Title: Missouri River Basin Signatory Contractors and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers (IBB), AFL-CIO, Locals 27, 83 (2001)

K#: 8497

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MISSOURI RIVER BASIN

Local 27
St Louis

Local 83
Kansas City

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
ARTICLES OF AGREEMENT

between the

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

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Effective September 1, 2001 through August 30, 2004
MISSOURI RIVER BASIN
ARTICLES OF AGREEMENT

Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Scope and Purpose of Agreement</th>
<th>Recognition</th>
<th>Union Security and Checkoff</th>
<th>Trade Jurisdiction</th>
<th>Exclusive Referral</th>
<th>Hours of Work</th>
<th>Overtime and Holidays</th>
<th>Shifts</th>
<th>Minimum Pay and Reporting Time</th>
<th>Pay Day</th>
<th>Union Representation and Access to Jobs</th>
<th>Supervision</th>
<th>Piece Work, Limitation, and Curtailment of Production</th>
<th>Functions of Management</th>
<th>Wage Scales</th>
<th>National Pension Trust</th>
<th>Apprenticeship Training</th>
</tr>
</thead>
<tbody>
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<td>Article 19</td>
<td>MOST</td>
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<td>Article 20</td>
<td>Health &amp; Welfare</td>
<td>32</td>
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<td>Article 21</td>
<td>National Annuity Trust</td>
<td>33</td>
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<td>Article 22</td>
<td>Safety Measures</td>
<td>34</td>
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<td>Article 23</td>
<td>Job Notice</td>
<td>36</td>
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<td>Article 24</td>
<td>Maintenance Work</td>
<td>37</td>
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<td>Article 25</td>
<td>Grievance and Arbitration Procedure</td>
<td>37</td>
<td></td>
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<td>Article 26</td>
<td>Agreement Qualifications</td>
<td>39</td>
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<td>Article 27</td>
<td>Bond Requirement</td>
<td>40</td>
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<td>Article 28</td>
<td>Duration of Agreement</td>
<td>41</td>
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<td>Appendix A</td>
<td>National Health &amp; Welfare</td>
<td>47</td>
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<td>Appendix B</td>
<td>Special Supplementary Rules</td>
<td>49</td>
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<td>Covering Maintenance and Repair</td>
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<td>Appendix C</td>
<td>National Pension Trust</td>
<td>59</td>
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<td>Appendix D</td>
<td>Area Apprenticeship Funds</td>
<td>62</td>
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<td>Appendix E</td>
<td>Vacation Trust Fund</td>
<td>64</td>
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<td>Appendix F</td>
<td>Construction Boilermaker Journeyman Trainee</td>
<td>67</td>
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<td>Signatory Contractors</td>
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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")

PREAMBLE

WHEREAS, the parties hereto have maintained a mutually satisfactory bargaining relationship in the work area covered by collective agreements between them which have been in effect over a substantial period of years; and

WHEREAS, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and/or subordinate subdivisions thereof embrace within their membership large numbers of qualified journeymen who have constituted in the past, and continue to do so, a majority of the employees employed by the Employer herein;

NOW, THEREFORE, the undersigned Employer and Union in consideration of the mutual promises and covenants contained herein agree as follows:

ARTICLE 1
Scope and Purpose of Agreement

Art. 1.1 This Agreement shall apply exclusively to field construction work within the territory herein referred to as the
Missouri River Basin, composed of the following states:

IOWA
KANSAS
MISSOURI
NEBRASKA

ART. 1.2 The parties to this Agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interests of the industry and the public, and they agree to strive to eliminate all factors which tend toward unstabilizing these conditions.

ART. 1.3 It is the intent of the Employer and the Union in establishing working rules herein to carry out the policies and declaration of principles announced by the Building and Construction Trades Department, AFL-CIO. It is understood that the NCA-BCTD work rules agreement dated June 1, 1973, will apply on all projects where said rules are enforced uniformly on all crafts in the Employer's employ.

Coffee Consumption. Employees can take their thermos bottles to their places of work, and they will be allowed to drink coffee, provided this is done on an individual
basis and not as an organized coffee break and so long as this privilege is not abused.

**ART. 1.4** The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

**ARTICLE 2**
**RECOGNITION**

The Employer agrees that upon the Union’s presentation of appropriate evidence of majority status among its employees in the bargaining unit of the Employer covered by this Collective Bargaining Agreement, the Union shall be voluntarily recognized as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit of the Employer on all job sites within the jurisdiction of this Agreement. In the event of such a showing, the Employer expressly waives any right to condition voluntary recognition on the Union’s certification by the NLRB following an NLRB election, unless a representation petition has been filed by a petitioner other than the Employer prior to the Employer’s voluntary
9(a) recognition. The Employer expressly waives the right to seek an NLRB election during the term of this contract, or any right to abrogate or repudiate this contract during its effective term.

ARTICLE 3

UNION SECURITY AND CHECKOFF

ART. 3.1 As of the effective date of this Agreement, all employees under the terms of this Agreement must be or become members of the Union thirty (30) days thereafter; the employees hired after the effective date of this Agreement shall be or become and remain members of the Union thirty (30) days after their date of employment in accordance with the provisions of the National Labor Relations Act. (This clause shall be effective only in those states permitting union security.)

ART. 3.2 The Employer agrees to deduct from the wages of each employee the current Union field dues and monthly dues amounts as certified by the Union and authorized by the employee, and shall forward such dues to the designated representative of the Union on or before the 15th day of the following month.
ART. 3.3 It shall be the responsibility of the local union to obtain signatures on the authorization forms. The forms shall be kept on file in the Union hall. The Union hereby agrees that it will indemnify and hold the Employer harmless against any and all claims, demands, and other forms of liability that shall arise out of or by reason of action by the Employers in compliance with this article.

ARTICLE 4
TRADE JURISDICTION

ART. 4.1 This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen boilermakers, apprentices, probationary boilermakers, and construction boilermaker journeymen trainees employed in the boilermaker trade by a signatory Employer, including but not limited to: boilermaking, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of boilermaker material and equipment, and such other work that comes under the trade jurisdiction of the boilermakers.
ART. 4.2 When manual assistance is required for gamma-ray, x-ray, or other non-destructive testing by technicians in the examination of boilermaker work, boilermakers will be assigned to perform the manual work that is not directly related to the technician’s examination. The number of boilermakers required shall be determined by the Employer.

ART. 4.3 Journeymen boilermakers may be required to perform any work coming within the scope of this Agreement.

ART. 4.4 In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations, shall be handled in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building and Construction Trades Department.

ART. 4.5 There shall be no work stoppage because of jurisdictional disputes.

ART. 4.6 When requested by the Construction Division office (headquarters), the Employer shall supply a signed letter on the company’s letterhead stationery, listing
equipment installed by the boilermaker, either by assignment or agreement with other crafts, with copies to the International Vice President and local lodge business manager.

Art. 4.7 Job Site Subcontracting. No Employer shall subcontract or assign any of the field construction work historically and traditionally performed by boilermakers which is to be performed at job site by any Contractor, subcontractor, or other persons or party who does not have or refuses to enter into a job compliance understanding which will comply with the conditions of employment including, without limitation, those relating to Union security, rates of pay, assignment of work, working conditions, and other matters covered by this Agreement or a field construction agreement in effect in the area where the work is erected which has been approved by the International Brotherhood.

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

Art. 4.8 Maintenance of Standards. The Union agrees that if it grants privileges, terms, or condition of employment more advantageous than those contained in this
Agreement to other Employers on any project agreement, then the Employers signatory to this Agreement may, upon written notice to the Union, take advantage of such better privileges, terms, or conditions of employment on that project.

**ARTICLE 5**

**EXCLUSIVE REFERRAL**

**Art. 5.1** All Missouri River Basin lodges shall have joint Referral Rules, which are and shall remain in compliance with the National Joint Rules and Standards governing operation of exclusive referral plans.

**Art. 5.2** The Employer 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 chain of custody receipt indicating that a MOST drug screen certification may be issued shall be considered available for referral and employment. In requesting the Union to furnish such applicants, the Employer shall notify the Union either in
writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen required.

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

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

**ART. 5.4.1** Competent and qualified registrants shall be referred from the out-of-work lists in a non-discriminatory manner. This shall be done immediately and in accordance with the requirements of the Employer's job.

**ART. 5.4.2** Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon, nor in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.
ART. 5.4.3 The Employer retains the right to reject any job applicant referred by the Union. In the event the Employer does reject the job applicant, his position on the out-of-work list shall not be affected.

ART. 5.4.4 The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of these rules and standards.

ART. 5.5 Selectivity. The first two employees on a job shall be the foreman, selected by the Employer, and the steward, selected by the business manager, regardless of their positions on the out-of-work list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional boilermaker employees by name from among the top fifty percent of registrants on the appropriate out-of-work list of the local lodge having jurisdiction. These five (5) additional boilermaker employees may be selected from any one or combination of boilermaker classifications under the terms of this Agreement (i.e., journeyman, apprentice, and other applicable classifications), except that the choice may not exceed one apprentice and one other subjourneymen.
man classification or two apprentices. Additional employees required for the job will be obtained in accordance with the Referral Rules.

Art. 5.5.1 Transfer of Employees. The Employer may transfer boilermaker employees on his payroll working under the terms of this Agreement from one job to another job being worked under the terms of this Agreement within the jurisdiction of the same local lodge, provided that the number transferred shall not exceed a total of six (6), consisting of a foreman and five (5) additional boilermaker employees from any one classification or combination of classifications under the terms of this Agreement (i.e., journeyman, apprentice, or other applicable classifications), and provided that the number transferred shall include not more than one apprentice and one other subjourneyman classification, or two apprentices. The Employer desiring to utilize this transfer provision shall promptly notify the business manager of the local lodge having jurisdiction giving the name, classification, and Social Security number of each employee to be transferred. The steward shall be selected by the business manager from the lodge's out-of-work list, or he may elect to transfer the steward from a job, which the same
Employer is working under the terms of this Agreement. After the foreman and the steward have been selected, the Employer may transfer the remaining employees not to exceed five (5). Additional employees for the job will be obtained in accordance with the Referral Rules.

Art. 5.5.2 The Employer may utilize the provisions for selectivity and/or transferability, but he shall not be allowed to exceed the six (6) employee limit for any one job.

Art. 5.5.3 A transferred employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to has been completed.

Art. 5.5.4 Modification as to the selectivity and transfer of men beyond the limitations set forth in this article, may be made by mutual consent of the parties.

Art. 5.5.5 The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on a project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.
ARTICLE 6
HOURS OF WORK

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be eight (8:00) o'clock a.m. The above may be changed by mutual consent of the authorized representatives of the local lodge having jurisdiction, or the International and the job superintendent.

When circumstances warrant, the Employer and the business manager may agree to change the regular workweek to four (4) ten-hour shifts at the regular straight time rate of pay. It being understood that all other pertinent sections of the Agreement must be adjusted accordingly.

ARTICLE 7
OVERTIME AND HOLIDAYS

ART. 7.1 All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half (1-1/2) except in cases where such work is part of an employee's regular Friday shift.
All time worked on Sunday shall be paid for at the rate of double (2) time, except in cases where such work is part of an employee’s regular Saturday shift. All time worked on the following holidays; New Year’s Day, Decoration Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of double (2) time, except in cases where such work is part of an employee’s regular previous day’s shift. No work shall be performed on Labor Day except for the preservation of life or property. When a holiday falls on Sunday, the day observed will be Monday; when a holiday falls on Saturday, the day observed will be Friday. In no case shall the overtime rate exceed double the straight time hourly rate of pay.

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

Art. 7.2 Employees assigned to work during their lunch period shall receive overtime and be allowed to consume their lunch on the Employer’s time after completing such necessary or emergency work during lunch period.
ART. 7.3 Employees required to work overtime in excess of two (2) hours past the regular quitting time of their shift shall then be allowed thirty (30) minutes to eat lunch without loss of pay and if work is to continue an additional four (4) hours, they shall be allowed an additional thirty (30) minutes to eat without loss of pay if work is to continue beyond this period.

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

ART. 7.5 The Employer agrees the steward will be notified whenever overtime is to be worked beyond the established hours including Saturdays and Sundays.

ARTICLE 8
SHIFTS

The Employer may establish shift work on the following basis:

ART. 8.1 The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time of the second shift shall be 4:30 p.m.; and the regular starting time of the third
shift shall be 12:30 a.m. The foregoing starting
times may be changed when mutually
agreed to between the Employer and the
authorized representative of the lodge having
jurisdiction of the job, or the International.

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

The shift rate differential for the second
shift will be twenty-five ($0.25) cents per
hour worked. The shift rate differential for
the third shift will be fifty ($0.50) cents per
hour worked.

ART. 8.3 When a job is to run for less than
five (5) consecutive work days it will be con-
sidered a short or irregular shift work job
and the second and/or third shift shall be
paid for at the overtime rate, or an arrange-
ment can be worked out between the
Employer and the authorized representative
of the International or the local lodge having
jurisdiction where two shifts can be worked.
Art. 8.4 Any employee called to work at any time other than his regular shift shall be paid at the overtime rate for all such time worked within any one twenty-four (24) hour period.

Art. 8.5 No employee shall be required to work more than eight (8) hours in any twenty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. The overtime rate will be paid to employees continuously employed beyond their regular shift until they receive an eight (8) hour break.

ARTICLE 9
MINIMUM PAY AND REPORTING TIME

Art. 9.1 Any employee starting to work or called to work after starting time, Monday through Sunday, shall receive at the applicable rate not less than four (4) hours pay and if such employee is required to continue on the second period of the shift, he shall receive not less than a full day’s pay.

Art. 9.2 Should an employee be required by the Employer to report for work and not
given work he shall receive two (2) hours pay at the applicable rate.

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

ART. 9.4 The foregoing requirements shall not be applicable where the employee is laid off by reason of bad weather, breakdown of machinery, or any other cause beyond the direct control of Employer, in which event he shall be paid at the applicable rate, (1) not less than two hours pay, (2) for the time actually worked, or (3) the time required to remain on the job, whichever is greater. Where the employee quits or lays off, payment will be made for actual time worked. In order to qualify for the pay provided for in this article, the employee must remain on the job, available for work, during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. The Employer shall determine
when weather conditions on the job are such that the men shall or shall not work. The foregoing provisions shall not apply when the employee has been properly notified the previous day not to report for work. Employees not reporting for work because of inclement weather will not be discriminated against.

Art. 9.5 Any boilermaker who is required to take a welding test shall be paid for the time required to take the test. The results of such test shall be included on the employee's notice of termination.

Article 10
Lodging

If the Employer or any of his subcontractors pay lodging expense to any other craft on the same job or project, then the boilermaker shall receive lodging expense at the rate of $25.00* per day worked while employed at the same time, provided that the job site or project is located more than 50 miles radius from the local union office having jurisdiction or the employee's permanent residence (whichever is closer).

* $26.00 as of 9/1/02; $27.00 as of 9/1/03.
In addition, this article or other articles of this Agreement may be modified by mutual agreement between the business manager and the Employer. Any such agreement shall be only for a particular job or project.

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

ARTICLE 11
PAY DAY

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

Art. 11.2 Employees who are laid off or discharged from the service of the Employer shall receive their wages and personal property immediately thereafter.

Art. 11.3 If special circumstances exist, by mutual agreement between the business
manager and the Employer, checks shall be mailed no later than the next regular workday. If payment is not postmarked the next regular workday, the employee shall receive four (4) hours' pay for each twenty-four (24) hour period preceding the postmark.

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

**ARTICLE 12**
**UNION REPRESENTATION AND ACCESS TO JOBS**

**Art. 12.1** Authorized business representatives of the local union shall at all times have access to jobs where Contractors signatory to this Agreement are working, providing they do not unnecessarily interfere with the employees or cause them to neglect their work and further provided such Union representatives comply with reasonable Employer and customer rules and regulations.

**Art. 12.2** A steward shall be a working journeyman appointed by the business manager of the local union who shall, in
addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. Stewards shall receive the regular journeyman's rate of pay.

Art. 12.3 It is understood and agreed that the steward's duties shall not include any matters relating to referral, hiring, or laying off of employees.

Article 13
Supervision

Art. 13.1 The selection and number of foremen, and general foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of foremen the Employer will give first consideration to the qualified men available in the local area without persuading any employees to leave one Employer for another. The Employer shall have the right to send general foremen into any local territory where work is being performed.
ART. 13.2 All foremen shall be practical mechanics of the trade.

ART. 13.3 There shall be a foreman on every job.

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

ART. 13.5 It is agreed that all general foremen and foremen referred to herein shall accept instruction from the Employer’s erector or erectors. However, the erector or erectors shall not give direct instructions to the other employees covered by the terms of this Agreement.

ART. 13.6 Foremen shall not apply, in any respect, any regulations, rules, by-laws, or the provisions of the Union constitution on the Employer’s job site.

ART. 13.7 The foreman shall be notified at least one (1) hour before quitting time of lay off.
ARTICLE 14

PIECE WORK, LIMITATION, AND CURTAILMENT OF PRODUCTION

There shall be no contract, bonus, bit or task work; nor shall there be any limit on or curtailment of production.

ARTICLE 15

FUNCTIONS OF MANAGEMENT

Art. 15.1 The Employer shall have full right to direct the progress of the work and to exercise all function and control, including but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work, the determination of the competency and qualifications of his employees and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.

Art. 15.2 Whenever possible and where circumstances do not prevent the Employer doing so, the Employer will use items manufactured in the U.S.A.
**ARTICLE 16**  
**WAGE SCALES**

**Art. 16.1** Employer shall pay and the employees covered by the terms of this Agreement shall accept the following minimum wage scales, effective the dates set forth below.

**JURISDICTION OF LOCAL LODGE 83**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Wage 9/01/01</th>
<th>9/01/02</th>
<th>9/01/03</th>
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<tbody>
<tr>
<td>Journeyman</td>
<td>$25.01</td>
<td>+$2.25/Hr*</td>
<td>+$2.25/Hr*</td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td>$2.50 more per hour than journeyman</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td>$4.00 more per hour than journeyman</td>
<td></td>
</tr>
</tbody>
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* To be allocated at the discretion of the local union.

**JURISDICTION OF LOCAL LODGE 27**

<table>
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<th>9/01/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$24.66</td>
<td>+$2.25/Hr*</td>
<td>+$2.25/Hr*</td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td>$2.50 more per hour than journeyman</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td>$4.00 more per hour than journeyman</td>
<td></td>
</tr>
</tbody>
</table>

* To be allocated at the discretion of the local union.
The following percentage rates on all newly indentured apprentices:

<table>
<thead>
<tr>
<th>Period</th>
<th>% of Journeyman Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st period</td>
<td>70.0%</td>
</tr>
<tr>
<td>2nd period</td>
<td>72.5%</td>
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<tr>
<td>3rd period</td>
<td>75.0%</td>
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<tr>
<td>4th period</td>
<td>77.5%</td>
</tr>
<tr>
<td>5th period</td>
<td>80.0%</td>
</tr>
<tr>
<td>6th period</td>
<td>85.0%</td>
</tr>
<tr>
<td>7th period</td>
<td>90.0%</td>
</tr>
<tr>
<td>8th period</td>
<td>95.0%*</td>
</tr>
</tbody>
</table>

* Stays at 95% until program completion.

**Art. 16.2 Vacation.** The Employer agrees to deduct from the employees hourly taxable wage the sum of one dollar and five cents ($1.05) per hour for all hours worked. The Employer agrees to and shall be bound by the provisions of Appendix E, Vacation Trust Agreement (the Boilermaker Vacation Trust).

**Art. 16.3** All men working on erection, repairing, and dismantling of smokestacks, standpipes, and water towers shall receive boilermaker journeyman rate.
Effective September 1, 2001, the Employer shall pay into the Boilermaker-Blacksmith National Pension Trust, the sum of five dollars ($5.00) in the jurisdiction of Local 27, and the sum of three dollars and sixty cents ($3.60) in the jurisdiction of Local 83, for each hour paid by the Employer for all employees who are covered by this Agreement. The Employer agrees to and shall be bound by the provisions of Appendix C attached hereto relating to the said Pension Trust.

Article 18
Apprenticeship Training

Art. 18.1 The Employer agrees to and shall be bound by the provisions of Appendix D attached hereto relating to said Apprenticeship Fund.

Art. 18.2 The Employer shall pay into the Great Lakes Area Joint Apprenticeship Fund (Local 27) the sum of twenty-one cents ($0.21) — eighteen cents ($0.18) effective Jan. 1, 2002, and to the Southeast Area Joint Apprenticeship Fund (Local 83) the sum of twenty cents ($0.20) — forty cents ($0.40)
effective Jan. 1, 2002, per hour for each hour worked for the Employer by all employees who are covered by this Agreement. By mutual agreement between the chairmen of the respective committees, this Article may be opened for negotiation at any time during the life of the Agreement.

ART. 18.3 Employers will contribute balance* of up to ten cents ($0.10) per hour worked to establish local training funds for each local. Committees will be appointed by the Union and Employers to implement said funds, determine contribution rates, and establish Trust Agreements. Once legal trusts are established, Employers will be bound by said Trust Agreements.

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

These contributions are to be paid in addition to the area contribution rates, but directly to the respective local lodge's Supplemental Training and Education Fund.

* The difference between what each area apprenticeship fund pays for local training and ten cents ($0.10).
ART. 18.4 One (1) apprentice shall be referred by the Union and employed by the Employer for the first six (6) journeymen, and one (1) additional apprentice shall be referred and employed by the Employer for each five (5) journeymen thereafter; these ratios to be maintained throughout the duration of the job. An apprentice depending on his aptitude and length of experience, will not be expected to be as productive as a skilled journeyman, but he shall not be restricted as to the tasks he can perform, in accord with standards of program. His ability to perform a given task shall be determined by his foreman. Any question regarding the foreman's assignment of an apprentice shall be resolved by the apprenticeship coordinator.

The Employer has the right to request and use up to thirty percent (30%) of crew as apprentices when available; if not available a combination of apprentices and construction boilermaker journeyman trainees may be used to supplement the ratio in accordance with Appendix F.

The ratio of apprentices is to be maintained on the active rolls of the Great Lakes and Southeast Area apprenticeship programs.
Art. 19.1 The parties to this Agreement will cooperate to accomplish a drug free environment and a safe work place. The MOST drug screening program shall be mandatory for all boilermakers once per calendar year. It is further agreed by the parties that drug screening during employment and pre-employment, including random and for-cause, shall be based upon the requirements of the Employer or owner.

The Employer agrees to contribute the apprenticeship contribution rates established in Article 18 plus twenty-four cents ($0.24)* per hour worked to the Mobilization, Optimization, Stabilization & Training (MOST) Fund. The Employer agrees to and shall be bound by the Trust Agreement, policies and procedures creating MOST and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

* See Art. 19.2
Contributions fund the following programs administered by MOST: Boilermakers National Reserve Center, Common Arc Welding Program, and the MOST Safety and Training Program, which includes drug screening and prescription safety glasses.

Art. 19.2 One cent ($0.01) is a voluntary contribution to the National Association of Construction Boilermaker Employers that may or may not be paid at the Employer's discretion.

Art. 19.3 Any increases or decreases shall be implemented on the first day of the month following notification from MOST to the Co-Chairmen of the Missouri River Basin Articles of Agreement.

By mutual agreement between the chairmen of the respective committees, this article may be opened up for negotiations at any time during the life of the agreement.

Article 20
Health & Welfare

The Employer shall pay into the Boilermakers National Health & Welfare
Fund a sum of three dollars and eighty cents ($3.80) per hour for each hour worked for the Employer by all employees who are covered by this Agreement. The Employer shall be responsible for any increases in the cost of Health & Welfare Plans C and Z plans for the life of this Agreement. The Employer agrees to and shall be bound by the provisions of Appendix A attached hereto relating to the said Welfare Fund.

**ARTICLE 21**

**NATIONAL ANNUITY TRUST**

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

The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Annuity 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 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.
ART. 22.3 A physical examination may be required by a signatory Employer for the sole purpose of determining the physical condition of an employee at the start of his employment and shall in no event be used as a basis or reason for disqualifying any person from employment. Should such physical examination disclose a condition so serious that the safety of the man and/or other employees might be jeopardized by his employment, the local business manager shall be notified at once and any disposition of such case shall be only by mutual agreement between the local business manager and the job supervisor. Any employee required to take such physical examination shall be paid for all time spent in connection therewith, at the regular straight time hourly rate, and shall be reimbursed for all expenses incurred therewith.

ART. 22.4 If and when the recommendations of the National Committee on Radiation Protection and Measurement are available, the Agreement, insofar as this particular subject is concerned, may be opened for the purpose of discussing such recommendations in the interest of protecting the health and safety of the employee.
ART. 22.5 Welders shall be furnished suitable replacement of welding gloves when employed as a welder for ten (10) working days; these gloves to be replaced when worn out on the job and turned in for replacement. Sleeves shall be furnished when necessary for welders protection. Such sleeves so furnished shall be checked in and out of Employer's tool rooms in the same manner as tools.

ART. 22.6 All employees covered by this Agreement shall be provided adequate protective clothing when working on equipment containing acid or other chemicals injurious to their health, skin, or clothing. Clothing so issued shall be worn by the employees involved and shall remain the property of the Employer.

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

ARTICLE 23
JOB NOTICE

In order to insure the satisfactory progress of each job, the Employer will furnish the local business manager and International Headquarters with the following job infor-
mation as soon as possible and practical:
(a) location of job site;
(b) approximate starting date and duration;
(c) type of job; and,
(d) approximate manpower requirements.

ARTICLE 24
MAINTENANCE WORK

The provisions of this Agreement shall apply on all maintenance work excepting as otherwise provided for in the special supplementary rules attached hereto covering maintenance work.

ARTICLE 25
GRIEVANCE AND ARBITRATION PROCEDURE

ART. 25.1 All grievances involving the interpretation and application of this Agreement other than those pertaining to hourly wage rates or jurisdictional disputes, that may arise on a job covered by this Agreement shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout.
ART. 25.2 Any such grievance shall be first considered by representatives of the local union and the Employer and, if a settlement satisfactory to the Employer and the local union cannot be reached within seven (7) calendar days, it will be reduced to writing and submitted to:

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

ART. 25.4 Then the grievance will be submitted in writing within seven (7) calendar days by the Union or by the Employer or by both to an arbitration committee consisting of a representative of the Union, a representative of the Employer, and a third member to be chosen by those two (2) jointly. The decision of the majority of the arbitration committee shall be final and binding on the parties involved. Such decisions shall be within the scope and terms of this Agreement, but shall not change such scope and terms; shall be rendered within ten (10) calendar days from the time of reference to the arbitration committee and shall specify whether or not it is retroactive and the effective date thereof.
ART. 25.5 If the two members of the arbitration committee fail to select a neutral member within five (5) calendar days, the two members already appointed shall within five (5) calendar days, call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either Employer or Union representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within the said five (5) calendar days, the other representative shall have the authority to make such request.

ART. 25.6 The expense of the third member of the arbitration committee shall be born equally by the Union and the Employer. All other expenses of the arbitration procedure will be borne by the party incurring them.

ART. 25.7 Any grievance must be submitted in writing to the other party within fifteen (15) working days of occurrence or it will be considered closed.

ARTICLE 26
AGREEMENT QUALIFICATIONS

ART. 26.1 It is not the intent of either party hereto to violate any laws or any rulings or
regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ART. 26.2 It is further understood that this Agreement was negotiated with the Union on an area-wide basis by Employers engaged in the field construction industry in the area. Should this Agreement, by notice given as herein provided, be reopened for further negotiations, such negotiations shall be conducted on an area-wide basis by the Employers who have executed this Agreement and/or Employers signatory to the National Agreement.

ARTICLE 27
BOND REQUIREMENT

A surety or cash bond up to $25,000.00 may be required to insure payment of fringe benefits and other deductions as required by Articles 3, 16, 17, 18, 19, 20, and 21 from
Employers who have been delinquent in payments or who have not previously employed boilermakers covered under the national plans. Said bond shall be maintained in the office of the International Vice President.

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

**Article 28**

**Duration of Agreement**

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

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

David Zach, Employer Chairman
    Nooter Construction Co.
Tim Locke, Employer Secretary
    Locke Equipment

Dean Andrisevic
    Babcock & Wilcox Construction Co., Inc.
Kevin Boles
    J & S Insulation
Chuck Clancy
    Foster Wheeler - Zack
Dave Crichton
    Babcock & Wilcox Construction Co., Inc.
Barry Fox
    Babcock & Wilcox Construction Co., Inc.
Hanford Gross
    Gross Mechanical Contractors
David Herzog
    Alstom Power, Inc.
Therese Johnson
    GPS
Gary Kampe
    Locke Equipment
Mike Kickham
    Kickham Boiler
Charlie King
    CBI Services
Greg Purdon
    Enerfab
Mike Rother
Phillips Getschow Co.
Bob Rutledge
J. S. Alberici
Gary Schumacher
Murphy Co.
Thomas G. Schuman
Woodley-Griggs Boiler
Bob Sieckhaus
Murphy Co.
Jeff Syring
Moorhead Machinery & Boiler
R. M. Taylor
Woodley-Griggs Boiler
Ray Walls
Álstrom Power, Inc.

**Representing the Union:**

George Rogers, Union Chairman
International Vice President
Randy Cruse, Union Secretary
Local 83 Recording Secretary

Roger Erickson, Local 83 BM-ST
Dick Hardin, International Representative
Wil Hinojosa, International Representative
Larry Horseman, Local 83 President
Don Link, Local 27 BM-ST
David Snead, Local 27 President
Donald Thurmond, Local 27 ABM
This Agreement, as negotiated by the foregoing committees, is hereby accepted by the parties signatory hereto this 6th day of September 2001, with the full understanding that this Agreement is between the Union and the individual signatory Employer.

FOR THE EMPLOYER:

By: __________
David J. Zach, Nooter Construction Co.
Employer Chairman

By: __________
Tim Locke, Locke Equipment
Employer Secretary
FOR THE UNION:

By: __________________________
Charles W. Jones, International President

By: __________________________
George Rogers, IVP/Union Chairman

By: __________________________
Randell W. Cruse, Local 83/Union Secretary
APPENDIX A
NATIONAL HEALTH & WELFARE

APP. A.1 In the Agreement to which this is an appendix and in this appendix the Boilermakers National Health & Welfare Fund is referred to as “National Welfare Fund,” “Welfare Fund,” or “Fund.” The Contractor is referred to as “Employer” and the Contractors are referred to as “Employers.”

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

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

APP. A.4 Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.
Employer hereby authorizes and directs the committee in this Agreement named as representing the Employers, and as to the future the committee named in the then current Agreement successor to this Agreement with the Union, or any local thereof to do each and all of the following in his (Employer’s) name and behalf, either individually or in conjunction with other Employers covered by this Agreement:

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

**APP. A.5.2** Exercise any rights, powers, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Fund and to remove or vote for or against the removal of any Employer Trustee of the Fund;

**APP. A.5.3** Exercise any and all other rights in connection with or relating to the National Welfare Fund or its Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement.
In exercising or in not exercising the powers and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

APPENDIX B
SPECIAL SUPPLEMENTARY RULES
COVERING MAINTENANCE AND REPAIR

APP. B.1 Definition of Maintenance & Repair. It is agreed between the Union and the Employer that the provisions of this appendix is applicable to maintenance, repair, replacement of parts, and renovation work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this appendix by a signatory party to either the Missouri River Basin Agreement and/or National Agreement.
App. B. 2 Definitions. Maintenance shall be work performed for the repair, replacement, renovation, revamp, and upkeep of property, machinery, and equipment within the limits of the plant property or other locations related directly thereto.

App. B.2.1 The word "repair," used within the terms of this appendix and in accordance with maintenance, is work required to restore by replacement parts of existing facilities to efficient operating conditions.

App. B.2.2 The word "renovation," used within the terms of this appendix and in connection with maintenance, is work required to improve and/or restore by replacement by revamping parts of existing facilities to efficient operating condition.

App. B.2.3 The term "existing facilities," used within the terms of this appendix is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future even though the new unit is constructed on the same property or premises.

App. B.3 Scope of Work. The provisions of this appendix covers all work to be performed by the Employer for the purpose of
maintenance, repair, replacement of parts, and renovation work in various plants wherein the Employer works, assigned by the owner to the Employer, and performed by the employees covered by this appendix.

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

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

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

**APP. B.4 Shift Starting Time, Overtime Payment, and Equal Treatment.** All time worked before and after the established workday of eight (8) hours, Monday
through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half \((1-1/2)\), except in cases where such work is part of an employee's regular Friday shift.

All time worked on Sunday shall be paid for at the rate of double \((2)\) time, except in cases where such work is part of an employee's regular Saturday shift. All time worked on the holidays stated in Article 7 shall be paid for at the rate of double \((2)\) time except in cases where such work is part of an employee's regular straight time shift.

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

**App. B.4.1** Where two \((2)\) or three \((3)\) shifts are worked, the first or day shift shall be established on an eight \((8)\) hour basis; the second shift shall be established on a seven and one-half \((7-1/2)\) hour basis. The third shift shall be established on a seven \((7)\) hour basis. The pay for the second and/or third shift for full time shall be equivalent of eight \((8)\) times the employee's regular hourly rate.
The shift rate differential for the second shift will be twenty-five (25) cents per hour worked. The shift rate differential for the third shift will be fifty (50) cents per hour worked.

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

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

**App. B.4.3** The provisions regarding minimum number of days to establish shifts as set forth in Art. 8.3, are waived for work under this appendix.

**App. B.5 Continuity of Work.** There will be no work stoppages, strikes, or lockouts on maintenance work for any reason.

**App. B.5.1** In the event of a work stoppage due to a breakdown of negotiations, men will continue to work on maintenance work.
covered by this Agreement. The Employer, in order that continuity of work shall be maintained, agrees to be bound by all the terms of the new Agreement when negotiated, including wages on a retroactive basis, to the date of the new contract if such condition is established in the new Agreement.

App. B.6 Hiring and Transfer of Men. The Employer, when performing work under the provisions of this appendix, agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the local lodge is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees, (Saturdays, Sundays, and holidays excepted), the Employer may employ workmen from any source. The Employer shall have the right to move qualified boilermaker general foremen from one job assignment to another within the plant location where they are working. The Employer shall have the right to transfer general foremen between plant locations within local union jurisdiction or into any local lodge jurisdiction where work is being performed.
APP. B.6.1 Selectivity. The first two employees on a job shall be the foreman, selected by the Employer, and the steward, selected by the business manager, regardless of the positions on the out-of-work list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional boilermaker employees by name from among the top fifty percent of registrants on the appropriate out-of-work list of the local lodge having jurisdiction. These five (5) additional boilermaker employees may be selected from any one or combination of boilermaker classifications under the terms of this area’s Articles of Agreement (i.e., journeyman, apprentice, or other applicable classifications), except that the choice may not exceed one apprentice and one other sub-journeyman classification, or two apprentices. Additional employees required for the job will be obtained in accordance with the Referral Rules.

APP. B.6.2 Transfer of Employees. The Employer may transfer boilermaker employees on his payroll working under the terms of this Agreement from one maintenance job to another maintenance job being worked under the terms of this Agreement within the
jurisdiction of the same local lodge, provided that the number transferred shall not exceed a total of six (6) consisting of a foreman and five (5) additional boilermaker employees from any one classification or combination of classifications under the terms of this Agreement (i.e., journeyman, apprentice, or other applicable classifications), and provided that the number transferred shall include not more than one apprentice and one other sub-journeyman classification, or two apprentices. The Employer desiring to utilize this transfer provision shall promptly notify the business manager of the local lodge having jurisdiction, giving the name, classification, and Social Security number of each employee to be transferred. The steward shall be selected by the business manager from the lodge's out-of-work list, or he may elect to transfer the steward from another maintenance job which the same Employer is working under the terms of this Agreement. After the foreman and the steward have been selected, the Employer may transfer the remaining employees not to exceed five (5). Additional employees required for the job will be obtained in accordance with the Referral Rules.

APP. B.6.3 The Employer may utilize the provisions for selectivity and/or transfer-
ability, but he shall not be allowed to exceed the six (6) employee limit for any one job.

**App. B.6.4** A transferred employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to has been completed.

**App. B.6.5** Modifications as to the selectivity and transfer of men beyond the limitations set forth in this appendix, may be made by mutual consent of the parties.

**App. B.6.6** The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on a project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

**App. B.7** Transportation, Travel Allowance, and Lodging Expense. Transportation, travel allowance, and lodging expense to and from the job shall be paid in accordance with the provisions set forth in Article 10.

**App. B.8** Mutual Permissive Conditions. Mixed crews of various craftsmen can be used where appropriate to expedite the work.
APP. B.8.1 Boilermakers may be assigned to work under the supervision of customer personnel.

APP. B.8.2 Where it is to the mutual benefit of both parties to the Agreement, arrangements may be made to conform to a project or plant agreement covering several crafts.

APP. B.8.3 Holidays may be changed to conform to project agreements or plant operation.

APP. B.8.4 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

APP. B.9 Pre-Job Meetings. Prior to starting a maintenance job the Employer shall arrange to meet with the business manager or his designee to establish the proper application of these rules. If this is impractical, a telephone call from the Employer to the business manager or his designee shall constitute a pre-job meeting. In the event any question therewith cannot be settled, the Employer and business manager or his designee shall arrange to meet with the vice president of the area to settle such question.

NOTE: Appendix B shall not apply to any job where App.B.9 has not been fully complied with.
Appendix C
National Pension Trust

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."

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

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

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

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

**APP. C.5.2** Exercise any rights, powers, and authority given or provided by said
Trust Agreement or any amendments there-to, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Trust and to remove or vote for or against the removal of any Employer Trustee of the Trust;

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

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

APP. C.6 Employer hereby irrevocably designates the Employer Trustees appointed pursuant to said Trust Agreement, and their
successors collectively as his (Employer’s) representatives for the purposes set forth in said Trust Agreement.

APPENDIX D
AREA APPRENTICESHIP FUNDS

APP. D.1 In the Agreement to which this is an appendix and in this appendix, the Boilermakers’ Area Apprenticeship Funds are referred to as “Area Apprenticeship Funds” and “Funds.” The National Joint Apprenticeship Board is composed of an equal number of Employer and Union representatives selected to represent the various areas established by the Trust Agreement. The “committee” is the Employers’ or Contractors’ negotiating committee. The Contractor is referred to as “Employer” and the Contractors are referred to as “Employers.”

APP. D.2 Employer agrees to be bound by the Agreement and Declaration of Trusts establishing the Boilermakers’ Area Apprenticeship Funds and by any amendments to said Trust Agreements.

APP. D.3 Payment of Employer contributions to the Boilermakers’ Area
Apprenticeship Funds shall be made on the dates and in the manner and form prescribed by the National Joint Apprenticeship Board of said Funds.

App. D.4 Employer hereby authorizes and directs the committee in this Agreement named as representing the Employers and, as to the future, the committee names in the then current Agreement successor to this Agreement with the Union or any local thereof, to do each and all of the following in his (Employer’s) name and on behalf, either individually or in conjunction with other Employers covered by this Agreement:

App. D.4.1 Execute the Agreement and Declaration of Trusts establishing the Boilermakers’ Area Apprenticeship Funds;

App. D.4.2 Exercise any rights, powers, and authority given or provided by said Trust Agreements or any amendments thereto to elect, select, appoint, or to vote for one Employer member of the National Joint Apprenticeship Board and a successor Employer member of such Board and to remove or vote for or against the removal of any Employer National Board Member selected under this Agreement.
APP. D.4.3 Exercise any and all other rights in connection with or relating to the Boilermakers’ Area Apprenticeship Funds or its Trust Agreements, which are given the Employer, either individually or together with other Employers, under said Trust Agreements.

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

APPENDIX E
VACATION TRUST FUND

APP. E.1 In the Agreement to which this is an appendix and in this appendix, the field construction Boilermakers Vacation Trust is referred to as “Vacation Trust.”

APP. E.2 The Employer agrees to be bound by the Trust Agreement entered into as of
January 1, 1964, establishing the field construction Boilermakers Vacation 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 of the Board of Trustees.

**APP. E.3** Payment of Employer contributions to the Vacation Trust in the amount specified in the Agreement to which this is an appendix shall be made on the date and in the manner and form prescribed by the Trustees of said Trust.

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

**APP. E.5** The Employer hereby authorizes and directs the committee named in this Agreement as representing the Employers, and as to the future, the committee representing Employers named in the then current Agreement successor to this Agreement with the Union or any local thereof to do such and all of the following in his (Employer's) name and behalf, either indi-
vidually or in conjunction with other Employers covered by this Agreement.

**APP. E.5.1** Execute the Trust Agreement establishing the field construction **Boilermakers Vacation Trust** and any amendments thereto;

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

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

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

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

**APPENDIX F**

**CONSTRUCTION BOILERMAKER JOURNEYMAN TRAINEE**

In order to provide adequate numbers of boilermaker journeyman trainees readily available, a registration list shall be maintained and the number of registrants at any one time shall not exceed a 1-to-12 ratio of qualified construction boilermakers registered with the referral system.

**APP. F.1** Hiring rate for construction boilermaker journeyman trainees will be as follows:

- 50% of journeyman’s rate for first 2000 hours;
- 60% of journeyman’s rate up to 4,000 hours;
- 70% of journeyman’s rate up to 6,000 hours;
- 80% of journeyman’s rate up to 8,000 hours.
APP. F.2 Construction boilermaker journeyman trainees will be assigned by the Employers to perform any work which is normally performed by field construction boilermakers that falls within the capability of the employee.

APP. F.3 A proper ratio of construction boilermaker journeyman trainees to journeyman and apprentices will be referred when available and in accordance with this Agreement to perform all work which they are capable of safely performing with the proper supervision.

APP. F.4 No Employer who fails or refuses to hire field construction boilermaker apprentices when available in accordance with the agreed upon ratio of apprentices to journeymen will be allowed to employ construction boilermaker journeyman trainees. An Employer may request up to 30% of the crew as construction boilermaker journeyman trainees to supplement the requirement for apprentices if the required number of apprentices cannot be filled by the Union. The limited ratio of construction boilermaker journeyman trainees may be adjusted to meet the needs of a job by agreement between the Employer and the business manager. Construction boiler-
maker journeyman trainees shall without exception be hired exclusively through the Union referral procedure.

**App. E.5** Construction boilermaker journeyman trainees shall, after completing 8,000 hours, become eligible for possible advancement to field construction boilermaker journeymen. Construction boilermaker journeyman trainees will receive the same credit hours as apprentices for welding tests, rigging evaluation and tests, and related skill experience.

**App. E.6** A construction boilermaker journeyman trainee who establishes his qualifications as a certified welder under Code requirements will be advanced to field construction boilermaker journeyman's rate of pay for the full shift when he is required to perform Code welding for any part of the shift.

**App. E.7** Construction boilermaker journeyman trainees shall be subject to all other terms and conditions of the Missouri River Basin Agreement.

**App. E.8** The parties agree to cooperate in making and keeping reasonable and uniform records on the progress of construction boilermaker journeyman trainees. Construction
boilermaker journeyman trainees will be issued ID cards showing status. Referral applications will clearly designate construction boilermaker journeyman trainee status and applicable rate of pay due under this appendix.
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.
Adamic Plant Maintenance, Inc.
B & D Industrial Construction Inc.
Babcock & Wilcox Const. Co.
Berry Industrial Maintenance
BHA Group, Inc.
Oscar J. Boldt Constr. Co.
Breden Construction Services, Inc.
Brockmiller Construction, Inc.
BSW Corporation
Charne Contracting Corp.
Christy Industrial Services
CIMCO
Combustion Heat and Power
Commercial Mechanical, Inc.
Construction Design, Inc.
Construction Management, Inc.
Continental Steel & Conveyor Co.
Criner Companies
CTI Industries, Inc.
R. M. DeBraal & Son, Inc.
Delta Fiberglass Structures
Dunn Industrial Group, Inc.
Dust Control, Inc.

Egan Mechanical Contractors
Enerlab 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.
Mann Works

71
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.
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.
Reagan Mechanical, Inc.
Relle, Inc.
Rand & Son Construction Co.
Regis Maintenance Contractors
Ray Riihilauma, 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
## ARTICLES OF AGREEMENT
### Index

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Qualifications</td>
<td>39</td>
</tr>
<tr>
<td>Annuity Trust</td>
<td>33</td>
</tr>
<tr>
<td>Apprenticeship Funds</td>
<td>62</td>
</tr>
<tr>
<td>Apprenticeship Training</td>
<td>28</td>
</tr>
<tr>
<td>Bond Requirement</td>
<td>40</td>
</tr>
<tr>
<td>Checkoff</td>
<td>5</td>
</tr>
<tr>
<td>Continuity of Work</td>
<td>53</td>
</tr>
<tr>
<td>Definition of Maintenance &amp; Repair</td>
<td>49</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>41</td>
</tr>
<tr>
<td>Equal Treatment</td>
<td>51</td>
</tr>
<tr>
<td>Exclusive Referral</td>
<td>9</td>
</tr>
<tr>
<td>Functions of Management</td>
<td>25</td>
</tr>
<tr>
<td>Grievance and Arbitration Procedure</td>
<td>37</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>32, 47</td>
</tr>
<tr>
<td>Hiring and Transfer of Men</td>
<td>54</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>14</td>
</tr>
<tr>
<td>Job Notice</td>
<td>36</td>
</tr>
<tr>
<td>Job Site Subcontracting</td>
<td>8</td>
</tr>
</tbody>
</table>
Lodging ........................................... 20, 57
Maintenance and Repair ......................... 49
Maintenance of Standards ....................... 8
Maintenance Work ............................... 37, 53
Minimum Pay and Reporting Time ............. 18
MOST (Mobilization, Optimization, Stabilization & Training) ...................... 9, 31
Mutual Permissive Conditions ................. 57
Non-Discriminatory Referral ................... 10
Overtime and Holidays ......................... 14
Overtime Payment ............................... 51
Pay Day ........................................... 21
Pension Trust .................................... 28, 59
Piece Work, Limitation, and Curtailment of Production .......................... 25
Pre-Job Meetings ................................. 58
Preamble .......................................... 2
Recognition ...................................... 4
Safety Measures .................................. 34
Scope and Purpose of Agreement ............. 2
Scope of Work ..................................... 50
<table>
<thead>
<tr>
<th>Topic</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selectivity</td>
<td>11, 55</td>
</tr>
<tr>
<td>Shift Starting Time</td>
<td>51</td>
</tr>
<tr>
<td>Shifts</td>
<td>14, 16, 51</td>
</tr>
<tr>
<td>Signatory Contractors</td>
<td>71</td>
</tr>
<tr>
<td>Supervision</td>
<td>23, 58, 68</td>
</tr>
<tr>
<td>Trade Jurisdiction</td>
<td>6</td>
</tr>
<tr>
<td>Trainee</td>
<td>6, 30, 67</td>
</tr>
<tr>
<td>Transfer of Employees</td>
<td>12, 55</td>
</tr>
<tr>
<td>Transfer of Men</td>
<td>13, 54</td>
</tr>
<tr>
<td>Transportation</td>
<td>57</td>
</tr>
<tr>
<td>Travel Allowance</td>
<td>57</td>
</tr>
<tr>
<td>Union Representation and Access to Jobs</td>
<td>22</td>
</tr>
<tr>
<td>Union Security and Checkoff</td>
<td>5, 8</td>
</tr>
<tr>
<td>Vacation</td>
<td>27, 64</td>
</tr>
<tr>
<td>Vacation Trust Fund</td>
<td>64</td>
</tr>
<tr>
<td>Wage Scales</td>
<td>26</td>
</tr>
</tbody>
</table>