district to which he wishes to transfer. An employee who transfers from one district to another under this provision will not be permitted to use the Department Seniority he takes with him to the new district to obtain any temporary assignment or a regular assignment

made available only on a districtwide basis. When he makes one promotional move in the new district to fill a regular assignment this penalty will be removed.

- f. An employee in the Construction and Maintenance Department and who has been forced out of his selected unit of work through demotional movement as provided in Paragraph E-4-c and E-4-d (demotional procedures), and who requests such consideration prior to the time the vacancy or opening occurs, will be allowed to move back into this unit in accordance with his qualifications and Department Seniority rights when a vacancy or opening occurs. If the movement involves a transfer between districts it will be handled under E-6-e, except that there will be no penalty.
  - g. The Employer shall use its best efforts to move employees from one district to another in line of seniority, that is, move the employee with the least seniority entitled to the position first, unless a senior employee entitled to the position desires the transfer.
7. Notwithstanding any of the other provisions of this Article, for educational and training purposes the Employer reserves the right to place the following in jobs covered by this Agreement:

Producing Division—

Two (2) men in each district, plus one (1) man for each one hundred (100) employees covered by this Agreement in each district.

Natural Gasoline Division—

One (1) man in each district.

Pipe Line Division—

One (1) man in each district.

A list of the men so selected shall be furnished to the Workmen's Committee and to the Local Union.

8. The Pipe Line Gauger (excludes split-classification assignments which include the Gauger classification) henceforth will be the top classification of the Pipe Line Division and will not be identified to any department. Employees who were in the Gauger classification on a regular assignment basis on March 16, 1959 will be

credited with Gauger classification seniority for all of the time they spent in this classification on a regular assignment basis on and prior to that date and all subsequent regular assignment time spent in it. Other employees will be credited with Gauger classification seniority for all time spent in this classification on a regular assignment basis subsequent to March 16, 1959. When a vacancy or opening occurs in the Gauger classification, it shall be filled on the basis provided in Paragraph E-3-i (special requirements), and the normal practice followed of promoting on a statewide basis the employee who has the most Gauger classification seniority, or if there isn't any such interested employee, the employee who has the greatest Division Seniority in the Pipe Line Division. Demotions from the Pipe Line Gauger classification will be made on a statewide basis, with Gauger classification seniority being the seniority which applies. At the time of a demotion the employee affected will have his Gauger classification seniority also credited as Department Seniority in the department from which he was promoted to the Gauger assignment and will be placed in the classification to which his then attained department and/or division seniority entitles him according to Article IV,E-4. If the demotion (any reduction to a lower-level classification) occurs within one (1) year of the date on which an employee is promoted to Gauger, such employee will return to the District in which he was located at the time he was promoted to Gauger.

## **9. Development Department**

Because of the relatively mobile nature of drilling operations, promotional and demotional movements within the Development Department of the Producing Division will be controlled as follows:

- a. Promotional movements shall be governed according to application of the provisions in Section E-3, except that an employee in this Department will be eligible for promotion to a vacancy or an opening on a statewide basis in accordance with the procedure established in filling an opening (Paragraph E-3-e).
- b. Demotional movements shall be governed according to application of the provisions in Section E-4, except that employees in this Department will be demoted on a statewide

basis. However, an employee may exercise his seniority to remain in his current district. If this procedure is followed and the employee later chooses to move between districts to avoid a further demotion he may not exercise his seniority in such a manner that the move results in a position above the one he left in his then current district.

## **10. Job Posting Plan**

a. Jobs to be posted (after transfers have been effected for performance and location reasons, and to provide return to selected unit of work, outlined under E-6-d, E-6-e, and E-6-f).

### **(1) Districtwide**

Vacancies above the lowest classification in a unit of a department (under provisions of E-3-d).

### **(2) Statewide**

(a) All openings in a department.

(b) Vacancies in the lowest classification in a unit of a department.

(c) Vacancies above the lowest classification in a unit of a department and which cannot be filled from employees in regular assignments in such department within the district (under provisions of E-3-d).

(d) All vacancies and openings involving the Pipe Line Division Gauger (under provisions of E-8), and all classifications of the Development Department of the Producing Division (under provisions of E-9).

## **b. Posting Procedure**

(1) Within a fifteen (15) day period after it has been determined by the Employer that a vacancy or opening is available, it shall be posted.

(2) Promotional opportunity notices will be posted on the bulletin boards for a period of ten (10) days.

(3) Notices will be posted in the divisions and/or districts affected.

## **c. Application Procedure**

(1) Applications for a posted vacancy or opening must be received by the local Per-

sonnel Office within the ten (10) day period specified on the notice.

- (2) An employee who anticipates being absent from work for more than ten (10) days may submit an application or other written request for any vacancy or opening in which he is interested and which may be posted during his absence. Such an application shall be considered only during the absence which was responsible for its submission.

**d. Closing Procedure**

- (1) At the end of the ten (10) day posting period, the posted vacancy or opening will be filled from those employees who have made application in accordance with the provisions of this Article and the employee assigned to a posted job will be placed in line of seniority on the first day following the expiration date of the ten (10) day posting period.
  - (2) Employees assigned to fill posted jobs will be announced on the bulletin boards.
  - (3) An employee who secures a posted job must be available to fill such job within ten (10) days after being notified of his opportunity unless he is unable, because of vacation, illness or injury, or for some other reason which may be acceptable to the Employer. In such cases, the ten (10) days may be extended for a reasonable period of time.
- e. Should an employee who takes an assignment fail to qualify in such assignment, he shall be demoted to the job to which his appropriate seniority and qualifications entitle him in the district of his new assignment, except as provided for the Pipe Line Gaugers (Paragraph E-8) and classifications in the Development Department of the Producing Division (Paragraph E-9). This will obtain whether or not a move between districts is involved.
- f. An employee who fills a job during the posting period or the period of time needed to fill the job will be considered to be filling a temporary assignment.
- g. An employee who does not apply for a posted job shall not be given consideration for it.

## **REFINING AND LONG BEACH HARBOR TERMINALS DIVISIONS**

**F.** On the date upon which this Agreement becomes effective, employees of the **REFINING AND LONG BEACH HARBOR TERMINALS DIVISIONS** covered thereby shall be credited with seniority for their regular assignments and be promoted or demoted from one classification to another when additions, reductions, or changes of personnel become necessary as follows:

### **1. Division Seniority**

- a. Division Seniority means the aggregate time spent on a calendar date-to-date basis in the particular division, excluding any time worked prior to a break in service, and subject to the provisions of Paragraph A of this Article.
- b. Division Seniority shall apply in effecting layoffs from and demotions to the Laborer classification, and promotions to and demotions from the various departments of employees having equal Department Seniority.
- c. Division Seniority shall apply in making promotions from the Laborer classification to the lowest classification of any department, except when there are employees in the Laborer classification with Department Seniority in the department involved.

### **2. Department Seniority**

- a. Department Seniority means the aggregate time spent on a calendar date-to-date basis in a particular department in a regular assignment or assignments, excluding any time worked prior to a break in service, and subject to the provisions of Paragraph A of this Article.
- b. An employee who has been promoted into a department in a regular assignment shall accrue Department Seniority for time worked in such regular assignment.
- c. An employee who moves as the result of a demotion caused by reduction in force from one to another of the following departments

shall have the aggregate of his Department Seniority in said departments accumulated to his credit in the new department: the Light Oil Department, the Storage and Handling Department, the Asphalt Department, the Utilities Department.

### 3. Promotions

- a. For purposes of Paragraph F of Article IV, a "vacancy" shall mean any regular assignment in which there is no incumbent.
- b. When a vacancy occurs in the lowest classification of a department, the practice will be followed of promoting into the department from the Laborer classification the employee with the greatest Department Seniority and who has qualified in that department, and successively, the employee with the greatest Department Seniority and who has not qualified in that department. If no such employee is available for the vacancy to be filled, the employee in the Laborer classification with the greatest Division Seniority shall be given the opportunity for promotion.
- c. When a vacancy occurs above the lowest classification in a department or a unit within a department, it shall be filled by promotion with the following order of preference:
  - (1) The employee in the next lower classification of the promotional unit with the greatest Department Seniority and;
    - (a) Qualified in such classification.
    - (b) Not qualified in such classification.
  - (2) The employee in each next lower classification, successively, of the promotional unit with the greatest Department Seniority and;
    - (a) Qualified in such classification.
    - (b) Not qualified in such classification.
  - (3) Under b above.
- d. If there is no employee capable of filling a vacancy through the normal channels of movement, the Employer may accept requests for transfer in or employ directly to fill the assignment, and future movements of such employees will be governed by the seniority provisions of Article IV, except that Division

Seniority shall control their right to displace employees in lower classifications.

- e. Due to the requirements of the Lead Craftsman and Head Operator classifications for abilities to direct the work of and provide leadership for other employees, the choice of employees to fill assignments in these classifications shall be based on these additional qualities and appropriate seniority of eligible employees, and the senior employee with the required qualifications shall be promoted first. It is understood that the provisions of Article IV, Paragraph B, also will apply to these classifications.
- f. In instances where operations are resumed in a Department after a shutdown or curtailment of one hundred eighty (180) days or less, the employees who were engaged in those operations immediately preceding such shutdown or curtailment shall be restored to the positions they held at that time, provided they accept transfer to such positions within three (3) days after being notified.

#### **4. Demotions**

- a. Demotions will be effected through selecting the employee in an affected classification and with the least Department Seniority, and that employee will be demoted and displace an employee in a lower classification within the same unit and who has equal or less Department Seniority.
- b. An employee who is about to be demoted out of a unit shall have the right to displace an employee in another unit of the same department if the displaced employee:
  - (1) Has less Department Seniority than the displacing employee, and
  - (2) At the time of the demotions is in the same or a lower classification than the lowest classification in the unit from which the demotion is being made.

An employee who is about to be demoted out of the Light Oil, the Storage and Handling, the Asphalt, or the Utilities Department, shall have the right to displace another employee in

the lowest classification of one of these departments and who has less Division Seniority. The employee in the lowest classification of a department and who has the least Division Seniority shall be demoted into the Laborer classification. Irrespective of the above, an employee who is about to be demoted out of an operating unit because the entire unit is being permanently shutdown, only, shall have the right to displace an employee in the same or a lower classification in another unit of the same department and with less Department Seniority as soon as he is capable of filling the job in accordance with the provisions of Paragraph B of this Article.

- c. The employee with the least Division Seniority shall be the first man laid off, regardless of classification, provided there is available an employee who has demonstrated in the service of the Employer his capability of performing the duties of the employee to be laid off, and provided the job is to be continued. Laid-off employees will be rehired in accordance with Article IV, Paragraph G (re-employment after layoff).

## **5. Split-Classification Assignment**

- a. A regular assignment consisting of two or more classifications will, for promotional and demotional purposes, be treated in the following manner:
  - (1) Such an assignment or assignments will be considered as a step or steps between regular assignments in single classifications in a unit, and with its or their levels determined by the weighted averages of base hourly wage rates.
  - (2) An employee or employees in split-classification regular assignments will be subject to promotional and demotional movement on the same seniority bases as employees in single classification regular assignments.
- b. An employee will qualify in a split-classification regular assignment just as in a single classification regular assignment (under pro-

visions of Paragraph C) but will not establish qualifications at the same time in the separate classifications of which the split-classification assignment consists.

- c. When an employee is in a regular assignment consisting of two or more classifications, one of which is in a department and one of which is not in a department, he shall accrue Department Seniority for time spent in such assignment. This assignment shall be considered as a departmental assignment and its position with respect to single classification regular assignments will be established in accordance with the provisions of Paragraph F-5-a.

## **6. Transfers**

- a. When, at the request of the Employer, an employee is temporarily transferred to another plant or department (within the Refining or Long Beach Harbor Terminals Divisions), his seniority shall continue to accrue in the department from which he was transferred. When his services are no longer required in such temporary assignment, he shall be returned to the job which he would have held had the transfer not been made. Transfers of this nature shall not upset the normal promotional or demotional rights of employees.
- b. In cases where new processes are instituted, the selection of a man to be transferred to a job created thereby shall be based on his past performance, experience, adaptability and capability to perform the new job, and if two men are considered equally capable, the employee with the greater Department Seniority shall be assigned to the job. An employee so transferred from one operating department (Light Oil, Storage and Handling, Asphalt, Utilities) to another shall have such Department Seniority accumulated to his credit in the new department. Such assignments will be discussed with the Workmen's Committee by Local Management at least seven (7) days prior to such transfer.

7. In addition to any opportunity for re-employment he may enjoy under Paragraph G hereof, it is agreed that an employee being laid off from the Laborer classification of the Refining Division and with greater Division Seniority (the sum of his Refining and Long Beach Harbor Terminals Division seniority) than an employee in the Laborer classification of Long Beach Harbor Terminals Division shall replace such Terminals Division employee, and that an employee being laid off from the Laborer classification of Long Beach Harbor Terminals Division and with greater Division Seniority (the sum of his Refining and Long Beach Harbor Terminals Division seniority) than an employee in the Laborer classification of the Refining Division shall replace such Refining Division employee. In these instances, however, the transferred employee shall not bring into the new division any seniority rights previously acquired in the other division, nor will he extend his seniority in his original division.

**8. Special Provisions for Construction and Maintenance Department**

For purposes of controlling movement into and out of regular assignments in the Construction and Maintenance Department, the following shall supersede all other provisions of Article IV, Paragraph F, which are in conflict therewith:

**a. Unit Seniority**

- (1) Unit Seniority means the aggregate actual time worked on a calendar date-to-date basis in a particular unit of the Construction and Maintenance Department.
- (2) Unit Seniority shall be used only as the basis for effecting promotions and demotions in the various units of the Construction and Maintenance Department.

**b. Job Posting**

**(1) Jobs to be Posted**

All vacancies which occur in the Helper classification of each unit.

**(2) Posting Procedure**

Each vacancy shall be posted on appropriate bulletin boards for a period of ten (10) days.

**(3) Application procedure**

(a) All Helpers of the Construction and Maintenance Department and all employees in the Laborer classification may make application for posted jobs.

(b) Applications for posted jobs must be received by the local Personnel office within the ten (10) day posting period.

(c) An employee absent from work for any reason (except for military service covered in Paragraph M hereof) may submit an application at any time prior to the end of the ten (10) day posting period for an anticipated vacancy which he may desire.

(d) At the end of the ten (10) day posting period, a posted vacancy will be filled from those employees who have made application and in the following order of preference:

1) Employees in the department with the greatest Department Seniority.

2) Employees in the Laborer classification with the greatest Department Seniority.

3) Employees in the Laborer classification with the greatest Division Seniority.

(4) The employee assigned a posted job will begin to accrue Unit Seniority on the first day following the expiration date of the ten (10) day posting period.

(5) An employee who fills a job during the posting period or the period of time

needed to fill the job will be considered to be filling a temporary assignment.

- (6) An employee who secures a posted job must be available to fill such job within ten (10) days after being notified of his opportunity unless he is unable, because of vacation, illness or injury, or for some other reason which may be acceptable to the Employer. In such cases, the ten (10) days may be extended for a reasonable period of time.
- (7) An employee who does not apply for a posted job shall not be given consideration for it.
- (8) An employee who elects not to apply for a posted job shall not jeopardize his seniority standing in succeeding cases.

**c. Promotions**

A vacancy which occurs above the Helper classification in any unit shall be filled by promoting the employee in the next lower classification, and successively in each next lower classification, in that unit and who has the greatest Unit Seniority.

**d. Demotions**

- (1) Demotions shall be within each unit on the basis of Unit Seniority. They shall be made by selecting the employee in the affected classification with the least Unit Seniority, and that employee will be demoted and displace an employee in the next lower classification in the same unit with equal or less Unit Seniority.
- (2) An employee who is about to be demoted out of a unit shall have the right to displace an employee with less Division Seniority and who is in the Helper classification in another unit.
- (3) The employee in the Helper classification of the department who has the least Division Seniority shall be demoted into the Laborer classification.

**G.** The last man laid off in a particular division will be the first man rehired when taking on more men in that division, provided such layoffs have been made in accordance with seniority. This paragraph shall not be construed to require the Employer to re-employ any former employee with a break in service or who does not have a total of one hundred eighty (180) calendar days of active service. When a division is adding to its force and has re-employed all of its available ex-employees holding seniority rights, it shall fill further vacancies by giving preference to the ex-employees of any other division who hold seniority rights but, in such instances, the ex-employee of another division shall not bring into the new division any previously acquired seniority rights, nor will he extend his seniority in his original division. Should, however, such an employee upon termination of his employment in the new division be able to secure a position in his original division, he will be credited therein with the accumulated seniority in both divisions, provided that his return to the original division occurs within one (1) year from the date upon which his employment was terminated therefrom. Notice of opportunity for re-employment shall be given in writing and sent to the last known address of the individual and to the Local Union. If, in response to notices so given, an eligible ex-employee fails to report for duty within ten (10) days from the time of mailing of such notice to him, he shall waive the opportunity for re-employment with respect to that particular vacancy; however, this time may be extended in special instances when arranged between Employer and employee. Such vacancies may be filled irrespective of seniority until filled in accordance with the provisions of this paragraph.

**H.** Temporary assignments which extend beyond thirty (30) days, except for those involving experimental work, shall be filled with employees in the local working area on the basis of appropriate seniority. In cases where employees are assigned to extended vacation relief schedules in the Producing, Natural Gasoline, and Pipe Line Divisions, they shall be selected initially in the local working area on the basis of appropriate seniority. If it is considered that there are sound reasons under the above conditions for not observing such practice, the matter will be discussed with the Workmen's Committee involved. Temporary assignments of less than thirty (30) days' duration generally will be

filled with employees in the local working area on the basis of appropriate seniority, except when it is impractical or unreasonable to do so.

**I.** In cases of equal Department Seniority, priority of job placement shall be determined in the following sequences each time a problem arises:

1. Division Seniority shall govern.
2. Continuous service with the Employer shall govern.
3. Determination shall be made by lot.

**J.** Seniority lists shall be compiled and a copy furnished to the Local Unions and to the Chairman of each of the Workmen's Committees semi-annually.

**K.** If, because of employees' unwillingness to exercise their seniority for promotion or as a result of inability of employees to progress, it becomes impossible to give necessary training and experience at one level in a promotional unit, an employee who is unwilling or unable to progress may be moved temporarily to provide the opening necessary to give another employee experience for movement to a higher level assignment. Any employee so affected will be advised of his probable future status. When such a move becomes necessary, the employee with the least amount of appropriate seniority and unwilling or unable to progress will be moved temporarily, and will be given the first opportunity to return to his former assignment the first time such a move can be made without again making it impossible to give training and experience at this level. Should this same problem occur in the Roustabout or Laborer classifications, the employees who are unwilling or unable to progress may be terminated, and such terminations shall affect the employees in the Roustabout or Laborer classifications with the least Division Seniority.

**L.** On any promotion, demotion or transfer, because of seniority, from one job to another, the affected employee may immediately be assigned to work in the classification to which his seniority entitles him or may, because of unfamiliarity with the conditions involved on the new job, be placed in a position of less responsibility until he becomes familiar with the new conditions as, for instance:

1. Driller transferred to a new district on a well nearing completion.

2. Driller transferred to a well in which peculiar formation conditions exist or where a new type of equipment is in use.
3. Head Well Puller transferred to duties in a field involving deeper wells or equipment with which he is not familiar.
4. Any transfer of an employee even though it contemplates technique identical to that in which the employee has qualified, but where other conditions exist with which, in the opinion of the Employer, he is not familiar.

In an instance such as that referred to herein where an employee is assigned for training purposes to a classification lower than that for which he is qualified, he shall nevertheless accumulate seniority in his regular assignment.

**M.** Employees who shall relinquish their positions with the Employer to perform military service as a result of an order of the United States Government or any agency thereof, or who shall voluntarily enlist for the purpose of performing service in the Armed Forces of the United States and shall so notify the Employer, shall, within ninety (90) days from the date of honorable discharge from such service, be entitled to resume their employment with the Employer, if physically fit to do so, and be restored to their seniority status and, insofar as possible, to the positions to which they may be entitled on the basis of such accumulated seniority, as they qualify to advance to such positions, unless the Employer's circumstances have so changed as to make it impossible or unreasonable to do so. In case an employee may be unable to return to his employment within ninety (90) days from the date of honorable discharge for reasons acceptable to the Employer (the determination of which shall be on an equitable basis in all cases), this period of eligibility for re-employment may be extended. Subject to the rights an employee may have under Federal law, the employment and seniority rights of this clause will not apply to any employee who remains in military service beyond the time when he first can elect to return to civilian status.

**N.** To illustrate the application of seniority, the divisions, departments, job classifications, wage rates, promotional units, and related matter, will be as shown in attached Appendixes B and C, which by this reference are made a part of this Agreement and will be subject to change as conditions require

in discussions with the interested Workmen's Committees.

**O.** Employees excluded from the terms of this Agreement shall not perform the duties of any job included under the scope of this Agreement, except for occasional or reasonable short periods, and except:

1. During periods of emergency;
2. To train other employees;
3. To avoid accidents;
4. To perform experimental work;

provided that such performance shall not be in such a manner as to prevent the promotion or cause the demotion or layoff of a regularly assigned employee.

**P. 1.** An employee transferring into a classification covered by this Agreement shall be subject to seniority credit from the date of the transfer in accordance with the provisions of Article IV.

2. An employee covered by this Agreement who temporarily is transferred to a classification outside this Agreement (includes temporary loans to foreign service) shall accumulate seniority in his regular division and/or department.

3. An employee who is transferred permanently from this bargaining unit shall have his relative Department and Division Seniority positions maintained for a total accumulated period of three (3) years after the effective date of such transfer. Subsequently, he will retain but not extend his Division Seniority so established. If he returns to this bargaining unit, he will be given the assignment to which his Division Seniority as extended above entitles him.

4. An employee who is promoted permanently from this bargaining unit and who continues in the same general field of activity (Producing, Natural Gasoline, Pipe Line, Refining, or Long Beach Harbor Terminals) shall retain his relative position with respect to other employees and, should he return to this bargaining unit, shall be placed in the assignment to which his then attained seniority position entitles him.

## ARTICLE V

### Hours of Work

**A.** The established workweek shall consist of seven (7) consecutive days, beginning at 12:01 a.m., Monday.

**B.** The regularly scheduled hours of work shall not exceed eight (8) hours in any one day, nor forty (40) hours in any workweek at straight time. The workweek of any employee shall not be reduced by any overtime which he may have worked during any preceding week.

**C.** Regularly scheduled daily clock hours of work shall be those in effect as of the date of this Agreement. In the case of any changes affecting working hours, desired either by the Employer or employees, such changes shall be discussed by the Employer and the Union and become effective when agreed to by the Employer and the Local Unions involved in the division and district affected.

**D.** The following personnel will be allowed to eat on the Employer's time:

1. Those in operating activities regularly carried on for twenty-four (24) hours per day, and which require direct personal reliefs;
2. Those required to remain on duty while they eat;
3. Those on night work.

All other employees shall eat on their own time. Any such employee required to work through his regular lunch period will be paid for one-half ( $\frac{1}{2}$ ) hour at the overtime rate, and shall be assigned another thirty (30) minutes during which to eat his lunch not later than six (6) hours from his regular starting time.

**E.** In the event an employee loses time (not in excess of three (3) days) from his work because of circumstances beyond his control, such as personal illness (not covered by sick leave pay in accordance with Article XIV), illness of a member of his family or attendance at a funeral, he shall, if in the opinion of the Employer work is available, be permitted to make up the time so lost within three

(3) months by working on his regular days off at the rate of pay for the classification in which such work is available, provided that no overtime shall be incurred thereby.

F. In the event of the death of a member of an employee's immediate family (mother, father, wife, child, brother, sister, mother-in-law, father-in-law), he shall be allowed pay for necessary time off to a maximum of four (4) regularly scheduled work-days, provided the employee attends the funeral.

G. Under no circumstances shall an employee be required or permitted to work more than sixteen (16) consecutive hours, except in an extreme emergency.

H. For periods during which an employee is required to be absent from his job for jury service or to appear as a witness by court subpoena, his basic wages will be maintained according to the Employer's regulations.

## ARTICLE VI

### Overtime

A. Employees shall be paid one and one-half (1½) times the regular straight time rate for:

1. Time in excess of eight (8) hours worked and paid for at the straight time rate in any one period of twenty-four (24) consecutive hours.
2. Time in excess of forty (40) hours worked and paid for at the straight time rate in any one workweek. Regularly scheduled hours worked up to a maximum of eight (8) on a specified holiday will be included in computing the forty (40) hours in the work week beyond which the overtime rate is paid.
3. Time worked on an employee's regular day off, only if the work is performed at the request of the Employer. The regular straight time rate always will be applicable where the conditions outlined under Article V-E and Article IX-B obtain.
4. The first full shift when an employee is required to change shifts or schedules without forty (40) hours' advance notice, provided the new work period begins within the forty (40)

hour period subsequent to receipt of notice. In a case involving a return to regular schedule from a temporary assignment, or any temporary promotion or demotion of a Roustabout, Relief Operator or Laborer, this overtime provision shall not apply.

5. Time worked on a "call-out", including travel time to and from the job. A "call-out" has occurred when an employee, without advance notice, is called and requested to report to work immediately and so reports to work outside of his regular working hours on a scheduled workday, or on a regular day off, provided the hours worked are not consecutive with his scheduled work period.

There shall be a minimum payment equivalent to four (4) hours at the straight time rate for each "call-out" separately, unless elapsed time from the start of compensable time for one "call-out" to the start of compensable time for the next "call-out" is four (4) hours or less. In the event no work is required of an employee who is called out and reports to the work site, he shall receive pay for four (4) hours at his regular straight time rate.

**B.** Straight time shall apply to transportation employees assigned to over-the-road driving and to runs which cannot be completed in eight (8) hours, and to Pipe Line Gaugers assigned to isolated areas where it is impossible for them to work on a regular schedule, except that one and one-half (1½) times the regular straight time rate shall be paid for all time worked over forty (40) hours in a regular workweek. Transportation employees shall not be required to take off such excess hours later in the week, but shall be allowed to complete their regular schedules.

**C.** For the purpose of computing overtime under this Article, an employee working any part of the first thirty (30) minutes of any overtime hour shall be considered as having worked one-half (½) hour and an employee working more than thirty (30) minutes of any overtime hour shall be considered as having worked one (1) hour.

**D.** There shall not be any pyramiding of overtime and/or premium payments. In any case where two or more overtime and/or premium payments are applicable to the same hours of work, only the one resulting in the greatest payment to the employee involved shall be applied.

## ARTICLE VII

### Meal Allowance

The intent of this Article is to effect procedures whereby employees will be supplied with meals at reasonable intervals in circumstances requiring unusual hours of work. Payments are provided herein to offset the cost of meals purchased and are not intended to constitute supplemental or bonus compensation.

A. After ten (10) consecutive hours of work, an employee will be entitled to a meal expense allowance of \$2.00, and after each elapsed consecutive five (5) hours of work, subsequent to the first ten (10), he will be entitled to a meal expense allowance of \$1.50. In special cases of employees who do not have regular daily hours of work or whose regular daily hours of work are in excess of eight (8), the first meal expense allowance eligibility will occur after twelve (12) consecutive hours of work and with others subsequently at five-hour working intervals.

B. An employee who, for emergency or other reasons, is required to report to work without advance notice of at least two (2) hours before the required reporting time, will be entitled after five (5) consecutive hours of work to a meal expense allowance of \$2.00, and after each elapsed consecutive five (5) hours of work, subsequent to the first five (5), he will be entitled to a meal expense allowance of \$1.50.

C. The Employer may at his option actually purchase or provide meals for employees entitled to meals under the above conditions, in which event the payments set forth in Paragraphs A and B will not be made.

D. The supervisor of an eligible employee will determine if, when, and where the above-mentioned meals are to be eaten, and the time to be spent in their consumption. Time spent eating such meals, except regular non-compensable mealtime during regularly scheduled hours of work, will be considered as working time if the employee is required to return to the job.

E. The above provisions shall not apply to an employee living on the Employer's property adjacent to his work location.

**F.** Occurrence of the on-the-job non-compensable meal periods during continuous hours of work will not be considered to interrupt the "consecutive" nature of the working hours for purposes of application of this Article. However, such time will not be included in the calculation of consecutive hours which qualify for meal expense allowance.

## **ARTICLE VIII**

### **Wage Rates and Classifications**

**A.** Classifications included in this Agreement and the wage rates applicable thereto are contained in Appendix A attached hereto.

**B.** If an employee is required to report for work as scheduled and then shall not be required to work, or shall be required to work less than four (4) hours, he shall receive pay at his regular rate for not less than four (4) hours. If four (4) hours or more but not in excess of eight (8) hours are worked, he shall be compensated at his regular rate for eight (8) hours.

**C.** If work of a higher paid classification or classifications is temporarily required of any employee, he shall receive the wage of such classification or classifications for as long as he occupies them, with a minimum of four (4) hours' pay in the highest classification if he works less than four (4) hours in such classification during a regular eight (8) hour shift, and with a minimum of eight (8) hours' pay in the highest classification if he works more than four (4) hours but less than eight (8) hours in such classification during a regular eight (8) hour shift. If the time worked in the higher classification or classifications during any eight (8) hour period is not consecutive, the time of work performed therein shall nevertheless be treated as though it were in direct sequence in determining the wages to be paid.

**D.** If an employee is temporarily shifted to any classification paying a smaller wage than his regularly assigned classification, no reduction in wages shall be made for the first three (3) working days. This provision shall not be interpreted to conflict with the application of more than one classification to employees, the character of whose duties

requires more than one hourly rate, nor in the case of a demotion of an employee who has been temporarily advanced to a higher classification.

**E.** During temporary shutdowns for cleanout and repairs to refinery operating units and during temporary shutdowns of operations in any Division to repair equipment, not exceeding fourteen (14) days, employees who are regularly assigned to the operation of the unit or units or equipment shut down shall receive at least the rate of pay of their regular classifications for time worked during the period of the shutdown regardless of the work assigned.

**F.** Employees shall perform any duties to which they may be assigned. All work peculiar to any classification shall be done by men regularly assigned to that classification except in emergency; however, adherence to customary oil industry practices will be permitted. No arbitrary changes in present classifications will be made with the purpose or result of reducing the pay of any classification.

**G.** If during the term of this Agreement a significant change in job content has been effected by the Employer to the extent that a wage rate is considered to have become inappropriate and has not been adjusted by the Employer to the satisfaction of the Union, the Union may request in writing a study and analysis of the job involved. The Employer will study the job within sixty (60) days from the receipt of the request and discuss with the Workmen's Committee the wage rate which the Employer considers most appropriate. Any wage rate agreed upon by the parties in these negotiations shall be made effective not later than expiration of the sixty (60) day period hereinabove provided. Any dispute arising with regard to the wage rate of such job shall be the subject of negotiations between the parties and shall not be subject to the grievance procedure. In the event the Employer creates a new job classification and wage rate to cover a new job the rate established will become effective immediately. The Workmen's Committee shall be called in and the organization and content of the job explained. Should a change in the wage rate result from discussion between the parties it will be made effective on the date on which the new classification was established, provided agreement is reached within ninety (90) days after the Workmen's Committee is notified of establishment of the classification. Otherwise, the wage rate will be made effective ninety (90) days prior to the date on which

agreement is reached upon it. The rate applicable to such classification shall be the subject of negotiations and shall not be subject to the grievance procedure.

**H.** An employee who is assigned to break in on a higher level job with another employee (as an "extra" employee) shall be continued at the rate of the classification from which he is being transferred until he assumes sole responsibility for the new assignment.

## **ARTICLE IX**

### **Rotation of Schedules of Hours and Days**

**A.** In order that equitable working conditions may obtain, all employees in assignments requiring direct reliefs and which are carried on for two (2) or more shifts per day, five (5) or more days per week, are to rotate shifts at least once each month, except for those in certain key jobs of which the Employer will prepare definite lists. If a majority of employees in an assignment which is carried on for only two (2) shifts per day request it, the Employer may, at his option, establish fixed shifts for the employee group involved. Periods of rotation of days off may be determined by majority vote of employees affected, subject to approval by the Employer. Changes shall be made only at reasonable intervals.

**B.** Employees shall have the privilege of exchanging shifts by individual arrangement, provided:

1. Consent of supervisor or foreman is first obtained;
2. The change can be accomplished without additional cost or penalty to the Employer.

## **ARTICLE X**

### **Night Shift Wage Differential**

A night shift wage differential will be paid on a clock hours basis in the amount of eight (8) cents per hour for the hours actually worked between 4 p.m. and 12 midnight and in the amount of sixteen (16) cents per hour for the hours actually worked between 12 midnight and 8 a.m., only, subject to the following:

1. Night shift wage differentials shall not be paid for any overtime hours worked in direct sequence with regularly scheduled daylight work (defined as any regular shift scheduled to begin and end on or between 6 a.m. and 6 p.m.), except for direct shift relief work. This will apply to rotating shift and non-rotating daylight and shift employees.
2. Night shift wage differentials shall not be paid for any periods of work which begin and end on or between 6 a.m. and 6 p.m.
3. Night shift wage differentials shall not be paid for clock hours between 6 and 8 a.m. in cases where employees begin work at 6 a.m. or later, or for clock hours between 4 and 6 p.m. in cases where employees complete their work at 6 p.m. or earlier.
4. For worked hours for which the overtime or holiday premiums are paid, the same premium factor is to be applied to night shift differentials as is applied to the regular wage rate.
5. The night shift wage differential shall not be included in the calculation of payments to an employee under any of the benefit policies of the Employer.

## **ARTICLE XI**

### **Transportation and Travel Time**

**A.** In cases where an employee reports to his regular place of employment as instructed and then is instructed to report to any other place for work, transportation shall be supplied by the Employer or compensated for at the Employer's Class I rates for use of personally owned cars.

**B.** In cases where an employee is transferred from one district, as defined by Employer, to another, by reason of the operation of his seniority rights, and for that reason only, he shall be compensated as shown below:

1. Automobile allowance covering the established mileage one way between the two district headquarters, at the Employer's Class I rates for use of personally owned cars.
2. Working days lost while traveling.
3. The reasonable cost of meals while traveling.

All other cases, except moves made at employee's request, shall be deemed to be transfers made at the Employer's request.

C. If, at the Employer's request, an employee is permanently transferred from one district, as defined by the Employer, to another, he shall be allowed a reasonable amount for transportation for himself, family, and household goods, and will be paid for working days lost, and in the event of traveling on regular days off, be compensated for same.

D. If an employee is moved from one district to another at the Employer's request for the purpose of training other employees, the Employer shall pay:

1. Transportation allowance as set forth in Paragraph B hereof, except that the automobile allowance shall be for mileage each way, when travelled, between the two district headquarters.
2. Furnish room and board or pay a reasonable amount for same.

E. Mileage allowances will be paid to employees of the Producing, Natural Gasoline, and Pipe Line Divisions, only, in accordance with the following plan:

1. A payment of five and one-half ( $5\frac{1}{2}$ ) cents per mile will be made to the driver of each personally owned car used in traveling between his work, or reporting place, and a designated center in the nearest habitable location of available housing, when said points are beyond a ten (10) mile radius of each other. Similarly, a payment of two and one-half ( $2\frac{1}{2}$ ) cents per mile will be made to the driver for each additional passenger in such car, but the allowance for each passenger shall not exceed fifty (50) cents per day. For purposes of this calculation in a case where an employee obtains housing in a location closer to his work or reporting place than any point within the ten (10) mile radius of the designated center in the nearest established habitable location of available housing and beyond twenty (20) miles from such designated center, daily mileage shall be calculated from his residence. Mileage allowance will be paid only for mileage in excess of twenty (20) miles per day.

2. Operating employees who are required to relieve other employees regularly at two or more widely separated locations to the extent that it is impossible for them to ride with and/or carry any other employees between home and work at any time will be entitled to the same provisions as those outlined under Point 1, except that the mileage payment to the driver will be seven and one-half (7½) cents per mile beyond the ten (10) mile radius mentioned, and no other payment will be applicable.
3. No mileage allowance will be made in the following instances:
  - a. When the work or reporting place is within a ten (10) mile radius of one of the designated locations.
  - b. When the employee is living within ten (10) miles of the work or reporting place.
  - c. When there is available housing within ten (10) miles of the work or reporting place, provided the work is of a continuing nature.
  - d. When equipment furnished by the Employer is used for the transportation.
4. The present designated central locations are in Bakersfield, Carpinteria, Goleta, Long Beach, Newhall, Ojai, Orcutt, Santa Paula, Taft and Ventura. Additional locations will be designated when conditions of continued employment and of available housing justify.

## **ARTICLE XII**

### **Holidays**

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day, only, shall be considered as holidays for purposes of this Article and compensated as follows:

A. Each employee with six (6) months or more of active service and who works on his regularly scheduled workday immediately prior to or immediately subsequent to a specified holiday and is excused from work on the holiday will be entitled to eight (8) hours' pay at the regular straight time rate as holiday consideration, whether said holiday occurs on a scheduled workday or day off. If such employee is required to work on any part of a

holiday, the payment for a non-worked holiday shall not be applicable but he shall be paid a day's normal pay of eight (8) hours at the regular straight time rate, plus one and one-half (1½) times the regular straight time rate for all hours worked. In any case where his work on the holiday does not entitle such employee to the equivalent of at least twelve (12) hours' pay at the regular straight time rate, then his compensation for the day shall be increased sufficiently to give him this amount. In the event one of the specified holidays for which an employee is qualified for pay under this paragraph occurs while the employee is on vacation and the employee works his regularly scheduled workday immediately prior to or immediately subsequent to the vacation, such employee shall be entitled to an additional eight (8) hours' pay at the regular straight time rate or an additional day off with pay, at the Employer's option.

**B.** Each employee with less than six (6) months of active service will be ineligible for any payment for a specified holiday not worked, but shall be paid the regular straight time rate for each hour worked to a maximum of eight (8), plus one and one-half (1½) times the regular straight time rate for each hour worked, only, except where minima are established under Article VI-A-5 and Article VIII-B.

**C.** In case any of the above specified holidays falls on Sunday, the next Monday will be recognized as the holiday and no holiday payment shall be made for Sunday. In case any of the above specified holidays falls on Saturday, the previous Friday shall be recognized as the holiday and no holiday payment shall be made for Saturday.

**D.** Holiday observance is on a calendar day basis (midnight to midnight) and the payments established in this Article will be applied only for work on the calendar day of a specified holiday, regardless of elapsed hours of work into or out of the holiday.

### **ARTICLE XIII**

#### **Vacations (Effective January 1, 1965)**

**A.** After completing one (1) year of accumulated service, employees actively engaged in the service of the Employer shall be entitled to two (2) weeks' vacation each year. Within the first year of em-

ployment, the employee's anniversary service date shall be adjusted for absences which do not cause a break in his service record. The date thus established shall be the adjusted accumulated service date for vacation purposes henceforward. After five (5) years of continuous service, employees actively engaged in the service of the Employer shall be entitled to three (3) weeks' vacation each year. After ten (10) years of continuous service, employees actively engaged in the service of the Employer shall be entitled to four (4) weeks' vacation each year. After twenty (20) years of continuous service, employees actively engaged in the service of the Employer shall be entitled to five (5) weeks' vacation each year.

Accumulated service shall mean service as an employee while in receipt of compensation, sick leave pay allowance, and vacation pay allowance from the Employer, compensation for absences resulting from industrial accidents covered by compensation insurance, and while attending conferences with the Employer. Accumulated service shall not include service prior to a layoff in excess of one hundred eighty (180) calendar days, resignation or discharge. It shall not include time laid off nor any other absences.

Vacation pay for the first vacation shall be based on the average full time weekly pay, exclusive of overtime and premium pay, during the three (3) months prior to the adjusted accumulated service date. Vacation pay for the second and subsequent vacations shall be based on the average full time weekly pay, exclusive of overtime and premium pay, during the last three (3) months the employee was actively engaged prior to commencement of the vacation. In the event that a general wage adjustment occurs prior to an employee's vacation and subsequent to the first day of the three-month period which is used to calculate his average wage rate for vacation payment purposes, the rates effected by the general adjustment will be used for the classifications worked during this qualifying period in determining such average.

Any employee laid off through reduction of force, or for any other reason beyond his control, or re-employed within one hundred eighty (180) calendar days, shall be considered a regular employee as regards vacation rights, but (a) if within the first year of eligibility for vacation, shall have his service date adjusted as provided above, and

(b) if in the second or subsequent years, shall forfeit one-twelfth (1/12th) of his vacation pay for each month lost during the year and fractions of a month shall be prorated. Similarly, deduction of vacation pay shall be made on account of any absence except (a) sick leave to the extent that the matter is governed by sick leave pay allowance as provided in Article XIV, (b) vacation, (c) absence due to industrial disability covered by compensation insurance, or (d) attendance at conferences with the Employer.

It is understood and agreed, however, that in the event of absence exceeding one (1) year, due to industrial disability covered by compensation insurance, no vacation pay shall be allowed with respect to the period thereafter, prior to the employee's permanent return to work.

Should the services of any employee who has accumulated one (1) or more years of service be terminated, he shall, irrespective of the time of such termination, be paid on the basis above provided for each full and/or partial vacation earned but not enjoyed. Partial vacation pay shall be computed on the basis of one-twelfth (1/12th) of the employee's full vacation pay for the year within which his employment is terminated, for each month of active employment, with deductions made as provided above.

**B.** The time for each vacation will be designated by the Employer. In the assignment of vacation time, the Employer will, as far as is feasible, comply with the requests of employees, giving preference to the requests of senior men and men with children of school age. Employees will be invited to express their preference with regard to desired vacation dates. Vacation schedules will be posted as soon as possible.

## **ARTICLE XIV**

### **Sick Leave**

All employees shall receive sick leave pay allowance for time lost on any regularly scheduled work-day because of sickness or injury, subject to the following provisions:

**A.** Upon the completion of one (1) year of accumulated service, employees will be allowed during the remainder of that calendar year the proportion of one (1) week at full pay and two (2) weeks at half pay which the remaining full months of that calendar year bear to the full year.

**B.** Employees who, on or by January 1 of any year, have completed one (1) year of accumulated service with the Employer will be allowed during that calendar year one (1) week at full pay and two (2) weeks at half pay, provided that payment shall be made only for those scheduled days which the employee would have worked had the disability not occurred.

**C.** Employees qualified in accordance with Paragraph B above and who, on or by January 1 of any year subsequent to such qualification, have completed one (1) or more additional years of service with the Employer, will be entitled to sick leave during each calendar year depending on the amount of additional service, as follows, provided that payment shall be made only for those scheduled days which the employee would have worked had the disability not occurred.

<u>Years of Service on January 1</u>	<u>Weeks of Full Time Sick Pay</u>	<u>Weeks of Half Time Sick Pay</u>
2	2	5
3	3	8
4	4	11
5	5	14
6	6	17
7	7	20
8	8	23
9	9	26
10	10	29
11	11	32
12	12	35
13	13	39

**D.** The maximum sick leave pay allowance for any one disability, or during any one calendar year, shall not be greater than that provided for in Paragraph A, B and C above, and in no event greater than thirteen (13) weeks at full pay and thirty-nine (39) weeks at half pay; provided, however, that in a case of disability extending from one calendar year into the next, sick leave payments which are made in the second calendar year shall not be deducted from the total amount of sick leave pay allowance for which the employee involved qualifies during the second calendar year in the event of another disability.

**E.** An employee shall not be entitled to sick leave pay allowance when sickness or injury is due to employee's wilful intention to injure himself

or another, venereal diseases, intoxication, the use of drugs, or arises out of work for another employer.

**F.** The sum of sick leave pay allowance provided by this policy and Workmen's Compensation as a result of industrial disability, or Unemployment Compensation Disability payments, or similar payments made under any group insurance plan, shall not for any period exceed normal basic weekly pay. In the event that an employee's absence due to physical incapacity extends beyond the sick leave pay allowance period, he shall receive only Workmen's Compensation or other disability weekly indemnity, if applicable, for the excess period.

**G.** The employee may be required to support his claim for sick leave pay allowance with proper medical evidence. The Employer reserves the right, as a condition of continued payments hereunder, to have an examination made and the treatment checked by a physician of its own selection, to be paid for by Employer.

**H.** Sick leave pay allowances granted under this plan cease upon the termination of employment for any reason, including death or retirement.

## **ARTICLE XV**

### **Leaves of Absence**

**A.** After completion of one (1) year of continuous service an employee may, at the discretion of the Employer, be granted a leave of absence without pay for a reasonable period of time on proper application to the Employer, without losing seniority, provided he does not engage in any occupation for pay except work for the Union. An employee who has been granted a leave of absence, in accordance with this paragraph, shall be required to advise the Employer of each change of address during said leave at the time it occurs.

**B.** If any employee desires a leave of absence in order to engage in any work pertaining to the business of the Union, such leave will be granted by the Local Management for a period not to exceed one (1) year. One additional leave of absence for this purpose will be granted upon request, provided such extension shall not exceed one (1) year. An employee's total period of leaves for such purposes

shall not exceed two (2) years. Such employee shall be entitled to resume his employment with the Employer, if physically fit to do so, and to be restored to his seniority status, and so far as possible, to the position he would have held if he had not been on leave of absence. There shall not be more than three (3) employees absent on such leave at any one time.

## **ARTICLE XVI**

### **Benefits**

This Agreement shall in no wise affect the status of employees on whose behalf it is made, with respect to benefits derived or to be derived by employees as a whole from membership in any group insurance, stock purchasing plans or pension funds.

## **ARTICLE XVII**

### **Maintenance of Crews**

On any work where there are two or more men required, the Employer will, as soon as possible, assign a man to fill the position of any employee absent, and a full crew will be maintained for the required work.

## **ARTICLE XVIII**

### **Unfavorable Reports on Employees**

**A.** In the event that an unfavorable report is entered against the record of any employee a copy of such report shall be given to the employee at the time of recording and an acknowledgment thereof shall be executed by the employee. The execution of an acknowledgment is not necessarily to be considered as admitting the unfavorable report to be correct; however, unless a grievance is filed in accordance with the grievance procedure, the accuracy of an unfavorable report is to be considered as being agreed to by the employee. If no additional report has been issued during the intervening period, each report will be removed three (3) years after its issuance.

**B.** In the event no report is given to the employee within thirty (30) days after the occurrence of an unfavorable act, such act shall not be held against the employee in subsequent dealings.

## ARTICLE XIX

### Safety

A. Inspection of all equipment throughout any plant or place of employment shall be made by the Superintendent or other qualified person designated by the Employer from time to time, especially on pressure stills, in refineries, in gas plants, in and around drilling equipment and other places where explosions, fires, or industrial accidents are likely to result in loss of life or injury to employees.

B. An inspection of any equipment may be secured upon the recommendation of the workmen employed on such equipment. The local Workmen's Committee or any employee may make written suggestions to the Superintendent or his representatives as to the elimination of hazards in order to prevent accidents. An answer will be given to all such suggestions as soon as the necessary information is developed.

C. Where an employee is exposed to acids or caustics or other chemicals, injurious to person and clothing, the Employer will furnish protective wearing apparel (including goggles in appropriate cases) to those working on the job, or will compensate such employees for damage to clothing caused through failure to provide such protection.

D. Employees working with lamp black, or patented oil base mud (not mixtures of crude oil and mud), to the extent that it could be removed from their bodies and clothes only with extraordinary effort, shall be allowed one (1) dollar on or for the day of such use.

E. Notwithstanding any other provision of this Agreement, an employee shall not be discharged or disciplined for refusing to perform work in the performance of which Employer or State safety rules or orders would be violated, where such violation would create a real and apparent hazard to the employee involved or to his fellow employees.

## ARTICLE XX

### Accidents

An employee shall not be discharged if physically and mentally capable of continuing his duties on account of any accident, unless the accident was

caused by his negligence, carelessness, malicious intent or violation of published Company orders, or in instances where accidents to a given employee are of frequent occurrence. Ignorance of Company Safety Orders is not an excuse for their violation.

## **ARTICLE XXI**

### **Complaints and Grievances**

A. A "grievance" shall mean a complaint or dispute arising out of an alleged violation of the application of any of the terms and conditions of this Agreement to any individual employee or group of employees. It does not include complaints or disputes over the subjects of general wages, general hours of work and general working conditions, which are reserved for negotiation.

Any employee, group of employees or the Workmen's Committee shall have the right to present a grievance to the Employer. To facilitate the processing of grievances, Stewards may be chosen from among regular employees in a total number not to exceed in each geographical district, as identified by the Employer, the larger of three (3) in each department of each division or one (1) in each unit of a department, plus one (1) for each division's combined Roustabout and Laborer groups, and one (1) for the Janitor group in the Refining Division. In making this determination, the organization segment identification in Article IV, Paragraph D shall be followed.

Stewards will be concerned only with the steps in the grievance procedure outlined in Paragraphs B and C of this Article. In subsequent steps, the Union shall designate a representative to participate with or on behalf of the employee.

Stewards' activities hereunder are not to interfere unreasonably with the performance of their individual job assignments, and under no circumstances are Stewards to absent themselves from their jobs in the performance of Stewards' duties without the express permission of their Foreman. A current list of Stewards will be provided the Employer by the Union.

It is agreed that no consideration shall be given to and no adjustment shall be made of a grievance unless it has been presented to the Foreman within twenty (20) days after its occurrence has been established by due diligence, and, further, no griev-

ance arising from the discharge of an employee shall be given consideration and no adjustment shall be made unless it is presented to the Superintendent or other official in charge by the employee or his representative within seven (7) days after the discharge.

**B. First Step:** In all cases of grievance, an effort must be made by the employee or employees filing the grievance (hereinafter referred to as the "Grievant") to settle the matter with the immediate Foreman involved. In presenting the matter to the Foreman, the Grievant may be accompanied by a Steward or a member of the Workmen's Committee, preferably an individual representing the department unit in which he is employed.

**C. Second Step:** If the Grievant fails to obtain satisfaction from the Foreman within five (5) days after presentation of the grievance, he may, within an additional five (5) day period, present his grievance to the Workmen's Committee. The Workmen's Committee shall investigate the grievance, and if in the Committee's opinion there has been a violation of the Agreement, the matter shall be reduced to writing in formal form, signed by the Grievant and submitted to the Superintendent or other official in charge within seventeen (17) days after its original presentation to the Foreman. Within seven (7) days after such submission, the Superintendent or other official in charge shall confer with the Workmen's Committee concerning the Grievance. Within seven (7) days after said conference, the Superintendent or other official in charge shall communicate to the Workmen's Committee and to the employee concerned his written decision in the matter.

**D. Third Step:** If the Workmen's Committee or the Grievant is not satisfied with the decision of the Superintendent or other official in charge, then a Representative of the Local Union shall have the right within seven (7) days after the decision has been made to request in writing joint consideration thereof by the Local Union and the Local Management of the Employer. The Local Management shall meet with a Representative of the Local Union within seven (7) days after the receipt of request for such meeting and shall give a written decision on all matters submitted to him within ten (10) days after the meeting with the Local Union. The Representative of the Union shall be accompanied at such meeting by a member or members of the Workmen's Committee.

**E. Fourth Step:** If the Grievant or the Union is not satisfied with the decision of the Local Management of the Employer, the Union shall have the right within fifteen (15) days after the decision to request joint consideration of the grievance by the Chief Executive of the Union, or someone designated by him, and the Chief Executive of the Employer, or someone designated by him, and they shall confer within fifteen (15) days after the request has been made for the purpose of discussing the grievance, and an effort shall be made to arrive at a fair and just decision thereof.

**F. Arbitration:** If the grievance or dispute is not settled as a result of the foregoing, then the Union shall have the right to request arbitration thereof within fifteen (15) days of receipt of the Employer's answer under the Fourth Step of the grievance procedure. If the Union Representative does not receive an answer in a reasonable period of time, he may request it in writing and the Employer Representative will be required to submit an answer within fifteen (15) days of receipt of such a request. The Chief Executive of the Employer, or his nominee, may act as or may designate one arbitrator. The Chief Executive of the Union, or his nominee, may act as or may designate one arbitrator. In the event the two arbitrators selected cannot agree on settlement of the complaint, they shall select a third person to act with them. If they are unable to agree on a third person within thirty (30) days from the day arbitration is requested, the third person will be chosen through the procedure of the American Arbitration Association. The decision of any two shall be final and binding on all persons concerned. The decision shall be in writing and only on the issues submitted, and on the remedies, or any part thereof, outlined in the "submission agreement". Under no circumstances may an arbitration decision in any manner nullify, amend, modify, extend, reduce or otherwise change any of the terms or conditions of this Agreement or any amendments hereto, or establish or change wage rates or classifications. The expense and compensation of any witnesses called by each of the parties shall be borne by the respective parties. The expense and compensation, if any, of the third member of the board of arbitration shall be divided equally between the Employer and the Union.

**G. The Workmen's Committees** shall consist of one Committee for each division in each district, as defined by the Employer, except that there shall

be Workmen's Committees established separately in the San Joaquin Valley and in the Cuyama Valley for the Producing and Natural Gasoline Divisions. Each Workmen's Committee shall consist of one representative from each department in a division, if possible, but in no case is a Committee to have less than two (2) members or to exceed seven (7) members. These members are to be chosen from among regular employees by employees who are members of the Union. Should operations not be sufficiently extensive in any individual operating unit or division to justify a separate Workmen's Committee or Steward, then by mutual agreement between the Employer and the Union such unit or division may be represented by the Workmen's Committee or Steward for another unit or division.

**H.** Regular meetings between the elected members of the Workmen's Committee and the Superintendent or other representatives of the Employer may be held monthly and oftener if occasion requires. The Employer will cooperate with the Committee in setting day, time and place of meetings that are mutually convenient to the Employer and Committee. The Workmen's Committee shall have the right at such meetings to submit for discussion any matter that may be of mutual interest to the parties hereto.

## **ARTICLE XXII**

### **Discharges**

The Employer may discharge an employee at any time for cause. If a discharged employee who has acquired seniority alleges that his discharge has not been for just cause, a grievance may be filed in writing under Article XXI (Complaints and Grievances). It must be signed by the discharged employee. It will be considered that initiation of a discharge grievance is at the Second Step of the grievance procedure upon its submission to the Superintendent or other official in charge and within the seven (7) day period provided for a grievance arising from a discharge.

## **ARTICLE XXIII**

### **Nondiscrimination**

There shall be no discrimination of any kind against any member of the Union by foremen, superintendents, or any other person in the employ of the Employer.

## **ARTICLE XXIV**

### **Conference with Employees**

Employees shall be paid their regular rate in the event they are called in conference by an Employer representative at any time other than their regular working hours. Members of the Workmen's Committee attending regular meetings provided for in Article XXI, Paragraph H, during their regular scheduled hours of work, shall be paid their regular rate for such scheduled hours, only, during which they are attending these meetings.

## **ARTICLE XXV**

### **Bulletin Boards**

The Employer will cause bulletin boards to be provided at convenient locations where they may be seen by employees entering and leaving their places of employment. These boards may be used exclusively by the Union for means of indicating the times and places of meetings and other regular functions of the Local Union having to do with the employees, and for posting such other notices concerning employees as may be approved by the Local Management. No political notices of any kind may be posted on the bulletin boards.

## **ARTICLE XXVI**

### **Contract Work**

A. It is agreed that any work now being regularly done by employees of the Employer for which there are available former employees laid off not more than one hundred eighty (180) days (but not including discharged employees), and for the performance of which the Employer has on hand all necessary equipment, shall not be contracted out, except in case of emergency; provided, however, that in no event shall the foregoing be applied to new construction of any character or to the drilling of wells; and provided, further, that the Employer may contract for temporary extra labor provided same shall not be done at a time when regular employees are being laid off. It is agreed that wages at least equal to the prevailing rates in the area for the same classification of work shall be paid by the Contractor for work which otherwise would be performed by regular employees of the Employer, and overtime at the rate of one and one-

half (1½) times the regular rate for such work shall be paid for all time worked for the Employer in excess of forty (40) hours per week.

B. When contract work is necessary, the Employer will use its best efforts with the Contractor to secure employment on the contract work for former employees laid off not more than one hundred eighty (180) days (but not including discharged employees) of the Employer who are qualified and who may be available for such work.

## **ARTICLE XXVII**

### **Membership Maintenance and Union Dues**

A. All employees who, thirty-one (31) days after the posting of notices as hereinafter provided, or thirty-one (31) days after initial employment, whichever date is later, are members of the Union in good standing, and all employees who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract, provided that any employee who is a member of the Union in good standing upon the first or subsequent anniversary dates of this Agreement shall have the right for a period of fifteen (15) days after such anniversary date or dates in which to formally resign from the Union, and upon such resignation the said condition shall cease to apply.

The Union agrees that neither it nor any of its officers or members shall intimidate or coerce employees into membership in the Union. If any dispute arises as to whether there has been any violation of this pledge (or whether an employee affected by this clause has resigned or withdrawn from the Union), the dispute shall be submitted directly to arbitration for determination.

For the purpose of this Agreement, a member of the Union who has paid his initiation fee and who is not in arrears with respect to payment of his dues shall be deemed to be a member of the Union in good standing.

For the purpose of this Agreement, a member of the Union may formally resign from the Union, to become effective as provided above, by serving a written notice upon the Union of his election to resign by registered mail or by personal service upon the Secretary of the Local Union of which he is a member.

## Posting of Notices

Promptly upon the execution of this Agreement and for a period of thirty-one (31) consecutive days, there shall be posted upon all bulletin boards a verbatim copy of this clause. A copy of this clause shall also be posted upon the first and subsequent anniversary dates of this Agreement and shall remain posted for a period of fifteen (15) consecutive days thereafter. August 1, 1965 shall be deemed to be the first anniversary date.

**B.** The Employer shall cooperate with the Union by collecting Union dues through payroll deductions from any employee in the bargaining unit who voluntarily authorizes and directs the Employer to do so. These deductions shall be made from the employee's pay for the pay period during which the fifth of the month falls and remitted to the Union within three (3) weeks thereafter. The authorization and direction shall be written in the form set forth below, and shall remain in effect in accordance with its terms:

Date.....

Richfield Oil Corporation  
555 South Flower Street  
Los Angeles 17, California

I hereby authorize you to deduct from my wages the initiation fee and the amount of the regular monthly Union dues as reported to you by the Secretary of Local Number..... of the Oil, Chemical and Atomic Workers International Union, AFL-CIO, and remit said sum to that Local as my membership dues.

This assignment is voluntary and I understand that I may revoke it at any time in writing.

This authorization shall terminate automatically if and when the Articles of Agreement terminate or cease to have application to my employment.

Signed .....

Address .....

## **ARTICLE XXVIII**

### **No Cessation of Work**

**A.** It is agreed that there shall be no cessation of work through strikes or lockouts during the period of this Agreement, or during the negotiation of any extension thereof.

**B.** In the event of a labor dispute indirectly involving the employees covered hereby, representatives of the Employer and of the Union shall immediately meet in joint conference to discuss ways and means for dealing with the situation thus created.

## **ARTICLE XXIX**

### **Union Representatives Entering Upon Premises of Employer**

Upon receiving permission of the Local Management, accredited representatives of the Union shall be granted the privilege of entering upon the premises of the Employer at any time during the regular daylight working hours for the purpose of assisting in the settlement of grievances or disputes that may arise.

## **ARTICLE XXX**

### **Prior Agreement**

This Agreement shall, as of the commencement date hereof, cancel and supersede all prior "Articles of Agreement" between the Employer and the Union concerning employees described herein. It will not have any effect on letters which have been submitted by the Employer to the Union to verify verbal understandings, except in cases where subsequently negotiated provisions of the Agreement or new letters of understanding conflict with provisions of such letters, in which event the letters shall be considered to be of no further significance.

## **ARTICLE XXXI**

### **Separability**

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

Signed at Los Angeles, California, this 14th day of August, 1964.

**RICHFIELD OIL CORPORATION**

**T. F. SULLIVAN**

Manager — Personnel Department

**OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**D. D. BRYMER**

International Representative

**JIM WALKER**

Local 1-128 Representative

**F. P. McREYNOLDS**

Committeeman

**CHARLES F. RAY**

Committeeman

**LEE R. ARNOLD**

Committeeman

**GEORGE S. McCALL, SR.**

Committeeman

**J. H. KINCHELOE**

Committeeman

**FRANK POLLITT**

Committeeman

**W. C. LYERLA**

Committeeman

**AL ALFSEN**

Committeeman

**ROBERT J. CLOUD**

Committeeman

**R. L. WEBB**

Committeeman

**R. E. LANE**

Committeeman

**C. T. STARR**

Committeeman

**RICHARD FREELAND**

Committeeman

**RALPH R. SILLS**

Committeeman

**APPENDIX A**  
**RICHFIELD OIL CORPORATION**  
**WAGE SCHEDULE**  
**EFFECTIVE AUGUST 1, 1964**  
**HOURLY RATED EMPLOYEES**

**PRODUCING DIVISION**

CLASSIFICATION	Hourly Rate
<b>Development</b>	
Driller .....	\$4.07
Driller No. 2 .....	3.76
Core Driller .....	3.54
Derrickman .....	3.34
Drill Tool Man .....	3.28
Rotary Helper .....	3.13
Rotary Helper (A.B.) .....	3.13
<b>Production</b>	
Head Well Puller .....	3.59
Field Gauger .....	3.50
Pressure Bomb Operator .....	3.47
Field Serviceman .....	3.43
Production Equipment Man No. 1 .....	3.43
Special Lease Pumper .....	3.27
Stock Gauger .....	3.21
Chemical Serviceman .....	3.07
Production Equipment Man No. 2 .....	3.07
Valve Serviceman .....	3.07
Pumper .....	3.04
Well Puller .....	3.04
Production Equipment Helper .....	2.85
Helper — Valve Serviceman .....	2.85
<b>Construction and Maintenance</b>	
Lead Craftsman .....	3.59
Auto Body Repairman No. 1 .....	3.43
Craftsman No. 1 .....	3.43
Carpenter	
Machinist	
Painter	
Welder	

NOTE: These classifications are to cover journeymen (i.e., those who have the skill of finished workmen in the various crafts), and are effective only when the major portion of time worked is spent on work requiring such skill.

## PRODUCING DIVISION (Continued)

CLASSIFICATION	Hourly Rate
<b>Construction and Maintenance (Continued)</b>	
Engine Repairman No. 1 .....	\$3.43
Gang Pusher—Roustabout .....	3.43
Garage Mechanic No. 1 .....	3.43
General Repairman No. 1 .....	3.43
Ignition Mechanic .....	3.43
Marine Repairman No. 1 .....	3.43
Ship's Carpenter No. 1 .....	3.43
Cook .....	3.29
Boatman .....	3.22
Gang Pusher—Labor .....	3.11
Lead Utility Man .....	3.11
Auto Body Repairman No. 2 .....	3.07
Craftsman No. 2 .....	3.07
Engine Repairman No. 2 .....	3.07
Garage Mechanic No. 2 .....	3.07
General Repairman No. 2 .....	3.07
Maintenance Man .....	3.07
Pipe Machine Operator .....	3.07
Pipe Straightener Operator .....	3.07
Salvage Repairman .....	3.07
Valve Repairman .....	3.07
Lead Roustabout .....	3.00
Seaman .....	3.00
Assistant Cook .....	2.94
Utility Man .....	2.94
Deckhand .....	2.85
Helper .....	2.85
Carpenter	
Engine Repairman	
Garage Mechanic	
General Repairman	
Machinist	
Painter	
Welder	
<b>Transportation</b>	
Bulldozer Operator .....	3.27
Motor Patrol Operator .....	3.27
Special Equipment Driver (Minimum of 50,000 lbs. gross loading) .....	3.27
Heavy Skip Loader Operator .....	3.15
Tractor Driver .....	3.07
Truck Driver .....	3.07
Utility Tractor Driver .....	3.00
Lift Truck Operator .....	2.91

## PRODUCING DIVISION (Continued)

CLASSIFICATION	Hourly Rate
<b>Warehouse</b>	
Warehouseman A .....	\$3.27
Warehouseman—Special .....	3.07
Warehouseman B .....	2.97
Junior Warehouseman .....	2.85

### Miscellaneous

Roustabout A (6 months' active service) .....	2.85
Roustabout B .....	2.78
NOTE: An employee performing various duties of an unskilled or semi-skilled nature requiring a general knowledge of the use of simple tools and equipment and of common practices employed in the oil industry.	
Janitor .....	2.63
Messman .....	2.63
Vessel Clean-up Man .....	2.63
Laborer .....	2.63
Laborer (3 months or less) .....	2.56

## NATURAL GASOLINE DIVISION

### Operating

Operator A (Plants No. 8 and No. 10) .....	\$3.54
Operator A (Plant No. 9) .....	3.45
Operator B .....	3.34
Operator C .....	3.22
Engineer .....	3.15
Operator Helper .....	3.07
Valve Serviceman .....	3.07
Oiler-Shipper .....	3.04
Oiler .....	2.98

### Construction and Maintenance

Lead Craftsman .....	3.59
Craftsman No. 1 .....	3.43
Carpenter	
Cement Finisher	
Insulator	
Painter	
Pipefitter	
Welder	

NOTE: These classifications are to cover journeymen (i.e., those who have the skill of finished workmen in the various crafts), and are effective only when the major portion of time worked is spent on work requiring such skill.

## NATURAL GAS DIVISION (Continued)

CLASSIFICATION	Hourly Rate
<b>Construction and Maintenance (Continued)</b>	
Gang Pusher—Roustabout .....	\$3.43
Plant Mechanic No. 1 .....	3.43
Gang Pusher—Labor .....	3.11
Craftsman No. 2 .....	3.07
Maintenance Man—Employees performing work of the level of the second class craftsmen.....	3.07
Plant Mechanic No. 2 .....	3.07
Truck Driver .....	3.07
Lead Roustabout .....	3.00
Lift Truck Operator .....	2.91
Helper .....	2.85
Carpenter	
Cement Finisher	
Insulator	
Maintenance Man	
Painter	
Pipefitter	
Plant Mechanic	
Welder	

### Laboratory

Instrument Repairman .....	3.43
Meterman A .....	3.22
Meterman B .....	3.07
Helper—Meterman .....	2.85
Senior Tester .....	3.34
Tester A .....	3.22
Tester B .....	2.99
Tester C .....	2.87
Chart Changer .....	2.85

### Miscellaneous

Roustabout A (6 months' active service) .....	2.85
Roustabout B .....	2.78

NOTE: An employee performing various duties of an unskilled or semi-skilled nature requiring a general knowledge of the use of simple tools and equipment and of common practices employed in the oil industry.

Bottle Washer .....	2.70
Janitor .....	2.63
Laborer .....	2.63
Laborer (3 months or less) .....	2.56

## PIPE LINE DIVISION

CLASSIFICATION	Hourly Rate
Gauger .....	\$3.54

### Operating

Chief Engineer A .....	3.38
Chief Engineer B .....	3.27
Engineer .....	3.12
Junior Engineer .....	2.91
Pumper .....	2.91
Linerider .....	2.87
Gauger Trainee—Same rate as that of classification from which transferred	

### Construction and Maintenance

Craftsman No. 1 .....	3.43
Carpenter	
Machinist	
Painter	
Welder	

NOTE: These classifications are to cover journeymen (i.e., those who have the skill of finished workmen in the various crafts), and are effective only when the major portion of time worked is spent on work requiring such skill.

Engine Repairman No. 1 .....	3.43
Gang Pusher—Roustabout .....	3.43
Side Boom Operator .....	3.27
Special Equipment Driver (Minimum of 50,000 lbs. gross loading) .....	3.27
Gang Pusher—Labor .....	3.11
Craftsman No. 2 .....	3.07
Engine Repairman No. 2 .....	3.07
Maintenance Man .....	3.07
Pipe Line Wrapper .....	3.07
Pump Repairman .....	3.07
Truck Driver .....	3.07
Lead Roustabout .....	3.00
Leadman .....	2.98
Helper .....	2.85
Carpenter	
Engine Repairman	
Machinist	
Painter	
Welder	

## PIPE LINE DIVISION (Continued)

CLASSIFICATION	Hourly Rate
<b>Miscellaneous</b>	
Roustabout A (6 months' active service) .....	\$2.85
Roustabout B .....	2.78
NOTE: An employee performing various duties of an unskilled or semi-skilled nature requiring a general knowledge of the use of simple tools and equipment and of common practices employed in the oil industry.	
Laborer .....	2.63
Laborer (3 months or less) .....	2.56

## REFINING DIVISION

Laborer (3 months or less) .....	2.56
Clean-up Man .....	2.63
Janitor	
Laborer	
Swamper	
Bottle Washer .....	2.70
Package Handler B .....	2.73
Relief Operator	
Tank Car Cleaner	
Tank Cleaner	
Can Machine Operator .....	2.85
Head Bottle Washer	
Junior Warehouseman	
Mechanic Helper	
Oil Trap Operator	
Package Handler A	
Water Drawer	
Inspector C—Laboratory .....	2.87
Loader Helper	
Pumper Helper	
Sampleman	
Barrel Painter .....	2.91
Greasemaker Helper	
Lift Truck Operator	
Light Tractor Driver	
Light Truck Driver	
Warehouseman—Compound Plant	
Fireman—No. 1 B.H. ....	2.94
Operator Helper C .....	2.97
Process Pumper	
Tool Room Attendant	
Utilities Operator Helper C	
Warehouseman B	
Inspector B—Laboratory .....	2.99

## REFINING DIVISION (Continued)

CLASSIFICATION	Hourly Rate
C & M Lift Truck Operator (7½ tons minimum capacity) .....	\$3.00
Fireman—Hynes B.H.	
Gauger B	
Operator Helper B	
Truck and Car Loader	
Leadman .....	3.04
Craftsman No. 2 .....	3.07
Boilermaker	
Insulator	
Painter	
Pipefitter	
Rigger	
Welder	
Heavy Tractor Driver	
Heavy Truck Driver	
Light Crane Operator	
Lube Blender	
Maintenance Man	
Meter Repairman	
Operator Helper A	
Pipe Machine Operator No. 2	
Pump Repairman	
Pumper—Gauger	
Rough Carpenter	
Salvage Repairman	
Steam Trap Repairman	
Tank Car Repairman	
Treater Helper A	
Utilities Operator Helper A	
Utilities Operator Helper—Maintenance	
Valve Repairman	
Assistant Treater .....	3.12
Assistant Stillman .....	3.15
Heavy Skip Loader Operator	
Water Treater	
Assistant Operator .....	3.19
Gauger A	
Pumper B	
Utilities Assistant Operator	
Gang Pusher .....	3.22
Inspector A—Laboratory	
Bulldozer Operator .....	3.27
Tool Repairman	
Warehouseman A	
Fire and Safety Mechanic .....	\$3.29

## REFINING DIVISION (Continued)

CLASSIFICATION	Hourly Rate
Greasemaker	
Inspector—Mechanic	
Pumper B—No. 1 P.H.	
Pumper—Compound	
Pumper No. 2 P.H.	
Pumper—Special (Hynes and Vinvale)	
Tank Car Maintenance Leadman	
Utilities Operator—Maintenance	
Utilities Operator—Special	
1st Engineer—No. 1 B.H. ....	3.34
Operator B	
Senior Inspector—Laboratory	
Craftsman No. 1 .....	3.43
Blacksmith	
Boilermaker	
Bricklayer	
Carpenter	
Cement Finisher	
Instrument Repairman	
Insulator	
Machinist	
Painter	
Pipefitter	
Rigger	
Sheetmetal Worker	
Welder	
Mechanic—Garage	
Pipe Fabricator	
Operator A .....	3.45
Stillman	
Treater	
Crane Operator .....	3.54
Head Operator B	
Pumper A—No. 1 P.H.	
Utilities Head Operator	
Lead Craftsman .....	3.59
Head Operator A .....	3.64

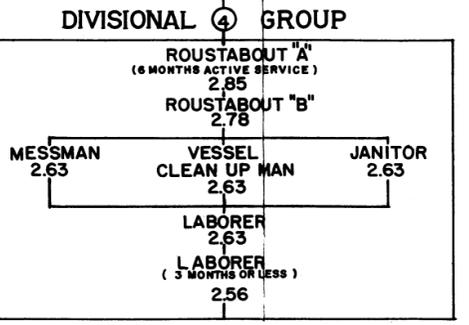
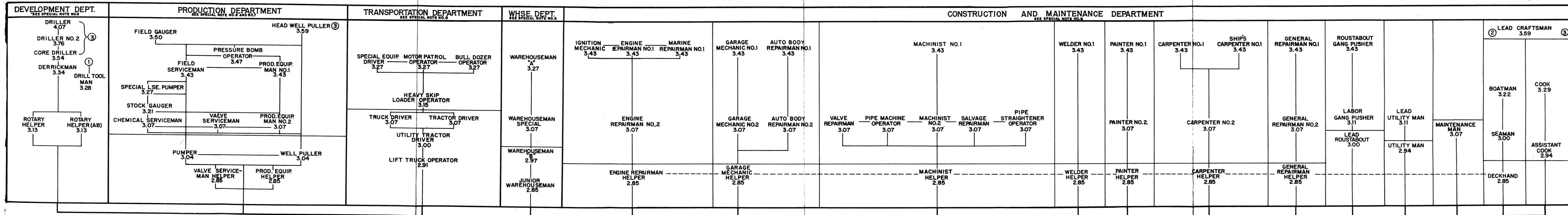
### LONG BEACH HARBOR TERMINALS DIVISION

#### Operating

Terminal Man A .....	\$3.15
Terminal Man B .....	2.94
Laborer .....	2.63
Laborer (3 months or less) .....	2.56

**PRODUCING DIVISION  
CHART OF MOVEMENTS**

APPENDIX "B"  
EXHIBIT I



**SPECIAL NOTES:**

- Special job which will be filled by employees from any classification in this department by recognizing seniority and qualification to perform the work.
- The use of this classification will depend on the extent of operations. An employee advanced into this classification will retract through the route from which he came.
- Selection of employees to fill these positions will be made in accordance with Article IV, Paragraph E-3-1.
- Immediately prior to being demoted from a department, an employee may transfer to another district as provided in Article IV, Paragraph E-4-d.
- See special provisions for promotional and demotional movements on a statewide basis in accordance with the provisions of Article IV, Paragraph E-9.
- See special provisions for promotional and demotional movements in the Northern District, Article IV, Paragraphs E-3-h and E-4-f respectively.
- Movements in the Production Department will be in accordance with the basic provisions of Article IV, Paragraphs E-3 and E-4 as follows:
  - Normal promotional movement into the department will be into the Pumper or Well Puller classifications, except when an employee in a Helper classification applies for promotion and he will be given preferential consideration before an employee from the Divisional Group is promoted.
  - Movements between Well Puller and Pumper assignments will not be made to fill regular assignments unless mutually agreeable to the employee and the Employer. An employee who fails to qualify as a Well Puller and/or Pumper may, if an assignment is available, be allowed to move across to the other classification provided the employee is capable of filling such assignment, or may be allowed to go back to the Divisional Group.
  - To advance to higher level classifications which are shown on the outside or at the top of the heavy vertical lines, an employee must have been promoted through the classification at the bottom of such line, i.e., to become a Field Serviceman an employee must have been promoted through the Pumper classification and to become a Head Well Puller an employee must be qualified as a Well Puller; however, qualifications in the base classification of the promotional unit alone do not supersede the promotional rights of other employees who are qualified in higher level classifications of the promotional unit.
  - Promotions to the Valve Serviceman and Production Equipment Man #2 may be made from either the Pumper or Well Puller classifications, applying the order of preference established in Article IV, Paragraph E-3-c to each promotional unit separately, or may be filled by horizontal movements as provided in Item "f" below. Employees in such classifications are eligible for promotion to higher level classifications, provided they are qualified in the basic classification of Well Puller or Pumper except promotions to fill the Production Equipment Man #1 position which will be made from employees qualified as Production Equipment Man #2.
  - Promotion to fill the Pressure Bomb Operator position will be made from either the Field Serviceman or the Production Equipment Man #1 classifications, applying the order of preference established in Article IV, Paragraph E-3-c to each promotional unit separately.
- Movements between classifications which are on the same level and connected with horizontal lines will, when requested, be given consideration when a vacancy or opening occurs provided the employee is qualified in the basic classification; however, such moves will not be made unless the employee requesting the move has the seniority and qualifications entitling him to the job.
- Demotions will be effected as provided in Paragraph E-4 and an employee who is demoted shall displace an employee in a lower level classification with equal or less Department Seniority, which may not necessarily be the next lower classification in the promotional unit, i.e., a Field Serviceman could displace a Valve Serviceman or Production Equipment Man #2 if he has greater Department Seniority.

**GENERAL NOTES:**

A dotted line indicates the movement, within a district, of an employee to retain a job in the department in his district, as provided in Article IV, Paragraph E-4-c.

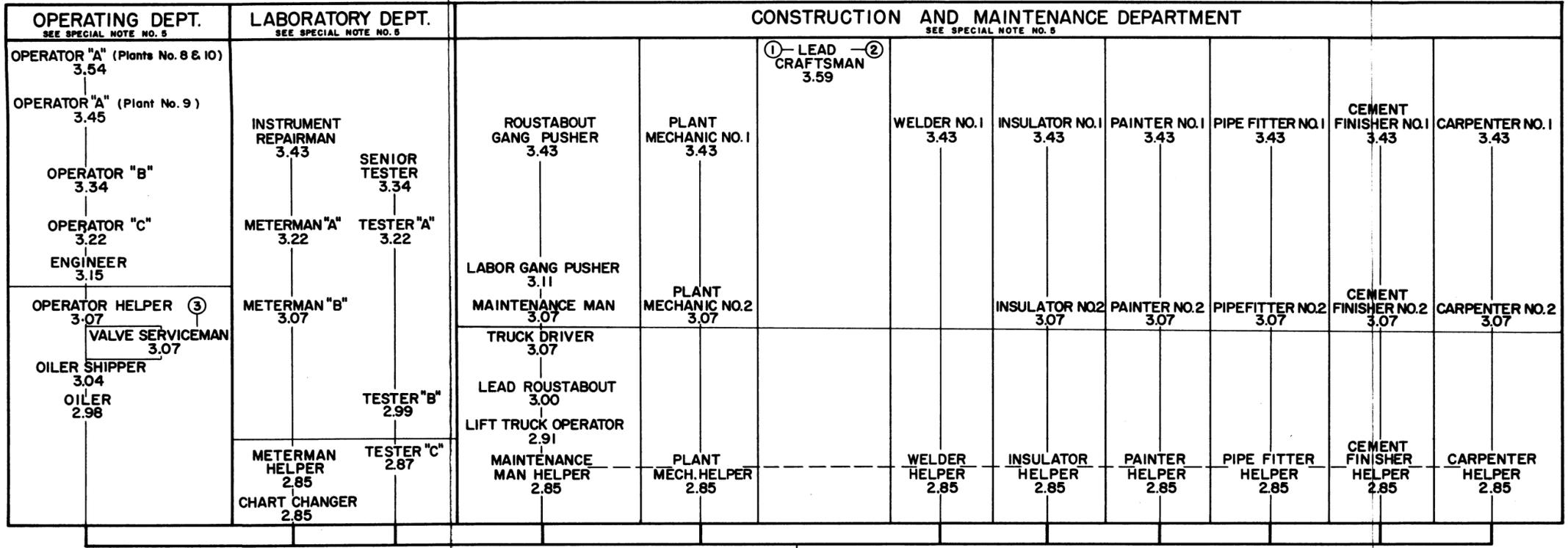
Movements between classifications which are tied together horizontally with a solid line will be given consideration when a vacancy or opening occurs.

Being qualified in one classification which is tied together horizontally with other classifications does not qualify an employee in the other classification. Qualifications in each classification must be established in accordance with Article IV, Paragraph C-2.

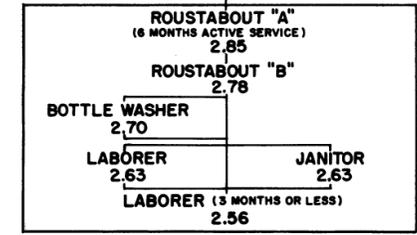
The position of split classification assignments will be established on separate charts for each district, as provided in Article IV, Paragraph E-5-a-1.

NATURAL GASOLINE DIVISION  
CHART OF MOVEMENTS

APPENDIX "B"  
EXHIBIT II



DIVISIONAL ④ GROUP

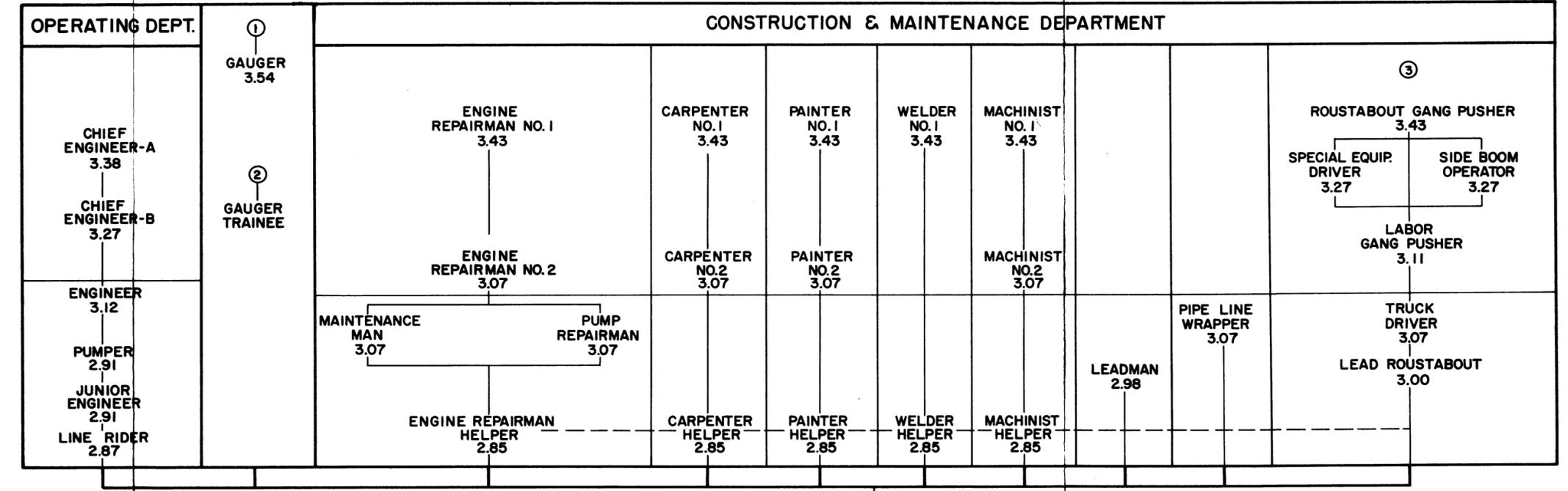


- SPECIAL NOTES:
- Selection of employees to fill this position will be made in accordance with Article IV, Paragraph E-3-1.
  - The use of this classification will depend on the extent of operations. An employee advanced into this classification will retract through the route from which he came.
  - For purposes of application of Article IV, Paragraph E-3-c (to effect a promotion) the Valve Serviceman will be given the job opportunity under consideration only when he has greater Department Seniority than the next top bidder in the promotional unit.
  - Immediately prior to being demoted from a department, an employee may transfer to another district as provided in Article IV, Paragraph E-4-d.

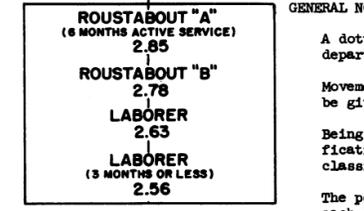
- SPECIAL NOTES (Continued)
- See special provisions for promotional and demotional movements in the Northern District, Article IV, Paragraph E-3-h and E-4-f respectively.
- GENERAL NOTES:
- A dotted line indicates the movement, within a district, of an employee to retain a job in the department in his district, as provided in Article IV, Paragraph E-4-c.
- The position of split classification assignments will be established on separate charts for each district as provided in Article IV, Paragraph E-5-a-1.

PIPE LINE DIVISION  
CHART OF MOVEMENTS

APPENDIX "B"  
EXHIBIT III



DIVISIONAL ④ GROUP



- SPECIAL NOTES:
- Promotions, demotions and seniority credit shall be made in accordance with the provisions of Article IV, Paragraph E-8.
  - To be paid the rate of the classification from which the employee is being transferred, until he assumes sole responsibility for the job.
  - For purposes of application of Article IV, Paragraph E-3-c (to effect a promotion) the Side Boom Operator or the Special Equipment Driver will be given the job opportunity under consideration
- only when he has greater Department Seniority than the next top bidder in the promotional unit.
- Immediately prior to being demoted from a department, an employee may transfer to another district as provided in Article IV, Paragraph E-4-d.

- GENERAL NOTES:
- A dotted line indicates movement, within a district, of an employee, to retain a job in the department in his district, as provided in Article IV, Paragraph E-4-c.
- Movements between classifications which are tied together horizontally with a solid line will be given consideration when a vacancy or opening occurs.
- Being qualified in one classification which is tied together horizontally with other classifications does not qualify an employee in the other classifications. Qualifications in each classification must be established in accordance with Article IV, Paragraph C-2.
- The position of split classification assignments will be established on separate charts for each district, as provided in Article IV, Paragraph E-5-a-1.

# REFINING DIVISION CHART OF MOVEMENTS

APPENDIX C - EXHIBIT I -

LIGHT OIL DEPARTMENT											ASPHALT DEPT.		UTILITIES DEPT.	STORAGE & HANDLING DEPT.		
ALKYLATION UNIT	CATALYTIC REF. UNIT NO. 1	CATALYTIC REF. UNIT NO. 2	COMBINATION UNIT	CRUDE & RERUN UNIT	D.A. UNIT	F.C.C. UNIT	SUPER FRACT. UNIT	T.C.C. UNIT	THERMAL FRACT. UNIT	TREATING UNIT	ASPHALT PLANT UNIT	VACUUM STILLS UNIT	UTILITIES DEPT.	WATSON REFINERY UNIT	VINVALLE UNIT	HYNES ① UNIT
HEAD OPERATOR A 3.64	HEAD OPERATOR B 3.54	HEAD OPERATOR A 3.64	HEAD OPERATOR A 3.64	HEAD OPERATOR A 3.64	HEAD OPERATOR B 3.54	TREATER 3.45	STILLMAN 3.45	STILLMAN 3.45	UTILITIES HD. OPR. 3.54	PUMPER A - NO. 1 P.H. 3.54						
OPERATOR B 3.34		OPERATOR B 3.34	OPERATOR B 3.34	OPERATOR B 3.34					UTILITIES OPERATOR - SPL. 3.29	PUMPER B - NO. 1 P.H. PUMPER - NO. 2 P.H. 3.29	PUMPER SPECIAL 3.29	PUMPER SPECIAL 3.29				
ASS'T. OPERATOR 3.19	ASS'T. OPERATOR 3.19	ASS'T. OPERATOR 3.19	ASS'T. OPERATOR 3.19	ASS'T. OPERATOR 3.19		PUMPER B 3.19		UTIL. OPR. - MAINT. 3.29	GAUGER A 3.19							
			OPERATOR HELPER A 3.07		OPERATOR HELPER A - DAYS 3.07		OPERATOR HELPER A 3.07	OPERATOR HELPER A 3.07		ASST. TREATER 3.12	ASS'T. STILLMAN 3.15	ASS'T. STILLMAN 3.15	UTILITIES ASS'T. OPERATOR 3.19			
OPERATOR HELPER B 3.00	OPERATOR HELPER B 3.00	OPERATOR HELPER C 2.97	OPERATOR HELPER C 2.97	OPERATOR HELPER C 2.97	OPERATOR HELPER B 3.00	OPERATOR HELPER B 3.00	OPERATOR HELPER B 3.00	OPERATOR HELPER B 3.00	OPERATOR HELPER C 2.97	OPERATOR HELPER C 2.97	T & C LOADER 3.00		WATER TREATER 3.15	PUMPER GAUGER 3.07		GAUGER B 3.00
						OPERATOR HELPER C 2.97		OPERATOR HELPER C 2.97	UTILITIES OPERATOR HELPER A 3.07	GAUGER B T & C LOADER 3.00	T & C LOADER 3.00	T & C LOADER 3.00				
												OPERATOR HELPER C 2.97	UTIL. OPR. HPR - MAINTENANCE 3.07	PUMPER HELPER 2.87		
					RELIEF OPERATOR 2.73						RELIEF OPERATOR 2.73		RELIEF OPERATOR 2.73		RELIEF OPERATOR 2.73	

PROCESS PUMPER 2.97	OIL TRAP OPERATOR 2.85	HEAD BOTTLE WASHER 2.85
CLEAN UP MAN 2.63	JANITOR 2.63	BOTTLE WASHER 2.70

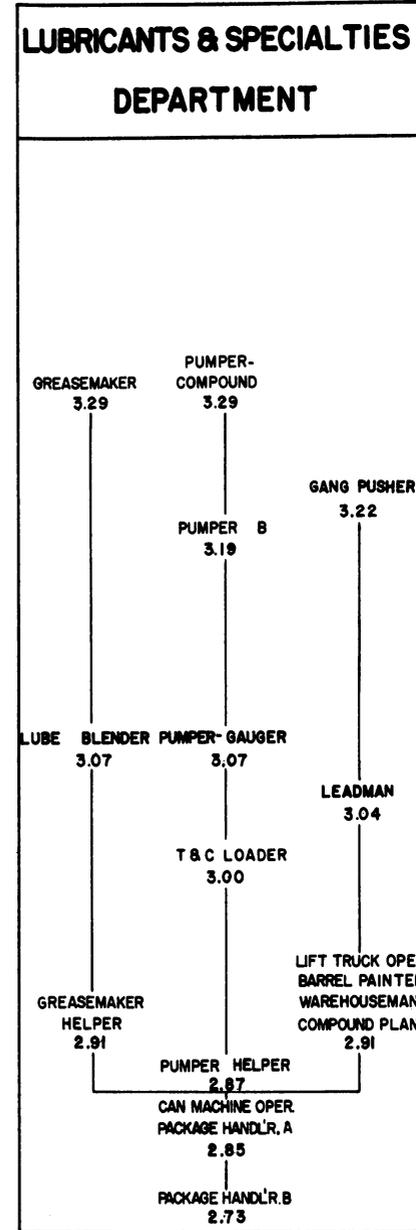
LABORER 2.63 2.56 (3 MONTHS OR LESS)
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① PROMOTION AND DEMOTION MOVEMENT BETWEEN CLASSIFICATIONS HAVING THE SAME WAGE RATE IS IN THE ORDER OF THEIR VERTICAL POSITION ON THE CHART

# REFINING DIVISION CHART OF MOVEMENTS

APPENDIX C-EXHIBIT II-

CONSTRUCTION & MAINTENANCE DEPARTMENT											
MACHINE SHOP UNIT	PIPE SHOP UNIT	CARPENTER SHOP UNIT	RIGGING UNIT	PAINTING UNIT	INSULATING UNIT	WELDING UNIT	GARAGE UNIT	INSTRUMENT UNIT	TIN SHOP UNIT	TOOL ROOM UNIT	MISC. UNIT
LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59 CRANE OPERATOR 3.54	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59	LEAD CRAFTSMAN 3.59
MACHINIST 3.43	PIPEFITTER PIPE FABRICATOR 3.43	CARPENTER 3.43	RIGGER 3.43	PAINTER 3.43	INSULATOR 3.43	WELDER BLACKSMITH BOILERMAKER 3.43	MECHANIC-GARAGE 3.43	INSTRUMENT REPAIRMAN 3.43	SHEET METAL WKR. 3.43	TOOL REPAIRMAN 3.27	CEMENT FINISHER 3.43 T/C MAINT. LEADMAN 3.29 GANG PUSHER 3.22
MAINTENANCE MAN PUMP REPAIRMAN VALVE REPAIRMAN DAMAGE REPAIRMAN 3.07	MAINTENANCE MAN TRAP REPAIRMAN 3.07	ROUGH CARPENTER 3.07	C&M LIFT TRUCK OPERATOR 3.00	PAINTER *2 3.07	INSULATOR *2 3.07	WELDER *2 BOILERMAKER *2 MAINTENANCE MAN 3.07		METER REPAIRMAN 3.07		TOOL ROOM ATTENDANT 2.97	MAINTENANCE MAN T/C REPAIRMAN 3.07
MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85	MECHANIC HELPER 2.85



FIRE & SAFETY DEPARTMENT
FIRE & SAFETY MECHANIC 3.29
MAINTENANCE MAN 3.07
MECHANIC HELPER 2.85

WAREHOUSE DEPARTMENT
WAREHOUSEMAN A 3.27
WAREHOUSEMAN B 2.97
JUNIOR WAREHOUSEMAN 2.85

TRANSPORTATION DEPARTMENT
CRANE OPERATOR 3.54
BULLDOZER OPERATOR 3.27
HVY. SKP LOADER OPERATOR 3.15
HVY. TRACTOR DR. HVY. TRUCK DR. LT. CRANE OPER. 3.07
C&M LIFT TRUCK OPERATOR 3.00
LT. TRUCK DR. LIFT TRUCK OPERATOR 2.91
SWAMPER 2.65

LABORATORY DEPARTMENT
③ SENIOR INSPECTOR 3.34 INSP.-MECHANIC 3.29
INSPECTOR A- LABORATORY 3.22
INSPECTOR B- LABORATORY 2.99
INSPECTOR C- LABORATORY 2.87

OPENINGS IN THE CRANE OPERATOR CLASSIFICATION WILL BE AVAILABLE TO QUALIFIED EMPLOYEES IN THE TRANSPORTATION DEPT., AND THE RIGGING UNIT OF THE C & M DEPT., WITH THE SENIORITY CONSIDERATION BEING BASED ON DIVISION SENIORITY. DEPARTMENT AND/OR UNIT SENIORITY OF THE ASSIGNED EMPLOYEE SHALL CONTINUE TO ACCRUE IN THE UNIT OR DEPARTMENT FROM WHICH HE IS ASSIGNED.

LABORER  
2.65  
2.56 (3 MONTHS OR LESS)

③ SENIOR INSPECTOR-LABORATORY. THIS CLASSIFICATION WILL BE APPLIED TO INDIVIDUALS WHO ARE REQUIRED TO PERFORM DUTIES INVOLVING SUBSTANTIALLY GREATER KNOWLEDGE AND ABILITIES THAN THOSE NORMALLY REQUIRED OF AN INSPECTOR A. THE NUMBER OF SUCH ASSIGNMENTS WILL FLUCTUATE WITH CHANGING NEED AND AVAILABILITY OF PEOPLE WITH THE NECESSARY TALENT TO PERFORM THEM. THE PROVISIONS OF ARTICLE IV, PARAGRAPH B, WILL APPLY TO THIS CLASSIFICATION.