STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

BOILERMAKER (FOR PIPELINES)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

Changes to the Boilermaker Pipeline/Commercial Agreement As Negotiated the 11th of June, 2003

We, the undersigned, agree, this date that the current pipeline contract will be extended, in its entirety for 1 year, commencing July 1, 2003 through June 30, 2004, with the exception of the following:

1. Commencing July 1, 2003, the wage rate will increase $1.53 per hour.
2. The Contractors agree to full maintenance of benefits.
3. Field dues will increase from 4½ to 5%.

For The Employer:

Jim Accomazzo Accomazzo Welding

Mike Dean Dean's Welding

Larry Jansen ARB

For The Union:

Joseph Stinger Western States IVP

Edward J. Marquez BMST Local 92

June 17th 2003
Date

RECEIVED
Department of Industrial Relations
FEB 04 2004
Div. of Labor Statistics & Research
Chief's Office

BOILERMAKER PIPELINE/COMMERCIAL AGREEMENT
between
BOILERMAKER EMPLOYERS
and
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

This Agreement entered into this 1st day of December 1997, by and between the signatory Employers, hereinafter referred to as the Contractors or Employers; and, the International Brotherhood of Boilermakers, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, hereinafter referred to as the Union or Local Union respectfully.

PURPOSE

The Contractors are engaged in construction work in Southern California and Southern Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

ARTICLE 1

General Provisions

Art.1(A) DEFINITIONS:

Art.1(A)(1) The term "Contractor" or "Employer," as used herein, shall refer to an Employer bound by this Agreement.

Art.1(A)(2) The term "Union," as used herein, shall refer to the International Brotherhood of Boilermakers and the term "Local Union" shall refer to its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement.

Art.1(A)(3) The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

Art.1(A)(4) The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

Art.1(A)(5) The term "Superintendent" as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.

Art.1(A)(6) All personal nouns and pronouns refer to the male and female gender.

Art.1(B) COVERAGE

Art.1(B)(1) This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders, Construction Managers, and to Owner-Operators to the extent permitted by law. Such employees and construction work are respectively defined hereafter in

ARTICLE 16

Holidays, Payment of Wages, Meal Periods

Art.16(A) Holidays

The following holidays shall be observed on the date designated by Federal Law: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

Art.16(B) Payment of Wages

Art.16(B)(1) All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

Art.16(B)(2) When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

Art.16(B)(3) An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

Art.16(B)(4) If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

Art.16(B)(5) When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

Art.16(B)(6) The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for worker's compensation benefits.

Art.16(B)(7) When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

Art.16(C) Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the time and one-half hour rate (1 1/2), in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he shall be entitled to a one-half (1/2) hour

Changes to the Boilermaker Pipeline/Commercial Agreement
As negotiated the 21st of June, 2000

The negotiating parties agree that at midnight July 1, 2000, the following changes to the Boilermaker Pipeline/Commercial Agreement will go into full effect:

Term: Three (3) year Agreement - July 1, 2000 through June 30, 2003

Wages: $1.50 - July 1,2000
$2.00 - July 1,2001
$2.00 - July 1,2002

Both parties agree that the employer will maintain the current employee benefit(s) level and, in addition, will pay any and all increase(s) in the benefit(s) contribution rate(s), over the life of this agreement.

Commencing July 1, 2000, field dues will be adjusted to 4 1/2% (a 1% increase) taken from the employees weekly gross, and remitted to lodge 92 on a monthly basis. An additional adjustment may occur in the second year of the contract, July 1, 2001, at the Union's discretion.

For The Employer:

Jim Accomazzo — Accomazzo Welding

Mike Dean — Dean's Welding

Larry Jansen — ARB

For The Union:

Don Lacefield — Boilermaker IVP

Edward J. Marquez — BMST L-92

Date June 30, 00