

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK 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**

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 new installed equipment or machinery will not be subject to this Agreement when such repair are made by the manufacturer thereof or his agents or employees pursuant to the terms of the warranty and the Union will not hamper such manufacturer or his agents or employees in their work.

Language change

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

Whenever any work covered by this Agreement is to be eliminated or modified by the use of a new machine, mechanized process, new or different materials, or new or different method or technology, 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 the 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.

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

2260 South Riverside Avenue • Bloomington, California 92316 • (909) 877-9382 • Fax (909) 877-8318

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

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

November 2, 2010

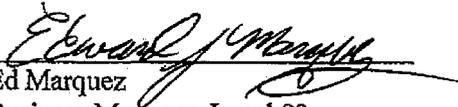
This letter shall serve to document our mutual understanding of Article 1(B)2 of the Boilermaker Pipeline/Commercial Agreement. The Article provides as follows:

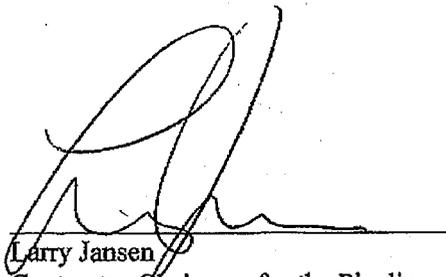
This agreement shall cover general welding, in addition to fitting, welding, riveting, or adhesive/fusion bonding of metallic and nonmetallic sheet or plate fabricated aqueducts and water lines, and such other work coming within the claimed jurisdiction of the Boilermakers Union.

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.