STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE 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

meal period at the end of the three (3) hours without loss of pay and an additional half (1/2) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (1/2) hour at the time and one-half hour rate. Meal periods may be staggered to meet job requirements.

ARTICLE 17

Safety, Rest Periods, Parking, Drinking Water, Job site Transportation, Signing of Documents

Art.17(A) Safety

The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the job site.

Art.17(A)(1) An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

Art.17(A)(2) The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions are responsible for such implementation or maintenance.

Art.17(B) Rest Periods

Art.17(B)(1) Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

Art.17(B)(2) If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

Art.17(C) Parking

in the event free parking facilities are not available within three hundred and fifty (350) yards of a job site, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

Art.17(D) Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California and Nevada State Law.

Art.17(E) Job site Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the job site to the place of their "work", this transportation shall be equipped with seats and handrails.

Art.18(H) Emergencies

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

Art.18(I) Subsistence

Art.18(I)(1) In the subsistence area, as herein defined in Attachment #2 subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars ($30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

Art.18(I)(2) An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

Art.18(I)(3) No subsistence need be furnished or paid in the following instances:

Art.18(I)(3)(a) When the work performed on the job or project is located within the free zone designated in Attachment #2.

Art.18(I)(3)(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

Art.18(I)(4) Subsistence shall be paid at the rate of thirty-two dollars ($32.00) per scheduled workday in the Counties of Inyo and Mono including Trona designated in Attachment #2.

Art.18(I)(5) Subsistence as provided in Art.18(I)(1) hereof shall be paid on jobs on the following off shore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock San	Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

Art.18(I)(5)(a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

Art.18(I)(6) In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

Art.18(J) Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the job site and from job to job and return. However, employees who voluntarily report to a point for free transportation to the job site will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to job site and from job site to debarkation regardless of made of transportation, which transportation shall be at the Contractor expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

Art.18(K) Workmen referred under Article 3 to the Contractor job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS 1-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall

not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

Art.18(L) Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the boilermakers overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

Art.18(M)(1) Any workman or 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 stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or 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, he shall receive not less than a full days pay therefor, unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.

Art.18(N) When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

Art.18(N)(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the job site shall receive two (2) hours' pay and subsistence at the applicable rate.

Art.18(N)(b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

Art.18(O) Safety Measures

Art.18(O)(1) Flagmen shall be entitled to adequate relief for the use of toilet facilities.

Art.18(O)(2) Welders standard hoods and colored glasses accidentally broken on the job shall be replaced by the Contractor.

Art.18(O)(3) Welders shall be furnished suitable welding gloves; sleeves shall be furnished when necessary for welders' protection. Such gloves or sleeves so furnished shall be checked in and out of Employer's tool room in the same manner as tools.

Art.18(O)(4) With the exceptions of welding hoods, gloves and sleeves, Contractor shall furnish all safety equipment required by the Contractor. When foot protection is required, the Contractor may supply exterior toe and/or metatarsal protectors.

Art.18(O)(5) Employees required to work in any area where they are exposed to acids or caustics, shall be provided protective clothing and equipment by the Contractor. Employees shall be reimbursed for personal clothing damaged or destroyed under the above conditions upon presentation of such damaged or destroyed item and for clothing damaged or destroyed by fire or natural disaster occurring at the job site.

Art.18(O)(6) The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the

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

Attachment #2

Subsistence

Refer to Boilermaker Map