

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

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COMMISSION

In the Matter of:

JOINT APPLICATION OF LOUISVILLE GAS)
AND ELECTRIC COMPANY AND KENTUCKY)
UTILITIES COMPANY FOR A CERTIFICATE)
OF PUBLIC CONVENIENCE AND NECESSITY,)
AND A SITE COMPATIBILITY CERTIFICATE,)
FOR THE EXPANSION OF THE TRIMBLE)
COUNTY GENERATING STATION)

CASE NO.: 2004-00507

IBEW AND TRADES COUNCIL ANSWERS TO
LOUISVILLE GAS AND ELECTRIC COMPANY AND
KENTUCKY UTILITIES COMPANY DATA REQUESTS

Come the Intervenors, Greater Louisville Building and Construction Trades Council (Trades Council) and International Brotherhood of Electrical Workers, Local 2100 (IBEW), and for their answers to LG&E and KU's data requests, state as follows:

1. What is the purpose of the testimony of Larry L. Roberts ("Mr. Roberts")?

ANSWER: The testimony of Mr. Roberts has the primary purpose of exposing to public scrutiny LG&E/KU contracting practices which are irresponsible and which do not serve the public interest with which the PSC is charged to protect. The testimony has the further purpose of demonstrating to the PSC how it has been an unwitting partner to fiscally irresponsible decisions by LG&E/KU by blessing contracting practices which undermine economic development efforts in the Commonwealth, tax rate payers for construction costs that subsidize non-union out of state workers and rob local workers of local jobs. Mr. Roberts' testimony brings to light the reality of such pernicious practices by demonstrating that LG&E/KU, in Case 2000-112, purposefully selected a contractor that had the stated objective of utilizing out of state workers, and to further demonstrate to the Commission that LG&E/KU is presently following the exact same model of decision making in the award of construction contracts for TC2. Mr. Roberts' testimony is designed to demonstrate that without PSC supervision, LG&E/KU will continue rogue contracting

practices that do tangible injury to the Commonwealth, as well as rate payers, by denying local jobs for local workers.

Mr. Roberts' testimony has the further purpose of:

- (1) Demonstrating the impact of loss of local jobs for local workers on the state's ability to maintain and develop a highly trained cadre of skilled craftsmen, in order for the state to remain competitive;
- (2) Demonstrate the social implications of permitting contracting practices which undermine wages, health and retirement benefits for rate payers/citizens;
- (3) Demonstrate the irony of importing migrant labor, which deprives local workers of local jobs, and requiring rate payers to underwrite such practices;
- (4) To demonstrate the capacity of the Trades Council to produce qualified workers to insure on time, safe, quality construction.

2. In page one of this testimony, Mr. Roberts refers to work done with Cinergy, East Kentucky Power, TVA and utilities in Western Kentucky, including some current projects, under the "auspices" of a project labor agreement ("PLA"). For each such project within the last seven (7) years, including any ongoing project:

- a. Produce a copy of the PLA;
- b. Provide the estimated or budgeted project labor rates without the PLA and the actual costs with the PLA; and
- c. List the number of Kentucky workers and the number of non-Kentucky workers utilized or employed.

ANSWER: (a) A copy of PLAs are produced.

- (b) Neither the State Council or affiliates have access to that information.
- (c) The State Council does not maintain this data, nor is it collected and retained at the level of the area Councils. Nevertheless, efforts are being made to compile

necessary data from each of the participating Council Unions. This answer will be supplemented, to the extent possible, when the information is available.

3. On what basis does Mr. Roberts claim that Kentucky State Building and Construction Trades Council (“State Trades Council”) is the “primary organization in the state that takes the responsibility for insuring that Kentucky has a well qualified, properly trained and skilled workforce in place to meet the needs of sophisticated major construction?”

a. Please provide all references and documents which support that claim.

ANSWER: Mr. Roberts testimony – that the Kentucky State Building and Construction Trades Council is the primary organization that represents all of the unions with apprentice programs that produce a qualified, trained and skilled work force – is justified in that it is collectively the largest, most extensive organization in the state dedicated exclusively to the recruitment, training, certification, retention and professional improvement of skilled craft employees. No other organization is more successful in a state wide mission of providing workers that are uniformly trained, skilled and up to date on technology and safety issues. Representing approximately 35,000 Kentucky workers, the State Trades Council and affiliates are involved in joint industry panels and committees, and engaged in the legislative process to develop necessary regulatory and certification standards. A 1997 study, comparing union and non-union apprentice training programs in Kentucky, demonstrated that although there were nearly five times more non-union apprentice programs than union programs, the number of people actually trained, graduated, retained by the union programs were more than double those of the non-union program. The number of apprentices achieving journeyman status was three times more for the union programs than the non-union combined. The report also demonstrated that the number of minority apprentices were more than double in union programs versus non-union. Similarly, a 2005 study comparing union – non-union success rates in Kentucky demonstrated that non-union programs only graduated 21 % of those enrolled, with no craft graduating even one-third of its apprentices.

a. Attached are the following: (1) A Final Report on Associated Builders and Contractors Apprenticeship Training: Flawed and Failing Programs; (2) Apprentice Training in Kentucky: A Comparison of Union and Non-Union Programs in the Building Trades; (3) The Builder: Building Trades Report Uncovers Failures of ABC Apprenticeship Programs.

4. Will the State Trades Council permit Kentucky union workers to be directly hired by a selected Engineering Procurement and Construction (“EPC”) bidder for TC2 if no PLA is entered into by KU and LG&E? If not, explain in detail why not?

ANSWER: The State Trades Council, nor any of its affiliate Trades Councils, has any regulation or membership requirement that prohibits its members from working on construction projects that are not covered by a project labor agreement.

5. If there are not enough qualified Kentucky union workers to meet the project schedule and needs of TC2, will the State Trades Council bring in workers from out of state to meet the needs of the project? Please explain the answer.

ANSWER: Yes. One of the benefits of a project labor agreement is that in the rare event where workers from Kentucky locals are unable to fill 100% of manpower needs, cooperative relationships between Trades Councils in other states permit drawing upon additional resources to provide qualified workers to back fill any positions. Workers are sometime drawn from Southern Indiana and Southern Ohio.

6. Does the Trades Council possess any information that the Peabody project described on page 6 of Mr. Roberts’ testimony was “shelved” because of the use of imported” workers? If so, provide all such information, including the production of any documents evidencing same.

ANSWER: No.

7. On what basis does Mr. Roberts claim, on page 3 of his testimony, that a PLA allows full utilization of “all of the Kentucky craft resources available?”

a. Please provide all references and documents which support that claim.

ANSWER: Primary emphasis is placed by affiliated Trades Councils of employing local workers for local jobs. It is the responsibility of each individual union local to provide the necessary craft manpower for a specific project. For example, if Local 369 of the International Brotherhood of Electrical Workers, in Louisville, exhausted its membership roster for available work, it would coordinate with other IBEW locals in eastern, western and northern Kentucky to supply sufficient electricians. Through this process, employees across the state have the best opportunities at securing available work.

a. None.

8. Provide all information, including documents evidencing same, which establishes that the use of a PLA increases the utilization of Kentucky craft resources over that utilization for the same project without a PLA.

ANSWER: With regard to these proceedings, the comparison is between a contractor that commits to fully utilize Kentucky employees, through a PLA, as opposed to a contractor that commits to use migrant labor as a cost cutting strategy. The documentary evidence of this would be the RFPs from Case No. 2000-112, Application of KU and LG&E for Certificate of Public Convenience and Necessity to Construct Selective Catalytic Production Controlled Technologies, which is referenced in Mr. Roberts' testimony. As demonstrated in Roberts' testimony, the issue is controlled by LG&E's selection of a contractor. One contractor promotes a nationwide roster of available labor resources, while another promises to coordinate with local labor to insure staffing of the project. A PLA, which would be executed between LG&E and the Greater Louisville Trades Council, would insure that primary job opportunities are first filled from the memberships of Kentucky local unions. Without a PLA, a contractor is free to import migrant labor from the cheapest source, without paying health insurance or retirement benefits. As demonstrated from the studies produced in question 3, the majority of qualified workers and journeymen are the product of union training programs and members in union locals.

9. Provide all evidence which supports Mr. Roberts' claim, on page 7 of his testimony, that the referenced construction projects left "many skilled Kentucky craftsmen idle while the work was being performed over several years."

ANSWER: Since Trades Councils were rejected as labor resources by these projects, they are not in possession of empirical data. The experience of affected various local unions demonstrated high rates of idle workers, as well as workers traveling out of jurisdiction to find work, during the period in which these projects were being constructed. Firsthand observation of the number of out of state license plates on cars used by construction workers was also persuasive. The Trades Council has solicited reports on this issue from its various member unions, and will supplement this response when received.

10. Please state whether Mr. Roberts has performed a study or analysis which supports his answer to the second question on page 3 of his testimony which states that Kentucky labor and craft resources are sufficient to complete the TC2 project on time and on budget.

- a. If such a study has been performed, please provide such study or analysis and any and all documents relating to same.

ANSWER: No study or analysis has been performed. Yet recent experience of Kentucky Trades Councils demonstrate their ability to marshal sufficient labor resources to insure on time/on budget/safe construction. These goals were achieved in the 1 billion dollar UPS expansion, the completion of the Spurlock Generating Station in April 2004 for Eastern Kentucky Power, the completion of the Churchill Downs expansion and the current work at McAlpine Locks on the Ohio River, which is on schedule and on budget.

In Case No. 2000-112, Application of Kentucky Utilities Company and LG&E for Certificate of Public Convenience and Necessity to Construct Selective Catalytic Reduction Control Technologies, one of the RFP general contractor responses, which favored the use of local

union labor, specifically estimated available labor resources and concluded “with confidence” that there was sufficient skilled craft workers to support construction on LG&E scrubber projects.¹

11. Please state whether Mr. Roberts has performed any studies or analyses that supports the position stated in his answer to the first question on page 4 of his testimony that Kentucky workers have been adversely impacted by the use of out of state employees. If so, please provide any such studies or analyses and any and all documents relating to same.

ANSWER: No

12. Please state whether Mr. Roberts has performed any studies or analyses that support his answer to the second question on page 4 of his testimony regarding the economic impact of the use of out of state employees on major Kentucky construction projects. If so, please provide any such studies or analyses and any and all documents relating to same.

ANSWER: No

13. On page 4 of his testimony, Mr. Roberts states, “We have seen situations where qualified craft workers are drawing unemployment benefits while out of state workers perform construction in their backyards.” With respect to that testimony, please provide all details of such situations, including, but not limited to:

- a. The identity of the construction project.
- b. The time and date;
- c. The location;
- d. The type of labor involved; and
- e. All documents that support the statement.

ANSWER: Trades Council efforts to secure local jobs for local workers were rejected for the Thoroughbred Project at Peabody Coal, the Henderson Generating Station Project and LG&E regarding work on scrubbers at various sites. These have been the primary examples where contractors – including one of the major contenders for the present TC2 Plant – have utilized

¹This RFP was referred to as Contractor B in Intervenors’ Motion to Reconsider, page 7.

significant migrant resources to undercut the bidding process and deprive local workers of local jobs.

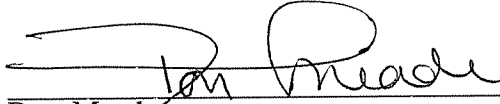
14. On page 4 of his testimony, Mr. Roberts states, "We have seen situations where efforts by our local councils to deal with out of state contractors have been rebuffed, with a refusal to consider the use of local labor resources." With respect to that testimony, please provide all details of such situations, including, but not limited to:

- a. The identity of the construction project;
- b. The identity of the out of state contractors in each instance;
- c. The time and date;
- d. The location;
- e. The type of labor involved; and
- f. All documents that support the statement.

ANSWER: See Answer to 13.

Respectfully submitted,


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CERTIFICATE OF SERVICE

It is hereby certified that on the 20 day of May, 2005, an original and 10 copies of the foregoing motion was mailed to the Public Service Commission, P. O. Box 615, 211 Sower Blvd., Frankfort, KY 40602-0615, and a true copy thereof was mailed to the attached service list.



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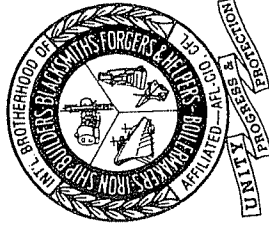
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INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS



NATIONAL POWER GENERATION MAINTENANCE AGREEMENT

Revised 1996



**NATIONAL POWER GENERATION
MAINTENANCE AGREEMENT**

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**NATIONAL POWER GENERATION
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this _____ day of _____, 20____, by and between

_____ (Employer)
of _____ (City) _____ (State)

(hereinafter referred to as the Employer) and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO (hereinafter referred to as the Union), for the purpose of Maintenance, Repair, and Renovation Work in various plants wherein the Employer works.

**ARTICLE I
Recognition**

1. The bargaining unit under this Agreement shall comprise the Union in behalf of the Boiler-maker Employees of the Employer, now employed and employed in the future for maintenance, repair, replacement and renovation in various plants within the geographical jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and

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Helpers, AFL-CIO. This Agreement does not apply to General Superintendents, Superintendent, Assistant Superintendents, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

2. It is agreed between the Union and the Employer that this Agreement is applicable to maintenance, repair, replacement and renovation work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. It is further agreed that should the plant owner also award work to the Employer that is within the recognized and traditional jurisdiction of another union with which the Employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with Agreements and Decisions of Record, attested Agreements, established trade practice, or prevailing area practice.

3. The Employer is required to conduct a pre-job conference, including craft work assignments, for each project performed under the National Maintenance Agreement. It is the responsibility of the Employer to notify the appropriate Building

Trades Council having jurisdiction, as well as all International Unions with which it is party to a National Power Generation Maintenance Agreement of the time and place of the pre-job conference. A pre-job conference outline can be obtained from the NMAPC office and/or any participating International Union. Failure to comply with this section is a violation of this Agreement.

4. For short-term (less than 5 working days) or weekend projects, the Employer may contact the appropriate crafts via telephone, FAX and/or other electronic means, regarding work assignments. For projects of longer duration, the Employer shall convene a pre-job conference, upon sufficient notice so that all appropriate crafts have an opportunity to participate.

5. During the existence of the National Power Generation Maintenance Agreement, there shall be no strikes, lock outs, work stoppages, or picketing arising out of any jurisdictional dispute. Work will continue as originally assigned, pending resolution of the dispute.

6. Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by the Agreement, all signatory

Unions and all signatory Employers stipulate that they will abide by the following procedures for the resolution of jurisdictional disputes. A party challenging an assignment shall notify all affected parties, i.e. Unions and Employer as well as the NMAPC office, by telegram or FAX, within two (2) days of the time that a dispute occurs at the local level. All disputes involving craft work assignments shall be referred to the International Unions with which the local unions are affiliated and they and the Employer shall have the opportunity to resolve the dispute.

7. Should the International Unions and the Employer fail to resolve the dispute within five (5) work days from the date they were notified of the dispute, then the matter shall be referred by telegram or FAX by any International Union or Employer directly involved in the dispute for arbitration to the Permanent Umpire, designated by the NMAPC, to resolve jurisdictional disputes under this procedure.

8. The Umpire will set and hold a hearing within seven (7) days of the referral to him. The Umpire shall notify the Employer and the appropriate International Unions by telegram or FAX of the place and time chosen for the hearing. A failure of any

party or parties to attend said hearing without good cause, as determined by the Umpire, shall not delay the hearing or issuance of a decision by the Umpire. The time period set forth herein can be extended by mutual agreement of the parties in writing.

9. The Umpire shall issue his decision within three (3) days after the case has been closed. The decision of the Umpire shall be final and binding on all parties to the dispute. This action of the Umpire shall be predicated upon the particular facts and evidence presented regarding this dispute and shall be effective only on this particular job.

10. In rendering his decision, the Umpire shall determine first, whether a previous decision or agreement of record between the parties to the dispute governs. If the Umpire finds that the dispute is not covered by an appropriate or applicable decision or agreement of record, he shall then consider whether there is an applicable agreement between the crafts governing the case. If no such agreement is in effect, the Umpire shall then consider the established trade practice and prevailing practice in the locality.

11. The Umpire is not authorized to award back pay or any damages for a misassignment of work. Nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of the Umpire.

12. Each party to the arbitration shall bear its own expense for the arbitration. The fees and expenses of the Umpire will be shared equally by the affected International Unions and the Employer.

13. The Employer shall not be subject to disputes regarding work assignments made by its subcontractors. However, the Employer must ensure that its subcontractors, performing work under the terms and conditions of the National Power Generation Maintenance Agreements, follow the procedures of this Article.

14. The Employer recognizes the Union herein as duly constituted for the purpose of bargaining collectively and administering this Agreement for the members affiliated with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO.

ARTICLE II Union Security

1. All Employees covered by this Agreement and members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement.

2. All employees hired by the Employer shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days following the date of their employment.

3. Any employee, who, at his time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he maintains good standing in the Union.

4. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws.

5. This provision shall not preclude such probationary employees rights under Article VI relative to any grievance arising under any other section of this agreement.

**ARTICLE III
Non-Discrimination**

1. The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

**ARTICLE IV
Scope of Work**

1. This Agreement covers all work assigned by the Owner to the Employer and performed by the employees of the Employers covered by this Agreement.

2. This Agreement does not cover work performed by the Employer of a new construction nature, in which event said work shall be done in

accordance with existing building construction agreements.

3. The Union and the Employer understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein. All subcontracting of work at any tier covered by this Agreement shall be limited to Employers signatory to this or other similar national maintenance agreements.

4. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner. However, nothing in this Paragraph 4 will prevent the in-plant employees of the Owner from performing work not assigned to the signatory Employer while the building and construction trades employees of the Employer are present and working.

5. This Agreement shall have application only to the work location agreed upon between the Employer and the Union.

ARTICLE V Definitions

1. **Maintenance** shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.
2. The word "**repair**", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.
3. The word "**renovation**", used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.
4. The word "**replacement**", used within the terms of this Agreement in connection with maintenance, is work required to modify, supplement or efficiently update existing facilities.
5. The term "**existing facilities**", used within the terms of this Agreement is limited to a constructed unit already completed and shall not

apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

6. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the Work Scope Subcommittee of the National Maintenance Agreements Policy Committee, Inc.

ARTICLE VI Grievances

1. All grievances shall be filed within ten (10) calendar days after the complained-of event arose. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and Employer.

Grievances, other than those pertaining to jurisdiction or general wage rates on any work covered by this Agreement shall be handled in the following manner:

Step 1. Between the Employer's Supervisor and the Local Union Steward at the job site.

Step 2. Between the Business Representative and the Employer's Supervisor at the job site.

Step 3. Between the International Union Representative and the Supervisor or Labor Relations Manager.

Step 4. If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, it shall be submitted to the National Maintenance Agreements Policy Committee, Inc. for a decision to become effective immediately. (Parties should refer to NMAPC Grievance Procedures as amended June 12 & 13, 1990 at this step.)

Step 5. Failure of the National Maintenance Agreements Policy Committee, Inc. to reach a decision shall constitute a basis for a submittal of the question by the affected parties to the American Arbitration Association for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall make the designa-

tion. The affected parties to the arbitration shall equally share in the costs, including printing and publication of any record of such arbitration.

2. The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement. Any award of the arbitrator shall be final and binding upon the Employer and the Union. A copy of the award by the arbitrator shall be submitted to the National Maintenance Agreements Policy Committee as soon after such award is rendered.

ARTICLE VII Union Representative

1. A Steward shall be a qualified workman appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided he is qualified to perform the work which remains to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

2. Local union representatives shall have reasonable access to jobs operated within the plant

locations subject to Employer and owner regulations.

ARTICLE VIII Wages

1. Wage rates shall be those as set forth in the current Labor Agreement of the affiliated Local Union where such work is to be performed and shall be paid to all employees under the terms of this Agreement unless otherwise modified by the National Maintenance Agreements Policy Committee, Inc. Wages shall be paid weekly by check or other legal tender.

2. Under the terms of this Agreement the Employer may utilize a Trainee classification. Such Trainee shall perform all work which they are capable of performing with proper supervision. The Employer may employ a combination of Apprentice/Trainee classifications up to a maximum of thirty percent (30%) of the total Boilermaker workforce. Available Apprentices shall first be employed to meet the thirty percent (30%) ratio. The wage rate for the Trainee classification shall be consistent with the beginning rate for apprentices. Fringes shall be as stipulated in the local or area collective bargaining agreement.

3. When zone type wage structures are provided for in local agreements and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate, unless otherwise provided for in this Agreement.

ARTICLE IX Benefits and Other Monetary Funds

1. Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds called for in the Local Lodge or Area Labor Agreement shall be paid in accordance with the Local Labor Agreement except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

2. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between Local Unions of the International Brotherhood of Boilermakers, Iron Ship Builders, Forgers and Helpers, and recognized bargaining agencies of contractors in the area.

3. Industry Advancement or Promotion Funds

called for in the Local Labor Agreement may be paid at the discretion of the Employer.

4. Once an Employer is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that he is delinquent in his contributions to the fringe benefit funds, apprenticeship fund, dues check-off or any other contractually required contribution, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of Article XXII shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with Article XXII, does not allow said craft to establish any picket line.

ARTICLE X

Compensation Insurance

1. For all employees covered by this Agreement, the Employer shall provide Workers' Compensation Insurance, Social Security and other protective insurance as may be required by law, and also furnish satisfactory proof of such to the Union.

2. In an effort to enhance the competitive position of the Employer and to provide greater work opportunities for members of the Union, the Employer and local unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

ARTICLE XI

Holidays

1. For purposes of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate applicable in the appropriate local agreement not to exceed double time:

New Year's Day	Independence Day
President's Day (Federal)*	Labor Day
Memorial Day	Thanksgiving Day
	Christmas Day

2. If any of these listed holidays falls on Sunday, the following Monday shall be observed as the

holiday. If any of the listed holidays falls on Saturday, the preceding Friday shall be observed as the holiday.

3. *President's Day (Federal) may be considered a floating holiday and may be celebrated on an alternate day, if the affected participants to this Agreement within a specific Building Trades Council's geographical jurisdiction mutually agree to celebrate said holiday on another work day. Authorization must be obtained in writing from the NIMAPC administrative office.

ARTICLE XII Minimum Pay/Reporting Time and Call-Ins

1. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life,

because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits or lays off or is out by reason of a strike.

2. A Call-in, which is defined as the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or holiday, shall be paid in accordance with one of the following methods.

a. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for, on the basis of hours actually worked prior to the scheduled shift, at the applicable overtime rate.

b. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holiday, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when his/her call-in is prior to and continuous with the normal work hours.

c. Any call-in not continuous with the employee's regular work shift, will be a minimum of four (4) hours pay at the applicable overtime rate.

ARTICLE XIII Supervision

1. The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be unwarrantedly burdened with additional demands for supervision.

2. When established for a craft, one (1) top hourly craft supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight time hours per week. The forty (40) straight time

hour guarantee applies to straight time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the "guaranteed forty (40) hours" provision. The forty (40) hour guarantee provision shall apply on a per Employer, per craft, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

3. Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion.

ARTICLE XIV Travel and Subsistence

1. No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.

2. If the Employer or his subcontractor voluntarily agrees to pay travel or subsistence monies to any craft working in the plant on maintenance, repair, or renovation work the Boilermaker Em-

ployees will automatically be entitled to receive the applicable travel and subsistence provisions contained in their Local Labor Agreement.

ARTICLE XV Work Hours per Day

1. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock A.M., and the regular quitting time shall be four-thirty (4:30) o'clock P.M.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock P.M.

2. When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.25. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight-time hourly rate plus \$.50. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Repre-

sentative and shall not be considered as time worked.

3. All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate applicable in the appropriate local agreement not to exceed double-time.

4. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

5. Employees shall be at their posts prepared to start work at the regular starting time.

6. If any other craft, employed by the same Employer or its subcontractor in the plant on maintenance, repair, renovation or replacement is re-

ceiving double-time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the Boilermaker Employees will automatically be entitled to the double-time rate of pay during the period that aforementioned crafts are employed.

7. Local Labor Agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this Agreement.

8a. The Employer may establish a four (4) ten hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. The starting time shall be between 7:00AM and 8:00AM. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours a day or forty hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Prior to utilizing this provision on a site where it has not previously

been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the NMAPC as stipulated in Article XXVII. Such approval will then be incorporated as an addendum to this Agreement either for that specific site or may apply systemwide as in the case of an Owner's request.

8b. The Employer may establish two-four day, ten hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty minute lunch period. The day shift shall work 4 days at ten hours for ten hours pay per day. The second shift shall work four days at nine and one half hours for ten hours pay plus the shift additive of \$.25 per hour. In the event the job is down due to weather conditions, or a holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten hours a day or forty hours per week. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the NMAPC as stipulated in Article XXVII. Such approval will

then be incorporated as an addendum to this Agreement either for that specific site or may apply systemwide as in the case of an Owner's request.

8c. Employees who inform their Employer on Thursday that they do not wish to work Friday make-up day, will not be penalized.

8d. An employee who is referred for employment whose work is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

9. Since it is recognized that the standard work week may not be appropriate or cost effective for some projects, other arrangements for hours of work can be considered. The Employer may establish flexible work schedules, such as staggered work week and the like, by submitting its request to the NMAPC for approval as stipulated in Article XXVII. The NMAPC in reaching a decision shall take into consideration the project schedule, manpower requirements, the geographic location of the project, owner's work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific project.

ARTICLE XVI Transportation

1. At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate when said distance is one-half (1/2) mile or more. When transportation is required, the Employer shall transport the employees to the point where such employees were picked up not later than 10 minutes after the end of the shift. When employees are transported to pick-up point later than 10 minutes after the shift, then overtime pay shall apply as provided under Article XV.

ARTICLE XVII Safety

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Owner, the Employer, this agreement, or applicable Safety Laws.

2. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practice under this Article shall be subject to the grievance procedure. All substance abuse programs shall be submitted to the NMAPC for distribution prior to implementation.

ARTICLE XVIII Apprentices

1. The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Employer and the Union, therefore, agree that existing ratios will be utilized and may negotiate from time to time higher ratios as conditions warrant. Further, pro-

vided pre-apprentice classifications are recognized in an area, an Employer may employ pre-apprentice classifications for work customarily performed by the craft.

ARTICLE XIX Hiring and Transfer of Craftworkers

1. The Employer agrees to hire craftworkers in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the Local Union is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays and holidays excepted), the Employer may employ workmen from any source. The Employer shall have the right to move qualified Boilermaker Foremen, Pushers, and Employees from one job assignment to another within the plant location where they are working. The Employer shall have the right to transfer General Foremen between plant locations within Local Union jurisdiction where work is being performed.

2. The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on the project and shall select any Employee or Employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

3. SELECTIVITY—The first two Employees on a job shall be the Foreman, selected by the Employer, and the Steward, selected by the Business Manager, regardless of their positions on the out-of-work list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional Boilermaker Employees by name from among the top fifty percent of registrants on the appropriate out-of-work list of the Local Lodge having jurisdiction. These five (5) additional Boilermaker Employees may be selected from any one or combination of Boilermaker classifications under the terms of the appropriate local or area Articles of Agreement (i.e., Assistant Foreman, Journeyman, Apprentice, or other applicable classifications), except that the choice may not exceed one Apprentice and one other Sub-Journeyman classification, or two Apprentices where other Sub-Journeyman classifications are

not provided for in the Agreement. Additional Employees required for the job will be obtained in accordance with the Referral Rules.

4. TRANSFER OF EMPLOYEES—The Employer may transfer Boilermaker Employees on his payroll working under the terms of this Agreement from one maintenance job to another maintenance job being worked under the terms of this Agreement within the jurisdiction of the same Local Lodge, provided that the number transferred shall not exceed a total of six (6), consisting of a Foreman and five (5) additional Boilermaker Employees from any one classification or combination of classifications under the terms of the appropriate local or area Agreement (i.e., Assistant Foreman, Journeyman, Apprentice, or other applicable classifications), and provided that the number transferred shall include not more than one Apprentice and one other Sub-Journeyman classification, or two Apprentices where the Agreement does not provide for other Sub-Journeyman classifications. The Employer desiring to utilize this transfer provision shall promptly notify the Business Manager of the Local Lodge having jurisdiction, giving the name, classification, and Social Security number of each Employee to be

transferred. The Steward shall be selected by the Business Manager from the Lodge's out-of-work list, or he may elect to transfer the Steward from another maintenance job which the same Employer is working under the terms of this Agreement. After the Foreman and the Steward have been selected, the Employer may transfer the remaining Employees not to exceed five (5). Additional Employees required for the job will be obtained in accordance with the Referral Rules.

5. Where a local or area Agreement provides for a Sub-Journeyman classification such as Helper-Trainee, Sub-Journeyman, or similar classification, but places restrictions on the utilization of such classifications, those restrictions shall apply herein.

6. The Employer may utilize the provisions for selectivity and/or transferability, but he shall not be allowed to exceed the six (6) Employee limit for any one job.

7. A transferred Employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to has been completed.

8. Modifications as to the selectivity and transfer

of Employees beyond the limitations set forth in this Article, may be made by mutual consent of the parties.

ARTICLE XX General Savings Clause

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

ARTICLE XXI Crew Size

1. The crew size shall be any number of craft-workers and supervision required to safely per-

form the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE XXII Lockout and Work Stoppage

1. During the term of this Agreement, there shall be no lockout by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. Failure of the Union, local union or employee to cross any picket line, not sanctioned by the National Building and Construction Trades Department, at the Employer's project site is a violation of this Article.

2. In the event that a local or area collective bargaining agreement expires and a subsequent work stoppage ensues, the Employer and his employees will continue to work since the intent of this provision is to allow maintenance work to continue as a benefit to the client. The wages and fringe benefits, in the expired local collective bargaining agreement or as approved by the NIMAPC, Inc. will remain in effect for all work covered under the terms of this Agreement until wages and fringe benefits are agreed upon and

become effective for the recognized bargaining agency of the local contractors and the affected union.

3. The Union and its applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, (and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days). Further, if the union(s) are unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

4. Neither the International Union nor its local union shall be liable for acts of employees for which it has no responsibility. The International Union will immediately instruct, order and use its best efforts to cause its local union to cease any violation of this Article. If it complies with this obli-

gation, the International Union shall not be liable for unauthorized acts of its local union. The principal officers of the local union will immediately instruct, order and use their best efforts to cause the employees of the local union they represent to cease any violation of this Article. If it complies with this obligation, the local union shall not be responsible for unauthorized acts of employees it represents.

5. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer, at his discretion and without penalty, may suspend all or any portion of the project work affected by such activity.

6. Any Union or local union which initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article agrees as a remedy for said violation to pay liquidated damages in accordance with Section 7h of this Article.

7. In lieu of, or in addition to, any other action at law or equity, a party or the National Maintenance Agreement Policy Committee, may institute the following procedure when a violation of this Article is alleged, after the other parties and the National

Maintenance Agreements Policy Committee have been notified of the violation.

7a. To invoke the procedure, a party or the National Maintenance Agreement Policy Committee, shall notify _____, who shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the invoking party shall notify _____, who is the alternate Arbitrator. Notice to the Arbitrator shall be by telegram or FAX, with copies of the notice by telegram or FAX to the other parties, and the National Maintenance Agreements Policy Committee.

7b. Upon receipt of said notice the Arbitrator shall schedule and hold a hearing within twenty-four (24) hours if the invoking party contends that the violation still exists.

7c. The Arbitrator shall notify the parties by telegram or FAX of the place and time he has chosen for the hearing. The hearing shall be completed in one session. A failure of any party to attend the hearing shall not delay the admittance of evidence or issuance of an Award by the Arbitrator.

7d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact

occurred. The Arbitrator's Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand, telegram or FAX.

7e. The Arbitrator's Award may be enforced in the following manner by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove. Telegraphic or FAX notice of the filing of such enforcement proceeding shall be given to all parties. In a proceeding to obtain a temporary order enforcing the Award all parties agree to waive the right to a hearing and agree that such proceeding may be ex parte. Such agreement, however, does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order enforcing the Award shall be served on all parties by hand or by delivery to their last known addresses or by registered mail.

7f. Any rights created by statute or law govern-

ing arbitration proceedings inconsistent with the above procedure or which interfere with compliance herewith are waived.

7g. The fees and expenses of the Arbitrator shall be paid by the party or parties found in violation of this Article, or in the event no violation of this Article is found, such fees and expenses shall be paid by the invoking party.

7h. If the Arbitrator determines in accordance with Section 7d. above that the Union and/or its local union has violated this Article, the Union and/or its local union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent at the project to immediately return to work. If the employees do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union and/or its local union have not complied with Section 5 above, then the Union and/or the local union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain juris-

dition to determine compliance with this Section and Section 4.

7i. If the Arbitrator determines in accordance with Section 7d. above that the Employer has engaged in an illegal lockout in violation of this Article, the Employer shall within eight (8) hours of receipt of the Award notify the Union that the illegal lockout has ended. If the illegal lockout is not ended by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, then the Employer shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the Union, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees covered by this Agreement. The Arbitrator shall retain jurisdiction to determine compliance with this section.

8. The procedures contained in Section 7 through 7i. shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of the Agreement, including any underlying dispute alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article VI.

ARTICLE XXIII Management Clause

1. In the exercise of its functions of management, the Employer shall have the right to plan, direct and control the operation of all his work; hire employees and supervision; direct the working forces; assign employees and supervision to their jobs; discharge, suspend or discipline for proper cause; transfer, promote or demote employees and supervision; lay off employees and supervision because of lack of work or for other legitimate reasons; require employees and supervision to observe the Employer's rules and regulations not inconsistent with this Agreement; regulate the use of all equipment and other property of the Employer; decide the amount of equipment to be used, the number of men needed, and shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained; provided, however, that the Employer will not use these rights for the purpose of discrimination against any employee. These provisions do not prohibit the Union's right to the peaceful exercise of Article VI above if in its judgement the spirit and intent of this Agreement has been violated.

2. Whenever possible and where circumstances do not prevent the Employer's doing so, the Employer will use items manufactured in the U.S.A.

ARTICLE XXIV Partnering

1. As manifested in the Mission Statement, the NMA program is based on its continual commitment to improve the partnering and communication between owners, union contractors, and union building trades craftsmen. To further the goal of better dialogue and expedited problem solving, the NMA program encourages the development of local tri-partite committees for a specific project or area, that are empowered to establish lines of communication, seek solutions to unique jobsite needs, and suggest methods and ways to continuously improve safety, productivity, and quality.

2. The initial establishment of a local committee must be implemented through the NMAPC Administrative office. The NMAPC office will provide the framework and oversight for effective partnering to enhance safety, productivity and quality.

ARTICLE XXV Welding Certification

1. The union agrees to arrange with the Employer to pre-test welders at a mutually agreeable time and place. Such testing will be done without compensation, except that welders passing a certification test will be compensated for actual time required to take such test which shall not exceed four (4) hours pay upon his first employment with that contractor provided such employee remains at work on the job at least five (5) working days, or in the case of jobs of less than five (5) working days, for the duration thereof.

2. In instances where a participating International is party to a program to provide welder certification and/or maintenance of welder certification records whose objective is equal to this Article, then such program will be applicable under this Agreement.

ARTICLE XXVI Reporting Requirements— Administrative Fees

1. The Employer signatory to this agreement shall report all man-hours performed under this

ARTICLE XXVII
Administrative Procedure

agreement at such times as deemed necessary by the International Brotherhood of Boilermakers

2. The Employer shall remit an annual administrative fee in such an amount deemed necessary by the National Maintenance Agreements Policy Committee, Inc. to defray the costs of administering and operating the program. Administrative fees shall be payable in accordance with the terms stipulated on the NMAPC, Inc. Administrative Report Form.

3. As a party to this agreement and participant in the program, the Employer acknowledges its obligation to remit the annual administrative fee to the National Maintenance Agreements Policy Committee, Inc. In the event the Employer fails to remit such fee after demand for timely payment, the Employer consents to the jurisdiction of the courts of the Commonwealth of Virginia in any action brought by the National Maintenance Agreements Policy Committee, Inc., to collect the fee. The Employer further agrees that it will be liable and responsible for any costs of collection, including reasonable attorneys' fees and court costs, incurred in such action by the National Maintenance Agreements Policy Committee, Inc.

1. Extensions of this Agreement shall be on a location-to-location basis and shall be sought for each location. Employers awarding work to a subcontractor must be sure that the subcontractor has applied for the National Maintenance Agreement(s) and is in possession of them with permission to use them at the time of award. Pre-job conferences shall be required for all work performed under this Agreement as stipulated in Article I.

2. This Agreement is between the Employer and the International Union only. The only intermediary or administrative body for this Agreement is the National Maintenance Agreements Policy Committee, Inc. Revisions to this Agreement shall be made only by majority vote of the National Maintenance Agreement Policy Committee, Inc.

3. This Agreement is a stand alone agreement and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply, unless specifically incorporated in this Agreement.

ARTICLE XXVIII

Addenda to the Agreement

1. Addenda to this Agreement which are required to place the Employer in a more competitive position or address the Owner's requirements may be established by majority agreement of the signatory International Unions comprising the NMAPC. Such addenda shall be reduced to writing and shall be attached hereto and made part of this Agreement for that project.
2. The Employer or Owner shall submit its request in writing to the NMAPC outlining the various site requirements that necessitate such approval.

2. The parties agree to revisions to this Agreement which are formally approved by the National Maintenance Agreements Policy Committee, Inc., and of which they are notified in writing by the Committee.

ARTICLE XXIX
Duration of Agreement

1. This Agreement becomes effective _____, 20____, and shall continue in effect until terminated by ninety (90) days' written notice from either party to the other. Changes may be made at any time by mutual consent.

MODEL RATE/SHIFT SCHEDULE
for use under the
NATIONAL MAINTENANCE AGREEMENT &
NATIONAL POWER GENERATION MAINTENANCE AGREEMENT

The following examples are intended to clarify the shift rates, shift additives and overtime. \$10.00 per hour is used as a basis for computation.

48 SINGLE SHIFT SCHEDULE

Eight (8) hours work performed for eight (8) hours pay.

EX. 8 hours work × \$10.00 per hour = \$80.00

Ten (10) hours of work performed for eight (8) hours pay at straight time plus two (2) hours at time and one-half the straight time rate of pay.

EX.	8 hours straight time	× \$10.00 per hour	= \$ 80.00
	2 hours overtime	× \$15.00 per hour	= \$ 30.00
		Total	\$110.00

THREE-SHIFT SCHEDULE

First Shift — Eight (8) hours work for eight (8) hours pay

Hours:	8:00 AM to Noon	= 4 hours
(Lunch)	Noon to 12:30 PM	= 0 hours
	12:30 PM to 4:30 PM	= 4 hours
	Total hours worked	8 hours (8 hours pay) =
		\$80.00

49 Second Shift — Seven and one-half hours work for eight (8) hours pay

Hours:	4:30 PM to 8:30 PM	= 4 hours
(Lunch)	8:30 PM to 9:00 PM	= 0 hours
	9:00 PM to 12:30 AM	= <u>3½ hours</u>
	Total hours worked	7½ hours (8 hours pay) =
		\$80.00

Shift additive of \$ 25 per hour
for all hours

= 2.00

Total remuneration for second (2nd) shift = \$82.00

Third Shift —Seven (7) hours work for eight (8) hours pay

Hours: 12:30 AM to 4:30 AM = 4 hours
(Lunch) 4:30 AM to 5:00 AM = 0 hours
5:00 AM to 8:00 AM = 3 hours
Total hours worked = 7 hours (8 hours pay) =
\$80.00

Shift additive of \$.50 per hour
for all hours = 4.00
Total remuneration for third (3rd) shift = \$84.00

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TWO-SHIFT SCHEDULE

Eleven (11) hour shift is used as example

First Shift —Eight (8) hours work for eight (8) hours pay

Hours: 8:00 AM to Noon = 4 hours
(Lunch) Noon to 12:30 PM = 0 hours
12:30 PM to 4:30 PM = 4 hours
Total s/t hours 8 hours (8 hours pay) =
\$ 80.00

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(Overtime) 4:30 PM to 6:30 PM = 2 hours
(Mealbreak) * 6:30 PM to 7:00 PM = 0 hours
(Overtime) 7:00 PM to 8:00 PM = 1 hour

Three (3) hours at time and one-half = \$ 45.00

Total remuneration for first shift = \$125.00

Second Shift — Seven and one-half (7½) hours work for eight (8) hours pay

Hours:	8:00 PM to Midnight	= 4 hours	
(Lunch)	Midnight to 12:30 AM	= 0 hours	
	12:30 AM to 4:00 AM	= <u>3½ hours</u>	
	Total s/t hours	7½ hours (8 hours pay) =	\$ 80.00

(Overtime)	4:00 AM to 6:00 AM	= 2 hours	
(Mealbreak)	* 6:00 AM to 6:30 AM	= 0 hours	
	6:30 AM to 7:30 AM	= 1 hour	
	Three (3) hours at time and one-half		= \$ 45.00
	Shift Additives:		
	8:00 PM to 4:00 AM		
	Seven and one-half hours (8 hours × \$ 25)		= \$ 2.00

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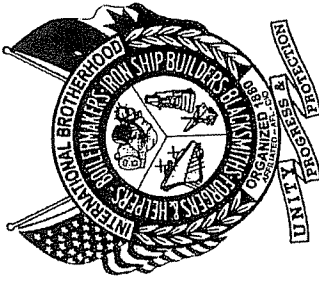
(Overtime)	4:00 AM to 7:30 AM		
	Three hours (3 hours × \$ 25 @ 1½ ×)		= \$ 1.13
	Total remuneration for second (2nd) shift		= \$128.13

* See Bulletin No XV-18 for clarification on Application of Second (2nd) Mealbreaks

NATIONAL TRANSIENT LODGE (NTL)

ARTICLES OF AGREEMENT

between the



International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers**

and the

Signatory Employers Hereto

Effective Nov. 1, 2004 through Oct. 31, 2007



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National Transient Lodge (NTL) Articles of Agreement

between the

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers

(Herein referred to as "Union")

and the

Signatory Employers Hereto

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on
Construction and Tank Work

Effective March 11, 1946, and as amended March 11, 1947,
August 8, 1947, April 5, 1948, June 4, 1948, August 21, 1949,
August 21, 1950, August 21, 1952, August 21, 1953, August
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August 21, 1958, January 1, 1960, January 1, 1961, January 1,
1963, January 1, 1965, January 1, 1967, January 1, 1969,
January 1, 1971, January 1, 1973, January 1, 1975, January 1,
1977, January 1, 1979, February 18, 1981, October 20, 1983,
November 1, 1985, November 1, 1986, November 1, 1989,
November 1, 1992, November 1, 1995, November 1, 1998,
November 1, 2001, and November 1, 2004

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Preamble

1 WHEREAS, The parties hereto have main-
2 tained a mutually satisfactory bargaining
3 relationship in the work area covered by col-
4 lective agreements between them which
5 have been in effect over a substantial period
6 of years; and
7

8
9
10 WHEREAS, The International
11 Brotherhood of Boilermakers, Iron Ship
12 Builders, Blacksmiths, Forgers, and Helpers
13 and/or subordinate subdivisions thereof
14 embrace within their membership large
15 numbers of qualified journeymen who have
16 constituted in the past, and continue so to
17 do, a majority of the employees employed
18 by the Employer herein;
19

20 WHEREAS, The Contractor and the
21 Brotherhood recognize that this
22 Agreement must take into consideration
23 the transitory nature of the work done by
24 the Contractor; and
25

26 WHEREAS, The nature of many of the
27 products of the Contractor is such that a suf-
28 ficient proportion of skilled and trained
29 workers is required to construct them safely,
30 economically, and well; and
31

32 WHEREAS, The comparatively short
33 duration of most field erection jobs compels
34 the skilled and trained workers to live a

1 migratory life, which makes it impossible to
2 localize such construction; and

3
4 WHEREAS, local or area agreements, reg-
5 ulations, and practices do not adequately
6 provide for a strictly national approach to
7 the problem;

8
9 NOW, THEREFORE, the Contractor and
10 the Brotherhood do hereinafter agree to the
11 following articles applicable to field erec-
12 tion work:

13
14 **Article 1**
15 **Scope and Recognition**

16
17 **Art. 1(a)** This Agreement embraces all con-
18 struction work coming under the jurisdiction
19 of the Brotherhood in the United States.

20
21 **Art. 1(b)** The Employer recognizes the
22 Union as the sole and exclusive bargaining rep-
23 resentative for all field construction, mainte-
24 nance and repair boilermakers, helpers, learner
25 helpers, mechanic trainees, and apprentices
26 employed by the Employer now or during the
27 life of this Agreement with respect to wages,
28 hours, and conditions of work.

29
30 **Art. 1(c)** Where membership is required
31 under Article 4(a) employees in the follow-
32 ing classifications need not be members of
33 the Brotherhood: civil, electrical and
34 mechanical engineers, field inspectors, time-

1 keepers, watchmen, water boys, messenger
2 boys, and office workers, provided they do
3 not perform any of the work covered by the
4 terms of this Agreement.

5
6 **Art. 1(d)** It is further understood that the
7 men on each job will not interfere in any
8 way with the affiliation or non-affiliation of
9 the employees of the Contractor's customer
10 or of the owner or with the employees of
11 other contractors.

12
13
14 **Article 2**
15 **Classification of Work and**
16 **Manpower Ratios**

17
18 **Art. 2(a)** All work in the erection of con-
19 tainment vessels, process and surge tanks in
20 industries other than the food, beverage, and
21 pharmaceutical industry, penstocks, pit lin-
22 ers, scroll cases, draft tubes, gates, stacks and
23 stack liners, and all other work in connection
24 with dams and locks, water softeners, water
25 filter plants of any type, material, shape or
26 pressure including but not limited to tower
27 tanks, swimming pools, and other cylindrical
28 structures, controlled environmental clean
29 rooms, isolation chambers, test rooms, glove
30 boxes, hygienically-controlled rooms, labora-
31 tories, liner plates and similar appurtenances,
32 wind turbines and all components attached,
33 including shaft/riser to support turbine and
34 turbine blade installation shall be performed

1 under the provisions of this Agreement. The
2 hire and assignment of men on the work as
3 set forth above shall be as follows:

4
5 **Art. 2(a)(1)** The Foreman (Article 8) and
6 the first five (5) men, including the Pusher
7 (Assistant Foreman), shall be national tran-
8 sient boilermakers and the next five (5)
9 shall be local boilermakers, if available and
10 qualified.

11
12 **Art. 2(a)(2)** Provided local boilermakers are
13 available and qualified, national transient
14 boilermakers and local boilermakers shall be
15 hired alternately to maintain this ratio.

16
17 **Art. 2(a)(3)** An exception to the above ref-
18 erenced ratio on multiple tank jobs built
19 simultaneously, the first five (5) men includ-
20 ing the pusher (assistant foreman) shall be
21 national transient boilermakers and the
22 next three (3) shall be local boilermakers if
23 available and qualified. Provided local boil-
24 ermakers are available and qualified,
25 national transient boilermakers and local
26 boilermakers shall be hired alternately one
27 for one thereafter.

28
29 **Art. 2(b) Tank Erection.** Due to the hazards
30 and skills required, tower tank, storage tank,
31 process and surge tank in the food, beverage
32 and pharmaceutical industry, standpipe and
33 reservoir erection work is excepted from the
34 above provisions governing assignment of

1 men and the Contractor shall determine for
2 himself whether to erect such a structure
3 with a crew composed entirely of national
4 transient boilermakers or whether such
5 crew shall consist of a partial crew of nation-
6 al transient boilermakers supplemented by
7 local boilermakers.

8
9 When the NTL Agreement is excluded in
10 its entirety from Project Labor Agreements,
11 except for tower tank erection, the above ref-
12 erenced work shall be performed under the
13 provisions of Article 2(a) above.

14
15 **Art. 2(c)** All work on boilers and in con-
16 nection with boilers (nuclear or fossil fired)
17 including precipitators, uptakes, down com-
18 ers, heat exchangers, condensers, condenser
19 boxes, casing and breeching or duct regard-
20 less of configuration and other appurte-
21 nances (of a non-cylindrical configuration)
22 shall be done by local boilermakers under the
23 terms of applicable local or area agreement.

24
25 All work in connection with electrostatic
26 precipitators, regardless of configuration,
27 non-cylindrical scrubbers, non-cylindrical
28 breeching, non-cylindrical duct shall be
29 done by local boilermakers under the terms
30 of applicable local or area agreement.

31
32 **Art. 2(d)** The above classifications of
33 work [Articles 2(a), 2(b), and 2(c)] and all
34 other provisions of this Agreement shall

1 apply to dismantling, conversion, repair,
2 demolition, and maintenance work except
3 as otherwise provided in Addendum D,
4 made a part hereof.

5
6 **Art. 2(e)** The Contractor may use a higher
7 ratio of local boilermakers, provided the
8 men are available. A higher ratio of national
9 transient boilermakers may be used if com-
10 petent local boilermakers are not available.
11 Other employees may be used if neither
12 local nor national transient boilermakers are
13 available. However, in these situations, the
14 Contractor shall contact the NTL Business
15 Manager or Assistant and so advise. Men
16 employed on a job as provided herein shall
17 not be replaced for the purpose of establish-
18 ing the applicable ratios set forth above.

19
20
21 **ARTICLE 3**
22 **BOILERMAKER CLASSIFICATIONS AND**
23 **REFERRAL OF MEN**

24
25 **Art. 3(a)** For the purpose of this
26 Agreement, national transient boilermakers
27 are boilermakers by trade who customarily
28 work in different parts of the country and
29 local boilermakers are boilermakers by trade
30 who customarily work in a local area.

31
32 **Art. 3(b)** Local boilermakers shall be
33 referred from the out-of-work list in accor-
34 dance with the referral procedure of applica-

1 ble local or area agreements. Local men
2 when referred shall be qualified construc-
3 tion boilermakers on the primary out-of-
4 work list of the local lodge. If the Contractor
5 desires certain experienced and specially
6 skilled men he may call for such men who, if
7 available, shall be referred by the local
8 Business Manager. Such requests shall be
9 confirmed by letter, fax, or e-mail.

10
11 **Art. 3(c)** Selection of applicants for refer-
12 ral by the Union or initial employment by
13 the Contractor shall be on a non discrimi-
14 natory basis and shall not be based on, or
15 in any way affected by, union member-
16 ship, by-laws, rules, regulations, constitu-
17 tional provision, or any other aspect or
18 obligation of union membership, policies,
19 or requirements.

20
21 There shall be no discrimination by the
22 Contractor or the Union against any
23 employee because of the employee's race,
24 color, religion, sex, age, or national origin.

25
26 **Art. 3 (d)** Employees shall not be with-
27 drawn from the Contractor's employ with-
28 out the consent of the Contractor's foreman.
29 However, if it becomes necessary to with-
30 draw any employee, the Contractor shall
31 have the right to replace such employee
32 from any source.

ARTICLE 4
MEMBERSHIP — NATIONAL TRANSIENT
LODGE (NTL)

Art. 4(a) All employees of the Contractor covered by this Agreement shall, as a condition of employment, become and remain members of the Brotherhood. Application for membership must be made within the first thirty (30) days of employment. (This clause shall be effective only in those states permitting union security.)

Art. 4(b) All national transient boilermakers who are or become members of the Brotherhood in accordance with the provisions of Article 4(a) shall carry their membership in the National Transient Lodge and shall be called "National Transient Lodge Members," also referred to as NTL.

Art. 4(c) The Brotherhood agrees to admit as National Transient Lodge Members employees of the Contractor who apply for admission according to the rules and regulations of the Brotherhood and not to expel or suspend any employee of the Contractor from membership except in accordance with such rules and regulations.

Art. 4(d) National Transient Lodge Members will not be required to deposit their traveling cards in or transfer their membership to any local union.

Art. 4(e) Members of a local lodge who leave the jurisdiction of their lodge to follow work covered by the provisions of this Agreement shall apply to their local lodge for a traveling card which shall be deposited in the NTL for the duration of their employment with an NTL Contractor while in the jurisdiction of another lodge.

Art. 4(f) It is understood and agreed that neither the Brotherhood nor any of its representatives will undertake to persuade National Transient Lodge Members to change their employment to another Contractor or to become local resident members rather than National Transient Lodge members.

ARTICLE 5
DEDUCTION UNION OBLIGATION

Art. 5(a) The Employer agrees to deduct from the wages of each employee all deductions certified by the Union and authorized by the employee as set forth in Items 1, 2, 3, and 4 hereunder in uniform amounts there-with established by the Union on all work covered by Articles 2(a), 2(b), and Addendum D of this Agreement.

Art. 5(a)(1) Initiation or reinstatement fees of an applicant for membership in two (2) equal installments starting with the first full weekly pay period of the applicant. This payment arrangement is for the convenience

1 of the applicant in order that at the end of
2 two (2) weeks, the total amount of initiation
3 or reinstatement fees will have been paid
4 and upon receipt of same by the NTL, the
5 applicant, in accordance with the established
6 procedure, will then become a member.
7

8 **Art. 5(a)(2)** Regular monthly dues of the
9 National Transient Lodge Members will be
10 paid from the first weekly payroll period of
11 each calendar month. If deductions are not
12 made by the Contractor, the member will be
13 responsible for payment of monthly dues.
14

15 **Art. 5(a)(3)** Union service charge, or field
16 dues, starting with the first weekly pay period
17 of all employees covered by this Agreement,
18 will be paid on all hours for which the
19 employee is paid at the rate established by the
20 Union in accordance with the National
21 Transient Lodge By-Laws and Constitution.
22

23 **Art. 5(a)(4)** Upon presentation of a signed vol-
24 untary authorization card, furnished by the
25 Union through the Contractor, the Contractor
26 shall withhold five cents (\$0.05) per hour
27 worked for the Boilermakers Campaign
28 Assistance Fund. Said deductions shall be
29 remitted to the NTL office, Maumee, Ohio, no
30 later than fifteen (15) days after the end of the
31 month in which the deductions accrued. The
32 Contractor shall provide the employee with a
33 weekly payroll stub itemizing the amount of
34 such deductions. The Union holds the

1 Contractor harmless and agrees to defend the
2 Contractor fully in any litigation resulting
3 from this activity which is deemed to be a serv-
4 ice to the Union by the Contractor.
5

6 **Art. 5(b)** The foregoing deductions are sub-
7 ject to receipt of an authorization on a form
8 furnished by the Brotherhood and signed by
9 the employee. Such deductions shall contin-
10 ue until withdrawn by written notice of the
11 employee to both the Contractor and the
12 Brotherhood or the termination of this
13 Agreement. In the event any provision of this
14 Article is found to be or in the future becomes
15 in violation of applicable laws, that provision
16 shall become invalid, and the Chairmen of
17 the respective negotiating committees shall
18 take immediate steps to bring this Agreement
19 into compliance with such laws.
20

21 **Art. 5(c)** Said authorization form shall be
22 made out in triplicate: the original copy to be
23 kept by the Contractor, the duplicate to be
24 forwarded to the NTL office, 104 East
25 Dudley St., Maumee, OH 43537, and the trip-
26 licate copy to be retained by the employees.
27

28 **Art. 5(d)** Union obligation deductions as
29 referred to above and deducted by the
30 Contractor shall be forwarded monthly to
31 the NTL office, 104 East Dudley St.,
32 Maumee, OH 43537, along with an itemized
33 listing of such deductions.
34

1 **Art. 5(e)** The itemized listing of the afore-
2 said field dues deductions shall include, by
3 local lodge, all employees employed
4 (including local men), the number of hours
5 worked and amounts deducted therewith.
6 Said listing shall be on a weekly basis and
7 shall be forwarded in duplicate along with
8 the amounts covering same at intervals not
9 to exceed the number of weekly payroll
10 periods in any one calendar month.
11

12 **Art. 5(f)** Any provision of this Article pro-
13 hibited by any Federal or State law shall be
14 inoperative.
15

16 **Art. 5(g)** The responsibility of the
17 Brotherhood with respect to deductions
18 above authorized is set forth in the form of
19 authorization quoted in Article 5.
20

21 **Art. 5(h)** Payment of back dues accruing
22 during unemployment will be arranged
23 between the employee, the Brotherhood,
24 and the Contractor.
25

26 **Art. 5(i)** The financial obligation of local
27 resident members will be a matter between
28 the individual and his local lodge, except as
29 otherwise provided in Article 5.
30
31
32
33
34

1 **ARTICLE 6** 2 **JOB NOTICES**

3
4 In order to insure the satisfactory progress
5 of each job, the following procedure will be
6 observed by the Contractor.
7

8 **Art. 6(a)** Furnish to the Business Manager
9 of the local area, the NTL Business Manager
10 and Assistant, at least fifteen (15) days when
11 possible before the start of a job, copies of job
12 notices which must contain the following
13 information: name of customer (owner and
14 customer if different), complete description
15 and exact location of job site, approximate
16 starting date, approximate completion date,
17 information regarding lining of tank or ves-
18 sel, name of job foreman (if supplied by
19 Contractor), the approximate number,
20 names, and social security numbers, if known
21 at the time of submittal but in no case later
22 than the first ten (10) working days, of
23 National Transient Boilermakers, and the
24 approximate number, classification, and
25 qualifications of local boilermakers required
26 and applicable wage rate (which shall
27 include vacation, savings, health & welfare,
28 pension, apprenticeship funds, and annuity
29 pay) to be paid to employees. Only in cases
30 where the fifteen (15) or more days' notice
31 has been given, at least seven (7) days prior to
32 the start of the job the area Business Manager
33 shall notify the Contractor on a prepared
34 form whether or not he will be able to supply

1 the job requirements. If such notice is not
2 received, the Contractor may assign National
3 Transient Boilermakers up to the first ten (10)
4 men on the job. If conditions subsequently
5 require a change in starting date, all interest-
6 ed parties shall be notified immediately.

7
8 **Art. 6(b)** The Contractor shall, prior to the
9 foreman's arrival at the job location, notify the
10 Business Manager of the local area, NTL
11 Business Manager and Assistant, by tele-
12 phone, fax, or e-mail, where equipment exists.
13 If appropriate, notice shall be included in such
14 fax or e-mail that additional boilermakers are
15 needed. The Business Manager of the local
16 area shall notify the Contractor by fax or e-mail
17 within twenty-four (24) hours whether or not
18 he will be able to supply job requirements as
19 provided herein.

20
21 In the event he is unable to supply the job
22 requirements within forty-eight (48) hours
23 from the time he was notified by the
24 Contractor, the foreman may supply the job
25 requirements from other sources consistent
26 with the terms of this Agreement.

27
28
29 **ARTICLE 7**
30 **PRE-JOB CONFERENCES**

31
32 If requested by the Business Manager of a
33 local area or by the Contractor, a pre-job con-
34 ference shall be held. The Business Manager

1 of the local union having jurisdiction over
2 the area where the work is to be performed,
3 the Contractor representatives, and the NTL
4 Business Manager or Assistant in that par-
5 ticular area will be in attendance at the pre-
6 job conference. The Contractor shall make
7 arrangements for the meeting through the
8 NTL Business Manager or Assistant.

9
10 **ARTICLE 8**
11 **SUPERVISION**

12
13 **Art. 8(a) Foremen.** On work under Articles
14 2(a), 2(b), and 2(c) the foreman on each shift
15 shall be a regular employee of the
16 Contractor and his selection shall be solely
17 the responsibility of the Contractor. No
18 other foreman shall be required on work
19 covered by Articles 2(a) and 2(b) nor on
20 work covered by Article 2(c) unless required
21 by the local or area agreement. The foreman
22 may give orders to as many men as he is
23 capable of handling without additional
24 supervisory help. Final determination, how-
25 ever, of the size of the force to be supervised
26 lies exclusively with the Contractor.
27 Likewise, a foreman who serves as an assis-
28 tant to another foreman on a large job may
29 give orders directly to the men on the job.

30
31 **Art. 8(b) Pushers (Assistant Foremen).**
32 Pushers (Assistant Foremen) may be regular
33 employees of the Contractor, or the
34

1 Contractor may select them from among the
2 available local boilermakers. The number of
3 pushers will be determined by the
4 Contractor. Pushers (assistant foremen) may
5 work with the tools at the discretion of the
6 Contractor. The Contractor is entitled to
7 require that any pusher be capable of person-
8 ally performing any of the work done by the
9 men over whom he will have supervision,
10 and he must have the ability and show a will-
11 ingness for carrying out his orders in a man-
12 ner satisfactory to the Contractor's foreman.
13

14 **Art. 8(c)** Where twelve (12) or less are
15 employed on a job, the foreman will be per-
16 mitted to work with the tools, if required by
17 the Employer. Where thirteen (13) or more
18 men are employed on a job, the foreman
19 shall not work with the tools but shall act in
20 a supervisory capacity. It is understood that
21 in the performance of his function in a
22 supervisory capacity the primary duty of a
23 foreman is that of supervision and it is not
24 intended that he take the place of a produc-
25 tion worker on the job. Any work the fore-
26 man performs is for the purpose of instruct-
27 ing and demonstrating.
28

29 **ARTICLE 9**
30 **PERFORMANCE OF WORK**

31 **Art. 9(a)** Boilermakers, helpers, learner
32 helpers, mechanic trainees, and apprentices
33
34

1 shall be assigned to and employed on work
2 covered by this Agreement.

3 **Art. 9(b)** The field loading, unloading, set-
4 ting, or placing of all materials at the con-
5 struction site, regardless of the type of trans-
6 portation, to be erected by boilermakers shall
7 be done by boilermakers, helpers, learner
8 helpers, mechanic trainees, or apprentices if
9 available at the time the work is done.
10

11 **Art. 9(c)** No Employer shall subcontract
12 or assign any of the work described herein,
13 which is to be performed at a job site, to any
14 contractor, subcontractor, or other persons
15 or party who does not have or refuses to
16 enter into an agreement or understanding
17 which will comply with the conditions of
18 employment including, without limitation,
19 those relating to Union security, rates of pay,
20 assignment of work, working conditions,
21 and other matters covered by this
22 Agreement or a field construction
23 Agreement in effect in the area where the
24 work is erected which has been approved by
25 the International Brotherhood.
26
27

28 **Art. 9(d)** When requested in writing by the
29 International Brotherhood Vice President, the
30 Contractor will furnish a signed letter on
31 Company letterhead stationery, stating verifi-
32 cation that Boilermakers were assigned to and
33 completed specific work on a specific job site.
34

1 **Art. 9(e)** It is understood that the
2 Contractor will not be asked to act upon any
3 questions regarding jurisdiction which may
4 arise within the Brotherhood itself or
5 between the Brotherhood and any other
6 union affiliated with the AFL-CIO, and that
7 during the period such disputes, questions,
8 or controversies continue, there shall be no
9 cessation of work on account thereof.
10

11
12 **ARTICLE 10**
13 **CLASSIFICATIONS AND QUALIFICATIONS**
14 **OF EMPLOYEES**
15

16 **Art. 10(a) Mechanic - Skilled.** A boilermaker
17 is one skilled in various phases of his trade
18 including one or more of the following occu-
19 pations: welder (who must pass currently
20 recognized welders' qualification tests);
21 equipment maintenance men (who dresses
22 tools, operates the tool room, if any, and
23 keeps the equipment in safe and good work-
24 ing condition); acetylene burner; chipper; fit-
25 ter gang leader; top erector (who climbs and
26 connects steel in the air); riveter; caulker;
27 heater; bucker; and moocher (who inspects
28 welding and riveting); operators of any kind
29 of inspection or testing equipment who are
30 employees of Contractor. However, full time
31 operators of inspection or testing equipment
32 are not counted in manpower ratios as
33 referred to in Article 2.
34

1 **Art. 10(b) Helper.** A helper is one who helps
2 at any of the above occupations. A helper not
3 only helps a mechanic when such help is
4 required, but the following occupations are
5 considered helper's work: power brush oper-
6 ator; bolter; reamer; fitter helper (who works
7 under a fitter gang leader and who prepares
8 joints and seams for welders or riveters); scaf-
9 fold erector (who erects, moves, and takes
10 down scaffold); ground erector (who ties on
11 and prepares steel for erecting); and similar
12 items of work not requiring extensive experi-
13 ence or training. Helpers may be assigned to
14 tack weld for the purpose of providing them
15 with opportunities of advancement or to
16 serve when mechanics are not available.
17

18 **Art. 10(c) Learner Helper.** Learner helpers
19 may be employed for a period of ninety (90)
20 days at 65% of the mechanic's hourly rate.
21 At the Contractor's discretion, after the
22 ninety (90) days probationary period, the
23 learner helper must enter the NTL Mechanic
24 Training Program, be advanced, or be ter-
25 minated. A learner helper assists at any of
26 the occupations performed by mechanics or
27 helpers.
28

29 **Art. 10(d) Mechanic Trainee.** Mechanic
30 Trainees are learner helpers that the
31 Contractor has selected and indentured into
32 the NTL Mechanic Training Program. The
33 Mechanic Trainee is required to sign the
34 Mechanic Training Agreement and shall ful-

1 fill all requirements of the program.
2 Recognizing the need to train skilled boiler-
3 makers, the Contractors will make every
4 effort to indenture and work Mechanic
5 Trainees on their projects in keeping with
6 the established Mechanic Trainee Program.
7

8 **Art. 10(e)** A boilermaker will be paid the
9 boilermaker's rate when hired to do boiler-
10 maker's work. He may do helper's work
11 intermittently at his boilermaker's rate of
12 pay and may be used at any of the occupa-
13 tions for which he may be fitted as is con-
14 sidered necessary by the Contractor.
15

16 **Art. 10(f)** The number and classification of
17 employees required for any job or operation
18 shall be designated by the Contractor. The
19 final determination of whether an employee
20 is qualified to do work is the responsibility
21 of the Contractor.
22

23 **ARTICLE 11** 24 **FUNCTIONS OF MANAGEMENT**

25 **Art. 11(a)** In the exercise of its functions of
26 management, the Contractor shall have the
27 right to plan, direct, and control the opera-
28 tion of all its work, hire employees, direct
29 the working forces in the field, assign
30 employees to their jobs, discharge, sus-
31 pend, or discipline for proper cause (prop-
32 er causes for discharge include but are not
33
34

1 necessarily limited to drunkenness, sub-
2 stance abuse, incompetence, laziness,
3 insubordination, habitual tardiness, or
4 absenteeism), transfer, promote or demote
5 employees, lay off employees because of
6 lack of work or for other legitimate reasons,
7 require employees to observe the
8 Contractor's rules and regulations not
9 inconsistent with this Agreement, regulate
10 the use of all equipment and other proper-
11 ty of the Contractor, decide the amount of
12 equipment used, the number of men need-
13 ed, and shall be free to contract work any-
14 where and shall decide the methods of
15 erection and the source from which materi-
16 al and equipment are obtained, provided,
17 however, that the Contractor will not use
18 these rights for the purpose of discrimina-
19 tion against any employee.
20

21 **Art. 11(b) Unrestricted Output.** The
22 Contractor and the Brotherhood recognize
23 the necessity of eliminating restrictions and
24 promoting efficiency and agree that no rules,
25 customs, or practices shall be permitted that
26 limit production or increase the time
27 required to do the work, and that no limita-
28 tions shall be placed upon the amount of
29 work which an employee shall perform dur-
30 ing the working day, nor shall there be any
31 restrictions against the use of any kind of
32 machinery, tools, or labor savings devices.
33 The Brotherhood will cooperate with the
34 Company in encouraging employees to

1 observe the safety regulations which shall be
2 prescribed by the Company and to work in
3 a safe manner.
4

5 **ARTICLE 12**
6 **WAGES**
7

8 **Art. 12(a)** On all work performed by the
9 Contractor, the hourly wage rates established
10 in a local or area agreement shall be paid.
11 Where wage rates more favorable to other
12 contractors employing boilermakers have
13 been established on a job site or in a specific
14 area, such wage rates shall be applicable to
15 NTL Contractors employing boilermakers on
16 such job sites or in such specific areas also.
17

18 **Art. 12(b)** Where helper's rate is not estab-
19 lished in a local or area agreement, the rate
20 for this classification will be 85% of the
21 mechanic's hourly rate.
22

23 **Art. 12(c)** Learner helpers may be
24 employed for a period of ninety (90) days at
25 65% of the mechanic's hourly rate. After
26 ninety (90) days and at the Contractor's dis-
27 cretion, learner helpers must enter the NTL
28 Mechanic Trainee Program, be advanced, or
29 be terminated.
30

31 **Art. 12(d)** Mechanic Trainee wages will be
32 determined by the Contractor. The
33 Mechanic Trainee rate will be greater than
34 the 65% learner helper rate. Pay advance-

1 ments will be determined by the Contractor
2 and the rate will not exceed 95% of the
3 Mechanic's hourly rate until completion of
4 the Mechanic Training Program.
5

6 **Art. 12(e)** Men working off the ground on
7 tower tanks shall receive not less than the
8 boilermaker helper's rate of pay. If retained
9 for sixty (60) days they shall be paid the boil-
10 ermaker's rate.
11

12 **Art. 12(f)** Changes in local wage rates when
13 agreed upon will become effective after the
14 termination of the work contracted on the cur-
15 rent wage rate basis, but not later than sixty
16 (60) days following the effective date estab-
17 lished by the Brotherhood for such local rates.
18

19 The Brotherhood agrees to notify the
20 Chairman of the Negotiating Committee for
21 the Contractors signatory to this Agreement
22 of all proposed negotiations. If the
23 Contractors receive advance notice of new
24 local hourly wage rates or notice that nego-
25 tiations are to be carried on not less than
26 forty-five (45) days prior to the effective date
27 thereof, the new wage rates will be put into
28 effect on said effective date.
29

30 **ARTICLE 13**
31 **HEALTH AND WELFARE PLAN**
32

33 **Art. 13(a)** The Contractor shall pay into the
34 Boilermakers National Health and Welfare

1 Fund the amount of hourly contributions
2 required to be paid to said Fund in local or
3 area Agreements for each hour worked for
4 the Contractor by all of his employees who
5 are covered by this Agreement (including
6 foremen). The Contractor agrees to and
7 shall be bound by the provisions of
8 Addendum A hereto attached relating to
9 said Welfare Fund.
10

11 **Art. 13(b)** Where there is in effect a local
12 Health and Welfare Plan, the Contractor will
13 pay into the Boilermakers National Health
14 and Welfare Fund the amounts of contribu-
15 tions required under the local agreements
16 for all hours worked by National Transient
17 employees, including foremen. However, on
18 all local men, the Contractor will pay the
19 required contributions to the local Fund for
20 all hours worked by such local men. In no
21 case will the Contractor be required to pay
22 the full obligation to both Funds.
23

24 **Art. 13(c)** Plan "G" shall be the minimum
25 plan for NTL employees.
26

27 Where the locally negotiated contribution
28 for the National Health and Welfare Fund is
29 not sufficient to maintain coverage under
30 the G Plan, the difference, when available, is
31 to be deducted from savings, vacation, or
32 other contributions normally put into
33 employee's paycheck.
34

ARTICLE 14 PENSION PLAN

1 **Art. 14(a)** The Contractor shall pay into the
2 Boilermaker-Blacksmith National Pension
3 Trust such amount as specified in applicable
4 local or area agreements for the Contractor
5 by all of his employees who are covered by
6 this Agreement (including foremen). The
7 Contractor agrees to and shall be bound by
8 the provision of Addendum B attached here-
9 to relating to said Pension Trust.
10

11 **Art. 14(b)** When there is in effect a local pen-
12 sion plan, the Contractor will pay into the
13 Boilermaker-Blacksmith National Pension
14 Trust the amount of contributions required
15 under the local area agreements by National
16 Transient employees (including foremen).
17 However, on all local men, the Contractor
18 will pay the required contribution to the local
19 pension fund as required under the local area
20 agreements by such local men. In no case will
21 the Contractor be required to pay the full
22 obligation to both funds.
23

24 **Art. 14(c)** No contribution will be paid into
25 the Boilermaker-Blacksmith National
26 Pension Trust for a learner helper during the
27 first 30 days of their probationary period.
28
29
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ARTICLE 15

APPRENTICESHIP TRAINING PROGRAM

Art. 15(a) The Contractor shall pay into the Boilermakers Area Apprenticeship Fund such amount per hour as specified in applicable local or area agreements for each hour worked for the Contractor by all his employees (including foremen) who are covered by this Agreement.

Art. 15(b) The Contractor agrees to and shall be bound by the provisions of Addendum C hereto and which relate to the said Boilermakers Area Apprenticeship Funds.

Art. 15(c) The Trust Agreement for the Boilermakers Area Apprenticeship Funds is hereby approved.

Art. 15(d) The Contractor agrees to employ properly indentured apprentices referred to him by the local lodge or mechanic trainees on all work except "elevated water tanks." Every effort shall be made to employ mechanic trainees and apprentices in keeping with the ratio set forth in local or area agreements. Such ratio shall be based on the total number of NTL and local boilermaker journeymen on the job.

Neither NTL mechanic trainees nor apprentices are to be included in the manning ratios outlined in Articles 2(a), 2(b), 2(c) or Addendum D.

Art. 15(e) The Contractors shall pay into the Manpower Optimization Stabilization & Training (MOST) Fund such amounts per hour as specified in the applicable local or area agreement for each hour worked for the Contractor by all his employees (including foremen) who are covered by this Agreement. This contribution shall be reported on the Apprenticeship forms and submitted to the National Funds office as is done for Apprenticeship funds.

ARTICLE 16
NATIONAL ANNUITY TRUST

Art. 16(a) The Contractor shall pay into the Boilermakers National Annuity Trust such hourly contributions as specified in applicable local or area agreements for the Contractor by all of his employees who are covered by this Agreement (including foremen). The Contractor shall provide the employee with a weekly payroll stub itemizing the amount paid to his annuity. The Contractor agrees to and shall be bound by the provisions of Addendum E attached hereto relating to said National Annuity Trust.

Art. 16(b) Where there is in effect a local annuity plan, the Contractor will pay into the Boilermakers National Annuity Trust the amount of contributions required under the local area agreements by National Transient

1 employees (including foremen). However,
2 on all local men, the Contractor will pay the
3 required contribution to the local annuity
4 fund as required under the local area agree-
5 ments by such local men. In no case will the
6 Contractor be required to pay the full obli-
7 gation to both funds.

8
9 **Art. 16(c)** No contribution will be paid into
10 the Boilermaker National Annuity Trust for
11 a learner helper during the first 30 days of
12 their probationary period.
13
14
15
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17

18 **ARTICLE 17**

19 **OTHER FRINGE CONTRIBUTION FUNDS**

20 **Art. 17(a)** Where there is in effect a local or
21 area agreement in the area covered by the
22 NTL Agreement requiring contributions to
23 any such other Funds, excluding Industry
24 Advancement Funds, the Contractor agrees
25 to make the required contributions to said
26 Fund for all hours worked by local men and
27 to be governed by the provisions of the
28 applicable Trust Agreement.

29 **Art. 17(b)** Insofar as National Transient
30 Lodge Members are concerned, however, the
31 required contributions to such Funds, other
32 than for pension, health & welfare, appren-
33 ticeship, annuity, and Industry Advancement
34 Funds, shall be paid direct to the National
Transient employees involved on an hourly

1 basis and included in his weekly paycheck
2 except as provided in Article 13(c).
3
4

5 **ARTICLE 18**

6 **BOND REQUIREMENTS**

7
8 All Contractors employing employees
9 under this Agreement shall cause to be post-
10 ed a Surety Bond to assure proper and time-
11 ly payment of the fringe benefit contribu-
12 tions and other deductions required by
13 Articles 5, 13, 14, 15, 16, and 17 of this
14 Agreement and its appendices.
15

16 The minimum amount of the Surety Bond
17 shall be fifty thousand dollars (\$50,000.00)
18 and is applicable for all new signatory
19 Contractors and those signatory Contractors
20 whose Boilermaker man-hours total 100,000
21 or less as determined on a yearly basis. The
22 amount of the Surety Bond shall be eighty
23 thousand dollars (\$80,000.00) for those
24 Contractors who work over 100,000
25 Boilermaker man-hours. The Union will con-
26 sider a legally authorized bank letter of cred-
27 it in the appropriate amounts in lieu of bond.

28
29 Evidence, satisfactory to the International
30 Union, of such bonding must be presented
31 prior to the start of any construction project
32 or job and such evidence shall be main-
33 tained in the office of the Director of the
34 NTD. It is agreed that the Surety Bond may

1 not be canceled without approval of the
2 International Union.

3
4 The International Union may refuse to
5 refer men to and may withdraw men from
6 any Contractor who has not posted a bond
7 as required under this Article and such
8 refusal or withdrawal will not constitute a
9 violation of this Agreement.

10
11 **ARTICLE 19**
12 **HOURS**

13 **Art. 19(a)** Working hours shall be eight (8)
14 hours per day, forty (40) hours per week,
15 Monday to Friday inclusive, unless other-
16 wise provided for in local or area agree-
17 ments that have been approved by the
18 International President.

19
20
21 **Art. 19(b)** The regular starting time shall be
22 eight (8) a.m. unless changed by mutual
23 agreement between the local union repre-
24 sentative, NTL Business Manager or
25 Assistant, and the job foreman.

26
27 **Art. 19(c)** At the Contractor's option, a four-
28 day 10-hour-per-day workweek (4/10s), with
29 a Friday make-up at straight time, can be
30 established. In the case of a four-day work-
31 week being instituted, the maximum five-day
32 subsistence will be paid. Such jobs shall begin
33 as a four-day workweek and can be changed
34 only in accordance with Article 19(d).

1 **Art. 19(d)** Work hours may be altered to meet
2 local conditions by mutual, written agreement
3 between the local Business Manager and/or
4 the NTL Business Manager or Assistant, and
5 the Contractor's representative.

6
7 **ARTICLE 20**
8 **SHIFT WORK**

9
10 **Art. 20(a)** Shift work will be paid in accor-
11 dance with applicable local or area agree-
12 ments, except where the applicable local or
13 area agreement requires shift work to be
14 paid on a premium overtime basis.

15
16
17 **Art. 20(b)** Where there is no shift work pro-
18 vision in the local or area agreement for the
19 type of work involved, the following shall
20 apply: Eight (8) hours of work will consti-
21 tute a normal day's work on the day shift.
22 Where a second shift is required, seven and
23 one-half (7-1/2) hours work with eight (8)
24 hours pay shall constitute a normal day's
25 work on the second shift. When a third shift
26 is required, seven (7) hours work with eight
27 (8) hours pay shall constitute a normal day's
28 work on the third shift. Overtime will be
29 paid for the hours worked in excess of the
30 shift hours indicated above. In the event of
31 any variation of the normal work day, shift
32 hours and pay will be on a comparable basis
33 as provided for herein.

1 **Art. 20(c)** When so elected by the
2 Contractor, men may be worked on a shift
3 basis in accordance with appropriate local
4 or area agreement having jurisdiction, pro-
5 vided the Business Manager of the
6 Brotherhood is notified twenty-four (24)
7 hours in advance of the effective date of the
8 starting of such a shift.

9
10 **Art. 20(d)** When a job is to run for less than
11 the number of consecutive days specified in
12 the appropriate local or area agreement it will
13 be considered a short or irregular shift work
14 job and the second and/or third shift shall be
15 paid for at the appropriate overtime rate or
16 an arrangement can be worked out between
17 the Contractor and the Business Manager
18 where two shifts can be worked with each
19 shift working four (4) straight time hours and
20 the balance of the hours at overtime.

21
22 On all shift work, the regular straight time
23 workweek begins with the day shift on
24 Monday and ends after each shift has
25 worked five days. A holiday is the 24-hour
26 period beginning at the regular starting time
27 of the day shift.

28
29
30 **ARTICLE 21**
31 **OVERTIME AND HOLIDAYS**

32 **Art. 21(a)** On all work, other than shift
33 work as provided in Article 20, the premium
34

1 overtime rate shall be as set forth in the local
2 and area agreement and shall be paid for all
3 time worked on Saturdays, Sundays, and
4 the following holidays: New Year's Day,
5 Memorial Day (May 30th or a day agreed
6 upon in advance thereof between the local
7 Business Manager and Contractor),
8 Independence Day, Labor Day,
9 Thanksgiving, Christmas, and/or any other
10 holidays observed in the Boilermakers local
11 or area agreement covering the location
12 where the work is being performed provid-
13 ed, however, that there is other Boilermaker
14 work on the project being performed under
15 local or area rules.

16
17 **Art. 21(b)** No work shall be performed on
18 Labor Day, except for the preservation of life
19 and property.

20
21 **Art. 21(c)** When a holiday falls on Saturday
22 or Sunday, the day observed by the Nation
23 will be observed.

24
25 **Art. 21(d)** Any deviation from this Article
26 will be by mutual agreement between the
27 Contractor and the NTL Business Manager
28 or Assistant.

29
30 **Art. 21(e)** Overtime is not to be demanded
31 of any Contractor by any workman covered
32 by this Agreement as a condition for
33 employment on a job.
34

1 **Art. 21(f)** No employee will be allowed to
2 work more than sixteen (16) consecutive
3 hours without an eight (8) hour break,
4 except as mutually agreed to between the
5 Contractor and the Business Manager.
6

7 **Art. 21(g)** Employees required to work
8 unscheduled overtime in excess of two (2)
9 hours past the regular quitting time of their
10 shift shall be allowed thirty (30) minutes to
11 eat lunch without loss of pay and, if work is
12 to continue an additional four (4) hours,
13 they shall be allowed an additional thirty
14 (30) minutes to eat without loss of pay.
15
16
17

18 **ARTICLE 22**

19 **WAITING TIME AND TRAVEL AUTHORIZATION**

20 **Art. 22(a)** Reporting and travel expense
21 authorization shall be made by the author-
22 ized Company representative. On the com-
23 pletion of a job the Company's foreman or
24 office must immediately either authorize
25 each man to report to a new job for rehire or
26 inform him that the Company has no work
27 for him for the time being.
28

29 **Art. 22(b)** The reporting date shall not be
30 later than five (5) regular working days after
31 the date of authorization or waiting time
32 and subsistence will be paid after the fifth
33 regular working day.
34

1 **Art. 22(c)** When men are authorized by the
2 Contractor to report to a job at another loca-
3 tion on a certain day, but are not placed at
4 work until a later date, they shall be paid
5 two and one-half (2-1/2) hours at the estab-
6 lished local rate for each normal working
7 day after so reporting until given work or
8 released from the job, in which case the man
9 will be paid return transportation to his
10 home or to the point from which he was
11 hired, whichever is less.
12

13 **Art. 22(d)** No waiting allowance will be
14 made for days lost on account of unwork-
15 able weather unless already on waiting time.
16

17 **Art. 22(e)** No waiting allowance shall be
18 paid for days lost at any time on account
19 of strikes.
20

21 **ARTICLE 23**

22 **MINIMUM PAY AND REPORTING TIME**

23 **Art. 23(a)** All employees employed on work
24 covered by Article 2(a) or 2(b) who report for
25 work shall receive not less than two (2) hours
26 pay. If the employee starts to work, he shall
27 receive four (4) hours pay or be paid for the
28 time required to remain on the job, whichever
29 is greater. The foreman on the job, shall
30 determine whether or not such employees
31 will start work, and when employees shall be
32 released in keeping with the above.
33
34

1 **Art. 23(b)** If an employee is laid off after
2 beginning the second half of his shift for any
3 reason other than bad weather, breakdown
4 in machinery, or any cause beyond the direct
5 control of the Contractor, he shall receive a
6 full day's pay at the applicable rate.

7
8 **Art. 23(c)** Any employee who is called to
9 work at or after the starting time of the first
10 half of a day, shall receive four (4) hours pay,
11 and if he continues on the second half of the
12 day, he shall receive a full day's pay unless
13 laid off because of bad weather, breakdown
14 in machinery, or any cause beyond the direct
15 control of the Contractor.

16
17 **Art. 23(d)** Any employee who reports to
18 work on his initial day of employment and is
19 not given work shall receive four (4) hours pay.

20
21 **Art. 23(e)** In order to qualify for the pay
22 provided for in this Article, the employee
23 must remain on the job available for work
24 during the period of time for which he
25 receives pay unless released sooner by the
26 Contractor's foreman.

27
28 **Art. 23(f)** On premium days, in the event
29 an employee who is already employed on
30 the job is sent home before regular starting
31 time, he will be paid two (2) hours at the
32 straight time rate. A new employee, howev-
33 er, will be paid in accordance with the pro-
34 vision of Article 23(d).

1 **Art. 23(g)** The foregoing provisions shall
2 not apply when the employee has been
3 properly notified before leaving his resi-
4 dence not to report to work because of
5 inclement weather.

6
7 **Art. 23(h)** The provisions of Articles 23(c)
8 and 23(d) shall not be applicable where the
9 employee is tardy, voluntarily quits or lays
10 off, in which event he shall be paid for the
11 time actually worked or the time required to
12 remain on the job, whichever is greater.

13
14
15 **ARTICLE 24**
16 **TRAVEL ALLOWANCE OR SUBSISTENCE**

17
18 **Art. 24(a)** The Contractor shall pay all
19 employees covered by the provisions of this
20 Agreement the subsistence or daily travel
21 allowance provided for in the local or area
22 agreement.

23
24 **Art. 24(b)** Any NTL employee employed on
25 work coming under Articles 2(a) and 2(b) of
26 this Agreement who qualify for transporta-
27 tion pay under Article 25(a) and who is
28 working more than sixty (60) miles from the
29 city/town hall of his permanent residence
30 shall receive an allowance of fifty-one dollars
31 (\$51.00) per day for each day reporting for
32 work. (This allowance shall be effective on all
33 jobs bid on or after November 1, 2004.) The
34 allowance shall be fifty-two dollars (\$52.00)

1 per day effective November 1, 2005, and
2 fifty-three dollars (\$53.00) per day effective
3 November 1, 2006. Should a local or area
4 agreement require a higher daily subsistence,
5 then the higher amount will be paid.
6

7 This allowance will be paid to employees
8 covered above on any holiday specified by
9 this Agreement falling during the normal
10 workweek (Monday through Friday), pro-
11 vided the employee works the first sched-
12 uled work day before and after the holiday.
13

14 The foregoing provisions alleviate some of
15 the hardship imposed on all the NTL
16 employees who move from job to job and in
17 some cases receive subsistence while in oth-
18 ers they do not.
19

20 **ARTICLE 25** 21 **TRANSPORTATION PAY**

22 It is the intention of the parties that employ-
23 ment of all men commences and ends at the
24 job site. However, in recognition of travel
25 costs incurred by the men before commence-
26 ment and after termination of their employ-
27 ment the following shall govern:
28

29 **Art. 25(a)** When a national transient boiler-
30 maker is authorized to travel at the
31 Contractor's expense from where he is to his
32 next work or from the job from which he
33
34

1 was laid off to the point from which he was
2 hired or his home, whichever is less, he shall
3 be allowed a transportation allowance for
4 miles traveled at the current I.R.S. tax free
5 rate per mile. Transportation allowance may
6 be determined in advance at the option of
7 the Contractor with mileage over the most
8 direct main traveled route as determined
9 from the Rand McNally Atlas.
10

11 **Art. 25(b)** Local or NTL boilermakers
12 referred by the local union having jurisdic-
13 tion shall be paid transportation at the rate
14 provided for in the local or area agreement.
15

16 **Art. 25(c)** In order to qualify for transporta-
17 tion in accordance with the provisions of
18 Articles 25(a) and 25(b) it is understood that
19 all employees, unless transferred sooner at
20 the option of the Contractor, (1) must remain
21 at work on the job at least twenty (20) work-
22 ing days, or (2) in case of jobs of less than
23 twenty (20) working days, they must remain
24 on the job for the duration thereof.
25

26 **Art. 25(d)** Transportation allowance will be
27 paid in the employee's third or last pay-
28 check, whichever is earlier. However, if an
29 employee fails to comply with the require-
30 ments of this Section, such allowances shall
31 be deducted from his final paycheck.
32

33 **Art. 25(e)** Employees who quit or are dis-
34 charged for just and sufficient cause before

1 completion of a job will not be entitled to
2 return transportation.
3

4 **ARTICLE 26**
5 **PAY DAY**
6

7 **Art. 26(a)** The Brotherhood recognizes that
8 the scattered and remote location of jobs
9 with respect to the accounting office of the
10 Contractor requires a reasonable length of
11 time for mail travel and payroll accounting,
12 but expects that arrangements will be made
13 whereby employees will not be required to
14 wait longer than five (5) days for their pay
15 checks, with possible exceptions in remote
16 locations. By mutual agreement the
17 Contractor may institute direct deposit for
18 their employees on a voluntary basis. If the
19 employee agrees to have their checks direct
20 deposited, Articles 26(b), 26(c), and 26(d)
21 will apply to the check stub only.
22

23 **Art. 26(b)** If pay checks have not been
24 received on the job by the fifth (5th) work-
25 ing day (Holidays not excluded) after the
26 pay period ends, the Contractor shall make
27 arrangements to have the men paid on the
28 job. Failing to do so, the Contractor will be
29 required to pay overtime for waiting.
30 Overtime will be computed on the basis of
31 actual time required to wait or two (2)
32 hours per day, whichever is less. The fore-
33 going would not apply when extenuating
34

1 circumstances exist beyond the control of
2 the Contractor.
3

4 **Art. 26(c)** Men discharged or laid off will
5 be paid in full at the time of termination.
6 Failure to do so, the Contractor will be
7 required to pay for waiting as required by
8 Article 26(b).
9

10 **Art. 26(d)** Men who quit may be required
11 to wait until the following pay day for their
12 pay. If an employee advises the Contractor
13 that he is quitting and so requests, his final
14 check shall be mailed to him not later than
15 one (1) day after payday.
16

17 **ARTICLE 27**

18 **WORKING CONDITIONS**
19

20 **Art. 27(a)** Men will be allowed sufficient
21 time not to exceed ten (10) minutes at the
22 end of the day to put away their tools, if
23 required, prior to quitting time.
24

25 **Art. 27(b)** A reasonable clean, warm, dry
26 place within close proximity to the work site
27 shall be provided for the men to change
28 their clothes and eat lunches. Suitable drink-
29 ing water will be made available.
30

31 **Art. 27(c)** Reasonable sanitary facilities will
32 be made available on all jobs.
33
34

1 **Art. 27(d)** All work of the Employer shall
2 be performed under safety conditions which
3 must conform to Contractor, State, and
4 Federal Regulations. When provided,
5 employees will utilize proper safety devices
6 and methods at all times. Repeated or seri-
7 ous employee violations will be considered
8 proper cause for disciplinary action up to
9 and including discharge.
10

11 **Art. 27(e)** The parties to this Agreement are
12 committed to the maintenance of safe and
13 efficient work environment for all employees
14 free from the effects of alcohol, illegal drugs,
15 and other controlled substances. The use or
16 possession of alcohol or illegal drugs by
17 employees while on duty or on the job
18 site/property is prohibited. If required by a
19 customer or law, the Contractor shall have
20 the right to require drug testing of all employ-
21 ees as a condition of employment. Costs of
22 these tests will be covered by MOST in accor-
23 dance with their current policies as approved
24 by the Board of Trustees.
25

26 **Art. 27(f)** All Employees employed on
27 Article 2(a) or 2(b) jobs shall be furnished
28 suitable replacement gloves or given a glove
29 allowance of one dollar (\$1.00) per day. The
30 glove allowance will not be paid if gloves
31 are required by law.
32

33 **Art. 27(g)** Any welder who is required to
34 take a test shall be paid at the applicable rate

1 for the time required to take the test, but not
2 less than two (2) hours pay. Transportation
3 allowance shall be paid to the place of test-
4 ing and to the job site, provided he passes
5 the test, or he presents satisfactory evidence
6 of his qualifications as a welder, accepts
7 offered employment, and remains on the job
8 as specified in Article 25(c).
9

10 **ARTICLE 28** 11 **UNION STEWARD AND REPRESENTATIVES**

12 **Art. 28(a)** On all jobs, the local Business
13 Manager or NTL Business Manager or
14 Assistant will designate a Steward whose
15 duties shall consist of seeing that all work-
16 men are members in good standing of the
17 Brotherhood in accordance with the provi-
18 sions of Article 4(a) and who will either han-
19 dle grievances that may arise with the fore-
20 man on the project or report them to the
21 local Business Manager or NTL Business
22 Manager or Assistant.
23

24 **Art. 28(b)** When a Steward has not been
25 appointed by the local Business Manager or by
26 the NTL Business Manager or Assistant in the
27 area where work is erected, the crew on the job
28 will designate one of their number to act as
29 temporary Steward. The Steward will remain
30 on the job at all times when work is being per-
31 formed except when he is not qualified to per-
32 form the available work.
33
34

1 **Art. 28(c)** It is understood that the Steward
2 selected by the local Business Manager will
3 be from among the employees accepted by
4 the Contractor as competent and qualified to
5 do the work and that if it is not practical to
6 retain that person until the end of the job, the
7 local Business Manager will be notified in
8 time to appoint a successor.

9
10 **Art. 28(d)** Stewards shall not, by reason of
11 their position as Stewards, be exempt from
12 the work required of journeymen on the job
13 site and shall work the full day of journey-
14 men except when engaged in handling
15 grievances of the Union or other recognized
16 duties related to the successful prosecution
17 and completion of the job. The Steward's
18 decisions are subject to review and revision
19 by the NTL Business Manager or Assistant
20 and local Business Manager. Stewards shall
21 receive the regular journeyman's rate of pay.

22
23 **Art. 28(e)** National Transient Lodge
24 Business Manager, Assistants, and area local
25 Business Managers shall have access to all
26 jobs during working hours and will not
27 unnecessarily delay progress of the job.
28 Contractor shall make all necessary arrange-
29 ments for the admission of such representa-
30 tives, subject to customer's regulations,
31 without unnecessary delay.

32
33 **Art. 28(f)** In accordance with the NTL By-
34 Laws, the NTL Business Manager shall be

1 Chairman of the NTL Negotiating Committee
2 and he shall administer the terms of the NTL
3 Agreement with the NTL Assistants and NTL
4 Negotiating Committee provided for in
5 Article 7.7 of the NTL By-Laws.

6
7 The Director of the NTD shall direct the
8 NTD staff and report to the International
9 President on all matters. The location of the
10 NTD office and home point of the Director
11 of the NTD shall be subject to the approval
12 of the International President.

13 **ARTICLE 29** 14 **WAGE INDUCEMENT PROGRAM**

15
16 **Art. 29(a)** Except on building trades proj-
17 ects, wage inducement programs may be
18 used on the erection of work under Articles
19 2(a) and 2(b).

20
21 **Art. 29(b)** Where wage inducement pro-
22 grams are used, the Contractor and the
23 Brotherhood agree to equitable cooperation
24 during the life of this Agreement. In no case
25 shall the total earnings of an employee be
26 less than he would have earned at his regu-
27 lar hourly rate for the pay period. The
28 Contractor shall have the responsibility of
29 administering such programs but discrimi-
30 nation against any individual may be han-
31 dled as a proper grievance.

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ARTICLE 30
ACCIDENTS

Art. 30(a) In case of minor injuries during working hours, the Contractor will make provisions for transportation or reimburse the injured employee the current I.R.S. tax free rate per mile for repeated visits required by the doctor designated by the signatory company in the event transportation is not provided by the company; also, such injured employee will be paid for time lost due to follow up treatments if they cannot be scheduled outside of regular working hours. Any employee who is injured on the job to the extent of being unable to work the balance of the day, will be paid for the full day at his regular hourly rate.

Art. 30(b) In the event of any serious or fatal accident the Contractor shall immediately notify the NTL Business Manager or Assistant, the National Transient Division, and the area local Business Manager.

ARTICLE 31
ADJUSTMENT OF GRIEVANCES

Art. 31(a) In order to be recognized and processed under the provisions of this Article all grievances must be filed in writing with details specific to said grievance within thirty (30) days. In the event a grievance or dispute

is not satisfactorily settled by the employee and his Steward and/or union representative and the Contractor's foreman on the job site within ten (10) days, it shall be referred forthwith by the union representative to the NTL Business Manager or Assistant and by the Contractor's foreman to the Contractor's office. If these in turn are not able to arrive at any agreement within fifteen (15) days, the grievance or dispute shall be referred to the chairmen of the respective negotiating committees who shall render a decision.

Art. 31(b) Any questions involving the intent, application, or interpretation of Article 2 shall be referred to the joint sub-committees on work jurisdiction for decision. Questions relative to the balance of this Agreement shall be referred to the joint chairmen for decision.

Art. 31(c) In the event any matter referred to the two chairmen as provided above is not settled within thirty (30) calendar days, the matter in dispute will be submitted in writing by the Union, or by the Contractor, or by both to an arbitration committee consisting of a representative of the Union, a representative of the Employer, and a third member to be chosen by those two (2) jointly. The decision of the majority of the arbitration committee shall be final and binding on the parties involved. Such decision shall be within the scope and terms of this Agreement, but shall

1 not change such scope and terms; shall be
2 rendered within ten (10) calendar days from
3 the time of reference to the arbitration com-
4 mittee, and shall specify whether or not it is
5 retroactive and the effective date thereof.

6
7 If the two members of the arbitration com-
8 mittee fail to select a neutral member within
9 five (5) calendar days, the two members
10 already appointed shall, within five (5) cal-
11 endar days, call upon the Federal Mediation
12 and Conciliation Service to make the third
13 selection. In the event either Contractor or
14 Union representative fails to cooperate in
15 calling upon the Federal Mediation and
16 Conciliation Service within the said five (5)
17 calendar days, the other representative shall
18 have the authority to make such request.

19
20 The expense of the third member of the
21 arbitration committee shall be borne equally
22 by the Union and the Employer. All other
23 expenses of the arbitration procedure will be
24 borne by the party incurring them.

25
26 Any grievance must be submitted in writ-
27 ing to the other party within thirty (30) cal-
28 endar days of occurrence or it will be con-
29 sidered closed.
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ARTICLE 32 STRIKES OR LOCKOUTS

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Art. 32(a) There shall be no strikes, slow-
downs, or work suspensions of any kind
during the life of this Agreement over any
matter until after the procedure herein
established has failed, and then only after
approval has been given by the International
President in conformity with the
Constitution of the Brotherhood.

Art. 32(b) There shall be no lockout on the
part of the Employer during the life of this
Agreement.

Art. 32(c) Workmen will not be expected to
pass through a legal and properly estab-
lished picket line.

ARTICLE 33 PROJECT AGREEMENT

Art. 33(a) Project Agreements covering
specific jobs may be made to cover peculiar
problems by mutual agreement between the
NTL Business Manager or Assistant, the
local union representative, a representative
of the Contractor, and approved by the
International President.

Art. 33(b) When the NTL Agreement is
excluded in its entirety from Project

1 Agreements, all employees of the
2 Contractor shall be paid subsistence pay in
3 accordance with the provisions of Article
4 24(b) of this Agreement.
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8 **ARTICLE 34**
9 **VIOLATION OF AGREEMENT**

10 **Art. 34(a)** Violation, evasion, or misinterpre-
11 tion of the terms of this Agreement, unless
12 corrected and discontinued, will be sufficient
13 cause for the cancellation of the agreement
14 between the violating company and the
15 International Brotherhood at any time.
16

17 **Art. 34(b)** Violations of these rules may
18 subject employees individually or collective-
19 ly to discipline, suspension, or discharge.
20

21 **ARTICLE 35**
22 **AGREEMENT QUALIFICATION**

23 It is not the intent of either party hereto to
24 violate any laws or rulings or regulations of
25 any governmental authority or agency hav-
26 ing jurisdiction of the subject matter of this
27 Agreement, and the parties hereto agree that,
28 in the event any provision of this Agreement
29 is held to be unlawful or void by any tribu-
30 nal having the right to so hold, the remainder
31 of the Agreement shall remain in full force
32 and effect, unless the parts so found to be
33
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1 void are wholly inseparable from the
2 remaining portions of this Agreement.
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6 **ARTICLE 36**
7 **TERMINATION OR RENEWAL**

8 **Art. 36(a)** This Agreement shall continue in
9 effect from November 1, 2004 through
10 October 31, 2007 and thereafter for successive
11 one-year periods until amended or terminat-
12 ed by either party by giving to the other party
13 notice of such termination at least sixty (60)
14 days prior to its anniversary date. However,
15 by mutual agreement between the Chairman
16 of the respective Committees, this Agreement
17 may be opened up for negotiations at any
18 time during the life of this Agreement.
19

20 **Art. 36(b)** This Agreement contains all the
21 covenants, stipulations, and provisions agreed
22 upon by the parties hereto and no agent or rep-
23 resentative of either party has authority to
24 make, and none of the parties shall be bound
25 by or be liable for, any statement, representa-
26 tion, promise, inducement, or agreement not
27 set forth herein. Any provision in the working
28 rules of the Brotherhood with reference to the
29 relations between the Contractor and his
30 employees not expressly reaffirmed in this
31 Agreement shall be deemed to be waived and
32 any such rules or regulations which may here-
33 after be adopted by the Brotherhood shall
34 have no application to the work hereunder.

1 **Art. 35(c)** It is not the intent of the
2 Brotherhood to enter into any written or oral
3 agreement with any Contractor on terms
4 and conditions more advantageous than
5 those contained in this Agreement.
6 However, if the Brotherhood should, for any
7 reason, enter into an agreement with any
8 other Contractor on terms and conditions
9 more advantageous to such Contractor than
10 those contained in this Agreement, then
11 such advantageous terms and conditions
12 shall be made available to all Contractors
13 signatory hereto.
14

15 The preceding Agreement was negotiated
16 at a general conference of Contractors and
17 the Brotherhood in Oak Lawn, Ill., August
18 24, 2004, and Key West, Fla., October 19,
19 2004, by the following committees:
20

21 **Representing the Contractors:**

22 Ronnie L. Traxler, CBI Services, Chairman
23 Dave Zach, Nooter, Secretary
24 Dick Manjone, CBI Services
25 Mike Santoro, CBI Services
26 Ken Lawson, Enerfab
27 Jack Whitlow, Fisher Tank
28 Jim Hammond, Matrix
29 John H. Dreher, Nooter
30 Jerry L. Dawson, RECO
31
32
33
34

1 **Representing the Brotherhood:**

2 Wil Hinojosa, Co-Chairman
3 William J. Almond, Co-Chairman
4 Shon Almond
5 John A. "Tony" Gallo
6 Robert Heine
7 Gary Scott
8 Ronnie Vanscoy
9 Alvah Watts
10

11 **Union Observers:**

12 Newton B. Jones, International President
13 Charles W. Jones, Intl. Pres. Emeritus
14 Sam May, IVP — Southeast
15 Larry McManamon, IVP — Great Lakes
16 Sean Murphy, IVP — Northeast
17 Warren Fairley, Asst. to Intl. President
18 Jim McCormick, Asst. to Intl. President
19 Mike DiCicco, Deputy Dir. Const. Division
20 Clayton Plummer, Intl. Rep.
21 Mark Vandiver, Intl. Rep.
22 Ed Vance, District 57
23 Ron Keck, Lone Star District
24 Mike Dietrich, NTL
25 Basil Keaton, NTL
26 Jim Porter, L-40
27 Van Stephens, L-105
28 Mike Ventrone, L-154
29 Ray Ventrone, L-154
30 Ernest Dorsey, L-193
31 Marlin McCurdy, L-242
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1 Contractor Observers:
2 Larry Jansen, ARB, Inc.
3 Randy Murphy, Chattanooga Boiler & Tank
4 Jerry Stetzler, Chattanooga Boiler & Tank
5 Jim Miller, Fisher Tank
6 Rony Botwinis, Matrix
7 Kelly Ralph, Matrix
8 Matt Detelich, Mueller Field Operations, Inc.
9 Mark Wiener, Mueller Field Operations, Inc.
10 Jimmy Nelson, Nooter Construction Co.
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ADDENDUM A

Add. A(1) In the Agreement to which this is an appendix and in this appendix, the Boilermakers National Health and Welfare Fund is referred to as "National Welfare Fund," "Welfare Fund," or "Fund." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

Add. A(2) Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of October 1, 1954, establishing the Boilermakers National Health and Welfare Fund and by any amendments to said Trust Agreement.

Add. A(3) Payment of Employer contributions to the National Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trustees of said Fund.

Add. A(4) Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.

Add. A(5) Employer hereby authorizes and directs the committee in this Agreement named as representing the Contractors, and

1 as to the future, the committee named in the
2 then current Agreement successor to this
3 Agreement with the Union, or any local
4 thereof, to do each and all of the following in
5 his (Employer's) name and behalf, either
6 individually or in conjunction with other
7 Employers covered by this Agreement.
8

9 **Add. A(5)(a)** Execute the Agreement and
10 Declaration of Trust establishing the
11 National Welfare Fund;
12

13 **Add. A(5)(b)** Exercise any rights, powers,
14 and authority given or provided by said
15 Trust Agreement or any amendments there-
16 to, to elect, select, appoint, or to vote for one
17 or more Employer Trustees and successor
18 Employer Trustees of the Fund, and to
19 remove or vote for or against the removal of
20 any Employer Trustees of the Fund;
21

22 **Add. A(5)(c)** Exercise any and all other
23 rights in connection with or relating to the
24 National Welfare Fund or its Trust
25 Agreement which are given the Employer,
26 either individually or together with other
27 Employers, under said Trust Agreement.
28

29 In exercising or in not exercising the
30 power and authorities herein granted, the
31 committee shall act on and in accord with,
32 but only on and in accord with, the vote of a
33 majority of the then members of the com-
34 mittee. Having so acted, the committee may

1 designate its then chairman, alone or togeth-
2 er with one or more of its members, or one
3 or more other members of the committee, to
4 vote or to execute any document on behalf
5 of the committee and/or Employer and/or
6 all or some of the other Employers covered
7 by this Agreement.
8

ADDENDUM B

9 **Add. B(1)** In the Agreement to which this
10 is an appendix and in this appendix, the
11 Boilermaker-Blacksmith National Pension
12 Trust is referred to as "National Pension
13 Trust," "Pension Trust" or "Trust," the
14 Contractor is referred to as "Employer" and
15 the Contractors are referred to as
16 "Employers."
17

18 **Add. B(2)** Employer agrees to be bound
19 by the Trust Agreement entered into as of
20 June 2, 1960, establishing the Boilermaker-
21 Blacksmith National Pension Trust and by
22 any amendments to said Trust Agreement,
23 and to execute an individual acceptance of
24 said Trust Agreement and amendments
25 upon request of the Union.
26

27 **Add. B(3)** Payment of Employer contribu-
28 tions to the National Pension Trust in the
29 amount specified in the Agreement to which
30 this is an Appendix shall be made on the
31 dates and in the manner and form prescribed
32 by the Trustees of said Trust; provided that
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no contributions shall be made prior to the receipt by such Trustees of a ruling from the Internal Revenue Service to the effect that the Pension Plan under said Trust qualifies under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling contributions shall be payable as of the effective date specified in the Agreement to which this is an Appendix.

Add. B(4) Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of that Trust.

Add. B(5) Employer hereby authorizes and directs the committee named in this Agreement as representing the Employers, and as to the future, the committee representing Employers named in the then current Agreement successor to this Agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement:

Add. B(5)(a) Execute the Trust Agreement establishing the National Pension Trust;

Add. B(5)(b) Exercise any rights, powers, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Trust, and to remove or vote for or against the removal of any Employer Trustee of the Trust;

Add. B(5)(c) Exercise any and all other rights in connection with or relating to the National Pension Trust or the Trust Agreement which are given the Employer, either individually or together with other Employers, under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee, and/or Employer, and/or all or some of the other Employers covered by this Agreement.

Add. B(6) Employer hereby irrevocably designates the Employer Trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employer's)

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1 representatives for the purposes set forth in
2 said Trust Agreement.

3 **ADDENDUM C**

4 **Add. C(1)** In the Agreement to which this
5 is an appendix and in this appendix, the
6 Boilermakers Area Apprenticeship Funds
7 are referred to as "Area Apprenticeship
8 Funds," "Apprenticeship Funds" and
9 "Funds." The National Joint Apprenticeship
10 Board is composed of an equal number of
11 Employer and Union representatives select-
12 ed to represent the various Areas established
13 by the Trust Agreement. The Contractor is
14 referred to as "Employer" and the
15 Contractors are referred to as "Employers."
16

17 **Add. C(2)** Employer agrees to be bound
18 by the Agreement and Declaration of Trust
19 establishing the Boilermakers Area
20 Apprenticeship Funds and by any amend-
21 ments to said Trust Agreement.
22

23 **Add. C(3)** Payment of Employer contri-
24 butions to the Boilermakers Area
25 Apprenticeship Funds shall be made on the
26 dates and in the manner and form pre-
27 scribed by the National Joint Apprenticeship
28 Board of said Funds.
29

30 **Add. C(4)** Employer hereby authorizes
31 and directs the committee in this Agreement
32 named as representing the Contractors and,
33
34

1 as to the future, the committee named in the
2 then current Agreement successor to this
3 Agreement with the Union or local thereof,
4 to do each and all of the following in his
5 (Employer's) name and on behalf, either
6 individually or in conjunction with other
7 Employers covered by this Agreement.
8

9 **Add. C(4)(a)** Execute the Agreement and
10 Declaration of Trust establishing the
11 Boilermakers Area Apprenticeship Funds;
12

13 **Add. C(4)(b)** Exercise any rights, powers
14 and authority given or provided by said
15 Trust Agreement or any amendments there-
16 to to elect, select, appoint, or to vote for one
17 Employer Member of the National Joint
18 Apprenticeship Board and a successor
19 Employer Member of such Board, and to
20 remove or vote for or against the removal of
21 any Employer National Board Member
22 selected under this Agreement.
23

24 **Add. C(4)(c)** Exercise any and all other rights
25 in connection with or relating to the
26 Boilermakers Area Apprenticeship Funds or
27 its Trust Agreement, which are given the
28 Employer, either individually or together with
29 other Employers, under said Trust Agreement.
30

31 In exercising or in not exercising the power
32 and authorities herein granted, the committee
33 shall act on and in accord with, but only on
34 and in accord with, the vote of a majority of the

1 then members of the committee. Having so
2 acted, the committee may designate its then
3 chairman, alone or together with one or more
4 of its members, or one or more other members
5 of the committee, to vote or to execute any doc-
6 ument on behalf of the committee, and/or
7 Employer, and/or all or some of the other
8 Employers covered by this Agreement.

10 **ADDENDUM D**

11 **RULES COVERING DISMANTLING, DEMOLITION, 12 CONVERSION, MAINTENANCE, AND REPAIRS**

13 **Add. D(1) Rule 1 — Definition of Maintenance**
14 **and Repair.** It is agreed between the Union and
15 the Employer that the provisions of this
16 Addendum is applicable to maintenance,
17 repair, replacement of parts, demolition, and
18 renovation work that is primarily within the
19 recognized and traditional jurisdiction of the
20 Union and shall be performed in accordance
21 with the terms of this Addendum by a signa-
22 tory party to this Agreement.

23 When working Addendum D of the NTL
24 Agreement in conjunction with any of the
25 National Maintenance Agreements on a
26 project, it is understood that all terms and
27 conditions of the National Maintenance
28 Agreements would apply except for the
29 local referral or hiring section, which would
30 be in accordance with Article 2(a), 2(b), or
31 2(c), whichever is applicable according to
32 the type of work to be performed.
33
34

1 All terms and conditions noted above
2 refer to wages, subsistence, and shift differ-
3 ential contained in the appropriate National
4 Maintenance Agreements. Appropriate field
5 dues are per Article 5 of this Agreement.

7 **Add. D(2) Rule 2 — Definitions.**

8
9 **Add. D(2)(a)** Maintenance shall be work
10 performed for the repair, replacement, reno-
11 vation, revamp, and upkeep of property,
12 machinery and equipment within the limits
13 of the plant property or other locations relat-
14 ed directly thereto.

15
16 **Add. D(2)(b)** The word "repair," used
17 within the terms of this Addendum and in
18 accordance with maintenance, is work
19 required to restore by replacement of parts
20 of existing facilities to efficient operating
21 conditions.

22
23 **Add. D(2)(c)** The word "renovation," used
24 within the terms of this Addendum and in
25 connection with maintenance, is work
26 required to improve and/or restore by
27 replacement or by revamping parts of exist-
28 ing facilities to efficient operating condition.

29
30 **Add. D(2)(d)** The term "existing facilities,"
31 used within the terms of this Addendum is
32 limited to a constructed unit already com-
33 pleted and shall not apply to any new unit to
34 be constructed in the future even though the

1 new unit is constructed on the same proper-
2 ty or premises.

3 **Add. D(3) Rule 3 — Scope of Work.**

4 **Add. D(3)(a)** The provisions of this
5 Addendum covers all work to be performed
6 by the Employer for the purpose of mainte-
7 nance, repair, replacement of parts, and ren-
8 ovation work in various plants wherein the
9 Employer works, assigned by the owner to
10 the Employer, and performed by the
11 employees covered by this Addendum.

12 **Add. D(3)(b)** The provisions of this
13 Addendum do not cover work performed
14 by the Employer of a new construction
15 nature, in which event said work shall be
16 done in accordance with existing provisions
17 of this Agreement.

18 **Add. D(3)(c)** The Union and the Employer
19 understand that the owner may choose to
20 perform or directly subcontract or purchase
21 any part or parts of the work necessary on
22 this project with due consideration given to
23 achieving the highest maintenance standards
24 and harmonious working conditions herein.

25 **Add. D(3)(d)** All subcontractors to the
26 Employer who may perform work within
27 the Boilermaker craft jurisdiction under this
28 Agreement shall abide by the terms of this
29 Agreement.

1 **Add. D(4) Rule 4 — Shift Starting Time,
2 Overtime Payment, and Equal Treatment.**

3 **Add. D(4)(a)** All time worked before and
4 after the established workday of eight (8)
5 hours, Monday through Friday, and all time
6 worked on Saturday, shall be paid at the rate
7 of time and one-half (1-1/2) except in cases
8 where such work is part of an employee's
9 regular Friday shift.

10 All time worked on Sunday shall be paid
11 for at the rate of double time (2) except in
12 cases where such work is part of an employ-
13 ee's regular Saturday shift. All time worked
14 on the holidays stated in Article 21 shall be
15 paid for at the rate of double time (2) except
16 in cases where such work is part of an
17 employee's regular straight time shift.

18 **Add. D(4)(b)** Shift work will be paid in
19 accordance with Article 20(a) or 20(b) of this
20 Agreement.

21 **Add. D(4)(c)** By mutual consent of the
22 Employer and the Union, the starting and
23 quitting times of any shift, including day
24 work, may be changed for all or any portion
25 of a particular job. For the purpose of this
26 Addendum, the standard work day of eight
27 (8) hours for the job or portion thereof to
28 which any such change of starting time
29 applies shall begin with such agreed start-
30 ing time.

1 **Add. D(4)(d)** Short or irregular work shift
2 rules in the applicable local or area mainte-
3 nance and repair agreement shall apply to
4 all work under this Addendum.
5

6 **Add. D(5) Rule 5 — Continuity of Work.**
7

8 **Add. D(5)(a)** There will be no work stop-
9 pages, strikes, or lockouts on maintenance
10 and repair work for any reason.
11

12 **Add. D(5)(b)** In the event of a work stop-
13 page due to a breakdown of negotiations,
14 men will continue to work on maintenance
15 and repair work covered by this Agreement.
16 The Employer, in order that continuity of
17 work shall be maintained, agrees to be
18 bound by all the terms of the new agreement
19 when negotiated, including wages on a
20 retroactive basis to the date of the new con-
21 tract, if such condition is established in the
22 new agreement.
23

24 **Add. D(6) Rule 6 — Hiring and Transfer of**
25 **Men.** The Employer, when performing work
26 under the provisions of this Addendum
27 agrees to hire men in any territory where
28 work is being performed or is to be per-
29 formed in accordance with the hiring proce-
30 dure as set forth in Article 2(a), 2(b), or 2(c)
31 of this Agreement.
32

33 An exception to the above is that on 'other
34 cylindrical structures' [Article 2(a)] in oil

1 refineries and or petro chemical plants, the
2 hiring procedure will be: The first two men
3 (exclusive of foremen) shall be transient
4 boilermakers and the next two men shall be
5 local boilermakers. The next man will be a
6 transient boilermaker followed by two local
7 boilermakers. Predicated upon job require-
8 ments, this ratio will be maintained when
9 hiring additional men for the job.
10

11 An exception to the above referenced
12 ratio is that on short duration jobs of six (6)
13 days or less in oil refineries and/or petro
14 chemical plants, the first four (4) men
15 excluding the foreman shall be transient
16 boilermakers. All other manning shall be in
17 keeping with Rule 6.
18

19 In the event the local lodge is unable to fill
20 the request of the Employer for employees
21 within a forty-eight (48) hour period after such
22 request for employees (Saturday, Sunday, and
23 holidays excepted), the Employer may
24 employ workmen from any source.
25

26 Foremen shall be assigned and transferred
27 as provided in Article 8 of this Agreement.
28

29 **Add. D(7) Rule 7 — Subsistence.**
30 Subsistence shall be paid to all employees in
31 accordance with the provisions of the appro-
32 priate local agreement.
33

34 In the event job conditions or extenuating

1 circumstances warrant, above Rule 7 may be
2 modified by mutual consent of the
3 Contractor and the Business Manager.
4 However, in no circumstances will the con-
5 ditions of Rule 7 be exceeded.
6

7 **ADDENDUM E**

8
9 **Add. E(1)** In the Agreement to which this
10 is an appendix and in this appendix, the
11 Boilermakers National Annuity Trust is
12 referred to as "National Annuity Trust,"
13 "Annuity Trust," or "Trust"; the Contractor
14 is referred to as "Employer," and the
15 Contractors are referred to as "Employers."
16

17 **Add. E(2)** Employer agrees to be bound
18 by the Trust Agreement entered into as of
19 November 1, 1985, establishing the
20 Boilermakers National Annuity Trust and
21 by any amendments to said Trust
22 Agreement, and to execute an individual
23 acceptance of said Trust Agreement and
24 amendments upon request of the Union.
25

26 **Add. E(3)** Payment of Employer contribu-
27 tions to the National Annuity Trust in the
28 amount specified in the Agreement to which
29 this is an Appendix shall be made on the
30 dates and in the manner and form prescribed
31 by the Trustees of said Trust; provided that no
32 contributions shall be made prior to the
33 receipt by such Trustees of a ruling from the
34 Internal Revenue Service to the effect that the

1 Annuity Plan under said Trust qualifies
2 under Section 401(a) of the Internal Revenue
3 code and that such Trust is tax exempt under
4 Section 501(a) of the Code; after receipt of
5 such ruling contributions shall be payable as
6 of the effective date specified in the
7 Agreement to which this is an Appendix.
8

9 **Add. E(4)** Employer shall furnish the
10 Trustees with information such as the names
11 of employees, classifications, Social Security
12 numbers, hours worked, and such other
13 information as may be required or deemed
14 necessary by the Trustees for the proper and
15 efficient administration of that Trust.
16

17 **Add. E(5)** Employer hereby authorizes
18 and directs the committee named in this
19 Agreement as representing the Employers,
20 and as to the future, the committee repre-
21 senting Employers named in the then cur-
22 rent Agreement successor to this Agreement
23 with the Union or any local thereof to do
24 each and all of the following in his
25 (Employer's) name and behalf, either indi-
26 vidualy or in conjunction with other
27 Employers covered by this Agreement:
28

29 **Add. E(5)(a)** Execute the Trust Agreement
30 establishing the National Annuity Trust;
31

32 **Add. E(5)(b)** Exercise any rights, powers,
33 and authority given or provided by said
34 Trust Agreement or any amendments there-

1 to, to elect, select, appoint, or to vote for one
2 or more Employer Trustees and successor
3 Employer Trustees of the Trust and to
4 remove or vote for or against the removal of
5 any Employer Trustee of the Trust;

6
7 **Add. E(5)(c)** Exercise any and all other
8 rights in connection with or relating to
9 National Annuity Trust or the Trust
10 Agreement which are given the Employer,
11 either individually or together with other
12 Employers, under said Trust Agreement.

13
14 In exercising or in not exercising the
15 power and authorities herein granted, the
16 committee shall act on and in accord with,
17 but only on and in accord with, the vote of a
18 majority of the then members of the com-
19 mittee. Having so acted, the committee may
20 designate its then chairman, alone or togeth-
21 er with one or more of its members, or one
22 or more other members of the committee, to
23 vote or to execute any document on behalf
24 of the committee, and/or Employer, and/or
25 all or some of the other Employers covered
26 by this Agreement.

27
28 **Add. E(6)** Employer hereby irrevocably
29 designates the Employer Trustee appointed
30 pursuant to said Trust Agreement, and their
31 successors collectively, as his (Employer's)
32 representatives for the purposes set forth in
33 said Trust Agreement.

UNION DIRECTORY

NATIONAL TRANSIENT DIVISION REPRESENTATIVES

William J. Almond, Director

5280 Old Springville Road, Suite 200
Pinson, AL 35126

Phone: Office 205-856-9080
Fax 205-856-9081

John A. (Tony) Gallo, International Rep.

10811 S. 865 East
Sandy, UT 84094

Phone: Office 801-571-1739
Fax 801-571-2928

Robert L. Heine Jr., International Rep.

3201 McKnight East Drive
Pittsburgh PA 15237

Phone: Office 412-367-1007
Fax 412-367-1445

NATIONAL TRANSIENT LODGE OFFICERS

Wilfredo (Will) Hinojosa
Business Manager and Secretary-Treasurer
 104 E. Dudley St.
 Maumee, OH 43537
 Phone: Office 419-887-1995
 Fax 419-887-1996

**Ronny Vanscoy, President &
 Assistant Business Representative**
 Phone: Office 304-675-7662
 Fax 304-675-6332

**Gary S. Scott, Vice President, Trustee Chairman,
 & Assistant Business Representative**
 Phone: Office 636-566-2004
 Fax 636-566-2007

**Shon Almond, Trustee, Recording Secretary, &
 Assistant Business Representative**
 Phone: Office 205-856-1540
 Fax 205-856-9081

**Mike Dietrich, Assistant Business
 Representative**
 Phone: Office 502-897-7696
 Fax 502-891-2582

Matt Dixon, Trustee

**CONTRACTOR DIRECTORY
 COMPANIES SIGNATORY TO THE NTL AGREEMENT**

AB&C Tank Services
 3401 Grand Ave
 Pittsburg, PA 15225
 412/771-7828
 412/771-7832 (fax)

ARB, Inc.
 26000 Commercentre Dr.
 Lake Forest, CA 92630
 949/454-7100
 949/595-5525 (fax)

All State Tank Company, Inc.
 511 Industrial Road A
 Grove, OK 74346
 918/787-2600
 918/787-2601 (fax)

American Boiler & Chimney Co.
 3401 Grand Avenue
 Pittsburg, PA 15225
 412/771-7828
 412/771-7832 (fax)

APComPower, Inc.
 2000 Day Hill Road, Box 568
 Windsor, CT 06095
 860/285-9655
 860/285-4120 (fax)

Artco Fabricating U.S.A., L.L.C.
 5849 Cinnamon Tree Lane
 St. Louis, MO 63129
 314/487-3444
 314/892-4130 (fax)

Associated Mechanical, Inc.
 P. O. Box 2448
 Shawnee Mission, KS 66201
 913/815-1108
 913/782-8500 (fax)

Atlantic Plant Maintenance
 3225 Pasadena Blvd.
 Pasadena, TX 77503
 713/475-4521
 713/740-8032 (fax)

BMW Constructors, Inc.
 P. O. Box 22210
 Indianapolis, IN 46222
 317/267-0400
 317/267-0572 (fax)

Caldwell Tanks, Inc.
 P. O. Box 35770
 Louisville, KY 40232
 502/964-3361
 502/966-8732 (fax)

CBI Services, Inc.
 14107 S Route 59
 Plainfield, IL 60544
 815/439-6668
 815/439-6001 (fax)

CBI Services, Inc.
 24 Reads Way
 New Castle, DE 19720
 302/325-8400
 302/323-0788 (fax)

Central Maintenance & Welding
P. O. Drawer 777
Lithia, FL 33547
813/737-1402
813/737-1446 (fax)

Chattanooga Boiler & Tank Co.
P. O. Box 110
Chattanooga, TN 37401
423/266-7118
423/755-6708 (fax)

Chester Pool Systems
3511 Foundation Boulevard
New Albany, IN 47150
812/949-7333
812/949-7337 (fax)

Construction Tank Services
12343 East Skelly Drive
Tulsa, OK 74128
918/879-2668
918/234-1270 (fax)

Construction & Turnaround Serv.
12343 East Skelly Drive
Tulsa, OK 74128
918/437-4400
918/437-0808 (fax)

CTI Field Services, Inc.
6100 Center Grove Road
Edwardsville, IL 62025
618/655-0010
618/655-0407 (fax)

Delta Nooter, Inc.
1400 South Third Street
St. Louis, MO 63104
314/421-7779
314/421-7452 (fax)

Double H Industrial Field
Service, Inc.
8459 US Highway 42, Ste 263
Florence, KY 41042
859/647-2770
859/647-2110 (fax)

Enerfab, Inc.
4955 Spring Grove Ave.
Cincinnati, OH 45232
513/641-0500
513/641-7618 (fax)

F & B Steel Erectors, Inc.
331 Airport Road
Sutton, WV 26601
304/765-2999
304/765-2997 (fax)

Fisher Tank Company
3131 W. Fourth St.
Chester, PA 19013
610/494-7200
610/485-0157 (fax)

Fisher Tank Company
2330 Two Notch Rd.
Lexington, SC 29072
803/359-4173 SC Ofc
803/957-3376 (fax)

General Engineering Corp.
5205 Adamo Dr.
Tampa, FL 33619
813/623-2675
813/626-1641 (fax)

Gibraltar Chimney International
PO Box 386
Tonawanda NY 14151
716/876-9195
716/876-9141 (fax)

Hamon Custodis, Inc.
58 E. Main St.
P. O. Box 1500
Somerville, NJ 08876
908/333-2088
908/333-2151 (fax)

HMT Construction Services LLC
New Castle Industrial Park
19 Davidson Ln Bldg 5
New Castle DE 19720
302/654-1622
302/654-1667(fax)

The Jos. Honhorst Company
1050 Dalton Avenue
Cincinnati, OH 45203
513/721-3074
513/721-3443 (fax)

Imperial Steel Tank Company
3234 West 31st Street
Chicago, IL 60623
773/523-7117
773/523-9002 (fax)

Industrial Service & Repair, Inc.
207 39th Ave. E.
P. O. Box 2038
Superior, WI 54880
715/398-7661
715/398-9638 (fax)

Industrial Tank Erecting, Inc.
P. O. Box 580
Hildebran, NC 28637
828/397-3231
828/397-3187 (fax)

International Chimney Corp.
55 South Long St., Box 260
Buffalo, NY 14231
716/634-3967
716/634-3983 (fax)

Jersey Tank Fabricators, Inc.
P. O. Box 257
Cream Ridge, NJ 08514
609/758-7670
609/758-7988 (fax)
908/561-2865
908/561-1427 (fax)

J. H. Kelly
1950 W Highway 60
Ponca City, OK 74601
580/765-2747
580/765-2784 (fax)

J. J. White Incorporated
5500 Bingham St
Philadelphia PA 19120
215/722-1000
215/745-6229 (fax)

Kennedy Tank & Mfg. Co., Inc.
833 E. Sumner Ave.
(zip 46227)
P. O. Box 47070
Indianapolis, IN 46247
317/787-1311
317/217-1531 (fax)

Frank Lill & Son, Inc.
656 Basket Road
Webster, NY 14580
585/265-0490
585/265-1842 (fax)

Lin Tec Corporation
P. O. Box 872
Gaithersburg, MD 20884
301/926-9776
301/926-5884 (fax)

Locke Equipment Sales Co., Inc.
1917 East Spruce Street
Olathe, KS 66062
913/782-8500
913/782-8502 (fax)

Lopez & Associates, Inc.
7975 Industrial Drive
Forest Park, IL 60130
708/366-5902
708/386-8277 (fax)

Matrix Service Industrial
Contractors, Inc.
202 Hansen Court
Newark, DE 19713
302/453-8300
302/453-1526 (fax)

Matrix Service Industrial
Contractors, Inc.
6945 Crabb Rd.
Temperance, MI 48182
734/847-4605
734/847-1768 (fax)

Matrix Service Industrial
Contractors, Inc.
1500 Chester Pike
Eddystone, PA 19022
610/876-9292
610/876-5902 (fax)

Metalweld/U.S.C.E. Inc.
Tank & Tower Div.
800 Railroad St.
Joliet, IL 60436
815/723-6365
815/726-1755 (fax)

Miller Industrial Service Teams
(MIST)
P. O. Box 188
Morrow, OH 45152
513/877-2708
513/877-2705 (fax)

Miller Mechanical Services, Inc.
51 Walnut
P. O. Box 504
Glens Falls, NY 12801
518/792-0430
518/792-2956 (fax)

Mitternight Boiler Works, Inc.
5301 Highway 43 North
P. O. Box 489
Satsuma, AL 36572
251/675-2550
251/675-2671 (fax)

Monarch Welding &
Engineering, Inc.
23538 Pinewood Street
Warren, MI 48091
586/754-5400
586/754-9088 (fax)

Moorhead Machinery & Boiler
3477 University Ave. N.E.
Minneapolis, MN 55418
612/789-3541
612/789-3540 (fax)

Morse Construction Group, Inc.
5500 South First Avenue
Everett, WA 98203
425/258-2731
425/259-6355 (fax)

Mosley Construction, Inc.
11233 Manchester Road
St. Louis, MO 63122
314/821-7555
314/821-4614 (fax)

MRL Constructors of New
York, LTD
P. O. Box 148
Massena, NY 13662
315/769-1241
315/769-2008 (fax)
613/933-6664 Ofc.
613/933-9910 (fax)

Mueller Field Operations, Inc.
1600 West Phelps
P. O. Box 6263
Springfield, MO 65801
417/575-9752
417/575-9890 (fax)

Murphy Company
1233 North Price Road
St. Louis, MO 63132
314/692-1642
314/692-1520 (fax)

National Steel Erection, Inc.
1115 Industrial Drive
P. O. Box 1772
Owensboro, KY 42302
270/926-2534
270/683-1960 (fax)

Nooter Construction Company
1400 S. Third Street
St. Louis, MO 63104
314/421-7717
314/421-7745 (fax)

Olmsted, Inc.
P. O. Box 572
West Elizabeth, PA 15088
412/884-2161
412/884-2169 (fax)

PSF Industries, Inc.
65 South Horton St.
(zip 98134)
P.O. Box 3747
Seattle, WA 98124
206/622-1262
206/682-1070 (fax)

Piping & Equipment Co., Inc.
3505 N. Topeka St.
(zip 67219)
P. O. Box 1065
Wichita, KS 67201
316/838-7511
316/838-2014 (fax)

Pridgen Tank Construction, Inc.
1086 Ernest Pridgen Road
Wray, GA 31798-4428
912/359-2216
912/359-3865 (fax)

Pullman Power, LLC
P. O. Box 33420
Kansas City, MO 64120
816/231-7400
816/241-5582 (fax)

R. L. Bunch Company
1419 Plaza Del Amo
Torrance CA 90501
310/320-6111
310/328-3875 (fax)

RMF Nooter, Inc.
915 Matzinger
Toledo, OH 43612
419/727-1970
419/727-1994 (fax)

RECO Constructors, Inc.
710 Hospital St. (23219)
P. O. Box 25189
Richmond, VA 23260
804/644-2611
804/643-3561 (fax)

RTC/Enviro-Fab, Inc.
9043 M-106
Munith, MI 49259
517/596-2987
517/596-2548 (fax)

Shamrock Enterprises
1905 W. Galbraith Road
Cincinnati, OH 45239
513/931-9641
513/931-9644 (fax)

Sistersville Tank Works, Inc.
1942 McCoy St.
P. O. Box 200
Sistersville, WV 26175
304/652-3011
304/652-3031 (fax)

Sonny's Pools
2113 Western Ave.
Chillicothe, OH 45601
740/775-5568
740/773-8978 (fax)

Standard-Hayes Boiler & Tank
1000 West 142nd Street
Riverdale, IL 60827
708/849-5100
708/849-5343 (fax)

Stebbins Engineering & Mfg.
363 Eastern Blvd.
Watertown, NY 13601
315/782-3000
315/782-0481 (fax)

Steel Style, Inc.
401 S. Water Street
Newburgh, NY 12553
845/562-0860
845/562-0870 (fax)

Tachell Tank Corporation
680 Lambert Road
Cle Elum, WA 98922
509/674-5519 (Phone/fax)

Tank-Tek of Kentucky, Inc.
P. O. Box 15
Philpot, KY 42366
270/729-9106
270/729-2320 (fax)

Tank-Tek of Kentucky, Inc.
2225 Skyland Ct.
Norcross, GA 30071
770/452-0005
770/449-4684 (fax)

Union Tank Erection, Inc.
8803 Highway 161 South
Scott, AR 72142
501/961-2501
501/961-1102 (fax)

W & K Welding & Tank Erectors
P. O. Box 5481
Delanco, NJ 08075
856/764-1210
856/786-1993 (fax)

Wachs Technical Services, LTD
3708 Performance Road
Charlotte, NC 28214
704/398-0655
704/393-3340 (fax)

Waste Energy Solutions, LLC
244 Cheryl Drive
Sewickley, PA 15143
412/596-1527
412/369-9986 (fax)

Welding House
3421 East Cleveland Street
Ladd, IL 61329-9700
815/894-2165

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ARTICLES OF AGREEMENT
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Welding Services, Inc. 627 South Westview Dr. Chanute, KS 66720 620/431-4549 620/431-9230 (fax)	Witherup Construction Co., Inc. P. O. Box 1484 Youngstown, OH 44501 330/744-8872 814/385-6028	ACCIDENTS (ART. 30)48
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