WESTERN STATES

ARTICLES OF AGREEMENT

between the

International Brotherhood of

Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers

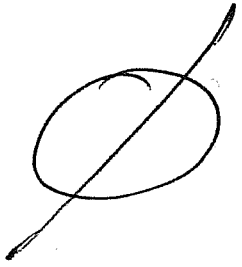
AFL-CIO

and the

Signatory Contractors

2007 2008

Effective October 1, ~~2004~~ through September 30, ~~2007~~



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Articles of Agreement

between the

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

(Herein referred to as "Union")

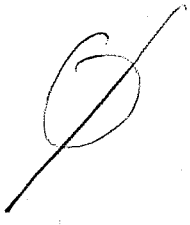
and the

Signatory Contractors

(Herein referred to as "Contractor")

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

Effective October 1, 2004
Terminating September 30, 2007



WESTERN STATES

ARTICLES OF AGREEMENT

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PREAMBLE

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

ARTICLE 1
SCOPE AND PURPOSE OF AGREEMENT

This Agreement shall apply exclusively to the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming; and within such area this Agreement shall apply to all of Contractor's field construction work (including construction, erection, rigging, loading, and unloading field fabrication, assembling, dismantling, and repairing performed in the field) coming under the jurisdiction of the Union.

ARTICLE 2
RECOGNITION

The Contractor recognizes the Union as the sole collective bargaining agent for all of its employees employed on work covered by the scope of this Agreement.

ARTICLE 3
UNION SECURITY

ART. 3(a) All employees performing work under terms of this Agreement must be, or

become and remain, members of the Union on the eighth (8th) day after the effective date of this Agreement as a condition of continued employment in accordance with the provisions of the National Labor Relations Act.

Art. 3(b) When the Contractor is notified by the Union in writing that an employee is delinquent in the payment of Union dues or has failed to make proper application and pay the initiation fee required, the Contractor shall immediately terminate such employee. Such employee shall not be re-employed by the Contractor during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union.

Art. 3(c) This Article shall be effective only in those states permitting Union Security.

Art. 3(d) In the event the parties subsequent to the signing of this Agreement, are authorized under provisions of the Labor Management Relations Act, or it is possible by reason of an amendment or repeal thereof, to enter into an agreement requiring membership in the Union as a condition of employment, or in the event it is determined by a final judgment of a court of competent jurisdiction that such authorization is unnecessary, either party may give written notice to the other of its desire to reopen the provisions of this Agreement

affecting Union security. In the event such notice is given, the parties shall meet within fifteen (15) days to negotiate such Union security provisions.

Article 4
Trade Jurisdiction and Work Classification

Art. 4(a) Interpretation of Article 1 as applicable to loading and unloading. In accordance with the Agreement reached at the settlement of contract negotiations in 1965, there has been submitted by International Vice President James F. Precht, the following:

Art. 4(b) "It shall be within the Boilermakers' jurisdiction that the unloading and loading of materials which the Boilermakers are to erect; if such materials are shaken out, separated, segregated, and stored for any period of time. When said material is again loaded and unloaded on a conveyance and transported to the job for erection it shall be unloaded and erected by the Boilermakers."

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

Art. 4(d) The Union wishes only to protect and not to expand, its historical jurisdiction over unloading and loading of Boilermaker materials. Also, the Union's claims are not

extended to apply to material that is in transshipment at a transfer point.

Art. 4(e) The Contractor agrees that he will not sub-contract such work for the purpose of encroaching on the historical jurisdiction of the Union.

Art. 4(f) In the event a disagreement or dispute arises with regard to the historical jurisdiction as outlined in the Union's claim, each specific case may be processed between the Union and such Contractor involved in accordance with the governing language of the Agreement.

Art. 4(g) The work of the Boilermaker (Journeyman or Mechanic) shall include: Boilermaking, Welding, Acetylene Burning, Signaling, Loading, Unloading, Heating, Chipping, Caulking, Rigging, Riveting, Bucking-up, Fitting-up, Grinding, Scaffold Erecting, Reaming, Impact Machine Operating and such other work as is generally regarded as Boilermaker (Journeyman or Mechanic) work. Any employee classified as a Boilermaker shall perform any of the foregoing work of which he is capable.

Art. 4(h) The Union, the Contractor and Subcontractors agree that in the event any jurisdictional dispute shall arise, such dispute shall be settled in accordance with the procedures established by the Impartial

Jurisdictional Disputes Board for the Construction Industry (or its successor organization) without permitting the same to interfere in any way with the progress or prosecution of the work. Both parties agree to be governed by whatever decision must be rendered.

Art. 4(i) When requested by the Union, the Contractor shall furnish the International office of the Union a signed letter on Company stationery, stating that Boilermakers were employed on a specific type of work on a given project.

Article 5
Job Site Contracting

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

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

ARTICLE 6
REFERRAL OF MEN

ART. 6(a)(1) The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened,and qualified field construction boilermakers, boilermaker apprentices, and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen certification or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued shall be considered available for referral and employment.

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

ART. 6(a)(3) The Contractor shall hire and the Union shall refer qualified applicants on a non discriminatory basis. The Contractor and the Union shall not discriminate against any employee or applicant for employment because of age, race, sex, color, creed, nationality, membership, or non-membership in any Union. The Contractor shall have the right to determine the competency and qualifications of its employees, including the right to require proper written evidence of qualifications from the Union; the right to reject any applicant for employment who is unable to thus establish his qualifications and skill necessary to perform the work required or for any other bonafide reason; and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.

ART. 6(a)(4) Due to the intermittent nature of field work it is understood that continuous employment by a Contractor is not broken so long as the layoff between jobs does not exceed five (5) working days.

ART. 6(a)(5) The Contractor, in case of an emergency occurring during the night or over a weekend, requiring immediate attention, shall first contact the local Business Manager or Dispatcher, shall have the right to hire employees qualified to perform the work covered by this Agreement for a period of the emergency and in the event shall notify the Union of the names of the employees and the date of their hiring. [See Article 30, Item 6.]

ART. 6(a)(6) Layerout. When a Contractor calls for a layerout for field work and a referral applicant is furnished in answer to such call and performs layout work normally performed in the shop, the employee shall be con-

sidered a premium employee and receive the Foreman's rate while performing such work.

ART. 6(a)(7) When actual production or erection commences at the job site, a qualified applicant shall then be requested from the Local Union's Referral List, or an employee originally obtained from that list may be transferred from another job, to work with the Foreman and/or Assistant Foreman.

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

ART. 6(b) Welder Qualifications

ART. 6(b)(1) A welder required to take a test who has been previously tested and certified by a Contractor within the last 24 month period and any other welder who passes the test successfully, shall be paid four (4) hours pay or the time required to take the test, whichever is greater, provided that he accepts employment for the work for which he was tested. Such payment is to be made on the first payday following such employment.

ART. 6(b)(2) It is understood that the welder is to be placed on the payroll or released no later than the second working day following

the day on which he was tested. If such welder refuses employment for the work for which he was tested or if he quits for other than compelling personal reasons prior to the first payday, he shall not receive payment for taking the test.

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

ART. 6(b)(4) Common Arc. It remains the intention of the Western States Chairmen and Joint Negotiating Committee that the Common Arc Welder Testing Program is the program of choice for the testing of welders. Further, and consistent with National Joint Rules and Standards Committee Understandings, regarding the referral of welders under National, Area and Local Agreements, the following procedure will be adhered to when referring welders to worksites coming under the terms of this Agreement.

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

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

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

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

1. Foreman - By Employer (from anywhere)
2. Steward - By Local Lodge having jurisdiction
3. Foreman, Assistant Foreman, or Name Select - By Employer (from anywhere)
4. Out-of-Work List - Per Local Lodge Referral Rules
5. Foreman, Assistant Foreman, or Name Select - By Employer (from anywhere)
6. Manpower requisitions (6 through 40) will be on a four-to-one basis [four per the Local Lodge Referral Rules (slots 6, 7, 8, and 9)] and one by Employer Name Select from anywhere (slot 10). Name Selects shall be awarded in the aforementioned manner only for all manpower requisitions exceeding slots 10 through 40. The Employer shall ensure all General Foremen, Foremen, Assistant Foremen, and Name Selects are practical mechanics of the Boilermaker Trade. Manpower requisitions starting with slot 41 will be assigned from the "A" Out-of-Work List on a one-to-one basis (slot 41 - Local Lodge Referral Rules, slot 42 - Employer Name Select).

ART. 6(c)(1) When Name Select employees are reassigned from one job to another within the Western States area, all reimbursement will be per Article 12 of this Agreement. Refusal of an employee to accept a reassignment shall not be cause for discharge or deemed to be a quit. The intent of this language is that if an employee refuses a reassignment it is deemed to be a layoff. Layoff slip to read accordingly.

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

ART. 6(c)(3) Reduction of Crew. When reducing the crew, the Contractor determines which individuals shall be laid off. However, Name Select employees shall be laid off per the same ratio allowed in a 6(c) Selectivity.

ARTICLE 7
HOURS OF WORK

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

ART. 7(b) When circumstances warrant, the Contractor and Business Manager may agree in writing to change the regular work week to four (4) ten-hour shifts at the regular straight time rate of pay. It being understood that all other pertinent sections of the Agreement must be adjusted accordingly.

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

ART. 7(d) Work performed in unusual emergency situations during a scheduled lunch period will not be subject to the overtime rate providing such work is less than fifteen minutes. The local supervisor shall not abuse this provision.

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

ARTICLE 8
OVERTIME

ART. 8(a) Time and one half (1 1/2) hours for 1 at the straight time rate, shall be paid for work in excess of 8 hours on the first shift, 7.5 hours on the second shift, and 7 hours on the third shift, or for hours worked in excess of the regular weekly hours as set forth in Articles 7 and 10, whichever results in the greater amount of overtime in the workweek of each employee.

ART. 8(b) Employees who work on Saturday or Sunday without having previously worked during the workweek, their full number of regular weekly hours as set forth in Articles 7 and 10 shall receive the applicable overtime rate for such Saturday or Sunday work by reason of work on those days being normally in excess of the number of regular weekly hours.

ART. 8(c) Employees who work before or after regular established shift hours without also working on that day all their regular

established shift hours, shall receive the applicable overtime rate for work before or after their regular established shift hours by reason of such work being normally in excess of that performed during regular established shift hours, as set forth in Articles 7 and 10.

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

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

ART. 8(f) Employees required to work overtime in excess of two (2) hours past the regular quitting time of their shift shall be allowed sufficient time to eat at the end of their shift without loss of pay; and if work is to continue in excess of four (4) hours thereafter, they shall be allowed sufficient time to eat without loss of pay after each four (4) hours of such work. No lunch period shall be allowed on a Contractor's time when overtime work will not exceed two (2) hours past the regular quitting time of the shift.

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

ART. 8(g) Overtime is not to be demanded from the Employer by any workman covered by this Agreement as a condition for employment on a job.

ART. 8(h) The parties recognize that employees missing work on regular scheduled hours and then working overtime hours is not in the best interest of the Trade, the Contractors, or the Client. In situations where this problem exists and the Contractor can verify by a review of work records that it has uniformly applied its absenteeism policy or rule, it may request the Business Manager (under Rule 26[b]) to negotiate a revised overtime rule and said request shall not be unreasonably denied. If the Contractor's request is denied by the Business Manager, it may appeal same to the Area International Vice President. Adoption of any such modified rule shall only apply to the job in question and shall not establish a precedent for any future jobs, nor shall same be referred to in the future by either party.

ARTICLE 9
HOLIDAYS

ART. 9(a) The recognized holidays are: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If the Boilermakers and those crafts servicing the Boilermakers in a Local Building Trades Council elect to observe a holiday on a date other than that observed by the State or Nation, then that elected date shall be observed as the holiday. The Contractors shall be notified at least two weeks prior to the effective date of change.

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

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

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

ARTICLE 10
SHIFTS

ART. 10(a) A second (2nd) and/or third (3rd) shift may be established by the Contractor provided each is worked for three (3) or more consecutive days to include Saturdays, Sundays, and Holidays, if worked. When a job is to run for less than three (3) consecutive work days it will be considered a short or irregular shift work job and the second and/or third shift shall be paid for at the applicable overtime rate or an arrangement can be worked out between the Contractor and the authorized representative of the Local Lodge having jurisdiction, where and how two shifts can be worked. Subterfuge shall not be used to avoid the intent of the foregoing.

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

ART. 10(c) The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time of the second shift shall be 4:30 p.m.; and the regular starting time of the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Contractor and representatives of the Local Union having jurisdiction of the job.

Art. 10(d) Where two or three shifts are worked, the first or day shift shall be established on an eight (8) hour day, forty (40) hour week basis; and the second shift shall be established on a seven-and-one-half (7-1/2) hour day, thirty-seven-and-one-half (37-1/2) hour week basis; and the third shift shall be established on a seven (7) hour day, thirty-five (35) hour week basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided.

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

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

Article 11
Minimum Pay and Reporting Time

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

Art. 11(b) Any employee called and reporting to work on Saturdays, Sundays and recognized holidays, or outside of his regular shift hours not continuous with his regular assigned shift hours, or any employee reporting to work on call and not given employment, shall be paid not less than four (4) hours pay or actual time worked at the applicable overtime rate.

Art. 11(c) Notwithstanding (a) and (b), other than emergency orders or in remote areas, the Contractor may require an employee who arrives late on job to start at noon or the following day, or in the alternative, to be paid only for hours actually worked.

Art. 11(d)(1) The forgoing requirements shall not be applicable where the employee is laid off by reason of bad weather, breakdown of machinery or any other cause beyond the direct control of the Contractor,

in which event he shall be paid: (1) Not less than two hours pay, (2) not less than four (4) hours pay if employee starts to work, or (3) not less than eight (8) hours pay if required to work into the second half of the shift, or (4) the time required to remain on the job, if greater. Where the employee quits or lays off, payment will be made for actual time worked. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work, during the period of time for which he received pay unless released sooner by the Contractor's principal supervisor.

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

ART. 11(e) The exception to the above mentioned paragraphs of this Article shall be when an employee has been properly notified not to report. Special notification arrangements may be made by agreement between the Contractor and the Union Business Manager.

ART. 11(f) A Further exception to the above paragraphs will be in those instances where a civil disturbance makes it necessary to shut

down a project to prevent possible injury or loss of life of employees on the project. Any dispute over application of this Article shall be handled in accordance with Art. 27(a).

ARTICLE 12
TRAVEL EXPENSE AND SUBSISTENCE (EXCEPT ALASKA, SEE ARTICLE 31)

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

Alaska	Anchorage
Arizona	Phoenix
California	Pittsburg, Los Angeles
Colorado	Denver
Idaho	Spokane, Salt Lake City
Montana	East Helena
Nevada	Pittsburg, Los Angeles, Salt Lake City
New Mexico	Albuquerque
Oregon	Portland
Utah	Salt Lake City
Washington	Seattle, Spokane, Portland
Wyoming	Denver, Salt Lake City

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

ART. 12(c) Subsistence payments will be based on mileage from the city hall of the

dispatch city or the home address of the employee, whichever is closer to the job location. The Union agrees to show the home location on the dispatch slip, and also agrees that the Employer may ask for an independent verification of such address.

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

Where the job site is over 120 miles from the dispatch point, employees shall receive the IRS-allowable amount per mile for transportation between such city and the job at the beginning and conclusion of their employment. Such transportation allowance shall be paid based on the most direct main route, plus necessary bridge toll and ferry charges. Such supplementary reimbursement shall not exceed eight (8) times the regular hourly area mechanic's rate.

Art. 12(e) In the event an employee quits for other than immediate compelling personal reasons not reasonably foreseen at time of employment before having been in the employ of the Contractor fifteen (15) calendar days, he shall not be entitled to transportation or travel expense to the job. In the event an employee quits for other than immediate compelling reasons not reasonably foreseen at time of employment or is discharged for just and sufficient cause before having been in the employ of the Contractor sixty (60) calendar days, he shall not be entitled to return transportation or travel expense. Any dispute arising as to the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

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

Effective Oct. 1, 2005, the daily subsistence payment will be increased by $2.50. Effective Oct. 1, 2006, the daily subsistence payment will be increased by an additional $2.50.

Art. 12(g) Holidays, rain, breakdowns, or any reason the employees are stopped by the Contractor from working, Monday through Friday, will be considered days worked and the subsistence paid. Employees absent from work shall not be paid subsistence for the day absent. When a welder is required to take a test outside the seventy (70) mile zone they shall be reimbursed as follows provided they have demonstrated their competency by previous experience: subsistence as provided above for the day or days on which the test is taken, subsistence as provided in Art. 12(f) if applicable, and transportation and travel expense as provided in Art. 12(d).

ART. 12(h) An employee must work the scheduled work day before or the scheduled work day following a holiday that occurs Monday through Friday, to be entitled to subsistence for the holiday, unless excused. Excused absences will not be unreasonably denied.

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

ART. 12(j) When employees are instructed to report to a job on a certain day and are not immediately placed at work, they shall be paid reporting pay for the day they report to work and the sum of thirty dollars ($30.00) per day for each day thereafter until ordered to work or released by the Contractor, in addition to subsistence as above provided. When an employee is temporarily laid off and is requested to stand by until work is available, and if he agrees to do so, he shall be paid thirty dollars ($30.00) for each day until returned to work or laid off, in addition to subsistence as above provided.

ART. 12(k) Where a job is located two hundred and forty (240) miles or more from the Dispatch Point, the employee will receive one additional day's subsistence at the start of his work on the job and at the conclusion of his work on the job, provided that payment of such additional day's subsistence under this paragraph shall be subject to the same conditions applicable to transportation and travel expense under Art. 12(e).

ART. 12(l) If an employee suffering an industrial injury outside the seventy (70) mile zone does not receive compensation payments for the first seven (7) days that he is unable to work, his subsistence payments under this Article shall continue for as many days during such seven (7) day period as he is required to remain at or in the vicinity of the job site by the Contractor or by the physician in charge or by the state commission having jurisdiction. In those states where the payment of compensation during such seven (7) day period is dependent upon the duration of an employee's period of disability, the Contractor may delay the payments called for under this paragraph until it has been ascertained whether compensation payments will be received for some or all of such seven (7) day period.

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

Art. 12(n) In the Seattle area, when employees travel from Seattle to Bremerton area and return by ferry, they shall be reimbursed by the Contractor for each round trip a sum equivalent to one (1) hour's pay at the regular area mechanic's rate plus ten cents ($0.10). This situation is recognized as a case of unusual hardship to the employee and not as establishing the principle of travel expense within the seventy (70) mile zone.

Art. 12(o) Other unusual circumstances of a purely local nature shall be mutually arranged between the Contractor and the Union's Business Manager.

Article 13
Wage and Benefit Increases

Art. 13(a) Hourly Increases. Effective Oct. 1, 2004, the hourly increase for all areas except certain counties within the jurisdiction of Local 549 shall be $1.25. The hourly increase in the following northern California counties represented by Local 549 shall be $1.75: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, & Sonoma.

Effective Oct. 1, 2005, the hourly increase for all areas except New Mexico shall be $1.10. The hourly increase for work performed in New Mexico shall be $1.61.

Effective Oct. 1, 2006, the hourly increase for all areas except New Mexico shall be $1.15. The hourly increase for work performed in New Mexico shall be $1.65.

These annual increases may be allocated in whole or in part to fringe benefits at the Union's election. In order to fund increases in the cost of Health and Welfare in any contract year, there may be one or more reallocations of the increases described above. All Contractors will be notified by the Union of any allocation or reallocation of these increases sixty (60) days prior to their effective date.

Effective Oct. 1, 2004, the wage differentials for the Foreman and Assistant Foreman classifications shall be increased as follows:

Classification	Increase
Foreman	$0.50 per hour
Assistant Foreman	$0.25 per hour

Art. 13(b) Wage Rates, Classifications, Areas, and Contract Fringe Costs (Effective Oct. 1, 2004). The wage and fringe benefit schedules shown below reflect the allocation of the hourly increases for each area and the increases in wage differentials for the Foreman and Assistant Foreman classifications that became effective Oct. 1, 2004.

ARIZONA (Local 627)

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$29.11
Asst. Foreman	$27.86
Blmkr./Blacksmith	$26.61
Helper/Trainee[2]	

Fringe Benefit	Hourly Contribution
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$0.75
MOST	$0.24
Vacation*	$1.60

NORTHERN CALIFORNIA (LOCAL 549)

These wage rates apply to the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma:

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$37.59
Asst. Foreman	$36.34
Blmkr./Blacksmith	$35.09
Helper/Trainee[2]	

These wage rates apply to all other northern California counties and applicable counties in Nevada:

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$37.09
Asst. Foreman	$35.84
Blmkr./Blacksmith	$34.59
Helper/Trainee[2]	

Fringe Benefit	Hourly Contribution
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$0.75

Fringe Benefit	Hourly Contribution
MOST	$0.24
Vacation*	$1.60

SOUTHERN CALIFORNIA (LOCAL 92)

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

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$35.34
Asst. Foreman	$34.09
Blmkr./Blacksmith	$32.84
Helper/Trainee[2]	

Fringe Benefit	Hourly Contribution
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$2.00
MOST	$0.24
Vacation*	$1.60

NORTHERN IDAHO, OREGON, WASHINGTON (LOCALS 242, 500, 502)

Northern Idaho Counties: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$30.60
Asst. Foreman	$29.35
Blmkr./Blacksmith	$28.10

Helper/Trainee[2]	
Fringe Benefit	**Hourly Contribution**
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$2.00
MOST	$0.24
Vacation*	$1.60

NEVADA (LOCALS 549, 92, 182)

Northern California's lesser wage rate and fringe benefit schedules for Local 549 shall apply in these counties: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.

Southern California wage rate and fringe benefit schedules for Local 92 shall apply in these counties: Clark, Esmeralda, Lincoln, and Nye.

Utah wage rate and fringe benefit schedules for Local 182 shall apply in these counties: Elko, Eureka, and White Pine.

ALASKA (LOCAL 502)

Classification	**Hourly Wage Rate**
General Foreman[1]	
Foreman	$38.73
Asst. Foreman	$36.98
Blmkr./Blacksmith	$35.23
Helper/Trainee[2]	
Fringe Benefit	**Hourly Contribution**
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$2.00
MOST	$0.24
Vacation*	$1.60

NEW MEXICO (LOCALS 4, 627)

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

Classification	**Hourly Wage Rate**
General Foreman[1]	
Foreman	$27.11
Asst. Foreman	$25.86
Blmkr./Blacksmith	$24.61
Helper/Trainee[2]	
Fringe Benefit	**Hourly Contribution**
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$0.75
MOST	$0.24
Vacation*	$1.60

COLORADO, SOUTHERN IDAHO, UTAH, WYOMING (LOCALS 101, 182)

Classification	**Hourly Wage Rate**
General Foreman[1]	
Foreman	$26.87
Asst. Foreman	$25.62
Blmkr./Blacksmith	$24.37
Helper/Trainee[2]	
Fringe Benefit	**Hourly Contribution**
Health & Welfare	$7.02
Pensions*	$5.50
Apprenticeship	$0.50
Annuity*	$2.00
MOST	$0.24
Vacation*	$1.60

Annuity*	$2.00
MOST	$0.24
Vacation*	$1.60

MONTANA (LOCAL 11)

Classification	Hourly Wage Rate
General Foreman[1]	
Foreman	$27.37
Asst. Foreman	$26.12
Blmkr./Blacksmith	$24.87
Helper/Trainee[2]	
Fringe Benefit	**Hourly Contribution**
Health & Welfare	$7.02
Pensions*	$5.25
Apprenticeship	$0.50
Annuity*	$1.75
MOST	$0.24
Vacation*	$1.60

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

[1] General Foreman rate to be negotiated
[2] Wage to be negotiated with the Union Business Manager per Article 34

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

ART. 13(c) Maintenance of Benefits. The Contractor agrees to pay a total of $0.25 per hour for maintenance of any singular or combination of benefit funds, once per year for each year of this Agreement, when notified by the Plan Trustees that such additional monies are required.

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

Five cents ($0.05) may be used for administrative purposes at the discretion of the Joint Trustees of the Vacation Trust Fund.

ART. 13(d) Travel Expense and Subsistence. Effective Oct. 1, 2004 (See Art. 12; Art. 31 for Alaska).

Travel Pay

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

All states except Alaska: Mileage paid according to Internal Revenue Service Guidelines. [Currently $0.375 per mile. See Art. 12(d)]

Subsistence

Alaska: $50 per day [see Art. 31(e)(3) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

All states except Alaska: $25 or $35 per day

[See Art. 12(f) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

ART. 13(e) Apprentice Rates (All Areas).

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

ART. 13(f) Helper/Trainee Rates and Benefits. The maximum amount payable to the Helper/Trainee shall be 55 percent of the applicable mechanic's hourly rate.

ARTICLE 14
PAY DAY

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

ART. 14(b) Wages shall be paid in lawful currency or by negotiable check payable on demand at par. Upon being discharged or laid off, employees shall be paid in full. With prior mutual agreement between the Local Business Manager and the Contractor, any

hours worked after a shift (or of an emergency nature) shall be paid on the next business day following such shift by express mail.

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

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

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

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

ART. 14(g) The following is a joint interpretation of Art. 14(d) and (f) that is to be applied through the Western States Area:

ART. 14(g)(1) Saturdays, Sundays, and holi-

days are not counted in the 72 hour period, or accumulation of pay unless such days are worked on the job the employee quit.

Art. 14(g)(2) The Contractor's responsibility stops at the time indicated on the receipt if the check is mailed certified.

Art. 14(g)(3) If the Contractor mails check certified to the last known address or to the Union within the 72 hour period, no penalty will apply.

Article 15
Union Representation and Access to Jobs

Art. 15(a) Authorized business representatives of the Local Unions shall at all times have access to jobs where the Contractors signatory to this Agreement are working, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representatives comply with customer's rules.

Art. 15(b) A Steward shall be a working journeyman who shall be selected by the Union without regard to his place on the out-of-work list and who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times.

Art. 15(c) The Union agrees that such duties shall be performed as expeditiously as possible and the Contractors agree to allow the Union Steward a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the name of the Steward. It is recognized by the Contractor that the person named a Steward shall remain on the job as long as there is full time work which he is capable of performing. In no event shall a Contractor discriminate against a Steward, or lay him off, or discharge him, on account of the proper performance of his duties; and likewise no Steward shall cause or call a work stoppage.

Article 16
Supervision

Art. 16(a) The appointment and number of General Foremen, who are practical mechanics of the trade, is the function of management.

Art. 16(b) The appointment and number of foremen and assistant foremen is the function of management, subject to the following qualifications:

Art. 16(c) All Foremen and Assistant Foremen shall be practical mechanics of the trade.

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

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

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

ART. 16(g) The Contractor shall have the right to employ its General Foremen and foremen, who are practical mechanics of the trade, from any source. A Contractor may also request the Union by name for men to act as General Foremen and Foremen, which shall be honored without regard to the requested man's place on the out-of-work list. When additional Foremen beyond those as noted above are required, the Contractor should consider local Foremen along with Foremen from other sources.

ARTICLE 17
PIECE WORK, LIMITATION AND CURTAILMENT OF PRODUCTION

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

Article 18
Bond or Escrow Requirements

ART. 18(a) A surety or cash bond up to $100,000.00 may be required to ensure payment of fringe benefits from the Contractors who have been delinquent in payments or who have not previously employed Boilermakers in the area covered by this Agreement.

ART. 18(b) The Union may refuse to refer men to and may withdraw men from any Contractor who has not posted a bond when required, and such refusal or withdrawal will not constitute a violation of this Agreement.

ARTICLE 19
HEALTH AND WELFARE

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

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

ARTICLE 20
PENSIONS

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

The Employer shall make contributions in the amount specified in Article 13 for all straight-time hours worked and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

ART. 20(b) The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Pension Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

ARTICLE 21
APPRENTICESHIP PROGRAM

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

ART. 21(b) It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the Apprenticeship Fund will not be used to train apprentices or journeymen who will be employed by Employers in the Boilermakers Field Construction and Repair Industry who are not signatory to a collective bargaining agreement providing for contributions to the Fund. Therefore, the Trustees of the Fund are empowered to adopt and implement a scholarship loan agreement program which will require apprentices and journeymen who receive training benefits from the Fund and who are employed by signatory Employers to repay the costs of training either by service with such Employers following training, or by actual repayment of the costs of training if the individual goes to work for a non-signatory Employer in the Boilermaker Field Construction and Repair Industry. The costs of training at the National Training Center may include the reasonable value of all Fund materials, facilities and personnel utilized in training at the National Training Center.

ART. 21(c) The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Apprenticeship and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

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

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

ART. 21(f) Any ratio of apprentices to journeymen greater than the above must be by mutual consent of the Contractor and Union.

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

ART. 21(h) In the event that apprentices are not available in sufficient number to comply with these ratios, the Area Joint Apprenticeship Committee and the International Union will be notified and necessary steps are to be taken to increase the number of available apprentices.

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

ART. 21(i)(1) Enforce ratios for the employment of Apprentices on the job.

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

ARTICLE 22
ANNUITY PROGRAM

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

ART. 22(b) The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Annuity Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

ARTICLE 23
MOST

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

MOST drug screening program shall be mandatory for all Boilermakers once per calendar year. It is further agreed by the parties that drug screening during employment and pre-employment, including random and for-cause, shall be based upon the requirements of the Employer or Owner.

ART. 23(b) The Employer agrees to and shall be bound by the Trust Agreement, policies, and procedures creating the Mobilization, Optimization, Stabilization, and Training Program (MOST) and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

ART. 23(c) The contribution rate specified for MOST will be twenty-four cents ($0.24)* designated to MOST to fund the Boilermakers National Reserve Center, the Common Arc Welding program, and the MOST Safety and Training Program which includes drug screening.

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

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

$0 to $500,000	Current rate plus two cents per hour worked.
$500,001 to $1,000,000	Current rate.
$1,000,001 to $2,000,000	Current rate less two cents per hour worked.
Over $2,000,000	Current rate less nine cents per hour worked.

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

ARTICLE 24
VACATION TRUST

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

ART. 24(b) The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers Vacation Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference

and made a part of this Agreement as if affixed hereto.

Art. 24(c) The monies specified above are delayed hourly wages with taxes withheld at time of earning.

Art. 24(d) Campaign Assistance Fund. Campaign Assistance Fund (CAF) deductions will be handled with employees through the Western States Construction Boilermaker Vacation Trust.

Article 25
Dues Checkoff

Art. 25(a) The Employer will deduct from the wage of each employee the current Union field dues and monthly membership dues as certified by the Union when authorized by the employee as herein provided.

Art. 25(b) Deductions shall be made only where there is in effect in the possession of the Employer a voluntary written assignment executed by the employee on a standard form furnished by the Union, and the deduction shall be remitted to the Financial Secretary of the Lodge where the work is being performed at the same time trust contributions are required to be submitted.

Art. 25(c) The Employer shall forward to the office of the Local Union monthly a

report of all hours worked by each employee covered by this Agreement and deductions made.

Article 26
Rider Clause

Art. 26(a) Project Agreements negotiated by the International Union shall supersede this Agreement to the extent of any modifications or changes specifically set forth therein.

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

Article 27
Grievance and Arbitration Procedure

Art. 27(a) In order to reduce the possibility of disputes arising from divergent interpretations of the provisions of this Agreement, and to thereby improve the uniformity of such interpretations to the greatest extent possible, the chairmen of

the respective negotiating committees shall comprise an advisory body on contract intent which may be consulted by either party at any step of the grievance procedure and which shall be consulted before any grievance is taken to arbitration.

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

ART. 27(c) Every grievance must be presented within five (5) working days from the date of the occurrence of the event on which the grievance is based.

ART. 27(d) Grievances that may arise on a job will be taken up between the Steward and the Contractor's Foremen or Agent in charge. Such grievances that cannot be settled within two (2) days shall be referred to the Business Representative of the Local Union.

ART. 27(e) The matter will then be taken up between the Business Representative of the Local Union and the Representative or Agent of the Contractor. If said grievance cannot be settled as provided above within the next five (5) days, it shall then be presented in writing and within the next ten (10) days shall be answered in writing. The time limits specified in this paragraph may be changed by mutual agreement.

ART. 27(f) In the event the grievance cannot be settled as above provided within thirty-two (32) days after it arises, it shall be submitted in writing to the International President of the Union or his duly designated representative, and an Industry Representative duly selected by the Contractor, for consideration and settlement.

ART. 27(g) In the event the grievance is not settled within ten (10) days after it has been submitted in accordance with Art. 27(f), the Union or the Contractor, at any time within the next ten (10) days, may request in writing that the grievance be submitted to arbitration; and if such request is made, the grievance shall be submitted to arbitration as hereinafter provided. Within ten (10) days following the receipt of the written request for arbitration, the parties shall meet and select an Arbitrator to hear the dispute. The hearing shall start as promptly thereafter as practicable and be conducted in an informal and "layman like" manner. The Arbitrator shall have no authority to add to or delete from the terms hereof or to impose on any party hereto, limitations or obligations not specifically provided for in this Agreement. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on both parties, provided such decision is within the terms of this Agreement.

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

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

ARTICLE 28
SAFETY MEASURES

ART. 28(a) Welders standard hoods and colored glasses accidentally broken on the job shall be replaced by the Contractor.

ART. 28(b) Welders, mechanics, apprentices, and helper/trainees shall be furnished suitable welding or work gloves for their protection; sleeves shall be furnished when necessary for welders' protection. Such gloves or sleeves so furnished shall be checked in and out of Employer's tool room in the same manner as tools.

ART. 28(c) With the exceptions of welding hoods, gloves and sleeves (covered above), the Contractor shall furnish all safety equipment required by the Contractor. When foot protection is required, the Contractor shall supply exterior toe and/or metatarsal protectors.

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

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

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

ART. 28(g) Employees required to work in any area where they are exposed to acids or caustics, shall be provided protective clothing and equipment by the Contractor. Employees shall be reimbursed for personal clothing damaged or destroyed under the above conditions upon presentation of such damaged or destroyed item and for clothing damaged or destroyed by fire or natural disaster occurring at the job site.

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

Art. 28(i) In hazardous areas, one man shall not be required to work alone where he cannot obtain assistance in case of accident.

Art. 28(j) When employees are required to work outside in normally unworkable weather, the Contractor shall furnish rain jackets and leg protection. The employee shall exercise reasonable responsibility for the care of the protective clothing subject to reasonable wear and tear.

Article 29
Medical Treatment and Examination

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

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

Art. 29(c) It is further agreed by the Union and the Contractor that where an employee receives a serious injury or serious illness on the job, a representative of the Contractor or the Union Steward shall accompany the

employee to the hospital. If the Union Steward is sent with the injured employee to the hospital, it is agreed that the Union Steward shall not suffer any loss of pay he would otherwise have received.

Article 30
Job Notice

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

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

Article 31
Alaska

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

Article will be handled in accordance with other sections of this Agreement. This Article applies to the entire state of Alaska.

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

ART. 31(c) When the Contractor is providing transportation at the beginning and at the completion of employment, or between job locations, travel time will be paid for as follows:

ART. 31(d) Employees will be paid for actual time spent in travel not to exceed an amount equal to eight (8) times the Boilermaker hourly wage rate per day in each twenty-four (24) hour period, while waiting for the job to open, or waiting between jobs, or when jobs are stopped on account of weather or other unavoidable circumstances, or while awaiting transportation on completion of employment.

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

ART. 31(e) Travel and Subsistence. The Union and the Contractor hereby agree that the concept of travel and subsistence payments is meant to reimburse employees, who work

too far from home to live at home during the course of a job or project, for travel and living costs. Travel payments will be agreed to by the Contractor and the Union as either:

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

ART. 31(e)(2) The Contractor shall provide transportation for the employee to and from the job site at the beginning and conclusion of their employment as provided for in Art. 12(f).

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

Effective Oct. 1, 2005, the daily subsistence will be increased by $2.50.

Effective Oct. 1, 2006, the daily subsistence will be increased by an additional $2.50.

ART. 31(e)(4) The employee's permanent address will be considered his home for pur-

pose of determining whether or not travel and subsistence is to be paid. Any or all of the following may be used to verify the permanent home or home address:

Current Driver's License
Voter Registration
Phone Listing in Phone Book
Verification by Local Union
Paid Utility Bills for Address Claimed
Rent Receipts for Past 6 Months Minimum

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

ART. 31(e)(6) When an employee is required to take a welder's test outside of the forty (40) mile free zone from the point considered as his residence he shall be paid subsistence for the day in which he takes the test provided he passes the test and accepts immediate employment with the Employer. Once employment is accepted and the employee commences employment, subsistence shall be paid in accordance with the terms set forth above in this Article.

ART. 31(f) When an employee suffers an industrial injury while in a remote area, the Contractor shall furnish proper hospitalization and medical aid. If such injury or illness prevents an employee from returning to work within reasonable time or if the doctor

recommends, the employee shall be returned to Anchorage at the Contractor's expense. Normally this would be transportation as provided when hired.

ART. 31(g) In isolated areas of Alaska, the Contractor will provide suitable room and board. It shall be the Contractor's responsibility to arrange for rooms to be kept clean and linen changed regularly. Suitable laundry facilities shall be made available at camp sites.

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

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

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

ART. 31(k) Unusual situations of purely local nature shall be mutually arranged

between the Contractor and the Union's Business Representative.

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

ARTICLE 32
NO STRIKE, NO LOCKOUT

ART. 32(a) During the term of this Agreement there shall be no authorized strike by the Union and there shall not be any sympathy strike, slowdown, or other interruptions of work by the Union or lockout by the Contractor, provided the Union and the Contractor abide by the provisions of the grievance machinery.

ART. 32(b) In the event a strike, slowdown, or other interruption of work occurs which is unauthorized by the Union, the Contractor agrees that there shall be no liability on the part of the Union, its officers or agents, provided the Union shall, as soon as possible after notification by the Contractor of a work stoppage, post notice at the job that such action is unauthorized by the Union, and promptly take steps to return its members to work.

ART. 32(c) The Contractor may discharge any employee for taking part in an unauthorized strike.

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

ARTICLE 33
GENERAL

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

ART. 33(b) Adequate storage space which can be locked shall be provided for employees' personal clothing. Employees' personal clothing stolen as a result of forcible entry into an authorized area will be replaced by the Contractor upon proof of ownership and value. There shall be no subterfuge in the application of this provision.

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

ART. 33(d) Employees will be at established reporting points at the beginning and end of their shift. Reporting points will be established at the tool box or at the base of the structure. In unusual situations the Contractor and the Union Business Manager shall mutually agree on reporting points.

ART. 33(e) Contractors shall not be restricted in the selection of kind or source of materials, supplies or equipment used in the prosecution of the work; provided that the Contractor shall make every effort to avoid the use of materials, supplies or equipment which will cause dissension.

ART. 33(f) On projects where Government regulations specify conditions other than those set forth in this Agreement and where the Union agrees to comply with said regulations, the Union shall notify the office of the Secretary of the Western Field Construction Negotiating Committee, which shall immediately notify all the Contractors signatory to this Agreement of whom it has knowledge.

ARTICLE 34
HELPER/TRAINEE

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

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

ART. 34(c) The Employer shall pay the listed Apprenticeship and MOST contributions on individuals working within this classification. The Employer shall also contribute $0.25 to the Pension Trust and $0.10 to the National Annuity Trust on individuals working within this classification. No contributions will be required for Health and Welfare or for the Vacation Trust.

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

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

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

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

ART. 34(h) Helper/Trainees may be expelled from this program for violation of the Local's Referral Rules or Employer Work Rules constituting a just cause termination as determined by the Local Joint Referral Rules Committee.

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

ART. 34(j) The Local Joint Referral Rules Committee shall review the Helper/Trainee progress reports. Unfavorable reports may be cause for disciplinary action to include ineligibility to register on a Local's out-of-work list. Helper/Trainees may appeal any disciplinary action to the Local Joint Referral Rules Committee in person for final adjustment.

Article 35
Duration of Agreement

ART. 35(a) This Agreement shall become effective Oct. 1, 2004 and shall remain in effect through Sept. 30, 2007, and from year

to year thereafter unless either party shall at least sixty (60) days prior to any anniversary date notify the other party in writing of any proposed changes to this Agreement. In the event such notice(s) are given the parties shall meet not later than forty-five (45) days prior to said expiration(s), shall negotiate only the proposed negotiable changes, and shall conclude the negotiations without unnecessary delay.

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

ART. 35(c) Any provision of the Agreement, its amendments or appendices, which are in contravention of any National or State law affecting all or part of the territorial limits covered by this Agreement, shall be suspended in operation within the territorial limits to which such law is applicable for the period during which such law is in effect. Such suspension shall not affect the operation of such provisions in territories covered

by the Agreement to which the law is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the territorial limits to which such law is applicable.

ART. 35(d) Any breach of this Agreement by a particular Contractor shall not operate as a violation of this Agreement by any other Contractor. Likewise, any breach of this Agreement by the Union to one Contractor shall not give rise to any rights of any other Contractor.

ART. 35(e) It is agreed that all matters subject to collective bargaining have been discussed and disposed of during the negotiations arriving at this contract, and both parties agree that there shall be no further bargaining on any matter whatsoever during the term of this Agreement except as otherwise provided for under Art. 3(d) (Union Security) and Article 26 (Rider Clause).

ART. 35(f) In witness whereof, the parties hereto have amended this Agreement effective Oct. 1, 2004, to supersede the Agreement that expired Sept. 30, 2004.

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

Representing the Employers:

Stanley R. Miller, Chairman
PSF Industries, Inc.

Thomas A. Dillon, Secretary
CMTA

Dean Andrisevic
Babcock & Wilcox Construction

Jerry Bennett
A P Com Power, Inc.

Larry Jansen
ARB, Inc.

Raymond J. Maw
CBI Services, Inc.

David Pavlik
Babcock & Wilcox Construction

Jeff Teather
Bechtel Const., Inc.

Representing the Union:

Joseph A. Stinger, Chairman
International Vice President

Steve Eames, Secretary
International Representative

Gary Evenson
International Representative

Nate Begay
Local 4 Business Manager Pro-Tem

Robert Hall
Local 11 Business Manager

Edward J. Marquez
Local 92 Business Manager
Henry McCoy
Local 101 Business Manager
Brad John
Local 182 Business Manager
Marlin McCurdy
Local 242 Business Manager
Steve Nelson
Local 500 Business Manager
Randy Robbins
Local 502 Business Manager
Fred Fields
Local 549 Business Manager
Allen Meyers
Local 627 Business Manager

By their signatures hereto, the undersigned Employer and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2004 through Sept. 30, 2007. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Employer receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

FOR THE EMPLOYER:

By:_____
Stanley R. Miller, PSF Industries, Inc.
Employer Chairman

By:_____
Thomas A. Dillon, CMTA
Employer Secretary

FOR THE UNION:

By:_____
Newton B. Jones, International President

By:_____
Joseph A. Stinger, International Vice President
Union Chairman

By:_____
Steve Eames, International Representative
Union Secretary

Signatory Contractors

ower, Inc.
ll Road
06095

ustries, Inc.
edge Pkwy., Ste. 200
10

row Indust. Mech.)
8th St.
WA 98682

dustrial Refrigeration
t Avenue
N 56209

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501

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00 S.
ss, UT 84087

chanical Technology, Inc.
8th St.
e, WA 98606

mercentre Dr.
, CA 92630

Mechanical, Inc.
8
Mission, KS 66201

nt Maintenance, Inc.
ena Blvd.
TX 77503

ubry Co., Inc.
Road
A 94545

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

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

Barton Malow Rigging Co., Inc.
26500 American Drive
Southfield, MI 48034

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

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

Big Sky Mechanical Inc.
9760 Summit Drive
Missoula, MT 59808

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

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

CBI Services, Inc.
14107 South Rt. 59
Plainfield, IL 60544

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

Cecon Corporation
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Tacoma, WA 98502

Clayburn Refractories
PO Box 238
Sumas, WA 98295

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Compton, CA 90221

Contractors Rigging & Erectors
500 S. Alameda St.
Compton, CA 90221

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Tualatin, OR 97062

M. Cutter Company, Inc.
PO Box 84206
Vancouver, WA 98684

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Tacoma, WA 98404

D.R. Mechanical Contractors
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Vancouver, WA 98663

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Enumclaw, WA 98022

Delta Industries North
504 W. Main St.
Kelso, WA 98626

Delta Steel Erectors
325 W. Channel Road
Benicia, CA 94510

Desert Fox Technical Services, Inc.
6860 W. Peoria Ave.
Peoria, AZ 85345

Electrical Energy Services, Inc.
PO Box 1980
Farmington, NM 87499

Ershigs, Inc.
742 Marine Dr.
Bellingham, WA 98225

Fraser Boiler & Ship Repair, LLC
8000 5th Avenue South
Seattle, WA 98108

Gear Tech Mechanical LLC
1121 Columbia Blvd.
Longview, WA 98632

General Construction Co.
19472 Powder Hill Place
Poulsbo, WA 98370

Gibson Hart Co.
9701 W. 128th St.
Overland Park, KS 66213

Harder Mechanical
PO Box 5118
Portland, OR 97208

Harris Tube Service
1230 W. 2600 South
Woods Cross, UT 84087

Haskell Corporation
PO Box 917
Bellingham, WA 98225

Hollinger Construction
1061 Industrial Way
Longview, WA 98632

Industrial Contractors, Inc.
701 Channel Dr., Box 5519
Bismarck, ND 58501

Industrial Power Contractors, Inc.
PO Box 1254
Huntington, UT 84528

Industrial Services Co. of the Rockies
PO Box 749
Frenchtown, MT 59834

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, WY 82902

Tech. Inc.)
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AK 99631

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55807

Consulting Services Inc.
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OK 74601

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Plaza
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9611

ns Engineers Inc.
NW
98001

Joint Venture
a Dr.
66214

iversal Rigging, Inc.
)
WA 99336

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

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

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

Metalworks of Montana
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Missoula, MT 59801

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

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

Mountain Cascade, Inc.
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Livermore, CA 94550

Multi - Craft Installation Services
3225 Pasadena Blvd.
Pasadena, TX 77503

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

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

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

Northside Welding
812 Chestnut
Helena, MT 59601

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

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

Oregon Welding Service
48222 SW Chantrelle
Forest Grove, OR 97116

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

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

Performance Contracting
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Lenexa, KS 66219

PIC Energy Services, Inc.
1165 Northchase Pkwy., 4th Fl.
Marietta, GA 30067

Pilchuck Constructors
8301 S. 216th
Kent, WA 98032

Plibrico Sales & Services, Inc.
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Ponder Burner Co./Pacific Combustion
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Rigging International
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Alameda, CA 94501

RMF Nooter
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S- 2 Industrial, Inc.
1919 Laura St.
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Salem Furnace Co.
100 Corporate Center Dr.
Coraopolis, PA 15108

l Co.
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85009

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tle Dr.
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A 98108

Kelly Const. Co., Inc.
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AK 99509

h Sons Co.
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te St. Sedro
/A 98284

rvice Contractors, Inc.
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s, CA 93447

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091
X 79116

Welding Service
4
VY 83945

c./Red Samm-Joint Venture
tholomew Road
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Tachell Tank Corporation
680 Lambert Rd.
Cle Elum, WA 98922

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

TCB Industrial
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Modesto, CA 95354

TCI, Limited
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J. T. Thorpe Company
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Tri- State Construction, Inc.
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TriCo Contracting, Inc.
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U. S. Boiler Services, Inc.
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Union Power Constructors, Inc.
2788 Circleport Dr.
Erlanger, KY 41018

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Walnut, CA 91789

United Tank Company
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University Marelich Mechanical
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University Mechanical Contractors
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Utility Investment Recovery
842 Mt. Zion Church Rd.
Casar, NC 28020

Walashek Industrial & Marine
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Tukwila, WA 98168

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Ceres, CA 95307

Wayron, Inc.
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Webster Sleeker Welding, Inc.
3312 Arbor Rd.
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Weldtech Services, Inc.
PO Box 50516
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Western Combustion, LLC
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Lynwood, WA 98036

Western Power Service & Const.
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Albuquerque, NM 87113

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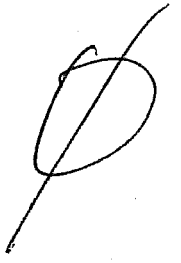
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