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WESTERN STATES

ARTICLES OF AGREEMENT

84 pp.

between the



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

AFL-CIO

and the

Signatory Contractors

Effective October 1, 2001 through September 30, 2004

WESTERN STATES
ARTICLES OF AGREEMENT
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Western States

Articles of Agreement

between the

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

(Herein referred to as "Union")

and the

Signatory Contractors

(Herein referred to as "Contractor")

**Governing Wages and Working Conditions on All Field
Construction Work in the States of Alaska, Arizona,
California, Colorado, Idaho, Montana, New Mexico,
Nevada, Oregon, Utah, Washington and Wyoming.**

**Effective October 1, 2001
Terminating September 30, 2004**

1 PREAMBLE
2

3 The parties to this Agreement agree to the
4 following rules and regulations which shall
5 govern the mutual relations between them.
6

7 ARTICLE 1
8 SCOPE AND PURPOSE OF AGREEMENT
9

10 This Agreement shall apply exclusively to
11 the States of Alaska, Arizona, California,
12 Colorado, Idaho, Montana, New Mexico,
13 Nevada, Oregon, Utah, Washington, and
14 Wyoming; and within such area this
15 Agreement shall apply to all of Contractor's
16 field construction work (including construc-
17 tion, erection, rigging, loading, and unload-
18 ing field fabrication, assembling, disman-
19 tling, and repairing performed in the field)
20 coming under the jurisdiction of the Union.
21

22 ARTICLE 2
23 RECOGNITION
24

25 The Contractor recognizes the Union as
26 the sole collective bargaining agent for all of
27 its employees employed on work covered
28 by the scope of this Agreement.
29
30
31

**ARTICLE 3
UNION SECURITY**

1
2
3
4 **ART. 3(a)** All employees performing work
5 under terms of this Agreement must be, or
6 become and remain, members of the Union
7 on the eighth (8th) day after the effective date
8 of this Agreement as a condition of contin-
9 ued employment in accordance with the pro-
10 visions of the National Labor Relations Act.
11

12 **ART. 3(b)** When the Contractor is notified
13 by the Union in writing that an employee is
14 delinquent in the payment of Union dues or
15 has failed to make proper application and
16 pay the initiation fee required, the
17 Contractor shall immediately terminate
18 such employee. Such employee shall not be
19 re-employed by the Contractor during the
20 life of this Agreement until notified by the
21 Union that the employee is a member in
22 good standing in the Union.
23

24 **ART. 3(c)** This Article shall be effective only
25 in those states permitting Union Security.
26

27 **ART. 3(d)** In the event the parties subsequent
28 to the signing of this Agreement, are author-
29 ized under provisions of the Labor
30 Management Relations Act, or it is possible
31 by reason of an amendment or repeal there-

1 of, to enter into an agreement requiring
2 membership in the Union as a condition of
3 employment, or in the event it is determined
4 by a final judgment of a court of competent
5 jurisdiction that such authorization is unnec-
6 essary, either party may give written notice
7 to the other of its desire to reopen the provi-
8 sions of this Agreement affecting Union
9 security. In the event such notice is given, the
10 parties shall meet within fifteen (15) days to
11 negotiate such Union security provisions.

12
13 ARTICLE 4
14 TRADE JURISDICTION AND WORK
15 CLASSIFICATION
16

17 ART. 4(a) Interpretation of Article 1 as applica-
18 ble to loading and unloading. In accordance
19 with the Agreement reached at the settle-
20 ment of contract negotiations in 1965, there
21 has been submitted by International Vice
22 President James F. Precht, the following:
23

24 ART. 4(b) "It shall be within the
25 Boilermakers' jurisdiction that the unload-
26 ing and loading of materials which the
27 Boilermakers are to erect; if such materials
28 are shaken out, separated, segregated, and
29 stored for any period of time. When said
30 material is again loaded and unloaded on a
31 conveyance and transported to the job for

1 erection it shall be unloaded and erected by
2 the Boilermakers.”

3
4 ART. 4(c) In joint review of the above, it was
5 agreed that the following shall apply:

6
7 ART. 4(d) The Union wishes only to protect
8 and not to expand, its historical jurisdiction
9 over unloading and loading of Boilermaker
10 materials. Also, the Union's claims are not
11 extended to apply to material that is in trans-
12 shipment at a transfer point.

13
14 ART. 4(e) The Contractor agrees that he will
15 not sub-contract such work for the purpose
16 of encroaching on the historical jurisdiction
17 of the Union.

18
19 ART. 4(f) In the event a disagreement or dis-
20 pute arises with regard to the historical juris-
21 diction as outlined in the Union's claim,
22 each specific case may be processed between
23 the Union and such Contractor involved in
24 accordance with the governing language of
25 the Agreement.

26
27 ART. 4(g) The work of the Boilermaker
28 (Journeyman or Mechanic) shall include:
29 Boilermaking, Welding, Acetylene Burning,
30 Signaling, Loading, Unloading, Heating,
31 Chipping, Caulking, Rigging, Riveting,

1 Bucking-up, Fitting-up, Grinding, Scaffold
2 Erecting, Reaming, Impact Machine
3 Operating and such other work as is gener-
4 ally regarded as Boilermaker (Journeyman
5 or Mechanic) work. Any employee classified
6 as a Boilermaker shall perform any of the
7 foregoing work of which he is capable.
8

9 ART. 4(h) The Union, the Contractor and
10 Subcontractors agree that in the event any
11 jurisdictional dispute shall arise, such dis-
12 pute shall be settled in accordance with the
13 procedures established by the Impartial
14 Jurisdictional Disputes Board for the
15 Construction Industry (or its successor
16 organization) without permitting the same
17 to interfere in any way with the progress or
18 prosecution of the work. Both parties agree
19 to be governed by whatever decision must
20 be rendered.
21

22 ART. 4(i) When requested by the Union, the
23 Contractor shall furnish the International
24 office of the Union a signed letter on
25 Company stationery, stating that
26 Boilermakers were employed on a specific
27 type of work on a given project.
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ARTICLE 5
JOB SITE CONTRACTING

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ART. 5(a) No Employer shall subcontract any of the work covered by this Agreement to any Contractor, subcontractor or other person or party who does not comply with all the terms of this Agreement, including Art. 4(h), and does not stipulate in writing compliance to the applicable fringe benefit funds and the Trust Agreement or Agreements covering same.

21
22
23

ART. 5(b) It is understood that job site subcontracting is applicable to loading and unloading per the "Interpretation of Article 1", and to a secondary field construction site established for the specific purpose of servicing the primary field construction site.

24
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ARTICLE 6
REFERRAL OF MEN

ART. 6(a)(1) The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, and qualified field construction boilermakers, boilermaker apprentices, and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen certification or a timely

1 chain of custody receipt indicating that a
2 MOST drug screen certification may be
3 issued shall be considered available for
4 referral and employment.

5
6 ART. 6(a)(2) The parties have agreed upon
7 specific rules and procedures covering
8 exclusive referral of workmen. These rules
9 are published in separate booklets entitled
10 "Uniform Referral Standards and Joint
11 Referral Rules," and shall comply with the
12 National Uniform Referral Standards and
13 any revisions thereto.

14
15 ART. 6(a)(3) The Contractor shall hire and the
16 Union shall refer qualified applicants on a
17 non discriminatory basis. The Contractor and
18 the Union shall not discriminate against any
19 employee or applicant for employment
20 because of age, race, sex, color, creed, nation-
21 ality, membership, or non-membership in
22 any Union. The Contractor shall have the
23 right to determine the competency and qual-
24 ifications of its employees, including the right
25 to require proper written evidence of qualifi-
26 cations from the Union; the right to reject any
27 applicant for employment who is unable to
28 thus establish his qualifications and skill nec-
29 essary to perform the work required or for
30 any other bonafide reason; and the right to
31 discharge any employee for any just and suf-

1 ficient cause, provided, however, that no
2 employee shall be discriminated against.

3
4 ART. 6(a)(4) Due to the intermittent nature
5 of field work it is understood that continu-
6 ous employment by a Contractor is not bro-
7 ken so long as the layoff between jobs does
8 not exceed five (5) working days.

9
10 ART. 6(a)(5) The Contractor, in case of an
11 emergency occurring during the night or
12 over a weekend, requiring immediate atten-
13 tion, shall first contact the local Business
14 Manager or Dispatcher, shall have the right
15 to hire employees qualified to perform the
16 work covered by this Agreement for a peri-
17 od of the emergency and in the event shall
18 notify the Union of the names of the
19 employees and the date of their hiring. [See
20 Article 30, Item 6.]

21
22 ART. 6(a)(6) Layout. When a Contractor calls
23 for a layout for field work and a referral
24 applicant is furnished in answer to such call
25 and performs layout work normally per-
26 formed in the shop, the employee shall be con-
27 sidered a premium employee and receive the
28 Foreman's rate while performing such work.

29
30 ART. 6(a)(7) When actual production or
31 erection commences at the job site, a quali-

1 fied applicant shall then be requested from
2 the Local Union's Referral List, or an
3 employee originally obtained from that list
4 may be transferred from another job, to
5 work with the Foreman and/or Assistant
6 Foreman.

7
8 **ART. 6(a)(8)** In the event that the Union is
9 unable to fill requisitions for applicants
10 within forty-eight (48) hours, the Contractor
11 may employ applicants from any other
12 available source.

13
14 **ART. 6(b) Welder Qualifications**

15
16 **ART. 6(b)(1)** A welder required to take a test
17 who has been previously tested and certified
18 by a Contractor within the last 24 month peri-
19 od and any other welder who passes the test
20 successfully, shall be paid four (4) hours pay
21 or the time required to take the test, whichev-
22 er is greater, provided that he accepts
23 employment for the work for which he was
24 tested. Such payment is to be made on the
25 first payday following such employment.

26
27 **ART. 6(b)(2)** It is understood that the welder
28 is to be placed on the payroll or released no
29 later than the second working day following
30 the day on which he was tested. If such
31 welder refuses employment for the work for

1 which he was tested or if he quits for other
2 than compelling personal reasons prior to
3 the first payday, he shall not receive pay-
4 ment for taking the test.
5

6 ART. 6(b)(3) Welders passing a test will be
7 furnished a copy of test papers from the
8 Contractor or party requiring a test within
9 30 calendar days. Welders failing tests shall
10 maintain their place on the out-of-work list.
11

12 ART. 6(b)(4) Common Arc. It remains the
13 intention of the Western States Chairmen
14 and Joint Negotiating Committee that the
15 Common Arc Welder Testing Program is
16 the program of choice for the testing of
17 welders. Further, and consistent with
18 National Joint Rules and Standards
19 Committee Understandings, regarding the
20 referral of welders under National, Area
21 and Local Agreements, the following proce-
22 dure will be adhered to when referring
23 welders to worksites coming under the
24 terms of this Agreement.
25

26 ART. 6(b)(4)(1) Common Arc or current
27 welding certification with the employing
28 Contractor shall give welders first priority
29 referral in the order in which their names
30 appear on the Local out-of-work list.
31

1 ART. 6(b)(4)(2) Current welding certification
2 with Contractors other than the employing
3 Contractor shall give a welder second priority
4 referral in the order in which their names
5 appear on the Local out-of-work list.

6
7 ART. 6(b)(4)(3) Previously Certified or
8 Qualified welder, who possess past certification
9 or qualification papers, which are not
10 current for the employing Contractor, shall
11 be given third priority referral in the order in
12 which their names appear on the Local out-
13 of-work list.

14
15 ART. 6(c) Selectivity. The Employer shall have
16 the right to establish its work force as follows:

- 17 1. Foreman - By Employer (from anywhere)
- 18 2. Steward - By Local Lodge having jurisdiction
- 19 3. Foreman, Assistant Foreman, or Name
20 Select - By Employer (from anywhere)
- 21 4. Out-of-Work List - Per Local Lodge Referral
22 Rules
- 23 5. Foreman, Assistant Foreman, or Name
24 Select - By Employer (from anywhere)
- 25 6. Manpower requisitions (6 through 40) will be
26 on a four-to-one basis [four per the Local
27 Lodge Referral Rules (slots 6, 7, 8, and 9)] and
28 one by Employer Name Select from anywhere
29
30
31

1 (slot 10). Name Selects shall be awarded in
2 the aforementioned manner only for all man-
3 power requisitions exceeding slots 10 through
4 40. The Employer shall ensure all General
5 Foremen, Foremen, Assistant Foremen, and
6 Name Selects are practical mechanics of the
7 Boilermaker Trade. Manpower requisitions
8 starting with slot 41 will be assigned from the
9 "A" Out-of-Work List on a one-to-one basis
10 (slot 41 - Local Lodge Referral Rules, slot 42 -
11 Employer Name Select).
12

13 ART. 6(c)(1) When Name Select employees
14 are reassigned from one job to another with-
15 in the Western States area, all reimburse-
16 ment will be per Article 12 of this
17 Agreement. Refusal of an employee to
18 accept a reassignment shall not be cause for
19 discharge or deemed to be a quit. The intent
20 of this language is that if an employee refus-
21 es a reassignment it is deemed to be a layoff.
22 Layoff slip to read accordingly.
23

24 ART. 6(c)(2) The Contractor shall notify the
25 Local Union forty-eight (48) hours prior to
26 any such reassignment of the nature and
27 location of the job and the names of the
28 employees to be reassigned.
29

30 ART. 6(c)(3) Reduction of Crew. When reduc-
31 ing the crew, the Contractor determines

1 which individuals shall be laid off. However,
2 Name Select employees shall be laid off per
3 the same ratio allowed in a 6(c) Selectivity.
4

5 ARTICLE 7 6 HOURS OF WORK 7

8 ART. 7(a) The regular day shift and weekly
9 hours shall be eight (8) hours per day, with a
10 starting time between 6:00 a.m. and 8:00 a.m.
11 and forty (40) hours per week, Monday to
12 Friday, inclusive. Once the daily starting
13 time is established by the Employer, it shall
14 only be changed by mutual agreement with
15 the Union.
16

17 ART. 7(b) When circumstances warrant, the
18 Contractor and Business Manager may
19 agree in writing to change the regular work
20 week to four (4) ten-hour shifts at the regu-
21 lar straight time rate of pay. It being under-
22 stood that all other pertinent sections of the
23 Agreement must be adjusted accordingly.
24

25 ART. 7(c) A thirty minute lunch period shall
26 be allowed beginning after the first four (4)
27 hours worked on a scheduled shift. It is
28 agreed that the lunch period may be
29 changed by mutual agreement between the
30 Contractor and a representative of the Local
31 Union having jurisdiction of the job.

1 ART. 7(d) Work performed in unusual emer-
2 gency situations during a scheduled lunch
3 period will not be subject to the overtime
4 rate providing such work is less than fifteen
5 minutes. The local supervisor shall not
6 abuse this provision.
7

8 ART. 7(e) As an exception to this Article, in
9 weeks in which a recognized holiday falls
10 Monday through Friday, the regular weekly
11 hours shall be 32 hours on the day shift, 30
12 hours on the second shift and 28 hours on
13 the third shift for purpose of computing
14 weekly overtime under Art. 8(a).
15

16 ARTICLE 8 17 OVERTIME 18

19 ART. 8(a) Time and one half (1 1/2) hours for 1
20 at the straight time rate, shall be paid for work
21 in excess of 8 hours on the first shift, 7.5 hours
22 on the second shift, and 7 hours on the third
23 shift, or for hours worked in excess of the regu-
24 lar weekly hours as set forth in Articles 7 and
25 10, whichever results in the greater amount of
26 overtime in the workweek of each employee.
27

28 ART. 8(b) Employees who work on
29 Saturday or Sunday without having previ-
30 ously worked during the workweek, their
31 full number of regular weekly hours as set

1 forth in Articles 7 and 10 shall receive the
2 applicable overtime rate for such Saturday
3 or Sunday work by reason of work on those
4 days being normally in excess of the number
5 of regular weekly hours.
6

7 ART. 8(c) Employees who work before or
8 after regular established shift hours without
9 also working on that day all their regular
10 established shift hours, shall receive the
11 applicable overtime rate for work before or
12 after their regular established shift hours by
13 reason of such work being normally in
14 excess of that performed during regular
15 established shift hours, as set forth in
16 Articles 7 and 10.
17

18 ART. 8(d) Double time shall be paid for all
19 hours in excess of 10 hours Monday
20 through Saturday, and for all hours on
21 Sundays and Holidays.
22

23 ART. 8(e) Employees who work a total of 40
24 hours or less in any work week shall receive
25 the applicable overtime rate for all hours
26 worked in that workweek on Saturday,
27 Sunday or a recognized holiday, or before or
28 after their regular established shift hours.
29

30 ART. 8(f) Employees required to work over-
31 time in excess of two (2) hours past the reg-

1 ular quitting time of their shift shall be
2 allowed sufficient time to eat at the end of
3 their shift without loss of pay; and if work is
4 to continue in excess of four (4) hours there-
5 after, they shall be allowed sufficient time to
6 eat without loss of pay after each four (4)
7 hours of such work. No lunch period shall
8 be allowed on a Contractor's time when
9 overtime work will not exceed two (2) hours
10 past the regular quitting time of the shift.
11

12 ART. 8(f)(1) The intent of this paragraph is
13 that a second lunch period will be allowed
14 without loss of pay when an employee is
15 required to work in excess of ten (10) hours.
16

17 ART. 8(g) Overtime is not to be demanded
18 from the Employer by any workman cov-
19 ered by this Agreement as a condition for
20 employment on a job.
21

22 ARTICLE 9 23 HOLIDAYS 24

25 ART. 9(a) The recognized holidays are: New
26 Year's Day, President's Day, Memorial Day,
27 July 4th, Labor Day, Veteran's Day,
28 Thanksgiving Day, the day after
29 Thanksgiving Day, and Christmas Day. If
30 the Boilermakers and those crafts servicing
31 the Boilermakers in a Local Building Trades

1 Council elect to observe a holiday on a date
2 other than that observed by the State or
3 Nation, then that elected date shall be
4 observed as the holiday. The Contractors
5 shall be notified at least two weeks prior to
6 the effective date of change.
7

8 ART. 9(b) Upon mutual agreement between
9 the Local Union Business Manager and the
10 Employer Representative, Veterans Day may
11 be changed for the day before Christmas.
12

13 ART. 9(c) No work shall be performed on
14 Labor Day except for the preservation of life
15 and property. When a holiday falls on a
16 Saturday or Sunday, the day observed by the
17 State or Nation shall be observed as the holiday.
18

19 ART. 9(d) Holidays falling on Tuesday,
20 Wednesday, or Thursday may be observed on
21 Monday or Friday where such is mutually
22 agreed to between a Contractor and the Local
23 Union involved for an individual job site.
24

25 ARTICLE 10 26 SHIFTS 27

28 ART. 10(a) A second (2nd) and/or third
29 (3rd) shift may be established by the
30 Contractor provided each is worked for
31 three (3) or more consecutive days to include

1 Saturdays, Sundays, and Holidays, if
2 worked. When a job is to run for less than
3 three (3) consecutive work days it will be
4 considered a short or irregular shift work job
5 and the second and/or third shift shall be
6 paid for at the applicable overtime rate or an
7 arrangement can be worked out between
8 the Contractor and the authorized representa-
9 tive of the Local Lodge having jurisdiction,
10 where and how two shifts can be worked.
11 Subterfuge shall not be used to avoid the
12 intent of the foregoing.

13
14 ART. 10(b) When established shifts are
15 worked through Saturday, Sunday, or a
16 Holiday, hours of work and pay shall be in
17 accordance with the provisions of Art. 10(d)
18 at the applicable overtime rate.

19
20 ART. 10(c) The regular starting time of the
21 first or day shift shall be 8:00 a.m.; the regu-
22 lar starting time of the second shift shall be
23 4:30 p.m.; and the regular starting time of the
24 third shift shall be 12:30 a.m. The foregoing
25 starting times may be changed when mutu-
26 ally agreed to between the Contractor and
27 representatives of the Local Union having
28 jurisdiction of the job.

29
30 ART. 10(d) Where two or three shifts are
31 worked, the first or day shift shall be estab-

1 lished on an eight (8) hour day, forty (40)
2 hour week basis; and the second shift shall
3 be established on a seven-and-one-half (7-
4 1/2) hour day, thirty-seven-and-one-half
5 (37-1/2) hour week basis; and the third shift
6 shall be established on a seven (7) hour day,
7 thirty-five (35) hour week basis. The pay for
8 a full shift on each of the above shifts shall
9 be eight (8) times the hourly wage rates
10 herein provided.
11

12 ART. 10(e) No employees shall be required
13 to work more than one (1) shift in any twenty-
14 four (24) hour period for straight time.
15 The beginning of the twenty-four (24) hour
16 period for such purpose shall be the regular
17 starting time of the shift upon which the
18 employee is regularly employed. An
19 employee working continuously beyond his
20 regular shift will continue to receive the
21 overtime rate for hours worked until he has
22 received an eight (8) hour break.
23

24 ART. 10(f) As an exception to this Article, in
25 weeks in which a recognized holiday falls
26 Monday through Friday, the regular weekly
27 hours shall be 32 hours on the day shift, 30
28 hours on the second shift and 28 hours on
29 the third shift for purpose of computing
30 weekly overtime under Art. 8(a).
31

1 ARTICLE 11
2 MINIMUM PAY AND REPORTING TIME
3

4 ART. 11(a) Any employee starting a shift or
5 called and reporting to work after starting
6 time of the first period of any shift Monday
7 through Friday, shall receive no less than
8 two hours pay for such period. If required to
9 continue beyond two hours, the minimum
10 pay will be four hours or actual time
11 worked, whichever is the greater.
12

13 ART. 11(b) Any employee called and report-
14 ing to work on Saturdays, Sundays and rec-
15 ognized holidays, or outside of his regular
16 shift hours not continuous with his regular
17 assigned shift hours, or any employee
18 reporting to work on call and not given
19 employment, shall be paid not less than four
20 (4) hours pay or actual time worked at the
21 applicable overtime rate.
22

23 ART. 11(c) Notwithstanding (a) and (b), other
24 than emergency orders or in remote areas, the
25 Contractor may require an employee who
26 arrives late on job to start at noon or the fol-
27 lowing day, or in the alternative, to be paid
28 only for hours actually worked.
29

30 ART. 11(d)(1) The forgoing requirements
31 shall not be applicable where the employee

1 is laid off by reason of bad weather, break-
2 down of machinery or any other cause
3 beyond the direct control of the Contractor,
4 in which event he shall be paid: (1) Not less
5 than two hours pay, (2) not less than four (4)
6 hours pay if employee starts to work, or (3)
7 not less than eight (8) hours pay if required
8 to work into the second half of the shift, or
9 (4) the time required to remain on the job, if
10 greater. Where the employee quits or lays
11 off, payment will be made for actual time
12 worked. In order to qualify for the pay pro-
13 vided for in this Article, the employee must
14 remain on the job available for work, during
15 the period of time for which he received pay
16 unless released sooner by the Contractor's
17 principal supervisor.

18
19 ART. 11(d)(2) If another craft working with
20 the Boilermakers in the same crew is sent
21 home because of unworkable conditions,
22 the Boilermakers shall also be sent home;
23 however, the Contractor shall have the right
24 to work all or part of the crew subject to the
25 four (4) and eight (8) hour minimum pay.

26
27 ART. 11(e) The exception to the above men-
28 tioned paragraphs of this Article shall be
29 when an employee has been properly noti-
30 fied not to report. Special notification
31 arrangements may be made by agreement

1 between the Contractor and the Union
2 Business Manager.

3
4 ART. 11(f) A Further exception to the above
5 paragraphs will be in those instances where
6 a civil disturbance makes it necessary to shut
7 down a project to prevent possible injury or
8 loss of life of employees on the project. Any
9 dispute over application of this Article shall
10 be handled in accordance with Art. 27(a).

11
12 **ARTICLE 12**
13 **TRAVEL EXPENSE AND SUBSISTENCE**
14 **(EXCEPT ALASKA, SEE ARTICLE 31)**

15
16 ART. 12(a) Subsistence and travel payments
17 provided below are intended to partially
18 reimburse employees for expenses. Dispatch
19 points are established as follows:

20 AlaskaAnchorage
21 ArizonaPhoenix
22 CaliforniaPittsburg, Los Angeles
23 ColoradoDenver
24 IdahoSpokane, Salt Lake City
25 MontanaEast Helena
26 Nevada ..Pittsburg, Los Angeles, Salt Lake City
27 New MexicoAlbuquerque
28 OregonPortland
29 UtahSalt Lake City
30 WashingtonSeattle, Spokane, Portland
31 WyomingDenver, Salt Lake City

1 ART. 12(b) There also will be a 40 mile free
2 zone from Pocatello, Idaho and this free
3 zone is understood to include work from
4 Pocatello to and including Idaho Falls.
5

6 ART. 12(c) Subsistence payments will be
7 based on mileage from the city hall of the
8 dispatch city or the home address of the
9 employee, whichever is closer to the job
10 location. The Union agrees to show the
11 home location on the dispatch slip, and also
12 agrees that the Employer may ask for an
13 independent verification of such address.
14

15 ART. 12(d) Subsistence payments and travel
16 pay shall be paid as follows:

17 Where the job site is over 120 miles from
18 the dispatch point, employees shall receive
19 the IRS-allowable amount per mile for trans-
20 portation between such city and the job at the
21 beginning and conclusion of their employ-
22 ment. Such transportation allowance shall be
23 paid based on the most direct main route,
24 plus necessary bridge toll and ferry charges.
25 Such supplementary reimbursement shall
26 not exceed eight (8) times the regular hourly
27 area mechanic's rate.
28

29 ART. 12(e) In the event an employee quits for
30 other than immediate compelling personal
31 reasons not reasonably foreseen at time of

1 employment before having been in the
2 employ of the Contractor fifteen (15) calendar
3 days, he shall not be entitled to transportation
4 or travel expense to the job. In the event an
5 employee quits for other than immediate
6 compelling reasons not reasonably foreseen
7 at time of employment or is discharged for
8 just and sufficient cause before having been
9 in the employ of the Contractor sixty (60) cal-
10 endar days, he shall not be entitled to return
11 transportation or travel expense. Any dispute
12 arising as to the proper application of this
13 provision shall be considered as a grievance
14 subject to handling under the grievance
15 machinery herein provided.

16
17 ART. 12(f) As reimbursement for subsistence,
18 the Contractor shall pay the employee twenty-
19 five dollars (\$25) per day worked where
20 the job site is more than 70 miles but less than
21 120 miles from the dispatch point. If over 120
22 miles, the daily subsistence amount shall be
23 thirty-five dollars (\$35) per day worked.

24
25 ART. 12(g) Holidays, rain, breakdowns, or any
26 reason the employees are stopped by the
27 Contractor from working, Monday through
28 Friday, will be considered days worked and
29 the subsistence paid. Employees absent from
30 work shall not be paid subsistence for the day
31 absent. When a welder is required to take a test

1 outside the seventy (70) mile zone they shall be
2 reimbursed as follows provided they have
3 demonstrated their competency by previous
4 experience: subsistence as provided above for
5 the day or days on which the test is taken, sub-
6 sistence as provided in Art. 12(f) if applicable,
7 and transportation and travel expense as pro-
8 vided in Art. 12(d).

9
10 ART. 12(h) An employee must work the
11 scheduled work day before or the sched-
12 uled work day following a holiday that
13 occurs Monday through Friday, to be enti-
14 tled to subsistence for the holiday, unless
15 excused. Excused absences will not be
16 unreasonably denied.

17
18 ART. 12(i) Employees who leave the job
19 before the end of the shift except for reason
20 beyond their control, such as illness in family,
21 court summons, bona fide illness, etc., shall
22 be paid subsistence for the time actually
23 worked unless they get the permission of a
24 designated Contractor's representative who
25 shall be reasonably available at a designated
26 location. Any dispute arising under the sub-
27 sistence clause shall be handled as provided
28 in Article 27 and judged on its merits.

29
30 ART. 12(j) When employees are instructed
31 to report to a job on a certain day and are not

1 immediately placed at work, they shall be
2 paid reporting pay for the day they report to
3 work and the sum of thirty dollars (\$30.00)
4 per day for each day thereafter until ordered
5 to work or released by the Contractor, in
6 addition to subsistence as above provided.
7 When an employee is temporarily laid off
8 and is requested to stand by until work is
9 available, and if he agrees to do so, he shall
10 be paid thirty dollars (\$30.00) for each day
11 until returned to work or laid off, in addition
12 to subsistence as above provided.

13
14 ART. 12(k) Where a job is located two hun-
15 dred and forty (240) miles or more from the
16 Dispatch Point, the employee will receive
17 one additional day's subsistence at the start
18 of his work on the job and at the conclusion
19 of his work on the job, provided that pay-
20 ment of such additional day's subsistence
21 under this paragraph shall be subject to the
22 same conditions applicable to transportation
23 and travel expense under Art. 12(e).

24
25 ART. 12(l) If an employee suffering an indus-
26 trial injury outside the seventy (70) mile zone
27 does not receive compensation payments for
28 the first seven (7) days that he is unable to
29 work, his subsistence payments under this
30 Article shall continue for as many days during
31 such seven (7) day period as he is required to

1 remain at or in the vicinity of the job site by the
2 Contractor or by the physician in charge or by
3 the state commission having jurisdiction. In
4 those states where the payment of compensa-
5 tion during such seven (7) day period is
6 dependent upon the duration of an employ-
7 ee's period of disability, the Contractor may
8 delay the payments called for under this para-
9 graph until it has been ascertained whether
10 compensation payments will be received for
11 some or all of such seven (7) day period.
12

13 **ART. 12(m)** The Contractor shall reimburse
14 employees for ferry charge or bridge toll
15 incurred daily going to and from the job.
16

17 **ART. 12(n)** In the Seattle area, when employ-
18 ees travel from Seattle to Bremerton area
19 and return by ferry, they shall be reimbursed
20 by the Contractor for each round trip a sum
21 equivalent to one (1) hour's pay at the regu-
22 lar area mechanic's rate plus ten cents
23 (\$0.10). This situation is recognized as a case
24 of unusual hardship to the employee and
25 not as establishing the principle of travel
26 expense within the seventy (70) mile zone.
27

28 **ART. 12(o)** Other unusual circumstances of a
29 purely local nature shall be mutually
30 arranged between the Contractor and the
31 Union's Business Manager.

ARTICLE 13
WAGES

ART. 13(a) Classifications and Areas

	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
<u>Arizona</u>					
General Foreman*					
Foreman	\$25.53	\$25.53	\$26.48	\$26.48	Note 1
Asst. Foreman	\$24.53	\$24.53	\$25.48	\$25.48	Note 1
Blmkr./Blacksmith Helper/Trainee**	\$23.53	\$23.53	\$24.48	\$24.48	Note 1
<u>N. California</u>	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
General Foreman*					
Foreman	\$33.51	\$33.51	\$34.46	\$34.46	Note 1
Asst. Foreman	\$32.51	\$32.51	\$33.46	\$33.46	Note 1
Blmkr./Blacksmith Helper/Trainee**	\$31.51	\$31.51	\$32.46	\$32.46	Note 1

<u>S. California</u>	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
General Foreman*					
Foreman	\$33.01	\$33.01	\$33.96	\$33.96	Note 1
Asst. Foreman	\$32.01	\$32.01	\$32.96	\$32.96	Note 1
Blmkr./Blacksmith	\$31.01	\$31.01	\$31.96	\$31.96	Note 1
Helper/Trainee**					

S. California Counties - Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura.

<u>N. Idaho, Oregon, and Washington</u>	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
General Foreman*					
Foreman	\$28.27	\$28.27	\$29.22	\$29.22	Note 1
Asst. Foreman	\$27.27	\$27.27	\$28.22	\$28.22	Note 1
Blmkr./Blacksmith	\$26.27	\$26.27	\$27.22	\$27.22	Note 1
Helper/Trainee**					

N. Idaho Counties - Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

Nevada

N. California rates apply in these counties: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.

S. California rates apply in these counties: Clark, Esmeralda, Lincoln, and Nye.

Utah rates apply in these counties: Elko, Eureka, and White Pine.

32

	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
<u>Alaska</u>					
General Foreman*					Note 1
Foreman	\$36.40	\$36.40	\$37.35	\$37.35	Note 1
Asst. Foreman	\$34.90	\$34.90	\$35.85	\$35.85	Note 1
Blmkr./Blacksmith Helper/Trainee**	\$33.40	\$33.40	\$34.35	\$34.35	Note 1
	10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
<u>New Mexico</u>					
General Foreman*					Note 1
Foreman	\$22.48	\$23.48	\$23.88	\$25.18	Note 1
Asst. Foreman	\$21.48	\$22.48	\$22.88	\$24.18	Note 1
Blmkr./Blacksmith Helper/Trainee**	\$20.48	\$21.48	\$21.88	\$23.18	Note 1

Local 627 has jurisdiction in San Juan county; Local 4 has jurisdiction in all other New Mexico counties.

Colorado, S. Idaho, Montana, Utah,
and Wyoming

General Foreman*

Foreman

Asst. Foreman

Blmkr./Blacksmith

Helper/Trainee**

10/01/01	4/01/02	10/01/02	4/01/03	10/01/03
\$24.54	\$24.54	\$25.49	\$25.49	Note 1
\$23.54	\$23.54	\$24.49	\$24.49	Note 1
\$22.54	\$22.54	\$23.49	\$23.49	Note 1

* General Foreman rate to be negotiated.

**Wage to be negotiated with the Union Business Manager per Article 34.

All parties are advised that when a Contractor requests employees by name, they shall indicate the classification in which the employee will work (Welder, Mechanic, Rigger, etc.). This shall include employee selectivity referrals under the NPGMA, NMA, GPPMA, and the Uniform Referral Standards and Joint Referral Rules 7.5.

Note 1 - Effective October 1, 2003, the wage increases for all areas except New Mexico will be \$2.20, which may be allocated in part or total to fringe benefits at the Union's election. The wage increase for New Mexico will be \$1.50. This increase may also be allocated in part or total to fringe benefits at the Union's election. All Employers will be notified of any such allocation by the Union sixty (60) days prior to October 1, 2003.

ART. 13(b) Recap of Contract Fringe Costs

	10/01/01	10/01/02	10/01/03
34 Article 19 – Health & Welfare	\$3.80	\$3.80	\$3.80
Article 20 – Pensions*	\$4.50	\$5.50	\$5.50
Article 21 – Apprenticeship	\$0.40	\$0.40	\$0.40
Article 22 – Annuity	\$1.65	\$2.00	\$2.00
Article 23 – MOST	\$0.24	\$0.24	\$0.24
Article 24 – Vacation Trust	\$1.60	\$1.60	\$1.60

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

1 The Contractor agrees to pay a total of \$0.25 per
2 hour for maintenance of any singular or combina-
3 tion of benefit funds, once per year for each year
4 of this Agreement, when notified by the Plan
5 Trustees that such additional monies are required.
6

7 There will be no carry forward of amounts not
8 needed by these programs, so that the maximum
9 increase in any year shall be \$0.25 per hour.
10

11 \$0.05 may be used for administration purposes
12 at the discretion of the Joint Trustees of the
13 Vacation Trust Fund.
14

15 ART. 13(c) Travel Expense and Subsistence
16 Effective October 1, 2001
17 See Art. 12; Art. 31 for Alaska
18

19 Travel Pay

20 Alaska: See Art. 31(e)(1).
21

22 All states except Alaska: Mileage paid accord-
23 ing to Internal Revenue Service
24 Guidelines. [Currently \$0.345 per
25 mile. See Art. 12(d).]
26

27 Subsistence

28 Alaska: \$50 per day [see Art. 31(e)(3)].
29

30 All states except Alaska: \$25 or \$35 per day
31 [See Art. 12(f)].

1 ART. 13(d) Apprentice Rates (All Areas)
2 Effective October 1, 2001

3

4	Level	Pay %	Hours
5	1	70%	0-1,000
6		75%	1,001-2,000
7	2	80%	2,001-3,000
8		85%	3,001-4,000
9	3A	90%	4,001-5,000
10	3B	95%	5,001-5,999
11	Journeyman		6,000+

12

13 ART. 13(e) Helper/Trainee Rates and Benefits.
14 Effective October 1, 2001, the new maximum
15 amount payable to the Helper/Trainee shall
16 be 55 percent of the applicable mechanic's
17 hourly rate.

18

19 ARTICLE 14
20 PAY DAY

21

22 ART. 14(a) Wages shall be due and payable
23 weekly during working hours and in no case
24 shall more than five days pay (excluding pay
25 day) be held back. In isolated work areas, the
26 Employer agrees to make reasonable efforts
27 to provide payroll advances as needed.

28

29 ART. 14(b) Wages shall be paid in lawful cur-
30 rency or by negotiable check payable on
31 demand at par. Upon being discharged or

1 laid off, employees shall be paid in full. With
2 prior mutual agreement between the Local
3 Business Manager and the Contractor, any
4 hours worked after a shift (or of an emer-
5 gency nature) shall be paid on the next busi-
6 ness day following such shift by express mail.
7

8 ART. 14(c) A checking account shall not be
9 closed in less than two (2) weeks after
10 issuance of the last pay check against that
11 account.
12

13 ART. 14(d) Should an employee be required
14 to wait for wages due him, because of the
15 Contractor's negligence, he shall be paid for
16 the delay at regular straight time wages
17 (limited to eight hours per twenty-four (24)
18 hour period.)
19

20 ART. 14(e) The Contractor agrees to furnish
21 with each weekly pay, a statement or check
22 stub which shall show all deductions and
23 include information regarding straight time,
24 overtime paid and expense.
25

26 ART. 14(f) Any employee who quits shall be
27 paid off in full within seventy-two (72)
28 hours after termination in person or by cer-
29 tified mail to his last known address or to
30 the Local Union having jurisdiction where
31 the work is performed.

1 ART. 14(g) The following is a joint interpreta-
2 tion of Art. 14(d) and (f) that is to be
3 applied through the Western States Area:
4

5 ART. 14(g)(1) Saturdays, Sundays, and holi-
6 days are not counted in the 72 hour period,
7 or accumulation of pay unless such days are
8 worked on the job the employee quit.
9

10 ART. 14(g)(2) The Contractor's responsibility
11 stops at the time indicated on the receipt if
12 the check is mailed certified.
13

14 ART. 14(g)(3) If the Contractor mails check
15 certified to the last known address or to the
16 Union within the 72 hour period, no penal-
17 ty will apply.
18

19 ARTICLE 15

20 UNION REPRESENTATION AND ACCESS TO JOBS

21
22 ART. 15(a) Authorized business representa-
23 tives of the Local Unions shall at all times
24 have access to jobs where the Contractors
25 signatory to this Agreement are working,
26 providing they do not unnecessarily inter-
27 fere with the employees or cause them to
28 neglect their work, and further provided
29 such Union representatives comply with
30 customer's rules.
31

1 ART. 15(b) A steward shall be a working
2 journeyman who shall be selected by the
3 Union without regard to his place on the
4 out-of-work list and who shall, in addition
5 to his work as a journeyman, be permitted to
6 perform during working hours such of his
7 Union duties as cannot be performed at
8 other times.
9

10 ART. 15(c) The Union agrees that such duties
11 shall be performed as expeditiously as possi-
12 ble and the Contractors agree to allow the
13 Union steward a reasonable amount of time
14 for the performance of such duties. The
15 Union shall notify the Contractor of the
16 name of the steward. It is recognized by the
17 Contractor that the person named a steward
18 shall remain on the job as long as there is full
19 time work which he is capable of perform-
20 ing. In no event shall a Contractor discrimi-
21 nate against a steward, or lay him off, or dis-
22 charge him, on account of the proper per-
23 formance of his duties; and likewise no stew-
24 ard shall cause or call a work stoppage.
25

26 ARTICLE 16 27 SUPERVISION 28

29 ART. 16(a) The appointment and number of
30 General Foremen, who are practical mechan-
31 ics of the trade, is the function of management.

1 ART. 16(b) The appointment and number of
2 foremen and assistant foremen is the func-
3 tion of management, subject to the following
4 qualifications:
5

6 ART. 16(c) All Foremen and Assistant Foremen
7 shall be practical mechanics of the trade.
8

9 ART. 16(d) Where one (1) to ten (10) men are
10 employed on a job, one of them shall be a
11 foreman, who may work with the tools.
12

13 ART. 16(e) Where more than ten (10) are
14 employed, one shall be a foreman who shall
15 not work with the tools, and at the discretion
16 of the Employer, an Assistant Foreman who
17 may work with the tools.
18

19 ART. 16(f) Direct orders shall be given to the
20 men by the General Foremen, Foremen
21 and/or Assistant Foremen.
22

23 ART. 16(g) The Contractor shall have the
24 right to employ its General Foremen and
25 foremen, who are practical mechanics of the
26 trade, from any source. A Contractor may
27 also request the Union by name for men to
28 act as General Foremen and Foremen, which
29 shall be honored without regard to the
30 requested man's place on the out-of-work
31 list. When additional Foremen beyond those

1 as noted above are required, the Contractor
2 should consider local Foremen along with
3 Foremen from other sources.

4
5 **ARTICLE 17**
6 **PIECE WORK, LIMITATION AND CURTAILMENT**
7 **OF PRODUCTION**
8

9 There shall be no contract, bonus, piece, bit
10 or task work; nor shall there be any limit on or
11 curtailment of production. Profit Sharing or
12 Incentive programs will be permitted when
13 agreed to by the Local Business Manager.

14
15 **Article 18**
16 **Bond or Escrow Requirements**
17

18 **ART. 18(a)** A surety or cash bond up to
19 \$100,000.00 may be required to ensure pay-
20 ment of fringe benefits from the Contractors
21 who have been delinquent in payments or
22 who have not previously employed
23 Boilermakers in the area covered by this
24 Agreement.

25
26 **ART. 18(b)** The Union may refuse to refer
27 men to and may withdraw men from any
28 Contractor who has not posted a bond
29 when required, and such refusal or with-
30 drawal will not constitute a violation of
31 this Agreement.

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ARTICLE 19
HEALTH AND WELFARE

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19

ART. 19(a) The Contractor shall pay into the Boilermakers National Health and Welfare Fund the sum outlined in Article 13 for each hour worked for the Contractor by all his employees who are covered by this Agreement.

20
21
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31

ART. 19(b) The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Health and Welfare Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

ARTICLE 20
PENSIONS

ART. 20(a) It is agreed that contributions will be paid to the Boilermaker-Blacksmith National Pension Trust as outlined in Article 13 for all hours worked for the Contractor by all employees who are covered by this Agreement.

Effective October 1, 2001, the Employer shall make contributions in the amount specified in Article 13 for all straight-time

1 hours worked and at the applicable over-
2 time rate for overtime hours worked by all
3 employees covered by this Agreement.
4

5 ART. 20(b) The Employer agrees to and shall
6 be bound by the Trust Agreement creating
7 the Boilermakers National Pension Trust
8 and all amendments now or hereafter
9 approved by the Board of Trustees, said
10 Agreement and amendments are incorpor-
11 ated by reference and made a part of this
12 Agreement as if affixed hereto.
13

14 ARTICLE 21 15 APPRENTICESHIP PROGRAM 16

17 ART. 21(a) It is agreed that contributions
18 will be paid to the Western States Area
19 Apprenticeship Fund as outlined in Article
20 13 for all hours worked for the Contractor by
21 all employees who are covered by this
22 Agreement.
23

24 ART. 21(b) It is the understanding of the par-
25 ties to this Agreement that the funds con-
26 tributed by signatory Employers to the
27 Apprenticeship Fund will not be used to
28 train apprentices or journeymen who will be
29 employed by Employers in the Boilermakers
30 Field Construction and Repair Industry who
31 are not signatory to a collective bargaining

1 agreement providing for contributions to the
2 Fund. Therefore, the Trustees of the Fund are
3 empowered to adopt and implement a schol-
4 arship loan agreement program which will
5 require apprentices and journeymen who
6 receive training benefits from the Fund and
7 who are employed by signatory Employers
8 to repay the costs of training either by service
9 with such Employers following training, or
10 by actual repayment of the costs of training if
11 the individual goes to work for a non-signa-
12 tory Employer in the Boilermaker Field
13 Construction and Repair Industry. The costs
14 of training at the National Training Center
15 may include the reasonable value of all Fund
16 materials, facilities and personnel utilized in
17 training at the National Training Center.

18
19 ART. 21(c) The Employer agrees to and shall
20 be bound by the Trust Agreement creating
21 the Boilermakers National Apprenticeship
22 and all amendments now or hereafter
23 approved by the Board of Trustees, said
24 Agreement and amendments are incorpo-
25 rated by reference and made a part of this
26 Agreement as if affixed hereto.

27
28 ART. 21(d) Both parties agree to adhere to
29 the Boilermaker Western States Area
30 Apprenticeship Standards.

31

1 ART. 21(e) One (1) apprentice to be
2 employed on each job of five (5) to ten (10)
3 employees unless mutually agreed by the
4 Contractor and the Union that this is not
5 warranted. On larger jobs, the ratio shall be
6 one (1) apprentice to five (5) journeymen.
7

8 ART. 21(f) Any ratio of apprentices to jour-
9 neymen greater than the above must be by
10 mutual consent of the Contractor and Union.
11

12 ART. 21(g) It is understood that when
13 apprentices are assigned to a job, the above
14 ratios shall be applied as journeymen are
15 referred to the job.
16

17 ART. 21(h) In the event that apprentices are
18 not available in sufficient number to comply
19 with these ratios, the Area Joint
20 Apprenticeship Committee and the
21 International Union will be notified and nec-
22 essary steps are to be taken to increase the
23 number of available apprentices.
24

25 ART. 21(i) Both parties agree that the
26 Western States Area Apprenticeship
27 Committee has full authority under the
28 Agreement to:
29

30 ART. 21(i)(1) Enforce ratios for the employ-
31 ment of Apprentices on the job.

1 ART. 21(i)(2) Transfer Apprentices within the
2 Western States for the purpose of fulfilling
3 the training requirements of the Standards
4 and providing continuity of employment.
5

6 ARTICLE 22
7 ANNUITY PROGRAM
8

9 ART. 22(a) It is agreed that contributions
10 will be paid to the Boilermaker National
11 Annuity Trust the sum outlined in Article 13
12 for all straight-time hours worked, and at
13 the applicable overtime rate for overtime
14 hours worked by all employees covered by
15 this Agreement.
16

17 ART. 22(b) The Employer agrees to and shall
18 be bound by the Trust Agreement creating
19 the Boilermakers National Annuity Trust
20 and all amendments now or hereafter
21 approved by the Board of Trustees, said
22 Agreement and amendments are incorpo-
23 rated by reference and made a part of this
24 Agreement as if affixed hereto.
25

26 ARTICLE 23
27 MOST
28

29 ART. 23(a) The parties to this Agreement
30 will cooperate to accomplish a drug-free
31 environment and a safe work place. The

1 MOST drug screening program shall be
2 mandatory for all Boilermakers once per cal-
3 endar year. It is further agreed by the parties
4 that drug screening during employment
5 and pre-employment, including random
6 and for-cause, shall be based upon the
7 requirements of the Employer or Owner.
8

9 ART. 23(b) The Employer agrees to and shall
10 be bound by the Trust Agreement, policies,
11 and procedures creating the Mobilization,
12 Optimization, Stabilization, and Training
13 Program (MOST) and all amendments or
14 revisions to policies and procedures now or
15 hereafter approved by the Board of Trustees.
16 Said Trust Agreement, policies, procedures,
17 and amendments or revisions are incorpo-
18 rated by reference and made a part of this
19 Agreement as if affixed hereto.
20

21 ART. 23(c) Effective September 1, 2000, the
22 contribution rate specified for MOST will be
23 twenty-four cents (\$0.24)* designated to
24 MOST to fund the Boilermakers National
25 Reserve Center, the Common Arc Welding
26 program, and the MOST Safety and Training
27 Program which includes drug screening.

28 *One cent (\$0.01) is a voluntary contribution
29 to the National Association of Construction
30 Boilermaker Employers that may or may not
31 be paid at the Employers' discretion.

1 ART. 23(d) The listed contribution rates will
2 be adjusted based upon the reserve funding
3 status of MOST as follows:

4		
5	\$0 to \$500,000	Current rate plus two
6		cents per hour worked.
7	\$500,001 to \$1,000,000	Current rate.
8	\$1,000,001 to \$2,000,000	Current rate less two
9		cents per hour worked.
10	Over \$2,000,000	Current rate less nine
11		cents per hour worked.

12

13 ART. 23(e) Any increase or decrease shall be
14 implemented on the first day of the month
15 following notification from MOST to the Co-
16 Chairmen of this Agreement.

17

18 ARTICLE 24
19 VACATION TRUST

20

21 ART. 24(a) It is agreed that contributions
22 will be paid to the Western States
23 Construction Boilermaker Vacation Trust the
24 sum outlined in Article 13 for all straight-
25 time hours worked, and at the applicable
26 overtime rate for overtime hours worked by
27 all employees covered by this Agreement.

28

29 ART. 24(b) The Employer agrees to and shall
30 be bound by the Trust Agreement creating
31 the Boilermakers Vacation Trust and all

1 amendments now or hereafter approved by
2 the Board of Trustees, said Agreement and
3 amendments are incorporated by reference
4 and made a part of this Agreement as if
5 affixed hereto.
6

7 ART. 24(c) The monies specified above are
8 delayed hourly wages with taxes withheld
9 at time of earning.
10

11 ART. 24(d) CAMPAIGN ASSISTANCE FUND.
12 Campaign Assistance Fund (CAF) deduc-
13 tions will be handled with employees
14 through the Western States Construction
15 Boilermaker Vacation Trust.
16

17
18 **ARTICLE 25**
19 **DUES CHECKOFF**
20

21 ART. 25(a) The Employer will deduct from
22 the wage of each employee the current
23 Union field dues and monthly membership
24 dues as certified by the Union when author-
25 ized by the employee as herein provided.
26

27 ART. 25(b) Deductions shall be made only
28 where there is in effect in the possession of
29 the Employer a voluntary written assign-
30 ment executed by the employee on a stan-
31 dard form furnished by the Union, and the

1 deduction shall be remitted to the Financial
2 Secretary of the Lodge where the work is
3 being performed at the same time trust con-
4 tributions are required to be submitted.

5
6 ART. 25(c) The Employer shall forward to
7 the office of the Local Union monthly a
8 report of all hours worked by each employ-
9 ee covered by this Agreement and deduc-
10 tions made.

11
12 **ARTICLE 26**
13 **RIDER CLAUSE**

14
15 ART. 26(a) Project Agreements negotiated by
16 the International Union shall supersede this
17 Agreement to the extent of any modifications
18 or changes specifically set forth therein.

19
20 ART. 26(b) The Business Manager of the
21 Local Lodge may modify Articles of this
22 Agreement on a specific job when, in his
23 judgment, it is in the craft's best interest to
24 do so. Any such agreement shall apply only
25 to that job or project and will automatically
26 terminate at the conclusion of the work. All
27 changes will be reduced to writing, signed
28 by the parties with copies to the Chairmen
29 on the Employers and Union Negotiating
30 Committees before the work commences.

31

1
2 **ARTICLE 27**
3 **GRIEVANCE AND ARBITRATION PROCEDURE**

4 **ART. 27(a)** In order to reduce the possibility
5 of disputes arising from divergent interpreta-
6 tions of the provisions of this Agreement, and
7 to thereby improve the uniformity of such
8 interpretations to the greatest extent possible,
9 the chairmen of the respective negotiating
10 committees shall comprise an advisory body
11 on contract intent which may be consulted by
12 either party at any step of the grievance pro-
13 cedure and which shall be consulted before
14 any grievance is taken to arbitration.
15

16 **ART. 27(b)** Grievances that may arise on any
17 job covered by this Agreement shall be given
18 consideration as follows:
19

20 **ART. 27(c)** Every grievance must be pre-
21 sented within five (5) working days from the
22 date of the occurrence of the event on which
23 the grievance is based.
24

25 **ART. 27(d)** Complaints that may arise on a
26 job will be taken up between the steward and
27 the Contractor's Foremen or Agent in charge.
28 Such complaints that cannot be settled within
29 two (2) days shall be referred to the Business
30 Representative of the Local Union.
31

1 ART. 27(e) The matter will then be taken up
2 between the Business Representative of the
3 Local Union and the Representative or
4 Agent of the Contractor. If said complaint
5 cannot be settled as provided above within
6 the next five (5) days, it shall then be pre-
7 sented in writing and within the next ten
8 (10) days shall be answered in writing. The
9 time limits specified in this paragraph may
10 be changed by mutual agreement.

11
12 ART. 27(f) In the event the grievance cannot
13 be settled as above provided within thirty-
14 two (32) days after it arises, it shall be sub-
15 mitted in writing to the International
16 President of the Union or his duly designat-
17 ed representative, and an Industry
18 Representative duly selected by the
19 Contractor, for consideration and settlement.

20
21 ART. 27(g) In the event the grievance is not
22 settled within ten (10) days after it has been
23 submitted in accordance with Art. 27(f), the
24 Union or the Contractor, at any time within
25 the next ten (10) days, may request in writ-
26 ing that the grievance be submitted to arbi-
27 tration; and if such request is made, the
28 grievance shall be submitted to arbitration
29 as hereinafter provided. Within ten (10) days
30 following the receipt of the written request
31 for arbitration, the parties shall meet and

1 select an Arbitrator to hear the dispute. The
2 hearing shall start as promptly thereafter as
3 practicable and be conducted in an informal
4 and "layman like" manner. The Arbitrator
5 shall have no authority to add to the terms
6 hereof or to impose on any party hereto, lim-
7 itations or obligations not specifically pro-
8 vided for in this Agreement. The decision of
9 the Arbitrator shall be rendered in writing
10 and shall be final and binding on both par-
11 ties, provided such decision is within the
12 terms of this Agreement.
13

14 ART. 27(h) In the event the parties fail to
15 agree on an Arbitrator in the ten (10) day
16 period provided above, he shall be selected
17 from a list furnished by the Federal
18 Mediation and Conciliation Service.
19

20 ART. 27(i) The expense and compensation of
21 the Arbitrator shall be divided equally
22 between the Contractor and the Union.
23

24 ARTICLE 28

25 SAFETY MEASURES

26

27 ART. 28(a) Welders standard hoods and col-
28 ored glasses accidentally broken on the job
29 shall be replaced by the Contractor.
30
31

1 ART. 28(b) Welders, mechanics, apprentices,
2 and helper/trainees shall be furnished suit-
3 able welding or work gloves for their pro-
4 tection; sleeves shall be furnished when nec-
5 essary for welders' protection. Such gloves
6 or sleeves so furnished shall be checked in
7 and out of Employer's tool room in the same
8 manner as tools.

9
10 ART. 28(c) With the exceptions of welding
11 hoods, gloves and sleeves (covered above), the
12 Contractor shall furnish all safety equipment
13 required by the Contractor. When foot protec-
14 tion is required, the Contractor shall supply
15 exterior toe and/or metatarsal protectors.

16
17 ART. 28(d) When a site or Owner requires
18 steel-toed shoes, it shall be the employee's
19 responsibility to obtain as may be required
20 for site access.

21
22 ART. 28(e) In the interest of preventing
23 industrial injury, the immediate Contractor
24 for whom the men are working shall comply
25 with State and Federal safety regulations,
26 and exert every reasonable effort to provide
27 and maintain safe working conditions, and
28 the Union shall encourage employees to
29 work in a safe manner, and when safety
30 devices are furnished, cooperate to see that
31 employees use them.

1 ART. 28(f) Rigging crews on all power
2 equipment shall be composed of a sufficient
3 number of men to handle the work involved
4 in an efficient and safe manner.
5

6 ART. 28(g) Employees required to work in
7 any area where they are exposed to acids or
8 caustics, shall be provided protective cloth-
9 ing and equipment by the Contractor.
10 Employees shall be reimbursed for personal
11 clothing damaged or destroyed under the
12 above conditions upon presentation of such
13 damaged or destroyed item and for clothing
14 damaged or destroyed by fire or natural dis-
15 aster occurring at the job site.
16

17 ART. 28(h) Where required for riggers, safety
18 belts will be provided with a clip and bolt bag.
19

20 ART. 28(i) In hazardous areas, one man shall
21 not be required to work alone where he can-
22 not obtain assistance in case of accident.
23

24 ART. 28(j) When employees are required to
25 work outside in normally unworkable
26 weather, the Contractor shall furnish rain
27 jackets and leg protection. The employee
28 shall exercise reasonable responsibility for
29 the care of the protective clothing subject to
30 reasonable wear and tear.
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ARTICLE 29 MEDICAL TREATMENT AND EXAMINATION

ART. 29(a) An employee suffering an industrial injury who is advised not to resume work by his foreman or first aid attendant or by a physician to whom he has been referred shall be paid on his usual basis for the entire shift on which the injury occurred.

ART. 29(b) Likewise, there shall be no loss of pay when an employee is required by his doctor to leave the job temporarily to take subsequent treatment after an industrial injury, provided that only a minimum of time is taken and the privilege is not abused.

ART. 29(c) It is further agreed by the Union and the Contractor that where an employee receives a serious injury or serious illness on the job, a representative of the Contractor or the Union steward shall accompany the employee to the hospital. If the Union steward is sent with the injured employee to the hospital, it is agreed that the Union steward shall not suffer any loss of pay he would otherwise have received.

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**ARTICLE 30
JOB NOTICE**

In order to ensure the satisfactory progress of each job, the Contractor shall furnish, in writing, the Local Business Manager and the International Headquarters with the following job information as soon as possible and practical. (A pre-job conference shall satisfy the above requirement).

1. Address of job site (exact street address if available)
 2. Approximate starting date and duration
 3. Type of job
 4. Approximate manpower requirements
 5. Map when necessary
 6. Request emergency contact telephone numbers of Business Manager and/or Dispatcher.
- 25
26
27
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31

**ARTICLE 31
ALASKA**

ART. 31(a) It is understood that this Article is in effect to accommodate conditions of work in Alaska which may differ from conditions in the other areas covered by this Agreement. Any item not specifically covered in this Article will be handled in accordance with other sections of this

1 Agreement. This Article applies to the entire
2 state of Alaska.

3
4 ART. 31(b) Overtime. All overtime shall be
5 paid for at one-and-one-half (1 1/2) times
6 the basic scale, with the exception that time
7 worked on Sundays and holidays and time
8 worked in excess of ten (10) hours per shift
9 shall be paid at two (2) times the basic scale.

10
11 ART. 31(c) When the Contractor is provid-
12 ing transportation at the beginning and at
13 the completion of employment, or between
14 job locations, travel time will be paid for as
15 follows:

16
17 ART. 31(d) Employees will be paid for actu-
18 al time spent in travel not to exceed an
19 amount equal to eight (8) times the
20 Boilermaker hourly wage rate per day in
21 each twenty-four (24) hour period, while
22 waiting for the job to open, or waiting
23 between jobs, or when jobs are stopped on
24 account of weather or other unavoidable cir-
25 cumstances, or while awaiting transporta-
26 tion on completion of employment.

27
28 ART. 31(d)(1) The above paragraph is to cover
29 Contractor-provided transportation only.

30
31

1 ART. 31(e) Travel and Subsistence. The Union
2 and the Contractor hereby agree that the
3 concept of travel and subsistence payments
4 is meant to reimburse employees, who work
5 too far from home to live at home during the
6 course of a job or project, for travel and liv-
7 ing costs. Travel payments will be agreed to
8 by the Contractor and the Union as either:
9

10 ART. 31(e)(1) If the employee lives 40 miles or
11 more from the job site, he will be paid eight-
12 een cents (\$0.18) per mile for transportation
13 plus travel costs of thirty-eight cents (\$0.38)
14 per mile from his home. Such costs shall be
15 paid from the employee's home over the
16 most direct main traveled route, or:
17

18 ART. 31(e)(2) The Contractor shall provide
19 transportation for the employee to and
20 from the job site at the beginning and con-
21 clusion of their employment as provided
22 for in Art. 12(f).
23

24 ART. 31(e)(3) Employees entitled to travel
25 pay in the above paragraph shall be entitled
26 to subsistence in the amount of fifty dollars
27 (\$50.00) per day. (These subsistence pay-
28 ments will be subject to applicable provisions
29 of Article 12). The subsistence will be paid
30 seven (7) days per week and the employee
31 will provide his own room and board.

1 ART. 31(e)(4) The employee's permanent
2 address will be considered his home for pur-
3 pose of determining whether or not travel
4 and subsistence is to be paid. Any or all of
5 the following may be used to verify the per-
6 manent home or home address:

- 7
8 Current Driver's License
9 Voter Registration
10 Phone Listing in Phone Book
11 Verification by Local Union
12 Paid Utility Bills for Address Claimed
13 Rent Receipts for Past 6 Months Minimum
14

15 ART. 31(e)(5) For the purpose of travel and
16 subsistence, an employee's residence or home
17 address can be changed only once per year.
18

19 ART. 31(e)(6) When an employee is required
20 to take a welder's test outside of the forty
21 (40) mile free zone from the point consid-
22 ered as his residence he shall be paid subsis-
23 tence for the day in which he takes the test
24 provided he passes the test and accepts
25 immediate employment with the Employer.
26 Once employment is accepted and the
27 employee commences employment, subsis-
28 tence shall be paid in accordance with the
29 terms set forth above in this Article.
30
31

1 ART. 31(f) When an employee suffers an
2 industrial injury while in a remote area, the
3 Contractor shall furnish proper hospitaliza-
4 tion and medical aid. If such injury or illness
5 prevents an employee from returning to
6 work within reasonable time or if the doctor
7 recommends, the employee shall be
8 returned to Anchorage at the Contractor's
9 expense. Normally this would be trans-
10 portation as provided when hired.

11
12 ART. 31(g) In isolated areas of Alaska, the
13 Contractor will provided suitable room and
14 board. It shall be the Contractor's responsibil-
15 ity to arrange for rooms to be kept clean and
16 linen changed regularly. Suitable laundry
17 facilities shall be made available at camp sites.

18
19 ART. 31(h) When furnishing the Job Notice
20 as provided in Article 30, the Contractor and
21 the Union will agree prior to the Job Start
22 whether room and board, camp facilities or
23 subsistence will be provided in accordance
24 with Art. 31(e) and Art. 31(g) above.

25
26 ART. 31(i) Employees shall be given forty-
27 eight (48) hours notice before layoff at job
28 end. It is further understood on shut down
29 or repair work the Employer shall give up to
30 forty-eight (48) hours notice if possible.
31

1 ART. 31(j) Covered transportation shall be
2 furnished from a central pickup point if
3 Contractor-supplied transportation to job
4 site is provided. This daily pickup is not to
5 be used by those paid transportation.

6
7 ART. 31(k) Unusual situations of purely
8 local nature shall be mutually arranged
9 between the Contractor and the Union's
10 Business Representative.

11
12 ART. 31(l) It shall be the responsibility of the
13 Contractor to make arrangements for
14 employees to cash checks and to assume any
15 cost incurred for said arrangements.

16
17 ARTICLE 32
18 NO STRIKE, NO LOCKOUT
19

20 ART. 32(a) During the term of this
21 Agreement there shall be no authorized
22 strike by the Union and there shall not be
23 any sympathy strike, slowdown, or other
24 interruptions of work by the Union or lock-
25 out by the Contractor, provided the Union
26 and the Contractor abide by the provisions
27 of the grievance machinery.

28
29 ART. 32(b) In the event a strike, slowdown,
30 or other interruption of work occurs which
31 is unauthorized by the Union, the

1 Contractor agrees that there shall be no lia-
2 bility on the part of the Union, its officers or
3 agents, provided the Union shall, as soon as
4 possible after notification by the Contractor
5 of a work stoppage, post notice at the job
6 that such action is unauthorized by the
7 Union, and promptly take steps to return its
8 members to work.

9
10 ART. 32(c) The Contractor may discharge
11 any employee for taking part in an unautho-
12 rized strike.

13
14 ART. 32(d) Notwithstanding any provisions
15 of this Article, it shall not be a violation of this
16 Agreement for employees covered by this
17 Agreement to refuse to cross a picket line
18 established by any Union or the local Building
19 Trades Council representing employees at the
20 job if such employees are engaged in a strike
21 which is properly sanctioned.

22
23 ARTICLE 33
24 GENERAL
25

26 ART. 33(a) A warm, dry, clean, enclosed
27 ventilated place shall be provided for the
28 employees to keep and change their clothes.
29 Hand cleaning material and towels shall be
30 kept available. Fresh cold drinking water
31 shall be made available daily.

1 ART. 33(b) Adequate storage space which
2 can be locked shall be provided for employ-
3 ees' personal clothing. Employees' personal
4 clothing stolen as a result of forcible entry
5 into an authorized area will be replaced by
6 the Contractor upon proof of ownership and
7 value. There shall be no subterfuge in the
8 application of this provision.
9

10 ART. 33(c) Employees will be permitted to
11 have coffee at their work places as long as
12 the privilege is not abused and does not
13 interfere with the work of others.
14

15 ART. 33(d) Employees will be at established
16 reporting points at the beginning and end of
17 their shift. Reporting points will be estab-
18 lished at the tool box or at the base of the
19 structure. In unusual situations the
20 Contractor and the Union Business Manager
21 shall mutually agree on reporting points.
22

23 ART. 33(e) Contractors shall not be restrict-
24 ed in the selection of kind or source of mate-
25 rials, supplies or equipment used in the
26 prosecution of the work; provided that the
27 Contractor shall make every effort to avoid
28 the use of materials, supplies or equipment
29 which will cause dissension.
30
31

1 ART. 33(f) On projects where Government
2 regulations specify conditions other than
3 those set forth in this Agreement and where
4 the Union agrees to comply with said regu-
5 lations, the Union shall notify the office of
6 the Secretary of the Western Field
7 Construction Negotiating Committee,
8 which shall immediately notify all the
9 Contractors signatory to this Agreement of
10 whom it has knowledge.

11
12 ARTICLE 34
13 HELPER/TRAINEE
14

15 ART. 34(a) Helper/Trainees shall be used on
16 a job-by-job basis, by mutual agreement of
17 the Local Business Manager and Employer
18 Representative.
19

20 ART. 34(b) Helper/Trainee wage rates shall
21 be established on a job-by-job basis by
22 mutual agreement of the Local Business
23 Manager and Employer Representatives.
24 Helper/Trainee rates shall not exceed a
25 maximum of 55 percent of the applicable
26 mechanic's rate per hour.
27

28 ART. 34(c) The Employer shall pay the list-
29 ed Apprenticeship and MOST contributions
30 on individuals working within this classifi-
31 cation. The Employer shall also contribute

1 \$0.25 to the Pension Trust and \$0.10 to the
2 National Annuity Trust on individuals
3 working within this classification. No contri-
4 butions will be required for Health and
5 Welfare or for the Vacation Trust.

6
7 ART. 34(d) Helper/Trainee ratios to
8 Boilermaker Mechanics will be determined
9 on a job-by-job basis by mutual agreement of
10 the Local Business Manager and Employer
11 Representatives. Helper/Trainee manpower
12 will not displace proper use or adherence to
13 mandatory apprenticeship ratios.

14
15 ART. 34(e) The Employer shall have a call-
16 by-name preference when requesting
17 Helper/Trainees from a lodge referral list.

18
19 ART. 34(f) At no time shall the number or pool
20 of Helper/Trainees currently working or regis-
21 tered to a Local's out-of-work list exceed the
22 number outlined within a Local's referral rules.

23
24 ART. 34(g) All Helper/Trainees are required to
25 take the MOST Drug Screen Test at the time of
26 their first referral and shall comply with the
27 MOST Annual Drug Screen Requirements.

28
29 ART. 34(h) Helper/Trainees may be
30 expelled from this program for violation of
31 the Local's Referral Rules or Employer Work

1 Rules constituting a just cause termination
2 as determined by the Local Joint Referral
3 Rules Committee.
4

5 ART. 34(i) Employers using Helper/Trainees
6 will submit to the Local a monthly progress
7 report for each Helper/Trainee employed.
8 Progress reports will be submitted by the 10th
9 day of the following month or upon termina-
10 tion, whichever is sooner.
11

12 ART. 34(j) The Local Joint Referral Rules
13 Committee shall review the Helper/Trainee
14 progress reports. Unfavorable reports may be
15 cause for disciplinary action to include ineligi-
16 bility to register on a Local's out-of-work list.
17 Helper/Trainees may appeal any disciplinary
18 action to the Local Joint Referral Rules
19 Committee in person for final adjustment.
20

21 Article 35 22 Duration of Agreement 23

24 ART. 35(a) This Agreement shall become
25 effective October 1, 2001 and shall remain in
26 effect through September 30, 2004, and from
27 year to year thereafter unless either party
28 shall at least sixty (60) days prior to any
29 anniversary date notify the other party in
30 writing of any proposed changes to this
31 Agreement. In the event such notice(s) are

1 given the parties shall meet not later than
2 forty-five (45) days prior to said expira-
3 tion(s), shall negotiate only the proposed
4 negotiable changes, and shall conclude the
5 negotiations without unnecessary delay.

6
7 ART. 35(b) It is understood that this
8 Agreement is a counterpart of an agreement
9 negotiated with the Union on an area-wide
10 basis by a group of the Employers engaged in
11 the Field Construction Industry in the area,
12 who have likewise executed counterparts of
13 this Agreement. Should such agreement, by
14 notice given as provided above, be reopened
15 for further negotiations, such negotiations
16 shall be conducted on an area-wide basis by
17 the members of industry who have executed
18 counterparts of this Agreement.

19
20 ART. 35(c) Any provision of the Agreement,
21 its amendments or appendices, which are in
22 contravention of any National or State law
23 affecting all or part of the territorial limits
24 covered by this Agreement, shall be sus-
25 pended in operation within the territorial
26 limits to which such law is applicable for the
27 period during which such law is in effect.
28 Such suspension shall not affect the opera-
29 tion of such provisions in territories covered
30 by the Agreement to which the law is not
31 applicable, nor shall it affect the operations

1 of the remainder of the provisions of the
2 Agreement within the territorial limits to
3 which such law is applicable.
4

5 ART. 35(d) Any breach of this Agreement by
6 a particular Contractor shall not operate as a
7 violation of this Agreement by any other
8 Contractor. Likewise, any breach of this
9 Agreement by the Union to one Contractor
10 shall not give rise to any rights of any other
11 Contractor.
12

13 ART. 35(e) It is agreed that all matters sub-
14 ject to collective bargaining have been dis-
15 cussed and disposed of during the negotia-
16 tions arriving at this contract, and both par-
17 ties agree that there shall be no further bar-
18 gaining on any matter whatsoever during
19 the term of this Agreement except as other-
20 wise provided for under Art. 3(d) (Union
21 Security) and Article 26 (Rider Clause).
22

23 ART. 35(f) In witness whereof, the parties
24 hereto have amended this Agreement effec-
25 tive October 1, 2001, to supersede the
26 Agreement that expired September 30, 2001.
27

28 ART. 35(g) The foregoing settlement was
29 agreed upon this date by the subcommittee
30 named below representing the above parties
31 and is approved and recommended.

Representing the Employers:

Stanley R. Miller, Chairman
PSF Industries, Inc.

Thomas A. Dillon, Secretary
CMTA

Dean Andrisevic
Babcock & Wilcox Construction

John Baer
CBI Services

Jerry Bennett
Integrated C-E Services, Inc.

Mike Dolan
C. H. Murphy/Clark-Ullman, Inc.

Larry Jansen
ARB, Inc.

Raymond J. Maw
Morse Construction Group

David Pavlik
Babcock & Wilcox Construction

Kathy Streblow
Dillingham Construction, Inc.

Jeff Teather
Bechtel Const., Inc.

Ron Traxler
CBI Services

Representing the Union:

- Don Lacefield, Chairman
International Vice President
- John A. Gallo, Secretary
Asst. to the Intl. President
- Steve Eames
International Representative
- Kyle Evenson
International Representative
- Nate Begay
Local 4 Acting Business Manager
- Robert Hall
Local 11 Business Manager
- Edward J. Marquez
Local 92 Business Manager
- Henry McCoy
Local 101 Business Manager
- Brad John
Local 182 Business Manager
- Marlin McCurdy
Local 242 Business Manager
- Steve Nelson
Local 500 Business Manager
- Edward Eixenberger
Local 502 Business Manager
- Fred Fields
Local 549 Business Manager
- Allen Meyers
Local 627 Business Manager

By their signatures hereto, the undersigned Employer and Union bind themselves to the Western States Agreement, in effect from October 1, 2001 through September 30, 2004. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Employer receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

FOR THE EMPLOYER:



By: _____

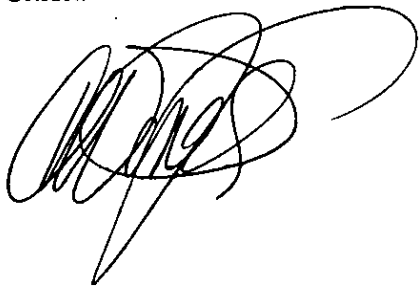
Stanley R. Miller, PSF Industries, Inc.
Employer Chairman



By: _____

Thomas A. Dillon, CMTA
Employer Secretary

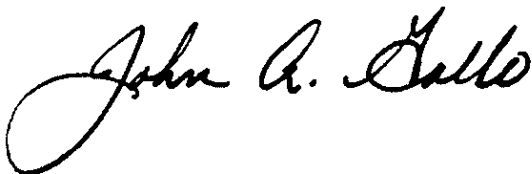
FOR THE UNION:



By: _____
Charles W. Jones, International President



By: _____
Don R. Lacefield, International Vice President
Union Chairman



By: _____
John A. Gallo, Asst. to the Intl. President
Union Secretary

Signatory Contractors

Aalborg Industries, Inc.
5300 Knowledge Pkwy., Ste. 200
Erie, PA 16510

AIM Co. (Arrow Indust. Mech.)
15914 NE 78th St.
Vancouver, WA 98682

Antelope Construction Corp.
PO Box 773747
Steamboat Springs, CO 80477

AP&F Construction
1230 W. 2600 S.
Woods Cross, UT 84067

Applied Mechanical Technology, Inc.
9805 NE 148th St.
Brush Prairie, WA 98606

ARB, Inc.
26000 Commercentre Dr.
Lake Forest, CA 92630

Atlantic Plant Maintenance, Inc.
3231 Pasadena Blvd.
Pasadena, TX 77503

Babcock & Wilcox Const. Co.
90 E. Tuscarawas Ave.
Barberton, OH 44203

The E. J. Bartells Co.
700 Powell Avenue SW
Renton, WA 98055

Baseline Industrial Construction, Inc.
6446 NE Portland Hwy.
Portland, OR 97218

Bechtel Construction Co.
PO Box 193965
San Francisco, CA 94119

Bragg Crane & Rigging
6251 Paramount Blvd.
Long Beach, CA 90805

C & M Internal Imaging, Inc.
5746 Kirsop Rd., SW
Olympia, WA 98512

CBI Services, Inc.
1503 N. Division St.
Plainfield, IL 60544

CCI Mechanical, Inc.
PO Box 25788
Salt Lake City, UT 84125

Cecon Corporation
PO Box 1514
Tacoma, WA 98502

Center Line Fabrication & Erection
PO Box 1527
Sausalito, CA 94966

Clayburn Refractories
PO Box 238
Sumas, WA 98295

CMTA
851 Burlway Road, Suite 216
Burlingame, CA 94010

Contractors Cargo Co.
500 S. Alameda St.
Compton, CA 90224

- | | |
|--|---|
| Contractors Rigging & Erectors
500 S. Alameda St.
Compton, CA 90221 | Ershigs, Inc.
742 Marine Dr.
Bellingham, WA 98225 |
| Copenhagen, Inc.
PO Box 636
Tualatin, OR 97062 | Fraser Boiler & Ship Repair, LLC
3601 W. Marginal Way, SW
Seattle, WA 98106 |
| M. Cutter Company, Inc.
PO Box 84206
Vancouver, WA 98684 | Gear Tech Mechanical LLC
2201 Talley Way
Kelso, WA 98626 |
| D.R. Mechanical Contractors
1701 Broadway, Ste. 144
Vancouver, WA 98663 | General Construction Co.
19472 Powder Hill Place
Poulsbo, WA 98370 |
| DDJ Construction Welding Inc.
11301 - 186th Avenue SE
Issaquah, WA 98027 | Gibson Hart Co.
9701 W. 128th St.
Overland Park, KS 66213 |
| Delta Industries North
504 W. Main St.
Kelso, WA 98626 | Harris Tube Service
1230 W. 2600 South
Woods Cross, UT 84087 |
| Delta Steel Erectors
2322 Bates Ave.
Concord, CA 94520 | Haskell Corporation
PO Box 917
Bellingham, WA 98225 |
| Desert Fox Technical Services, Inc.
6860 W. Peoria Ave.
Peoria, AZ 85345 | Hollinger Construction
1061 Industrial Way
Longview, WA 98632 |
| Dillingham Construction, Inc.
5960 Inglewood Dr.
Pleasanton, CA 94588 | Industrial Contractors, Inc.
701 Channel Dr., Box 5519
Bismarck, ND 58506 |
| Drexal Power, Inc.
1830 Brundage Lane, Ste. B
Bakersfield, CA 93304 | Industrial Power Contractors, Inc.
PO Box 1254
Huntington, UT 84528 |
| Electrical Energy Services, Inc.
PO Box 1980
Farmington, NM 87499 | Industrial Services Co. of the Rockies
PO Box 749
Frenchtown, MT 59834 |

Industrial Services, Inc.
477 Mesa Dr.
Rock Springs, WY 82901

Integrated C - E Services, Inc.
2000 Day Hill Rd.
Windsor, CT 06095

Jaffa Construction, Inc.
PO Box 107
Moose Pass, AK 99631

The Jamar Company
4701 Mike Colalillo Dr.
Duluth, MN 55807

Johansen's Consulting Services Inc.
RRT 2, Box 783
Lakeside, AZ 85929

JVE Mechanical, Inc.
5321 - 228th, SE
Bothell, WA 98021

KB Mechanical of Oregon, Inc.
PO Box 24483
Seattle, WA 98124

J. H. Kelly LLC
821 - 3rd, PO Box 2038
Longview, WA 98632

Kiewit Industrial Co.
1000 Kiewit Plaza
Omaha, NE 68131

Kimco, Inc.
PO Box 1610
Kenai, AK 99611

Kipper & Sons Engineers Inc.
310 44th St. NW
Auburn, WA 98001

L. A. Power Joint Venture
8455 Lenexa Dr.
Lenexa, KS 66214

Labor Contracting Services, Inc.
127 W. Juanita #216
Mesa, AZ 85210

Lampson Universal Rigging, Inc.
PO Box 6510
Kennewick, WA 99336

Lanz Boiler Repair, Inc.
3405 NW 38th Ave.
Camas, WA 98607

C. R. Lewis Co., Inc.
400 D St., Ste. 210
Anchorage, AK 99501

Locke Equipment Sales Co.
1917 E. Spruce
Olathe, KS 66062

Metalworks of Montana
109 N. California
Missoula, MT 59801

Midwest Construction Co., Inc.
PO Box 240
Fox River Grove, IL 60021

Milco Constructors, Inc.
3930-B Cherry Ave.
Long Beach, CA 90807

Morse Construction Group
5500 S. First Ave.
Everett, WA 98203

Mountain Cascade, Inc.
555 Exchange Court
Livermore, CA 94550

Multi - Craft Installation Services
2510 Beltway 8
Pasadena, TX 77503

C. H. Murphy / Clark-Ullman, Inc.
5565 N. Dolphin St.
Portland, OR 97217

National Steel Erection, Inc.
PO Box 1772
Owensboro, KY 42302

Nooter Construction Co.
1400 S. Third St.
St. Louis, MO 63104

Northside Welding
812 Chestnut
Helena, MT 59601

Northwest Boiler & Repair
E. 3815 Trent
Spokane, WA 99202

Northwest Metal Fab. & Pipe
6720 SW Frog Pond Ln.
Wilsonville, OR 97070

Oregon Welding Service
48222 SW Chantrelle
Forest Grove, OR 97116

P. M. Mechanical, Inc.
2620 Western
Las Vegas, NV 89109

Pacific Mechanical Corp.
PO Box 4041
Concord, CA 94524

Pacific Petroleum, Inc.
111 S. Spokane St.
Seattle, WA 98134

Pacific Pipe & Mechanical, Inc.
PO Box 334
Lewiston, ID 83501

Parsons Constructors, Inc.
PO Box 7036
Pasadena, CA 91109

Performance Contracting
16047 W. 110th St.
Lenexa, KS 66219

Pilchuck Constructors
8301 S. 216th
Kent, WA 98032

Plibrico Sales & Services, Inc.
461 NE 3rd Ave.
Canby, OR 97013

PMI Corporation
PO Box 1516
Pittsburg, CA 94565

Professional Welding, Inc.
PO Box 1508
Pinetop, AZ 85935

PSF Industries, Inc.
65 S. Horton St.
Seattle, WA 98134

PSI Mechanical Contractors, Inc.
67894 Carl Rd.
Deer Island, OR 97054

R. N. Pyle Contractors, Inc.
PO Box 37633
Pensacola, FL 32526

Rainier Refractories, Inc.
PO Box 817
Edmonds, WA 98020

RBI Industrial, LLC
PO Box 775
Redmond, WA 98073

Rehmann Construction Co.
9641 Russell
Garden Grove, CA 92844

Rigging International
PO Box 4013
Alameda, CA 94501

RMF Delta
PO Box 230, 510 DD Road
Columbia, IL 62236

Rockford Corporation
PO Box 111706
Anchorage, AK 99511

S-2 Industrial, Inc.
1919 Laura St.
Springfield, OR 97477

Salem Furnace Co.
100 Corporate Center Dr.
Coraopolis, PA 15108

Schuff Steel Co.
420 S. 19th Ave.
Phoenix, AZ 85009

Scott Company of California
1717 Doolittle Dr.
San Leandro, CA 94577

Seattle Boiler Works, Inc.
500 S. Myrtle St.
Seattle, WA 98108

Sechrist & Kelly Const. Co., Inc.
8815 S. Sorensen
Santa Fe Sprgs, CA 90670

Siemens Westinghouse Power Electric Corp.
4400 Alafaya Trail
Orlando, FL 32826

SKW Constructors, Inc.
PO Box 92479
Anchorage, AK 99509

Enoch Smith Sons Co.
1441 Beck St.
Salt Lake City, UT 84116

Snelson Companies, Inc.
601 W. State St. Sedro
Woolley, WA 98284

Special Service Contractors, Inc.
PO Box 3121
Paso Robles, CA 93447

Spooner Mechanical Contractors
508 E. 1st Ave., Ste. C
Kennewick, WA 99336

Superior Mechanical Contractors
PO Box 10091
Amarillo, TX 79116

Superior Welding Service
PO Box 144
Superior, WY 83945

SW Industrial, Inc.
4055 Nelson Ave.
Concord, CA 94520

Swinerton & Wailberg Co.
580 California St.
San Francisco, CA 94104

T. Bailey Inc./Red Sarm-Joint Venture
PO Box 3097
Bellevue, WA 98009

Tachell Tank Corporation
680 Lambert Rd.
Cle Elum, WA 98922

Taka Pipeline Services, Inc.
6530 Via Del Prado
Chino Hills, CA 91709

TCB Industrial
PO Box 577075
Modesto, CA 95357

TCI, Limited
PO Box 74330
Fairbanks, AK 99707

J. T. Thorpe Company
6833 Kirbyville
Houston, TX 77033

Tri- State Construction, Inc.
PO Box 3686
Bellevue, WA 98009

Triad Mechanical
2133 N. Argyle
Portland, OR 97217

TriCo Contracting, Inc.
PO Box 409
Burlington, WA 98233

Union Power Constructors, Inc.
2788 Circleport Dr.
Erlanger, KY 41018

Union Resources, Inc.
6387 Center Dr., Bldg. 2 Ste. 102
Norfolk, VA 23502

United Riggers & Erectors, Inc.
4188 Valley Blvd.
Walnut, CA 91789

United Tank Company
Box 26
Southwest City, MO 64863

University Mechanical Contractors
1300 N. 130th St.
Seattle, WA 98133

Utility Investment Recovery
842 Mt. Zion Church Rd.
Casar, NC 28020

Walashek Industrial & Marine
6410 S. 143rd St.
Tukwila, WA 98168

Ward-Schmid Company, Inc.
PO Box 459
Ceres, CA 95307

Wayron, Inc.
PO Box 1059
Longview, WA 98632

Webster Sleeker Welding, Inc.
3312 Arbor Rd.
Lakewood, CA 90712

Weldtech Services, Inc.
PO Box 50516
Billings, MT 59105

Weltek Services, Inc.
948 E. 7145 S., Ste. 202-C
Midvale, UT 84047

Western Power Service & Const.
5620 Modesto Ave., NE
Albuquerque, NM 87113

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