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1,400 workers

MISSOURI RIVER BASIN



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ARTICLES OF AGREEMENT

between the

International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, AFL-CIO



and the

Signatory Contractors

Effective September 1, 2001 through August 30, 2004

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Missouri River Basin

Articles of Agreement

between the

*International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers
AFL-CIO*

(Herein referred to as "Union")

and the

Signatory Contractors

(Herein referred to as "Contractor")

Effective April 15, 1948, and amended effective Nov. 1, 1948; Oct. 18, 1949; July 18, 1950; Dec. 18, 1950; July 18, 1952; July 19, 1953; July 19, 1954; July 19, 1955; July 19, 1956; July 19, 1957; July 19, 1958; July 19, 1959; July 19, 1960; July 19, 1962; July 19, 1964; July 19, 1967; July 19, 1970; July 19, 1973; July 19, 1976; July 19, 1979; July 19, 1982; July 19, 1986; July 19, 1989; July 19, 1992; Sept. 1, 1995; Sept. 1, 1998; Sept. 1, 2001, to remain in effect until August 31, 2004.

1 PREAMBLE

2
3 WHEREAS, the parties hereto have main-
4 tained a mutually satisfactory bargaining
5 relationship in the work area covered by col-
6 lective agreements between them which
7 have been in effect over a substantial period
8 of years; and
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 to do
17 so, a majority of the employees employed by
18 the Employer herein;
19

20 NOW, THEREFORE, the undersigned
21 Employer and Union in consideration of the
22 mutual promises and covenants contained
23 herein agree as follows:
24
25

26 ARTICLE 1
27 SCOPE AND PURPOSE OF AGREEMENT
28

29 ART. 1.1 This Agreement shall apply
30 exclusively to field construction work with-
31 in the territory herein referred to as the

1 Missouri River Basin, composed of the fol-
2 lowing states:

3
4 IOWA
5 KANSAS
6 MISSOURI
7 NEBRASKA
8

9 **ART. 1.2** The parties to this Agreement rec-
10 ognize that stability in wages and working
11 conditions and competency of workmen are
12 essential to the best interests of the industry
13 and the public, and they agree to strive to
14 eliminate all factors which tend toward
15 unstabilizing these conditions.
16

17 **ART. 1.3** It is the intent of the Employer
18 and the Union in establishing working rules
19 herein to carry out the policies and declara-
20 tion of principles announced by the Building
21 and Construction Trades Department, AFL-
22 CIO. It is understood that the NCA-BCTD
23 work rules agreement dated June 1, 1973,
24 will apply on all projects where said rules
25 are enforced uniformly on all crafts in the
26 Employer's employ.
27

28 **Coffee Consumption.** Employees can
29 take their thermos bottles to their places of
30 work, and they will be allowed to drink cof-
31 fee, provided this is done on an individual

1 basis and not as an organized coffee break
2 and so long as this privilege is not abused.
3

4 ART. 1.4 The use of the masculine or femi-
5 nine gender or titles in this Agreement shall
6 be construed as including both genders and
7 not as sex limitations unless the Agreement
8 clearly requires a different construction.
9

10
11 ARTICLE 2
12 RECOGNITION
13

14 The Employer agrees that upon the
15 Union's presentation of appropriate evi-
16 dence of majority status among its employ-
17 ees in the bargaining unit of the Employer
18 covered by this Collective Bargaining
19 Agreement, the Union shall be voluntarily
20 recognized as the exclusive collective bar-
21 gaining agent under Section 9(a) of the
22 NLRA for all employees within the bargain-
23 ing unit of the Employer on all job sites with-
24 in the jurisdiction of this Agreement. In the
25 event of such a showing, the Employer
26 expressly waives any right to condition vol-
27 untary recognition on the Union's certifica-
28 tion by the NLRB following an NLRB elec-
29 tion, unless a representation petition has
30 been filed by a petitioner other than the
31 Employer prior to the Employer's voluntary

1 9(a) recognition. The Employer expressly
2 waives the right to seek an NLRB election
3 during the term of this contract, or any right
4 to abrogate or repudiate this contract during
5 its effective term.
6

7
8 **ARTICLE 3**
9 **UNION SECURITY AND CHECKOFF**
10

11 **ART. 3.1** As of the effective date of this
12 Agreement, all employees under the terms
13 of this Agreement must be or become mem-
14 bers of the Union thirty (30) days thereafter;
15 the employees hired after the effective date
16 of this Agreement shall be or become and
17 remain members of the Union thirty (30)
18 days after their date of employment in
19 accordance with the provisions of the
20 National Labor Relations Act. (This clause
21 shall be effective only in those states permit-
22 ting union security.)
23

24 **ART. 3.2** The Employer agrees to deduct
25 from the wages of each employee the cur-
26 rent Union field dues and monthly dues
27 amounts as certified by the Union and
28 authorized by the employee, and shall for-
29 ward such dues to the designated represen-
30 tative of the Union on or before the 15th day
31 of the following month.

1 **ART. 3.3** It shall be the responsibility of the
2 local union to obtain signatures on the
3 authorization forms. The forms shall be kept
4 on file in the Union hall. The Union hereby
5 agrees that it will indemnify and hold the
6 Employer harmless against any and all
7 claims, demands, and other forms of liability
8 that shall arise out of or by reason of
9 action by the Employers in compliance with
10 this article.

11
12
13 **ARTICLE 4**
14 **TRADE JURISDICTION**
15

16 **ART. 4.1** This Agreement, except as other-
17 wise provided for herein, covers the work-
18 ing rules and conditions of employment for
19 all journeymen boilermakers, apprentices,
20 probationary boilermakers, and construc-
21 tion boilermaker journeymen trainees
22 employed in the boilermaker trade by a sig-
23 natory Employer, including but not limited
24 to: boilermaking, welding, acetylene burn-
25 ing, riveting, chipping, caulking, rigging, fit-
26 ting-up, grinding, reaming, impact machine
27 operating, unloading and handling of boil-
28 ermaker material and equipment, and such
29 other work that comes under the trade juris-
30 diction of the boilermakers.

1 **ART. 4.2** When manual assistance is
2 required for gamma-ray, x-ray, or other non-
3 destructive testing by technicians in the
4 examination of boilermaker work, boiler-
5 makers will be assigned to perform the man-
6 ual work that is not directly related to the
7 technician's examination. The number of
8 boilermakers required shall be determined
9 by the Employer.

10
11 **ART. 4.3** Journeymen boilermakers may be
12 required to perform any work coming with-
13 in the scope of this Agreement.

14
15 **ART. 4.4** In recognition of the work jurisdic-
16 tional claims, it is understood that the assign-
17 ment of work and the settlement of jurisdic-
18 tional disputes with other building trades
19 organizations, shall be handled in accordance
20 with the procedure established by the
21 Impartial Jurisdictional Disputes Board or
22 any successor agency of the Building and
23 Construction Trades Department.

24
25 **ART. 4.5** There shall be no work stoppage
26 because of jurisdictional disputes.

27
28 **ART. 4.6** When requested by the
29 Construction Division office (headquarters),
30 the Employer shall supply a signed letter on
31 the company's letterhead stationery, listing

1 equipment installed by the boilermaker,
2 either by assignment or agreement with other
3 crafts, with copies to the International Vice
4 President and local lodge business manager.
5

6 **ART. 4.7 Job Site Subcontracting.** No
7 Employer shall subcontract or assign any of
8 the field construction work historically and
9 traditionally performed by boilermakers
10 which is to be performed at job site by any
11 Contractor, subcontractor, or other persons
12 or party who does not have or refuses to
13 enter into a job compliance understanding
14 which will comply with the conditions of
15 employment including, without limitation,
16 those relating to Union security, rates of pay,
17 assignment of work, working conditions,
18 and other matters covered by this
19 Agreement or a field construction agree-
20 ment in effect in the area where the work is
21 erected which has been approved by the
22 International Brotherhood.
23

24 In the event clarification is needed of this
25 article, it shall be referred to the chairmen of
26 the negotiating committees.
27

28 **ART. 4.8 Maintenance of Standards.** The
29 Union agrees that if it grants privileges,
30 terms, or condition of employment more
31 advantageous than those contained in this

1 Agreement to other Employers on any project
2 agreement, then the Employers signatory
3 to this Agreement may, upon written
4 notice to the Union, take advantage of such
5 better privileges, terms, or conditions of
6 employment on that project.
7
8

9
10 **ARTICLE 5**
11 **EXCLUSIVE REFERRAL**

12 **ART. 5.1** All Missouri River Basin lodges
13 shall have joint Referral Rules, which are
14 and shall remain in compliance with the
15 National Joint Rules and Standards govern-
16 ing operation of exclusive referral plans.
17

18 **ART. 5.2** The Employer shall, under the
19 terms of this Agreement, request the Union
20 to furnish all competent, drug screened, and
21 qualified field construction boilermakers,
22 boilermaker apprentices, and other applica-
23 ble classifications in this Agreement. Only
24 referral applicants possessing a current
25 MOST drug screen certification or a timely
26 chain of custody receipt indicating that a
27 MOST drug screen certification may be
28 issued shall be considered available for
29 referral and employment. In requesting the
30 Union to furnish such applicants, the
31 Employer shall notify the Union either in

1 writing or by telephone, stating the location,
2 starting time, approximate duration of the
3 job, the type of work to be performed, and
4 the number of workmen required.
5

6 **ART. 5.3** In the event the Union is unable
7 to fill the requisition for applicants within
8 forty-eight (48) hours (Saturdays,
9 Sundays, and holidays excepted), the
10 Employer may employ applicants from
11 any other available source.
12

13 **ART. 5.4 Non-Discriminatory Referral.**
14 The Union and Employer agree that referral
15 of all classifications of construction boiler-
16 makers shall be on the following basis:
17

18 **ART. 5.4.1** Competent and qualified regis-
19 trants shall be referred from the out-of-work
20 lists in a non-discriminatory manner. This
21 shall be done immediately and in accor-
22 dance with the requirements of the
23 Employer's job.
24

25 **ART. 5.4.2** Selection of applicants for refer-
26 ral shall be on a non-discriminatory basis
27 and shall not be based upon, nor in any way
28 affected by, Union membership, by-laws,
29 rules, regulations, constitutional provisions,
30 or any other aspect or obligation of Union
31 membership, policies, or requirements.

1 **ART. 5.4.3** The Employer retains the right
2 to reject any job applicant referred by the
3 Union. In the event the Employer does reject
4 the job applicant, his position on the out-of-
5 work list shall not be affected.

6
7 **ART. 5.4.4** The Union and the Employer
8 shall post, in places where notices to all
9 employees and applicants for employment
10 are customarily posted, all provisions relat-
11 ing to the functioning of these rules and
12 standards.

13
14 **ART. 5.5 Selectivity.** The first two employ-
15 ees on a job shall be the foreman, selected by
16 the Employer, and the steward, selected by
17 the business manager, regardless of their
18 positions on the out-of-work list. For a job
19 under the terms of this Agreement, the
20 Employer may select a maximum of five (5)
21 additional boilermaker employees by name
22 from among the top fifty percent of regis-
23 trants on the appropriate out-of-work list of
24 the local lodge having jurisdiction. These
25 five (5) additional boilermaker employees
26 may be selected from any one or combina-
27 tion of boilermaker classifications under the
28 terms of this Agreement (i.e., journeyman,
29 apprentice, and other applicable classifica-
30 tions), except that the choice may not exceed
31 one apprentice and one other subjourney-

1 man classification or two apprentices.
2 Additional employees required for the job
3 will be obtained in accordance with the
4 Referral Rules.

5

6 **ART. 5.5.1 Transfer of Employees.** The
7 Employer may transfer boilermaker
8 employees on his payroll working under the
9 terms of this Agreement from one job to
10 another job being worked under the terms
11 of this Agreement within the jurisdiction of
12 the same local lodge, provided that the
13 number transferred shall not exceed a total
14 of six (6), consisting of a foreman and five (5)
15 additional boilermaker employees from any
16 one classification or combination of classifi-
17 cations under the terms of this Agreement
18 (i.e., journeyman, apprentice, or other appli-
19 cable classifications), and provided that the
20 number transferred shall include not more
21 than one apprentice and one other subjour-
22 neyman classification, or two apprentices.
23 The Employer desiring to utilize this trans-
24 fer provision shall promptly notify the busi-
25 ness manager of the local lodge having juris-
26 diction giving the name, classification, and
27 Social Security number of each employee to
28 be transferred. The steward shall be selected
29 by the business manager from the lodge's
30 out-of-work list, or he may elect to transfer
31 the steward from a job, which the same

1 Employer is working under the terms of this
2 Agreement. After the foreman and the steward
3 have been selected, the Employer may
4 transfer the remaining employees not to
5 exceed five (5). Additional employees for the
6 job will be obtained in accordance with the
7 Referral Rules.

8
9 **ART. 5.5.2** The Employer may utilize the
10 provisions for selectivity and/or transfer-
11 ability, but he shall not be allowed to exceed
12 the six (6) employee limit for any one job.

13
14 **ART. 5.5.3** A transferred employee will be
15 allowed to be transferred back to the job he
16 was transferred from, provided the job he
17 was transferred to has been completed.

18
19 **ART. 5.5.4** Modification as to the selectivi-
20 ty and transfer of men beyond the limita-
21 tions set forth in this article, may be made by
22 mutual consent of the parties.

23
24 **ART. 5.5.5** The Employer shall determine
25 the competency of all employees. The
26 Employer shall determine the number of
27 men required on a project and shall select
28 any employee or employees working under
29 the terms of this Agreement to be laid off
30 regardless of membership or non-member-
31 ship in the Union.

1 All time worked on Sunday shall be paid
2 for at the rate of double (2) time, except in
3 cases where such work is part of an employ-
4 ee's regular Saturday shift. All time worked
5 on the following holidays; New Year's Day,
6 Decoration Day, Independence Day, Labor
7 Day, Veteran's Day, Thanksgiving Day, and
8 Christmas Day shall be paid for at the rate of
9 double (2) time, except in cases where such
10 work is part of an employee's regular previ-
11 ous day's shift. No work shall be performed
12 on Labor Day except for the preservation of
13 life or property. When a holiday falls on
14 Sunday, the day observed will be Monday;
15 when a holiday falls on Saturday, the day
16 observed will be Friday. In no case shall the
17 overtime rate exceed double the straight
18 time hourly rate of pay.

19
20 If the Employer or any of his subcontractors
21 pay any other crafts on the same job
22 double (2) time, then the boilermaker shall
23 receive double (2) time while employed at
24 the same time.

25
26 **ART. 7.2** Employees assigned to work
27 during their lunch period shall receive over-
28 time and be allowed to consume their lunch
29 on the Employer's time after completing
30 such necessary or emergency work during
31 lunch period.

1 **ART. 7.3** Employees required to work
2 overtime in excess of two (2) hours past the
3 regular quitting time of their shift shall then
4 be allowed thirty (30) minutes to eat lunch
5 without loss of pay and if work is to contin-
6 ue an additional four (4) hours, they shall be
7 allowed an additional thirty (30) minutes to
8 eat without loss of pay if work is to continue
9 beyond this period.

10
11 **ART. 7.4** Overtime is not to be demanded
12 of the Employer by any workman covered
13 by this Agreement as a condition for
14 employment on a job.

15
16 **ART. 7.5** The Employer agrees the steward
17 will be notified whenever overtime is to be
18 worked beyond the established hours
19 including Saturdays and Sundays.

20
21
22 **ARTICLE 8**
23 **SHIFTS**

24
25 The Employer may establish shift work on
26 the following basis:

27
28 **ART. 8.1** The regular starting time of the
29 first or day shift shall be 8:00 a.m.; the regular
30 starting time of the second shift shall be 4:30
31 p.m.; and the regular starting time of the third

1 shift shall be 12:30 a.m. The foregoing starting
2 times may be changed when mutually
3 agreed to between the Employer and the
4 authorized representative of the lodge having
5 jurisdiction of the job, or the International.
6

7 **ART. 8.2** Where two (2) or three (3) shifts
8 are worked, the first or day shift shall be
9 established on an eight (8) hour basis; the
10 second shift shall be established on a seven
11 and one-half (7-1/2) hour basis. The third
12 shift shall be established on a seven (7) hour
13 basis. The pay for the second and/or third
14 shift for full time shall be equivalent of eight
15 (8) times the employee's regular hourly rate.
16

17 The shift rate differential for the second
18 shift will be twenty-five (\$0.25) cents per
19 hour worked. The shift rate differential for
20 the third shift will be fifty (\$0.50) cents per
21 hour worked.
22

23 **ART. 8.3** When a job is to run for less than
24 five (5) consecutive work days it will be con-
25 sidered a short or irregular shift work job
26 and the second and/or third shift shall be
27 paid for at the overtime rate, or an arrange-
28 ment can be worked out between the
29 Employer and the authorized representative
30 of the International or the local lodge having
31 jurisdiction where two shifts can be worked.

1 **ART. 8.4** Any employee called to work at
2 any time other than his regular shift shall be
3 paid at the overtime rate for all such time
4 worked within any one twenty-four (24)
5 hour period.

6
7 **ART. 8.5** No employee shall be required to
8 work more than eight (8) hours in any twen-
9 ty-four (24) hour period for straight time.
10 Beginning of the twenty-four (24) hour peri-
11 od for such purpose shall be the regular
12 starting time of the shift upon which the
13 employee is regularly employed. The over-
14 time rate will be paid to employees continu-
15 ously employed beyond their regular shift
16 until they receive an eight (8) hour break.

17
18
19 **ARTICLE 9**
20 **MINIMUM PAY AND REPORTING TIME**

21
22 **ART. 9.1** Any employee starting to work or
23 called to work after starting time, Monday
24 through Sunday, shall receive at the applica-
25 ble rate not less than four (4) hours pay and
26 if such employee is required to continue on
27 the second period of the shift, he shall
28 receive not less than a full day's pay.

29
30 **ART. 9.2** Should an employee be required
31 by the Employer to report for work and not

1 given work he shall receive two (2) hours
2 pay at the applicable rate.
3

4 **ART. 9.3** On an employee's initial date of
5 hire should an employee be required to
6 report for work and not hired for reasons
7 beyond the Employer's control, the employ-
8 ee shall receive four (4) hours pay at the
9 applicable rate. In order to qualify, the
10 employee's permanent home or the Union
11 hall with jurisdiction, whichever is closer,
12 must be more than seventy five (75) miles
13 from the job site.
14

15 **ART. 9.4** The foregoing requirements shall
16 not be applicable where the employee is laid
17 off by reason of bad weather, breakdown of
18 machinery, or any other cause beyond the
19 direct control of Employer, in which event
20 he shall be paid at the applicable rate, (1) not
21 less than two hours pay, (2) for the time actu-
22 ally worked, or (3) the time required to
23 remain on the job, whichever is greater.
24 Where the employee quits or lays off, pay-
25 ment will be made for actual time worked.
26 In order to qualify for the pay provided for
27 in this article, the employee must remain on
28 the job, available for work, during the peri-
29 od of time for which he receives pay unless
30 released sooner by the Employer's principal
31 supervisor. The Employer shall determine

1 when weather conditions on the job are such
2 that the men shall or shall not work. The
3 foregoing provisions shall not apply when
4 the employee has been properly notified the
5 previous day not to report for work.
6 Employees not reporting for work because
7 of inclement weather will not be discrimi-
8 nated against.

9
10 **ART. 9.5** Any boilermaker who is required
11 to take a welding test shall be paid for the
12 time required to take the test. The results of
13 such test shall be included on the employ-
14 ee's notice of termination.

15
16
17 **ARTICLE 10**
18 **LODGING**

19
20 If the Employer or any of his subcontractors
21 pay lodging expense to any other craft
22 on the same job or project, then the boiler-
23 maker shall receive lodging expense at the
24 rate of \$25.00* per day worked while
25 employed at the same time, provided that
26 the job site or project is located more than 50
27 miles radius from the local union office hav-
28 ing jurisdiction or the employee's perma-
29 nent residence (whichever is closer).

30
31 * \$26.00 as of 9/1/02; \$27.00 as of 9/1/03.

1 In addition, this article or other articles of
2 this Agreement may be modified by mutual
3 agreement between the business manager
4 and the Employer. Any such agreement
5 shall be only for a particular job or project.
6

7 All such agreements will be reduced to
8 written form, signed by both parties and in
9 the hands of the chairman of the Union
10 committee, when practical to do so, before
11 the commencement of any work at the job
12 or project.
13

14 15 ARTICLE 11 16 PAY DAY 17

18 ART. 11.1 Men shall be paid weekly on a
19 designated day, during working hours and
20 in no case shall more than three (3) days be
21 held back in any one payroll period, except
22 by mutual consent of the local business
23 manager and the job superintendent.
24

25 ART. 11.2 Employees who are laid off or
26 discharged from the service of the Employer
27 shall receive their wages and personal prop-
28 erty immediately thereafter.
29

30 ART. 11.3 If special circumstances exist, by
31 mutual agreement between the business

1 manager and the Employer, checks shall be
2 mailed no later than the next regular work-
3 day. If payment is not postmarked the next
4 regular workday, the employee shall receive
5 four (4) hours' pay for each twenty-four (24)
6 hour period preceding the postmark.
7

8 **ART. 11.4** The Employer and the local
9 union will make a reasonable attempt to
10 set up a payroll check cashing facility at a
11 bank on jobs more than fifteen days in
12 duration. The Employers will not be
13 responsible for any fees.
14

15 **ARTICLE 12**

16 **UNION REPRESENTATION AND ACCESS TO JOBS**

17
18
19 **ART. 12.1** Authorized business representa-
20 tives of the local union shall at all times have
21 access to jobs where Contractors signatory to
22 this Agreement are working, providing they
23 do not unnecessarily interfere with the
24 employees or cause them to neglect their
25 work and further provided such Union repre-
26 sentatives comply with reasonable Employer
27 and customer rules and regulations.
28

29 **ART. 12.2** A steward shall be a working
30 journeyman appointed by the business
31 manager of the local union who shall, in

1 addition to his work as a journeyman, be
2 permitted to perform during working hours
3 such of his Union duties as cannot be per-
4 formed at other times. The Union agrees that
5 such duties shall be performed as expedi-
6 tiously as possible and the Employer agrees
7 to allow the steward a reasonable amount of
8 time for the performance of such duties.
9 Stewards shall receive the regular journey-
10 man's rate of pay.

11
12 **ART. 12.3** It is understood and agreed that
13 the steward's duties shall not include any
14 matters relating to referral, hiring, or laying
15 off of employees.

16
17
18 **ARTICLE 13**
19 **SUPERVISION**
20

21 **ART. 13.1** The selection and number of
22 foremen, and general foremen shall be
23 entirely the responsibility of the Employer.
24 It is understood that in the selection of fore-
25 men the Employer will give first considera-
26 tion to the qualified men available in the
27 local area without persuading any employ-
28 ees to leave one Employer for another. The
29 Employer shall have the right to send gen-
30 eral foremen into any local territory where
31 work is being performed.

1 **ART. 13.2** All foremen shall be practical
2 mechanics of the trade.

3
4 **ART. 13.3** There shall be a foreman on
5 every job.

6
7 **ART. 13.4** Where ten (10) or less men are
8 employed on a job, one (1) shall be a fore-
9 man who shall work with the tools if
10 required by the Employer. Where eleven (11)
11 or more men are employed on a job, one (1)
12 shall be a foreman who shall not work with
13 the tools but act in a supervisory capacity.

14
15 **ART. 13.5** It is agreed that all general fore-
16 men and foremen referred to herein shall
17 accept instruction from the Employer's erector
18 or erectors. However, the erector or erectors
19 shall not give direct instructions to the
20 other employees covered by the terms of this
21 Agreement.

22
23 **ART. 13.6** Foremen shall not apply, in any
24 respect, any regulations, rules, by-laws, or
25 the provisions of the Union constitution on
26 the Employer's job site.

27
28 **ART. 13.7** The foreman shall be notified at
29 least one (1) hour before quitting time of lay off.
30
31

1 The following percentage rates on all
2 newly indentured apprentices:
3

4	Period	% of Journeyman Wage
5	1st period	70.0%
6	2nd period	72.5%
7	3rd period	75.0%
8	4th period	77.5%
9	5th period	80.0%
10	6th period	85.0%
11	7th period	90.0%
12	8th period	95.0%*

13
14 * Stays at 95% until program completion.
15

16 **ART. 16.2 Vacation.** The Employer agrees
17 to deduct from the employees hourly taxable
18 wage the sum of one dollar and five cents
19 (\$1.05) per hour for all hours worked. The
20 Employer agrees to and shall be bound by
21 the provisions of Appendix E, Vacation Trust
22 Agreement (the Boilermaker Vacation Trust).
23

24 **ART. 16.3** All men working on erection,
25 repairing, and dismantling of smokestacks,
26 standpipes, and water towers shall receive
27 boilermaker journeyman rate.
28
29
30
31

1 effective Jan. 1, 2002, per hour for each hour
2 worked for the Employer by all employees
3 who are covered by this Agreement. By
4 mutual agreement between the chairmen of
5 the respective committees, this Article may
6 be opened for negotiation at any time dur-
7 ing the life of the Agreement.

8
9 **ART. 18.3** Employers will contribute bal-
10 ance* of up to ten cents (\$0.10) per hour
11 worked to establish local training funds for
12 each local. Committees will be appointed by
13 the Union and Employers to implement said
14 funds, determine contribution rates, and
15 establish Trust Agreements. Once legal trusts
16 are established, Employers will be bound by
17 said Trust Agreements.

18
19 The committees have determined that the
20 supplemental rates will be four cents (\$0.04)
21 for Local 27, effective Nov. 1, 2001 — seven
22 cents (\$0.07) effective Jan. 1, 2002, and five
23 cents (\$0.05) for Local 83, effective Jan. 1, 2002.

24
25 These contributions are to be paid in addi-
26 tion to the area contribution rates, but directly
27 to the respective local lodge's Supplemental
28 Training and Education Fund.

29 * The difference between what each area
30 apprenticeship fund pays for local training
31 and ten cents (\$0.10).

1 **ART. 18.4** One (1) apprentice shall be
2 referred by the Union and employed by the
3 Employer for the first six (6) journeymen, and
4 one (1) additional apprentice shall be referred
5 and employed by the Employer for each five
6 (5) journeymen thereafter; these ratios to be
7 maintained throughout the duration of the
8 job. An apprentice depending on his aptitude
9 and length of experience, will not be expect-
10 ed to be as productive as a skilled journey-
11 man, but he shall not be restricted as to the
12 tasks he can perform, in accord with stan-
13 dards of program. His ability to perform a
14 given task shall be determined by his fore-
15 man. Any question regarding the foreman's
16 assignment of an apprentice shall be resolved
17 by the apprenticeship coordinator.

18
19 The Employer has the right to request and
20 use up to thirty percent (30%) of crew as
21 apprentices when available; if not available
22 a combination of apprentices and construc-
23 tion boilermaker journeyman trainees may
24 be used to supplement the ratio in accor-
25 dance with Appendix F.

26
27 The ratio of apprentices is to be main-
28 tained on the active rolls of the Great
29 Lakes and Southeast Area apprenticeship
30 programs.

31

ARTICLE 19
MOST

1
2
3
4 **ART. 19.1** The parties to this Agreement
5 will cooperate to accomplish a drug free
6 environment and a safe work place. The
7 MOST drug screening program shall be
8 mandatory for all boilermakers once per cal-
9 endar year. It is further agreed by the parties
10 that drug screening during employment
11 and pre-employment, including random
12 and for-cause, shall be based upon the
13 requirements of the Employer or owner.
14

15 The Employer agrees to contribute the
16 apprenticeship contribution rates estab-
17 lished in Article 18 plus twenty-four cents
18 (\$0.24)* per hour worked to the
19 Mobilization, Optimization, Stabilization &
20 Training (MOST) Fund. The Employer
21 agrees to and shall be bound by the Trust
22 Agreement, policies and procedures creat-
23 ing MOST and all amendments or revisions
24 to policies and procedures now or hereafter
25 approved by the Board of Trustees. Said
26 Trust Agreement, policies, procedures, and
27 amendments or revisions are incorporated
28 by reference and made a part of this
29 Agreement as if affixed hereto.
30

31 * See Art. 19.2

1 Contributions fund the following pro-
2 grams administered by MOST:
3 Boilermakers National Reserve Center,
4 Common Arc Welding Program, and the
5 MOST Safety and Training Program, which
6 includes drug screening and prescription
7 safety glasses.

8
9 **ART. 19.2** One cent (\$0.01) is a voluntary
10 contribution to the National Association of
11 Construction Boilermaker Employers that
12 may or may not be paid at the Employer's
13 discretion.

14
15 **ART. 19.3** Any increases or decreases shall
16 be implemented on the first day of the
17 month following notification from MOST to
18 the Co-Chairmen of the Missouri River
19 Basin Articles of Agreement.

20
21 By mutual agreement between the chair-
22 men of the respective committees, this arti-
23 cle may be opened up for negotiations at
24 any time during the life of the agreement.

25
26
27 **ARTICLE 20**
28 **HEALTH & WELFARE**

29
30 The Employer shall pay into the
31 Boilermakers National Health & Welfare

1 Fund a sum of three dollars and eighty cents
2 (\$3.80) per hour for each hour worked for
3 the Employer by all employees who are cov-
4 ered by this Agreement. The Employer shall
5 be responsible for any increases in the cost of
6 Health & Welfare Plans G and Z plans for
7 the life of this Agreement. The Employer
8 agrees to and shall be bound by the provi-
9 sions of Appendix A attached hereto relating
10 to the said Welfare Fund.

11
12 ARTICLE 21
13 NATIONAL ANNUITY TRUST
14

15 Effective September 1, 2001, the Employer
16 shall pay into the National Annuity Trust,
17 the sum of two dollars and forty cents
18 (\$2.40) in the jurisdiction of Local 27, and the
19 sum of three dollars and thirty cents (\$3.30)
20 in the jurisdiction of Local 83, for each hour
21 paid by the Employer for all employees who
22 are covered by this Agreement.

23
24 The Employer agrees to and shall be
25 bound by the Trust Agreement creating the
26 Boilermakers National Annuity Trust and all
27 amendments now or hereafter approved by
28 the Board of Trustees, said Agreement and
29 amendments are incorporated by reference
30 and made a part of this Agreement as if
31 affixed hereto.

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ARTICLE 22
SAFETY MEASURES

ART. 22.1 All work of the Employer shall be performed under safety conditions which conform to state and federal regulations. Additionally, it shall also be a requirement of the employees to conform to safety regulations and measures as provided. A warm, dry place shall be provided for the men to change clothes and eat lunches excepting where unusual conditions make it impractical, as mutually agreed between the business manager and the Employer, cold drinking water and reasonable sanitary facilities shall be made available. Where pre-bid meetings are held with the customer, the use of the owner facilities shall be requested.

ART. 22.2 Employees required to take time off from employment to secure treatment from company doctor due to injuries or sickness arising out of and in the course of their employment shall receive pay for such time, plus necessary travel expenses incurred in so doing, on the day of injury. If subsequent treatment is required by the company doctor, and the employee is able to continue working on the job, he shall suffer no loss of pay.

1 **ART. 22.3** A physical examination may be
2 required by a signatory Employer for the
3 sole purpose of determining the physical
4 condition of an employee at the start of his
5 employment and shall in no event be used
6 as a basis or reason for disqualifying any
7 person from employment. Should such
8 physical examination disclose a condition so
9 serious that the safety of the man and/or
10 other employees might be jeopardized by
11 his employment, the local business manager
12 shall be notified at once and any disposition
13 of such case shall be only by mutual agree-
14 ment between the local business manager
15 and the job supervisor. Any employee
16 required to take such physical examination
17 shall be paid for all time spent in connection
18 therewith, at the regular straight time hourly
19 rate, and shall be reimbursed for all expens-
20 es incurred therewith.

21
22 **ART. 22.4** If and when the recommenda-
23 tions of the National Committee on
24 Radiation Protection and Measurement are
25 available, the Agreement, insofar as this par-
26 ticular subject is concerned, may be opened
27 for the purpose of discussing such recom-
28 mendations in the interest of protecting the
29 health and safety of the employee.
30
31

1 **ART. 22.5** Welders shall be furnished suit-
2 able replacement of welding gloves when
3 employed as a welder for ten (10) working
4 days; these gloves to be replaced when worn
5 out on the job and turned in for replacement.
6 Sleeves shall be furnished when necessary for
7 welders protection. Such sleeves so furnished
8 shall be checked in and out of Employer's
9 tool rooms in the same manner as tools.

10
11 **ART. 22.6** All employees covered by this
12 Agreement shall be provided adequate pro-
13 tective clothing when working on equip-
14 ment containing acid or other chemicals
15 injurious to their health, skin, or clothing.
16 Clothing so issued shall be worn by the
17 employees involved and shall remain the
18 property of the Employer.

19
20 **ART. 22.7** When power equipment is used,
21 adequate manpower shall be assigned to the
22 task to assure the safety of the employees.

23
24
25 **ARTICLE 23**
26 **JOB NOTICE**
27

28 In order to insure the satisfactory progress
29 of each job, the Employer will furnish the
30 local business manager and International
31 Headquarters with the following job infor-

- 1 mation as soon as possible and practical:
2 (a) location of job site;
3 (b) approximate starting date and duration;
4 (c) type of job; and,
5 (d) approximate manpower requirements.
6
7

8 **ARTICLE 24**
9 **MAINTENANCE WORK**

10
11 The provisions of this Agreement shall
12 apply on all maintenance work excepting as
13 otherwise provided for in the special sup-
14 plementary rules attached hereto covering
15 maintenance work.
16
17

18 **ARTICLE 25**
19 **GRIEVANCE AND ARBITRATION PROCEDURE**
20

21 **ART. 25.1** All grievances involving the
22 interpretation and application of this
23 Agreement other than those pertaining to
24 hourly wage rates or jurisdictional disputes,
25 that may arise on a job covered by this
26 Agreement shall be handled in the follow-
27 ing manner with the understanding that
28 there shall be no suspension of work or
29 strike or lockout.
30
31

1 **ART. 25.2** Any such grievance shall be first
2 considered by representatives of the local
3 union and the Employer and, if a settlement
4 satisfactory to the Employer and the local
5 union cannot be reached within seven (7)
6 calendar days, it will be reduced to writing
7 and submitted to:

8
9 **ART. 25.3** The International representative
10 of the Union and the Employer involved,
11 and if a settlement satisfactory to the
12 Employer and Union cannot be reached
13 within seven (7) calendar days;

14
15 **ART. 25.4** Then the grievance will be sub-
16 mitted in writing within seven (7) calendar
17 days by the Union or by the Employer or by
18 both to an arbitration committee consisting
19 of a representative of the Union, a represen-
20 tative of the Employer, and a third member
21 to be chosen by those two (2) jointly. The
22 decision of the majority of the arbitration
23 committee shall be final and binding on the
24 parties involved. Such decisions shall be
25 within the scope and terms of this
26 Agreement, but shall not change such scope
27 and terms; shall be rendered within ten (10)
28 calendar days from the time of reference to
29 the arbitration committee and shall specify
30 whether or not it is retroactive and the effec-
31 tive date thereof.

1 regulations of any governmental authority or
2 agency having jurisdiction of the subject mat-
3 ter of this Agreement, and the parties hereto
4 agree that, in the event any provision of this
5 Agreement is held to be unlawful or void by
6 any tribunal having the right to so hold, the
7 remainder of the Agreement shall remain in
8 full force and effect, unless the parts so found
9 to be void are wholly inseparable from the
10 remaining portions of this Agreement.

11
12 **ART. 26.2** It is further understood that this
13 Agreement was negotiated with the Union
14 on an area-wide basis by Employers engaged
15 in the field construction industry in the area.
16 Should this Agreement, by notice given as
17 herein provided, be reopened for further
18 negotiations, such negotiations shall be con-
19 ducted on an area-wide basis by the
20 Employers who have executed this
21 Agreement and/or Employers signatory to
22 the National Agreement.

23
24
25 **ARTICLE 27**
26 **BOND REQUIREMENT**
27

28 A surety or cash bond up to \$25,000.00 may
29 be required to insure payment of fringe bene-
30 fits and other deductions as required by
31 Articles 3, 16, 17, 18, 19, 20, and 21 from

1 Employers who have been delinquent in pay-
2 ments or who have not previously employed
3 boilermakers covered under the national
4 plans. Said bond shall be maintained in the
5 office of the International Vice President.
6

7 The Union may refuse to refer men to and
8 may withdraw men from any Employer
9 who has not posted a bond when required,
10 and such referral or withdrawal will not
11 constitute a violation of this Agreement.
12

13

14 ARTICLE 28

15 DURATION OF AGREEMENT

16

17 This Agreement shall become effective
18 September 1, 2001 and remain in full force
19 and effect for a period of three (3) years and
20 from year to year thereafter unless either
21 party shall at least sixty (60) days prior to
22 such anniversary date notify the other party
23 in writing of a desire to modify or terminate
24 this Agreement. The procedure outlined in
25 Section 8 of the Labor Management
26 Relations Act will be followed.
27

28 The foregoing Agreement was negotiated
29 by the following committees at meetings
30 held in St. Louis and Kansas City, Mo., in
31 August and September 2001:

REPRESENTING THE EMPLOYERS:

- 1
- 2
- 3 David Zach, Employer Chairman
- 4 Nooter Construction Co.
- 5 Tim Locke, Employer Secretary
- 6 Locke Equipment
- 7
- 8 Dean Andrisevic
- 9 Babcock & Wilcox Construction Co., Inc.
- 10 Kevin Boles
- 11 J & S Insulation
- 12 Chuck Clancy
- 13 Foster Wheeler - Zack
- 14 Dave Crichton
- 15 Babcock & Wilcox Construction Co., Inc.
- 16 Barry Fox
- 17 Babcock & Wilcox Construction Co., Inc.
- 18 Hanford Gross
- 19 Gross Mechanical Contractors
- 20 David Herzog
- 21 Alstom Power, Inc.
- 22 Therese Johnson
- 23 GPS
- 24 Gary Kampe
- 25 Locke Equipment
- 26 Mike Kickham
- 27 Kickham Boiler
- 28 Charlie King
- 29 CBI Services
- 30 Greg Purdon
- 31 Enerfab

- 1 Mike Rother
2 Phillips Getschow Co.
3 Bob Rutleldge
4 J. S. Alberici
5 Gary Schumacher
6 Murphy Co.
7 Thomas G. Schuman
8 Woodley-Griggs Boiler
9 Bob Sieckhaus
10 Murphy Co.
11 Jeff Syring
12 Moorhead Machinery & Boiler
13 R. M. Taylor
14 Woodley-Griggs Boiler
15 Ray Walls
16 Alstom Power, Inc.

17
18 REPRESENTING THE UNION:

- 19
20 George Rogers, Union Chairman
21 International Vice President
22 Randy Cruse, Union Secretary
23 Local 83 Recording Secretary
24
25 Roger Erickson, Local 83 BM-ST
26 Dick Hardin, International Representative
27 Wil Hinojosa, International Representative
28 Larry Horseman, Local 83 President
29 Don Link, Local 27 BM-ST
30 David Snead, Local 27 President
31 Donald Thurmond, Local 27 ABM

1 This Agreement, as negotiated by the fore-
2 going committees, is hereby accepted by the
3 parties signatory hereto this 6th day of
4 September 2001, with the full understanding
5 that this Agreement is between the Union
6 and the individual signatory Employer.
7

8 **FOR THE EMPLOYER:**
9

10
11
12 
13
14

15 By: _____
16 David J. Zach, Nooter Construction Co.
17 Employer Chairman
18

19
20
21
22
23
24 
25
26

27 By: _____
28 Tim Locke, Locke Equipment
29 Employer Secretary
30
31

1 FOR THE UNION:
2
3
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11 By: _____
12 Charles W. Jones, International President
13
14
15
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17
18
19



20 By: _____
21 George Rogers, IVP/Union Chairman
22
23
24
25
26
27
28
29



30 By: _____
31 Randell W. Cruse, Local 83/Union Secretary

1
2 APPENDIX A
3 NATIONAL HEALTH & WELFARE

4 APP. A.1 In the Agreement to which this is
5 an appendix and in this appendix the
6 Boilermakers National Health & Welfare
7 Fund is referred to as "National Welfare
8 Fund," "Welfare Fund," or "Fund." The
9 Contractor is referred to as "Employer" and
10 the Contractors are referred to as
11 "Employers."
12

13 APP. A.2 Employer agrees to be bound by
14 the Agreement and Declaration of Trust
15 entered into as of October 1, 1954, establish-
16 ing the Boilermakers National Health &
17 Welfare Fund and by any amendments to
18 said Trust Agreement.
19

20 APP. A.3 Payment of Employer contribu-
21 tions to the National Welfare Fund shall be
22 made on the dates and in the manner and
23 form prescribed by the Trustees of said Fund.
24

25 APP. A.4 Employer shall furnish the
26 Trustees with information such as the names
27 of employees, classifications, Social Security
28 numbers, hours worked, and such other
29 information as may be required or deemed
30 necessary by the Trustees for the proper and
31 efficient administration of the Fund.

1 **APP. A.5** Employer hereby authorizes and
2 directs the committee in this Agreement
3 named as representing the Employers, and
4 as to the future the committee named in the
5 then current Agreement successor to this
6 Agreement with the Union, or any local
7 thereof to do each and all of the following in
8 his (Employer's) name and behalf, either
9 individually or in conjunction with other
10 Employers covered by this Agreement:
11

12 **APP. A.5.1** Execute the Agreement and
13 Declaration of Trust establishing the
14 National Welfare Funds;
15

16 **APP. A.5.2** Exercise any rights, powers,
17 and authority given or provided by said
18 Trust Agreement or any amendments there-
19 to, to elect, select, appoint, or to vote for one
20 or more Employer Trustees and successor
21 Employer Trustees of the Fund and to
22 remove or vote for or against the removal of
23 any Employer Trustee of the Fund;
24

25 **APP. A.5.3** Exercise any and all other rights
26 in connection with or relating to the
27 National Welfare Fund or its Trust
28 Agreement, which are given the Employer,
29 either individually or together with other
30 Employers, under said Trust Agreement.
31

1 In exercising or in not exercising the pow-
2 ers and authorities herein granted, the com-
3 mittee shall act on and in accord with, but
4 only on and in accord with, the vote of a
5 majority of the then members of the com-
6 mittee. Having so acted, the committee may
7 designate its then chairman, alone or togeth-
8 er with one or more of its members, or one
9 or more other members of the committee, to
10 vote or to execute any document on behalf
11 of the committee and/or Employer and/or
12 all or some of the other Employers covered
13 by this Agreement.
14
15

16 APPENDIX B
17 SPECIAL SUPPLEMENTARY RULES
18 COVERING MAINTENANCE AND REPAIR
19

20 **APP. B.1 Definition of Maintenance &**
21 **Repair.** It is agreed between the Union and
22 the Employer that the provisions of this
23 appendix is applicable to maintenance,
24 repair, replacement of parts, and renovation
25 work that is primarily within the recognized
26 and traditional jurisdiction of the Union and
27 shall be performed in accordance with the
28 terms of this appendix by a signatory party
29 to either the Missouri River Basin
30 Agreement and/or National Agreement.
31

1 **APP. B. 2 Definitions.** *Maintenance* shall be
2 work performed for the repair, replacement,
3 renovation, revamp, and upkeep of proper-
4 ty, machinery, and equipment within the
5 limits of the plant property or other loca-
6 tions related directly thereto.

7
8 **APP. B.2.1** The word "*repair*," used within
9 the terms of this appendix and in accordance
10 with maintenance, is work required to
11 restore by replacement parts of existing facil-
12 ities to efficient operating conditions.

13
14 **APP. B.2.2** The word "*renovation*," used
15 within the terms of this appendix and in
16 connection with maintenance, is work
17 required to improve and/or restore by
18 replacement by revamping parts of existing
19 facilities to efficient operating condition.

20
21 **APP. B.2.3** The term "*existing facilities*,"
22 used within the terms of this appendix is
23 limited to a constructed unit already com-
24 pleted and shall not apply to any new unit to
25 be constructed in the future even though the
26 new unit is constructed on the same proper-
27 ty or premises.

28
29 **APP. B.3 Scope of Work.** The provisions of
30 this appendix covers all work to be per-
31 formed by the Employer for the purpose of

1 maintenance, repair, replacement of parts,
2 and renovation work in various plants
3 wherein the Employer works, assigned by
4 the owner to the Employer, and performed
5 by the employees covered by this appendix.
6

7 **APP. B.3.1** The provisions of this appendix
8 do not cover work performed by the
9 Employer of a new construction nature, in
10 which event said work shall be done in
11 accordance with existing provisions of this
12 Agreement.
13

14 **APP. B.3.2** The Union and the Employer
15 understand that the owner may choose to
16 perform or directly subcontract or purchase
17 any part or parts of the work necessary on his
18 project with due consideration given to
19 achieving the highest maintenance standards
20 and harmonious working conditions herein.
21

22 **APP. B.3.3** All subcontractors to the
23 Employer who may perform work within
24 the boilermaker craft jurisdiction under this
25 Agreement shall abide by the terms and
26 conditions of this Agreement.
27

28 **APP. B.4 Shift Starting Time, Overtime**
29 **Payment, and Equal Treatment.** All time
30 worked before and after the established
31 workday of eight (8) hours, Monday

1 through Friday, and all time worked on
2 Saturday, shall be paid at the rate of time
3 and one-half (1-1/2), except in cases where
4 such work is part of an employee's regular
5 Friday shift.

6
7 All time worked on Sunday shall be paid
8 for at the rate of double (2) time, except in
9 cases where such work is part of an employ-
10 ee's regular Saturday shift. All time worked
11 on the holidays stated in Article 7 shall be
12 paid for at the rate of double (2) time except
13 in cases where such work is part of an
14 employee's regular straight time shift.

15
16 If the Employer or any of his subcontractors
17 pay any other crafts on the same job
18 double (2) time, then the boilermakers shall
19 receive double (2) time while employed at
20 the same time.

21
22 **APP. B.4.1** Where two (2) or three (3) shifts
23 are worked, the first or day shift shall be
24 established on an eight (8) hour basis; the
25 second shift shall be established on a seven
26 and one-half (7-1/2) hour basis. The third
27 shift shall be established on a seven (7) hour
28 basis. The pay for the second and/or third
29 shift for full time shall be equivalent of eight
30 (8) times the employee's regular hourly rate.

31

1 The shift rate differential for the second
2 shift will be twenty-five (25) cents per
3 hour worked. The shift rate differential for
4 the third shift will be fifty (50) cents per
5 hour worked.

6
7 The applicable overtime rate will be paid on
8 the hourly rate of pay plus the shift differential.

9
10 **APP. B.4.2** By mutual consent of the
11 Employer and the Union, the starting and
12 quitting times of any shift, including day
13 work, may be changed for all or any portion
14 of a particular job. For the purpose of this
15 appendix, the standard workday of eight (8)
16 hours for the job or portion thereof to which
17 any such change of starting time applies
18 shall begin with such agreed starting time.

19
20 **APP. B.4.3** The provisions regarding mini-
21 mum number of days to establish shifts as
22 set forth in Art. 8.3, are waived for work
23 under this appendix.

24
25 **APP. B.5 Continuity of Work.** There will
26 be no work stoppages, strikes, or lockouts
27 on maintenance work for any reason.

28
29 **APP. B.5.1** In the event of a work stoppage
30 due to a breakdown of negotiations, men
31 will continue to work on maintenance work

1 covered by this Agreement. The Employer,
2 in order that continuity of work shall be
3 maintained, agrees to be bound by all the
4 terms of the new Agreement when negotiat-
5 ed, including wages on a retroactive basis, to
6 the date of the new contract if such condi-
7 tion is established in the new Agreement.

8
9 **APP. B.6 Hiring and Transfer of Men.** The
10 Employer, when performing work under
11 the provisions of this appendix, agrees to
12 hire men in any territory where work is
13 being performed or is to be performed in
14 accordance with the hiring procedure exist-
15 ing in the territory where the work is being
16 performed or is to be performed; however,
17 in the event the local lodge is unable to fill
18 the request of the Employer for employees
19 within a forty-eight (48) hour period after
20 such request for employees, (Saturdays,
21 Sundays, and holidays excepted), the
22 Employer may employ workmen from any
23 source. The Employer shall have the right to
24 move qualified boilermaker general fore-
25 men from one job assignment to another
26 within the plant location where they are
27 working. The Employer shall have the right
28 to transfer general foremen between plant
29 locations within local union jurisdiction or
30 into any local lodge jurisdiction where work
31 is being performed.

1 **APP. B.6.1 Selectivity.** The first two
2 employees on a job shall be the foreman,
3 selected by the Employer, and the stew-
4 ard, selected by the business manager,
5 regardless of the positions on the out-of-
6 work list. For a job under the terms of
7 this Agreement, the Employer may
8 select a maximum of five (5) additional
9 boilermaker employees by name from
10 among the top fifty percent of regis-
11 trants on the appropriate out-of-work
12 list of the local lodge having jurisdic-
13 tion. These five (5) additional boiler-
14 maker employees may be selected from
15 any one or combination of boilermaker
16 classifications under the terms of this
17 area's Articles of Agreement (i.e., jour-
18 neyman, apprentice, or other applicable
19 classifications), except that the choice
20 may not exceed one apprentice and one
21 other sub-journeyman classification, or
22 two apprentices. Additional employees
23 required for the job will be obtained in
24 accordance with the Referral Rules.

25
26 **APP. B.6.2 Transfer of Employees.** The
27 Employer may transfer boilermaker employ-
28 ees on his payroll working under the terms
29 of this Agreement from one maintenance job
30 to another maintenance job being worked
31 under the terms of this Agreement within the

1 jurisdiction of the same local lodge, provided
2 that the number transferred shall not exceed
3 a total of six (6) consisting of a foreman and
4 five (5) additional boilermaker employees
5 from any one classification or combination of
6 classifications under the terms of this
7 Agreement (i.e., journeyman, apprentice, or
8 other applicable classifications), and provid-
9 ed that the number transferred shall include
10 not more than one apprentice and one other
11 sub-journeyman classification, or two
12 apprentices. The Employer desiring to utilize
13 this transfer provision shall promptly notify
14 the business manager of the local lodge hav-
15 ing jurisdiction, giving the name, classifica-
16 tion, and Social Security number of each
17 employee to be transferred. The steward
18 shall be selected by the business manager
19 from the lodge's out-of-work list, or he may
20 elect to transfer the steward from another
21 maintenance job which the same Employer
22 is working under the terms of this
23 Agreement. After the foreman and the stew-
24 ard have been selected, the Employer may
25 transfer the remaining employees not to
26 exceed five (5). Additional employees
27 required for the job will be obtained in accor-
28 dance with the Referral Rules.

29
30 **APP. B.6.3** The Employer may utilize the
31 provisions for selectivity and/or transfer-

1 ability, but he shall not be allowed to exceed
2 the six (6) employee limit for any one job.
3

4 **APP. B.6.4** A transferred employee will be
5 allowed to be transferred back to the job he
6 was transferred from, provided the job he
7 was transferred to has been completed.
8

9 **APP. B.6.5** Modifications as to the selectiv-
10 ity and transfer of men beyond the limita-
11 tions set forth in this appendix, may be
12 made by mutual consent of the parties.
13

14 **APP. B.6.6** The Employer shall determine
15 the competency of all employees. The
16 Employer shall determine the number of
17 men required on a project and shall select
18 any employee or employees working under
19 the terms of this Agreement to be laid off
20 regardless of membership or non-member-
21 ship in the Union.
22

23 **APP. B.7 Transportation, Travel Allowance,**
24 **and Lodging Expense.** Transportation, travel
25 allowance, and lodging expense to and from
26 the job shall be paid in accordance with the
27 provisions set forth in Article 10.
28

29 **APP. B.8 Mutual Permissive Conditions.**
30 Mixed crews of various craftsmen can be
31 used where appropriate to expedite the work.

1 **APP. B.8.1** Boilermakers may be assigned
2 to work under the supervision of customer
3 personnel.
4

5 **APP. B.8.2** Where it is to the mutual bene-
6 fit of both parties to the Agreement, arrange-
7 ments may be made to conform to a project
8 or plant agreement covering several crafts.
9

10 **APP. B.8.3** Holidays may be changed to con-
11 form to project agreements or plant operation.
12

13 **APP. B.8.4** The crew size shall be any num-
14 ber of men required to safely perform the
15 work and shall be increased or decreased at
16 the discretion of the Employer.
17

18 **APP. B.9 Pre-Job Meetings.** Prior to start-
19 ing a maintenance job the Employer shall
20 arrange to meet with the business manager
21 or his designee to establish the proper appli-
22 cation of these rules. If this is impractical, a
23 telephone call from the Employer to the
24 business manager or his designee shall con-
25 stitute a pre-job meeting. In the event any
26 question therewith cannot be settled, the
27 Employer and business manager or his
28 designee shall arrange to meet with the vice
29 president of the area to settle such question.

30 *NOTE: Appendix B shall not apply to any job*
31 *where App.B.9 has not been fully complied with.*

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APPENDIX C
NATIONAL PENSION TRUST

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APP. C.1 In the Agreement to which this is an appendix and in this appendix, the Boilermaker-Blacksmith National Pension Trust is referred to as "National Pension Trust," "Pension Trust," or "Trust;" the Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

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APP. C.2 Employer agrees to be bound by the Trust Agreement entered into as of June 2, 1960, establishing the Boilermaker-Blacksmith National Pension Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.

APP. C.3 Payment of Employer contributions to the National Pension Trust in the amount specified in the Agreement to which this is an appendix shall be made on the dates and in the manner and form prescribed by the Trustees of said Trust; provided that no contributions shall be made prior to the receipt of 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

1 Revenue Code and that such Trust is tax
2 exempt under Section 501(a) of the Code; after
3 receipt of such ruling contributions shall be
4 payable as of the effective date specified in the
5 Agreement to which this is an appendix.
6

7 **APP. C.4** Employer shall furnish the
8 Trustees with information such as the names
9 of employees, classifications, Social Security
10 numbers, hours worked, and such other
11 information as may be required or deemed
12 necessary by the Trustees for the proper and
13 efficient administration of the Trust.
14

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

27 **APP. C.5.1** Execute the Trust Agreement
28 establishing the National Pension Trust:
29

30 **APP. C.5.2** Exercise any rights, powers,
31 and authority given or provided by said

1 Trust Agreement or any amendments there-
2 to, to elect, select, appoint, or to vote for one
3 or more Employer Trustees and successor
4 Employer Trustees of the Trust and to
5 remove or vote for or against the removal of
6 any Employer Trustee of the Trust;
7

8 **APP. C.5.3** Exercise any and all other rights
9 in connection with or relating to the
10 National Pension Trust or the Trust
11 Agreement, which are given the Employer,
12 either individually or together with other
13 Employers, under said Trust Agreement.
14

15 In exercising or in not exercising the
16 power and authorities herein granted, the
17 committee shall act on and in accord with,
18 but only on and in accord with, the vote of a
19 majority of the then members of the com-
20 mittee. Having so acted, the committee may
21 designate its then chairman, alone or togeth-
22 er with one or more of its members, or one
23 or more other members of the committee, to
24 vote or to execute any document on behalf
25 of the committee and/or Employer and/or
26 all or some of the other Employers covered
27 by this Agreement.
28

29 **APP. C.6** Employer hereby irrevocably
30 designates the Employer Trustees appointed
31 pursuant to said Trust Agreement, and their

1 successors collectively as his (Employer's)
2 representatives for the purposes set forth in
3 said Trust Agreement.
4

5
6 **APPENDIX D**
7 **AREA APPRENTICESHIP FUNDS**
8

9 **APP. D.1** In the Agreement to which this is
10 an appendix and in this appendix, the
11 Boilermakers' Area Apprenticeship Funds
12 are referred to as "Area Apprenticeship
13 Funds" and "Funds." The National Joint
14 Apprenticeship Board is composed of an
15 equal number of Employer and Union rep-
16 resentatives selected to represent the vari-
17 ous areas established by the Trust
18 Agreement. The "committee" is the
19 Employers' or Contractors' negotiating
20 committee. The Contractor is referred to as
21 "Employer" and the Contractors are
22 referred to as "Employers."
23

24 **APP. D.2** Employer agrees to be bound by
25 the Agreement and Declaration of Trusts
26 establishing the Boilermakers' Area
27 Apprenticeship Funds and by any amend-
28 ments to said Trust Agreements.
29

30 **APP. D.3** Payment of Employer contribu-
31 tions to the Boilermakers' Area

1 Apprenticeship Funds shall be made on the
2 dates and in the manner and form pre-
3 scribed by the National Joint Apprenticeship
4 Board of said Funds.
5

6 **APP. D.4** Employer hereby authorizes and
7 directs the committee in this Agreement
8 named as representing the Employers and,
9 as to the future, the committee names in the
10 then current Agreement successor to this
11 Agreement with the Union or any local
12 thereof, to do each and all of the following in
13 his (Employer's) name and on behalf, either
14 individually or in conjunction with other
15 Employers covered by this Agreement:
16

17 **APP. D.4.1** Execute the Agreement and
18 Declaration of Trusts establishing the
19 Boilermakers' Area Apprenticeship Funds;
20

21 **APP. D.4.2** Exercise any rights, powers,
22 and authority given or provided by said
23 Trust Agreements or any amendments
24 thereto to elect, select, appoint, or to vote for
25 one Employer member of the National Joint
26 Apprenticeship Board and a successor
27 Employer member of such Board and to
28 remove or vote for or against the removal of
29 any Employer National Board Member
30 selected under this Agreement.
31

1 **APP. D.4.3** Exercise any and all other rights
2 in connection with or relating to the
3 Boilermakers' Area Apprenticeship Funds
4 or its Trust Agreements, which are given the
5 Employer, either individually or together
6 with other Employers, under said Trust
7 Agreements.

8
9 In exercising or in not exercising the power
10 and authorities granted, the committee shall
11 act on and in accord with, but only on and in
12 accord with, the vote of a majority of the then
13 members of the committee. Having so acted,
14 the committee may designate its then chair-
15 man, alone or together with one or more other
16 members of the committee, to vote or to exe-
17 cute any document on behalf of the committee
18 and/or Employer and/or all of some of the
19 other Employers covered by this agreement.

20
21
22 **APPENDIX E**
23 **VACATION TRUST FUND**

24
25 **APP. E.1** In the Agreement to which this is
26 an appendix and in this appendix, the field
27 construction Boilermakers Vacation Trust is
28 referred to as "Vacation Trust."

29
30 **APP. E.2** The Employer agrees to be bound
31 by the Trust Agreement entered into as of

1 January 1, 1964, establishing the field con-
2 struction Boilermakers Vacation Trust and by
3 any amendments to said Trust Agreement
4 and to execute an individual acceptance of
5 said Trust Agreement and amendments upon
6 request of the Union of the Board of Trustees.
7

8 **APP. E.3** Payment of Employer contribu-
9 tions to the Vacation Trust in the amount
10 specified in the Agreement to which this is
11 an appendix shall be made on the date and
12 in the manner and form prescribed by the
13 Trustees of said Trust.
14

15 **APP. E.4** The Employer shall furnish the
16 Trustees with information such as the names
17 of employees, classifications, Social Security
18 number, hours worked, and such other
19 information as may be required or deemed
20 necessary by the Trustees for the proper and
21 efficient administration of the Trust.
22

23 **APP. E.5** The Employer hereby authorizes
24 and directs the committee named in this
25 Agreement as representing the Employers,
26 and as to the future, the committee repre-
27 senting Employers named in the then cur-
28 rent Agreement successor to this Agreement
29 with the Union or any local thereof to do
30 such and all of the following in his
31 (Employer's) name and behalf, either indi-

1 vidually or in conjunction with other
2 Employers covered by this Agreement.

3
4 **APP. E.5.1** Execute the Trust Agreement
5 establishing the field construction
6 Boilermakers Vacation Trust and any
7 amendments thereto;

8
9 **APP. E.5.2** Exercise any rights, power, and
10 authority given or provided by said Trust
11 Agreement or any amendments thereto, to
12 elect, select, appoint, or to vote for one or
13 more Employer Trustees and successor
14 Employer Trustees of the Trust and to
15 remove or vote for or against the removal of
16 any Employer Trustees of the Trust;

17
18 **APP. E.5.3** Exercise any and all other rights
19 in connection with or relating to the Vacation
20 Trust or the Trust Agreement, which are given
21 the Employer, either individually or together
22 with other Employers under said Trust.

23
24 In exercising or in not exercising the power
25 and authorities herein granted the committee
26 shall act on and in accord with, but only on and
27 in accord with the vote of a majority of the then
28 members of the committee. Having so acted,
29 the committee may designate its then chair-
30 man, alone or together with one or more of its
31 members of the committee, to vote or to exe-

1 cute any document on behalf of the committee
2 and/or Employer and/or all or some of the
3 other Employers covered by this Agreement.
4

5 **APP. E.6** The Employer hereby irrevocably
6 designates the Employer Trustees appointed
7 pursuant to said Trust Agreement, and their
8 successors collectively as his Employer's
9 representatives for the purposes set forth in
10 said Trust Agreement.
11

12
13 **APPENDIX F**
14 **CONSTRUCTION BOILERMAKER**
15 **JOURNEYMAN TRAINEE**
16

17 In order to provide adequate numbers of
18 boilermaker journeyman trainees readily
19 available, a registration list shall be main-
20 tained and the number of registrants at any
21 one time shall not exceed a 1-to-12 ratio of
22 qualified construction boilermakers regis-
23 tered with the referral system.
24

25 **APP. F.1** Hiring rate for construction boiler-
26 maker journeyman trainees will be as follows:
27

28 50% of journeyman's rate for first 2000 hours;
29 60% of journeyman's rate up to 4,000 hours;
30 70% of journeyman's rate up to 6,000 hours;
31 80% of journeyman's rate up to 8,000 hours.

1 **APP. F.2** Construction boilermaker jour-
2 neyman trainees will be assigned by the
3 Employers to perform any work which is
4 normally performed by field construction
5 boilermakers that falls within the capability
6 of the employee.
7

8 **APP. F.3** A proper ratio of construction boil-
9 ermaker journeyman trainees to journey-
10 man and apprentices will be referred when
11 available and in accordance with this
12 Agreement to perform all work which they
13 are capable of safely performing with the
14 proper supervision.
15

16 **APP. F.4** No Employer who fails or refus-
17 es to hire field construction boilermaker
18 apprentices when available in accordance
19 with the agreed upon ratio of apprentices
20 to journeymen will be allowed to employ
21 construction boilermaker journeyman
22 trainees. An Employer may request up to
23 30% of the crew as construction boilermak-
24 er journeyman trainees to supplement the
25 requirement for apprentices if the required
26 number of apprentices cannot be filled by
27 the Union. The limited ratio of construc-
28 tion boilermaker journeyman trainees may
29 be adjusted to meet the needs of a job by
30 agreement between the Employer and the
31 business manager. Construction boiler-

1 maker journeyman trainees shall without
2 exception be hired exclusively through the
3 Union referral procedure.
4

5 **APP. F.5** Construction boilermaker jour-
6 neyman trainees shall, after completing
7 8,000 hours, become eligible for possible
8 advancement to field construction boiler-
9 maker journeymen. Construction boiler-
10 maker journeyman trainees will receive the
11 same credit hours as apprentices for weld-
12 ing tests, rigging evaluation and tests, and
13 related skill experience.
14

15 **APP. F.6** A construction boilermaker journeym-
16 an trainee who establishes his qualifications
17 as a certified welder under Code requirements
18 will be advanced to field construction boiler-
19 maker journeyman's rate of pay for the full
20 shift when he is required to perform Code
21 welding for any part of the shift.
22

23 **APP. F.7** Construction boilermaker jour-
24 neyman trainees shall be subject to all other
25 terms and conditions of the Missouri River
26 Basin Agreement.
27

28 **APP. F.8** The parties agree to cooperate in
29 making and keeping reasonable and uniform
30 records on the progress of construction boiler-
31 maker journeyman trainees. Construction

1 boilermaker journeyman trainees will be
2 issued ID cards showing status. Referral appli-
3 cations will clearly designate construction boil-
4 ermaker journeyman trainee status and appli-
5 cable rate of pay due under this appendix.

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Signatory Contractors

- A & B Welding & Construction Inc.
Acme Erectors, Inc.
J. S. Alberici Construction Co.
All Temp, Inc.
Aluma Systems
Antelope Construction Corp.
API Construction Co.
Associated Mechanical Inc.
Atlantic Plant Maintenance, Inc.
B & D Industrial Construction Inc.
Babcock & Wilcox Const. Co.
Berry Industrial Maintenance
BHA Group, Inc.
Oscar J. Boldt Constr. Co.
Braden Construction Services, Inc.
Brockmiller Construction, Inc.
BSW Corporation
Cherne Contracting Corp.
Christy Industrial Services
CIMCO
Combustion Heat and Power
Commercial Mechanical, Inc.
Construction Design, Inc.
Construction Management, Inc.
Continental Steel & Conveyor Co.
Corrigan Co. Mech. Contrs.
Criner Companies
CTI Industries, Inc.
R. M. DeBraul & Son, Inc.
Delta Fiberglass Structures
Dunn Industrial Group, Inc.
Dust Control, Inc.
Egan Mechanical Contractors
Enerfab Corp.
Energy & Air Systems, Inc.
Foley Company
Four Star Construction, Inc.
Gagnon, Inc.
GE Welding Specialty Services
General Installation Co.
Gibson Hart Co.
Gillespie & Power, Inc.
Granite Sheet Metal Works, Inc.
Hayes Boiler & Mechanical, Inc.
Helmkamp Construction Co.
John Hennes Trucking Co.
Hess Engineering, Inc.
I. C. S. S., Inc.
Industrial Power Contractors, Inc.
Industrial Welders & Machinists
Insulation Installations
International Fabricators & Erectors
J & S Insulation, Inc.
The Jamar Company
Carl E. Johnson Plumbing & Htg. Inc.
Kenny Boiler & Manufacturing
Kickham Boiler & Engineering
A. W. Kuettel & Sons
Lakehead Constructors, Inc.
Lenco Contracting, Inc.
Locke Equipment Sales Co.
Logan & Company
Lundeen Coatings Corp.
Manh Works

Maxim Construction, Inc.
McDermid's Welding
Merco Thermotec, Inc.
Mid - America Pipe Fabrication
Midwest Boiler
Midwest Mechanical Contractors
Midwest Power Corp.
Midwest Waterproofing
Wm. R.Montgomery & Associates
Eddie Moore Mechanical Services
Moorhead Machinery & Boiler
M. A.Mortenson
Mossman Consulting Services
Murphy Brothers, Inc.
Murphy Co.Mech.Contrs.&Engrs.
Murray Sheet Metal Co., Inc.
National Boiler Works, Inc.
National Surface Cleaning, Inc.
Neumann Insulation Co.
Neundorfer, Inc.
Newmach Company
Nooter Construction Co.
North Country Welding
Northern Industrial Erectors
O'Leary Construction
Oxford Construction, Inc.
P & S Electric, Inc.
PBBS Equipment Corporation
Pioneer Power, Inc.
Piping & Equipment Co., Inc.
Plibrico Sales and Services
Precision Erecting, Inc.
Price Erecting, Inc.
PSF Industries, Inc.

R & P Industrial Chimney Co., Inc.
Ragan Mechanical, Inc.
Ralle, Inc.
Rand & Son Construction Co.
Regis Maintenance Contractors
Ray Riihiluoma, Inc.
Service Tradesmen & Repair
F. S.Sperry Company
St. Louis Metallizing Co.
Strange & Coleman, Inc.
T & R. Rigging, Inc.
Team Industrial Services, Inc.
Technical Asbestos Control
Technical Erectors Inc.
Tidewater Construction Corp.
Tools & Machine Builders
Truck Crane Service Co.
Union Midwest, Inc.
Union Power Constructors, Inc.
UPC Services, Inc.
Vic's Welding & Engineering
Vidmar Iron Works, Inc.
Wanzek Construction, Inc.
Westerfield Co., Inc.
Wheatland Mechanical, Inc.
White Construction, Inc.
Williams Refractory Service, Inc.
Wolin & Associates, Inc.
Woodley - Griggs Boiler Repair, LLC
Wrigley Mechanical, Inc.
Zack Power & Industrial Co.

MISSOURI RIVER BASIN
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