

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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San Francisco, CA 94102

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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

14-X-9

**Boilermaker Pipeline/Commercial Agreement
between
Boilermaker Employers
and
The International Brotherhood of Boilermakers**

July 1, 2009 - June 30, 2011

RECEIVED
Department of Industrial Relations

JAN 13 2011

Div. of Labor Statistics & Research
Chief's Office

ARTICLE 17**Safety, Rest Periods, Parking, Drinking Water, Job Site Transportation, Signing of Documents****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(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(I) Subsistence

Art.18(I)(1) As reimbursement for subsistence, the Contractor shall pay the employee forty-five dollars (\$45) per day worked where the job site is more than 70 miles but less than 120 miles from the dispatch point. If the job site is over 120 miles, the daily subsistence amount shall be sixty dollars (\$60) per day worked.

Art.18(I)(2) An employee or workmen 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) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within seventy (70) road miles of the job or project which is located in the subsistence area, no subsistence will be paid.

Art.18(I)(4) In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or 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 for 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 mode of transportation, which transportation shall be at the Contractors 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 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 Boilermaker 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, therefore, 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 welder's 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 Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employees pay check. Upon return of the protective clothing the employee shall be reimbursed in the amount of the deduction.

International Brotherhood of
BOILERMAKERS • IRON SHIP BUILDERS

EDWARD J. MARQUEZ
Business Manager/Secretary Treasurer



Local Lodge 92
BLACKSMITHS • FORGERS & HELPERS

EDWIN R. RICHARDS
President
Business Representative

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Boilermaker Pipeline/Commercial Agreement
between
Boilermaker Employers
and
The International Brotherhood of Boilermakers

Contract Negotiations June 23, 2009

Per Article 12 – Term, Termination and Renewal

The term of this Agreement is July 1, 2009 through June 30, 2011, and from year to year thereafter unless either the Union or the Employer give written notice received by the others not less than sixty (60) days prior to June 30, 2011, of sixty days prior to June 30, of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

For the Union:

Chairman for the Contractors:

Edward J. Marquez
Business Manager

Larry Jansen
ARB Inc.

Mark Thomas
Recording Secretary

ARB

Letter of Understanding regarding the Boilermaker Pipeline/Commercial Agreement, Article 1(B)2.

November 2, 2010

This letter shall serve to document our mutual understanding of Article 1(B)2 of the Boilermaker Pipeline/Commercial Agreement. The Article provides as follows:

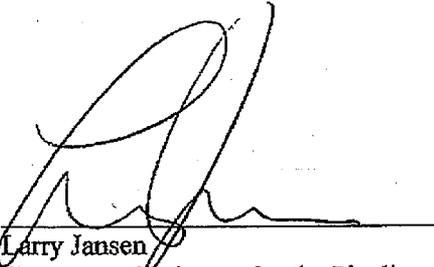
This agreement shall cover general welding, in addition to fitting, welding, riveting, or adhesive/fusion bonding of metallic and nonmetallic sheet or plate fabricated aqueducts and water lines, and such other work coming within the claimed jurisdiction of the Boilermakers Union.

The intent of this Article is to clarify the work covered by the Agreement. This Agreement was intended to be utilized to help the boilermakers and their signatory contractors to more effectively pursue pipeline work by allowing special provisions for pipeline work scopes.

Never have we implied nor intended this contract to be utilized for anything other than the pursuit of pipeline work. All work unrelated to pipeline work shall be pursued utilizing the Boilermakers Western States Articles of Agreement.

This Letter of Understanding is agreed upon by both the Boilermakers Union Local 92 and the Employers/Contractors by signature below.


Ed Marquez
Business Manager, Local 92
International Brotherhood of Boilermakers


Larry Jansen
Contractor Chairman for the Pipeline Agreement and Contractor Chairman for the Western States Articles of Agreement (WFCNC, Inc.)¹

¹Western Field Construction Negotiating Committee, Inc. is the employer/contractor association responsible for negotiating the Western States Articles of Agreement for and on behalf of the employers/contractors.