

NATIONAL TRANSIENT DIVISION (NTD)

ARTICLES OF AGREEMENT

BETWEEN THE



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

and the

Signatory Employers Hereto

EFFECTIVE NOV. 1, 2013 THROUGH OCT. 31, 2017

NATIONAL TRANSIENT DIVISION (NTD) ARTICLES OF AGREEMENT

between the

International Brotherhood of

**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**

(Herein referred to as “Union” or “Brotherhood”)

and the

Signatory Employers Hereto

(Herein referred to as “Contractor” or “Employer”)

**Governing Wages and Working Conditions on
Construction and Tank Work**

Effective March 11, 1946; and as amended:

March 11, 1947	January 1, 1961;	November 1, 1989;
August 8, 1947;	January 1, 1963;	November 1, 1992;
April 5, 1948;	January 1, 1965;	November 1, 1995;
June 4, 1948;	January 1, 1967;	November 1, 1998;
August 21, 1949;	January 1, 1969;	November 1, 2001;
August 21, 1950;	January 1, 1971;	November 1, 2004;
August 21, 1952;	January 1, 1973;	November 1, 2007;
August 21, 1953;	January 1, 1975;	November 1, 2010;
August 21, 1954;	January 1, 1977;	November 1, 2013.
August 21, 1955;	January 1, 1979;	
August 21, 1956;	February 18, 1981;	
August 21, 1957;	October 20, 1983;	
August 21, 1958;	November 1, 1985;	
January 1, 1960;	November 1, 1986;	

NATIONAL TRANSIENT DIVISION
ARTICLES OF AGREEMENT
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PREAMBLE

1
2
3 WHEREAS, The parties hereto have
4 maintained a mutually satisfactory bargaining
5 relationship in the work area covered by collective
6 agreements between them, which have been in
7 effect over a substantial period of years; and
8

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

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

23 WHEREAS, The nature of many of the
24 products of the Contractor is such that a sufficient
25 proportion of skilled and trained workers is
26 required to construct them safely, economically,
27 and well; and
28

29 WHEREAS, The comparatively short
30 duration of most field erection jobs compels the
31 skilled and trained workers to live a migratory
32 life, which makes it impossible to localize such
33 construction; and
34

1 WHEREAS, local or area agreements,
2 regulations, and practices do not adequately
3 provide for a strictly national approach to
4 the problem;

5
6 NOW, THEREFORE, the Contractor and the
7 Brotherhood do hereinafter agree to the following
8 articles applicable to field erection work:

9
10 **ARTICLE I**
11 **SCOPE AND RECOGNITION**

12
13 **Art. 1(a)** This Agreement embraces all
14 construction work coming under the jurisdiction
15 of the Brotherhood in the United States.

16
17 **Art. 1(b)** The Employer recognizes the Union
18 as the sole and exclusive bargaining representative
19 for all field construction, maintenance and repair
20 boilermakers, helpers, learner helpers, mechanic
21 trainees, and apprentices employed by the
22 Employer now or during the life of this Agreement
23 with respect to wages, hours, and conditions of
24 work.

25
26 **Art. 1(c)** Where membership is required
27 under Article 4(a), employees in the following
28 classifications need not be members of the
29 Brotherhood: civil, electrical and mechanical
30 engineers, field inspectors, timekeepers,
31 watchmen, water boys, messenger boys, and office
32 workers, provided they do not perform any of the
33 work covered by the terms of this Agreement.

1 **Art. 2(a)(3)** An exception shall be made to the
2 above referenced rate on multiple tank jobs built
3 simultaneously in the same facility — regardless
4 of separate project numbers — such that the first
5 seven (7) men including the pusher (assistant
6 foreman) shall be national transient boilermakers
7 and the next three (3) shall be local boilermakers
8 if available and qualified. Provided local
9 boilermakers are available and qualified, national
10 transient boilermakers and local boilermakers
11 shall be hired alternately one for one thereafter.
12

13 **Art. 2(a)(4)** Another exception to the above
14 referenced ratio shall exist when it is verified that
15 no union work has been performed in a facility
16 under any Boilermaker agreement for a reasonable
17 period of time and subject to review and approval
18 of the NTD Director. Contractor shall determine
19 for himself whether to erect such a structure with
20 a crew composed entirely of national transient
21 boilermakers or whether such crew shall consist
22 of a partial crew of national transient boilermakers
23 supplemented by local boilermakers.
24

25 **Art. 2(b) Tank Erection.** Due to the hazards present
26 and the skills required, certain structures shall be
27 excluded from the above provisions governing
28 the assignment of men. These structures shall
29 include the following: tower tanks; storage tanks;
30 process and surge tanks in the food, beverage, and
31 pharmaceutical industries; ethanol and/or biofuel
32 tanks; penstocks, pit liners, scroll cases, draft
33 tubes, gates, and all other work in connection with
34 dams and locks; water softeners; swimming pools;

1 controlled environmental clean rooms; isolation
2 chambers; test rooms; glove boxes; hygienically-
3 controlled rooms; laboratories; wind turbines and
4 all components attached, including the shaft/riser
5 to support turbine and turbine blade installation;
6 standpipe; and reservoir erection work. For the
7 structures identified immediately above, the
8 Contractor shall determine for himself whether
9 to erect such structures with a crew composed
10 entirely of national transient boilermakers or
11 whether such crew shall consist of a partial crew
12 of national transient boilermakers supplemented
13 by local boilermakers.

14
15 When the National Transient Division (NTD)
16 Articles of Agreement is excluded in its entirety
17 from Project Labor Agreements, except for tower
18 tank erection, the above referenced work shall be
19 performed under the provisions of Article 2(a)
20 above. This shall not apply to national agreements
21 such as the National Maintenance Agreement
22 (NMA), National Construction Agreement
23 (NCA), National Power Generation Maintenance
24 Agreement (NPGMA), or General Presidents'
25 Project Maintenance Agreement (GPPMA).

26
27 **Art. 2(c)** All work on boilers and in connection
28 with boilers (nuclear or fossil fired), including
29 precipitators, uptakes, down comers, heat
30 exchangers, condensers, condenser boxes,
31 casing and breeching or duct, regardless of
32 configuration and other appurtenances (of a non-
33 cylindrical configuration), shall be done by local
34

1 boilermakers under the terms of applicable local
2 or area agreement.

3
4 All work in connection with electrostatic
5 precipitators (regardless of configuration), non-
6 cylindrical scrubbers, non-cylindrical breeching,
7 and non-cylindrical ducts shall be done by local
8 boilermakers under the terms of applicable local
9 or area agreement.

10
11 **Art. 2(d)** The above classifications of work
12 [Articles 2(a), 2(b), and 2(c)] and all other
13 provisions of this Agreement shall apply to
14 dismantling, conversion, repair, demolition, and
15 maintenance work except as otherwise provided
16 in Addendum D, made a part hereof.

17
18 **Art. 2(e)** The Contractor may use a higher
19 ratio of local boilermakers, provided the men
20 are available. A higher ratio of national transient
21 boilermakers may be used if competent local
22 boilermakers are not available. Other employees
23 may be used if neither local nor national transient
24 boilermakers are available. However, in these
25 situations, the Contractor shall contact the Local
26 Lodge Business Manager or Assistant and so
27 advise. Men employed on a job as provided
28 herein shall not be replaced for the purpose of
29 establishing the applicable ratios set forth above.

30
31 **Art. 2(f)** When the Contractor utilizes new
32 employees as Learner Helpers or Helpers, the
33 respective Contractor shall continue to recall these
34 same Learner Helpers or Helpers pursuant to Article

1 10 until they obtain two thousand (2,000) hours
2 verified through the Boilermakers National Funds
3 (BNF). If the referenced employee is terminated
4 for cause or refuses to rehire, transfer, or travel
5 with the respective Contractor, the Contractor shall
6 have no further commitment to the employee.

7
8 If the Learner Helper or Helper is available
9 for work and the Contractor has employment
10 available but refuses to rehire, transfer, or travel
11 these individuals prior to obtaining two thousand
12 (2,000) verified hours, the Contractor will not
13 be allowed to utilize additional new employees
14 as Learner Helpers or Helpers for a period
15 of twelve (12) months. However, properly
16 indentured apprentices/trainees referred from the
17 out-of-work list can be utilized in lieu of Learner
18 Helpers or Helpers in accordance with referral
19 procedures of the applicable Local Lodge.

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

24
25 **Art. 3(a)** For the purpose of this Agreement,
26 national transient boilermakers are boilermakers
27 hired directly by the Contractor, and local
28 boilermakers are boilermakers hired from the out-
29 of-work list in accordance with referral procedures
30 of the applicable local or area agreement.

31
32 **Art. 3(b)** Local boilermakers performing
33 maintenance and repair work in accordance with
34 the manning provisions of Articles 2(a), 2(b),

1 and Addendum D Rule 6, when referred, shall
2 be qualified construction boilermakers with the
3 order of referral as follows (see Addendum G):
4 When the primary list is exhausted, the Contractor
5 will accept qualified applicants registered
6 on the secondary list. When the primary and
7 secondary lists are exhausted of qualified
8 construction boilermakers, one hundred percent
9 (100%) selectivity shall be allowed from among
10 applicants listed on the Local Travelers Referral
11 Pool. If the Contractor desires certain experienced
12 and specially skilled men, he may call for such
13 men who, if available, shall be referred by the
14 local Business Manager. Such requests shall be
15 confirmed by letter, fax, or e-mail.

16
17 Local boilermakers performing work other than
18 maintenance and repair work or any maintenance
19 and repair work requiring the skills necessary for
20 tank erection in accordance with the manning
21 provisions of Articles 2(a), 2(b), and Addendum
22 D Rule 6, shall be referred from the out-of-work
23 list in accordance with the referral procedure of
24 applicable local or area agreements. Local men,
25 when referred, shall be qualified construction
26 boilermakers with tank building qualifications as
27 listed below: When the primary and secondary
28 lists are exhausted of qualified construction
29 boilermakers with tank building qualifications,
30 the Contractor shall be entitled to one hundred
31 percent (100%) selectivity from among applicants
32 registered on the Local Travelers Referral Pool
33 with tank building qualifications as listed below:

34

1 **Tank Builder Qualifications:**

2
3 Qualified construction boilermaker, as defined
4 in Addendum H, meeting the established
5 requirements for the primary or secondary
6 referral lists and meeting the following mandatory
7 requirements:

8
9 1) Certified in MIG or FCAW and SMAW
10 plate welding passing a tank specific all
11 position weld test administered by Common
12 Arc or a Boilermaker signatory Contractor,
13 or certified in tank building passing the
14 standardized tank building theory exam with
15 a seventy percent (70%) passing grade.

16
17 2) Must have satisfactorily completed the
18 standardized tank builder scaffold training.

19
20 3) Must have satisfactorily completed the
21 standardized tank builder confined space
22 training.

23
24 Qualified construction boilermakers with two
25 thousand (2,000) verifiable hours in the field tank
26 building industry shall be considered as meeting
27 the qualifications for items 1 through 3 above.

28
29 **Art. 3(c)** Selection of applicants for referral by
30 the Union or initial employment by the Contractor
31 shall be on a non-discriminatory basis and shall
32 not be based on, or in any way affected by,
33 union membership, by-laws, rules, regulations,

34

1 constitutional provision, or any other aspect
2 or obligation of union membership, policies,
3 or requirements.

4
5 There shall be no discrimination by the
6 Contractor or the Union against any employee
7 because of the employee's race, color, religion,
8 sex, age, or national origin.

9
10 **Art. 3(d)** Employees shall not be withdrawn
11 from the Contractor's employ without the consent
12 of the Contractor's foreman. However, if it
13 becomes necessary to withdraw any employee,
14 the Contractor shall have the right to replace such
15 employee from any source.

16
17 **ARTICLE 4**
18 **MEMBERSHIP**

19
20 **Art. 4(a)** All employees of the Contractor
21 covered by this Agreement shall, as a condition of
22 employment, become and remain members of the
23 Brotherhood. Application for membership must
24 be made within the first ninety (90) calendar days
25 of employment. (This clause shall be effective
26 only in those states permitting union security.)

27
28 **Art. 4(b)** All national transient boilermakers
29 who are or become members of the Brotherhood
30 in accordance with the provisions of Article 4(a)
31 shall carry their membership in the appropriate
32 Boilermaker Local Lodge (as per residence or
33 other directive from Boilermaker International).

1 **Art. 4(c)** The Brotherhood agrees to admit
2 employees of the Contractor as national transient
3 boilermakers when they apply for admission
4 according to the rules and regulations of the
5 Brotherhood and not to expel or suspend any
6 employee of the Contractor from membership
7 except in accordance with such rules and
8 regulations.

9
10 **Art. 4(d)** It is understood and agreed that nei-
11 ther the Brotherhood nor any of its representa-
12 tives will undertake to persuade national transient
13 boilermakers to change their employment to
14 another Contractor.

15
16 **Art. 4(e)** It is understood and agreed that the
17 Contractor will complete Addendum F, National
18 Transient Division Contractor Information Form,
19 which is formally made part of this Agreement,
20 whenever hiring non-member new employees.
21 The Contractor will mail or fax the referenced
22 form to the NTD Director at the address or fax
23 number indicated on the form or such other
24 address or fax number as requested by the
25 NTD Director.

26
27 **ARTICLE 5**
28 **DEDUCTION UNION OBLIGATION**
29

30 **Art. 5(a)** The Employer agrees to deduct from
31 the wages of each employee all deductions certified
32 by the Union and authorized by the employee, as
33 set forth in Items 1, 3, and 4 hereunder, in uniform
34 amounts therewith established by the Union

1 on all work covered by Articles 2(a), 2(b), and
2 Addendum D of this Agreement.

3
4 **Art. 5(a)(1)** Initiation or reinstatement fees of
5 an applicant for membership shall be paid in two
6 (2) equal installments starting with the first full
7 weekly pay period of the applicant. This payment
8 arrangement is for the convenience of the applicant
9 in order that, at the end of two (2) weeks, the total
10 amount of initiation or reinstatement fees will
11 have been paid and upon receipt of same by the
12 member's respective Local Lodge, the applicant,
13 in accordance with the established procedure, will
14 then become a member.

15
16 **Art. 5(a)(2)** National transient boilermakers
17 shall be responsible for payment of regular
18 monthly dues directly to the Local Lodge where
19 their membership is held.

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

27
28 **Art. 5(a)(4)** Upon presentation of a signed
29 voluntary authorization card, furnished by the
30 Union through the Contractor, the Contractor shall
31 withhold five cents (\$0.05) per hour worked for the
32 Boilermakers Campaign Assistance Fund. Said
33 deductions shall be remitted to the International
34 Secretary-Treasurer's office or other location as

1 directed by Boilermaker International no later
2 than thirty (30) days after the end of the month
3 in which the deductions accrued. The Contractor
4 shall provide the employee with a weekly payroll
5 stub itemizing the amount of such deductions. The
6 Union holds the Contractor harmless and agrees
7 to defend the Contractor fully in any litigation
8 resulting from this activity which is deemed to be
9 a service to the Union by the Contractor.

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

24
25 **Art. 5(c)** Said authorization form shall be made
26 out in triplicate: the original copy to be kept by
27 the Contractor, the duplicate to be forwarded to
28 the International Secretary-Treasurer's office,
29 753 State Avenue, Suite 565, Kansas City, KS
30 66101, and the triplicate copy to be retained by
31 the employee.

32
33 **Art. 5(d)** Union obligation deductions as
34 referred to above and deducted by the Contractor

1 shall be forwarded monthly to the International
2 Secretary-Treasurer's office, 753 State Avenue,
3 Suite 565, Kansas City, KS 66101, along with an
4 itemized listing of such deductions.

5
6 **Art. 5(e)** The itemized listing of the aforesaid
7 field dues deductions shall include, by Local
8 Lodge, all employees employed, the number of
9 hours worked and amounts deducted therewith.
10 Said listing shall be on a weekly basis and shall
11 be forwarded in duplicate along with the amounts
12 covering same, at intervals not to exceed the
13 number of weekly payroll periods in any one
14 calendar month.

15
16 **Art. 5(f)** Any provision of this Article
17 prohibited by any federal or state law shall
18 be inoperative.

19
20 **Art. 5(g)** The responsibility of the Brotherhood
21 with respect to deductions above authorized is
22 set forth in the form of authorization cited in
23 Article 5.

24
25 **ARTICLE 6**
26 **JOB NOTICES**

27
28 In order to insure the satisfactory progress
29 of each job, the following procedure will be
30 observed by the Contractor.

31
32 **Art. 6(a)** Furnish (by electronic mail or
33 facsimile at the Contractors option) to the
34 NTD Director, International Representative, and

1 Local Lodge Business Manager, at least fifteen
2 (15) days, when possible, before the start of a
3 job, copies of job notices, which must contain
4 the following information: name of customer
5 (owner and customer if different), complete
6 description and exact location of job site,
7 approximate starting date, approximate
8 completion date, information regarding lining
9 of tank or vessel, the approximate number,
10 classification, and qualifications of local
11 boilermakers required, and applicable wage rate
12 (which shall include vacation, savings, health
13 & welfare, pension, apprenticeship funds, and
14 annuity pay) to be paid to employees. It shall
15 be mandatory for the Contractor to provide full
16 names, the last four digits of social security
17 numbers, and date of hire for all national transient
18 boilermakers when employed on each project
19 in a timely manner as determined by the NTD
20 Director. Only in cases where the fifteen (15) or
21 more days' notice has been given, at least seven
22 (7) days prior to the start of the job the area
23 Business Manager shall notify the Contractor on
24 a prepared form whether or not he will be able
25 to supply the job requirements. If such notice is
26 not received, the Contractor may assign national
27 transient boilermakers up to the first ten (10) men
28 on the job. If conditions subsequently require a
29 change in starting date, all interested parties shall
30 be notified immediately.

31

32 **Art. 6(b)** The Contractor shall, prior to the
33 foreman's arrival at the job location, notify the
34 Local Lodge Business Manager, by telephone,

1 fax, electronic communication, or e-mail, where
2 equipment exists. If appropriate, notice shall be
3 included in such fax or e-mail that additional
4 boilermakers are needed. The Local Lodge
5 Business Manager shall notify the Contractor
6 by fax or e-mail within twenty-four (24) hours
7 whether or not he will be able to supply job
8 requirements as provided herein.

9
10 In the event he is unable to supply the job
11 requirements within forty-eight (48) hours from
12 the time he was notified by the Contractor,
13 the foreman may supply the job requirements
14 from other sources consistent with the terms of
15 this Agreement.

16
17 **Art. 6(c)** Failure to comply with Article 6 may
18 result in penalties determined by both chairmen
19 and could include monetary fines, suspension
20 from the Agreement, removal of selectivity, and
21 other actions.

22
23 **ARTICLE 7**
24 **PRE-JOB CONFERENCES**

25
26 If requested by the Local Lodge Business
27 Manager or by the Contractor, a pre-job conference
28 shall be held. The Local Lodge Business Manager,
29 the Contractor representatives, and the NTD
30 International Representative in that particular
31 area (when available) will be in attendance at the
32 pre-job conference. The Contractor shall make
33 arrangements for the meeting through the Local
34 Lodge Business Manager.

1 **Art. 8(c)** Where twelve (12) or fewer men
2 are employed on a job, the foreman will be
3 permitted to work with the tools, if required by
4 the Employer. Where thirteen (13) or more men
5 are employed on a job, the foreman shall not
6 work with the tools but shall act in a supervisory
7 capacity. It is understood that in the performance
8 of his function in a supervisory capacity the
9 primary duty of a foreman is that of supervision,
10 and it is not intended that he take the place of
11 a production worker on the job. Any work the
12 foreman performs is for the purpose of instructing
13 and demonstrating.

14
15 **ARTICLE 9**
16 **PERFORMANCE OF WORK**

17
18 **Art. 9(a)** Boilermakers, helpers, learner
19 helpers, mechanic trainees, and apprentices shall
20 be assigned to and employed on work covered by
21 this Agreement.

22
23 **Art. 9(b)** Regardless of the type of transporta-
24 tion involved, the field loading, unloading, setting,
25 or placing of all materials at the construction site
26 where boilermakers will perform erection shall be
27 done by boilermakers, helpers, learner helpers,
28 mechanic trainees, or apprentices if available at
29 the time the work is done.

30
31 **Art. 9(c)** No Employer shall subcontract or
32 assign any of the work described herein, which
33 is to be performed at a job site, to any contractor,
34 subcontractor, or other persons or party who does

1 not have or refuses to enter into an agreement
2 or understanding which will comply with the
3 conditions of employment including, without
4 limitation, those relating to Union security, rates
5 of pay, assignment of work, working conditions,
6 and other matters covered by this Agreement or
7 a field construction Agreement in effect in the
8 area where the work is erected which has been
9 approved by the International Brotherhood.

10
11 **Art. 9(d)** When requested in writing by the
12 International Brotherhood Vice President, the
13 Contractor will furnish a signed letter on Company
14 letterhead stationery, stating verification that
15 Boilermakers were assigned to and completed
16 specific work on a specific job site.

17
18 **Art. 9(e)** It is understood that the Contractor
19 will not be asked to act upon any questions
20 regarding jurisdiction which may arise within the
21 Brotherhood itself or between the Brotherhood
22 and any other union affiliated with the AFL-
23 CIO, and that during the period such disputes,
24 questions, or controversies continue, there shall
25 be no cessation of work on account thereof.

26
27 **ARTICLE 10**
28 **CLASSIFICATIONS AND QUALIFICATIONS**
29 **OF EMPLOYEES**
30

31 **Art. 10(a) Mechanic - Skilled.** A boilermaker is
32 one skilled in various phases of his trade including
33 one or more of the following occupations: welder
34 (who must pass currently-recognized welders'

1 qualification tests); equipment maintenance men
2 (who dresses tools, operates the tool room, if any,
3 and keeps the equipment in safe and good working
4 condition); acetylene burner; chipper; fitter gang
5 leader; top erector (who climbs and connects steel
6 in the air); riveter; caulker; heater; bucket; and
7 moocher (who inspects welding and riveting);
8 operators of any kind of inspection or testing
9 equipment who are employees of Contractor.
10 However, full-time operators of inspection or
11 testing equipment are not counted in manpower
12 ratios as referred to in Article 2.

13

14 **Art. 10(b) Helper.** A helper is one who helps at
15 any of the above occupations. A helper not only
16 helps a mechanic when such help is required, but
17 the following occupations are considered helper's
18 work: power brush operator; bolter; reamer; fitter
19 helper (who works under a fitter gang leader and
20 who prepares joints and seams for welders or
21 riveters); scaffold erector (who erects, moves, and
22 takes down scaffold); ground erector (who ties on
23 and prepares steel for erecting); and similar items
24 of work not requiring extensive experience or
25 training. Helpers may be assigned to tack weld for
26 the purpose of providing them with opportunities
27 of advancement or to serve when mechanics are
28 not available.

29

30 **Art. 10(c) Learner Helper.** Learner helpers may
31 be employed for a period of ninety (90) calendar
32 days at 65 percent of the mechanic's hourly rate.
33 At the Contractor's discretion, after the ninety
34 (90) calendar days probationary period, the

1 learner helper must enter the NTD Mechanic
2 Training Program, be advanced, or be terminated.
3 A learner helper assists at any of the occupations
4 performed by mechanics or helpers.
5

6 **Art. 10(d) Mechanic Trainee.** Mechanic trainees
7 are learner helpers that the Contractor has selected
8 and indentured into the NTD Mechanic Training
9 Program. The mechanic trainee is required to sign
10 the Mechanic Training Agreement and shall fulfill
11 all requirements of the program. Recognizing the
12 need to train skilled boilermakers, the Contractors
13 will make every effort to indenture and work
14 mechanic trainees on their projects in keeping
15 with the established Mechanic Trainee Program.
16

17 **Art. 10(e)** A boilermaker will be paid the
18 boilermaker's rate when hired to do boilermaker's
19 work. He may do helper's work intermittently at
20 his boilermaker's rate of pay and may be used at
21 any of the occupations for which he may be fitted
22 as is considered necessary by the Contractor.
23

24 **Art. 10(f)** The number and classification of
25 employees required for any job or operation
26 shall be designated by the Contractor. The final
27 determination of whether an employee is qualified
28 to do work is the responsibility of the Contractor.
29

30 **ARTICLE II** 31 **FUNCTIONS OF MANAGEMENT** 32

33 **Art. 11(a)** In the exercise of its functions of
34 management, the Contractor shall have the right

1 to plan, direct, and control the operation of all
2 its work, hire employees, direct the working
3 forces in the field, assign employees to their jobs,
4 discharge, suspend, or discipline for proper cause
5 (proper causes for discharge include but are not
6 necessarily limited to drunkenness, substance
7 abuse, incompetence, laziness, insubordination,
8 habitual tardiness, or absenteeism), transfer,
9 promote or demote employees, lay off
10 employees because of lack of work or for other
11 legitimate reasons, require employees to observe
12 the Contractor's rules and regulations not
13 inconsistent with this Agreement, regulate the
14 use of all equipment and other property of the
15 Contractor, decide the amount of equipment used
16 and the number of men needed, and shall be free
17 to contract work anywhere and shall decide the
18 methods of erection and the source from which
19 material and equipment are obtained, provided,
20 however, that the Contractor will not use these
21 rights for the purpose of discrimination against
22 any employee.

23

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

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

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

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

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

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

30 **Art. 12(d)** Mechanic trainee wages will be
31 determined by the Contractor. The mechanic
32 trainee rate will be greater than the 65 percent
33 learner helper rate. Pay advancements will be
34 determined by the Contractor and the rate will

1 not exceed 95 percent of the mechanic's hourly
2 rate until completion of the Mechanic Training
3 Program.

4
5 **Art. 12(e)** Men working off the ground on
6 tower tanks shall receive not less than the
7 boilermaker helper's rate of pay. If retained for
8 sixty (60) calendar days, they shall be paid the
9 boilermaker's rate.

10
11 **Art. 12(f)** Changes in local wage rates,
12 when agreed upon, will become effective after
13 the termination of the work contracted on the
14 current wage rate basis, but not later than sixty
15 (60) calendar days following the effective
16 date established by the Brotherhood for such
17 local rates.

18
19 The Brotherhood agrees to notify the
20 Chairman of the Negotiating Committee for the
21 Contractors signatory to this Agreement of all
22 proposed negotiations. If the Contractors receive
23 advance notice of new local hourly wage rates or
24 notice that negotiations are to be carried on not
25 less than forty-five (45) days prior to the effective
26 date thereof, the new wage rates will be put into
27 effect on said effective date.

28
29 **ARTICLE 13**
30 **HEALTH AND WELFARE PLAN**

31
32 **Art. 13(a)** The Contractor shall pay into the
33 Boilermakers National Health and Welfare Fund
34 the amount of hourly contributions required to be

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

7
8 **Art. 13(b)** Where there is in effect a local health
9 and welfare plan, the Contractor will pay into the
10 Boilermakers National Health and Welfare Fund
11 the amounts of contributions required under
12 the local agreements for all hours worked by
13 national transient employees, including foremen.
14 However, on all local men, the Contractor will
15 pay the required contributions to the local fund
16 for all hours worked by such local men. In no
17 case will the Contractor be required to pay the full
18 obligation to both funds.

19
20 **Art. 13(c)** Plan "G" shall be the minimum plan
21 for national transient employees.

22
23 Where the locally-negotiated contribution for
24 the National Health and Welfare Fund is not suf-
25 ficient to maintain coverage under the G Plan, the
26 difference, when available, is to be deducted from
27 savings, vacation, or other contributions.

28
29 **Art. 13(d)** Where there is in effect a local
30 supplemental health and welfare plan, Article 17
31 shall apply.

32
33
34

ARTICLE 15
APPRENTICESHIP TRAINING PROGRAM

1
2
3
4 **Art. 15(a)** The Contractor shall pay into the
5 Boilermakers Area Apprenticeship Fund such
6 amount per hour as specified in applicable local
7 or area agreements for each hour worked for
8 the Contractor by all his employees (including
9 foremen) who are covered by this Agreement.

10
11 **Art. 15(b)** The Contractor agrees to and shall
12 be bound by the provisions of Addendum C hereto
13 attached and which relate to the said Boilermakers
14 Area Apprenticeship Funds.

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

19
20 **Art. 15(d)** The Contractor agrees to employ
21 properly indentured apprentices referred to him
22 by the Local Lodge or mechanic trainees on all
23 work except “elevated water tanks.” Every effort
24 shall be made to employ mechanic trainees and
25 apprentices in keeping with the ratio set forth
26 in local or area agreements. Such ratio shall be
27 based on the total number of national transient
28 boilermakers and local boilermaker journeymen
29 on the job.

30
31 Neither mechanic trainees nor apprentices
32 are to be included in the manning ratios outlined
33 in Articles 2(a), 2(b), 2(c) or Addendum D.

34

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

11
12 **Art. 15(f)** The Contractor agrees to and shall
13 be bound by the Trust Agreement creating the
14 Mobilization Optimization Stabilization &
15 Training (MOST) Fund and all amendments now
16 or hereafter approved by the Board.

17
18 **Art. 15(g)** Where there is in effect a local trust
19 fund relating to the local's development and
20 training fund or local apprenticeship fund, Article
21 17 shall apply.

22
23 **ARTICLE 16**
24 **NATIONAL ANNUITY TRUST**

25
26 **Art. 16(a)** The Contractor shall pay into the
27 Boilermakers National Annuity Trust such hourly
28 contributions as specified in applicable local or
29 area agreements for the Contractor by all of his
30 employees who are covered by this Agreement
31 (including foremen). The Contractor shall provide
32 the employee with a weekly payroll stub itemizing
33 the amount paid to his annuity. The Contractor
34 agrees to and shall be bound by the provisions

1 of Addendum E attached hereto relating to said
2 National Annuity Trust.

3
4 **Art. 16(b)** Where there is in effect a local
5 annuity plan, the Contractor will pay into the
6 Boilermakers National Annuity Trust the amount
7 of contributions required under the local area
8 agreements by national transient employees
9 (including foremen). However, on all local men,
10 the Contractor will pay the required contribution
11 to the local annuity fund as required under the
12 local area agreements by such local men. In no
13 case will the Contractor be required to pay the full
14 obligation to both funds.

15
16 **Art. 16(c)** No contribution will be paid into the
17 Boilermakers National Annuity Trust for a learner
18 helper during the first thirty (30) calendar days of
19 their probationary period.

20
21 **ARTICLE 17**
22 **OTHER FRINGE CONTRIBUTION FUNDS**

23
24 Where there is in effect a local or area
25 agreement in the area covered by the NTD
26 Agreement requiring contributions to any such
27 other funds, excluding industry advancement
28 funds, the Contractor agrees to make the required
29 contributions to said fund for all hours worked by
30 all boilermakers covered by this Agreement and
31 to be governed by the provisions of the applicable
32 trust agreement.

1 under this Article and such refusal or withdrawal
2 will not constitute a violation of this Agreement.

3
4 In the event a Contractor becomes delinquent
5 and sixty (60) days in arrears for fringe benefit
6 contributions and/or other deductions required
7 by Articles 5, 13, 14, 15, 16, and 17, Contractor
8 shall immediately provide bonding sufficient to
9 cover shortages. If Contractor fails to provide
10 referenced bonding, services may be withheld at
11 the Union's discretion.

12
13 **ARTICLE 19**
14 **HOURS**

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

21
22 **Art. 19(b)** The regular starting time shall be
23 eight (8) a.m. unless changed by mutual agreement
24 between the Local Lodge Business Manager or
25 the NTD Director, and the job foreman.

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

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

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

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

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

31 **Art. 20(c)** When so elected by the Contractor,
32 men may be worked on a shift basis in accordance
33 with the appropriate local or area agreement hav-
34 ing jurisdiction, provided the Local Lodge Busi-

1 ness Manager is notified twenty-four (24) hours
2 in advance of the effective date of the starting of
3 such a shift.
4

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

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

23 **ARTICLE 21** 24 **OVERTIME AND HOLIDAYS** 25

26 **Art. 21(a)** On all work, other than shift work as
27 provided in Article 20, the premium overtime rate
28 shall be as set forth in the local and area agreement
29 and shall be paid for all time worked on Saturdays,
30 Sundays, and the following holidays: New Year's
31 Day, Memorial Day (May 30th or a day agreed
32 upon in advance thereof between the Local Lodge
33 Business Manager and Contractor), Independence
34 Day, Labor Day, Thanksgiving, Christmas, and/or

1 any other holidays observed in the Boilermakers
2 local or area agreement covering the location where
3 the work is being performed, provided, however,
4 that there is other boilermaker work on the project
5 being performed under local or area rules.

6
7 **Art. 21(b)** No work shall be performed on
8 Labor Day, except for the preservation of life
9 and property.

10
11 **Art. 21(c)** When a holiday falls on Saturday
12 or Sunday, the day observed by the nation will
13 be observed.

14
15 **Art. 21(d)** Any deviation from this Article will
16 be by mutual agreement between the Contractor,
17 Local Lodge Business Manager, and NTD
18 International Representative.

19
20 **Art. 21(e)** Overtime is not to be demanded
21 of any Contractor by any workman covered by
22 this Agreement as a condition of employment on
23 a job.

24
25 **Art. 21(f)** No employee will be allowed to work
26 more than sixteen (16) consecutive hours without
27 an eight (8) hour break, except as mutually agreed
28 to between the Contractor, Local Lodge Business
29 Manager, and NTD International Representative.

30
31 **Art. 21(g)** Employees required to work
32 unscheduled overtime in excess of two (2) hours
33 past the regular quitting time of their shift shall be
34 allowed thirty (30) minutes to eat lunch without

1 loss of pay and, if work is to continue an additional
2 four (4) hours, they shall be allowed an additional
3 thirty (30) minutes to eat without loss of pay.
4

5 **ARTICLE 22**

6 **WAITING TIME AND TRAVEL AUTHORIZATION**

7
8 **Art. 22(a)** Reporting and travel expense
9 authorization shall be made by the authorized
10 company representative. On the completion
11 of a job, the company's foreman or office must
12 immediately either authorize each man to report
13 to a new job for rehire or inform him that the
14 company has no work for him for the time being.
15

16 **Art. 22(b)** The reporting date shall not be later
17 than five (5) regular working days after the date of
18 authorization or waiting time and subsistence will
19 be paid after the fifth regular working day.
20

21 **Art. 22(c)** When men are authorized by the
22 Contractor to report to a job at another location
23 on a certain day, but are not placed at work until
24 a later date, they shall be paid two and one-half
25 (2-1/2) hours at the established local rate for each
26 normal working day after so reporting until given
27 work or released from the job, in which case
28 the man will be paid return transportation to his
29 home or to the point from which he was hired,
30 whichever is less.
31

32 **Art. 22(d)** No waiting allowance will be made
33 for days lost on account of unworkable weather
34 unless already on waiting time.

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

5 **Art. 23(e)** In order to qualify for the pay
6 provided for in this Article, the employee must
7 remain on the job, available for work, during the
8 period of time for which he receives pay, unless
9 released sooner by the Contractor's foreman.
10

11 **Art. 23(f)** On premium days, in the event an
12 employee who is already employed on the job is
13 sent home before regular starting time, he will be
14 paid two (2) hours at the straight time rate. A new
15 employee, however, will be paid in accordance
16 with the provision of Article 23(d).
17

18 **Art. 23(g)** The foregoing provisions shall not
19 apply when the employee has been properly
20 notified before leaving his residence not to report
21 to work because of inclement weather.
22

23 **Art. 23(h)** The provisions of Articles 23(c)
24 and 23(d) shall not be applicable where the
25 employee is tardy, voluntarily quits or lays off, in
26 which event he shall be paid for the time actually
27 worked or the time required to remain on the job,
28 whichever is greater.
29
30
31
32
33
34

1 **ARTICLE 24**

2 **TRAVEL ALLOWANCE OR SUBSISTENCE**

3
4 **Art. 24(a)** The Contractor shall pay all
5 employees covered by the provisions of
6 this Agreement the subsistence or daily
7 travel allowance provided for in the local or
8 area agreement.

9
10 **Art. 24(b)** Any national transient boilermaker
11 employed on work coming under Articles 2(a)
12 and 2(b) of this Agreement who qualifies for
13 transportation pay under Article 25(a) and who is
14 working more than sixty (60) miles from the city/
15 town hall of his permanent residence shall receive
16 an allowance of seventy-five dollars (\$75.00)
17 per day for each day reporting for work. (This
18 allowance shall be effective on all jobs bid on
19 or after November 1, 2013.) The allowance shall
20 be seventy-six dollars (\$76.00) per day effective
21 November 1, 2014, seventy-seven dollars (\$77.00)
22 per day effective November 1, 2015, and seventy-
23 eight dollars (\$78.00) per day effective November
24 1, 2016. Should a local or area agreement require
25 a higher daily subsistence, then the higher amount
26 will be paid.

27
28 This allowance will be paid to employees
29 covered above on any holiday specified by this
30 Agreement that falls during the normal workweek
31 (Monday through Friday), provided the employee
32 works the first scheduled workday before and
33 after the holiday.

1 The foregoing provisions alleviate some of
2 the hardship imposed on all the national transient
3 boilermakers who move from job to job and in
4 some cases receive subsistence while in others
5 they do not.

6
7 **ARTICLE 25**
8 **TRANSPORTATION PAY**
9

10 It is the intention of the parties that
11 employment of all men commences and ends at
12 the job site. However, in recognition of travel
13 costs incurred by the men before commencement
14 and after termination of their employment, the
15 following shall govern:

16
17 **Art. 25(a)** When a national transient boilermaker
18 is authorized to travel at the Contractor's expense
19 from where he is to his next work or from the
20 job from which he was laid off to the point from
21 which he was hired, or his home, whichever
22 is less, he shall be allowed a transportation
23 allowance for miles traveled at the current I.R.S.
24 tax-free rate per mile. Transportation allowance
25 may be determined in advance, at the option of
26 the Contractor, with mileage over the most direct
27 main traveled route as determined from the Rand
28 McNally Atlas.

29
30 **Art. 25(b)** Boilermakers referred by the
31 Local Lodge having jurisdiction shall be paid
32 transportation at the rate provided for in the local
33 or area agreement.
34

1 employees on a voluntary basis. If the employee
2 agrees to have their checks direct deposited,
3 Articles 26(b), 26(c), and 26(d) will apply to the
4 check stub only.

5
6 **Art. 26(b)** If paychecks have not been received
7 on the job by the fifth (5th) working day (holidays
8 not excluded) after the pay period ends, the
9 Contractor shall make arrangements to have
10 the men paid on the job. Failing to do so, the
11 Contractor will be required to pay overtime for
12 waiting. Overtime will be computed on the basis
13 of actual time required to wait or two (2) hours
14 per day, whichever is less. The foregoing would
15 not apply when extenuating circumstances exist
16 beyond the control of the Contractor.

17
18 **Art. 26(c)** Men discharged or laid off will be
19 paid in full at the time of termination. Failing to
20 do so, the Contractor will be required to pay for
21 waiting as required by Article 26(b).

22
23 **Art. 26(d)** Men who quit may be required to
24 wait until the following payday for their pay.
25 If an employee advises the Contractor that he
26 is quitting and so requests, his final check shall
27 be mailed to him not later than one (1) day
28 after payday.

29
30 **ARTICLE 27**
31 **WORKING CONDITIONS**
32

33 **Art. 27(a)** Men will be allowed sufficient time,
34 not to exceed ten (10) minutes at the end of the

1 day, to put away their tools, if required, prior to
2 quitting time.

3
4 **Art. 27(b)** A reasonable clean, warm, dry place
5 within close proximity to the work site shall be
6 provided for the men to change their clothes
7 and eat lunches. Suitable drinking water will be
8 made available.

9
10 **Art. 27(c)** Reasonable sanitary facilities will be
11 made available on all jobs.

12
13 **Art. 27(d)** All work of the Employer shall be
14 performed under safe conditions which must con-
15 form to Contractor, state, and federal regulations.
16 When provided, employees will utilize proper
17 safety devices and methods at all times. Repeated
18 or serious employee violations will be considered
19 proper cause for disciplinary action up to and
20 including discharge.

21
22 **Art. 27(e)** The parties to this Agreement are
23 committed to the maintenance of a safe and
24 efficient work environment for all employees,
25 free from the effects of alcohol, illegal drugs, and
26 other controlled substances. The use or possession
27 of alcohol or illegal drugs by employees while
28 on duty or on the job site/property is prohibited.
29 The Contractor shall have the right to require
30 drug testing, including random and for-cause
31 drug testing, of all employees as a condition of
32 employment. Costs of these tests will be covered
33 by MOST in accordance with their current
34 policies as approved by the Board of Trustees.

1 All Boilermakers working under the terms and
2 conditions of this Agreement shall adhere to
3 MOST guidelines concerning drug testing and
4 safety training.

5
6 **Art. 27(f)** All employees employed on Article
7 2(a) or 2(b) jobs shall be furnished suitable
8 replacement gloves or given a glove allowance of
9 one dollar (\$1.00) per day. The glove allowance
10 will not be paid if gloves are required by law.

11
12 **Art. 27(g)** Any welder who is required to take a
13 test shall be paid at the applicable rate for the time
14 required to take the test, but not less than two (2)
15 hours pay. Transportation allowance shall be paid
16 to the place of testing and to the job site, provided
17 he passes the test, or he presents satisfactory
18 evidence of his qualifications as a welder, accepts
19 offered employment, and remains on the job as
20 specified in Article 25(c).

21
22 **ARTICLE 28**
23 **UNION STEWARD AND REPRESENTATIVES**

24
25 **Art. 28(a)** On all jobs, the Local Lodge Business
26 Manager will designate a steward, whose duties
27 shall consist of seeing that all workmen are
28 members in good standing of the Brotherhood in
29 accordance with the provisions of Article 4(a) and
30 who will either handle grievances that may arise
31 with the foreman on the project or report them
32 to the Local Lodge Business Manager and NTD
33 International Representative.

1 **Art. 28(b)** When a steward has not been
2 appointed by the Local Lodge Business Manager
3 or NTD Director in the area where work is
4 erected, the crew on the job will designate one
5 of their number (general foreman, foreman, and
6 pusher excluded) to act as temporary steward. The
7 steward will remain on the job at all times when
8 work is being performed except when he is not
9 qualified to perform the available work.

10
11 **Art. 28(c)** It is understood that the steward
12 selected by the Local Lodge Business Manager
13 will be from among the employees accepted by
14 the Contractor as competent and qualified to do
15 the work and that if it is not practical to retain that
16 person until the end of the job, the Local Lodge
17 Business Manager will be notified in time to
18 appoint a successor.

19
20 **Art. 28(d)** Stewards shall not, by reason of their
21 position as stewards, be exempt from the work
22 required of journeymen on the job site and shall
23 work the full day of journeymen except when
24 engaged in handling grievances of the Union or
25 other recognized duties related to the successful
26 completion of the job. The steward's decisions
27 are subject to review and revision by the Local
28 Lodge Business Manager. Stewards shall receive
29 the regular journeyman's rate of pay.

30
31 **Art. 28(e)** Local Lodge Business Managers
32 and International Representatives shall have
33 access to all jobs during working hours and
34 will not unnecessarily delay progress of the

1 job. Contractors shall make all necessary
2 arrangements for the admission of such
3 representatives, subject to customer's regulations,
4 without unnecessary delay.

5
6 **Art. 28(f)** The International President of the
7 Union shall select the Director of the National
8 Transient Division, who shall be Chairman of
9 the National Transient Division Negotiation
10 Committee and who shall administer the terms of
11 the National Transient Division Agreement with
12 the assistance of the International Representatives
13 and Local Lodge Business Managers. The
14 Director of the NTD shall direct the NTD staff
15 and report to the International President on all
16 matters. The location of the NTD office and home
17 point of the Director of the NTD shall be subject
18 to the approval of the International President.

19
20 **ARTICLE 29**
21 **WAGE INDUCEMENT PROGRAM**

22
23 **Art. 29(a)** Except on building trades projects,
24 wage inducement programs may be used on the
25 erection of work under Articles 2(a) and 2(b).

26
27 **Art. 29(b)** Where wage inducement programs
28 are used, the Contractor and the Brotherhood
29 agree to equitable cooperation during the life of
30 this Agreement. In no case shall the total earnings
31 of an employee be less than he would have earned
32 at his regular hourly rate for the pay period.
33 The Contractor shall have the responsibility of
34 administering such programs, but discrimination

1 against any individual may be handled as a
2 proper grievance.

3
4 **ARTICLE 30**
5 **ACCIDENTS**

6
7 **Art. 30(a)** In case of minor injuries during
8 working hours, the Contractor will make
9 provisions for transportation or reimburse the
10 injured employee the current I.R.S. tax-free rate
11 per mile for repeated visits required by the doctor
12 designated by the signatory company in the event
13 transportation is not provided by the company;
14 also, such injured employee will be paid for time
15 lost due to follow-up treatments if they cannot
16 be scheduled outside of regular working hours.
17 Any employee who is injured on the job to the
18 extent of being unable to work the balance of the
19 day, will be paid for the full day at his regular
20 hourly rate.

21
22 **Art. 30(b)** In the event of any serious
23 or fatal accident, the Contractor shall imme-
24 diately notify the NTD Director, the Interna-
25 tional Representative, and the Local Lodge
26 Business Manager.

27
28 **ARTICLE 31**
29 **ADJUSTMENT OF GRIEVANCES**

30
31 **Art. 31(a)** In order to be recognized and
32 processed under the provisions of this Article,
33 all grievances must be filed in writing, with
34 details specific to said grievance, within thirty

1 (30) days. In the event a grievance or dispute is
2 not satisfactorily settled by the employee and
3 his steward, and/or union representative and the
4 Contractor's foreman on the job site, within ten
5 (10) days, it shall be referred forthwith by the
6 union representative to the Local Lodge Business
7 Manager, NTD International Representative, and
8 by the Contractor's foreman to the Contractor's
9 office. If these in turn are not able to arrive at any
10 agreement within fifteen (15) days, the grievance
11 or dispute shall be referred to the chairmen of
12 the respective negotiating committees who shall
13 render a decision.

14

15 **Art. 31(b)** Any questions involving the intent,
16 application, or interpretation of Article 2 shall
17 be referred to the joint subcommittees on work
18 jurisdiction for decision. Questions relative to the
19 balance of this Agreement shall be referred to the
20 joint chairmen for decision.

21

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

1 (10) calendar days from the time of reference to the
2 arbitration committee, and shall specify whether or
3 not it is retroactive and the effective date thereof.
4

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

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

23 Any grievance must be submitted in writing
24 to the other party within thirty (30) calendar days
25 of occurrence, or it will be considered closed.
26

27 **ARTICLE 32** 28 **STRIKES OR LOCKOUTS** 29

30 **Art. 32(a)** There shall be no strikes, slowdowns,
31 or work suspensions of any kind during the life
32 of this Agreement over any matter until after
33 the procedure herein established has failed, and
34 then only after approval has been given by the

1 International President in conformity with the
2 Constitution of the Brotherhood.

3
4 **Art. 32(b)** There shall be no lockout on the part
5 of the Employer during the life of this Agreement.

6
7 **Art. 32(c)** Workmen will not be expected to
8 pass through a legal and properly established
9 picket line.

10
11 **ARTICLE 33**
12 **PROJECT AGREEMENT**

13
14 **Art. 33(a)** Project Agreements covering specif-
15 ic jobs may be made to cover peculiar problems
16 by mutual agreement between the Local Lodge
17 Business Manager, NTD International Represen-
18 tative, and a representative of the Contractor, with
19 the approval of the International President.

20
21 **Art. 33(b)** When the National Transient Divi-
22 sion (NTD) Agreement is excluded in its entirety
23 from Project Agreements, all employees of the
24 Contractor shall be paid subsistence pay in accor-
25 dance with the provisions of Article 24(b) of this
26 Agreement.

27
28 **ARTICLE 34**
29 **VIOLATION OF AGREEMENT**

30
31 **Art. 34(a)** Violation, evasion, or misinterpreta-
32 tion of the terms of this Agreement, unless cor-
33 rected and discontinued, will be sufficient cause
34 for the cancellation of the Agreement between the

1 violating company and the International Brother-
2 hood at any time.

3
4 **Art. 34(b)** Violations of these rules may subject
5 employees individually or collectively to disci-
6 pline, suspension, or discharge.

7
8 **ARTICLE 35**
9 **AGREEMENT QUALIFICATION**

10
11 It is not the intent of either party hereto
12 to violate any laws or rulings or regulations
13 of any governmental authority or agency
14 having jurisdiction of the subject matter of this
15 Agreement, and the parties hereto agree that, in
16 the event any provision of this Agreement is held
17 to be unlawful or void by any tribunal having the
18 right to so hold, the remainder of the Agreement
19 shall remain in full force and effect, unless the
20 parts so found to be void are wholly inseparable
21 from the remaining portions of this Agreement.

22
23 **ARTICLE 36**
24 **TERMINATION OR RENEWAL**

25
26 **Art. 36(a)** This Agreement shall continue in
27 effect from November 1, 2013 through October
28 31, 2017, and thereafter for successive one-
29 year periods, until amended or terminated
30 by either party, by giving to the other party
31 notice of such termination at least sixty (60)
32 days but not more than ninety (90) days prior
33 to its anniversary date. However, by mutual
34 agreement between the chairmen of the respective

1 committees, this Agreement may be opened up
2 for negotiations at any time during the life of
3 this Agreement.
4

5 **Art. 36(b)** This Agreement contains all the
6 covenants, stipulations, and provisions agreed
7 upon by the parties hereto, and no agent or
8 representative of either party has authority to
9 make, and none of the parties shall be bound by
10 or be liable for, any statement, representation,
11 promise, inducement, or agreement not set forth
12 herein. Any provision in the working rules of
13 the Brotherhood with reference to the relations
14 between the Contractor and his employees not
15 expressly reaffirmed in this Agreement shall
16 be deemed to be waived, and any such rules or
17 regulations which may hereafter be adopted by
18 the Brotherhood shall have no application to the
19 work hereunder.
20

21 **Art. 36(c)** It is not the intent of the Brotherhood
22 to enter into any written or oral agreement
23 with any Contractor on terms and conditions
24 more advantageous than those contained in this
25 Agreement. However, if the Brotherhood should,
26 for any reason, enter into an agreement with
27 any other Contractor on terms and conditions
28 more advantageous to such Contractor than
29 those contained in this Agreement, then such
30 advantageous terms and conditions shall be made
31 available to all Contractors signatory hereto.
32
33
34

The preceding Agreement was negotiated at a general conference of Contractors and the Brotherhood in Nashville, TN, September 4-5, 2013, and October 1, 2013, by the following committees:

Representing the Contractors:

Ronnie Traxler, CBI Services, Inc., Chairman
David Zach, Nooter Construction Co., Secretary
Raymond Maw, CBI Services, Inc.
Sheldon Traxler, CBI Services, Inc.
Kenny Lawson, Enerfab, Inc.
James Miller, Fisher Tank Co.
Tom Hance, Nooter Construction Co.
Jerry Dawson, RECO Constructors, Inc.

Representing the Brotherhood:

Mark Vandiver, Chairman
Shon Almond
Mike West

Union Observers:

Warren Fairley, IVP, Southeast Section
Kyle Evenson, AD-AAIP/ED-CSO
Anthony Jacobs, SAIP, CSO/D-NCA
John Fultz, AIP/AD-CSO
Gary Evenson, AIP/D-CRS
William "Dusty" Garmon, IR-CSO
Edwin "Ed" Vance, D-57
Robert Hutsell, L-169

Contractor Observers:

Myron Richardson, Chattanooga Boiler & Tank Co.
Tom Shull, Chattanooga Boiler & Tank Co.
Adam Mohr, CBI Services, Inc.
Mike Suplizio, CBI Services, Inc.
David Bailey, Central Maintenance & Welding, Inc.
Mark Huff, Construction Tank Services
Kenny Hicks, Enerfab, Inc.
Andrew “Andy” Lang, Enerfab, Inc.
Rob Stokes, Fisher Tank Co.
Tim Dace, Graycor Industrial Constructors, Inc.
Chip Logue, J.J. White, Inc.
Mark Schneider, Madison Industrial
Services Team, Ltd.
Chris Strickland, Madison Industrial Services Team, Ltd.
Mike Dougherty, Matrix SME
Greg Still, Matrix SME
Adam Tussey, Matrix SME
Jeremy Rogles, Mueller Field Operations, Inc.
Mark Weiner, Mueller Field Operations, Inc.
Michael McGinnis, National Steel Erection, Inc.
Kenneth Williams, W & K Welding & Tank Erectors, Inc.
Terry Christy, Winbco Tank Co.
Donald Prox, Winbco Tank Co.

Subcommittee:

Shon Almond
Terry Christy
Kyle Evenson
Andrew Lang
Jim Miller
Ronnie Traxler
Mark Vandiver
Mike West
Dave Zack

ADDENDUM A

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

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

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

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

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

Add. A(5)(a) Execute the Agreement and Declaration of Trust establishing the National Welfare Fund;

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

Add. A(5)(c) 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 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.

ADDENDUM B

Add. B(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.”

Add. B(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.

Add. B(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 by such Trustees of a ruling from the Internal Revenue Service to the effect that the Pension Plan under said Trust qualifies under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling, contributions shall be payable as of the effective date specified in the Agreement to which this is an appendix.

Add. B(4) Employer shall furnish the Trustees with information such as the names of employees,

classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of that Trust.

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

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

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

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

In exercising or in not exercising the power and authorities herein granted, the committee shall

act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee, and/or Employer, and/or all or some of the other Employers covered by this Agreement.

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

ADDENDUM C

Add. C(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,” “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 Contractor is referred to as “Employer” and the Contractors are referred to as “Employers.”

Add. C(2) Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds and by any amendments to said Trust Agreement.

Add. C(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.

Add. C(4) Employer hereby authorizes and directs the committee in this Agreement named as representing the Contractors and, as to the future, the committee named in the then current Agreement successor to this Agreement with the Union or 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:

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

Add. C(4)(b) Exercise any rights, powers and authority given or provided by said Trust Agreement or any amendments thereto to elect, select, appoint, or to vote for one 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.

Add. C(4)(c) Exercise any and all other rights in connection with or relating to the Boilermakers Area Apprenticeship Funds 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 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.

ADDENDUM D

Rules Covering Dismantling, Demolition, Conversion, Maintenance, and Repairs

Add. D(1) Rule 1 — Definition of Maintenance and Repair.

It is agreed between the Union and the Employer that the provisions of this Addendum are applicable to maintenance, repair, replacement of parts, demolition, 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 Addendum by a signatory party to this Agreement.

When working Addendum D of the National Transient Division (NTD) Agreement in conjunction with any of the National Maintenance Agreements on a project, it is understood that all terms and conditions of the National Maintenance Agreements would apply except for the local referral or hiring section, which would be in accordance with Article 2(a), 2(b), or 2(c), whichever is applicable according to the type of work to be performed.

All terms and conditions noted above refer to wages, subsistence, and shift differential contained in the appropriate National Maintenance Agreements. Appropriate field dues are per Article 5 of this Agreement.

Add. D(2) Rule 2 — Definitions.

Add. D(2)(a) 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.

Add. D(2)(b) The word “repair,” used within the terms of this Addendum and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating conditions.

Add. D(2)(c) The word “renovation,” used within the terms of this Addendum and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

Add. D(2)(d) The term “existing facilities,” used within the terms of this Addendum 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.

Add. D(3) Rule 3 — Scope of Work.

Add. D(3)(a) The provisions of this Addendum 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 Addendum.

Add. D(3)(b) The provisions of this Addendum 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.

Add. D(3)(c) 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 this project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

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

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

Add. D(4)(a) 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 time (2) except in cases where such work is part of an employee's regular Saturday shift.

All time worked on the holidays stated in Article 21 shall be paid for at the rate of double time (2) except in cases where such work is part of an employee's regular straight time shift.

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

Add. D(4)(c) 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 Addendum, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

Add. D(4)(d) Short or irregular work shift rules in the applicable local or area maintenance and repair agreement shall apply to all work under this Addendum.

Add. D(5) Rule 5 — Continuity of Work.

Add. D(5)(a) There will be no work stoppages, strikes, or lockouts on maintenance and repair work for any reason.

Add. D(5)(b) In the event of a work stoppage due to a breakdown of negotiations, men will continue to work on maintenance and repair 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.

Add. D(6) Rule 6 — Hiring and Transfer of Men. The Employer, when performing work under the provisions of this Addendum, agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure as set forth in Article 2(a), 2(b), or 2(c) of this Agreement.

An exception to the above is that on 'other cylindrical structures' [Article 2(a)] in oil refineries and/or petrochemical plants, the hiring procedure will be: The first two (2) men (exclusive of foremen) shall be transient boilermakers, and the next two (2) men shall be local boilermakers. The next man will be a transient boilermaker followed by two (2) local boilermakers. Predicated upon job requirements, this ratio will be maintained when hiring additional men for the job.

An exception to the above-referenced ratio is that on short duration jobs of ten (10) days or less, in oil refineries and/or petrochemical plants, the first seven (7) men, excluding the foreman, shall be transient boilermakers. All other manning shall be in keeping with Rule 6.

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 (Saturday, Sunday, and holidays excepted), the Employer may employ workmen from any source.

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

Add. D(7) Rule 7 — Subsistence. Subsistence shall be paid to all employees in accordance with the provisions of the appropriate local agreement.

In the event job conditions or extenuating circumstances warrant, above Rule 7 may be modified by mutual consent of the Contractor and the Local Lodge Business Manager. However, in no circumstances will the conditions of Rule 7 be exceeded.

ADDENDUM E

Add. E(1) In the Agreement to which this is an appendix and in this appendix, the Boilermakers National Annuity Trust is referred to as “National Annuity Trust,” “Annuity Trust,” or “Trust”; the Contractor is referred to as “Employer,” and the Contractors are referred to as “Employers.”

Add. E(2) Employer agrees to be bound by the Trust Agreement entered into as of November 1, 1985, establishing the Boilermakers National Annuity 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.

Add. E(3) Payment of Employer contributions to the National Annuity 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 by such Trustees of a ruling from the Internal Revenue Service to the effect that the Annuity Plan under said Trust qualifies under Section 401(a) of the Internal Revenue code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling, contributions shall be payable as of the effective date specified in the Agreement to which this is an appendix.

Add. E(4) Employer shall furnish the Trustees with information such as the names of employees,

classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of that Trust.

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

Add. E(5)(a) Execute the Trust Agreement establishing the National Annuity Trust;

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

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

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

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

ADDENDUM F
National Transient Division
Contractor Information Form

(The following information is to be completed whenever employing new hire non-members)

Please print or type

Date: _____

Full Name: _____

Social Security #: _____

Permanent Address: _____

(Street)

(City/State/Zip)

Home Phone: (____) ____ - ____

Cell Phone: (____) ____ - ____

Date of Birth: ____ / ____ / ____

(Month/Day/Year)

Place of Birth: _____

(City/State)

Presently Employed By: _____

(Name of Contractor)

Job Location: _____

(City/State)

Date of Hire: ____ / ____ / ____

(Month/Day/Year)

Foreman's Name: _____

Phone # _____

Notes: _____

This information form should be mailed or faxed to:

Director - National Transient Division Services

100 Country Club Dr., Ste. 203

Hendersonville, TN 37075

615-824-2523

615-826-5983 (Fax)

ADDENDUM G

Primary and secondary list qualifications are defined in Sections 5.1 and 5.2 of the Uniform Referral Standards and Joint Referral Rules. The Union shall provide copies upon request from the Contractor by contacting the National Transient Division Services office at (615) 824-2523.

ADDENDUM H

A qualified construction boilermaker is defined in Section 6.1.1 of the Uniform Referral Standards and Joint Referral Rules. The Union shall provide copies upon request from the Contractor by contacting the National Transient Division Services office at (615) 824-2523.

UNION DIRECTORY

NATIONAL TRANSIENT DIVISION SERVICES (NTDS)

Mark Vandiver
AIP/AD-CSO/NTDS-Director
100 Country Club Dr., Ste. 203
Hendersonville, TN 37075
615-824-2523
615-826-5983 (Fax)

Shon Almond
IR-CSO
P. O. Box 982
Springville, AL 35146
205-305-0751
205-467-0714 (Fax)

Mike West
IR-CSO
100 Country Club Dr., Ste. 203
Hendersonville, TN 37075
615-218-0426
615-826-5983 (Fax)

CONSTRUCTION SECTOR OPERATIONS REPRESENTATIVES

Kyle Evenson
ED-CSO/AD-AAIP
753 State Ave., Ste. 570
Kansas City, KS 66101
913-371-2640
913-281-8105 (Fax)

James G. Cooksey
IR-CSO
1019 Silver Stirrup Ct.
Henderson, NV 89002
801-554-1043
702-558-2040 (Fax)

John Fultz
AIP/AD-CSO
753 State Ave., Ste., 570
Kansas City, KS 66101
913-371-2640
913-281-8105 (Fax)

William "Dusty" G. Garmon
IR-CSO
302 Lexington Dr.
Lebanon, TN 37087
615-449-1426
615-449-4980 (Fax)

Clay S. Herford
IR-CSO
87 Interstate 10 N., Ste. 102
Beaumont, TX 77707
409-813-1431
409-813-1483 (Fax)

Martin R. Stanton II
IR-CSO
122 Elmwood Dr.
Glenshaw, PA 15116
412-487-1014
412-487-1702 (Fax)

Anthony W. Palmisano
IR-CSO
3114 Bear View Ct.
Wentzville, MO 63385
636-327-3251
636-327-3435 (Fax)

Patrick R. Stefancin
IR-CSO
18500 Lake Rd., Ste. 210
Rocky River, OH 44116
440-333-0300
440-333-8448 (Fax)

CONTRACTOR DIRECTORY

COMPANIES SIGNATORY TO THE NTD AGREEMENT

A & B Welding & Construction, Inc.
8021 199th Ave. NW
Elk River, MN 55330
(763) 757-7191
(763) 213-1109 (fax)

ABCO Composite Services, Inc.
2601 S. Verity Pkwy., Bldg. 30
Middletown, OH 45044
(513) 423-8840
(513) 423-8843 (fax)

Alliance Constructors, Inc.
P. O. Box 579
Parsons, KS 67357
(620) 423-3010
(620) 423-3999 (fax)

Alloy Cladding Co., LLC
15850 Guild Ct.
Jupiter, FL 33478
(561) 625-4550
(561) 625-4560 (fax)

APComPower Inc.
200 Great Pond Dr.
Windsor, CT 06095
(860) 285-9655
(860) 285-4120 (fax)

ARB, Inc.
3500 Pegasus Dr.
Bakersfield, CA 93308
(661) 833-4400
(661) 833-4409 (fax)

Artco Fabricating U.S.A., LLC
5709 Keller Bend Dr.
St. Louis, MO 63128
(314) 842-1818
(314) 842-4074 (fax)

Associated Mechanical, Inc.
P. O. Box 2448
Shawnee Mission, KS 66201
(913) 815-1108
(913) 782-8502 (fax)

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

AZZ Welding Services, Inc.
10 S. Steuben Ave.
Chanute, KS 66720
(620) 431-4549
(620) 431-9230 (fax)

AZZ Welding Services, Inc.
2225 Skyland Ct.
Norcross, GA 30071
(678) 728-9100
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(317) 267-0572 (fax)

BMW Constructors, Inc.
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Munster, IN 46321
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(219) 922-9575 (fax)

Chester Pool Systems, Inc.
5311 Foundation Blvd.
New Albany, IN 47150
(812) 949-7333
(812) 949-7337 (fax)

Bradford Products/InSteel, LLC
710 Sunnyvale Dr.
Wilmington, NC 28412
(910) 791-2202
(910) 791-0566 (fax)

Construction & Turnaround
Services, LLC
4304 E. 36th St. N.
Tulsa, OK 74115
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(918) 437-0808 (fax)

C & C Tank Erectors, LLC
1814 Cedar Rd.
Anderson, MO 64831
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(417) 708-0944 (fax)

Construction Tank Services
1013 Railroad St.
Adrian, MI 49221
(517) 263-2200
(517) 263-2224 (fax)

CBI Services, Inc.
14107 S Route 59
Plainfield, IL 60544
(815) 439-6000
(815) 439-6001 (fax)

Corval Constructors, Inc.
1633 Eustis St.
Saint Paul, MN 55108
(651) 645-0451
(651) 642-5574 (fax)

Central Maintenance & Welding, Inc.
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Lithia, FL 33547
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(813) 737-1820 (fax)

CTI Field Services, Inc.
1 Country Club Vw. Dr., Ste. 100
Edwardsville, IL 62025
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(618) 655-0407 (fax)

Chattanooga Boiler & Tank Co.
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Chattanooga, TN 37401
(423) 266-7118
(423) 755-6708 (fax)

DELTA Nooter, Inc.
1500 S. Second St.
St. Louis, MO 63104
(314) 421-7750
(314) 421-7452 (fax)

Enerfab, Inc.
4955 Spring Grove Ave.
Cincinnati, OH 45232
(513) 641-0500
(513) 641-1821 (fax)

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

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

Fisher Tank Co.
104 Fisher Tank Dr.
Leesville, SC 29070
(803) 359-4173
(803) 957-3376 (fax)

Frank Lill & Son, Inc.
785 Old Dutch Rd.
Victor, NY 14564
(585) 265-0490
(585) 265-1842 (fax)

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

Gibraltar Chimney International
92 Cooper Ave.
Tonawanda, NY 14150
(716) 876-9195
(716) 876-9141 (fax)

Graver Tank Co.
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Holland, OH 43528
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(419) 865-1733 (fax)

Graycor Industrial Constructors, Inc.
Two Mid America Plz., Ste. 400
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(630) 684-7111 (fax)

Hamon Custodis, Inc.
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Somerville, NJ 08876
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(908) 333-2151 (fax)

Holly Construction Co.
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Belleville, MI 48111
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(734) 397-7017 (fax)

Industrial Power Systems, Inc.
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(419) 531-5320 (fax)

Industrial Tank Erecting, Inc.
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(828) 397-3187 (fax)

LinTec Corporation
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(301) 330-6788
(301) 330-6588 (fax)

International Chimney Corporation
P. O. Box 260
Buffalo, NY 14231
(716) 634-3967
(716) 634-3983 (fax)

Locke Equipment Sales Co., Inc.
15705 S. US 169 Hwy.
Olathe, KS 66062
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(913) 782-8502 (fax)

J. J. White, Inc.
101 Cirillo Cir.
New Castle, DE 19720
(302) 322-8530
(302) 322-8798 (fax)

M & D Power Constructors, Inc.
9425 Houston Ln.
Ooltewah, TN 37363
(423) 531-6343
(423) 531-6345 (fax)

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

Madison Industrial Services
Team, Ltd.
306 New Natchitoches Rd.
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(318) 387-4799 (fax)

Jersey Tank Fabricators, Inc.
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(609) 758-7988 (fax)

Madison Industrial Services
Team, Ltd.
4040 Red Bluff Rd.
Pasadena, TX 77503
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(281) 471-9353 (fax)

Kennedy Tank & Mfg. Co., Inc.
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(317) 217-1531 (fax)

Madison Industrial Services
Team, Ltd.
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Zumbrota, MN 55992
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(507) 732-7923 (fax)

Matrix SME
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Temperance, MI 48182
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(734) 847-1768 (fax)

Matrix SME
1510 Chester Pike, Ste. 500
Eddystone, PA 19022
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Miller Industrial Service Teams
(MIST)
P. O. Box 188
Morrow, OH 45152
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(513) 877-2705 (fax)

Miller Mechanical Services, Inc.
51 Walnut St.
Glens Falls, NY 12801
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(518) 792-2956 (fax)

Monarch Welding & Engineering, Inc.
23635 Mound Rd.
Warren, MI 48091
(586) 754-5400
(586) 754-9088 (fax)

Moon Fabricating Corporation
P.O. Box 567
Kokomo, IN 46903
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(765) 868-4609 (fax)

Moorhead Machinery & Boiler Co.
3477 University Ave., N.E.
Minneapolis, MN 55418
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MRL Constructors of New York, LTD.
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Massena, NY 13662
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Mueller Field Operations, Inc.
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(417) 575-9890 (fax)

Murphy Company
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St. Louis, MO 63132
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NAES Power Contractors
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Cranberry Township, PA 16066
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(724) 453-2801 (fax)

NAES Power Contractors
(West Division)
2130 N.E. Griffin Oaks St., Ste. 700
Hillsboro, OR 97124
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(503) 681-4823 (fax)

NAES Power Contractors
(Kansas City)
24 W. 15th Ave.
North Kansas City, MO 64116
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(816) 472-4302 (fax)

National Steel Erection, Inc.
1115 Industrial Dr.
Owensboro, KY 42301
(270) 926-2534
(270) 683-1960 (fax)

Nicholson & Hall Corporation
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Buffalo, NY 14204

Nooter Construction Co.
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St. Louis, MO 63104
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(314) 421-7745 (fax)

Olmsted, Inc.
P. O. Box 572
West Elizabeth, PA 15088
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Piping & Equipment Co., Inc.
P. O. Box 1065
Wichita, KS 67201
(316) 838-7511
(316) 838-2014 (fax)

Power Piping Co.
436 Butler St.
Etna, PA 15223
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(412) 323-6334 (fax)

PSF Industries, Inc.
P. O. Box 3747
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(206) 682-1070 (fax)

Pullman Power, LLC
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Quality Assurance Support
Group, LLC
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R. L. Bunch Co.
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(310) 328-3875 (fax)

RECO Constructors, Inc.
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(804) 643-3561 (fax)

Steelways, Inc.
401 S. Water St.
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(845) 562-0870 (fax)

RMF Nooter, Inc.
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Toledo, OH 43612
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(419) 727-1994 (fax)

Tank Constructors, LLC
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(314) 733-2001 (fax)

Senco Construction, Inc.
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(618) 546-1120 (fax)

Tank-Tek of Kentucky, Inc.
P. O. Box 15
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Shamrock Enterprises
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Hamilton, OH 45013
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(513) 931-9644 (fax)

The Jos. Honhorst Co.
1050 Dalton Ave.
Cincinnati, OH 45203
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(513) 721-3443 (fax)

Sonny's Pools
428 Steiner Rd.
Chillicothe, OH 45601

Trojan Industrial, Inc.
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(404) 325-0363 (fax)

Specialty Tower & Revamp
Services, Inc.
(STAR Services)
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Jacksonville, FL 32207
(904) 731-2293
(904) 551-4174 (fax)

Union Tank Erection, Inc.
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Scott, AR 72142
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(501) 961-1102 (fax)

United States Corrosion Engrs.
(USCE), Inc.
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a Division of Riley Power, Inc.
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(508) 854-4676 (fax)

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(856) 786-1993 (fax)

Wiltsie Construction Co., Inc.
735 E. Seneca St.
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(315) 343-8238 (fax)

Wachs Technical Services, Ltd
130 Performance Dr.
Belmont, NC 28012
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Winbco Tank Co.
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(641) 683-8265 (fax)

Waste Energy Solutions, LLC
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Pittsburgh, PA 15237
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(412) 931-3904 (fax)

Witherup Construction Co., Inc.
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(814) 385-6028 (fax)

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Ladd, IL 61329
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Erection, Inc.
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Springfield, MO 65803
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(417) 873-9324 (fax)

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Madison, IL 62060
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NATIONAL TRANSIENT DIVISION (NTD)
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