

NATIONAL TRANSIENT DIVISION (NTD) ARTICLES OF AGREEMENT

between the



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

and the

Signatory Employers Hereto

Effective Nov. 1, 2017 through Oct. 31, 2020



BOILERMAKER CREED

I AM A BOILERMAKER.

I AM A SKILLED CRAFTSMAN AND A MEMBER OF A TEAM.

I SERVE MY FAMILY, MY CREW, MY LOCAL, MY UNION AND MY EMPLOYER.

I SERVE A BROTHERHOOD WHOSE **EXCEPTIONAL** LEGACY SPANS OVER 130 YEARS.

I HONOR THOSE WHO CAME BEFORE ME, MY **MENTORS**.

I HONOR THEIR STRUGGLE TO PROVIDE ME WITH A UNION **OPPORTUNITY**.

I RESPECT THEIR KNOWLEDGE, LEADERSHIP AND INTEGRITY.

I WILL SHOW UP ON TIME, READY TO WORK.

I WILL GIVE QUALITY WORK FOR QUALITY PAY.

I WILL HONOR THE NEGOTIATED CONTRACT AND LET MY STEWARDS AND UNION REPRESENTATIVES DO THEIR JOBS.

I WILL BE **RESPONSIBLE** AND **ACCOUNTABLE** FOR MY ACTIONS.

I WILL DO IT RIGHT THE FIRST TIME.

I AM AN **EXCELLENT** PROBLEM SOLVER.

I AM A GUEST AT JOB SITES AND CONDUCT MYSELF ACCORDINGLY.

I AM CONSTANTLY LEARNING AND SHARING THAT **KNOWLEDGE**.

I AM ALWAYS WORKING **SAFELY** AND DEMAND THE SAME FROM THOSE AROUND ME.

I AM A GUARDIAN OF CRAFTSMANSHIP AND THE UNION WAY OF LIFE.

I AM PART OF A **BROTHERHOOD**.

I AM A BOILERMAKER.



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between the

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

(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:

Mar. 11, 1947;	Jan. 1, 1960;	Nov. 1, 1985;
Aug. 8, 1947;	Jan. 1, 1961;	Nov. 1, 1986;
Apr. 5, 1948;	Jan. 1, 1963;	Nov. 1, 1989;
Jun. 4, 1948;	Jan. 1, 1965;	Nov. 1, 1992;
Aug. 21, 1949;	Jan. 1, 1967;	Nov. 1, 1995;
Aug. 21, 1950;	Jan. 1, 1969;	Nov. 1, 1998;
Aug. 21, 1952;	Jan. 1, 1971;	Nov. 1, 2001;
Aug. 21, 1953;	Jan. 1, 1973;	Nov. 1, 2004;
Aug. 21, 1954;	Jan. 1, 1975;	Nov. 1, 2007;
Aug. 21, 1955;	Jan. 1, 1977;	Nov. 1, 2010;
Aug. 21, 1956;	Jan. 1, 1979;	Nov. 1, 2013;
Aug. 21, 1957;	Feb. 18, 1981;	Nov. 1, 2017.
Aug. 21, 1958;	Oct. 20, 1983;	

NATIONAL TRANSIENT DIVISION

ARTICLES OF AGREEMENT

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PREAMBLE

1

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

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

15 WHEREAS, the Contractor and the
16 Brotherhood recognize that this Agreement must
17 take into consideration the transitory nature of the
18 work done by the Contractor; and

19 WHEREAS, the nature of many of the
20 products of the Contractor is such that a sufficient
21 proportion of skilled and trained workers is
22 required to construct them safely, economically,
23 and well; and

24 WHEREAS, the comparatively short duration
25 of most field erection jobs compels the skilled and
26 trained workers to live a migratory life, which
27 makes it impossible to localize such construction;
28 and

1 within the bargaining unit of the Employer
2 on all job sites within the jurisdiction of this
3 Agreement. In the event of such a showing,
4 the Employer expressly waives any right to
5 condition voluntary recognition on the Union's
6 certification by the NLRB following an NLRB
7 election, unless a representation petition
8 has been filed by a Petitioner other than the
9 Employer prior to the Employer's voluntary
10 9(a) recognition. The Employer expressly
11 waives the right to seek an NLRB election
12 during the term of this contract, or any right
13 to abrogate or repudiate this contract during its
14 effective term.

15 **Art. 1(c)** Where membership is required
16 under Article 4(a), employees in the following
17 classifications need not be members of the
18 Brotherhood: civil, electrical and mechanical
19 engineers, field inspectors, timekeepers,
20 watchmen, water boys, messenger boys, and
21 office workers, provided they do not perform
22 any of the work covered by the terms of this
23 Agreement.

24 **Art. 1(d)** It is further understood that the
25 men on each job will not interfere in any way
26 with the affiliation or non-affiliation of the
27 employees of the Contractor's customer, or
28 of the owner, or with the employees of other
29 contractors.

ARTICLE 2

CLASSIFICATION OF WORK AND MANPOWER RATIOS

1
2
3 **Art. 2(a)** The work listed immediately below shall
4 be performed under the provisions of this Agreement:
5 all work in the erection of containment vessels and
6 process and surge tanks in industries other than
7 food, beverage, and pharmaceutical; stacks and stack
8 liners; water filter plants of any type, material, shape
9 or pressure, including but not limited to tower tanks;
10 other cylindrical structures; liner plates and similar
11 appurtenances; shield buildings and steel modular
12 assemblies in the nuclear industry; and desalination
13 plants. The hiring and assignment of men on the work
14 as set forth above shall be as follows:

15 **Art. 2(a)(1)** The foreman (Article 8) and the first
16 seven (7) men, including the pusher (assistant foreman),
17 shall be national transient boilermakers, and the next
18 five (5) shall be local boilermakers, if available and
19 qualified.

20 **Art. 2(a)(2)** Provided local boilermakers are
21 available and qualified, national transient boilermakers
22 and local boilermakers shall be hired alternately one
23 for one thereafter.

24 **Art. 2(a)(3)** An exception shall be made to the
25 above referenced rate on multiple tank jobs built
26 simultaneously in the same facility — regardless of
27 separate project numbers — such that the first seven
28 (7) men including the pusher (assistant foreman)
29 shall be national transient boilermakers and the next
30 three (3) shall be local boilermakers if available and

1 qualified. Provided local boilermakers are available
2 and qualified, national transient boilermakers and local
3 boilermakers shall be hired alternately one for one
4 thereafter.

5 **Art. 2(a)(4)** Another exception to the above
6 referenced ratio shall exist when it is verified that no
7 union work has been performed in a facility under any
8 Boilermaker agreement for a reasonable period of time
9 and subject to review and approval of the NTD Director.
10 Contractor shall determine for himself whether to erect
11 such a structure with a crew composed entirely of
12 national transient boilermakers or whether such crew
13 shall consist of a partial crew of national transient
14 boilermakers supplemented by local boilermakers.

15 **Art. 2(b) Tank Erection.** Due to the hazards present
16 and the skills required, certain structures shall be
17 excluded from the above provisions governing the
18 assignment of men. These structures shall include the
19 following: tower tanks; storage tanks; process and
20 surge tanks in the food, beverage, and pharmaceutical
21 industries; ethanol and/or biofuel tanks; penstocks,
22 pit liners, scroll cases, draft tubes, gates, and all
23 other work in connection with dams and locks; water
24 softeners; swimming pools; controlled environmental
25 clean rooms; isolation chambers; test rooms; glove
26 boxes; hygienically-controlled rooms; laboratories;
27 wind turbines and all components attached, including
28 the shaft/riser to support turbine and turbine blade
29 installation; standpipe; and reservoir erection work.
30 For the structures identified immediately above, the
31 Contractor shall determine for himself whether to
32 erect such structures with a crew composed entirely of

1 national transient boilermakers or whether such crew
2 shall consist of a partial crew of national transient
3 boilermakers supplemented by local boilermakers.

4 When the National Transient Division (NTD)
5 Articles of Agreement is excluded in its entirety from
6 Project Labor Agreements (PLA), except for tower
7 tank erection, the above referenced work shall be
8 performed under the provisions of Article 2(a) above.
9 This shall not apply to national agreements such as the
10 National Maintenance Agreement (NMA), National
11 Construction Agreement (NCA), National Power
12 Generation Maintenance Agreement (NPGMA), or
13 General Presidents' Project Maintenance Agreement
14 (GPPMA).

15 **Art. 2(c)** All work on boilers and in connection with
16 boilers (nuclear or fossil fired), including precipitators,
17 uptakes, downcomers, heat exchangers, condensers,
18 condenser boxes, casing and breeching or duct,
19 regardless of configuration and other appurtenances
20 (of a non-cylindrical configuration), shall be done by
21 local boilermakers under the terms of applicable local
22 or area agreement.

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

29 **Art. 2(d)** An exception to all articles listed in this
30 paragraph may exist upon recommendation of the NTD
31 Director and approval from the International President;
32 the Contractor may determine whether to perform all

1 work listed in Articles 2(a), 2(c) and Addendum D
2 of this Agreement with a crew composed entirely of
3 national transient boilermakers or whether such crew
4 shall consist of a partial crew of national transient
5 boilermakers supplemented by local boilermakers.
6 This approval will remain in effect until completion of
7 the project. Failure to adhere to the above provisions
8 shall result in loss of the Contractor's ability to use
9 this Article.

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

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

27 **Art. 2(g)** When the Contractor utilizes new
28 employees as learner helpers or helpers, the respective
29 Contractor shall continue to recall these same learner
30 helpers or helpers pursuant to Article 10 until they
31 obtain two thousand (2,000) hours verified through the

1 Boilermakers National Funds (BNF). If the referenced
2 employee is terminated for cause or refuses to rehire,
3 transfer, or travel with the respective Contractor,
4 the Contractor shall have no further commitment to
5 the employee.

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

17 **ARTICLE 3**
18 **BOILERMAKER CLASSIFICATIONS AND**
19 **REFERRAL OF MEN**

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

26 **Art. 3(b)** Local boilermakers performing main-
27 tenance and repair work in accordance with the
28 manning provisions of Articles 2(a), 2(b), 2(d) and
29 Addendum D Rule 6, when referred, shall be qualified
30 construction boilermakers with the order of referral
31 as follows (see Addendum B): When the primary

1 list is exhausted, the Contractor will accept qualified
2 applicants registered on the secondary list. When the
3 primary and secondary lists are exhausted of qualified
4 construction boilermakers, one hundred percent
5 (100%) selectivity shall be allowed from among
6 applicants listed on the Local Travelers Referral Pool.
7 If the Contractor desires certain experienced and
8 specially skilled men, he may call for such men who,
9 if available, shall be referred by the local Business
10 Manager. Such requests shall be confirmed by letter,
11 fax, or email.

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

28 **Tank Builder Qualifications:**

29 Qualified construction boilermaker, as defined in
30 Addendum C, meeting the established requirements
31 for the primary or secondary referral lists and meeting
32 the following mandatory requirements:

- 1 1) Certified in MIG or FCAW and SMAW plate
2 welding passing a tank specific all position weld
3 test administered by Common Arc or a Boilermaker
4 Signatory Contractor, or certified in tank building
5 passing the standardized tank building theory exam
6 with a seventy percent (70%) passing grade.
- 7 2) Must have satisfactorily completed the standardized
8 tank builder scaffold training.
- 9 3) Must have satisfactorily completed the standardized
10 tank builder confined space training.
- 11 Qualified construction boilermakers with two
12 thousand (2,000) verifiable hours in the field tank
13 building industry shall be considered as meeting the
14 qualifications for items 1 through 3 above.

15 **Art. 3(c)** Selection of applicants for referral by
16 the Union or initial employment by the Contractor
17 shall be on a non-discriminatory basis and shall not
18 be based on, or in any way affected by, union
19 membership, by-laws, rules, regulations, constitutional
20 provision, or any other aspect or obligation of union
21 membership, policies, or requirements.

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

26 **Art. 3(d)** Employees shall not be withdrawn from
27 the Contractor's employ without the consent of
28 the Contractor's foreman. However, if it becomes
29 necessary to withdraw any employee, the Contractor
30 shall have the right to replace such employee from
31 any source.

1 whenever employing new hire non-member
2 employees. The Contractor will mail, fax or email the
3 referenced form to the NTD Director at the address,
4 fax number or email indicated on the form or such
5 other address, fax number or email as requested by
6 the NTD Director.

7 **ARTICLE 5**
8 **DEDUCTION UNION OBLIGATION**

9 **Art. 5(a)** The Employer agrees to deduct from
10 the wages of each employee all deductions certified
11 by the Union and authorized by the employee as
12 set forth in Items 1, 3, and 4 hereunder, in uniform
13 amounts therewith established by the Union on
14 all work covered by Articles 2(a), 2(b), 2(d) and
15 Addendum D of this Agreement.

16 **Art. 5(a)(1)** Initiation or reinstatement fees of
17 an applicant for membership shall be paid in two
18 (2) equal installments starting with the first full
19 weekly pay period of the applicant. This payment
20 arrangement is for the convenience of the applicant
21 in order that, at the end of two (2) weeks, the total
22 amount of initiation or reinstatement fees will have
23 been paid and upon receipt of same by the member's
24 respective Local Lodge, the applicant, in accordance
25 with the established procedure, will then become a
26 member.

27 **Art. 5(a)(2)** National transient boilermakers shall
28 be responsible for payment of regular monthly dues
29 directly to the Local Lodge where their membership
30 is held.

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

7 **Art. 5(a)(4)** Upon presentation of a signed
8 voluntary authorization card, furnished by the
9 Union through the Contractor, the Contractor shall
10 withhold five cents (\$0.05) per hour worked for the
11 Boilermakers Campaign Assistance Fund (CAF).
12 Said deductions shall be remitted to the International
13 Secretary-Treasurer's office or other location as
14 directed by Boilermaker International no later than
15 thirty (30) days after the end of the month in which
16 the deductions accrued. The Contractor shall provide
17 the employee with a weekly payroll stub itemizing
18 the amount of such deductions. The Union holds
19 the Contractor harmless and agrees to defend the
20 Contractor fully in any litigation resulting from this
21 activity which is deemed to be a service to the Union
22 by the Contractor.

23 **Art. 5(b)** The foregoing deductions are subject to
24 receipt of an authorization on a form furnished by
25 the Brotherhood and signed by the employee. Such
26 deductions shall continue until withdrawn by written
27 notice of the employee to both the Contractor and the
28 Brotherhood or the termination of this Agreement.
29 In the event any provision of this Article is found to
30 be or in the future becomes in violation of applicable
31 laws, that provision shall become invalid, and the

1 chairmen of the respective negotiating committees
2 shall take immediate steps to bring this Agreement
3 into compliance with such laws.

4 **Art. 5(c)** Said authorization form shall be made
5 out in triplicate: the original copy to be kept by
6 the Contractor, the duplicate to be forwarded to
7 International Secretary-Treasurer's office, 753 State
8 Avenue, Suite 565, Kansas City, KS 66101, and the
9 triplicate copy to be retained by the employee.

10 **Art. 5(d)** Union obligation deductions as referred
11 to above and deducted by the Contractor shall be
12 forwarded monthly to the International Secretary-
13 Treasurer's office, 753 State Avenue, Suite 565,
14 Kansas City, KS 66101, along with an itemized
15 listing of such deductions.

16 **Art. 5(e)** The itemized listing of the aforesaid
17 field dues deductions shall include, by Local Lodge,
18 all employees employed, the number of hours worked
19 and amounts deducted therewith. Said listing shall be
20 on a weekly basis and shall be forwarded in duplicate
21 along with the amounts covering same, at intervals
22 not to exceed the number of weekly payroll periods
23 in any one calendar month.

24 **Art. 5(f)** Any provision of this Article prohibited
25 by any federal or state law shall be inoperative.

26 **Art. 5(g)** The responsibility of the Brotherhood
27 with respect to deductions above authorized is set
28 forth in the form of authorization cited in Article 5.

1 ten (10) men on the job. If conditions subsequently
2 require a change in starting date, all interested parties
3 shall be notified immediately.

4 **Art. 6(b)** The Contractor shall, prior to the
5 foreman's arrival at the job location, notify the Local
6 Lodge Business Manager, by telephone, fax or email,
7 where equipment exists. If appropriate, notice shall
8 be included in such fax or email that additional
9 boilermakers are needed. The Local Lodge Business
10 Manager shall notify the Contractor by fax or email
11 within twenty-four (24) hours whether or not he will
12 be able to supply job requirements as provided herein.

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

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

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

24 If requested by the Local Lodge Business
25 Manager or by the Contractor, a pre-job conference
26 shall be held. The Local Lodge Business Manager, the
27 Contractor representatives, and the NTD International
28 Representative in that particular area (when available)
29 will be in attendance at the pre-job conference. The

1 Contractor shall make arrangements for the meeting
2 through the Local Lodge Business Manager.

3 **ARTICLE 8**
4 **SUPERVISION**

5 **Art. 8(a) Foremen.** On work under Articles 2(a),
6 2(b), and 2(c), the foreman on each shift shall be a
7 regular employee of the Contractor and his selection
8 shall be solely the responsibility of the Contractor. No
9 other foreman shall be required on work covered by
10 Articles 2(a) and 2(b) or on work covered by Article
11 2(c) unless required by the local or area agreement.
12 The foreman may give orders to as many men as he
13 is capable of handling without additional supervisory
14 help. Final determination, however, of the size of
15 the force to be supervised lies exclusively with the
16 Contractor. Likewise, a foreman who serves as an
17 assistant to another foreman on a large job may give
18 orders directly to the men on the job.

19 **Art. 8(b) Pushers (Assistant Foremen).** Pushers
20 (assistant foremen) may be regular employees of the
21 Contractor, or the Contractor may select them from
22 among the available local boilermakers. The number
23 of pushers will be determined by the Contractor.
24 Pushers may work with the tools at the discretion of
25 the Contractor. The Contractor is entitled to require
26 that any pusher be capable of personally performing
27 any of the work done by the men over whom he will
28 have supervision, and he must have the ability and
29 show a willingness for carrying out his orders in a
30 manner satisfactory to the Contractor's foreman.

1 relating to Union security, rates of pay, assignment of
2 work, working conditions, and other matters covered
3 by this Agreement or a field construction agreement
4 in effect in the area where the work is erected which
5 has been approved by the International Brotherhood.

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

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

20 **ARTICLE 10**
21 **CLASSIFICATIONS AND QUALIFICATIONS**
22 **OF EMPLOYEES**

23 **Art. 10(a) Mechanic - Skilled.** A boilermaker is one
24 skilled in various phases of his trade including one
25 or more of the following occupations: welder (who
26 must pass currently-recognized welders' qualification
27 tests); equipment maintenance men (who dresses
28 tools, operates the tool room, if any, and keeps the
29 equipment in safe and good working condition);
30 acetylene burner; chipper; fitter gang leader; top
31 erector (who climbs and connects steel in the air);

1 riveter; caulker; heater; buckler; and moocher (who
2 inspects welding and riveting); operators of any kind
3 of inspection or testing equipment who are employees
4 of Contractor. However, full-time operators of
5 inspection or testing equipment are not counted in
6 manpower ratios as referred to in Article 2.

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

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

1 to drunkenness, substance abuse, incompetence,
2 laziness, insubordination, habitual tardiness, or
3 absenteeism), transfer, promote or demote employees,
4 lay off employees because of lack of work or for other
5 legitimate reasons, require employees to observe the
6 Contractor's rules and regulations not inconsistent
7 with this Agreement, regulate the use of all equipment
8 and other property of the Contractor, decide the
9 amount of equipment used and the number of men
10 needed, and shall be free to contract work anywhere
11 and shall decide the methods of erection and the source
12 from which material and equipment are obtained,
13 provided, however, that the Contractor will not use
14 these rights for the purpose of discrimination against
15 any employee.

16 **Art. 11(b)Unrestricted Output.** The Contractor and the
17 Brotherhood recognize the necessity of eliminating
18 restrictions and promoting efficiency and agree that
19 no rules, customs, or practices shall be permitted
20 that limit production or increase the time required to
21 do the work, and that no limitations shall be placed
22 upon the amount of work which an employee shall
23 perform during the working day, nor shall there be any
24 restrictions against the use of any kind of machinery,
25 tools, or labor-saving devices. The Brotherhood
26 will cooperate with the Company in encouraging
27 employees to observe the safety regulations which
28 shall be prescribed by the Company and to work in a
29 safe manner.

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

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

15 **Art. 13(c)** Plan "G" shall be the minimum plan for
16 national transient employees.

17 Where the locally-negotiated contribution for the
18 National Health and Welfare Fund is not sufficient to
19 maintain coverage under the G Plan, the difference,
20 when available, is to be deducted from savings,
21 vacation, or other contributions.

22 **Art. 13(d)** Where there is in effect a local
23 supplemental health and welfare plan, Article 17
24 shall apply.

ARTICLE 18
BOND REQUIREMENTS

1
2
3 All Contractors employing boilermakers under
4 this Agreement shall cause to be posted a surety bond
5 to assure proper and timely payment of the fringe
6 benefit contributions and other deductions required by
7 Articles 5, 13, 14, 15, 16, and 17 of this Agreement.

8 The minimum amount of the surety bond shall be
9 fifty thousand dollars (\$50,000.00) and is applicable
10 for all new signatory Contractors and those signatory
11 Contractors whose boilermaker man-hours total
12 100,000 or less as determined on a yearly basis. The
13 amount of the surety bond shall be eighty thousand
14 dollars (\$80,000.00) for those Contractors who work
15 over 100,000 boilermaker man-hours. The Union will
16 consider a legally authorized bank letter of credit in
17 the appropriate amounts in lieu of bond.

18 Evidence, satisfactory to the International Union,
19 of such bonding must be presented prior to the start
20 of any construction project or job and such evidence
21 shall be maintained in the office of the Director of
22 the NTD. It is agreed that the surety bond may not be
23 canceled without approval of the International Union.

24 The International Union may refuse to refer men
25 to and may withdraw men from any Contractor who
26 has not posted a bond as required under this Article
27 and such refusal or withdrawal will not constitute a
28 violation of this Agreement.

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

9 **ARTICLE 19**
10 **HOURS**

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

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

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

27 **Art. 19(d)** Work hours may be altered to meet local
28 conditions by mutual, written agreement between the
29 Local Lodge Business Manager or the NTD Director,
30 and the Contractor's representative.

1 appropriate overtime rate or an arrangement can be
2 worked out between the Contractor and the Local
3 Lodge Business Manager where two (2) shifts can be
4 worked, with each shift working four (4) straight time
5 hours and the balance of the hours at overtime.

6 On all shift work, the regular straight time
7 workweek begins with the day shift on Monday and
8 ends after each shift has worked five (5) days. A
9 holiday is the 24-hour period beginning at the regular
10 starting time of the day shift.

11 **ARTICLE 21**
12 **OVERTIME AND HOLIDAYS**

13 **Art. 21(a)** On all work, other than shift work as
14 provided in Article 20, the premium overtime rate
15 shall be as set forth in the local and area agreement
16 and shall be paid for all time worked on Saturdays,
17 Sundays, and the following holidays: New Year's
18 Day, Memorial Day (May 30th or a day agreed upon
19 in advance thereof between the Local Lodge Business
20 Manager and Contractor), Independence Day, Labor
21 Day, Thanksgiving, Christmas, and/or any other
22 holiday observed in the Boilermakers local or area
23 agreement covering the location where the work is
24 being performed, provided, however, that there is
25 other boilermaker work on the project being performed
26 under local or area rules.

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

29 **Art. 21(c)** When a holiday falls on Saturday
30 or Sunday, the day observed by the nation will
31 be observed.

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

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

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

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

21 **Art. 23(f)**On premium days, in the event an
22 employee who is already employed on the job is sent
23 home before regular starting time, he will be paid two
24 (2) hours at the straight time rate. A new employee,
25 however, will be paid in accordance with the provision
26 of Article 23(d).

27 **Art. 23(g)**The foregoing provisions shall not apply
28 when the employee has been properly notified before
29 leaving his residence not to report to work because of
30 inclement weather.

1 This allowance will be paid to employees covered
2 above on any holiday specified by this Agreement
3 that falls during the normal workweek (Monday
4 through Friday), provided the employee works the
5 first scheduled workday before and after the holiday.
6 This allowance will also be paid to employees covered
7 above on day(s) missed due to inclement weather
8 provided the employee works the first scheduled
9 workday before and after the day(s) missed due to the
10 inclement weather.

11 The foregoing provisions alleviate some of
12 the hardship imposed on all the national transient
13 boilermakers who move from job to job and in some
14 cases receive subsistence while in others they do not.

15 **ARTICLE 25**
16 **TRANSPORTATION PAY**

17 It is the intention of the parties that employment of
18 all men commences and ends at the job site. However,
19 in recognition of travel costs incurred by the men
20 before commencement and after termination of their
21 employment, the following shall govern:

22 **Art. 25(a)** When a national transient boilermaker
23 is authorized to travel at the Contractor's expense
24 from where he is to his next work or from the job
25 from which he was laid off to the point from which he
26 was hired, or his home, whichever is less, he shall be
27 allowed a transportation allowance for miles traveled
28 at the current IRS tax-free rate per mile. Transportation
29 allowance may be determined in advance, at the
30 option of the Contractor, with mileage over the most
31 direct main traveled route as determined from any
32 web-based search.

1 **Art. 25(b)** Boilermakers referred by the Local
2 Lodge having jurisdiction shall be paid transportation
3 at the rate provided for in the local or area agreement.

4 **Art. 25(c)** In order to qualify for transportation
5 in accordance with the provisions of Articles 25(a)
6 and 25(b), it is understood that all employees, unless
7 transferred sooner at the option of the Contractor,
8 (1) must remain at work on the job at least twenty
9 (20) working days, or (2) in case of jobs of less than
10 twenty (20) working days, they must remain on the
11 job for the duration thereof.

12 **Art. 25(d)** Transportation allowance will be paid
13 in the employee's third or last paycheck, whichever is
14 earlier. However, if an employee fails to comply with
15 the requirements of this Section, such allowances
16 shall be deducted from his final paycheck.

17 **Art. 25(e)** Employees who quit or are discharged
18 for just and sufficient cause before completion of a
19 job will not be entitled to return transportation.

1 **Art. 27(e)** The parties to this Agreement are
2 committed to the maintenance of a safe and efficient
3 work environment for all employees, free from the
4 effects of alcohol, illegal drugs, and other controlled
5 substances. The use or possession of alcohol or illegal
6 drugs by employees while on duty or on the job site/
7 property is prohibited. The Contractor shall have
8 the right to require drug testing, including random
9 and for-cause drug testing, of all employees as a
10 condition of employment. Costs of these tests will be
11 covered by MOST in accordance with their current
12 policies as approved by the Board of Trustees. All
13 Boilermakers working under the terms and conditions
14 of this Agreement shall adhere to MOST guidelines
15 concerning drug testing and safety training.

16 **Art. 27(f)** All employees employed on Article 2(a)
17 or 2(b) jobs shall be furnished suitable replacement
18 gloves or given a glove allowance of one dollar (\$1.00)
19 per day. The glove allowance will not be paid if gloves
20 are required by law.

21 **Art. 27(g)** Any welder who is required to take a test
22 shall be paid at the applicable rate for the time required
23 to take the test, but not less than two (2) hours pay.
24 Transportation allowance shall be paid to the place of
25 testing and to the job site, provided he passes the test, or
26 he presents satisfactory evidence of his qualifications
27 as a welder, accepts offered employment, and remains
28 on the job as specified in Article 25(c).

ARTICLE 28
UNION STEWARD AND REPRESENTATIVES

1
2

3 **Art. 28(a)** On all jobs, the Local Lodge Business
4 Manager will designate a steward, whose duties shall
5 consist of seeing that all workmen are members in
6 good standing of the Brotherhood in accordance with
7 the provisions of Article 4(a) and who will either
8 handle grievances that may arise with the foreman on
9 the project or report them to the Local Lodge Business
10 Manager and NTD International Representative.

11 **Art. 28(b)** When a steward has not been appointed
12 by the Local Lodge Business Manager or NTD
13 Director in the area where work is erected, the
14 crew on the job will designate one of their number
15 (general foreman, foreman, and pusher excluded) to
16 act as temporary steward. The steward will remain
17 on the job at all times when work is being performed
18 except when he is not qualified to perform the
19 available work.

20 **Art. 28(c)** It is understood that the steward selected
21 by the Local Lodge Business Manager will be from
22 among the employees accepted by the Contractor as
23 competent and qualified to do the work and that if it
24 is not practical to retain that person until the end of
25 the job, the Local Lodge Business Manager will be
26 notified in time to appoint a successor.

27 **Art. 28(d)** Stewards shall not, by reason of their
28 position as stewards, be exempt from the work
29 required of journeymen on the job site and shall work
30 the full day of journeymen except when engaged in

1 handling grievances of the Union or other recognized
2 duties related to the successful completion of the
3 job. The steward's decisions are subject to review
4 and revision by the Local Lodge Business Manager.
5 Stewards shall receive the regular journeyman's rate
6 of pay.

7 **Art. 28(e)** Local Lodge Business Managers and
8 International Representatives shall have access to all
9 jobs during working hours and will not unnecessarily
10 delay progress of the job. Contractors shall make all
11 necessary arrangements for the admission of such
12 representatives, subject to customer's regulations,
13 without unnecessary delay.

14 **Art. 28(f)** The International President of the
15 Union shall select the Director of the National
16 Transient Division, who shall be Chairman of the
17 National Transient Division Negotiation Committee
18 and who shall administer the terms of the National
19 Transient Division Agreement with the assistance of
20 the International Representatives and Local Lodge
21 Business Managers. The Director of the NTD shall
22 direct the NTD staff and report to the International
23 President on all matters. The location of the
24 NTD office and home point of the Director of the
25 NTD shall be subject to the approval of the
26 International President.

1 thirty (30) calendar days, the matter in dispute will be
2 submitted in writing by the Union, or by the Contractor,
3 or by both, to an arbitration committee consisting of
4 a representative of the Union, a representative of the
5 Employer, and a third member to be chosen by those
6 two (2) jointly. The decision of the majority of the
7 arbitration committee shall be final and binding on
8 the parties involved. Such decision shall be within
9 the scope and terms of this Agreement, but shall not
10 change such scope and terms; shall be rendered within
11 ten (10) calendar days from the time of reference to the
12 arbitration committee, and shall specify whether or not
13 it is retroactive and the effective date thereof.

14 If the two members of the arbitration committee
15 fail to select a neutral member within five (5)
16 calendar days, the two members already appointed
17 shall, within five (5) calendar days, call upon the
18 Federal Mediation and Conciliation Service to make
19 the third selection. In the event either Contractor or
20 Union representative fails to cooperate in calling
21 upon the Federal Mediation and Conciliation Service
22 within the said five (5) calendar days, the other
23 representative shall have the authority to make
24 such request.

25 The expenses of the third member of the
26 arbitration committee shall be borne equally by the
27 Union and the Employer. All other expenses of the
28 arbitration procedure will be borne by the party
29 incurring them.

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

1 unless either party shall, at least sixty (60) days or
2 not more than ninety (90) days prior thereto, notify
3 the other party in writing of a desire to modify or
4 terminate this Agreement. In the event, such notice
5 is given, the parties shall complete arrangements to
6 meet not later than fifteen (15) days after receipt of
7 such notice. Should an understanding not be reached
8 within thirty (30) days from the date such notice was
9 filed, the procedure outlined in Section 8 of the Labor-
10 Management Relations Act, 1947, will be followed.

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

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

The preceding Agreement was negotiated at a general conference of Contractors and the Union in Nashville, Tenn., September 6-7, 2017, by the following committees:

REPRESENTING THE CONTRACTORS:

Ron Traxler, NACBE
Contractor Chairman

Jacob Snyder, Enerfab Process Solutions & Fabricated Products, Inc.
Contractor Secretary

Sheldon Traxler, CBI Services, LLC

Raymond Maw, CBI Services, LLC

James Miller, Fisher Tank Co.

Bob Hoover, Matrix NAC

Lyndal Turner, Nooter Const. Co.

Tom Hance, Nooter Const. Co.

Jerry Dawson, RECO Constructors, Inc.

REPRESENTING THE UNION:

Michael W. West, Jr.,
Union Chairman

Monte Causey, IR-CSO
Union Secretary

Shon Almond, AD-NTDS

UNION OBSERVERS:

Warren Fairley, IVP, Southeast Section
Mark Vandiver, ED-CSO, AD-AAIP, SAIP
Anthony Jacobs, D-NCA, SAIP-CSO
William (Dusty) Garmon, IR-CSO
Tim Ruth, IR-CSO
Scott Hammond, L-105
Jacob Evenson, L-627

CONTRACTOR OBSERVERS:

Scean Cherry, APComPower, Inc.
Laurie Laube, APComPower, Inc.
Ron Mayor, APComPower, Inc.
Chad Derringer, Associated Tank Constructors, Inc.
Adam Tussey, Atlas Tank, Inc.
Myron Richardson, Chattanooga Boiler & Tank Co.
Tom Shull, Chattanooga Boiler & Tank Co.
Kevin Landfried, CBI Services, LLC
Dan Creech, Enerfab Process Solutions & Fabricated Products, Inc.
Mike Goldberg, Fisher Tank Co.
Marti Brockman, Great Arrow Builders, LLC
Mark Selbert, Great Arrow Builders, LLC
Chip Logue, J. J. White, Inc.
Joe Rodichok, Madison Industrial Services Team, Ltd.
Mark Schneider, Madison Industrial Services Team, Ltd.
Jeremy Rogles, Mueller Field Operations, Inc.
Mark Wiener, Mueller Field Operations, Inc.
Don Prox, Winbco Tank Co.
Todd Sackman, Winbco Tank Co.

SUBCOMMITTEE:

Shon Almond
Monte Causey
Jacob Snyder
Ron Traxler
Sheldon Traxler
Michael W. West, Jr.

ADDENDUM A

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: _____

EMAIL ADDRESS: _____

SOCIAL SECURITY #: _____

PERMANENT ADDRESS: _____

(City/County/State/Zip) _____

HOME PHONE: _____

CELL PHONE: _____

DATE OF BIRTH: _____

PLACE OF BIRTH: (City/State) _____

PRESENTLY EMPLOYED BY
(NAME OF CONTRACTOR): _____

JOB LOCATION: (City/State) _____

DATE OF HIRE: _____

FOREMAN'S NAME: _____

FOREMAN'S EMAIL: _____

FOREMAN'S PHONE: _____

NOTES: _____

This information form should be mailed, faxed or emailed to:

Director - National Transient Division Services
100 Country Club Dr., Ste. 203
Hendersonville, TN 37075
615-824-2523
615-826-5983 (Fax)
NTD@boilermakers.org

ADDENDUM B

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 C

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.

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), 2(c), or 2(d), 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 workday of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

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), 2(c) or 2(d) 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.

UNION DIRECTORY

NATIONAL TRANSIENT DIVISION SERVICES (NTDS)

Michael W. West, Jr.
D-NTDS, AD-CSO
100 Country Club Dr., Ste. 203
Hendersonville, TN 37075
615-824-2523
615-826-5983 (fax)

Shon Almond
AD-NTDS
P. O. Box 982
Springville, AL 35146
205-305-0751
205-467-0714 (fax)

Monte Causey
IR-CSO
P. O. Box 93
Savannah, TN 38372
615-925-1549

CONSTRUCTION SECTOR OPERATIONS REPRESENTATIVES

Mark Vandiver
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100 Country Club Dr., Ste. 203
Hendersonville, TN 37075
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505 Valley View Rd.
Langhorne, PA 19047
215-584-2277

Ronnie Dexter
IR-CSO
501 Huffman Rd., Ste. A
Birmingham, AL 35215
205-820-5022
205-820-5023 (fax)

James G. Cooksey
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1019 Silver Stirrup Ct.
Henderson, NV 89002
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702-558-2040 (fax)

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IR-CSO
302 Lexington Dr.
Lebanon, TN 37087
615-449-1426
615-449-4980 (fax)

Frank Hartsoe
IR-CSO
4510 Owendale Rd.
Chester, VA 23831
804-350-5837

Daniel McWhirter
AIP, IR-CSO
1501 Cove Trail
Porter, IN 46304
219-713-3123

David Hegeman
IR-CSO
565 JF Smith Ave., Ste. B
Slidell, LA 70460
985-641-6605
985-641-6608 (fax)

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

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

Tim Ruth
IR-CSO
10536 Roxborough Dr.
Littleton, CO 80125
303-882-7061

CONTRACTOR DIRECTORY

COMPANIES SIGNATORY TO THE NTD AGREEMENT

ABCO Composite Services, Inc.
2501 Shotwell Dr.
Franklin, OH 45005
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
175 Addison Rd.
Windsor, CT 06095
860-285-4499
860-285-4377 (fax)

Aptim Services, LLC
Aptim Twin Cities Office
1335 Corporate Ctr. Curv.
Eagan, MN 55121
651-438-1754

Aptim Services, LLC
4171 Essen Ln.
Baton Rouge, LA 70809
630-688-3993

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)

Associated Tank Constructors
(ATC), Inc.
23232 Peralta Dr., Ste. 109
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Construction & Turnaround
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NATIONAL TRANSIENT DIVISION (NTD)
ARTICLES OF AGREEMENT
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