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

GRAY DAVIS, *GOVERNOR*

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

SCOPE OF WORK PROVISION

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

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

..s Agreement in the area known as Southern California and Southern Nevada. For Southern California: Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, San Diego and in addition, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. For Southern Nevada: The counties encompassing the mutual jurisdiction of Laborers' Local Union 872, and Boilermaker Locals' 92 and 549.

Art.1(B)(2) 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.

Art.1(C) Warranty Work and Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

Art.1(D) New Technology, Materials, Processes, etc.

Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

ARTICLE 2

Union Recognition

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.

ARTICLE 3

Art.3(A) Dispatching Procedures, Hiring Hall Provisions

Art.3(A)(1) The selection of applicants for dispatch to jobs shall be on a non-discriminatory 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 or obligation of Union membership, policies or requirements. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:

Art.3(A)(2) The Local unions will establish, specifically for this Agreement, a pipeline/commercial out-of-work list for welders who have been recommended by the Employer. The employer agrees to establish training classes, to be determined with mutual agreement of the International union and Local unions. Journeyman "A" boilermaker welders who successfully complete the training program, to the Employer's satisfaction, shall have priority referral by name from the regularly established Journeyman "A" out-of-work list.

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