

K 8182  
2,800 workers

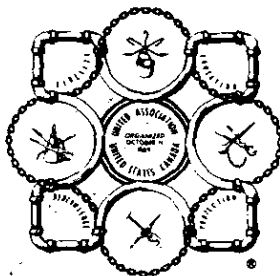
35 pp.

**THIS AGREEMENT** entered into May 1, 2003 between, signatory members of the **PIPELINE CONTRACTORS ASSOCIATION OF CALIFORNIA**; as parties of the first part, hereinafter referred to as the **Contractors**; and **LOCAL UNION NO. 250, 409, 246, 342**, which locals are members of the **UNITED ASSOCIATION** and the **UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA**, as parties of the second part, hereinafter referred to as the **Union** or the **United Association**.

SIC 4924  
NAICS 486210

# CALIFORNIA SHORTLINE AGREEMENT

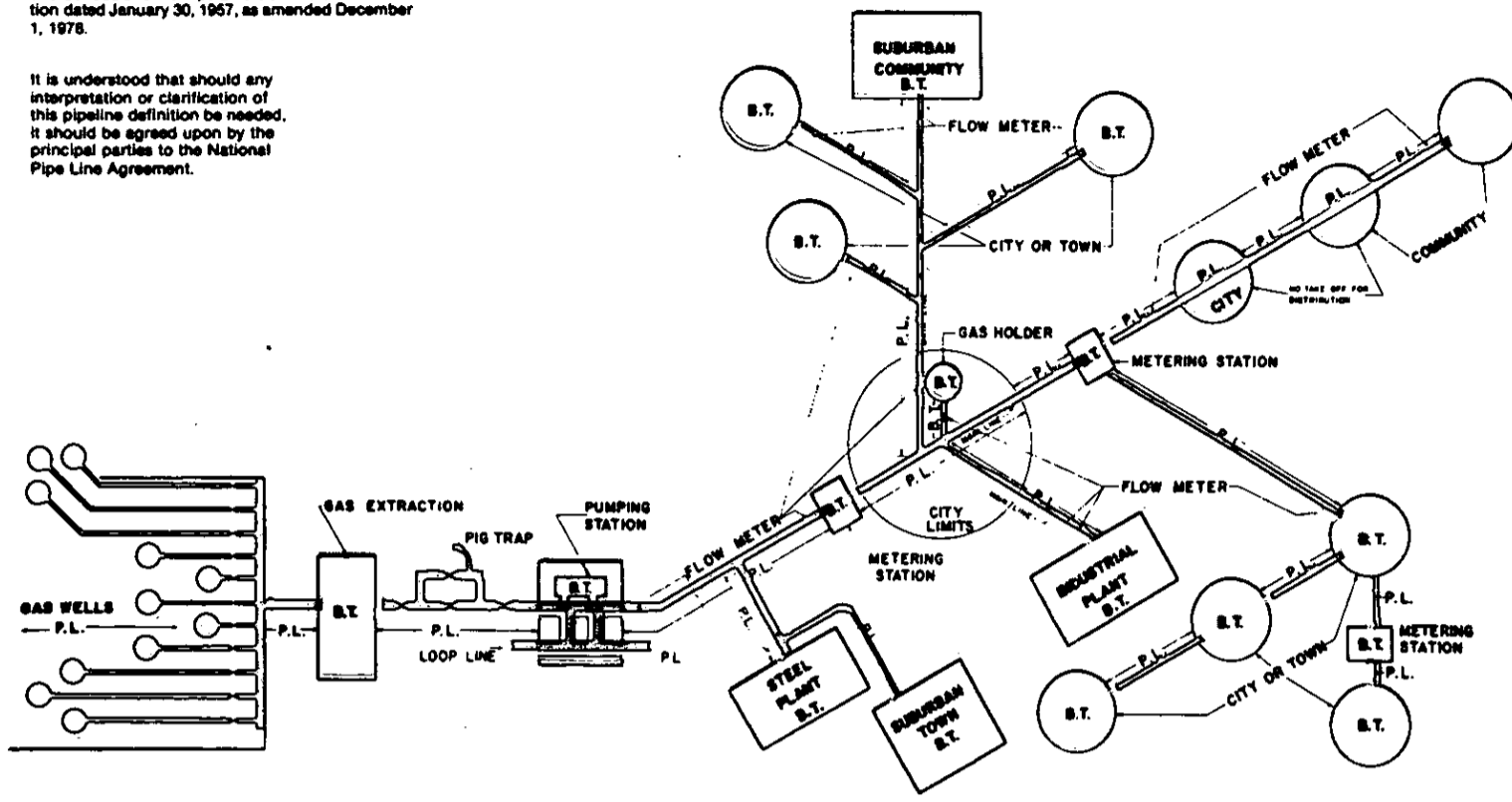
**May 1, 2003 - April 30, 2006**



"GAS" II

Definition of work covered under the National Pipe Line Agreement as defined by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Pipe Line Contractors Association dated January 30, 1957, as amended December 1, 1978.

It is understood that should any interpretation or clarification of this pipeline definition be needed, it should be agreed upon by the principal parties to the National Pipe Line Agreement.

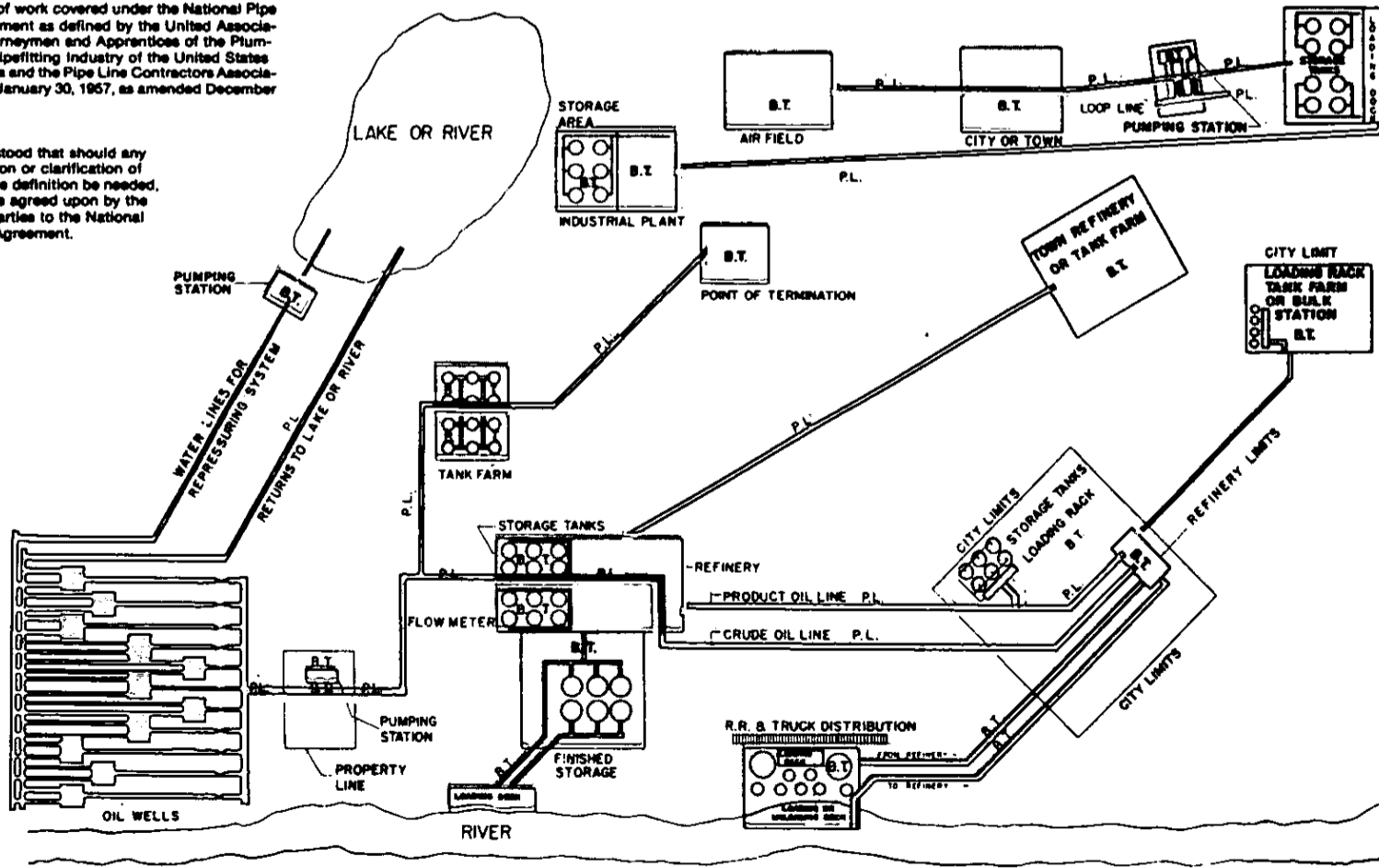


**LEGEND**  
 BLUE = PIPE LINE-P.L.  
 RED = BUILDING TRADES-B.T.  
 Where Blue line does not go through Red — Blue will go into Red up to the first valve or connection.

"OIL" I

Definition of work covered under the National Pipe Line Agreement as defined by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Pipe Line Contractors Association dated January 30, 1957, as amended December 1, 1978.

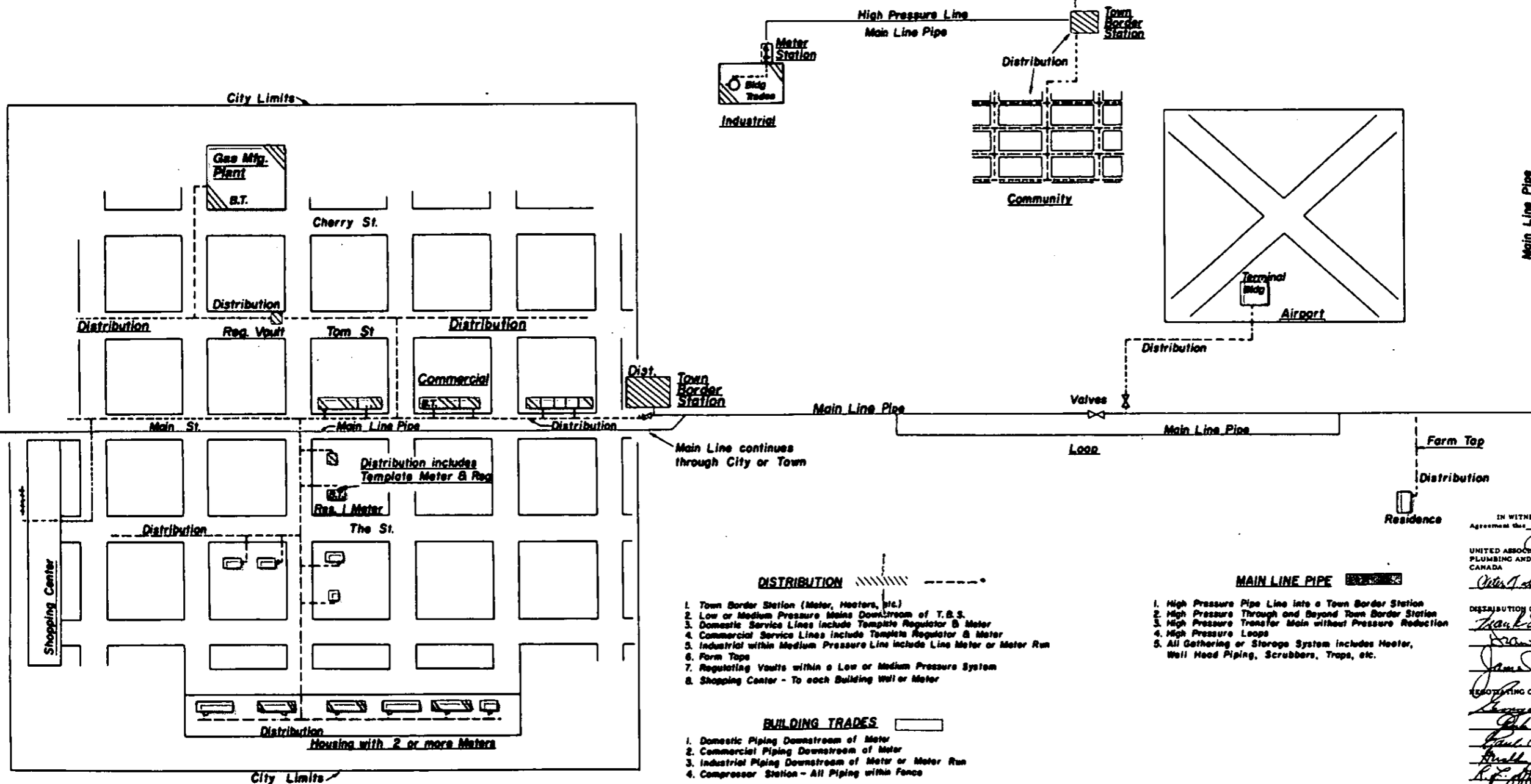
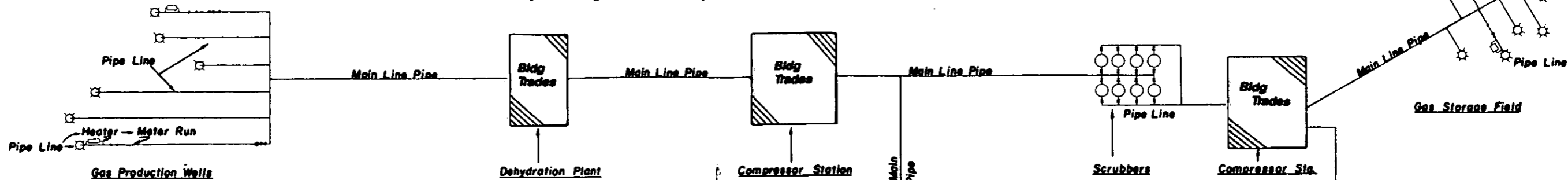
It is understood that should any interpretation or clarification of this pipeline definition be needed, it should be agreed upon by the principal parties to the National Pipe Line Agreement.



**LEGEND**  
 BLUE = PIPE LINE-P.L.  
 RED = BUILDING TRADES-B.T.  
 Where Blue line does not go through Red — Blue will go into Red up to the first valve or connection.

# DISTRIBUTION PIPELINE

This is the work covered by the National Distribution Pipe Line Agreement and is printed here simply for reference.



- DISTRIBUTION** [Symbol]
1. Town Border Station (Meter, Meters, etc.)
  2. Low or Medium Pressure Mains Downstream of T.B.S.
  3. Domestic Service Lines include Complete Regulator & Meter
  4. Commercial Service Lines include Complete Regulator & Meter
  5. Industrial within Medium Pressure Line include Line Meter or Meter Run
  6. Farm Tops
  7. Regulating Vaults within a Low or Medium Pressure System
  8. Shopping Center - To each Building Wall or Meter
- BUILDING TRADES** [Symbol]
1. Domestic Piping Downstream of Meter
  2. Commercial Piping Downstream of Meter
  3. Industrial Piping Downstream of Meter or Meter Run
  4. Compressor Station - All Piping within Fence

- MAIN LINE PIPE** [Symbol]
1. High Pressure Pipe Line into a Town Border Station
  2. High Pressure Through and Beyond Town Border Station
  3. High Pressure Transfer Main without Pressure Reduction
  4. High Pressure Loops
  5. All Gathering or Storage System includes Heater, Well Head Piping, Scrubbers, Traps, etc.

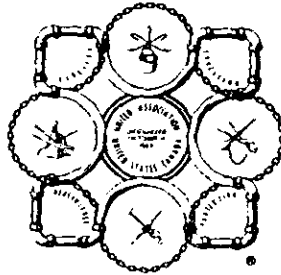
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this June 3, 1965.

UNITED ASSOCIATION OF JOURNEMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA  
*Walter J. Johnson* General President

DISTRIBUTION CONTRACTORS ASSOCIATION  
*Frank E. Sweeney* President  
*Thomas S. Van Veen* Chairman, Contractors Negotiating Committee  
*James R. Upton* Executive Secretary

NEGOTIATING COMMITTEE OF THE UNITED ASSOCIATION  
*George J. ...*  
*Paul A. Wood*  
*Paul O. Hoffmann*  
*Frank ...*  
*R. J. ...*  
*John ...*

# **CALIFORNIA SHORTLINE AGREEMENT**



**May 1, 2003 - April 30, 2006**

## TABLE OF CONTENTS

ART.	SEC.	TITLE	PAGE #
		<u>CALIFORNIA SHORTLINE AGREEMENT</u>	1
I	101	<u>WORK COVERED</u>	1
II	201	<u>CONTRACTORS COVERED</u>	3
III	301	<u>RECOGNITION OF THE UNION AS COLLECTIVE BARGAINING REPRESENTATIVE</u>	4
IV	401	<u>HIRING OF PERSONNEL</u>	4
	411	Manning	6
	411 (b)	Bending Crew	6
	411 (c)	Lineup Crew	6
	411 (d)	Back Welding	7
V	501	<u>PROTECTION OF CONTRACTORS AGAINST STRIKES</u>	7
VI	601	<u>EMPLOYMENT PROCEDURE</u>	7
	606	Use and Transfer of Original Crews	9
	607	Right of Union to Request Information About Locations of Jobs	9
VII		<u>GRIEVANCE PROCEDURE</u>	10
	701	Organization and Functions of Joint Conference Board	10
	701.1.1	Timeliness	10
	702	Organization and Functions of Hiring Grievance Committee	12
VIII	801	<u>JURISDICTIONAL DISPUTES</u>	13
IX		<u>HOURS OF WORK - SHIFT</u>	13
	901	Single Shift Operations	13
	902	Multiple Shift Jobs	13
	903	Changing Starting or Quitting Time by Mutual Consent	13
X	1001	<u>OVERTIME</u>	14
XI	1101	<u>HOLIDAYS</u>	14
		<u>PIPELINE JURISDICTION, STATE OF CALIFORNIA</u>	
		<u>LOCALS 250, 409, 246 &amp; 342 (map)</u>	
		Oil Distribution Chart	14A
		Main Line Pipe Distribution Chart	14B&C
		Gas Distribution Chart	14D
XII	1201	<u>REPORTING TIME</u>	15
XIII	1301	<u>PAYMENT OF WAGES</u>	16

## TABLE OF CONTENTS - cont'd.

ART.	SEC.	TITLE	PAGE #
XIV	1401	<u>WELDING TEST</u>	16
XV	1501	<u>HELPERS</u>	16
XVI	1601	<u>STEWARDS</u>	17
XVII	1701	<u>FOREMAN</u>	18
XVIII	1801	<u>TRAVEL PAY AND STAND-BY PAY</u>	18
XIX		<u>HEALTH &amp; WELFARE, PENSION, JOURNEYMAN TRAINING, VACATION &amp; HOLIDAY, AND INT'L TRAINING FUND OBLIGATION</u>	19
	1901	Health & Welfare	19
	1902	Pension	19
	1903	Journeyman Training	19
	1904	Vacation & Holiday	19
	1907	International Training Fund Obligation	20
	1908	<u>JOINT ARBITRATION BOARD</u>	20
XX	2001	<u>CONFLICTING CONTRACTS AND GENDER REFERENCES</u>	21
XXI	2101	<u>EQUALITY OF TREATMENT OF CONTRACTORS</u>	21
XXII	2201	<u>UNION'S RIGHT TO CHECK JOB SITE OPERATIONS</u>	22
XXIII	2301	<u>EFFECTIVE AND TERMINATION DATES</u>	22
XXIV	2401	<u>CLASSIFICATIONS AND HOURLY WAGE RATES</u>	23
		U.A. Local #409	23
		U.A. Local #342	23
		U.A. Local #250	24
		U.A. Local #246	24
XXV		<u>COMMITTEE ON DRUGS, ALCOHOL, SAFETY AND HEALTH</u>	24
APP. A		<u>WAGE RATES &amp; FRINGE BENEFITS</u>	26
		U.A. Local #409	26
		U.A. Local #342	26
		U.A. Local #250	26
		U.A. Local #246	26
APP. B		<u>DECISION NO. 1 - Hydrostatic Testing</u>	27
APP. C		<u>WELDING RIG RENTAL</u>	28
		<u>INDEX</u>	30

THIS AGREEMENT, known as the CALIFORNIA SHORTLINE AGREEMENT, is entered into May 1, 2003, between the PIPELINE CONTRACTORS ASSOCIATION OF CALIFORNIA, on their own behalf and for their member contractors, and individual signatory employers (hereinafter referred to as the "Contractors" or "Employers"), as parties of the first part, and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, and its affiliated Local Unions, UNITED ASSOCIATION LOCAL UNION NO. 250, UNITED ASSOCIATION LOCAL UNION NO. 409, UNITED ASSOCIATION LOCAL UNION NO. 246, and UNITED ASSOCIATION LOCAL UNION NO. 342 (hereinafter referred to as the "Union," the "United Association," or the "UA"), as parties of the second part.

**WHEREAS**, the Contractors are engaged in shortline work throughout the territory known as the State of California and in the performance of such work require the services of competent and qualified Journeymen and Helpers, and

**WHEREAS**, the Union is affiliated with the American Federation of Labor and Congress of Industrial Organizations and has in its membership throughout the area Journeymen and Helpers competent and qualified to perform all work coming within the Union's recognized jurisdiction; and

**WHEREAS**, the parties signatory hereto desire to establish, on a statewide basis, wages, hours and working conditions for the performance of such work and, further, to encourage closer cooperation and better understanding between the Contractors and their employees.

**NOW, THEREFORE**, it is agreed between the Contractors and the Union as follows:

### ARTICLE I – WORK COVERED

101. Transportation mainline pipelines coming under this Agreement are those illustrated on accompanying charts and defined as follows:
- 101.1 The construction, installation, maintenance, repair, double jointing, beveling, re-beveling, field fabrication, treating, reconditioning, testing, stress relieving, making-up, relaying, or relocation of cross-country pipelines or any segments thereof transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to the first metering station or connection.
- 101.2 If a metering station or connection is located on a mainline transmission line, or higher pressure lateral, branch line or between two or more mainline transmission lines or higher pressure lateral, or branch lines then such work

can be done under this Agreement. This includes the work covered by this Agreement including the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.

- 101.3 Such pipeline construction, installation, repair, maintenance or reconditioning as may be combined with or associated or comprising an integral part of other work more particularly and usually defined as Engineering or Building Construction, or work covering pumping stations, tank farms, refineries, plant to plant connecting lines within city limits and city distribution lines are not covered by this Agreement.
- 101.4 Gathering lines which connect directly from the wells to the mainline pipe lines, gathering lines to or from gasoline extraction and gas dehydration plants, gathering lines to or from gas storage fields, water flood lines, and all pipe supports and related work is considered U.A. work covered by this Agreement.
- 101.5 All marine work, including "push" jobs in-shore and work done from barges in-shore and off-shore, is covered by this Agreement.
- 101.6 For the purpose of this Agreement and work covered, it shall include, but not be restricted to the following work:
1. *GATHERING LINES*
  2. *MARINE WORK*
  3. *HIGHWAY RELOCATION*
  4. *CHANGE OUTS*
  5. *ROAD CROSSINGS*
  6. *RIVER CROSSINGS*
  7. *BRIDGE CROSSINGS*
  8. *FABRICATION*
  9. *TAKE UP FOR RELAYING*
  10. *DOUBLE JOINTING*
  11. *WELDING OF CASING ON ROAD BORES*
102. A Contractor who is party to this Shortline Agreement must operate under the terms of this Agreement on any single contracted job of less than thirty (30) miles in length of a continuous run. All projects over thirty (30) miles in length must be performed under the terms of the National Pipeline Agreement.
103. In order to preserve work customarily performed by employees working under this Agreement, it is agreed that as a primary working condition, all double jointing and re-beveling of pipe shall be performed by an Employer bound to this Agreement, except as otherwise mutually agreed upon in writing by the Union and the Contractor Association with relation to any particular job or project. It is further agreed that no subterfuge shall be used to avoid the intent



and scope of this provision, and this Agreement shall apply to all firms, corporations or Contractors owned, financed or in any way controlled by an Employer bound to this Agreement. A violation of this provision shall be considered a material breach of the Agreement and shall be grounds for the Union's or Contractor's immediate cancellation of the Agreement with the Individual Employer or Union which has violated this provision. The Union's and/or Contractor's right to terminate the Agreement under this provision shall not be exclusive and shall not impair any and all remedies which the Union and/or Contractor might otherwise seek for a breach of this provision.

## **ARTICLE II – CONTRACTORS COVERED**

**201.** It is agreed between the Contractors and the Union signatory as follows:

“Employer” means a person, partnership, firm, corporation, association, or other entity, which employs any person or persons to perform services for a wage or salary, and includes any person, partnership, firm, corporation, association or other entity acting as an agent of an Employer, directly or indirectly.

“Employee” means any person who performs services for wages or salary under a contract of employment, express or implied, for an Employer.

The term “worker,” as used herein, shall refer to a person, in the labor market who is not employed and needs not have been employed by the Individual Employer but who may be referred by the United Association.

**201.1** The Pipeline Contractors Association of California, under authority of those Employer members authorizing the association to negotiate and execute this Agreement, a list of which is attached, and on whose behalf it is negotiated and executed, hereby negotiate this Agreement.

Pipeline Contractors Association shall pay one-half (½) portion of any costs incurred in the administration of this Agreement.

**201.2** It is further understood and agreed that any Employer by the terms of this Agreement by virtue of the authority described in paragraph 201.1 hereof, agrees that if the Employer withdraws his membership from the Association, the Employer shall be bound by the terms of this Agreement for the balance of the terms of this Agreement.

**201.3** The signatory Association agrees to immediately notify the Union when any signatory Employer member withdraws from the Association and to further notify the Union of any new members signing this Agreement; and the Unions agree to notify the signatory Association of any newly signed Contractors.

- 201.4 Each present Employer on whose behalf this Agreement has been negotiated and executed, and each future member who becomes a party by signing the Agreement shall alone be liable and responsible for his own individual acts and conduct, and for any breach or alleged breach of this Agreement may be sued only individually by the Union for such breach. Any alleged breach of this Agreement by an Employer or any dispute between the Union and an Employer respecting compliance with the terms of this Agreement shall not affect the right, liabilities, obligations and duties between the Union and each other Employer party to this Agreement.

**ARTICLE III -- RECOGNITION OF THE UNION AS  
COLLECTIVE BARGAINING REPRESENTATIVE**

301. The Contractors and the Unions hereby recognize the Union as the sole collective bargaining representative of all employees of the Contractors over whom the Union has jurisdiction throughout the entire state.

**ARTICLE IV -- HIRING OF PERSONNEL**

401. The Contractors and the Unions agree that any Journeymen employed by the Contractors on work covered by this Agreement for a period of eight (8) days continuously or accumulatively within the multiple-employer unit and procured in accordance with this Article IV, or procured from other sources by the Contractors, shall become a member in good standing of one of the Local Unions immediately, or eight (8) days after the effective date of this Paragraph 401, whichever is later. The Journeyman shall remain a member in good standing in one of the Local Unions as a condition of employment.

In interpreting membership in good standing, an Employer shall not discharge an employee for non-membership in the Union:

- a) If it has reasonable grounds for believing that such membership was not available to the employee on the same conditions generally applicable to other members; or
  - b) If it has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.
402. Contractors must hire Journeymen and Helpers by calling the Local Union dispatch office in whose area the job is started. Whenever a Contractor needs to hire a Journeyman or a Helper on any job, he must notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

403. The Union shall establish and maintain an appropriate registration facility for applicants available for employment as Journeymen and Helpers. Applicants shall be registered on an out-of-work list in the order of time and date of registration.
404. Upon the request of a Contractor for workmen, the Union shall immediately refer qualified and competent registrants to the Contractor in the number required by the Contractor in the manner and under the conditions as specified in Article VI of this Agreement. The referral and appointment of Stewards shall be governed by the applicable provisions of Articles VI and XVI of this Agreement.
405. In the event the Contractor, within forty-eight (48) hours of the request of the Union, does not so obtain the number of workmen needed, the Contractor may obtain workmen from any other source and notify the Union of the names, addresses and social security numbers of such employees.
406. The Union and the Contractors agree that the referral of Journeymen shall be on the following basis:
- 406.1 Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of, or obligations of, Union membership, policies or requirements.
- 406.2 The Employer retains the right to reject for cause workers referred by the Union. No worker shall be refused hire because of any prior sanctioned Union activity. It is understood that any worker referred by the Union and rejected shall receive two (2) hours show-up pay. A worker so rejected shall not be re-dispatched to same Employer if so requested by the Employer and confirmed in writing not to exceed the current calendar year unless renewed in writing by the Contractor prior to the end of current calendar year. Any such letters will be subject to review on a yearly basis by request of the Union. Workers referred to the Employer's job who arrive in an unfit condition for work, or who are not ready to go to work shall not be paid show-up time.
- 406.3 The Union and the Contractors shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of the Agreement.
407. The Individual Employer may discharge any employee for just cause. There shall be no discrimination on the part of the Employer against any employee, nor shall any such employee be discharged, by reason of any Union activity not interfering with the proper performance of his work.

408. Contractors who engage in a joint venture shall be entitled to the benefit of all the provisions of this Agreement, notwithstanding the existence of the joint venture as an entity. All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer.
409. Any employee, or applicant for employment claiming to be aggrieved by the application to himself of any of the provisions of this Article IV, or Article VI, whether by the Union, the Contractors or any individual Employer signatory to this Agreement, may submit his grievance to a Hiring Grievance Committee created pursuant to Article VII, paragraph 702, of this Agreement, by filing the same with the Local Union in the area where the grievance occurred. The grievance must be submitted in writing to the Local Union office within fifteen (15) days after the transaction giving rise thereto, excluding Saturdays, Sundays, and holidays. The Local Union receiving the grievance shall immediately notify the Associations party to this Agreement of the grievance. Forms for the submission of any such grievance shall be available at all times in each Local Union office. Nothing in this Article IV shall be construed to waive or abrogate an employee's statutory discrimination rights.
410. Any employee, or applicant for employment, failing to comply with paragraph 409, Article IV, shall by reason thereof, be deemed to have waived the grievance.
411. **MANNING:**
- a) All the leveling, beveling, re-beveling, job site fabrication and making of all joints by any mode or method is the work of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada.
  - b) **BENDING CREW** - All mechanical work in connection with the mandrel shall be the work of the United Association performed by Journeymen. The Foreman shall be a Journeyman of the United Association. The handling of pipe and any material will be assigned to Helpers who perform work under this Agreement.
  - c) **LINEUP CREW** - After the pipe has been placed on the skids and cleaned, the Spacer shall see that the correct spacing is made for proper welding of each joint of pipe going into the line; the Stabber shall see that the correct line is held as he sends the pipe into the Spacer; the Clampman is to send the mechanical clamp into the position as each joint is lined up and shall engage the clamp to hold the pipe in position. Welders shall not perform this work. This restriction will only apply on production projects. It will not apply on special work.

Spacers, Stabbers and Clampmen shall be Journeyman Pipefitters referred by the Union. The Foreman of the lineup crew shall be a Journeyman of the Union.

***SPECIAL WORK*** - Gathering Lines, River & Bridge Crossings, Highway Relocation, Change Outs, Short Lines and Work in Congested Areas:

1. Employer shall have the sole right to determine the number and classifications of the employees to be hired; provided that Employer shall respect past custom and practice in assigning the work to be done so that Welder Helpers shall not be assigned to work heretofore done by Journeymen.
  2. On all such work the manning shall be decided by the Contractor, but it is recognized that the work coming under the jurisdiction of the Union includes, regardless of the materials and mode or method used, the preparation of the pipe for joining, lining up of the pipe and the handling of the clamps, and joining of the pipe, and Employer shall respect past custom and practice in assigning the work to be done.
- d) ***BACK WELDING*** - All employees entering the pipe for back-welding purposes shall receive \$1.00 per hour extra, for actual hours worked up to four (4) hours. Over four (4) hours, they shall be paid for the entire day.

#### **ARTICLE V – PROTECTION OF CONTRACTORS AGAINST STRIKES**

501. It is mutually agreed and understood that during the period when this Agreement is in force and effect, subject to the provisions of paragraph 2201, Article XXII, the Union shall not authorize any strike, slowdown or stoppage of work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement.
502. Contractors agree they shall not discharge any employee for refusing to cross a picket line legally sanctioned by the Building and Construction Trades Council.

#### **ARTICLE VI – EMPLOYMENT PROCEDURE**

601. For purposes of this Agreement, the State shall be divided into four local areas, as indicated on the map attached hereto. The Individual Employers shall clear all employees required in the performance of the work covered by this Agreement through the office of the Local Union having jurisdiction as indicated by the map attached hereto.
602. Except where the Employer elects to transfer existing employees, as specifically provided for in Section 606.1 below, all Journeymen and Welder

Helpers shall be hired in the following manner from the Class "A" out-of-work list of the Local Union having jurisdiction. The first, third and fourth employees may be hired directly by the Employer. The second, fifth and sixth employees shall be dispatched by the Union, the second employee being the Steward. Thereafter, all additional hires shall be on an alternating 50/50 basis; i.e., the seventh hired directly by the Employer, the eighth dispatched by the Local Union, and so on, until the full crew has been hired. Once a job has started, replacements or additional Journeymen and Welder Helpers needed shall be hired directly by the Employer or dispatched by the Local Union in accordance with this 50/50 alternating procedure. Existing employees working under this Agreement only as provided for in Section 606.1 may also transfer to a project once it has started. All Employer calls by name shall be dispatched regardless of the individual's place on the Class "A" out-of-work list.

603. Satisfactory and competent men shall be furnished in accordance with the provisions of this Agreement and the employment procedure within forty-eight (48) hours, (Saturdays, Sundays and Holidays excepted) of the time they are requested if they are available and in the event they cannot be or are not furnished within such period, the Individual Employer may employ any person, but must arrange for a dispatch to be obtained for him from the office of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall, upon request, be issued to the employee.

604. Preference in employment shall be given to persons who have been employed in the geographical jurisdiction of the Local Union having jurisdiction of the type of work covered by this Agreement.

605. For the purpose of the hiring procedure, there shall be three (3) classes of employees, as follows:

**CLASS "A"** - Shall consist of Journeymen Welders and Fitters who have been employed within the geographical jurisdiction of the Local Union having jurisdiction of the type of craft of work covered by this Agreement for a period of at least 1500 hours (and/or who have been available for employment by being registered on the "A" list) for each year during the two (2) years next preceding their registration in the territory covered by this Agreement.

**CLASS "B"** - Shall consist of Journeymen Welders and Fitters who have been employed in the State of California and are registered on Local Unions 246, 250, 342, and 409 Class "A" list.

**CLASS "C"** - Shall consist of all other qualified Journeymen Welders and Fitters registered with a Local Union having pipeline jurisdiction.

- 606. USE AND TRANSFER OF ORIGINAL CREWS** - The original crew shall follow the job from its start to completion if it is practical for the Individual Employer to do so.
- 606.1** The Employer may keep and transfer employees who are on the Employer's payroll, under the terms of this Agreement within the same Local Union without limitation. Employer will not be allowed to transfer employees to this Agreement who are working under any other Local Union Agreement. (Industrial, Station, Distribution, etc.) As detailed in Section 602 and Section 606.3, the Union shall appoint a steward as the second employee on all new jobs.
- 606.2** The parties recognize that the Employer's right to keep and transfer employees from one job to another within the territorial jurisdiction of the same Local Union is unlimited. Where the new job to which the Employer seeks to transfer employees is located in the territorial jurisdiction of another Local Union, the Employer shall be permitted to select, in its sole discretion, the first, third and fourth employees for the new job. The second, fifth and sixth employees shall be referred from the Class "A" out-of-work list of the Local Union having jurisdiction of the new job. All additional hires, whether to complete the initial crew or to provide replacements or additional employees once the job has begun, shall be made on an alternating 50/50 basis; i.e., the seventh hired directly by the Employer, the eighth dispatched by the Local Union, and so on, until the Employer's manpower needs have been satisfied.
- 606.3** Whenever the Employer starts a new job the second employee of the Local Union having jurisdiction shall appoint a Steward. The Local Union shall have sole discretion in selecting such Steward and need not select the Steward from an existing crew.
- 606.4** The Employer shall notify, by telephone, and confirm by written notification, the transfer of employees, as provided for in the above paragraphs, listing the names and social security numbers of those transferred employees within forty-eight (48) hours. The Local Union dispatch office shall sign one copy of the notification and return it to the Contractor.
- 606.5** A violation of this provision may subject the Contractor or Local Union through a ruling of the Joint Conference Board, the withdrawal of this transfer provision for a period not to exceed ninety (90) days for the first violation.
- 607. RIGHT OF UNION TO REQUEST INFORMATION ABOUT LOCATIONS OF JOBS** - The Contractors agree that the Union shall have the right to request from each Individual Employer information as to the location of all work being performed in the State by such Individual Employer. The Individual Employers agree that upon receipt of such a request they shall furnish the information to the Union properly.

608. The Employer agrees to notify the Local Union promptly before starting any job covered by the terms of this Agreement. *It is a violation of this Agreement to start a job without prior notification or pre-job conference.*

## ARTICLE VII – GRIEVANCE PROCEDURE

### 701. ORGANIZATION AND FUNCTIONS OF JOINT CONFERENCE BOARD:

701.1 It is the intention of the parties to this Agreement to settle problems that may arise on a local level. However, in order to provide means for uniform interpretation and application of this Agreement in respect to any provision upon which the parties are in disagreement or dispute as to its meaning, the parties hereto shall proceed as follows:

#### 701.1.1 TIMELINESS:

All grievances must be filed within fifteen (15) days of the occurrence.

Any grievances, disputes or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job, wherever possible, provided that such settlements shall not vary any of the wages, terms and conditions of this Agreement.

All Employers signatory to this Agreement who are not members of a Contractor Association signatory hereto shall be subject to all of the terms and conditions of this Agreement and shall be subject to the procedures set forth in this Article.

1. Any employee who believes that he has a grievance shall first take the matter up with his Foreman and Superintendent.
2. If the matter is not satisfactorily adjusted between the Foreman and the employee, the grievance shall be referred to the Job Steward. The Job Steward, Superintendent and Foreman shall attempt to resolve the grievance.
3. When the matter cannot be settled at this level, it shall be referred to the Union's Business Agent and Employer's representative.
4. In the event the grievance, dispute or difference of opinion shall not have been satisfactorily settled during the preceding steps within forty-eight (48) hours, then the matter shall be sent in writing within five (5) working days to the Joint Conference Board for settlement. The Joint Conference Board shall hear the matter within thirty (30) days.



5. Any other grievance, dispute, difference of opinion or controversy of any kind or character between the Union and the Association and/or Individual Employer signatory hereto involving or relating to the interpretation or application of the terms of this Agreement, and the relations between the parties arising during the term of this Agreement which cannot be settled by the parties, shall be settled by the Joint Conference Board which is set out below.

***JOINT CONFERENCE BOARD:***

In order to provide means for uniform interpretation and application of this Agreement in respect to any provision upon which the parties are in disagreement or dispute as to its meaning, the parties hereto shall proceed to set up a Joint Conference Board of seven (7) members. Three (3) members shall be selected by the Unions and three (3) by the Employers. The seventh (7<sup>th</sup>) person shall be a neutral person, and shall be agreed upon by both the Unions and the Employers. Members of the grievance committee shall not be involved on the Board. The Management members shall be appointed by the Management Chairman. The seventh (7<sup>th</sup>) member shall be selected from a pre-approved list.

***VOTING:***

The aggrieved party shall present its case before the Joint Conference Board. The three (3) from Labor and the three (3) from the Employers shall have one (1) vote each. If the Board cannot reach a decision the seventh (7<sup>th</sup>) person shall cast the deciding vote.

***LOCATION & RULES OF ORDER:***

The Joint Conference Board shall agree upon and determine the time and place of meetings, the rules of procedure, shall elect a chairman and a secretary from its membership, and shall determine upon all other details necessary to promote and carry on the business from which it is appointed.

***NO AUTHORITY:***

It is understood and agreed that the Joint Conference Board shall not have authority to review any matters, either on the motion of either party or on its own motion, or make any recommendations which would add to, alter, vary, or modify any of the terms or provisions of this Agreement.

***DECISION:***

Upon referral of said matter, the Joint Conference Board shall take jurisdiction of the same and proceed to a determination of the said dispute or disagreement. Its decision shall be final and binding upon all parties. The decision shall be rendered within a five (5) working day period.

***WORK IN PROGRESS:***

Once such dispute or disagreement is legally and properly referred to the Joint Conference Board, the parties shall not use or invoke any means of

enforcement of their respective positions, except as herein above, in this Article, provided through the Joint Conference Board. Pending the decision upon any dispute or grievance, work shall be continued in accordance with the provisions of this Agreement. However, any settlement where hours of pay are involved shall be at the discretion of the Board.

***NON-COMPLIANCE:***

Either party to this Agreement may, in the event of the failure of the other party to comply with the Joint Conference Board award issued pursuant hereto, within thirty (30) days cancel this Agreement insofar as it relates to the party to the dispute who has failed to comply with the award on forty-eight (48) hours written notice to that party.

***COST:***

The cost shall be equal between the four (4) Unions and the Contractors Association signatory hereto. In the event the Employer is not a member of the Contractors Association, the cost shall be ½ between the four (4) Unions and ½ by the Employer.

**702. ORGANIZATION AND FUNCTIONS OF THE "HIRING GRIEVANCE COMMITTEE":**

702.1 Whenever a grievance shall have been filed pursuant to the provisions of Article IV, paragraph 409 of this Agreement, the Local Union receiving the grievance and the Contractors shall forthwith appoint a "Hiring Grievance Committee" consisting of two (2) persons appointed by the Local Union and two (2) persons appointed by the Contractors.

702.2 The Hiring Grievance Committee so appointed shall meet within ten (10) days after the filing of the grievance and hear and decide the same. The Hiring Grievance Committee shall notify the aggrieved individual of the time and place of its meeting and the aggrieved employee shall be entitled to appear and be heard concerning his grievance. The Hiring Grievance Committee shall have full power to adjust the grievance and its decision thereon shall be final and binding upon the person submitting the grievance and upon all parties hereto.

702.3 The procedures provided in this Article VII, paragraph 702, shall be invoked only by individual employees or applicants for employment and then only with respect to grievances involving the provisions of Article IV of this Agreement. The Hiring Grievance Committee shall not have authority to review any matters, either on motion of any party or on its own motion, or make any recommendations which would add to, alter, vary or modify any of the terms or provisions of this Agreement.

## ARTICLE VIII -- JURISDICTIONAL DISPUTES

801. In the event of any dispute between Local Union 250, 409, 342 and 246 of the United Association of Journeymen and Helpers of the Plumbing and Pipe Fitting Industry of the United States and Canada as to the jurisdiction of the work performed by the Contractors, such dispute shall be referred to and settled by the United Association.
802. In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement, by reason of any such work being claimed by a Union or Unions other than the United Association, such dispute shall be referred to the Local Unions involved for determination within four (4) working days of receipt of telegraph communication to the Contractor. If the Business Representative of the Local Union having the assignment refuses to meet to attempt to resolve the matter, the work in question shall be assigned to the United Association. However, if the Business Representatives of the Unions involved do meet and are unable to resolve the dispute, such dispute shall be referred to the International Unions involved for determination and the work shall proceed as assigned by the Individual Employer until such determination by the International Unions has been made. A decision by said International Unions in any given jurisdictional determination shall be implemented by the Individual Employer involved.

## ARTICLE IX -- HOURS OF WORK - SHIFTS

901. **SINGLE SHIFT OPERATIONS** - Where a single shift is worked, eight (8) hours of continuous employment from 7:00 a.m. to 5:00 p.m., except for lunch period, shall constitute a day's work. Forty (40) hours shall constitute a workweek, Monday through Friday, inclusive.
902. **MULTIPLE SHIFT JOBS** - Where or when it may be necessary to work two or three shifts for a period of not less than five (5) consecutive workdays, the second shift shall be paid at the rate of eight (8) hours pay for seven (7) hours worked, and the third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours worked. Thirty-five (35) hours shall constitute a workweek for the second and/or third shift. For the purpose of this Article and of Article X, the shift which begins at approximately 12:01 a.m. Saturday shall be considered a Friday shift; the shift which begins at approximately 12:01 a.m. Sunday shall be considered a Saturday shift; the shift which begins at approximately 12:01 a.m. Monday shall be considered a Sunday shift.
903. **CHANGING STARTING OR QUITTING TIME BY MUTUAL CONSENT** - By mutual consent of an Individual Employer and the Union, the starting time or quitting time of any shift, including a single shift may be changed for all or any portion of a job. For the purpose of this Article and of

Article X, the regular workday for the job, or portion thereof, to which any such change of starting time applies shall begin with such agreed starting time.

904. An Individual Employer may work ten (10) hours per day, four (4) days per week, at the straight time rate, either Monday through Thursday or Tuesday through Friday. All time worked after ten (10) hours will be paid at one and one half (1½) the straight time rate. All time worked on the non-scheduled workday (Monday or Friday) and Saturday will be paid at one and one half (1½) the straight time rate. Any time worked on a Sunday and a designated holiday will be paid for at double the straight time rate. Once the days for this shift have been established, they will not be changed without the mutual consent of the Employer and the Local Union. If any other crafts work overtime on the job site, the U.A. shall be paid overtime also.

### ARTICLE X – OVERTIME

1001. All work in excess of eight (8) hours on a single shift or on the first shift (in excess of seven (7) hours on the second and third shifts) or for hours worked in excess of the regular weekly hours as set forth in Article IX shall be paid at one and one-half (1½) times the straight time hourly rate, until employee has had an eight (8) hour break, Monday through Friday.
1002. Employees who work on Saturday shall receive one and one-half (1½) times the straight time hourly rate for such Saturday work. Employees who work on Sunday and on designated holidays shall receive double the straight time hourly rate.
1003. Employees who work before or after regular established shift hours, without also working on that day all their regular established shift hours shall receive time and one-half (1½) for work before or after their regular established shift hours by reason of such work being normally in excess of that performed during regular established shift hours, as set forth in Article IX.
1004. It is agreed that the Contractor shall notify the Local Union of "SCHEDULED" overtime work.

### ARTICLE XI – HOLIDAYS

1101. **THE FOLLOWING DAYS ARE RECOGNIZED AS HOLIDAYS:**

**NORTHERN CALIFORNIA:** New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

**SOUTHERN CALIFORNIA:** New Year's Day, Memorial Day, Veterans Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

If any of the above listed holidays fall on Sunday, the Monday following shall be considered a legal holiday.

## **ARTICLE XII -- REPORTING TIME**

- 1201.** Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the regular straight time rate for so reporting, unless he has been notified before the end of his last preceding shift not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one day, shall receive not less than eight (8) hours pay therefor.
- 1201.1** Any employee reporting for work at the regular starting time at the job, and for whom no work is available due to weather conditions, shall receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job at the regular starting time and remain there for two (2) hours.
- 1201.2** In order to qualify for the pay period provided in this subparagraph, the employee must remain on the job available for work during the period of time for which he receives pay, unless released sooner by the Employer's principal Supervisor.
- 1201.3** After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours.
- 1201.4** The Employer shall have the sole responsibility to determine availability of work due to weather conditions.
- 1201.5** When the conditions set forth in this paragraph occur on an overtime day, or on shift, the premium rate shall be paid.
- 1201.6** Drug testing and pre-employment orientation and training for the employee to take, shall be paid for all the actual hours to complete this task at the straight time rate. If this task is performed during overtime hours or holiday hours, such testing or training shall be paid at the appropriate overtime rate.

### **ARTICLE XIII -- PAYMENT OF WAGES**

1301. All moneys owed shall be due once each week, employees to be paid by the end of their regular shift, whether working in a shop, Contractor's yard, or in the field. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the California Labor Code.
1302. Any employee injured, on the job or shop, to the extent of requiring a doctor's care, and which injury prevents him from working, shall be paid a full day's wages for the date of injury.

### **ARTICLE XIV -- WELDING TEST**

1401. Whenever any welding test is required of any employee by an Individual Employer, the Union agrees that, upon being requested to furnish men for such test, it shall supply only workmen who are experienced in pipeline construction work, unless otherwise expressly agreed to by the Individual Employer.
- 1401.1 Before any Welder is given a test for qualification he shall be placed on Employer's payroll and shall receive four (4) hours pay at the straight time rate regardless of the outcome of such test; however, no fringe benefit contributions are required unless the test is passed. Where a Welder successfully completes a qualification test, he shall receive eight (8) hours pay at the applicable rate for that day plus pay for any additional hours he works on that day. No Welder shall be required to run their own heat while taking a welding test. If help is required to make a joint, help shall be provided. All help shall be employees performing work under this Agreement.

### **ARTICLE XV -- HELPERS**

1501. All Helpers must obtain a proper clearance from the Local Union having territorial jurisdiction over the areas in which the job or project is located prior to commencing work.
1502. Employer may transfer one Helper or Pre-Helper for each five (5) Helpers employed, from the area of one Local Union to the area of another Local Union. If any additional Helpers are required the Employer shall obtain them from the Local Union having area jurisdiction.
1503. The Union agrees that the Local Union having jurisdiction over the area in which the job is located shall furnish promptly the number of Helpers requested by the Individual Employer.

1504. The Contractors and the Union agree that they shall proceed to negotiate and agree upon Helper standards adaptable for the pipeline industry. If found practical, such standards, when agreed upon, shall be adopted as a part of this Agreement.

#### ARTICLE XVI – STEWARDS

1601. The Union shall notify the Contractors of the appointment of each Steward in writing. When the Employer starts a new job the second employee of the Local Union having jurisdiction shall appoint a new Steward for such job. The Local Union shall have sole discretion in selecting such Steward. Although the Steward need not be selected from an existing crew, the Union shall consider existing employees as Stewards.
1602. Before transferring, laying off or discharging a Steward, the Employer shall notify the Local Union, in writing, of its intention to do so at least twenty-four (24) hours in advance of such intended action. *The person appointed Steward shall not be laid off as long as there is work on the job he is capable of performing.*
1603. Stewards are expected to be competent Journeymen and to do the natural amount of work required of other Journeymen, with the exception of a reasonable amount of time to perform their proper duties. There is no such thing as a roving or non-working Steward.
1604. The normal duties of a Steward shall include, but are not limited to, receiving and investigating grievances that arise under this Agreement, ascertaining that work covered by this Agreement is performed by employees covered by this Agreement, and seeing that the men employed on the job have the proper referral slip and have paid dues as required. Once per month, a Steward shall be permitted sufficient time to check the members' dues on the job to ascertain that they are in order.
1605. If the Steward receives a complaint that employees not covered by this Agreement are performing work covered by this Agreement, or if a man on the job files a grievance with the Steward, the Steward shall be permitted a reasonable amount of time to investigate the complaint or grievance and to present the matter to the Contractor representative in charge of the job and request correction.
1606. Stewards shall not argue with the Contractor representative and shall not take any action on their own initiative, but shall report matters to their Local Union office that are not corrected upon request.

1607. Stewards are not authorized to leave their normal place of duty to check status of any employee not performing work covered by this Agreement. No Steward shall be assigned to more than one job or project.

### ARTICLE XVII -- FOREMAN

1701. The appointment of Foreman from employees covered by this Agreement is the responsibility of the Individual Employer and shall not be interfered with by the Union.
1702. It is expressly understood that when and if a Pipe-gang Foreman, a Tie-in Foreman and/or a Testing Foreman is used, he shall be an employee covered by the terms of this Agreement and shall receive the appropriate Foreman hourly wage rate.
1703. When three (3) Journeymen are employed, one shall receive the Foreman's hourly wage rate and shall be allowed to work with the tools of the trade. After six (6) Journeymen are employed on the job, the Foreman shall not work with the tools, except in an emergency. Foreman shall be Journeyman covered by this Agreement.

### ARTICLE XVIII – TRAVEL PAY AND STAND-BY PAY

1801. Travel mileage pay is based on the distance from the dispatch office, as listed in the preamble, of the Local Union having jurisdiction. Travel pay is payable at the current IRS mileage determination. In order to qualify for travel pay the project must last for ten (10) workdays of fourteen (14) calendar days. Travel pay is paid at both the beginning and end of the project (one round trip total). Employees who quit voluntarily before working ten (10) days will not receive the return portion of the travel pay. No travel pay will be due on maintenance work.
1802. Whenever, on any work being performed because of conditions created by the individual Employer, he requires any Journeyman or Helper to standby, such employee shall receive for each workday of the standby expense, a sum equal to two (2) hours straight time pay. These payments are not required if the employee is notified prior to the end of their prior shift that they should not report to work again until a specific future date.
1803. If the Employer requests that the employee standby the job due to inclement weather, the employee shall receive two (2) hours per day at the straight time pay. These payments are not required if the employee is notified prior to the end of their prior shift that they should not report to work again until a specific future date.



1804. The amounts provided in Article XVIII shall be paid every week with the corresponding week's wages and, at the option of the Employer, may be on separate checks.

**ARTICLE XIX -- HEALTH & WELFARE, PENSION,  
JOURNEYMAN TRAINING, VACATION & HOLIDAY  
and INTERNATIONAL TRAINING FUND**

1901. **HEALTH & WELFARE:**  
Southern California Pipe Trades Trust Fund; Pipe Trades District Council No. 36 Health & Welfare Fund; U.A. Local 342 Health & Welfare Trust Fund.
1902. **PENSION:**  
Southern California Pipe Trades Trust Fund; Pipe Trades District Council No. 36 Pension Trust Fund; U.A. Local 342 Pension Trust Fund; National Pension Trust Fund.
1903. **JOURNEYMAN TRAINING:**  
Southern California Pipe Trades Helper & Journeymen Training Trust Fund; Pipe Trades District Council No. 36 Helper Training Fund; U.A. Local 342 Journeyman Training Fund; United Association Journeyman Training Trust Fund; International Training Fund.
1904. **VACATION & HOLIDAY:**  
Southern California Pipe Trades Trust Fund; Pipe Trades District Council No. 36 Trust Fund; U.A. Local 342 Vacation and Holiday Trust Fund.

The contributions into Vacation and Holiday Fund shall be considered wages, and shall be used for paid vacations and holidays.

Contributions into Vacation and Holiday Trust Fund shall be based on the employee's hourly wage rate, *including premium pay on hours worked.*

1905. Contractors agree to pay to the United Association Journeyman Training Trust Fund the sums due and in the amounts and manner provided in this Agreement. Contractor further agrees to comply with all the terms set forth in the Agreement and Declaration of Trust establishing the Fund, and any amendments, modifications, extensions, supplementations, and renewals of said Agreement and Declaration of Trust and said Agreement and Declaration of Trust is specifically incorporated by reference and made a part of this Agreement. Contractor further agrees to removal and substitution of Trustees as provided by the Agreement and Declaration of Trust establishing the Fund.
1906. Contractors shall contribute into the appropriate Health & Welfare Fund, Pension Fund, and, for the purpose of training Journeymen in this industry, into the Helper and Journeyman Training Fund the amounts shown in

Appendix A, for each employee covered by the terms of this Agreement for each hour worked, including each hour worked in excess of the regular eight (8) hour day, effective the first full payroll period following the date shown; the contributions to be paid into whichever of the above named funds having jurisdiction.

The Contractor agrees to abide by the reporting procedure as set down in each Trust Fund Trust document. It shall not be a violation of this Agreement for the Union to remove employees covered by this Agreement from the Contractors projects if the Contractor is found to be delinquent in any Trust Fund contributions, provided Companies are notified by registered letter forty-eight (48) hours prior to any action being taken.

**1907. INTERNATIONAL TRAINING FUND OBLIGATION:**

In addition to the individual Employer's obligation to contribute to Local Apprenticeship or Training Funds, the individual Employer agrees to pay and contribute to such International Training Fund the sum of five cents (\$.05) per hour for each hour of work performed by all employees in the employ of the Employer. Payment of said five cents (\$.05) per hour into the International Training Fund shall be effective on January 1, 2000. The International Training Fund shall be controlled and administered by a Board of Trustees composed of an equal number of Employer and Union representatives. If a Local Collective Bargaining Agreement requires contributions to the Plumbers and Pipefitters National Pension Fund, the Employer shall make its International Training Fund contributions to the Plumbers and Pipefitters National Pension Fund as a collective agent of the International Training Fund. If the Local Collective Bargaining Agreement does not require contributions to the Plumbers & Pipefitters National Pension Fund, the Employer shall make its International Training Fund contributions to the Local Fund Benefit Office where they will be forwarded to the International Training Fund.

**1908. JOINT ARBITRATION BOARD:**

The parties to this Agreement accept the jurisdiction and authority of the Joint Arbitration Board established by District Council 16 and Plumbing and Piping Industry Council over Southern California Pipe Trades Trust Fund, subjects defined as follows:

- a) Overall questions regarding any provisions in any collective bargaining agreement "approved" for participation in the Trust which relates in any way to the Pipe Trades Trusts, including but not limited to the making of contributions to the Trust;
- b) Overall demands by the Trustees for the payment of contributions, for delinquent contributions, for audits of contributing Employers and related entities, for costs including audit and other collection costs, for interest and for attorney's fees.

The parties to this Agreement agree that damages for all grievances for breaches of this Collective Bargaining Agreement shall be payable as additional revenue contributions for the Retirement Fund Trust where no identified grievant-employee is determined eligible for such damages.

#### **ARTICLE XX -- CONFLICTING CONTRACTS AND GENDER REFERENCES**

2001. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make, and none of the parties shall be bound by or liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union, with reference to the relations between the Contractors and their employees, in conflict with or imposing conditions of employment beyond the terms of this Agreement shall be deemed waived. Any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.
2002. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.
2003. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

#### **ARTICLE XXI -- EQUALITY OF TREATMENT OF CONTRACTORS**

2101. The wages, hours and working conditions herein set out shall be recognized by both the Contractors and the Union as prevailing throughout the States as to the type of work covered hereby. If any other Contractor employer association is granted more favorable wages, hours or working conditions within the State by the Union for the type of work covered hereby, then such more favorable conditions shall apply to and become a part of this Agreement.
2102. In order to be more competitive in certain areas in the State, the signatory Contractors hereto, and the four Local Unions in the State of California who have pipeline jurisdiction, Locals 250, 409, 246, and 342, may mutually or individually agree to put in effect, special project agreements for specific area or projects. These project agreements shall apply to the area or project for the period of time to be established by the principle parties.

## **ARTICLE XXII -- UNION'S RIGHT TO CHECK JOB SITE OPERATIONS**

2201. The Business Representative of the Local Union having jurisdiction over the area in which any job is located shall have access to the job site during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied with. If any conditions requiring adjustment are observed, he shall report them only to the Individual Employer, or his authorized representative, and shall not interfere with the work of any employee.

## **ARTICLE XXIII -- EFFECTIVE AND TERMINATION DATES**

2301. This Agreement shall become effective May 1, 2003, when signed by the parties hereto and shall remain in full force and effect until its termination as provided herein below.
2302. The provisions of this Agreement shall continue in full force and effect until April 30, 2006, and thereafter from year to year unless terminated at the option of either party after sixty (60) days notice in writing to the other. The parties agree to reopen this Agreement, upon written notice given no more than ninety (90) but no less than sixty (60) days prior to April 30, 2006. No provisions of the Agreement shall be subject to re-negotiation, unless mutually agreed to by the parties.

**ARTICLE XXIV -- CLASSIFICATIONS AND HOURLY WAGE RATES**

(See Appendix A)

2401. Appendix A to this Agreement sets forth the hourly wage rates and fringe benefits for the classifications covered by this Agreement. The total cost to the Employer for wages, Health & Welfare, Pension, Vacation & Holiday, and Journeyman Training payments shall be uniform throughout the State but shall be decided differently between wages and fringes in the area of the four Local Unions. The hourly wage rate and fringe benefits applicable to each employee shall be determined by, and correspond to, the area into which his fringe benefits are to be paid as provided in Article XIX, in accordance with the attached schedule contained in Appendix A.
2402. If the Employer pays more than what is established under Section 2101 of this Agreement, said rate shall apply to all employees in that category working on that project.
2403. The Dues Check Off for each Local Union shall be as follows:

**U.A. LOCAL #409: Kern, Inyo & Mono Counties**

Each Employer performing work under the terms of this Agreement in the area of United Association Local Union No. 409 shall deduct one dollar and nineteen cents (\$1.19) per hour for Journeymen and Helpers, from the hourly wage rate for each hour worked by each employee employed on work covered by this Agreement for working dues. Said sum shall be due and payable monthly together with the contributions required by Article XIX (Health & Welfare, Pension, Vacation & Holiday, Journeyman Training, and International Training Funds) of this Agreement, and to such depository designated by the Union. Said Dues Check Off shall be made by the Employer pursuant to an executed written authorization executed by the employees.

**U.A. LOCAL #342: Oakland**

Each Employer performing work under the terms of this Agreement in the area of United Association Local Union No. 342 shall deduct six percent (6%) for Journeymen and two percent (2%) for Helpers, of the employee's gross wage for each employee employed on work covered by this Agreement for working dues. Said sum shall be due and payable monthly together with the contributions required by Article XIX (Health & Welfare, Pension, Vacation & Holiday, Journeyman Training, and International Training Funds) of this Agreement, and to such depository designated by the Union. Said Dues Check Off shall be made by the Employer pursuant to an executed written authorization executed by the employees.

**U.A. LOCAL #250: Los Angeles**

Contributions into the Vacation & Holiday Trust Fund shall be based on the employee's hourly wage rate, INCLUDING PREMIUM PAY ON HOURS WORKED. Each Employer performing work under the terms of this Agreement, in the area of U.A. Local Union No. 250, shall forward the amounts shown in the classification breakdown for "Dues Check Off" to the District Council #16 Administrative Dues Fund. Said Dues Check Off shall be made by the Employer pursuant to an executed written authorization by the employees.

**U.A. LOCAL #246: Fresno**

Each Employer performing work under the terms of this Agreement in the area of United Association Local Union No. 246 shall deduct fifty cents (\$.50) per hour for Journeymen and twenty-five cents (\$.25) per hour for Helpers, from the hourly wage rate for each hour worked by each employee employed on work covered by this Agreement for working dues. Said sum shall be due and payable monthly as required by Article XIX (Health & Welfare, Pension, Vacation & Holiday, Journeyman Training, and International Training Funds) of this Agreement, and payable directly to Local Union #246 by the 15<sup>th</sup> day of the month following the month in which the wages, from which the Dues Check Off was deducted, were due and payable. Said Dues Check Off shall be paid by the Employer pursuant to an executed written authorization executed by the employees.

**ARTICLE XXV -- COMMITTEE ON DRUGS, ALCOHOL,  
SAFETY AND HEALTH**

Drug, alcohol, safety and health program for those who work under the California Shortline Agreement as agreed upon by the Joint Committee.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1<sup>st</sup> day of January, 2000.

\_\_\_\_\_  
**ASSOCIATED GENERAL  
CONTRACTORS, INC.**

\_\_\_\_\_  
**John Budzinski  
UNITED ASSOCIATION**

\_\_\_\_\_  
**PIPELINE CONTRACTORS  
ASSOCIATION OF CALIFORNIA**

\_\_\_\_\_  
**Bob Jennings  
U.A. LOCAL UNION #246**

\_\_\_\_\_  
**DOTY BROS. EQUIPMENT CO.**

\_\_\_\_\_  
**Larry Blevins  
U.A. LOCAL UNION #342**

\_\_\_\_\_  
**VALLEY ENGINEERS, INC.**

\_\_\_\_\_  
**Eddie Barnes  
U.A. LOCAL UNION #250**

\_\_\_\_\_  
**S.E. PIPELINE CONST. CO.**

\_\_\_\_\_  
**John Hammond  
U.A. LOCAL UNION #460**

\_\_\_\_\_  
**ARB, INC.**

# APPENDIX A

## LOCAL UNION #342 OAKLAND, CALIFORNIA EFFECTIVE 5/01/03

CLASSIFICATION	TAXABLE WAGES AND BENEFITS:			FRINGE BENEFIT CONTRIBUTIONS:						TOTAL NON-TXBL	TOTAL PKG
	Hourly Wages		TOTAL TXBL	Pension			Training				
	Wage	DCO		Benefit	401 (A)	H & W	RB	App	Nat'l		
Foreman	\$34.00	\$1.79	\$35.79	\$3.29	\$1.50	\$5.20	\$2.30	\$0.75	\$0.05	\$13.09	\$48.88
Journeyman	30.91	1.63	32.54	3.29	1.50	5.20	2.30	0.75	0.05	13.09	45.63
Helper	16.86	0.34	17.20	2.49	0.75	4.45	1.35	0.21	0.05	9.30	26.50
Pre-Helper	17.45		17.45	0.00		0.00		0.00	0.00	0.00	17.45

Note: Dues Check Off to be deducted from the gross wages providing employee has signed a valid authorization.  
 Nat'l Training Fund \$.08 over and above fringes.  
 Travel Pay: \$.36 per mile @ beginning and end per IRS current rate for current year  
 Fringes paid on hours worked (@ straight time)  
 Dues Check Off to be paid in monthly, @ straight time, time & one-half, and double time.  
 401a Supp Pension paid @ straight time, time & one-half, and double time. 401a excluded for all tax purposes.

## LOCAL UNION 409 KERN, INYO & MONO COUNTIES, CALIFORNIA EFFECTIVE 5/01/03

CLASSIFICATION	TAXABLE WAGES AND BENEFITS:			FRINGE BENEFIT CONTRIBUTIONS:						TOTAL NON-TXBL	TOTAL PKG	P.R. DED: Dues Ck Off		
	Hourly Wages		TOTAL TXBL	Pension			Training		Ret X-Mas				PIPE	
	Wage	DCO		Def Bene	Nat'l	H & W	App	Nat'l						
Foreman	\$38.09		\$38.09	\$3.56		\$2.00	\$4.27	\$0.42	\$0.05	\$0.50	\$0.20	\$11.00	\$49.09	\$1.19
Journeyman	34.63		34.63	3.56		2.00	4.27	0.42	0.05	0.50	0.20	11.00	45.63	1.19
Helper	16.62		16.62	3.56		1.25	4.27	0.42	0.05	0.18	0.15	9.88	26.50	1.19
Pre-Helper	11.26		11.26	0.00		0.00	4.27	0.42	0.00	0.00	0.00	4.69	15.95	1.19

Note: Dues Check Off to be deducted from the gross wages providing employee has signed a valid authorization.  
 Nat'l Training Fund \$.08 over and above fringes.  
 Travel Pay: \$.36 per mile @ beginning and end per IRS current rate for current year

## LOCAL UNION #250 LOS ANGELES, CALIFORNIA EFFECTIVE 5/01/03

CLASSIFICATION	TAXABLE WAGES AND BENEFITS:				FRINGE BENEFIT CONTRIBUTIONS:						TOTAL NON-TXBL	TOTAL PKG	P.R. DED: Dues Ck Off	
	Hourly Wages			TOTAL TXBL	Pension			Training		Ret X-Mas				PIPE
	Wage	DCO	Vac.		FBC	Nat'l	H & W	App	Nat'l					
Foreman	\$34.20	\$0.54	\$3.37	\$38.11	\$3.56	\$1.75	\$4.27	\$0.35	\$0.05	\$0.50	\$0.25	\$10.73	\$48.84	\$0.54
Journeyman	31.09	0.54	3.27	34.90	3.56	1.75	4.27	0.35	0.05	0.50	0.25	10.73	45.63	0.54
Helper	17.40	0.25	1.25	18.90	1.96	1.25	4.27	0.05	0.05	0.00	0.02	7.60	26.50	0.25
Pre-Helper	11.68	0.25	0.00	11.93	0.00		4.02	0.00	0.05	0.00	0.00	4.07	16.00	0.25

Note: Dues Check Off to be deducted from the gross wages providing employee has signed a valid authorization.  
 Nat'l Training Fund \$.08 over and above fringes.  
 Travel Pay: \$.38 per mile @ beginning and end per IRS current rate for current year  
 FBC abbreviation for Fringe Benefit Contributions for Local Pension  
 401 K available to members wishing to participate thru So. Ca. Pipe Trades Admin. Corp.

## LOCAL UNION #246 FRESNO, CALIFORNIA EFFECTIVE 5/01/03

CLASSIFICATION	TAXABLE WAGES AND BENEFITS:				FRINGE BENEFIT CONTRIBUTIONS:						TOTAL NON-TXBL	TOTAL PKG	P.R. DED: Dues Ck Off
	Hourly Wages			TOTAL TXBL	Pens.	H & W	Training		Jt. Lab. Hiring Mngmt.	Hall			
	Wage	DCO	Vac.				App	Nat'l					
Foreman	\$35.23	\$0.50	\$0.00	\$35.73	\$5.36	\$5.88	\$0.60	\$0.05	\$0.70	\$0.51	\$13.10	\$48.83	\$0.50
Journeyman	32.03	0.50	0.00	32.53	5.36	5.88	0.60	0.05	0.70	0.51	13.10	45.63	0.50
Helper	17.98	0.25	0.00	18.23	3.41	3.00	0.60	0.05	0.70	0.51	8.27	26.50	0.25

Note: Dues Check Off to be paid directly into L.U. 246  
 Nat'l Training Fund \$.08 over and above fringes.  
 Travel Pay: \$.38 per mile @ beginning and end per IRS current rate for current year



# APPENDIX B

## Decision No. 1

Because a controversy has arisen throughout the Pipeline Construction Industry as to the proper manning of hydrostatic testing of pipelines, the question was referred to the Policy Committee for decision. Having considered the claims and respective interest of all parties involved, the policy Committee has decided that on all hydrostatic testing of pipe lines throughout the United States:

1. The installation of temporary lines other than flexible lines shall be handled by the U.A.
2. The installation of flexible lines shall be handled by the Operating Engineer.
3. The operation of pumps, gauges and dead weights shall be handled by the Operating Engineers.
4. The fabrication and installation of manifolds and valves shall be done by the U.A., the attachment of the flexible lines shall be done by the Operating Engineer.
5. Nothing herein is intended to affect in any of the work ordinarily and customarily done by the Laborers and the Teamsters.

To certify which we have affixed our signatures this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

### **POLICY COMMITTEE:**

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX C**  
Letter Agreement  
Regarding Welding Rig  
Rentals in Connection with  
Work Performed by Bargaining Unit  
Employees Pursuant to the California  
Shortline Agreement

The parties to the California Shortline Agreement, the Pipeline Contractors Association of California (for or on behalf of their signatory members) and U.A. Locals 250, 409, 246 and 342 agree that in connection with the administration and application of the California Shortline Agreement, effective by its terms from May 1, 2003 to and including April 30, 2006, that:

1. It shall not be a condition of employment of employees employed to perform work covered by the California Shortline Agreement for contractors signatory or bound thereto to provide their own welding rigs.
2. The Internal Revenue Service has determined that welding rigs are, in essence, "tools of the trade" of employees employed to perform work of the type covered by the California Shortline Agreement. Consequently, the Internal Revenue Service has determined that payments made to employees by contractors on account of such employees supplying their own welding rigs to perform such work are to be regarded as either (a) reimbursement of employee expenses, or (b) compensation for services rendered to the employer.
3. For such payments to qualify as non taxable reimbursement of expenses, payments to employees for use of their own welding rigs must conform to Internal Revenue Service guidelines detailing an "accountable plan" for payments in connection with the use of employee supplied welding rigs. The most recent such guidelines are set forth in Revenue Procedure 2002-41 issued on May 23, 2002.

4. The parties hereto agree that in order to avoid treatment of payments made to employees as taxable compensation, employers subject to the California Shortline Agreement shall pay to employees supplying welding rigs an amount within the expense reimbursement guidelines "deemed substantiated" pursuant to Revenue Procedure 2002-41.

5. The parties further agree, that employers shall increase the hourly expense reimbursement for welding rigs to stay within any new maximum hourly expense reimbursement guidelines "deemed substantiated" by IRS should IRS modify the expense reimbursement guidelines contained in Rev. Proc. 2002-41 at any time or times during the term of the California Shortline Agreement.

This Letter Agreement shall remain in full force and effect during the term of the 2003-2006 California Shortline Agreement and shall apply to any renewal thereof unless cancelled by mutual agreement, in writing, of the parties to the California Shortline Agreement.

## INDEX

<u>TITLE</u>	<u>PAGE #</u>	<u>ART.</u>	<u>SEC.</u>
<u>CALIFORNIA SHORTLINE AGREEMENT</u>	1		
<u>CLASSIFICATIONS AND HOURLY WAGE RATES</u>	23	XXIV	
U.A. Local #409	23		
U.A. Local #342	23		
U.A. Local #250	24		
U.A. Local #246	24		
<u>COMMITTEE ON DRUGS, ALCOHOL, SAFETY AND HEALTH</u>	24	XXV	
<u>CONFLICTING CONTRACTS AND GENDER REFERENCES</u>	21	XX	
<u>CONTRACTORS COVERED</u>	3	II	
<u>EFFECTIVE AND TERMINATION DATES</u>	22	XXIII	
<u>EMPLOYMENT PROCEDURE</u>	7	VI	
Use and Transfer of Original Crews	9		606
Right of Union to Request Information About Locations of Jobs	9		607
<u>EQUALITY OF TREATMENT OF CONTRACTORS</u>	21	XXI	
<u>FOREMAN</u>	18	XVII	
<u>GRIEVANCE PROCEDURE</u>	10	VII	
Organization and Functions of Joint Conference Board	10		701
Timeliness	10		701.1.1
Organization and Functions of Hiring Grievance Committee	12		702
<u>HEALTH &amp; WELFARE, PENSION, JOURNEYMAN TRAINING, VACATION &amp; HOLIDAY, AND INT'L TRAINING FUND OBLIGATION</u>	19	XIX	
Health & Welfare	19		1901
Pension	19		1902
Journeyman Training	19		1903
Vacation & Holiday	19		1904
International Training Fund Obligation	20		1907
<u>HELPERS</u>	16	XV	
<u>HIRING OF PERSONNEL</u>	4	IV	
Manning	6		411
Bending Crew	6		411 (b)
Lineup Crew	6		411 (c)
Back Welding	7		411 (d)

## INDEX - cont'd.

<u>TITLE</u>	<u>PAGE #</u>	<u>ART.</u>	<u>SEC.</u>
<u>HOLIDAYS</u>	14	XI	
<u>HOURS OF WORK - SHIFT</u>	13	IX	
Single Shift Operations	13		901
Multiple Shift Jobs	13		902
Changing Starting or Quitting Time by Mutual Consent	13		903
<u>HYDROSTATIC TESTING (Decision 1)</u>	27	APP. B	
<u>JURISDICTIONAL DISPUTES</u>	13	VIII	
<u>OVERTIME</u>	14	X	
<u>PAYMENT OF WAGES</u>	16	XIII	
<u>PROTECTION OF CONTRACTORS AGAINST STRIKES</u>	7	V	
<u>RECOGNITION OF THE UNION AS COLLECTIVE BARGAINING REPRESENTATIVE</u>	4	III	
<u>REPORTING TIME</u>	15	XII	
<u>STEWARDS</u>	17	XVI	
<u>TRAVEL PAY AND STAND-BY PAY</u>	18	XVIII	
<u>UNION'S RIGHT TO CHECK JOB SITE OPERATIONS</u>	22	XXII	
<u>WAGE RATES &amp; FRINGE BENEFITS</u>	26	APP. A	
U.A. Local #409	26		
U.A. Local #342	26		
U.A. Local #250	26		
U.A. Local #246	26		
<u>WELDING RIG RENTALS</u>	28	APP. C	
<u>WELDING TEST</u>	16	XIV	
<u>WORK COVERED</u>	1	I	

