



TRAVEL AND SUBSISTENCE PROVISION

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

WESTERN STATES ARTICLES OF AGREEMENT

BETWEEN THE

International Brotherhood of
**BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
AFL-CIO**

(Herein referred to as "Union")

and the

SIGNATORY CONTRACTORS

(Herein referred to as "Contractor")

GOVERNING WAGES AND WORKING CONDITIONS
ON ALL FIELD CONSTRUCTION WORK IN
THE STATES OF ALASKA, ARIZONA, CALIFORNIA,
COLORADO, IDAHO, MONTANA, NEW MEXICO, NEVADA,
OREGON, UTAH, WASHINGTON AND WYOMING.

**Effective October 1, 2011
Terminating September 30, 2014**

RECEIVED
7/30/12

ARTICLE 12
TRAVEL EXPENSE AND PER-DIEM
(EXCEPT ALASKA, SEE ARTICLE 31)

Art. 12(a) Per-diem and travel payments provided below are intended to partially reimburse employees for expenses and are not intended to be any form of compensation.

Dispatch points are established as follows:

Alaska	Anchorage
Arizona	Phoenix, Page
California	Pittsburg, Bloomington
Colorado	Denver
Idaho.....	Spokane, Salt Lake City
Montana.....	East Helena
Nevada.....	Pittsburg, Bloomington
New Mexico.....	Phoenix, Page
Oregon.....	Portland
Utah	Salt Lake City
Washington.....	Puyallup, Spokane, Portland
Wyoming.....	Denver, Salt Lake City

Art. 12(b) Per-diem payments will be based on mileage from the city hall of the dispatch city or the home address of the employee, whichever is closer to the job location. The Union agrees to show the home location

on the dispatch slip, and also agrees that the Contractor may ask for an independent verification of such address.

Art. 12(c) Per-diem payments and travel pay shall be paid as follows:

Where the job site is over 120 miles from the dispatch point, employees shall receive the IRS-allowable amount per mile for transportation between such city and the job at the beginning and conclusion of their employment. Such transportation allowance shall be paid based on the most direct main route, plus necessary bridge toll and ferry charges. Such supplementary reimbursement shall not exceed eight (8) times the regular hourly area mechanic's rate.

Art. 12(d) In the event an employee quits for other than immediate compelling personal reasons not reasonably foreseen at time of employment before having been in the employ of the Contractor fifteen (15) calendar days, he shall not be entitled to transportation or travel expense to the job. In the event an employee quits for other than immediate compelling reasons not reasonably foreseen at time of employment or is discharged for just and sufficient cause before having been in the employ of the Contractor sixty (60) calendar days, he shall not be entitled to return transportation or travel expense. Any dispute arising as to

the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

Art. 12(e) As reimbursement for per-diem, the Contractor shall pay the employee fifty-five dollars (\$55) per day worked where the job site is more than 70 miles but less than 120 miles from the dispatch point. If over 120 miles, the daily per-diem amount shall be seventy dollars (\$70) per day worked.

Art. 12(f) Holidays, rain, breakdowns, or any reason the employees are stopped by the Contractor from working, Monday through Friday, will be considered days worked and the per-diem paid. Employees absent from work shall not be paid per-diem for the day absent. When a welder is required to take a test outside the seventy (70) mile zone they shall be reimbursed as follows provided they have demonstrated their competency by previous experience:

per-diem as provided above for the day or days on which the test is taken,

per-diem as provided in Art. 12(f) if applicable, and transportation and travel expense as provided in Art. 12(d).

Art. 12(g) An employee must work the scheduled work day before or the scheduled work

day following a holiday that occurs Monday through Friday, to be entitled to per-diem for the holiday, unless excused. Excused absences will not be unreasonably denied.

Art. 12(h) Employees who leave the job before the end of the shift except for reason beyond their control, such as illness in family, court summons, bona fide illness, etc., shall be paid per-diem for the time actually worked unless they get the permission of a designated Contractor's representative who shall be reasonably available at a designated location. Any dispute arising under the per-diem clause shall be handled as provided in Article 27 and judged on its merits.

Art. 12(i) When employees are instructed to report to a job on a certain day and are not immediately placed at work, they shall be paid reporting pay for the day they report to work and the sum of thirty dollars (\$30.00) per day for each day thereafter until ordered to work or released by the Contractor, in addition to per-diem as above provided. When an employee is temporarily laid off and is requested to stand by until work is available, and if he agrees to do so, he shall be paid thirty dollars (\$30.00) for each day until returned to work or laid off, in addition to per-diem as above provided.

Art. 12(j) Where a job is located two hundred and forty (240) miles or more from the

Dispatch Point, the employee will receive one additional day's per-diem at the start of his work on the job and at the conclusion of his work on the job, provided that payment of such additional day's per-diem under this paragraph shall be subject to the same conditions applicable to transportation and travel expense under Art. 12(e).

Art. 12(k) If an employee suffering an industrial injury outside the seventy (70) mile zone does not receive compensation payments for the first seven (7) days that he is unable to work, his per-diem payments under this Article shall continue for as many days during such seven (7) day period as he is required to remain at or in the vicinity of the job site by the Contractor or by the physician in charge or by the state commission having jurisdiction. In those states where the payment of compensation during such seven (7) day period is dependent upon the duration of an employee's period of disability, the Contractor may delay the payments called for under this paragraph until it has been ascertained whether compensation payments will be received for some or all of such seven (7) day period.

Art. 12(l) The Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

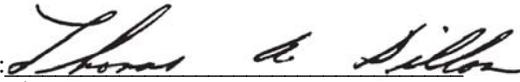
Art. 12(n) Other unusual circumstances of a purely local nature shall be mutually arranged between the Contractor and the Union's Business Manager.

By their signatures hereto, the undersigned Contractor and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2011 through Sept. 30, 2014. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Contractor receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

For the Contractor:

By: 
Larry Jansen, ARB, Inc.
Contractor Chairman

By: 
Dave Pavlik,
Babcock & Wilcox Construction Co., Inc.
Contractor Co-Chairman

By: 
Thomas A. Dillon, CMTA
Contractor Secretary

For the Union:

By: 
Newton B. Jones, International President

By: 
J. Tom Baca, International Vice President
Union Chairman

By: 
Gary Powers, International Representative
Union Secretary