

NATIONAL TRANSIENT DIVISION (NTD)

ARTICLES OF AGREEMENT

BETWEEN THE



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

AND THE

Signatory Employers Hereto

EFFECTIVE NOV. 1, 2010 THROUGH OCT. 31, 2013



NATIONAL TRANSIENT DIVISION
ARTICLES OF AGREEMENT
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# **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”)*

and the  
**Signatory Employers Hereto**

*(Herein referred to as “Contractor”)*

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

Effective March 11, 1946, and as amended March 11, 1947, August 8, 1947, April 5, 1948, June 4, 1948, August 21, 1949, August 21, 1950, August 21, 1952, August 21, 1953, August 21, 1954, August 21, 1955, August 21, 1956, August 21, 1957, August 21, 1958, January 1, 1960, January 1, 1961, January 1, 1963, January 1, 1965, January 1, 1967, January 1, 1969, January 1, 1971, January 1, 1973, January 1, 1975, January 1, 1977, January 1, 1979, February 18, 1981, October 20, 1983, November 1, 1985, November 1, 1986, November 1, 1989, November 1, 1992, November 1, 1995, November 1, 1998, November 1, 2001, November 1, 2004, November 1, 2007, and November 1, 2010



## 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           **Art. 2(a)(2)** Provided local boilermakers  
2 are available and qualified, national transient  
3 boilermakers and local boilermakers shall be  
4 hired alternately one for one thereafter.

5  
6           **Art. 2(a)(3)** An exception to the above  
7 referenced ratio on multiple tank jobs built  
8 simultaneously, the first seven (7) men including  
9 the pusher (assistant foreman) shall be national  
10 transient boilermakers and the next three (3) shall  
11 be local boilermakers if available and qualified.  
12 Provided local boilermakers are available and  
13 qualified, national transient boilermakers and  
14 local boilermakers shall be hired alternately one  
15 for one thereafter.

16  
17           **Art. 2(b) Tank Erection.** Due to the hazards  
18 and skills required, tower tanks, storage tanks,  
19 process and surge tanks in the food, beverage,  
20 pharmaceutical industry, ethanol and/or biofuel  
21 tanks, standpipe and reservoir erection work  
22 is excepted from the above provisions governing  
23 assignment of men and the Contractor shall  
24 determine for himself whether to erect such  
25 a structure with a crew composed entirely  
26 of national transient boilermakers or whether  
27 such crew shall consist of a partial crew of  
28 national transient boilermakers supplemented by  
29 local boilermakers.

30  
31           When the National Transient Division (NTD)  
32 Articles of Agreement is excluded in its entirety  
33 from Project Labor Agreements, except for tower  
34 tank erection, the above referenced work shall be

1 performed under the provisions of Article 2(a)  
2 above. This shall not apply to national agreements  
3 such as the National Maintenance Agreement  
4 (NMA), National Construction Agreement  
5 (NCA), National Power Generation Maintenance  
6 Agreement (NPGMA), or General Presidents  
7 Project Maintenance Agreement (GPPMA).

8  
9 **Art. 2(c)** All work on boilers and in  
10 connection with boilers (nuclear or fossil fired)  
11 including precipitators, uptakes, down comers,  
12 heat exchangers, condensers, condenser boxes,  
13 casing and breeching or duct regardless of  
14 configuration and other appurtenances (of a non-  
15 cylindrical configuration) shall be done by local  
16 boilermakers under the terms of applicable local  
17 or area agreement.

18  
19 All work in connection with electrostatic  
20 precipitators, regardless of configuration, non-  
21 cylindrical scrubbers, non-cylindrical breeching,  
22 non-cylindrical duct shall be done by local  
23 boilermakers under the terms of applicable local  
24 or area agreement.

25  
26 **Art. 2(d)** The above classifications of work  
27 [Articles 2(a), 2(b), and 2(c)] and all other  
28 provisions of this Agreement shall apply to  
29 dismantling, conversion, repair, demolition, and  
30 maintenance work except as otherwise provided  
31 in Addendum D, made a part hereof.

32  
33 **Art. 2(e)** The Contractor may use a higher  
34 ratio of local boilermakers, provided the men

1 are available. A higher ratio of national transient  
2 boilermakers may be used if competent local  
3 boilermakers are not available. Other employees  
4 may be used if neither local nor national transient  
5 boilermakers are available. However, in these  
6 situations, the Contractor shall contact the Local  
7 Lodge Business Manager or Assistant and so  
8 advise. Men employed on a job as provided  
9 herein shall not be replaced for the purpose of  
10 establishing the applicable ratios set forth above.

11

12 **Art. 2(f)** When the Contractor utilizes new  
13 employees as Learner Helpers or Helpers, the  
14 respective Contractor shall continue to recall these  
15 same Learner Helpers or Helpers pursuant to Article  
16 10 until they obtain two thousand (2,000) hours  
17 verified through the Boilermakers National Funds  
18 (BNF). If the referenced employee is terminated  
19 for cause or refuses to transfer, travel or rehire with  
20 the respective Contractor, the Contractor shall have  
21 no further commitment to the employee.

22

23 If the Learner Helper or Helper is available  
24 for work and the Contractor has employment  
25 available but refuses to rehire, transfer, or travel  
26 these individuals prior to obtaining two thousand  
27 (2,000) verified hours, the Contractor will not  
28 be allowed to utilize additional new employees  
29 as Learner Helpers or Helpers for a period  
30 of twelve (12) months. However, properly  
31 indentured apprentices/trainees referred from the  
32 out-of-work list can be utilized in lieu of Learner  
33 Helpers or Helpers in accordance with referral  
34 procedures of the applicable Local Lodge.







1 of initiation or reinstatement fees will have been  
2 paid and upon receipt of same by the member's  
3 respective Local Lodge, the applicant, in  
4 accordance with the established procedure, will  
5 then become a member.

6  
7 **Art. 5(a)(2)** National transient boilermakers  
8 shall be responsible for payment of regular  
9 monthly dues directly to the Local Lodge where  
10 their membership is held.

11  
12 **Art. 5(a)(3)** Union service charge, or field  
13 dues, starting with the first weekly pay period of  
14 all employees covered by this Agreement, will be  
15 paid on all hours for which the employee is paid  
16 at the rate established by the Union in accordance  
17 with the Local Lodge By-Laws and Constitution.

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



1           **Art. 5(b)** The foregoing deductions are subject  
2 to receipt of an authorization on a form furnished  
3 by the Brotherhood and signed by the employee.  
4 Such deductions shall continue until withdrawn  
5 by written notice of the employee to both the  
6 Contractor and the Brotherhood or the termination  
7 of this Agreement. In the event any provision of  
8 this Article is found to be or in the future becomes  
9 in violation of applicable laws, that provision  
10 shall become invalid, and the Chairmen of the  
11 respective negotiating committees shall take  
12 immediate steps to bring this Agreement into  
13 compliance with such laws.

14  
15           **Art. 5(c)** Said authorization form shall be  
16 made out in triplicate: the original copy to be kept  
17 by the Contractor, the duplicate to be forwarded  
18 to International Secretary-Treasurer's office, 753  
19 State Avenue, Suite 565, Kansas City, KS 66101,  
20 and the triplicate copy to be retained by the  
21 employees.

22  
23           **Art. 5(d)** Union obligation deductions as  
24 referred to above and deducted by the Contractor  
25 shall be forwarded monthly to the International  
26 Secretary-Treasurer's office, 753 State Avenue,  
27 Suite 565, Kansas City, KS 66101, along with an  
28 itemized listing of such deductions.

29  
30           **Art. 5(e)** The itemized listing of the aforesaid  
31 field dues deductions shall include, by Local  
32 Lodge, all employees employed, the number of  
33 hours worked and amounts deducted therewith.  
34 Said listing shall be on a weekly basis and shall

1 be forwarded in duplicate along with the amounts  
2 covering same at intervals not to exceed the  
3 number of weekly payroll periods in any one  
4 calendar month.

5  
6 **Art. 5(f)** Any provision of this Article  
7 prohibited by any Federal or State law shall  
8 be inoperative.

9  
10 **Art. 5(g)** The responsibility of the Brotherhood  
11 with respect to deductions above authorized is  
12 set forth in the form of authorization quoted in  
13 Article 5.

14  
15 **ARTICLE 6**  
16 **JOB NOTICES**

17  
18 In order to insure the satisfactory progress  
19 of each job, the following procedure will be  
20 observed by the Contractor.

21  
22 **Art. 6(a)** Furnish (by electronic mail or  
23 facsimile at the Contractors option) to the  
24 NTD Director, International Representative, and  
25 Local Lodge Business Manager, at least fifteen  
26 (15) days when possible before the start of a  
27 job, copies of job notices which must contain  
28 the following information: name of customer  
29 (owner and customer if different), complete  
30 description and exact location of job site,  
31 approximate starting date, approximate  
32 completion date, information regarding lining of  
33 tank or vessel, name of job foreman (if supplied by  
34 Contractor), the approximate number, names, and

1 Social Security numbers, if known at the time of  
2 submittal but in no case later than the first ten (10)  
3 working days, of national transient boilermakers,  
4 and the approximate number, classification, and  
5 qualifications of local boilermakers required  
6 and applicable wage rate (which shall include  
7 vacation, savings, health & welfare, pension,  
8 apprenticeship funds, and annuity pay) to be paid  
9 to employees. Only in cases where the fifteen  
10 (15) or more days' notice has been given, at least  
11 seven (7) days prior to the start of the job the area  
12 Business Manager shall notify the Contractor on  
13 a prepared form whether or not he will be able  
14 to supply the job requirements. If such notice is  
15 not received, the Contractor may assign national  
16 transient boilermakers up to the first ten (10) men  
17 on the job. If conditions subsequently require a  
18 change in starting date, all interested parties shall  
19 be notified immediately.

20

21 **Art. 6(b)** The Contractor shall, prior to the  
22 foreman's arrival at the job location, notify the  
23 Local Lodge Business Manager, by telephone,  
24 fax, or e-mail, where equipment exists. If  
25 appropriate, notice shall be included in such fax  
26 or e-mail that additional boilermakers are needed.  
27 The Local Lodge Business Manager shall notify  
28 the Contractor by fax or e-mail within twenty-  
29 four (24) hours whether or not he will be able to  
30 supply job requirements as provided herein.

31

32 In the event he is unable to supply the job  
33 requirements within forty-eight (48) hours from  
34 the time he was notified by the Contractor,

1 the foreman may supply the job requirements  
2 from other sources consistent with the terms of  
3 this Agreement.

4  
5 **Art. 6(c)** Failure to comply with Article 6 may  
6 result in suspension from the Agreement at the  
7 discretion of the International President and the  
8 Employer Chairman.

9  
10 **ARTICLE 7**  
11 **PRE-JOB CONFERENCES**

12  
13 If requested by the Local Lodge Business  
14 Manager or by the Contractor, a pre-job conference  
15 shall be held. The Local Lodge Business Manager,  
16 the Contractor representatives, and the NTD  
17 International Representative in that particular  
18 area (when available) will be in attendance at the  
19 pre-job conference. The Contractor shall make  
20 arrangements for the meeting through the Local  
21 Lodge Business Manager.

22  
23 **ARTICLE 8**  
24 **SUPERVISION**

25  
26 **Art. 8(a) Foremen.** On work under Articles  
27 2(a), 2(b), and 2(c) the foreman on each shift shall  
28 be a regular employee of the Contractor and his  
29 selection shall be solely the responsibility of the  
30 Contractor. No other foreman shall be required  
31 on work covered by Articles 2(a) and 2(b) nor  
32 on work covered by Article 2(c) unless required  
33 by the local or area agreement. The foreman may  
34 give orders to as many men as he is capable of

1 handling without additional supervisory help.  
2 Final determination, however, of the size of the  
3 force to be supervised lies exclusively with the  
4 Contractor. Likewise, a foreman who serves as an  
5 assistant to another foreman on a large job may  
6 give orders directly to the men on the job.

7  
8 **Art. 8(b) Pushers (Assistant Foremen).** Pushers  
9 (assistant foremen) may be regular employees of  
10 the Contractor, or the Contractor may select them  
11 from among the available local boilermakers.  
12 The number of pushers will be determined by the  
13 Contractor. Pushers (assistant foremen) may work  
14 with the tools at the discretion of the Contractor.  
15 The Contractor is entitled to require that any  
16 pusher be capable of personally performing any  
17 of the work done by the men over whom he will  
18 have supervision, and he must have the ability and  
19 show a willingness for carrying out his orders in a  
20 manner satisfactory to the Contractor's foreman.

21  
22 **Art. 8(c)** Where twelve (12) or less are  
23 employed on a job, the foreman will be permitted  
24 to work with the tools, if required by the Employer.  
25 Where thirteen (13) or more men are employed  
26 on a job, the foreman shall not work with the  
27 tools but shall act in a supervisory capacity. It  
28 is understood that in the performance of his function  
29 in a supervisory capacity the primary duty of a  
30 foreman is that of supervision and it is not intended  
31 that he take the place of a production worker on  
32 the job. Any work the foreman performs is for the  
33 purpose of instructing and demonstrating.

34



1 Boilermakers were assigned to and completed  
2 specific work on a specific job site.

3  
4 **Art. 9(e)** It is understood that the Contractor  
5 will not be asked to act upon any questions  
6 regarding jurisdiction which may arise within the  
7 Brotherhood itself or between the Brotherhood  
8 and any other union affiliated with the AFL-  
9 CIO, and that during the period such disputes,  
10 questions, or controversies continue, there shall  
11 be no cessation of work on account thereof.

12  
13 **ARTICLE 10**  
14 **CLASSIFICATIONS AND QUALIFICATIONS**  
15 **OF EMPLOYEES**  
16

17 **Art. 10(a) Mechanic - Skilled.** A boilermaker is  
18 one skilled in various phases of his trade including  
19 one or more of the following occupations: welder  
20 (who must pass currently recognized welders'  
21 qualification tests); equipment maintenance men  
22 (who dresses tools, operates the tool room, if any,  
23 and keeps the equipment in safe and good working  
24 condition); acetylene burner; chipper; fitter gang  
25 leader; top erector (who climbs and connects steel  
26 in the air); riveter; caulker; heater; buckler; and  
27 moocher (who inspects welding and riveting);  
28 operators of any kind of inspection or testing  
29 equipment who are employees of Contractor.  
30 However, full time operators of inspection or  
31 testing equipment are not counted in manpower  
32 ratios as referred to in Article 2.

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

16  
17           **Art. 10(c) Learner Helper.** Learner helpers may  
18 be employed for a period of ninety (90) calendar  
19 days at 65 percent of the mechanic's hourly rate.  
20 At the Contractor's discretion, after the ninety  
21 (90) calendar days probationary period, the  
22 learner helper must enter the NTD Mechanic  
23 Training Program, be advanced, or be terminated.  
24 A learner helper assists at any of the occupations  
25 performed by mechanics or helpers.

26  
27           **Art. 10(d) Mechanic Trainee.** Mechanic trainees  
28 are learner helpers that the Contractor has selected  
29 and indentured into the NTD Mechanic Training  
30 Program. The mechanic trainee is required to sign  
31 the Mechanic Training Agreement and shall fulfill  
32 all requirements of the program. Recognizing the  
33 need to train skilled boilermakers, the Contractors  
34 will make every effort to indenture and work



1 mechanic trainees on their projects in keeping  
2 with the established Mechanic Trainee Program.

3  
4 **Art. 10(e)**A boilermaker will be paid the  
5 boilermaker's rate when hired to do boilermaker's  
6 work. He may do helper's work intermittently at  
7 his boilermaker's rate of pay and may be used at  
8 any of the occupations for which he may be fitted  
9 as is considered necessary by the Contractor.

10  
11 **Art. 10(f)**The number and classification of  
12 employees required for any job or operation  
13 shall be designated by the Contractor. The final  
14 determination of whether an employee is qualified  
15 to do work is the responsibility of the Contractor.

16  
17 **ARTICLE II**  
18 **FUNCTIONS OF MANAGEMENT**

19  
20 **Art. 11(a)**In the exercise of its functions of  
21 management, the Contractor shall have the right  
22 to plan, direct, and control the operation of all  
23 its work, hire employees, direct the working  
24 forces in the field, assign employees to their jobs,  
25 discharge, suspend, or discipline for proper cause  
26 (proper causes for discharge include but are not  
27 necessarily limited to drunkenness, substance  
28 abuse, incompetence, laziness, insubordination,  
29 habitual tardiness, or absenteeism), transfer,  
30 promote or demote employees, lay off employees  
31 because of lack of work or for other legitimate  
32 reasons, require employees to observe the  
33 Contractor's rules and regulations not inconsistent  
34 with this Agreement, regulate the use of all

1 equipment and other property of the Contractor,  
2 decide the amount of equipment used, the number  
3 of men needed, and shall be free to contract  
4 work anywhere and shall decide the methods of  
5 erection and the source from which material and  
6 equipment are obtained, provided, however, that  
7 the Contractor will not use these rights for the  
8 purpose of discrimination against any employee.

9  
10 **Art. 11(b)Unrestricted Output.** The Contractor  
11 and the Brotherhood recognize the necessity of  
12 eliminating restrictions and promoting efficiency  
13 and agree that no rules, customs, or practices shall  
14 be permitted that limit production or increase the  
15 time required to do the work, and that no limitations  
16 shall be placed upon the amount of work which an  
17 employee shall perform during the working day,  
18 nor shall there be any restrictions against the use  
19 of any kind of machinery, tools, or labor savings  
20 devices. The Brotherhood will cooperate with the  
21 Company in encouraging employees to observe  
22 the safety regulations which shall be prescribed  
23 by the Company and to work in a safe manner.

24  
25 **ARTICLE 12**  
26 **WAGES**

27  
28 **Art. 12(a)**On all work performed by the  
29 Contractor, the hourly wage rates established in  
30 a local or area agreement shall be paid. Where  
31 wage rates more favorable to other contractors  
32 employing boilermakers have been established on  
33 a job site or in a specific area, such wage rates  
34 shall be applicable to National Transient Division

1 Contractors employing boilermakers on such job  
2 sites or in such specific areas also.

3  
4 **Art. 12(b)** Where helper's rate is not established  
5 in a local or area agreement, the rate for this  
6 classification will be 85 percent of the mechanic's  
7 hourly rate.

8  
9 **Art. 12(c)** Learner helpers may be employed  
10 for a period of ninety (90) days at 65 percent of  
11 the mechanic's hourly rate. After ninety (90) days  
12 and at the Contractor's discretion, learner helpers  
13 must enter the NTD Mechanic Trainee Program,  
14 be advanced, or be terminated.

15  
16 **Art. 12(d)** Mechanic trainee wages will be  
17 determined by the Contractor. The mechanic  
18 trainee rate will be greater than the 65 percent  
19 learner helper rate. Pay advancements will be  
20 determined by the Contractor and the rate will  
21 not exceed 95 percent of the mechanic's hourly  
22 rate until completion of the Mechanic Training  
23 Program.

24  
25 **Art. 12(e)** Men working off the ground on  
26 tower tanks shall receive not less than the  
27 boilermaker helper's rate of pay. If retained for  
28 sixty (60) calendar days they shall be paid the  
29 boilermaker's rate.

30  
31 **Art. 12(f)** Changes in local wage rates  
32 when agreed upon will become effective after  
33 the termination of the work contracted on the  
34 current wage rate basis, but not later than sixty

1 (60) calendar days following the effective  
2 date established by the Brotherhood for such  
3 local rates.  
4

5 The Brotherhood agrees to notify the  
6 Chairman of the Negotiating Committee for the  
7 Contractors signatory to this Agreement of all  
8 proposed negotiations. If the Contractors receive  
9 advance notice of new local hourly wage rates or  
10 notice that negotiations are to be carried on not  
11 less than forty-five (45) days prior to the effective  
12 date thereof, the new wage rates will be put into  
13 effect on said effective date.  
14

15 **ARTICLE 13**  
16 **HEALTH AND WELFARE PLAN**  
17

18 **Art. 13(a)**The Contractor shall pay into the  
19 Boilermakers National Health and Welfare Fund  
20 the amount of hourly contributions required to be  
21 paid to said Fund in local or area Agreements for  
22 each hour worked for the Contractor by all of his  
23 employees who are covered by this Agreement  
24 (including foremen). The Contractor agrees to and  
25 shall be bound by the provisions of Addendum A  
26 hereto attached relating to said Welfare Fund.  
27

28 **Art. 13(b)**Where there is in effect a local Health  
29 and Welfare Plan, the Contractor will pay into  
30 the Boilermakers National Health and Welfare  
31 Fund the amounts of contributions required under  
32 the local agreements for all hours worked by  
33 national transient employees, including foremen.  
34 However, on all local men, the Contractor will

1 pay the required contributions to the local Fund  
2 for all hours worked by such local men. In no  
3 case will the Contractor be required to pay the full  
4 obligation to both Funds.

5  
6 **Art. 13(c)** Plan “G” shall be the minimum plan  
7 for national transient employees.

8  
9 Where the locally negotiated contribution  
10 for the National Health and Welfare Fund is not  
11 sufficient to maintain coverage under the G Plan,  
12 the difference, when available, is to be deducted  
13 from savings, vacation, or other contributions  
14 normally put into employee’s paycheck.

15  
16 **Art. 13(d)** Where there is in effect a local  
17 supplemental Health and Welfare Plan, Article 17  
18 shall apply.

19  
20 **ARTICLE 14**  
21 **PENSION PLAN**  
22

23 **Art. 14(a)** The Contractor shall pay into the  
24 Boilermaker-Blacksmith National Pension Trust  
25 such amount as specified in applicable local or  
26 area agreements for the Contractor by all of his  
27 employees who are covered by this Agreement  
28 (including foremen). The Contractor agrees to  
29 and shall be bound by the provision of Addendum  
30 B attached here-to relating to said Pension Trust.

31  
32 **Art. 14(b)** When there is in effect a local  
33 pension plan, the Contractor will pay into the  
34 Boilermaker-Blacksmith National Pension Trust

1 the amount of contributions required under  
2 the local area agreements by national transient  
3 employees (including foremen). However, on all  
4 local men, the Contractor will pay the required  
5 contribution to the local pension fund as required  
6 under the local area agreements by such local  
7 men. In no case will the Contractor be required to  
8 pay the full obligation to both funds.

9  
10 **Art. 14(c)** No contribution will be paid into the  
11 Boilermaker-Blacksmith National Pension Trust  
12 for a learner helper during the first thirty (30)  
13 calendar days of their probationary period.



1       **Art. 15(e)**The Contractors 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)** Where there is in effect a local trust  
13 fund relating to the local's Development and  
14 Training Fund or local Apprenticeship Fund,  
15 Article 17 shall apply.

16  
17                                   **ARTICLE 16**  
18                                   **NATIONAL ANNUITY TRUST**

19  
20       **Art. 16(a)**The Contractor shall pay into the  
21 Boilermakers National Annuity Trust such hourly  
22 contributions as specified in applicable local or  
23 area agreements for the Contractor by all of his  
24 employees who are covered by this Agreement  
25 (including foremen). The Contractor shall provide  
26 the employee with a weekly payroll stub itemizing  
27 the amount paid to his annuity. The Contractor  
28 agrees to and shall be bound by the provisions  
29 of Addendum E attached hereto relating to said  
30 National Annuity Trust.

31  
32       **Art. 16(b)**Where there is in effect a local  
33 annuity plan, the Contractor will pay into the  
34 Boilermakers National Annuity Trust the amount



1 of contributions required under the local area  
2 agreements by national transient employees  
3 (including foremen). However, on all local men,  
4 the Contractor will pay the required contribution  
5 to the local annuity fund as required under the  
6 local area agreements by such local men. In no  
7 case will the Contractor be required to pay the full  
8 obligation to both funds.

9  
10 **Art. 16(c)** No contribution will be paid into the  
11 Boilermaker National Annuity Trust for a learner  
12 helper during the first thirty (30) calendar days of  
13 their probationary period.

14  
15 **ARTICLE 17**  
16 **OTHER FRINGE CONTRIBUTION FUNDS**

17  
18 Where there is in effect a local or area  
19 agreement in the area covered by the NTD  
20 Agreement requiring contributions to any such  
21 other Funds, excluding Industry Advancement  
22 Funds, the Contractor agrees to make the required  
23 contributions to said Fund for all hours worked by  
24 all Boilermakers covered by this agreement and  
25 to be governed by the provisions of the applicable  
26 Trust Agreement.

27  
28 **ARTICLE 18**  
29 **BOND REQUIREMENTS**

30  
31 All Contractors employing employees under  
32 this Agreement shall cause to be posted a Surety  
33 Bond to assure proper and timely payment of the  
34 fringe benefit contributions and other deductions

1 required by Articles 5, 13, 14, 15, 16, and 17 of  
2 this Agreement and its appendices.

3  
4 The minimum amount of the Surety Bond  
5 shall be fifty thousand dollars (\$50,000.00) and is  
6 applicable for all new signatory Contractors and  
7 those signatory Contractors whose Boilermaker  
8 man-hours total 100,000 or less as determined  
9 on a yearly basis. The amount of the Surety Bond  
10 shall be eighty thousand dollars (\$80,000.00)  
11 for those Contractors who work over 100,000  
12 Boilermaker man-hours. The Union will consider  
13 a legally authorized bank letter of credit in the  
14 appropriate amounts in lieu of bond.

15  
16 Evidence, satisfactory to the International  
17 Union, of such bonding must be presented prior  
18 to the start of any construction project or job and  
19 such evidence shall be maintained in the office of  
20 the Director of the NTD. It is agreed that the Surety  
21 Bond may not be canceled without approval of the  
22 International Union.

23  
24 The International Union may refuse to  
25 refer men to and may withdraw men from any  
26 Contractor who has not posted a bond as required  
27 under this Article and such refusal or withdrawal  
28 will not constitute a violation of this Agreement.

1 **ARTICLE 19**  
2 **HOURS**  
3

4 **Art. 19(a)** Working hours shall be eight (8)  
5 hours per day, forty (40) hours per week, Monday  
6 to Friday inclusive, unless otherwise provided  
7 for in local or area agreements that have been  
8 approved by the International President.  
9

10 **Art. 19(b)** The regular starting time shall be  
11 eight (8) a.m. unless changed by mutual agreement  
12 between the Local Lodge Business Manager or  
13 the NTD Director, and the job foreman.  
14

15 **Art. 19(c)** At the Contractor's option, a four-day  
16 10-hour-per-day workweek (4/10s), with a Friday  
17 make-up at straight time, can be established.  
18 In the case of a four-day workweek being  
19 instituted, the maximum five-day subsistence  
20 will be paid. Such jobs shall begin as a four-day  
21 workweek and can be changed only in accordance  
22 with Article 19(d).  
23

24 **Art. 19(d)** Work hours may be altered to meet  
25 local conditions by mutual, written agreement  
26 between the Local Lodge Business Manager or the  
27 NTD Director, and the Contractor's representative.  
28  
29  
30  
31  
32  
33  
34





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

4  
5       **Art. 21(c)**When a holiday falls on Saturday  
6 or Sunday, the day observed by the nation will  
7 be observed.

8  
9       **Art. 21(d)**Any deviation from this Article will  
10 be by mutual agreement between the Contractor,  
11 Local Lodge Business Manager, and NTD  
12 International Representative.

13  
14       **Art. 21(e)**Overtime is not to be demanded of  
15 any Contractor by any workman covered by this  
16 Agreement as a condition for employment on  
17 a job.

18  
19       **Art. 21(f)**No employee will be allowed to work  
20 more than sixteen (16) consecutive hours without  
21 an eight (8) hour break, except as mutually agreed  
22 to between the Contractor, Local Lodge Business  
23 Manager, and NTD International Representative.

24  
25       **Art. 21(g)**Employees required to work  
26 unscheduled overtime in excess of two (2) hours  
27 past the regular quitting time of their shift shall be  
28 allowed thirty (30) minutes to eat lunch without  
29 loss of pay and, if work is to continue an additional  
30 four (4) hours, they shall be allowed an additional  
31 thirty (30) minutes to eat without loss of pay.

32  
33  
34

1 **ARTICLE 22**

2 **WAITING TIME AND TRAVEL AUTHORIZATION**

3  
4 **Art. 22(a)** Reporting and travel expense  
5 authorization shall be made by the authorized  
6 company representative. On the completion  
7 of a job the company's foreman or office must  
8 immediately either authorize each man to report  
9 to a new job for rehire or inform him that the  
10 company has no work for him for the time being.

11  
12 **Art. 22(b)** The reporting date shall not be later  
13 than five (5) regular working days after the date of  
14 authorization or waiting time and subsistence will  
15 be paid after the fifth regular working day..

16  
17 **Art. 22(c)** When men are authorized by the  
18 Contractor to report to a job at another location  
19 on a certain day, but are not placed at work until  
20 a later date, they shall be paid two and one-half  
21 (2-1/2) hours at the established local rate for each  
22 normal working day after so reporting until given  
23 work or released from the job, in which case  
24 the man will be paid return transportation to his  
25 home or to the point from which he was hired,  
26 whichever is less.

27  
28 **Art. 22(d)** No waiting allowance will be made  
29 for days lost on account of unworkable weather  
30 unless already on waiting time.

31  
32 **Art. 22(e)** No waiting allowance shall be paid  
33 for days lost at any time on account of strikes.  
34

1 **ARTICLE 23**  
2 **MINIMUM PAY AND REPORTING TIME**  
3

4 **Art. 23(a)** All employees employed on work  
5 covered by Article 2(a) or 2(b) who report for  
6 work shall receive not less than two (2) hours pay.  
7 If the employee starts to work, he shall receive  
8 four (4) hours pay or be paid for the time required  
9 to remain on the job, whichever is greater. The  
10 foreman on the job, shall determine whether or  
11 not such employees will start work, and when  
12 employees shall be released in keeping with the  
13 above.

14  
15 **Art. 23(b)** If an employee is laid off after  
16 beginning the second half of his shift for any  
17 reason other than bad weather, breakdown in  
18 machinery, or any cause beyond the direct control  
19 of the Contractor, he shall receive a full day's pay  
20 at the applicable rate.

21  
22 **Art. 23(c)** Any employee who is called to work  
23 at or after the starting time of the first half of a  
24 day, shall receive four (4) hours pay, and if he  
25 continues on the second half of the day, he shall  
26 receive a full day's pay unless laid off because  
27 of bad weather, breakdown in machinery, or any  
28 cause beyond the direct control of the Contractor.

29  
30 **Art. 23(d)** Any employee who reports to work  
31 on his initial day of employment and is not given  
32 work shall receive four (4) hours pay.  
33  
34



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

6  
7           **Art. 23(f)**On premium days, in the event an  
8 employee who is already employed on the job is  
9 sent home before regular starting time, he will be  
10 paid two (2) hours at the straight time rate. A new  
11 employee, however, will be paid in accordance  
12 with the provision of Article 23(d).

13  
14           **Art. 23(g)**The foregoing provisions shall not  
15 apply when the employee has been properly  
16 notified before leaving his residence not to report  
17 to work because of inclement weather.

18  
19           **Art. 23(h)**The provisions of Articles 23(c) and  
20 23(d) shall not be applicable where the employee  
21 is tardy, voluntarily quits or lays off, in which  
22 event he shall be paid for the time actually  
23 worked or the time required to remain on the job,  
24 whichever is greater.



1 boilermakers who move from job to job and in  
2 some cases receive subsistence while in others  
3 they do not.

4  
5 **ARTICLE 25**  
6 **TRANSPORTATION PAY**

7  
8 It is the intention of the parties that  
9 employment of all men commences and ends at  
10 the job site. However, in recognition of travel  
11 costs incurred by the men before commencement  
12 and after termination of their employment the  
13 following shall govern:

14  
15 **Art. 25(a)** When a national transient boilermaker  
16 is authorized to travel at the Contractor's expense  
17 from where he is to his next work or from the  
18 job from which he was laid off to the point from  
19 which he was hired or his home, whichever  
20 is less, he shall be allowed a transportation  
21 allowance for miles traveled at the current I.R.S.  
22 tax free rate per mile. Transportation allowance  
23 may be determined in advance at the option of  
24 the Contractor with mileage over the most direct  
25 main traveled route as determined from the Rand  
26 McNally Atlas.

27  
28 **Art. 25(b)** Boilermakers referred by the  
29 local union having jurisdiction shall be paid  
30 transportation at the rate provided for in the local  
31 or area agreement.

32  
33 **Art. 25(c)** In order to qualify for transportation  
34 in accordance with the provisions of Articles 25(a)

1 and 25(b) it is understood that all employees,  
2 unless transferred sooner at the option of the  
3 Contractor, (1) must remain at work on the job at  
4 least twenty (20) working days, or (2) in case of  
5 jobs of less than twenty (20) working days, they  
6 must remain on the job for the duration thereof.

7  
8 **Art. 25(d)** Transportation allowance will be  
9 paid in the employee's third or last paycheck,  
10 whichever is earlier. However, if an employee  
11 fails to comply with the requirements of this  
12 Section, such allowances shall be deducted from  
13 his final paycheck.

14  
15 **Art. 25(e)** Employees who quit or are  
16 discharged for just and sufficient cause before  
17 completion of a job will not be entitled to  
18 return transportation.

19  
20 **ARTICLE 26**  
21 **PAY DAY**  
22

23 **Art. 26(a)** The Brotherhood recognizes that the  
24 scattered and remote location of jobs with respect  
25 to the accounting office of the Contractor requires  
26 a reasonable length of time for mail travel and  
27 payroll accounting, but expects that arrangements  
28 will be made whereby employees will not  
29 be required to wait longer than five (5) days  
30 for their paychecks, with possible exceptions  
31 in remote locations. By mutual agreement the  
32 Contractor may institute direct deposit for their  
33 employees on a voluntary basis. If the employee  
34 agrees to have their checks direct deposited,

1 Articles 26(b), 26(c), and 26(d) will apply to the  
2 check stub only.

3  
4 **Art. 26(b)** If paychecks have not been received  
5 on the job by the fifth (5th) working day  
6 (Holidays not excluded) after the pay period ends,  
7 the Contractor shall make arrangements to have  
8 the men paid on the job. Failing to do so, the  
9 Contractor will be required to pay overtime for  
10 waiting. Overtime will be computed on the basis  
11 of actual time required to wait or two (2) hours  
12 per day, whichever is less. The foregoing would  
13 not apply when extenuating circumstances exist  
14 beyond the control of the Contractor.

15  
16 **Art. 26(c)** Men discharged or laid off will be  
17 paid in full at the time of termination. Failure to  
18 do so, the Contractor will be required to pay for  
19 waiting as required by Article 26(b).

20  
21 **Art. 26(d)** Men who quit may be required to  
22 wait until the following pay day for their pay.  
23 If an employee advises the Contractor that he  
24 is quitting and so requests, his final check shall  
25 be mailed to him not later than one (1) day  
26 after payday.

27  
28 **ARTICLE 27**  
29 **WORKING CONDITIONS**

30  
31 **Art. 27(a)** Men will be allowed sufficient time  
32 not to exceed ten (10) minutes at the end of the  
33 day to put away their tools, if required, prior to  
34 quitting time.

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

6  
7           **Art. 27(c)** Reasonable sanitary facilities will be  
8 made available on all jobs.

9  
10          **Art. 27(d)** All work of the Employer shall  
11 be performed under safety conditions which  
12 must conform to Contractor, State, and Federal  
13 Regulations. When provided, employees will  
14 utilize proper safety devices and methods at all  
15 times. Repeated or serious employee violations  
16 will be considered proper cause for disciplinary  
17 action up to and including discharge.

18  
19          **Art. 27(e)** The parties to this Agreement are  
20 committed to the maintenance of a safe and  
21 efficient work environment for all employees  
22 free from the effects of alcohol, illegal drugs, and  
23 other controlled substances. The use or possession  
24 of alcohol or illegal drugs by employees while on  
25 duty or on the job site/property is prohibited. If  
26 required by a customer or law, the Contractor  
27 shall have the right to require drug testing of  
28 all employees as a condition of employment.  
29 Costs of these tests will be covered by MOST in  
30 accordance with their current policies as approved  
31 by the Board of Trustees. All Boilermakers  
32 working under the terms and conditions of this  
33 agreement shall adhere to MOST guidelines  
34 concerning drug testing and safety training.



1 the job at all times when work is being performed  
2 except when he is not qualified to perform the  
3 available work.

4  
5 **Art. 28(c)** It is understood that the Steward  
6 selected by the Local Lodge Business Manager  
7 will be from among the employees accepted by  
8 the Contractor as competent and qualified to do  
9 the work and that if it is not practical to retain that  
10 person until the end of the job, the Local Lodge  
11 Business Manager will be notified in time to  
12 appoint a successor.

13  
14 **Art. 28(d)** Stewards shall not, by reason of their  
15 position as Stewards, be exempt from the work  
16 required of journeymen on the job site and shall  
17 work the full day of journeymen except when  
18 engaged in handling grievances of the Union or  
19 other recognized duties related to the successful  
20 prosecution and completion of the job. The  
21 Steward's decisions are subject to review and  
22 revision by the Local Lodge Business Manager.  
23 Stewards shall receive the regular journeyman's  
24 rate of pay.

25  
26 **Art. 28(e)** Local Lodge Business Managers  
27 and International Representatives shall have  
28 access to all jobs during working hours and  
29 will not unnecessarily delay progress of the  
30 job. Contractors shall make all necessary  
31 arrangements for the admission of such  
32 representatives, subject to customer's regulations,  
33 without unnecessary delay.

34



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

14  
15                                   **ARTICLE 29**  
16                                   **WAGE INDUCEMENT PROGRAM**

17  
18           **Art. 29(a)** Except on building trades projects,  
19 wage inducement programs may be used on the  
20 erection of work under Articles 2(a) and 2(b).

21  
22           **Art. 29(b)** Where wage inducement programs  
23 are used, the Contractor and the Brotherhood  
24 agree to equitable cooperation during the life of  
25 this Agreement. In no case shall the total earnings  
26 of an employee be less than he would have earned  
27 at his regular hourly rate for the pay period.  
28 The Contractor shall have the responsibility of  
29 administering such programs but discrimination  
30 against any individual may be handled as a  
31 proper grievance.

32  
33  
34

1                                   **ARTICLE 30**  
2                                   **ACCIDENTS**

3  
4           **Art. 30(a)**In case of minor injuries during  
5 working hours, the Contractor will make  
6 provisions for transportation or reimburse the  
7 injured employee the current I.R.S. tax free rate  
8 per mile for repeated visits required by the doctor  
9 designated by the signatory company in the event  
10 transportation is not provided by the company;  
11 also, such injured employee will be paid for time  
12 lost due to follow up treatments if they cannot  
13 be scheduled outside of regular working hours.  
14 Any employee who is injured on the job to the  
15 extent of being unable to work the balance of the  
16 day, will be paid for the full day at his regular  
17 hourly rate.

18  
19           **Art. 30(b)** In the event of any serious  
20 or fatal accident the Contractor shall  
21 immediately notify the NTD Director, the  
22 International Representative, and the Local Lodge  
23 Business Manager.

24  
25                                   **ARTICLE 31**  
26                                   **ADJUSTMENT OF GRIEVANCES**

27  
28           **Art. 31(a)**In order to be recognized and  
29 processed under the provisions of this Article  
30 all grievances must be filed in writing with  
31 details specific to said grievance within thirty  
32 (30) days. In the event a grievance or dispute is  
33 not satisfactorily settled by the employee and  
34 his Steward and/or union representative and the

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

11  
12 **Art. 31(b)** Any questions involving the intent,  
13 application, or interpretation of Article 2 shall  
14 be referred to the joint subcommittees on work  
15 jurisdiction for decision. Questions relative to the  
16 balance of this Agreement shall be referred to the  
17 joint chairmen for decision.

18  
19 **Art. 31(c)** In the event any matter referred to  
20 the two chairmen as provided above is not settled  
21 within thirty (30) calendar days, the matter in  
22 dispute will be submitted in writing by the Union,  
23 or by the Contractor, or by both to an arbitration  
24 committee consisting of a representative of the  
25 Union, a representative of the Employer, and a  
26 third member to be chosen by those two (2) jointly.  
27 The decision of the majority of the arbitration  
28 committee shall be final and binding on the parties  
29 involved. Such decision shall be within the scope  
30 and terms of this Agreement, but shall not change  
31 such scope and terms; shall be rendered within ten  
32 (10) calendar days from the time of reference to the  
33 arbitration committee, and shall specify whether or  
34 not it is retroactive and the effective date thereof.

1 If the two members of the arbitration  
2 committee fail to select a neutral member within  
3 five (5) calendar days, the two members already  
4 appointed shall, within five (5) calendar days,  
5 call upon the Federal Mediation and Conciliation  
6 Service to make the third selection. In the event  
7 either Contractor or Union representative fails to  
8 cooperate in calling upon the Federal Mediation  
9 and Conciliation Service within the said five (5)  
10 calendar days, the other representative shall have  
11 the authority to make such request.

12  
13 The expense of the third member of the  
14 arbitration committee shall be borne equally by  
15 the Union and the Employer. All other expenses  
16 of the arbitration procedure will be borne by the  
17 party incurring them.

18  
19 Any grievance must be submitted in writing  
20 to the other party within thirty (30) calendar days  
21 of occurrence or it will be considered closed.

22  
23 **ARTICLE 32**  
24 **STRIKES OR LOCKOUTS**

25  
26 **Art. 32(a)** There shall be no strikes, slowdowns,  
27 or work suspensions of any kind during the life  
28 of this Agreement over any matter until after  
29 the procedure herein established has failed, and  
30 then only after approval has been given by the  
31 International President in conformity with the  
32 Constitution of the Brotherhood.

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

3  
4           **Art. 32(c)** Workmen will not be expected to  
5 pass through a legal and properly established  
6 picket line.

7  
8                                   **ARTICLE 33**  
9                                   **PROJECT AGREEMENT**

10  
11           **Art. 33(a)** Project Agreements covering  
12 specific jobs may be made to cover peculiar  
13 problems by mutual agreement between the Local  
14 Lodge Business Manager, NTD International  
15 Representative, a representative of the Contractor,  
16 and approved by the International President.

17  
18           **Art. 33(b)** When the National Transient  
19 Division (NTD) Agreement is excluded in its  
20 entirety from Project Agreements, all employees  
21 of the Contractor shall be paid subsistence pay in  
22 accordance with the provisions of Article 24(b) of  
23 this Agreement.

24  
25                                   **ARTICLE 34**  
26                                   **VIOLATION OF AGREEMENT**

27  
28           **Art. 34(a)** Violation, evasion, or misinterpretation  
29 of the terms of this Agreement, unless corrected  
30 and discontinued, will be sufficient cause for  
31 the cancellation of the agreement between  
32 the violating company and the International  
33 Brotherhood at any time.

1           **Art. 34(b)**Violations of these rules may  
2 subject employees individually or collectively to  
3 discipline, suspension, or discharge.  
4

5                                                   **ARTICLE 35**  
6                                                   **AGREEMENT QUALIFICATION**  
7

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

20                                               **ARTICLE 36**  
21                                               **TERMINATION OR RENEWAL**  
22

23           **Art. 36(a)**This Agreement shall continue in  
24 effect from November 1, 2010 through October  
25 31, 2013 and thereafter for successive one-year  
26 periods until amended or terminated by either  
27 party by giving to the other party notice of such  
28 termination at least sixty (60) days prior to its  
29 anniversary date. However, by mutual agreement  
30 between the Chairmen of the respective  
31 Committees, this Agreement may be opened up  
32 for negotiations at any time during the life of  
33 this Agreement.  
34

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

16  
17           **Art. 36(c)** It is not the intent of the Brotherhood  
18 to enter into any written or oral agreement  
19 with any Contractor on terms and conditions  
20 more advantageous than those contained in this  
21 Agreement. However, if the Brotherhood should,  
22 for any reason, enter into an agreement with  
23 any other Contractor on terms and conditions  
24 more advantageous to such Contractor than  
25 those contained in this Agreement, then such  
26 advantageous terms and conditions shall be made  
27 available to all Contractors signatory hereto.

28  
29           The preceding Agreement was negotiated  
30 at a general conference of Contractors and  
31 the Brotherhood in Kansas City, MO., September  
32 28-29, 2010, by the following committees:

33

34

- 1 **Representing the Contractors:**  
2 Ronnie L. Traxler, CBI Services, Chairman  
3 Dave Zach, Nooter, Secretary  
4 Mike Suplizio, CBI Services  
5 Raymond Maw, CBI Services  
6 Ken Lawson, Enerfab  
7 Jim Miller, Fisher Tank  
8 Eric Foster, Matrix  
9 Jimmy Nelson, Nooter  
10 Jerry L. Dawson, RECO

11

12 **Representing the Brotherhood:**

- 13 Mark Vandiver, Chairman  
14 Ronny Vanscoy  
15 Shon Almond  
16 Mike West

17

18 **Union Observers:**

- 19 Warren Fairley, IVP-Southeastern States  
20 J. Tom Baca, IVP-Western States  
21 Larry McManamon, IVP-Great Lakes  
22 Kyle Evenson, AD-AAIP/ED-CSO  
23 James Cooksey, IR-CSO  
24 Martin Stanton, IR-CSO  
25 Blane Tom, L-107  
26 Raymond Ventrone, L-154  
27 Robert Hutsell, L-169  
28 Richard Eller, L-363

29

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- 1 **Contractor Observers:**
- 2 Larry Jansen, ARB Inc.
- 3 Tom Shull, Chattanooga Boiler & Tank
- 4 Myron Richardson, Chattanooga Boiler & Tank
- 5 Mark Huff, Const. Tank Services
- 6 Jack Whitlow, Fisher Tank
- 7 Rob Stokes, Fisher Tank
- 8 Scott Anderson, Enerfab
- 9 Kenny Hicks, Enerfab
- 10 Cheryl A. Turinsky, Jersey Tank Fab.
- 11 Eric J. Turinsky, Jersey Tank Fab.
- 12 Ed Ducey, J.J. White Inc.
- 13 Ricky Caples, Lin Tec Corp.
- 14 Bill Stubblebine, Madison Industrial
- 15 Mark Schneider, Madison Industrial
- 16 Wayne McKey, Madison Industrial
- 17 Eric Foster, Matrix
- 18 James White, Matrix
- 19 Justin Sheets, Matrix
- 20 Matt Detelich, Mueller Field Operations Inc.
- 21 Arron Owen, Mueller Field Operations Inc.
- 22 Mark Wiener, Mueller Field Operations Inc.
- 23 Don Halferty, Winbco Tank
- 24 Terry Christy, Winbco Tank
- 25 Ken Williams, W&K Welding & Tank
- 26
- 27 **Subcommittee:**
- 28 Mark Vandiver
- 29 Shon Almond
- 30 Mike West
- 31 Ronnie Traxler
- 32 Dave Zack
- 33 Jim Miller
- 34

## 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 is 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 petro chemical plants, the hiring procedure will be: The first two men (exclusive of foremen) shall be transient boilermakers and the next two men shall be local boilermakers. The next man will be a transient boilermaker followed by two 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 six (6) days or less in oil refineries and/or petro chemical plants, the first five (5) 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: _____

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This information form should be mailed or faxed to:

Boilermakers NTD Director  
5280 Old Springville Rd Ste 200  
Pinson AL 35126  
205-856-9080 (Office); 205-856-9081 (Fax)

# 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)

Ronny Vanscoy  
IR-CSO  
Rte. 2 Box 464  
Point Pleasant, WV 25550  
304-675-7662  
304-675-6332 (Fax)

Shon Almond  
IR-CSO  
2109 Brewster Rd.  
Birmingham, AL 35235  
205-305-0751  
205-853-2034 (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 Avenue, Ste. 570  
Kansas City, KS 66101  
913-371-2640  
913-281-8105 (Fax)

James G. Cooksey  
IR-CSO  
1949 Springfield Dr  
South Jordan UT 84095  
801-254-9644  
801-302-9796 (Fax)

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

William "Dusty" G. Garmon  
IR-CSO  
302 Lexington Dr  
Lebanon TN 37087-4263  
615-449-1426  
615-449-4980 (Fax)

Clay S. Herford  
IR-CSO  
PO Box 94  
Vidor TX 77670-0094  
409-681-9512  
409-681-9512 (Fax)

Steve Speed  
SAIP  
155 Raccoon Branch Rd  
Jasper AL 35504-3438  
205-387-7051  
205-384-9247 (Fax)

Anthony Smarra  
IR-CSO  
3201 McKnight East Drive  
Pittsburgh, PA 15237  
412-367-1007  
412-367-1445 (Fax)

Fred Fields  
IR-CSO  
2153 Hartvickson Lane  
Valley Springs, CA 95252  
209-772-1335

Dennis H. King  
AIP  
10037 Briarcliff Dr S  
Mobile AL 36608-8498  
251-633-4419  
251-633-4419 (Fax)

Martin R. Stanton II  
IR-CSO  
3201 McKnight East Dr  
Pittsburgh PA 15237-6423  
412-367-1007  
412-367-1445 (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 Avenue Northwest

Elk River, MN 55330

(763) 757-7191

(763) 213-1109 (Fax)

APComPower Inc.

200 Great Pond Drive

Windsor, CT 06095

(860) 285-9655

(860) 285-4120 (Fax)

ABCO Composite Services, Inc.

2601 South Verity

Parkway, Building 30

Middletown, OH 45044

(513) 423-8840

(513) 423-8843 (Fax)

Aquilex Welding Services, Inc.

10 South Steuben

Chanute, KS 66720

(620) 431-4549

(620) 431-9230 (Fax)

All State Tank Company, Inc.

511 Industrial Road A

Grove, OK 74346

(918) 787-2600

(918) 787-2601 (Fax)

Aquilex Welding Services, Inc.

2225 Skyland Court

Norcross, GA 30071

(678) 728-9100

Alliance Constructors

P. O. Box 579

Parsons, KS 67357

(620) 423-3010

(620) 423-3999 (Fax)

ARB, Inc.

26000 Commercentre Drive

Lake Forest, CA 92630

(949) 454-7100

(949) 595-5525 (Fax)

Alloy Cladding Co., LLC

15850 Guild Court

Jupiter, FL 33478

(561) 625-4550

(561) 625-4560 (Fax)

Artco Fabricating U.S.A., LLC

5709 Keller Bend Drive

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)

CBI Services, Inc.  
1000 Remington  
Boulevard, Suite 105A  
Bolingbrook, IL 60440  
(630) 378-7741  
(630) 378-7702 (Fax)

Atlantic Plant Maintenance  
3225 Pasadena Boulevard  
Pasadena, TX 77503  
(713) 475-4521  
(713) 740-8032 (Fax)

Central Maintenance & Welding, Inc.  
2620 Keysville Road  
Lithia, FL 33547  
(813) 737-1402  
(813) 737-1446 (Fax)

BMW Constructors, Inc.  
P. O. Box 22210  
Indianapolis, IN 46222  
(317) 267-0400  
(317) 267-0572 (Fax)

Chattanooga Boiler & Tank Co.  
P. O. Box 110  
Chattanooga, TN 37401  
(423) 266-7118  
(423) 755-6708 (Fax)

BMW Constructors, Inc.  
420 Superior Avenue  
Munster, IN 46321  
(219) 922-5000  
(219) 922-9575 (Fax)

Chester Pool Systems  
3511 Foundation Boulevard  
New Albany, IN 47150  
(812) 949-7333  
(812) 949-7337 (Fax)

Bradford Products, LLC  
710 Sunnyvale Drive  
Wilmington, NC 28412  
(910) 791-2202  
(910) 791-0566 (Fax)

Construction & Turnaround  
Services, LLC  
4304 East 36th Street North  
Tulsa, OK 74115  
(918) 437-4400  
(918) 437-0808 (Fax)

Caldwell Tanks, Inc.  
P. O. Box 35770  
Louisville, KY 40232  
(502) 964-3361  
(502) 966-8732 (Fax)

Construction Tank Services  
1013 Railroad Street  
Adrian, MI 49221  
(517) 263-2200  
(517) 263-2224 (Fax)

Corval Constructors, Inc.  
1633 Eustis Street  
Saint Paul, MN 55108  
(651) 642-5891  
(651) 642-5574 (Fax)

Fisher Tank Company  
104 Fisher Tank Drive  
Leesville, SC 29070  
(803) 359-4173  
(803) 957-3376 (Fax)

CTI Field Services, Inc.  
6100 Center Grove Road  
Edwardsville, IL 62025  
(618) 655-0010  
(618) 655-0407 (Fax)

Frank Lill & Son, Inc.  
656 Basket Road  
Webster, NY 14580  
(585) 265-0490  
(585) 265-1842 (Fax)

Delta Nooter, Inc.  
1500 South Second Street  
St. Louis, MO 63104  
(314) 421-7750  
(314) 421-7452 (Fax)

Frebco, Inc.  
3350 Kettering Boulevard  
Dayton, OH 45439  
(937) 293-6167  
(937) 293-1321 (Fax)

Enerfab, Inc.  
4955 Spring Grove Avenue  
Cincinnati, OH 45232  
(513) 641-0500  
(513) 482-7618 (Fax)

General Engineering Corporation  
5205 East Adamo Drive  
Tampa, FL 33619  
(813) 623-2675  
(813) 626-1641 (Fax)

F & B Steel Erectors, Inc.  
331 Airport Road  
Sutton, WV 26601  
(304) 765-2999  
(304) 765-2997 (Fax)

Gibraltar Chimney International  
92 Cooper Avenue  
Tonawanda, NY 14150  
(716) 876-9195  
(716) 876-9141 (Fax)

Fisher Tank Company  
3131 West Fourth Street  
Chester, PA 19013  
(610) 494-7200  
(610) 485-0157 (Fax)

Graver Tank Company  
10559 Geiser Road  
Holland, OH 43528  
(419) 865-1731  
(419) 865-1733 (Fax)

H2O Steel Fabricators & Erectors  
2000 Howard Road  
Waxahachie, TX 75165  
(972) 938-2730  
(469) 517-0883 (Fax)

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

Hamon Custodis, Inc.  
P. O. Box 1500  
Somerville, NJ 08876  
(908) 333-2000  
(908) 333-2151 (Fax)

J. H. Kelly, LLC  
P.O. Box 2038  
Longview, WA 98632  
(360) 423-5510  
(360) 423-8896 (Fax)

Holly Construction Co., Inc.  
5800 Belleville Road  
Belleville, MI 48111  
(734) 397-0040  
(734) 397-7017 (Fax)

J. J. White, Inc.  
736 Grantham Lane  
New Castle, DE 19720  
(302) 322-8530  
(302) 322-8798 (Fax)

Industrial Power Systems, Inc.  
1650 Indian Wood Circle  
Maumee, OH 43502  
(419) 531-3121  
(419) 531-5320 (Fax)

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

Industrial Service & Repair, Inc.  
P. O. Box 2038  
Superior, WI 54880  
(715) 398-7661  
(715) 398-9638 (Fax)

Jersey Tank Fabricators, Inc.  
P. O. Box 257  
Cream Ridge, NJ 08514  
(609) 758-7670  
(609) 758-7988 (Fax)

Industrial Tank Erecting, Inc.  
P. O. Box 580  
Hildebran, NC 28637  
(828) 397-3231  
(828) 397-3187 (Fax)

Kennedy Tank & Mfg. Co., Inc.  
P. O. Box 47070  
Indianapolis, IN 46247  
(317) 787-1311  
(317) 217-1531 (Fax)



LinTec Corporation  
P. O. Box 83668  
Gaithersburg, MD 20883  
(301) 330-6788  
(301) 330-6588 (Fax)

Madison Industrial  
Services Team, Ltd.  
4040 Red Bluff  
Pasadena, TX 77053  
(281) 842-9353  
(281) 471-9353 (Fax)

Locke Equipment Sales Co., Inc.  
1917 East Spruce Street  
Olathe, KS 66062  
(913) 782-8500  
(913) 782-8502 (Fax)

Matrix Service Industrial  
Contractors, Inc.  
6945 Crabb Road  
Temperance, MI 48182  
(734) 847-4605  
(734) 847-1768 (Fax)

Lopez & Associates, Inc.  
7975 Industrial Drive  
Forest Park, IL 60130  
(708) 386-8050  
(708) 771-1990 (Fax)

Matrix Service Industrial  
Contractors, Inc.  
1510 Chester Pike, Suite 500  
Eddystone, PA 19022  
(610) 876-9292  
(610) 876-5902 (Fax)

M & D Power Constructors, Inc.  
7625 Unity Road  
Tuscaloosa, AL 35401  
(205) 750-8151  
(205) 750-0115 (Fax)

Mid-Atlantic Boiler & Chimney, Inc.  
P. O. Box 159  
Nitro, WV 25143  
(304) 204-1370 Ext 10  
(304) 204-1374 (Fax)

Madison Industrial  
Services Team, Ltd.  
705 Club Lane, Suite 103  
Conway, AR 72034  
(501) 513-9088  
(501) 325-2528 (Fax)

Miller Industrial Service  
Teams (MIST)  
P. O. Box 188  
Morrow, OH 45152  
(513) 877-2708  
(513) 877-2705 (Fax)

Miller Mechanical Services, Inc.  
P. O. Box 504  
Glens Falls, NY 12801  
(518) 792-0430  
(518) 792-2956 (Fax)

MRL Constructors of  
New York, LTD.  
P. O. Box 6354  
Massena, NY 13662  
(315) 769-1241  
(315) 769-2008 (Fax)

Midnight Boiler Works, Inc.  
P. O. Box 489  
Satsuma, AL 36572  
(251) 675-2550  
(251) 675-2671 (Fax)

Mueller Field Operations, Inc.  
P. O. Box 6263  
Springfield, MO 65801  
(417) 575-9752  
(417) 575-9890 (Fax)

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

Murphy Company  
1233 North Price Road  
St. Louis, MO 63132  
(314) 692-1642  
(314) 692-1520 (Fax)

Moon Fabricating Corporation  
P. O. Box 567  
Kokomo, IN 46903  
(765) 459-4194  
(765) 452-6090 (Fax)

NAES Power Contractors  
(East Division)  
167 Anderson Road  
Cranberry Township, PA 16066  
(724) 453-2800  
(724) 453-2801 (Fax)

Moorhead Machinery & Boiler Co.  
3477 University  
Avenue Northeast  
Minneapolis, MN 55418  
(612) 789-3541  
(612) 789-3540 (Fax)

NAES Power Contractors  
(Kansas City)  
24 West 15th Avenue  
North Kansas City, MO 64116  
(816) 472-4300  
(816) 472-4302 (Fax)

NAES Power Contractors  
(West Division)

2130 Northeast Griffin  
Oaks Street, Suite 700  
Hillsboro, OR 97124  
(503) 681-4664  
(503) 681-4823 (Fax)

Piping & Equipment Co., Inc.

P. O. Box 1065  
Wichita, KS 67201  
(316) 838-7511  
(316) 838-2014 (Fax)

National Steel Erection, Inc.

P. O. Box 1772  
Owensboro, KY 42302  
(270) 926-2534  
(270) 683-1960 (Fax)

Pridgen Tank Construction, Inc.

1086 Ernest Pridgen Road  
Wray, GA 31798  
(912) 359-2216  
(912) 359-3865 (Fax)

Nicholson & Hall Corporation

41 Columbia Street  
Buffalo, NY 14204  
(716) 854-8100  
(716) 854-3212 (Fax)

PSF Industries, Inc

P.O. Box 3747  
Seattle, WA 98124  
(206) 622-1252  
(206) 682-1070 (Fax)

Nooter Construction Company

1500 South Second Street  
St. Louis, MO 63104  
(314) 421-7600  
(314) 421-7745 (Fax)

Pullman Power, LLC

P. O. Box 33420  
Kansas City, MO 64120  
(816) 231-7400  
(816) 241-8092 (Fax)

Olmsted, Inc.

P. O. Box 572  
West Elizabeth, PA 15088  
(412) 384-2161  
(412) 384-2169 (Fax)

Quality Assurance

Support Group, LLC

P. O. Box 1339  
LaPorte, TX 77572  
(281) 307-1000  
(281) 307-1005 (Fax)

R. L. Bunch Company  
1419 Plaza Del Amo  
Torrance, CA 90501  
(310) 320-6111  
(310) 328-3875 (Fax)

Specialty Tower & Revamp  
Services (STAR Services)  
1547 Shirl Lane  
Jacksonville, FL 32207  
(904) 731-2293  
(904) 551-4174 (Fax)

RECO Constructors, Inc.  
P. O. Box 25189  
Richmond, VA 23260  
(804) 644-2611  
(804) 643-3561 (Fax)

Stebbins Engineering & Mfg. Co.  
363 Eastern Boulevard  
Watertown, NY 13601  
(315) 782-3000  
(315) 782-0481 (Fax)

RMF Nooter, Inc.  
915 Matzinger Road  
Toledo, OH 43612  
(419) 727-1970  
(419) 727-1994 (Fax)

Steelways, Inc.  
401 South Water Street  
Newburgh, NY 12553  
(845) 562-0860  
(845) 562-0870 (Fax)

Senco Construction, Inc.  
P. O. Box 651  
Robinson, IL 62454  
(618) 546-1485 ext 103  
(618) 546-1120 (Fax)

Tank Service, LLC  
202 Hansen Court  
Newark, DE 19713  
(302) 737-4173  
(302) 737-4177 (Fax)

Shamrock Enterprises  
11849 Paddys Run Road  
Hamilton, OH 45013  
(513) 931-9641  
(513) 931-9644 (Fax)

Tank-Tek of Kentucky, Inc.  
P. O. Box 15  
Philpot, KY 42366  
(270) 729-9106  
(270) 729-2320 (Fax)

Sonny's Pools  
428 Steiner Road  
Chillicothe, OH 45601  
(740) 775-5568  
(740) 773-6978 (Fax)

The Jos. Honhorst Company  
1050 Dalton Avenue  
Cincinnati, OH 45203  
(513) 721-3074  
(513) 721-3443 (Fax)

Trojan Industrial, Inc.  
2754 Harrington Drive  
Decatur, GA 30033  
(678) 640-4633  
(404) 325-0363 (Fax)

Waste Energy Solutions, LLC  
3000 McKnight East Drive  
Pittsburgh, PA 15237  
(412) 364-1281  
(412) 931-3904 (Fax)

Union Tank Erection, Inc.  
8803 Highway 161 South  
Scott, AR 72142  
(501) 961-2501  
(501) 961-1102 (Fax)

Welding House  
3421 East Cleveland Street  
Ladd, IL 61329  
(815) 894-2165

United States Corrosion  
Engrs.(USCE), Inc.  
800 Railroad Street  
Joliet, IL 60436  
(815) 723-6363  
(815) 726-1755 (Fax)

Wiltsie Construction Co., Inc.  
735 East Seneca Street  
Oswego, NY 13126  
(315) 342-1880  
(315) 343-8238 (Fax)

W & K Welding & Tank  
Erectors, Inc.  
P. O. Box 5481  
Delanco, NJ 08075  
(856) 764-1210  
(856) 786-1993 (Fax)

Winbco Tank Company  
P. O. Box 618  
Ottumwa, IA 52501  
(641) 683-1855  
(641) 683-8265 (Fax)

Wachs Technical Services, LTD  
130 Performance Road  
Belmont, NC 28012  
(704) 967-0187  
(704) 967-0197 (Fax)

Witherup Construction Co., Inc.  
P. O. Box 1484  
Youngstown, OH 44501  
(330) 744-8872  
(814) 385-6028 (Fax)

Witherup Fabrication  
& Erection, Inc.

P. O. Box 55  
Kennerdell, PA 16374  
(814) 385-6601  
(814) 385-6028 (Fax)

WMC Mechanical, Inc.

1820 North Nias Avenue  
Springfield, MO 65803  
(417) 873-9300  
(417) 873-9324 (Fax)

Wright Industrial, Inc.

934 State Street  
Madison, IL 62060  
(618) 452-6133  
(618) 452-7095 (Fax)

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