

ATTACHMENT 3D

AGREEMENT

FOR

NATURAL DRAFT COOLING TOWERS

PREAMBLE

I. This agreement between the United Brotherhood of Carpenters and Joiners of America, International Association of Bridge, Structural & Ornamental Iron Workers; and Laborers' International Union of North America, and the EMPLOYERS signatory to this Agreement for the construction of concrete Natural Draft Cooling Towers shall be applicable to all projects bid after January 1, 2004, covering erection, alteration and repair. The purpose of this Agreement is establish equitable uniform standards and premium pay compensation for the completed shell and filter system construction. This agreement will apply uniformly to all crafts.

SCOPE OF AGREEMENT

II. This Agreement shall be in effect within the boundaries of the United States and covers the complete construction, alteration and repair of Natural Draft Cooling Towers.

UNION RECOGNITION

III. The EMPLOYERS recognize the Unions as the sole and exclusive bargaining representatives for all employees performing work coming within the recognized trade jurisdiction of the respective Unions.

Employers signatory to this agreement will not subcontract any work within the jurisdiction of the International Union(s) that is to be performed at the jobsite except to a contractor who holds an agreement with the International Union(s) or one of its subordinate bodies or who agrees, in writing prior to or at the time of the execution of the subcontract (s) to be bound by the terms of this Agreement.

PRE-JOB CONFERENCE

IV. Prior to the start of work at a job site, a pre-job conference will be held with representatives of the appropriate Local and International Unions.

HIRING AND REFERRAL OF MEN

V. Where Local Unions have negotiated or established hiring procedures, not inconsistent with the Law, the EMPLOYERS will use these established hiring procedures. The Unions shall endeavor to refer men for employment to the EMPLOYERS who have the following qualifications:

- a. Previous construction experience in the particular type of work involved.
- b. Special aptitude to work at high elevations.
- c. Good safety records.

WORK RULES

VI. The Work Rules Agreement effective April 1, 1971, by and between the Building and Construction Trades Department, AFL-CIO, and the National Construction Association, hereby becomes a part of this Agreement, including any changes and amendments as they become effective.

SUPERVISION

VII. Due to the construction techniques and the necessity for experience, specific skills and safety requirements on this type of construction, the parties to this Agreement agree that the selection and appointment of working foremen, and general foremen, if required, shall be the responsibility of the EMPLOYER and the EMPLOYER shall be permitted to provide men from outside the local jurisdiction for these classifications. These employees shall be members of the respective Unions in good standing and shall be cleared in by the Local Unions. Local area foremen, if qualified in this type of work, shall be given primary consideration by the EMPLOYER.

WORK FORCE

VIII. In addition to supervision, the EMPLOYER shall be permitted to provide certain experienced key men to the work force from outside the local jurisdiction. The number of key men permitted under this Agreement shall be three, or ten percent of each craft whichever is greater. Such employees shall be members of the respective Unions in good standing and shall be cleared in by the Local Unions. The EMPLOYERS will not be required to pay men within the Local Union travel and living allowance paid to regular company employees from outside the local jurisdiction.

The shell work crew sizes regarding foreman shall be set by the EMPLOYER and not Local Union agreements established for other types of work.

SAFETY

IX. All work of the EMPLOYER shall be performed under safety conditions, which conform to State and Federal Regulations. It shall also be a requirement of the employees to conform to safety regulations and measures as provided by the EMPLOYERS and Owners.

WAGE AND WORKING CONDITIONS

X. Except as provided in this Agreement, the EMPLOYERS agree to conform to the wages, fringes and working conditions contained within the collective bargaining agreement existing in the area where the work is performed.

For the purposes of this Agreement, where a project or other special on-site Agreement is in effect, it shall be recognized as the prevailing collective bargaining agreement.

After the EMPLOYERS' operations have commenced on any job, no subsequent change in wages, fringes or working conditions shall become effective except to the extent that any change in wages, fringes or working conditions shall have been agreed upon and in accordance with the effective date resulting from negotiations between the recognized bargaining agency of contractors in the area where work is being performed. Pending completion of such negotiations, there shall be no work stoppage by the employees provided the contractor agrees in writing to pay retroactive conditions agreed to from expiration of contract dates (effective date of increase).

Wage rates for all three crafts for the work to be performed shall be the base rate as stipulated in the Local Agreement. In addition to the base rate, each employee shall receive a premium of \$2.00 per hour for all time worked on all shell construction, exclusive of special skill, any other special pay, or condition premiums during the complete cooling tower construction period. Premium pay compensation shall commence from the completed lintel or soffit established upon supports and shall cease when this structure IS completed. The premium pay compensation mentioned above shall be on the shell portion of the cooling tower only. The shell shall be complete when all shell forms are removed to the ground.

The filter system shall not be considered as part of the superstructure and not considered under any of the provisions of premium compensation unless the filter system exceeds 75 ft. in height.

When the filter system exceeds 75 ft. in height, 25 cents per hour premium shall apply commencing at the 75 ft. level.

If for any reason there is overtime worked on the shell or filter system, the premium pay will not be doubled for overtime. Premium pay will apply only to hours worked.

On cooling tower shells, because of the construction techniques, it may be necessary for some workmen to start and finish before other workmen in the same area. For this reason an eight hour day at straight time wages will consist of any consecutive eight hours between 6:00 A. M. and 5:00 P. M. Any staggering of starting hours for any crew or partial crew will be on a weekly basis.

SHIFT WORK

XI. Shift work may be performed at the option of the EMPLOYER, but when performed it must continue for a period of not less than five (5) consecutive work days, and a work week will commence at 8:00 A. M. Monday and extend to 8:00 A. M. Saturday, unless otherwise mutually approved at pre-job conference.

Irrespective of provisions in local agreements, shift schedules and compensation shall be as follows:

First or day shift,
Second shift,
Third shift,

8 hours pay for 8 hours worked inclusive of 1/2 hour lunch period
8 1/2 hours pay for 8 hours worked inclusive of 1/2 hour lunch period
9 hours pay for 8 hours worked inclusive of 1/2 hour lunch period

Time and one-half shall be paid for actual hours worked in excess of scheduled shift work hours. There shall be a lunch period of one-half hour provided at the mid-point of each shift. When employees are required to work through their lunch period, they will be paid time and one-half for that lunch period.

When two (2) shifts are employed, each shift shall work 7 1/2 hours for eight (8) hours' pay at the rate established by this Agreement.

In the case of short-term emergencies on shift work and absentees in either of the three crafts during the shift, work will be performed by utilizing the other two crafts until replacements can be provided by the union.

NO STRIKE – NO LOCKOUTS

XII. In the event of any dispute, the EMPLOYER agrees that there will be no lockout and the Unions agree that there will be no stoppage or slowdown of work, nor any strike of its members, either collectively or individually, and all disputes will be settled as provided in the following paragraph:

All settlement of disputes or grievances, other than jurisdictional, arising out of the application or interpretation of this Agreement shall be handled in the following manner:

- a. When grievances cannot be settled locally by the Steward and the EMPLOYER'S representative in charge, the matter shall be taken up at the job site with the representative of the EMPLOYER directly by the Business Representative of the Union.
- b. In the event the grievance cannot be settled, as provided above, within three (3) calendar days after it arises, it shall immediately, upon request of either party, be submitted to the International President of the Union involved or his designated representative and a representative selected by the EMPLOYER involved for consideration and settlement.
- c. In the event the grievances cannot be settled, as provided above, in seven (7) calendar days after submission to the International and the EMPLOYER, then they may select an impartial arbitrator mutually agreeable to them, to hear and pass upon the case in dispute. All parties agree to be bound by the decision of the arbitrator, and the cost of arbitration shall be borne equally by all parties.

JOINT LABOR – MANAGEMENT COMMITTEE

XIII. A Joint Labor Management Administrative Committee, hereinafter referred to as the COMMITTEE, shall be established immediately following the date of this Agreement. The Committee shall exercise oversight over all projects placed under this Agreement; it is empowered to resolve any dispute over the meaning and application of this Agreement. The Committee will schedule regular and periodic meetings.

The Committee shall consist of an equal number of Employer and Union representatives, not to exceed 3 persons on each side. The Union members will represent the interest of the signatory Unions and the Employer members will represent the interests of the signatory Employers. Employer representatives shall be appointed by the Employers signatory to the Agreement, and Union representatives shall be appointed by the signatory International Unions.

XIV. Effective July 1, 1990, an Agreement and Declaration of Trust establishing the Labor-Management Cooperation Trust of the Stacks, Chimneys, Silo and Natural Draft Cooling Towers Industries was drawn up.

An hourly contribution of .05 per hour shall be submitted to the committee's office monthly on the submission forms furnished for all employees of signatory contractors. This contribution is to be paid on all employees working on new construction or maintenance, regardless of craft.

An initial payment of \$2,000 per year or \$500.00 quarterly shall be paid in advance. All hours worked shall be reported on the submission forms furnished. The contractor shall not be required to submit monies until his advance is exhausted-whether monthly or yearly.

In the event the EMPLOYER fails to make prompt and timely reports as required and payment of the contributions to the Trust, the Committee, following seventy-two (72) hours written notice, may order cessation of all work covered by EMPLOYER on all jobs of EMPLOYER until such reports are made and contributions due are paid.

Continued failure by the signatory Employer to make prompt, timely reports as required and payment of contributions to the Trust as provided for herein will result in the project and any future projects being manned and performed under the terms and conditions of the applicable work area collective bargaining agreement only.

Signatory contractors will be furnished a copy of the Declaration of Trust.

JURISDICTIONAL DISPUTES

XV. There shall be no strikes or lockouts by reason of jurisdictional disputes. The Union agrees to take any and all steps necessary to settle such disputes. The parties of this Agreement will be guided by Decisions of Record, Agreements of Record or National Agreements between the disputing unions. When no decision or agreement is in existence, then the disputed work will be assigned in accordance with prevailing practice in the locality.

SAVING CLAUSE

XVI. Any provision in this Agreement which is in contravention of any National, State or Local law or governmental regulation 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 or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of such provision in territories covered by this Agreement to which the law or regulation is not applicable, nor

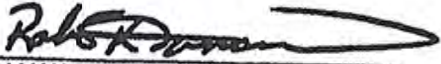
shall it affect the operation of the remainder of the provisions of this Agreement within the territorial limits to which such law or regulation is applicable.

DURATION

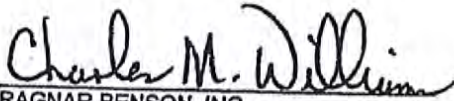
XVII. This Agreement shall become effective on all projects bid on or after January 1, 2004, and shall continue in full force and effect for a period of one (1) year from date hereof and from year to year thereafter; unless notice of termination or modification is given in writing by either party to the other party sixty (60) days prior to any anniversary date thereof. Once a job has been bid, the conditions under this Agreement will exist until the completion of the contract.

AGREEMENT for NATURAL DRAFT COOLING TOWER – JANUARY 1, 2004

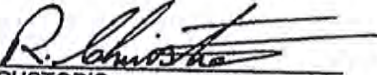
EMPLOYERS



PULLMAN POWER LLC
By: Robert Duncan
Title: Vice President, Construction



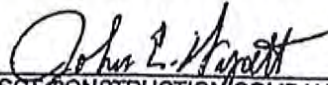
RAGNAR BENSON, INC.
By: Charles M. Williams
Title: Vice President & General Manager



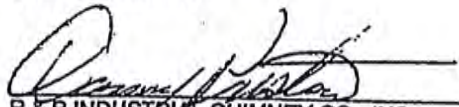
HAMON CUSTODIS
By: Rod Christie
Title: Manager of Construction



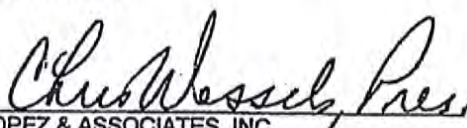
AMERICAN BOILER & CHIMNEY
By: Jerry Kaelln
Title: President



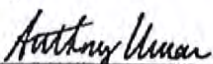
SCT CONSTRUCTION COMPANY
By: John Wyatt
Title: President



R & P INDUSTRIAL CHIMNEY CO., INC.
By: Danny Pfeston
Title: President



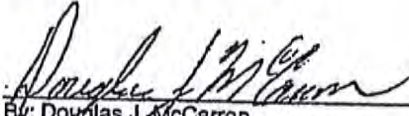
LOPEZ & ASSOCIATES, INC.
By: Chris Wessels
Title: President



COMMONWEALTH CONSTRUCTORS, INC.
By: Anthony Umar
Title: General Manager

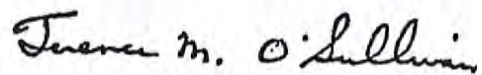
UNIONS

UNITED BROTHERHOOD OF CARPENETERS
AND JOINERS OF AMERICA



By: Douglas J. McCarron
Title: General President

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



By: Terence M. O'Sullivan
Title: General President

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS



By: Joseph J. Hunt
Title: General President

AGREEMENT FOR STACKS-CHIMNEYS

PREAMBLE

I. This Agreement is made and entered into this 1st day of January 1, 2004, between the signatory Employers, hereinafter called the EMPLOYERS, and the United Brotherhood of Carpenters and Joiners of America, Laborers' International Union of North America, AFL-CIO; and International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, hereinafter called the UNION.

This Agreement supersedes the Chimney and Stack Agreement dated January 1, 1971, with the Laborers' International Union and the Composite Agreement between the parties signatory hereto and also supersedes all previously dated agreements for Stacks & Chimneys.

SCOPE OF AGREEMENT

II. This Agreement shall be in effect within the boundaries of the United States, and covers the field construction by jump or slip method of hollow concrete columns, such as chimneys. The provisions of this Agreement shall include the construction of chimneys and chimney liners of any materials normally installed by the signatory crafts, and the repair and demolition of any of the aforementioned structures.

UNION RECOGNITION

III. The EMPLOYERS recognize the UNIONS as the sole and exclusive bargaining representatives for all employees performing work coming within the recognized trade jurisdiction of the respective UNIONS.

Employers signatory to this agreement will not subcontract any work within the jurisdiction of the International Union(s) that is to be performed at the jobsite except to a contractor who holds an agreement with the International Union(s) or one of its subordinate bodies or who agrees, in writing prior to or at the time of the execution of the subcontract (s) to be bound by the terms of this Agreement.

PRE-JOB CONFERENCE

IV. Prior to the start of work at a jobsite, a pre-job conference will be held with representatives of the appropriate Local and International UNIONS.

HIRING OR REFERRAL OF MEN

V. Where Local Unions have negotiated or established hiring procedures, not inconsistent with the law, the EMPLOYERS will use these established hiring procedures. The UNIONS shall endeavor to refer men for employment to the EMPLOYERS that have the following qualifications:

1. Previous construction experience in the particular type of work involved.
2. Special aptitude to work at high elevations.
3. Good safety records.

WORK RULES

VI. The Work Rules Agreement effective April 1, 1971, and any amendments by and between the Building and Construction Trades Department, AFL-CIO, and the National Constructors Association hereby becomes a part of this Agreement including any changes and amendments as they become effective.

SUPERVISION

VII. The UNIONS recognize the specialized nature of the work covered under this Agreement. The selection and appointment of working foremen, and general foreman if required, shall be the responsibility of the EMPLOYER, and the EMPLOYER shall be permitted to provide men from outside the local jurisdiction for these classifications. These men shall be members of the respective UNIONS in good standing, and shall be cleared in by the Local Unions. Local area foremen, if qualified in this type of work, shall be given consideration by the EMPLOYER.

WORK FORCE

VIII. In addition to supervision, the EMPLOYER shall be permitted to provide up to one-third of the work force from outside the local jurisdiction. The men shall be members of the respective UNIONS in good standing, and shall be cleared in by Local Unions. The EMPLOYERS will not be required to pay men within the Local Union travel and living allowance paid regular company employees from outside the local jurisdiction.

SAFETY

IX. All work of the EMPLOYER shall be performed under safety conditions, which conform to State and Federal Regulations. It shall also be a requirement of the employees to conform to safety regulations and measures as provided by the EMPLOYERS and Owners.

WAGES AND WORKING CONDITIONS

X. Except as provided in this Agreement, the EMPLOYERS agree to conform to the wages, fringes and working conditions contained within the collective bargaining agreement existing in the area where the work is performed.

For the purposes of this Agreement, where a project or other special on-site Agreement is in effect, it shall be recognized as the prevailing collective bargaining agreement.

After the EMPLOYERS' operations have commenced on any job, no subsequent 'change in wages, fringes or working conditions shall become effective except to the extent that any change in wages, fringes or working conditions shall have been agreed upon and in accordance with the effective date resulting from negotiation between the recognized bargaining agency of contractors in the area where work is being performed. Pending completion of such negotiations, there shall be no work stoppage by the employees, provided the contractor agrees in writing to pay retroactive conditions agreed to from expiration of contract dates. (Effective date of increase.)

Wage rates for all three crafts for the work to be performed, shall be the base rate as stipulated in the Local Agreements, exclusive of special skill and other condition premium. In addition to the base rate, each employee shall receive a premium of \$2.00 per hour for all time worked, which shall commence at the base of the structure and shall cease when the structure is completed. Premium pay will apply only to hours worked.

Laborers' Mason Tenders assigned to work at the base of the structure on a full time basis shall receive the base rate set forth in the Local Agreement covering such assignments, plus \$1.00 per hour premium.

The UNIONS recognize the EMPLOYERS' right to use, within the Scope of this Agreement, a composite crew formed of men from the crafts party to this Agreement, each of whom will do the work as directed without regard to their craft jurisdictional lines. Employment of a composite crew will be subject to the following conditions:

- A. The composite crew will be used on the set-up, construction and the dismantling of the concrete work. Any other work performed on the job when the composite crew is in effect will be done by the composite crew. Other work on the job, such as foundations, linings other than concrete, and any other permanent items that are not erected along with the concrete work, will be erected along regular craft jurisdictional lines.
- B. The composite crew will consist of equal numbers of each craft insofar as possible, and in no case will the differential in the number of men from each craft be more than one.
- C. The size of the composite crew required for any particular project during any phase of construction shall be determined by the EMPLOYER.
- D. If there are absentees at any time, work shall proceed without interruption or slowdown, even though the composite crew is below the stipulated requirement. The EMPLOYER shall notify the respective Local Unions for replacements or additional manpower.

Reporting Time: Unless notified prior to leaving home not to report, when an employee reports for work, he receives two (2) hours' pay. If employee is put to work; he receives four (4) hours' pay. If the employee is put to work after four (4) hours, he receives eight (8) hours' pay. Notwithstanding the foregoing, the employee must remain on the job if so requested, in order to be entitled to the pay as provided above, and must also comply with the request of the EMPLOYER to return to work should the weather permit during the waiting time and the EMPLOYER desires to commence the work.

SHIFT WORK

XI. Shift work may be performed at the option of the EMPLOYER, but when performed it must continue for a period of not less than five (5) consecutive workdays, and a workweek will commence at 8:00 A. M. Monday and extend to 8:00 A. M. Saturday, unless otherwise mutually approved at pre-job conference.

Irrespective of provisions in Local Agreements, shift schedules and compensation shall be as follows:

First or day shift,	8 hours pay for 8 hours worked inclusive of 1/2 hour lunch period
Second shift,	8 1/2 hours pay for 8 hours worked inclusive of 1/2 hour lunch period
Third shift,	9 hours pay for 8 hours worked inclusive of 1/2 hour lunch period

Time and one-half shall be paid for actual hours worked in excess of scheduled shift work hours. There shall be a lunch period of one-half hour provided at the mid-point of each shift. When

employees are required to work through their lunch period they will be paid time and one-half for that lunch period.

When two (2) shifts are employed, each shift shall work 7112 hours for eight (8) hours' pay at the rate established by this Agreement.

In case of non-composite crew work on shift work, work will be performed along jurisdictional lines except in the case of short term emergencies and absentees in either of the three crafts during the shift. In these cases, work will be performed by utilizing the other two crafts until replacements can be provided by the UNION.

JOINT LABOR-MANAGEMENT COMMITTEE

XII. A Joint Labor-Management Administrative Committee, hereinafter referred to as the Committee, shall be established immediately following the date of this Agreement. The Committee shall exercise over-sight over all projects placed under this Agreement; it is empowered to resolve any dispute over the meaning and application of this Agreement. The Committee will schedule regular and periodic meetings.

The Committee shall consist of an equal number of EMPLOYER and UNION representatives, not to exceed 3 persons on each side. The UNION member will represent the interest of the signatory UNIONS and the EMPLOYER members will represent the interests of the signatory EMPLOYERS. EMPLOYER representatives shall be appointed by the EMPLOYERS signatory to the Agreement, and UNION representatives shall be appointed by the signatory International Unions.

XIII. Effective July 1, 1990, an Agreement and Declaration of Trust establishing the Labor-Management Cooperation Trust of the Stacks, Chimneys, Silos and Natural Draft Cooling Towers Industries was drawn up.

An hourly contribution of .05 per hour shall be submitted to the Committee's office monthly on the submission forms furnished for all employees of signatory contractors. This contribution is to be paid on all employees working on new construction or maintenance, regardless of craft.

An initial payment of \$2,000 per year or \$500.00 quarterly shall be paid in advance. All hours worked shall be reported on the submission forms furnished. The CONTRACTOR shall not be required to submit monies until his advance is exhausted whether monthly or yearly.

In the event the EMPLOYER fails to make prompt and timely reports as required and payment of the contributions to the Trust, the Committee, following seventy-two (72) hours written notice, may order cessation of all work covered by EMPLOYER on all jobs of EMPLOYER until such reports are made and contributions due are paid.

Continued failure by the signatory Employer to make prompt, timely reports as required and payment of contributions to the Trust as provided for herein will result in the project and any future projects being manned and performed under the terms and conditions of the applicable work area collective bargaining agreement only.

Signatory contractors will be furnished a copy of the Declaration of Trust.

NO STRIKE-NO LOCKOUTS

XIV. In the event of any dispute, the EMPLOYER agrees that there will be no lockout and the UNIONS agree that there will be no stoppage or slowdown of work, nor any strike of its members,

either collectively or individually, and all disputes will be settled as provided in the following paragraph:

SETTLEMENT OF DISPUTES

A. Jurisdictional disputes among the three (3) crafts covered by this Agreement will not be recognized on composite crew work. All grievances other than jurisdictional arising out of the application or interpretation of this Agreement shall be handled in the following manner:

1. When grievances cannot be settled locally by the Steward and the EMPLOYER'S representative in charge, the matter shall be taken up at the jobsite with the representative of the EMPLOYER directly by the Business Representative of the UNION.

2. In the event the grievance cannot be settled, as above provided, within three (3) calendar days after it arises, it shall immediately, upon request of either party, be submitted to the International President of the UNION involved or his designated Representative, and a Representative selected by the EMPLOYER involved for consideration and settlement.

3. In the event the grievances cannot be settled, as above provided in seven (7) calendar days after submission to the International and the EMPLOYER, then they may select an impartial arbitrator mutually agreeable to them, to hear and pass upon the case in dispute. All parties agree to be bound by the decision of the arbitrator, and the cost of arbitration shall be borne equally by all parties.

SAVINGS CLAUSE

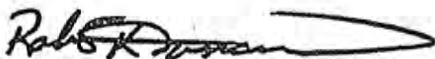
XV. Any provision in this Agreement which is in contravention of any National, State or Local law or governmental regulation affecting all or part of the territorial limits covered by this Agreement shall be suspended in operation within the territorial limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of such provisions in territories covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operation of the remainder of the provisions of this Agreement within the territorial limits to which such law or regulation is applicable.

DURATION

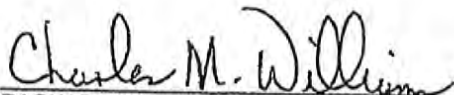
XVI. This Agreement shall become effective on all projects commencing on or after January 1, 2004, and shall continue in full force and effect for a period of one year from the date hereof and from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party sixty (60) days prior to any anniversary date thereof.

AGREEMENT for STACKS- CHIMNEYS – JANUARY 1, 2004

EMPLOYERS



PULLMAN POWER LLC
By: Robert Duncan
Title: Vice President, Construction



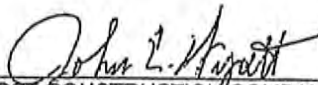
RAGNAR BENSON, INC.
By: Charles M. Williams
Title: Vice President & General Manager



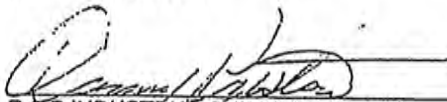
HAMON CUSTODIS
By: Rod Christie
Title: Manager of Construction



AMERICAN BOILER & CHIMNEY
By: Jerry Kaelin
Title: President



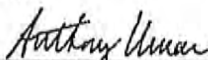
SCC CONSTRUCTION COMPANY
By: John Wyatt
Title: President



R & P INDUSTRIAL CHIMNEY CO., INC.
By: Danny Preston
Title: President



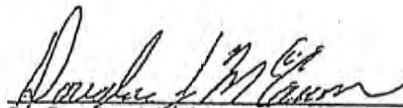
LOPEZ & ASSOCIATES, INC.
By: Chris Wessels
Title: President



COMMONWEALTH CONSTRUCTORS, INC.
By: Anthony Umar
Title: General Manager

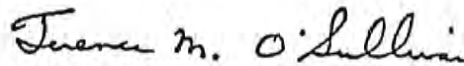
UNIONS

UNITED BROTHERHOOD OF CARPENETERS
AND JOINERS OF AMERICA



By: Douglas J. McCarron
Title: General President

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



By: Terence M. O'Sullivan
Title: General President

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS



By: Joseph J. Hunt
Title: General President

**MAINTENANCE ADDENDUM
TO THE
AGREEMENT FOR STACKS-CHIMNEYS**

PREAMBLE

This Addendum is made and entered into this 1st day of July, 1994, between the EMPLOYERS and UNIONS for the purposes of modifying and amending all previously dated agreements for Stacks-Chimneys, when performing maintenance, repair, replacement, demolition and renovation work on stacks and chimneys and for like structures as indicated in Scope of Agreement, Article II below.

ARTICLE II-SCOPE OF AGREEMENT

This article is hereby amended to cover all work performed on existing structures such as chimneys, stacks, liners, coatings scrubbers, precipitators and their appurtenances, including ductwork interconnecting related structures. Also included within this scope are other hollow concrete columns such as lowering wells and prill towers and appurtenances pertaining to each.

ARTICLE VIII-WORK FORCE

This article is hereby amended as follows:

For each shift worked, the EMPLOYER shall be permitted to bring with him the first three men. Should additional employees be required, the EMPLOYER shall be permitted to provide up to one-third of the work force from outside the local jurisdiction (including the first three men). The EMPLOYER shall make work assignments. The UNIONS recognize that project maintenance conditions do not always justify adherence to craft lines, which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved.

ARTICLE X-WAGES AND WORKING CONDITIONS

Paragraphs of Article X are hereby amended to include the following:

Paragraph 1:

The Joint - Management Committee established in Article XII may, on designated projects, negotiate for special agreements or conditions.

Paragraph 4:

Wage rates for all three crafts for the work performed shall be the base rate as stipulated in the Local Agreements, exclusive of add-on premiums.

Paragraph 5:

For the purposes of this Addendum, Paragraph 5 is deleted.

Paragraph 7:

Is amended by the deletion of the second and third sentences, which apply to the four and eight hour pay provisions. Article X is further amended to include the following three paragraphs:

The EMPLOYER may utilize a work schedule to satisfy project requirements.

For work covered under this Addendum, a make-up day will be allowed.

All time worked before or after the established work day or workweek, except for make-up days, shall be paid at time-and one-half. All time worked on Sundays (except on a staggered work week) and holidays, shall be paid at the double-time rate:

ARTICLE XI-SHIFT WORK

Article XI is hereby amended to include the following:

Shift work may be performed at the option of the EMPLOYER without requirement for any minimum consecutive workdays.

The employment of a first shift is not required to work a second or third shift.

All other provisions in the January 1, 2004 Agreement for Stacks-Chimneys remain in full force and effect.

DURATION

This Addendum shall become effective on all work commencing on the effective date and shall continue in full force and effect for the duration of the Agreement for Stacks-Chimneys from year to year unless notice of termination or modification is given in writing by either party to the other sixty (60) days prior to any anniversary date of the Agreement.

PRE-CAST ADDENDUM TO THE AGREEMENT FOR STACKS-CHIMNEYS

This Addendum is made and entered into this 1st day of July, 1994, between the EMPLOYERS and UNIONS for the purposes of modifying and amending all previously dated agreements for Stacks-Chimneys, when erecting or modifying stacks and chimneys and for like pre-cast structures as indicated in Scope of Agreement, Article II, below:

ARTICLE II-SCOPE OF AGREEMENT

The article is hereby amended to cover all work performed on pre-cast erection or modification of chimneys, stacks, and liners, including ductwork and interconnecting related structures.

The composite crew will be used on the set-up of stack, starting at the base and will continue through the construction of the stack and on the erection, and dismantling of scaffolding. All prefabricated items, such as prefabricated liners or duct connecting collars that have to be installed in conjunction with the pre-cast units and take place before demobilization of scaffolding will be done by the composite crew, as interpreted in the Stack and Chimney Agreement.

All other provisions in the Revised January 1, 2004 Agreement for Stacks-Chimneys remain in full force and effect.

617 202-956-4617

AGREEMENT for STACKS- CHIMNEYS - JANUARY 1, 2004

EMPLOYERS

Robert Duncan
PULLMAN POWER LLC
By: Robert Duncan
Title: Vice President, Construction

Charles M. Williams
RAGNAR BENSON, INC.
By: Charles M. Williams
Title: Vice President & General Manager

Rod Christie
HAMON CUSTODIS
By: Rod Christie
Title: Manager of Construction

Jerry Kaslin
AMERICAN BOILER & CHIMNEY
By: Jerry Kaslin
Title: President

John L. Wyatt
SCT CONSTRUCTION COMPANY
By: John Wyatt
Title: President

Danny Preston
R & P INDUSTRIAL CHIMNEY CO., INC.
By: Danny Preston
Title: President

Chris Wessels
LOPEZ & ASSOCIATES, INC.
By: Chris Wessels
Title: President

Anthony Umar
COMMONWEALTH CONSTRUCTORS, INC.
By: Anthony Umar
Title: General Manager

Richard T. Lohr
INTERNATIONAL CHIMNEY CORPORATION
By: Richard T. Lohr

UNIONS

UNITED BROTHERHOOD OF CARPENETERS AND JOINERS OF AMERICA

Douglas J. McCarron
By: Douglas J. McCarron
Title: General President

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Terence M. O'Sullivan
By: Terence M. O'Sullivan
Title: General President

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

Joseph J. Hunt
By: Joseph J. Hunt
Title: General President

[Signature]

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, 2007 through Oct. 31, 2010

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, and November 1, 2007

1 PREAMBLE

2
3 WHEREAS, The parties hereto have main-
4 tained a mutually satisfactory bargaining
5 relationship in the work area covered by col-
6 lective agreements between them which
7 have been in effect over a substantial period
8 of years; and
9

10 WHEREAS, The International
11 Brotherhood of Boilermakers, Iron Ship
12 Builders, Blacksmiths, Forgers, and Helpers
13 and/or subordinate subdivisions thereof
14 embrace within their membership large
15 numbers of qualified journeymen who have
16 constituted in the past, and continue so to
17 do, a majority of the employees employed
18 by the Employer herein;
19

20 WHEREAS, The Contractor and the
21 Brotherhood recognize that this
22 Agreement must take into consideration
23 the transitory nature of the work done by
24 the Contractor; and
25

26 WHEREAS, The nature of many of the
27 products of the Contractor is such that a suf-
28 ficient proportion of skilled and trained
29 workers is required to construct them safely,
30 economically, and well; and
31

32 WHEREAS, The comparatively short
33 duration of most field erection jobs compels
34 the skilled and trained workers to live a

1 migratory life, which makes it impossible to
2 localize such construction; and
3

4 WHEREAS, local or area agreements, reg-
5 ulations, and practices do not adequately
6 provide for a strictly national approach to
7 the problem;
8

9 NOW, THEREFORE, the Contractor and
10 the Brotherhood do hereinafter agree to the
11 following articles applicable to field erec-
12 tion work:
13

14 **ARTICLE 1**
15 **SCOPE AND RECOGNITION**
16

17 Art 1(a) This Agreement embraces all con-
18 struction work coming under the jurisdiction
19 of the Brotherhood in the United States.
20

21 Art 1(b) The Employer recognizes the
22 Union as the sole and exclusive bargaining rep-
23 resentative for all field construction, mainte-
24 nance and repair boilermakers, helpers, learner
25 helpers, mechanic trainees, and apprentices
26 employed by the Employer now or during the
27 life of this Agreement with respect to wages,
28 hours, and conditions of work.
29

30 Art 1(c) Where membership is required
31 under Article 4(a) employees in the follow-
32 ing classifications need not be members of
33 the Brotherhood: civil, electrical and
34 mechanical engineers, field inspectors, time-

1 keepers, watchmen, water boys, messenger
2 boys, and office workers, provided they do
3 not perform any of the work covered by the
4 terms of this Agreement.
5

6 Art 1(d) It is further understood that the
7 men on each job will not interfere in any
8 way with the affiliation or non-affiliation of
9 the employees of the Contractor's customer
10 or of the owner or with the employees of
11 other contractors.
12

13 **ARTICLE 2**
14 **CLASSIFICATION OF WORK AND**
15 **MANPOWER RATIOS**
16

17 Art 2(a) All work in the erection of con-
18 tainment vessels, process and surge tanks in
19 industries other than the food, beverage,
20 pharmaceutical industry, ethanol and/or
21 biofuel tanks, penstocks, pit liners, scroll
22 cases, draft tubes, gates, stacks and stack lin-
23 ers, and all other work in connection with
24 dams and locks, water softeners, water filter
25 plants of any type, material, shape or pres-
26 sure including but not limited to tower tanks,
27 swimming pools, and other cylindrical struc-
28 tures, controlled environmental clean rooms,
29 isolation chambers, test rooms, glove boxes,
30 hygienically-controlled rooms, laboratories,
31 liner plates and similar appurtenances, wind
32 turbines and all components attached,
33 including shaft/riser to support turbine and
34

1 turbine blade installation shall be performed
2 under the provisions of this Agreement. The
3 hire and assignment of men on the work as
4 set forth above shall be as follows:
5

6 Art. 2(a)(1) The foreman (Article 8) and
7 the first seven (7) men, including the
8 pusher (assistant foreman), shall be
9 national transient boilermakers and the
10 next five (5) shall be local boilermakers, if
11 available and qualified.
12

13 Art. 2(a)(2) Provided local boilermakers are
14 available and qualified, national transient
15 boilermakers and local boilermakers shall be
16 hired alternately one for one thereafter.
17

18 Art. 2(a)(3) An exception to the above ref-
19 erenced ratio on multiple tank jobs built
20 simultaneously, the first seven (7) men
21 including the pusher (assistant foreman)
22 shall be national transient boilermakers and
23 the next three (3) shall be local boilermakers
24 if available and qualified. Provided local
25 boilermakers are available and qualified,
26 national transient boilermakers and local
27 boilermakers shall be hired alternately one
28 for one thereafter.
29

30 Art. 2(b) Tank Erection. Due to the hazards
31 and skills required, tower tanks, storage
32 tanks, process and surge tanks in the food,
33 beverage, pharmaceutical industry, ethanol
34 and/or biofuel tanks, standpipe and reser-

1 voir erection work is excepted from the
2 above provisions governing assignment of
3 men and the Contractor shall determine for
4 himself whether to erect such a structure
5 with a crew composed entirely of national
6 transient boilermakers or whether such
7 crew shall consist of a partial crew of nation-
8 al transient boilermakers supplemented by
9 local boilermakers.
10

11 When the National Transient Division
12 (NTD) Articles of Agreement (previously the
13 NTL Articles of Agreement) is excluded in its
14 entirety from Project Labor Agreements,
15 except for tower tank erection, the above ref-
16 erenced work shall be performed under the
17 provisions of Article 2(a) above.
18

19 Art. 2(c) All work on boilers and in con-
20 nection with boilers (nuclear or fossil fired)
21 including precipitators, uptakes, down com-
22 ers, heat exchangers, condensers, condenser
23 boxes, casing and breeching or duct regard-
24 less of configuration and other appurte-
25 nances (of a non-cylindrical configuration)
26 shall be done by local boilermakers under the
27 terms of applicable local or area agreement.
28

29 All work in connection with electrostatic
30 precipitators, regardless of configuration,
31 non-cylindrical scrubbers, non-cylindrical
32 breeching, non-cylindrical duct shall be
33 done by local boilermakers under the terms
34 of applicable local or area agreement.

1 Art. 2(d) The above classifications of work
2 [Articles 2(a), 2(b), and 2(c)] and all other
3 provisions of this Agreement shall apply to
4 dismantling, conversion, repair, demolition,
5 and maintenance work except as otherwise
6 provided in Addendum D, made a part
7 hereof.
8

9 Art. 2(e) The Contractor may use a higher
10 ratio of local boilermakers, provided the men
11 are available. A higher ratio of national trans-
12 sient boilermakers may be used if competent
13 local boilermakers are not available. Other
14 employees may be used if neither local nor
15 national transient boilermakers are available.
16 However, in these situations, the Contractor
17 shall contact the Local Lodge Business
18 Manager or Assistant and so advise. Men
19 employed on a job as provided herein shall
20 not be replaced for the purpose of establish-
21 ing the applicable ratios set forth above.
22

23
24 ARTICLE 3
25 BOILERMAKER CLASSIFICATIONS AND
26 REFERRAL OF MEN
27

28 Art. 3(a) For the purpose of this
29 Agreement, national transient boilermakers
30 are boilermakers by trade who customarily
31 work in different parts of the country and
32 local boilermakers are boilermakers by trade
33 who customarily work in a local area.
34

1 Art. 3(b) Local boilermakers shall be
2 referred from the out-of-work list in accor-
3 dance with the referral procedure of applica-
4 ble local or area agreements. Local men
5 when referred shall be qualified construc-
6 tion boilermakers on the primary out-of-
7 work list of the Local Lodge. If the
8 Contractor desires certain experienced and
9 specially skilled men he may call for such
10 men who, if available, shall be referred by
11 the local Business Manager. Such requests
12 shall be confirmed by letter, fax, or e-mail.
13

14 Art. 3(c) Selection of applicants for referral
15 by the Union or initial employment by the
16 Contractor shall be on a non discriminatory
17 basis and shall not be based on, or in any way
18 affected by, union membership, by-laws,
19 rules, regulations, constitutional provision, or
20 any other aspect or obligation of union mem-
21 bership, policies, or requirements.
22

23 There shall be no discrimination by the
24 Contractor or the Union against any
25 employee because of the employee's race,
26 color, religion, sex, age, or national origin.
27

28 Art. 3(d) Employees shall not be withdrawn
29 from the Contractor's employ without the
30 consent of the Contractor's foreman.
31 However, if it becomes necessary to with-
32 draw any employee, the Contractor shall
33 have the right to replace such employee
34 from any source.

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**ARTICLE 4
MEMBERSHIP**

Art 4(a) All employees of the Contractor covered by this Agreement shall, as a condition of employment, become and remain members of the Brotherhood. Application for membership must be made within the first thirty (30) days of employment. (This clause shall be effective only in those states permitting union security.)

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

Art 4(c) The Brotherhood agrees to admit as national transient boilermakers employees of the Contractor who apply for admission according to the rules and regulations of the Brotherhood and not to expel or suspend any employee of the Contractor from membership except in accordance with such rules and regulations.

Art 4(d) It is understood and agreed that neither the Brotherhood nor any of its representatives will undertake to persuade national transient boilermakers to change their employment to another Contractor.

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

**ARTICLE 5
DEDUCTION UNION OBLIGATION**

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

Art 5(a)(1) Initiation or reinstatement fees of an applicant for membership in two (2) equal installments starting with the first full weekly pay period of the applicant. This payment arrangement is for the convenience of the applicant in order that at the end of two (2) weeks, the total amount of initiation or reinstatement fees will have been paid and upon receipt of same by the member's respective Local Lodge, the applicant, in

1 accordance with the established procedure,
2 will then become a member.
3

4 Art 5(a)(2) Regular monthly dues of nation-
5 al transient boilermakers will be paid from
6 the first weekly payroll period of each calen-
7 dar month. If deductions are not made by
8 the Contractor, the member will be responsi-
9 ble for payment of monthly dues.
10

11 Art 5(a)(3) Union service charge, or field
12 dues, starting with the first weekly pay peri-
13 od of all employees covered by this
14 Agreement, will be paid on all hours for
15 which the employee is paid at the rate estab-
16 lished by the Union in accordance with the
17 Local Lodge By-Laws and Constitution.
18

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

1 ing from this activity which is deemed to be
2 a service to the Union by the Contractor.
3

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

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

28 Art 5(d) Union obligation deductions as
29 referred to above, excluding Article 5(a)(2),
30 and deducted by the Contractor shall be for-
31 warding monthly to the International
32 Secretary-Treasurer's office, 753 State Avenue,
33 Suite 565, Kansas City, KS 66101, along with
34 an itemized listing of such deductions.

1 **Art 5(e)** The itemized listing of the afore-
2 said field dues deductions shall include, by
3 Local Lodge, all employees employed, the
4 number of hours worked and amounts
5 deducted therewith. Said listing shall be on
6 a weekly basis and shall be forwarded in
7 duplicate along with the amounts covering
8 same at intervals not to exceed the number
9 of weekly payroll periods in any one calen-
10 dar month.

11
12 **Art 5(f)** Any provision of this Article pro-
13 hibited by any Federal or State law shall be
14 inoperative.

15
16 **Art 5(g)** The responsibility of the
17 Brotherhood with respect to deductions
18 above authorized is set forth in the form of
19 authorization quoted in Article 5.

20
21 **Art 5(h)** Payment of back dues accruing
22 during unemployment will be arranged
23 between the employee, the Brotherhood,
24 and the Contractor.

25
26 **Art 5(i)** The financial obligation of local
27 resident members will be a matter between
28 the individual and his Local Lodge, except
29 as otherwise provided in Article 5.

30
31
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33
34

1 **ARTICLE 6** 2 **JOB NOTICES**

3
4 In order to insure the satisfactory progress
5 of each job, the following procedure will be
6 observed by the Contractor.

7
8 **Art 6(a)** Furnish (by electronic mail or
9 facsimile at the Contractors option) to the
10 NTD Director, International Representative,
11 and Local Lodge Business Manager, at least
12 fifteen (15) days when possible before the
13 start of a job, copies of job notices which
14 must contain the following information:
15 name of customer (owner and customer if
16 different), complete description and exact
17 location of job site, approximate starting
18 date, approximate completion date, infor-
19 mation regarding lining of tank or vessel,
20 name of job foreman (if supplied by
21 Contractor), the approximate number,
22 names, and Social Security numbers, if
23 known at the time of submittal but in no
24 case later than the first ten (10) working
25 days, of national transient boilermakers ,
26 and the approximate number, classification,
27 and qualifications of local boilermakers
28 required and applicable wage rate (which
29 shall include vacation, savings, health &
30 welfare, pension, apprenticeship funds, and
31 annuity pay) to be paid to employees. Only
32 in cases where the fifteen (15) or more days'
33 notice has been given, at least seven (7) days
34 prior to the start of the job the area Business

1 Manager shall notify the Contractor on a
2 prepared form whether or not he will be
3 able to supply the job requirements. If such
4 notice is not received, the Contractor may
5 assign national transient boilermakers up to
6 the first ten (10) men on the job. If conditions
7 subsequently require a change in starting
8 date, all interested parties shall be notified
9 immediately.

10
11 Art 6(b) The Contractor shall, prior to the
12 foreman's arrival at the job location, notify
13 the Local Lodge Business Manager, by tele-
14 phone, fax, or e-mail, where equipment
15 exists. If appropriate, notice shall be included
16 in such fax or e-mail that additional boiler-
17 makers are needed. The Local Lodge
18 Business Manager shall notify the Contractor
19 by fax or e-mail within twenty-four (24)
20 hours whether or not he will be able to sup-
21 ply job requirements as provided herein.

22
23 In the event he is unable to supply the job
24 requirements within forty-eight (48) hours
25 from the time he was notified by the
26 Contractor, the foreman may supply the job
27 requirements from other sources consistent
28 with the terms of this Agreement.

29
30 Art 6(c) Failure to comply with Article 6
31 may result in suspension from the
32 Agreement at the discretion of the
33 International President and the Employer
34 Chairman.

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**ARTICLE 7
PRE-JOB CONFERENCES**

If requested by the Local Lodge Business
Manager or by the Contractor, a pre-job con-
ference shall be held. The Local Lodge
Business Manager, the Contractor represen-
tatives, and the NTD International
Representative in that particular area (when
available) will be in attendance at the pre-job
conference. The Contractor shall make
arrangements for the meeting through the
Local Lodge Business Manager.

**ARTICLE 8
SUPERVISION**

Art 8(a) Foremen. On work under Articles
2(a), 2(b), and 2(c) the foreman on each shift
shall be a regular employee of the
Contractor and his selection shall be solely
the responsibility of the Contractor. No
other foreman shall be required on work
covered by Articles 2(a) and 2(b) nor on
work covered by Article 2(c) unless required
by the local or area agreement. The foreman
may give orders to as many men as he is
capable of handling without additional
supervisory help. Final determination, how-
ever, of the size of the force to be supervised
lies exclusively with the Contractor.
Likewise, a foreman who serves as an assis-
tant to another foreman on a large job may
give orders directly to the men on the job.

1 **Art. 8(b) Pushers (Assistant Foremen).**
2 Pushers (assistant foremen) may be regular
3 employees of the Contractor, or the
4 Contractor may select them from among the
5 available local boilermakers. The number of
6 pushers will be determined by the
7 Contractor. Pushers (assistant foremen) may
8 work with the tools at the discretion of the
9 Contractor. The Contractor is entitled to
10 require that any pusher be capable of personally
11 performing any of the work done by the
12 men over whom he will have supervision,
13 and he must have the ability and show a willingness
14 for carrying out his orders in a manner
15 satisfactory to the Contractor's foreman.
16
17 **Art. 8(c)** Where twelve (12) or less are
18 employed on a job, the foreman will be permitted
19 to work with the tools, if required by
20 the Employer. Where thirteen (13) or more
21 men are employed on a job, the foreman
22 shall not work with the tools but shall act in
23 a supervisory capacity. It is understood that
24 in the performance of his function in a
25 supervisory capacity the primary duty of a
26 foreman is that of supervision and it is not
27 intended that he take the place of a production
28 worker on the job. Any work the foreman
29 performs is for the purpose of instructing
30 and demonstrating.
31
32
33
34

1 **ARTICLE 9**
2 **PERFORMANCE OF WORK**
3
4 **Art. 9(a)** Boilermakers, helpers, learner
5 helpers, mechanic trainees, and apprentices
6 shall be assigned to and employed on work
7 covered by this Agreement.
8
9 **Art. 9(b)** The field loading, unloading, setting,
10 or placing of all materials at the construction site,
11 regardless of the type of transportation, to be erected
12 by boilermakers shall be done by boilermakers, helpers,
13 learner helpers, mechanic trainees, or apprentices if
14 available at the time the work is done.
15
16 **Art. 9(c)** No Employer shall subcontract
17 or assign any of the work described herein,
18 which is to be performed at a job site, to any
19 contractor, subcontractor, or other persons
20 or party who does not have or refuses to
21 enter into an agreement or understanding
22 which will comply with the conditions of
23 employment including, without limitation,
24 those relating to Union security, rates of pay,
25 assignment of work, working conditions,
26 and other matters covered by this
27 Agreement or a field construction
28 Agreement in effect in the area where the
29 work is erected which has been approved by
30 the International Brotherhood.
31
32 **Art. 9(d)** When requested in writing by
33 the International Brotherhood Vice
34

1 President, the Contractor will furnish a
2 signed letter on Company letterhead sta-
3 tionery, stating verification that
4 Boilermakers were assigned to and complet-
5 ed specific work on a specific job site.
6

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

17 **ARTICLE 10**
18 **CLASSIFICATIONS AND QUALIFICATIONS**
19 **OF EMPLOYEES**
20

21 Art. 10(a) Mechanic - Skilled. A boilermaker
22 is one skilled in various phases of his trade
23 including one or more of the following occu-
24 pations: welder (who must pass currently
25 recognized welders' qualification tests);
26 equipment maintenance men (who dresses
27 tools, operates the tool room, if any, and
28 keeps the equipment in safe and good work-
29 ing condition); acetylene burner; chipper; fit-
30 ter gang leader; top erector (who climbs and
31 connects steel in the air); riveter; caulker;
32 heater; buckler; and moocher (who inspects
33 welding and riveting); operators of any kind
34

1 of inspection or testing equipment who are
2 employees of Contractor. However, full time
3 operators of inspection or testing equipment
4 are not counted in manpower ratios as
5 referred to in Article 2.
6

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

25 Art. 10(c) Learner Helper. Learner helpers
26 may be employed for a period of ninety (90)
27 days at 65 percent of the mechanic's hourly
28 rate. At the Contractor's discretion, after the
29 ninety (90) days probationary period, the
30 learner helper must enter the NTD
31 Mechanic Training Program, be advanced,
32 or be terminated. A learner helper assists at
33 any of the occupations performed by
34 mechanics or helpers.

1 Art 10(d) Mechanic Trainee. Mechanic
2 trainees are learner helpers that the
3 Contractor has selected and indentured into
4 the NTD Mechanic Training Program. The
5 mechanic trainee is required to sign the
6 Mechanic Training Agreement and shall ful-
7 fill all requirements of the program.
8 Recognizing the need to train skilled boiler-
9 makers, the Contractors will make every
10 effort to indenture and work mechanic
11 trainees on their projects in keeping with the
12 established Mechanic Trainee Program.

13
14 Art 10(e) A boilermaker will be paid the
15 boilermaker's rate when hired to do boiler-
16 maker's work. He may do helper's work
17 intermittently at his boilermaker's rate of
18 pay and may be used at any of the occupa-
19 tions for which he may be fitted as is con-
20 sidered necessary by the Contractor.

21
22 Art 10(f) The number and classification of
23 employees required for any job or operation
24 shall be designated by the Contractor. The
25 final determination of whether an employee
26 is qualified to do work is the responsibility
27 of the Contractor.

28
29
30 **ARTICLE 11**
31 **FUNCTIONS OF MANAGEMENT**
32

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

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

25
26 Art 11(b) Unrestricted Output. The
27 Contractor and the Brotherhood recognize
28 the necessity of eliminating restrictions and
29 promoting efficiency and agree that no rules,
30 customs, or practices shall be permitted that
31 limit production or increase the time
32 required to do the work, and that no limita-
33 tions shall be placed upon the amount of
34 work which an employee shall perform dur-

1 ing the working day, nor shall there be any
2 restrictions against the use of any kind of
3 machinery, tools, or labor savings devices.
4 The Brotherhood will cooperate with the
5 Company in encouraging employees to
6 observe the safety regulations which shall be
7 prescribed by the Company and to work in
8 a safe manner.
9

11 ARTICLE 12 12 WAGES

13
14 Art 12(a) On all work performed by the
15 Contractor, the hourly wage rates estab-
16 lished in a local or area agreement shall be
17 paid. Where wage rates more favorable to
18 other contractors employing boilermakers
19 have been established on a job site or in a
20 specific area, such wage rates shall be appli-
21 cable to National Transient Division
22 Contractors employing boilermakers on
23 such job sites or in such specific areas also.
24

25 Art 12(b) Where helper's rate is not estab-
26 lished in a local or area agreement, the rate
27 for this classification will be 85 percent of the
28 mechanic's hourly rate.
29

30 Art 12(c) Learner helpers may be
31 employed for a period of ninety (90) days at
32 65 percent of the mechanic's hourly rate.
33 After ninety (90) days and at the
34 Contractor's discretion, learner helpers

1 must enter the NTD Mechanic Trainee
2 Program, be advanced, or be terminated.
3

4 Art 12(d) Mechanic trainee wages will be
5 determined by the Contractor. The mechan-
6 ic trainee rate will be greater than the 65 per-
7 cent learner helper rate. Pay advancements
8 will be determined by the Contractor and
9 the rate will not exceed 95 percent of the
10 mechanic's hourly rate until completion of
11 the Mechanic Training Program.
12

13 Art 12(e) Men working off the ground on
14 tower tanks shall receive not less than the
15 boilermaker helper's rate of pay. If retained
16 for sixty (60) days they shall be paid the boil-
17 ermaker's rate.
18

19 Art 12(f) Changes in local wage rates
20 when agreed upon will become effective
21 after the termination of the work contracted
22 on the current wage rate basis, but not later
23 than sixty (60) days following the effective
24 date established by the Brotherhood for such
25 local rates.
26

27 The Brotherhood agrees to notify the
28 Chairman of the Negotiating Committee for
29 the Contractors signatory to this Agreement
30 of all proposed negotiations. If the
31 Contractors receive advance notice of new
32 local hourly wage rates or notice that nego-
33 tiations are to be carried on not less than
34 forty-five (45) days prior to the effective date

1 thereof, the new wage rates will be put into
2 effect on said effective date.

3
4
5 **ARTICLE 13**
6 **HEALTH AND WELFARE PLAN**
7

8 **Art. 13(a)** The Contractor shall pay into the
9 Boilermakers National Health and Welfare
10 Fund the amount of hourly contributions
11 required to be paid to said Fund in local or
12 area Agreements for each hour worked for
13 the Contractor by all of his employees who
14 are covered by this Agreement (including
15 foremen). The Contractor agrees to and shall
16 be bound by the provisions of Addendum A
17 hereto attached relating to said Welfare Fund.

18
19 **Art. 13(b)** Where there is in effect a local
20 Health and Welfare Plan, the Contractor will
21 pay into the Boilermakers National Health
22 and Welfare Fund the amounts of contribu-
23 tions required under the local agreements
24 for all hours worked by national transient
25 employees, including foremen. However, on
26 all local men, the Contractor will pay the
27 required contributions to the local Fund for
28 all hours worked by such local men. In no
29 case will the Contractor be required to pay
30 the full obligation to both Funds.

31
32 **Art. 13(c)** Plan "G" shall be the minimum
33 plan for national transient employees.
34

1 Where the locally negotiated contribution
2 for the National Health and Welfare Fund is
3 not sufficient to maintain coverage under
4 the G Plan, the difference, when available, is
5 to be deducted from savings, vacation, or
6 other contributions normally put into
7 employee's paycheck.
8

9
10 **ARTICLE 14**
11 **PENSION PLAN**
12

13 **Art. 14(a)** The Contractor shall pay into the
14 Boilermaker-Blacksmith National Pension
15 Trust such amount as specified in applicable
16 local or area agreements for the Contractor
17 by all of his employees who are covered by
18 this Agreement (including foremen). The
19 Contractor agrees to and shall be bound by
20 the provision of Addendum B attached here-
21 to relating to said Pension Trust.
22

23 **Art. 14(b)** When there is in effect a local pen-
24 sion plan, the Contractor will pay into the
25 Boilermaker-Blacksmith National Pension
26 Trust the amount of contributions required
27 under the local area agreements by national
28 transient employees (including foremen).
29 However, on all local men, the Contractor
30 will pay the required contribution to the local
31 pension fund as required under the local area
32 agreements by such local men. In no case will
33 the Contractor be required to pay the full
34 obligation to both funds.

1 Art 14(c) No contribution will be paid into
2 the Boilermaker-Blacksmith National
3 Pension Trust for a learner helper during the
4 first 30 days of their probationary period.
5

6
7 **ARTICLE 15**
8 **APPRENTICESHIP TRAINING PROGRAM**
9

10 Art 15(a) The Contractor shall pay into the
11 Boilermakers Area Apprenticeship Fund
12 such amount per hour as specified in appli-
13 cable local or area agreements for each hour
14 worked for the Contractor by all his employ-
15 ees (including foremen) who are covered by
16 this Agreement.
17

18 Art 15(b) The Contractor agrees to and shall
19 be bound by the provisions of Addendum C
20 hereto and which relate to the said
21 Boilermakers Area Apprenticeship Funds.
22

23 Art 15(c) The Trust Agreement for the
24 Boilermakers Area Apprenticeship Funds is
25 hereby approved.
26

27 Art 15(d) The Contractor agrees to employ
28 properly indentured apprentices referred to
29 him by the Local Lodge or mechanic
30 trainees on all work except "elevated water
31 tanks." Every effort shall be made to employ
32 mechanic trainees and apprentices in keep-
33 ing with the ratio set forth in local or area
34 agreements. Such ratio shall be based on the

1 total number of national transient boiler-
2 makers and local boilermaker journeymen
3 on the job.
4

5 Neither mechanic trainees nor appren-
6 tices are to be included in the manning
7 ratios outlined in Articles 2(a), 2(b), 2(c) or
8 Addendum D.
9

10 Art 15(e) The Contractors shall pay into
11 the Manpower Optimization Stabilization &
12 Training (MOST) Fund such amounts per
13 hour as specified in the applicable local or
14 area agreement for each hour worked for the
15 Contractor by all his employees (including
16 foremen) who are covered by this
17 Agreement. This contribution shall be
18 reported on the Apprenticeship forms and
19 submitted to the National Funds office as is
20 done for Apprenticeship funds.
21

22
23 **ARTICLE 16**
24 **NATIONAL ANNUITY TRUST**
25

26 Art 16(a) The Contractor shall pay into the
27 Boilermakers National Annuity Trust such
28 hourly contributions as specified in applica-
29 ble local or area agreements for the
30 Contractor by all of his employees who are
31 covered by this Agreement (including fore-
32 men). The Contractor shall provide the
33 employee with a weekly payroll stub itemiz-
34 ing the amount paid to his annuity. The

1 Contractor agrees to and shall be bound by
2 the provisions of Addendum E attached here-
3 to relating to said National Annuity Trust.
4

5 Art. 16(b) Where there is in effect a local
6 annuity plan, the Contractor will pay into
7 the Boilermakers National Annuity Trust the
8 amount of contributions required under the
9 local area agreements by national transient
10 employees (including foremen). However,
11 on all local men, the Contractor will pay the
12 required contribution to the local annuity
13 fund as required under the local area agree-
14 ments by such local men. In no case will the
15 Contractor be required to pay the full obli-
16 gation to both funds.
17

18 Art. 16(c) No contribution will be paid into
19 the Boilermaker National Annuity Trust for
20 a learner helper during the first 30 days of
21 their probationary period.
22
23

24 ARTICLE 17 25 OTHER FRINGE CONTRIBUTION FUNDS

26 Where there is in effect a local or area
27 agreement in the area covered by the NTD
28 Agreement requiring contributions to any
29 such other Funds, excluding Industry
30 Advancement Funds, the Contractor agrees
31 to make the required contributions to said
32 Fund for all hours worked by all
33 Boilermakers covered by this agreement and
34

1 to be governed by the provisions of the
2 applicable Trust Agreement.
3
4

5 ARTICLE 18 6 BOND REQUIREMENTS

7 All Contractors employing employees
8 under this Agreement shall cause to be post-
9 ed a Surety Bond to assure proper and time-
10 ly payment of the fringe benefit contribu-
11 tions and other deductions required by
12 Articles 5, 13, 14, 15, 16, and 17 of this
13 Agreement and its appendices.
14
15

16 The minimum amount of the Surety Bond
17 shall be fifty thousand dollars (\$50,000.00)
18 and is applicable for all new signatory
19 Contractors and those signatory Contractors
20 whose Boilermaker man-hours total 100,000
21 or less as determined on a yearly basis. The
22 amount of the Surety Bond shall be eighty
23 thousand dollars (\$80,000.00) for those
24 Contractors who work over 100,000
25 Boilermaker man-hours. The Union will con-
26 sider a legally authorized bank letter of cred-
27 it in the appropriate amounts in lieu of bond.
28

29 Evidence, satisfactory to the International
30 Union, of such bonding must be presented
31 prior to the start of any construction project
32 or job and such evidence shall be main-
33 tained in the office of the Director of the
34 NTD. It is agreed that the Surety Bond may

1 not be canceled without approval of the
2 International Union.

3
4 The International Union may refuse to
5 refer men to and may withdraw men from
6 any Contractor who has not posted a bond
7 as required under this Article and such
8 refusal or withdrawal will not constitute a
9 violation of this Agreement.

10
11
12 **ARTICLE 19**
13 **HOURS**

14
15 **Art 19(a)** Working hours shall be eight (8)
16 hours per day, forty (40) hours per week,
17 Monday to Friday inclusive, unless other-
18 wise provided for in local or area agree-
19 ments that have been approved by the
20 International President.

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

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

1 can be changed only in accordance with
2 Article 19(d).

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

9
10
11 **ARTICLE 20**
12 **SHIFT WORK**

13
14 **Art 20(a)** Shift work will be paid in accor-
15 dance with applicable local or area agree-
16 ments, except where the applicable local or
17 area agreement requires shift work to be
18 paid on a premium overtime basis.

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

1 hours and pay will be on a comparable basis
2 as provided for herein.
3

4 Art. 20(c) When so elected by the
5 Contractor, men may be worked on a shift
6 basis in accordance with appropriate local or
7 area agreement having jurisdiction, provid-
8 ed the Local Lodge Business Manager is notifi-
9 ed twenty-four (24) hours in advance of the
10 effective date of the starting of such a shift.
11

12 Art. 20(d) When a job is to run for less than
13 the number of consecutive days specified in
14 the appropriate local or area agreement it
15 will be considered a short or irregular shift
16 work job and the second and/or third shift
17 shall be paid for at the appropriate overtime
18 rate or an arrangement can be worked out
19 between the Contractor and the Local Lodge
20 Business Manager where two shifts can be
21 worked with each shift working four (4)
22 straight time hours and the balance of the
23 hours at overtime.
24

25 On all shift work, the regular straight time
26 workweek begins with the day shift on
27 Monday and ends after each shift has
28 worked five days. A holiday is the 24-hour
29 period beginning at the regular starting time
30 of the day shift.
31
32
33
34

1 ARTICLE 21
2 OVERTIME AND HOLIDAYS
3

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

22 Art. 21(b) No work shall be performed on
23 Labor Day, except for the preservation of life
24 and property.
25

26 Art. 21(c) When a holiday falls on Saturday
27 or Sunday, the day observed by the nation
28 will be observed.
29

30 Art. 21(d) Any deviation from this Article
31 will be by mutual agreement between the
32 Contractor, Local Lodge Business Manager,
33 and NTD International Representative.
34

1 Art 21(e) Overtime is not to be demanded
2 of any Contractor by any workman covered
3 by this Agreement as a condition for
4 employment on a job.
5

6 Art 21(f) No employee will be allowed to
7 work more than sixteen (16) consecutive
8 hours without an eight (8) hour break,
9 except as mutually agreed to between the
10 Contractor, Local Lodge Business Manager,
11 and NTD International Representative.
12

13 Art 21(g) Employees required to work
14 unscheduled overtime in excess of two (2)
15 hours past the regular quitting time of their
16 shift shall be allowed thirty (30) minutes to
17 eat lunch without loss of pay and, if work is
18 to continue an additional four (4) hours,
19 they shall be allowed an additional thirty
20 (30) minutes to eat without loss of pay.
21

22
23 **ARTICLE 22**
24 **WAITING TIME AND TRAVEL AUTHORIZATION**
25

26 Art 22(a) Reporting and travel expense
27 authorization shall be made by the author-
28 ized company representative. On the com-
29 pletion of a job the company's foreman or
30 office must immediately either authorize
31 each man to report to a new job for rehire or
32 inform him that the company has no work
33 for him for the time being.
34

1 Art 22(b) The reporting date shall not be
2 later than five (5) regular working days after
3 the date of authorization or waiting time
4 and subsistence will be paid after the fifth
5 regular working day.
6

7 Art 22(c) When men are authorized by the
8 Contractor to report to a job at another loca-
9 tion on a certain day, but are not placed at
10 work until a later date, they shall be paid
11 two and one-half (2-1/2) hours at the estab-
12 lished local rate for each normal working
13 day after so reporting until given work or
14 released from the job, in which case the man
15 will be paid return transportation to his
16 home or to the point from which he was
17 hired, whichever is less.
18

19 Art 22(d) No waiting allowance will be
20 made for days lost on account of unwork-
21 able weather unless already on waiting time.
22

23 Art 22(e) No waiting allowance shall be
24 paid for days lost at any time on account of
25 strikes.
26

27
28 **ARTICLE 23**
29 **MINIMUM PAY AND REPORTING TIME**
30

31 Art 23(a) All employees employed on
32 work covered by Article 2(a) or 2(b) who
33 report for work shall receive not less than
34 two (2) hours pay. If the employee starts to

1 work, he shall receive four (4) hours pay or
2 be paid for the time required to remain on
3 the job, whichever is greater. The foreman
4 on the job, shall determine whether or not
5 such employees will start work, and when
6 employees shall be released in keeping with
7 the above.

8
9 **Art 23(b)** If an employee is laid off after
10 beginning the second half of his shift for any
11 reason other than bad weather, breakdown
12 in machinery, or any cause beyond the direct
13 control of the Contractor, he shall receive a
14 full day's pay at the applicable rate.

15
16 **Art 23(c)** Any employee who is called to
17 work at or after the starting time of the first
18 half of a day, shall receive four (4) hours pay,
19 and if he continues on the second half of the
20 day, he shall receive a full day's pay unless
21 laid off because of bad weather, breakdown
22 in machinery, or any cause beyond the direct
23 control of the Contractor.

24
25 **Art 23(d)** Any employee who reports to
26 work on his initial day of employment and is
27 not given work shall receive four (4) hours pay.

28
29 **Art 23(e)** In order to qualify for the pay
30 provided for in this Article, the employee
31 must remain on the job available for work
32 during the period of time for which he
33 receives pay unless released sooner by the
34 Contractor's foreman.

1 **Art 23(f)** On premium days, in the event
2 an employee who is already employed on
3 the job is sent home before regular starting
4 time, he will be paid two (2) hours at the
5 straight time rate. A new employee, howev-
6 er, will be paid in accordance with the pro-
7 vision of Article 23(d).

8
9 **Art 23(g)** The foregoing provisions shall
10 not apply when the employee has been
11 properly notified before leaving his resi-
12 dence not to report to work because of
13 inclement weather.

14
15 **Art 23(h)** The provisions of Articles 23(c)
16 and 23(d) shall not be applicable where the
17 employee is tardy, voluntarily quits or lays
18 off, in which event he shall be paid for the
19 time actually worked or the time required to
20 remain on the job, whichever is greater.

21 22 23 **ARTICLE 24** 24 **TRAVEL ALLOWANCE OR SUBSISTENCE**

25
26 **Art 24(a)** The Contractor shall pay all
27 employees covered by the provisions of this
28 Agreement the subsistence or daily travel
29 allowance provided for in the local or area
30 agreement.

31
32 **Art 24(b)** Any national transient boiler-
33 maker employed on work coming under
34 Articles 2(a) and 2(b) of this Agreement who

1 qualifies for transportation pay under
2 Article 25(a) and who is working more than
3 sixty (60) miles from the city/town hall of
4 his permanent residence shall receive an
5 allowance of sixty dollars (\$60.00) per day
6 for each day reporting for work. (This
7 allowance shall be effective on all jobs bid on
8 or after November 1, 2007.) The allowance
9 shall be sixty-five dollars (\$65.00) per day
10 effective November 1, 2008, and seventy
11 dollars (\$70.00) per day effective November
12 1, 2009. Should a local or area agreement
13 require a higher daily subsistence, then the
14 higher amount will be paid.
15

16 This allowance will be paid to employees
17 covered above on any holiday specified by
18 this Agreement falling during the normal
19 workweek (Monday through Friday), pro-
20 vided the employee works the first sched-
21 uled work day before and after the holiday.
22

23 The foregoing provisions alleviate some of
24 the hardship imposed on all the national
25 transient boilermakers who move from job
26 to job and in some cases receive subsistence
27 while in others they do not.
28

29
30 **ARTICLE 25**
31 **TRANSPORTATION PAY**
32

33 It is the intention of the parties that employ-
34 ment of all men commences and ends at the

1 job site. However, in recognition of travel
2 costs incurred by the men before commence-
3 ment and after termination of their employ-
4 ment the following shall govern:
5

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

20 **Art. 25(b)** Boilermakers referred by the
21 local union having jurisdiction shall be paid
22 transportation at the rate provided for in the
23 local or area agreement.
24

25 **Art. 25(c)** In order to qualify for transporta-
26 tion in accordance with the provisions of
27 Articles 25(a) and 25(b) it is understood that
28 all employees, unless transferred sooner at
29 the option of the Contractor, (1) must remain
30 at work on the job at least twenty (20) work-
31 ing days, or (2) in case of jobs of less than
32 twenty (20) working days, they must remain
33 on the job for the duration thereof.
34

1 Art. 25(d) Transportation allowance will be
2 paid in the employee's third or last pay-
3 check, whichever is earlier. However, if an
4 employee fails to comply with the require-
5 ments of this Section, such allowances shall
6 be deducted from his final paycheck.
7

8 Art. 25(e) Employees who quit or are dis-
9 charged for just and sufficient cause before
10 completion of a job will not be entitled to
11 return transportation.
12

13
14 **ARTICLE 26**
15 **PAY DAY**
16

17 Art. 26(a) The Brotherhood recognizes that
18 the scattered and remote location of jobs
19 with respect to the accounting office of the
20 Contractor requires a reasonable length of
21 time for mail travel and payroll accounting,
22 but expects that arrangements will be made
23 whereby employees will not be required to
24 wait longer than five (5) days for their pay-
25 checks, with possible exceptions in remote
26 locations. By mutual agreement the
27 Contractor may institute direct deposit for
28 their employees on a voluntary basis. If the
29 employee agrees to have their checks direct
30 deposited, Articles 26(b), 26(c), and 26(d)
31 will apply to the check stub only.
32

33 Art. 26(b) If paychecks have not been
34 received on the job by the fifth (5th) work-

1 ing day (Holidays not excluded) after the
2 pay period ends, the Contractor shall make
3 arrangements to have the men paid on the
4 job. Failing to do so, the Contractor will be
5 required to pay overtime for waiting.
6 Overtime will be computed on the basis of
7 actual time required to wait or two (2)
8 hours per day, whichever is less. The fore-
9 going would not apply when extenuating
10 circumstances exist beyond the control of
11 the Contractor.
12

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

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

26
27 **ARTICLE 27**
28 **WORKING CONDITIONS**
29

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

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

6
7 Art 27(c) Reasonable sanitary facilities will
8 be 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
13 Federal Regulations. When provided,
14 employees will utilize proper safety devices
15 and methods at all times. Repeated or seri-
16 ous employee violations will be considered
17 proper cause for disciplinary action up to
18 and including discharge.

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

1 conditions of this agreement shall adhere to
2 MOST guidelines concerning drug testing
3 and safety training.

4
5 Art 27(f) All Employees employed on
6 Article 2(a) or 2(b) jobs shall be furnished
7 suitable replacement gloves or given a glove
8 allowance of one dollar (\$1.00) per day. The
9 glove allowance will not be paid if gloves
10 are required by law.

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

22 23 ARTICLE 28

24 UNION STEWARD AND REPRESENTATIVES

25
26 Art 28(a) On all jobs, the Local Lodge
27 Business Manager will designate a Steward
28 whose duties shall consist of seeing that all
29 workmen are members in good standing of
30 the Brotherhood in accordance with the pro-
31 visions of Article 4(a) and who will either
32 handle grievances that may arise with the
33 foreman on the project or report them to the
34

1 Local Lodge Business Manager and NTD
2 International Representative.

3
4 **Art. 28(b)** When a Steward has not been
5 appointed by the Local Lodge Business
6 Manager in the area where work is erected,
7 the crew on the job will designate one of
8 their number to act as temporary Steward.
9 The Steward will remain on the job at all
10 times when work is being performed except
11 when he is not qualified to perform the
12 available work.

13
14 **Art. 28(c)** It is understood that the Steward
15 selected by the Local Lodge Business
16 Manager will be from among the employees
17 accepted by the Contractor as competent and
18 qualified to do the work and that if it is not
19 practical to retain that person until the end of
20 the job, the Local Lodge Business Manager
21 will be notified in time to appoint a successor.
22

23 **Art. 28(d)** Stewards shall not, by reason of
24 their position as Stewards, be exempt from
25 the work required of journeymen on the job
26 site and shall work the full day of journeymen
27 except when engaged in handling
28 grievances of the Union or other recognized
29 duties related to the successful prosecution
30 and completion of the job. The Steward's
31 decisions are subject to review and revision
32 by the Local Lodge Business Manager.
33 Stewards shall receive the regular journey-
34 man's rate of pay.

1 **Art. 28(e)** Local Lodge Business Managers
2 and International Representatives shall have
3 access to all jobs during working hours and
4 will not unnecessarily delay progress of the
5 job. Contractors shall make all necessary
6 arrangements for the admission of such rep-
7 resentatives, subject to customer's regula-
8 tions, without unnecessary delay.
9

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

26
27 **ARTICLE 29**
28 **WAGE INDUCEMENT PROGRAM**

29
30 **Art. 29(a)** Except on building trades proj-
31 ects, wage inducement programs may be
32 used on the erection of work under Articles
33 2(a) and 2(b).
34

1 Art. 29(b) Where wage inducement pro-
2 grams are used, the Contractor and the
3 Brotherhood agree to equitable cooperation
4 during the life of this Agreement. In no case
5 shall the total earnings of an employee be
6 less than he would have earned at his regu-
7 lar hourly rate for the pay period. The
8 Contractor shall have the responsibility of
9 administering such programs but discrimi-
10 nation against any individual may be han-
11 dled as a proper grievance.
12

13
14 **ARTICLE 30**
15 **ACCIDENTS**
16

17 Art. 30(a) In case of minor injuries during
18 working hours, the Contractor will make
19 provisions for transportation or reimburse
20 the injured employee the current I.R.S. tax
21 free rate per mile for repeated visits required
22 by the doctor designated by the signatory
23 company in the event transportation is not
24 provided by the company; also, such injured
25 employee will be paid for time lost due to
26 follow up treatments if they cannot be
27 scheduled outside of regular working hours.
28 Any employee who is injured on the job to
29 the extent of being unable to work the bal-
30 ance of the day, will be paid for the full day
31 at his regular hourly rate.
32

33 Art. 30(b) In the event of any serious or fatal
34 accident the Contractor shall immediately

1 notify the NTD Director, the International
2 Representative, and the Local Lodge
3 Business Manager.
4
5

6 **ARTICLE 31**
7 **ADJUSTMENT OF GRIEVANCES**
8

9 Art. 31(a) In order to be recognized and
10 processed under the provisions of this
11 Article all grievances must be filed in writ-
12 ing with details specific to said grievance
13 within thirty (30) days. In the event a griev-
14 ance or dispute is not satisfactorily settled by
15 the employee and his Steward and/or union
16 representative and the Contractor's foreman
17 on the job site within ten (10) days, it shall be
18 referred forthwith by the union representa-
19 tive to the Local Lodge Business Manager,
20 NTD International Representative, and by
21 the Contractor's foreman to the Contractor's
22 office. If these in turn are not able to arrive at
23 any agreement within fifteen (15) days, the
24 grievance or dispute shall be referred to the
25 chairmen of the respective negotiating com-
26 mittees who shall render a decision.
27

28 Art. 31(b) Any questions involving the
29 intent, application, or interpretation of
30 Article 2 shall be referred to the joint sub-
31 committees on work jurisdiction for deci-
32 sion. Questions relative to the balance of this
33 Agreement shall be referred to the joint
34 chairmen for decision.

1 **Art 31(c)** In the event any matter referred
2 to the two chairmen as provided above is
3 not settled within thirty (30) calendar days,
4 the matter in dispute will be submitted in
5 writing by the Union, or by the Contractor,
6 or by both to an arbitration committee con-
7 sisting of a representative of the Union, a
8 representative of the Employer, and a third
9 member to be chosen by those two (2) joint-
10 ly. The decision of the majority of the arbi-
11 tration committee shall be final and binding
12 on the parties involved. Such decision shall
13 be within the scope and terms of this
14 Agreement, but shall not change such scope
15 and terms; shall be rendered within ten (10)
16 calendar days from the time of reference to
17 the arbitration committee, and shall specify
18 whether or not it is retroactive and the effec-
19 tive date thereof.

20
21 If the two members of the arbitration com-
22 mittee fail to select a neutral member within
23 five (5) calendar days, the two members
24 already appointed shall, within five (5) cal-
25 endar days, call upon the Federal Mediation
26 and Conciliation Service to make the third
27 selection. In the event either Contractor or
28 Union representative fails to cooperate in
29 calling upon the Federal Mediation and
30 Conciliation Service within the said five (5)
31 calendar days, the other representative shall
32 have the authority to make such request.
33
34

1 The expense of the third member of the
2 arbitration committee shall be borne equally
3 by the Union and the Employer. All other
4 expenses of the arbitration procedure will be
5 borne by the party incurring them.
6

7 Any grievance must be submitted in writ-
8 ing to the other party within thirty (30) cal-
9 endar days of occurrence or it will be con-
10 sidered closed.
11

12 13 **ARTICLE 32** 14 **STRIKES OR LOCKOUTS**

15
16 **Art 32(a)** There shall be no strikes, slow-
17 downs, or work suspensions of any kind
18 during the life of this Agreement over any
19 matter until after the procedure herein
20 established has failed, and then only after
21 approval has been given by the International
22 President in conformity with the
23 Constitution of the Brotherhood.

24
25 **Art 32(b)** There shall be no lockout on the
26 part of the Employer during the life of this
27 Agreement.
28

29 **Art 32(c)** Workmen will not be expected to
30 pass through a legal and properly estab-
31 lished picket line.
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**ARTICLE 33
PROJECT AGREEMENT**

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

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

**ARTICLE 34
VIOLATION OF AGREEMENT**

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

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

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**ARTICLE 35
AGREEMENT QUALIFICATION**

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

**ARTICLE 36
TERMINATION OR RENEWAL**

Art. 36(a) This Agreement shall continue in effect from November 1, 2007 through October 31, 2010 and thereafter for successive one-year periods until amended or terminated by either party by giving to the other party notice of such termination at least sixty (60) days prior to its anniversary date. However, by mutual agreement between the Chairmen of the respective Committees, this Agreement may be opened up for negotiations at any time during the life of this Agreement.

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

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

31 The preceding Agreement was negotiated
32 at a general conference of Contractors and
33 the Brotherhood in Oak Lawn, Ill., October
34 8-10, 2007, by the following committees:

1 **Representing the Contractors:**
2 Ronnie L. Traxler, CBI Services, Chairman
3 Dave Zach, Nooter, Secretary
4 Dick Manjone, CBI Services
5 Mike Santoro, CBI Services
6 Ken Lawson, Enerfab
7 Jim Miller, Fisher Tank
8 Vance Davis, Matrix
9 Jimmy Nelson, Nooter
10 Jerry L. Dawson, RECO
11

12 **Representing the Brotherhood:**
13 George Rogers, Spokesman
14 William J. Almond, Chairman
15 Mark Vandiver
16 Ronny Vanscoy
17 Shon Almond.
18

19 **Union Observers:**
20 J. Tom Baca, IVP-Western States
21 Sam May, IVP-Southeast
22 Larry McManamon, IVP-Great Lakes
23 Sean Murphy, IVP-Northeast
24 Dale Branscum, AIP, Dir. Const. Division Ser.
25 Dusty Garmon, Intl. Rep.
26 Clay Herford, Intl. Rep.
27 Tony Palmisano, Intl. Rep.
28 Martin Stanton, Intl. Rep.
29 Patrick Stefancin, Intl. Rep.
30 Ed Vance, District 57
31 Ronnie Keck, Lone Star District
32 Randy Robbins, L-502
33
34

- 1 Contractor Observers:
 2 Larry Jansen, ARB Inc.
 3 John Albright, Chattanooga Boiler & Tank
 4 Myron Richardson, Chattanooga Boiler & Tank
 5 Jack Whitlow, Fisher Tank
 6 Kelly Ralph, Matrix
 7 Arron Owen, Mueller Field Operations Inc.
 8 Mark Wiener, Mueller Field Operations Inc.
 9 Cheryl A. Turinsky, Jersey Tank Fab.
 10 Eric J. Turinsky, Jersey Tank Fab.
 11 Bernie Fineman, Caldwell Tank
 12 Scott Anderson, Enerfab
 13 Mark Huff, Const. Tank Services
 14 Alan Black, Const. Tank Services
 15 Michael Rother, Murphy Company
 16 Hilton Tyre, Star Services
 17 Kermit Knott, Winbco Tank
 18 Terry Christy, Winbco Tank
 19 Ken Williams, W&K Welding & Tank
 20 Adam Dalton, Ethanol Tanks
 21 John Middendorf, CTI Field Services
 22 Jim Hammond, J.J. White Inc.
 23
 24 Subcommittee:
 25 William J. Almond
 26 Mark Vandiver
 27 Ronny Vanscoy
 28 Shon Almond
 29 Ronnie Traxler
 30 Kelly Ralph
 31 Jim Miller
 32
 33 Subcommittee Advisor:
 34 George Rogers

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 four (4) 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)

Notes: _____

This information form should be mailed or fixed 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 (NTD)

William J. Almond, AIP
NTD Director
5280 Old Springville Rd
Ste 200
Pinson AL 35126
205-856-9080
205-856-9081 (Fax)

Mark Vandiver, AIP
NTD Asst Director
P O Box 977
Hendersonville TN 37077
615-824-2523
615-826-5983 (Fax)

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

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

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

Martin R. Stanton II
IR-CD-NTD
3201 McKnight East Dr
Pittsburgh PA 15237-6423
412-367-1007
412-367-1445 (Fax)

NTD REPRESENTATIVES

Shon Almond, BM-ST
National Transient Lodge
104 E Dudley St
Maumee OH 43537
419-887-1995
419-887-1996 (Fax)

Kyle Evenson
Asst to the Intl President
2667 N Ocotillo Rd
Benson AZ 85602
520-586-9202
520-586-4680 (Fax)

Ronnie L. Keck
IR-CD-NTD
230 Spring Hills Dr Ste 330
Spring TX 77386-2388
281-296-8856
281-292-7886 (Fax)

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

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

John Fultz
IR-CD-NTD
28 W Bridge St
Oswego NY 13126-2051
315-343-3821
315-343-3563 (Fax)

Dennis H. King
Asst to the Intl President
10037 Briarcliff Dr S
Mobile AL 36608-8498
251-633-4419
251-633-4419 (Fax)

Ronny E. Vanscoy
IR-NTD
Rte 2 Box 465
Point Pleasant WV 25550
304-675-7662
304-675-6332 (Fax)

Anthony W. Palmisano
IR-CD-NTD
3114 Bear View Ct
Wentzville MD 63385
636-327-3251
636-327-3435 (Fax)

**CONTRACTOR DIRECTORY
COMPANIES SIGNATORY TO THE NTD AGREEMENT**

A & B Welding & Construction 8021 199th Avenue NW Elk River MN 55330 763-757-7191 763-213-1109 (Fax)	Associated Mechanical Inc P O Box 2448 Shawnee Mission KS 66201 913-815-1108 913-782-8502 (Fax)
ARB Inc 26000 Commercentre Dr Lake Forest CA 92630 949-454-7100 949-454-7190 (Fax)	Atlantic Plant Maintenance 3225 Pasadena Blvd Pasadena TX 77503 713-475-4521 713-475-4621 (Fax)
Alliance Constructors 1801 S 21st St Parsons KS 67357 620-423-3334 620-423-3568 (Fax)	Bradford Products LLC 710 Sunnysvale Dr Wilmington NC 28412 910-791-2202 910-791-0566 (Fax)
All State Tank Company Inc 511 Industrial Road A Grove OK 74344 918-787-2600 918-787-2601 (Fax)	BMW Constructors Inc 420 Superior Avenue Munster IN 46321 219-922-5000 219-922-9475 (Fax)
APComPower Inc 2000 Day Hill Road Windsor CT 06095 860-285-2515 860-285-4120 (Fax)	Caldwell Tanks Inc P O Box 35770 Louisville KY 40232 502-964-3361 502-966-8732 (Fax)
Artco Fabricating USA LLC 5709 Keller Bend Drive St Louis MO 63128 314-842-1818 314-842-4074 (Fax)	CBI Services Inc 14107 S Route 59 Plainfield IL 60544 815-439-6668 815-439-6001 (Fax)

CBI Services Inc 24 Reads Way New Castle DE 19720 302-325-8400 302-323-0788 (Fax)	CTI Field Services Inc 6100 Center Grove Road Edwardsville IL 62025 618-655-0010 618-655-0407 (Fax)
Central Maint. & Welding Inc 2620 E Keysville Road Lithia FL 33547 813-737-1402 813-737-1820 (Fax)	Delta Nooter Inc 1500 South Second Street St Louis MO 63104 314-421-7779 314-421-7452 (Fax)
Chattanooga Boiler & Tank Co P O Box 110 Chattanooga TN 37401 423-266-7118 423-755-6708 (Fax)	Enerfab Inc 4955 Spring Grove Ave Cincinnati OH 45232 513-641-0500 513-482-7618 (Fax)
Chester Pool Systems 5311 Foundation Boulevard New Albany IN 47150 812-949-7333 812-949-7337 (Fax)	Ethanol Tanks LLC PO Box 436 Wellington CO 80549 970-372-7022 970-568-0684 (Fax)
Construction Tank Services 1013 Railroad Street Adrian MI 49221 517-263-2200 517-263-2224 (Fax)	F & B Steel Erectors Inc 331 Airport Road Sutton WV 26601 304-765-2999 304-765-2997 (Fax)
Construction & Turnaround Services LLC 4304 East 36th St N Tulsa OK 74115 918-437-4400 918-437-0808 (Fax)	Fisher Tank Company 3131 W Fourth St Chester PA 19013 610-494-7200 610-485-0157 (Fax)

Fisher Tank Company
2330 Two Notch Rd
Lexington SC 29072
803-359-4173
803-957-3376 (Fax)

Frebco Inc
3400 Kettering Blvd
Dayton OH 45439
937-293-6167
937-293-6301 (Fax)

General Engineering Corp
5205 Adamo Dr
Tampa FL 33619
813-623-2675
813-626-1641 (Fax)

Gibraltar Chimney International
PO Box 386
Tonawanda NY 14151
716-876-9195
716-876-9141 (Fax)

Hamon Custodis Inc
58 E Main St
P O Box 1500
Somerville NJ 08876
908-333-2000
908-333-2151 (Fax)
812-442-7822 Indiana Office
205-836-0057 Ala. Office

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

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

Industrial Power Systems Inc
410 Ryder Rd
Toledo OH 43607
419-531-3121
419-531-5320 (Fax)

Industrial Service & Repair Inc
207 39th Ave E
P O Box 2038
Superior WI 54880
715-398-7661
715-398-9638 (Fax)

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

International Chimney Corp
55 South Long St
Williamsville NY 14221
P O Box 260
Buffalo NY 14231
716-634-3967
716-634-3983 (Fax)

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

J H Kelly
PO Box 2038
Longview WA 98632
360-423-5510
360-423-8896 (Fax)

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

J J White Inc
736 Grantham Lane
New Castle DE 19720
302-322-8725
302-322-8798 fax

Kennedy Tank & Mfg Co Inc
833 E Sumner Ave (zip 46227)
P O Box 47070
Indianapolis IN 46247
317-787-1311
317-217-1531 (Fax)

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

Lin Tec Corp
P O Box 83668
Gaithersburg MD 20883
301-251-1888
301-251-1889 (Fax)

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

Lopez & Associates Inc
7975 Industrial Drive
Forest Park IL 60130
708-386-8050
708-386-4004 (Fax)

M & D Power Constructors Inc
76 Unity Rd
Tuscaloosa AL 35401
205-750-8151
205-750-0115 (Fax)

Madison Industrial Serv. Team
300 S Pennell Road Ste 310
Glen Riddle PA 19037
610-358-4006
610-558-3963 (Fax)

Matrix Service Industrial
Contractors Inc
316 Markus Court
Newark DE 19713
302-453-8300
302-453-1526 (Fax)

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

Matrix Service Industrial
Contractors Inc
1500 Chester Pike
Eddystone PA 19022
610-876-9292
610-876-5902 (Fax)

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

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

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

Midnight Boiler Works Inc
5301 Highway 43 North
P O Box 489
Satsuma AL 36572
251-675-2550
251-675-2671 (Fax)

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

Moorhead Machinery & Boiler Co
3477 University Ave NE
Minneapolis MN 55418
612-789-3541
612-789-3540 (Fax)

MRL Constructors of New York
P O Box 148
Massena NY 13662
315-769-1241
315-769-2008 (Fax)

Mueller Field Operations Inc
1600 W Phelps (zip 65802)
P O Box 6263
Springfield MO 65801
417-575-9752
417-575-9890 (Fax)

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

NAES Power Contractors
(Eastern Division)
167 Anderson Rd
Cranberry Twp PA 16066
724-453-2800
724-453-2801 (Fax)

National Steel Erection Inc
1115 Industrial Drive
P O Box 1772
Owensboro KY 42302
270-926-2534
270-683-1960 (Fax)

New Mech Companies Inc
1633 Eustis St
Saint Paul MN 55108
651-642-5891
651-642-5574 (Fax)

Nicholson & Hall Corporation
41 Columbia St
Buffalo NY 14204
716-854-8100
716-854-3212 (Fax)

Nooter Construction Company
1500 S Second Street
St Louis MO 63104
314-421-7600
314-421-7745 (Fax)

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

PSF Industries Inc
65 South Horton St (zip 98134)
PO Box 3747
Seattle WA 98124
206-622-1252
206-682-1070 (Fax)

Piping & Equipment Co Inc
3505 N Topeka St (zip 67219)
P O Box 1065
Wichita KS 67201
316-838-7511
316-838-2014 (Fax)

Pridgen Tank Construction Inc
1086 Ernest Pridgen Road
Wray GA 31798
912-359-2216
912-359-3865 (Fax)

Pullman Power LLC
P O Box 33420
Kansas City MO 64120
816-231-7400
816-241-5582 (Fax)

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

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

RECO Constructors Inc
710 Hospital St (23219)
P O Box 25189
Richmond VA 23260
804-644-2611
804-643-3561 (Fax)

RTC-Enviro-Fab Inc
9043 M-106
Munith MI 49259
517-596-2987
517-596-2548 (Fax)

Senco Construction
1408 South Eaton
PO Box 651
Robinson IL 62454
618-546-1485
618-546-1120 (Fax)

Shamrock Enterprises
1905 W Galbraith Road
Cincinnati OH 45239
513-931-9641
513-931-9644 (Fax)

Sistersville Tank Works Inc
1942 McCoy St
P O Box 200
Sistersville WV 26175
304-652-3011
304-652-3031 (Fax)

Sonny's Pools
428 Steiner Rd
Chillicothe OH 45601
740-773-6978
740-773-6978 (Fax)

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

The Stebbins Engring & Mfg Co
363 Eastern Blvd
Watertown NY 13601
315-782-3000
315-782-0481 (Fax)

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

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

United States Corrosion
Engineers Inc (USCE Inc)
800 Railroad St
Joliet IL 60436
815-723-6363
815-726-1755 (Fax)

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

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

WMC Mechanical Inc
1820 N Nias Ave
Springfield MO 65803
417-873-9300
417-873-9324 (Fax)

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

Waste Energy Solutions LLC
3000 McKnight Park Dr
Pittsburg PA 15237
412-364-1281
412-931-3904 (Fax)

Welding House
3421 East Cleveland Street
Ladd IL 61329-9700
815-894-2165

Welding Services Inc
627 South Westview Dr
Chanute KS 66720
620-431-4549
620-431-9230 (Fax)

Welding Services Inc
2225 Skyland Ct
Norcross GA 30071
678-728-9100

Wetzel Tank Construction Co
P O Box 278
South West City MO 64863
417-762-3772
417-762-3109 (Fax)

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

Winbco Tank Company
1200 East Main Street
P O Box 618
Ottumwa IA 52501
641-683-1855
641-683-8265 (Fax)

Witherup Construction Co Inc
25 East Boardman St
P O Box 1484
Youngstown OH 44501
330-744-8872
814-385-6028 (Fax)

Witherup Fabrication & Erection
431 Kennerdell Road
P O Box 55
Kennerdell PA 16374
814-385-6601
814-385-6028 (Fax)

Wright Industrial Inc
934 State Street
Madison IL 62660
618-452-6133
618-452-7095 (Fax)

NATIONAL TRANSIENT DIVISION (NTD)
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**THYSSENKRUPP ELEVATOR CORPORATION AGREEMENT
WITH
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS**

July 9, 2007 to July 8, 2012

Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neuter gender in all situations where they would so apply.

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ARTICLE I

Parties to the Agreement

This Agreement, made by and between the ThyssenKrupp Elevator Corporation (hereinafter referred to as "THYSSENKRUPP") and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS (hereinafter referred to as "IUEC" or the "Union"), for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions. The INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS makes this Agreement for and on behalf of its affiliated local unions and a list of the local unions for which the International negotiates and executes this Agreement is attached hereto and made a part hereof. THYSSENKRUPP makes this Agreement for and on behalf of its employer members (hereinafter referred to individually as the "Company" or the "Employer"), and a list of the Employers for which THYSSENKRUPP negotiates and executes this Agreement is attached hereto and made a part hereof.

ARTICLE II

Recognition Clause

Par. 1 The Union claims and the Employer acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices have authorized the Union to represent them in collective bargaining with the Employer.

The Employer recognizes the Union as the exclusive Section 9(a) bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Helpers and Elevator Constructor Apprentices (hereinafter referred to sometimes as "Mechanics, Helpers and Apprentices") in the employ of the Employers engaged in the installation, repair, modernization, maintenance and servicing of all equipment referred to in Article IV, Par. 2 and Article IV (A).

Par. 2 The Union recognizes that it is the responsibility of the Company in the interest of the purchaser, the Company and its employees to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability, and cost of its product provided, however, that this provision is not intended to affect the work jurisdiction specified in Article IV and other Articles of the Agreement.

ARTICLE III

Membership Requirements

Par. 1 All Mechanics, Helpers and Apprentices covered by this Agreement shall, as a condition of employment obtain and maintain membership in a local union of the International Union of Elevator Constructors on and after the thirtieth (30th) day following the beginning of their employment or the date this Article becomes effective, whichever is later.

Par. 2 The Company shall be obligated under this Article, after it becomes effective as above provided, to terminate the employment of any employee who fails to obtain or maintain membership in a local union as required by this Article, upon receipt of a written request for such termination from his local union: except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (1) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Par. 3 Employees working in any state which prohibits the execution or application of Agreements requiring membership in a labor organization as a condition of employment have the right to join or refrain from joining the International Union of Elevator Constructors. Employees who decide not to join the Union, however, and who are covered by this Agreement shall, as a condition of employment, be required to pay a monthly service fee to the Union. The service fee shall be the employees' prorata share of costs of collective bargaining and the handling of grievances and arbitrations. The service fee shall not include any prorata share of costs of items other than collective bargaining and handling of grievances and arbitrations, and under no circumstances will the service fee be used by the Union for any purpose other than to meet the expenses of collective bargaining and handling of grievances and arbitrations.

On and after the thirtieth (30th) day following the date of this Agreement or on and after the thirtieth (30th) day following the date of commencement of employment by an employee, whichever is later, regular tendering of the service fee shall be a condition of employment, subject to the rights of employees and obligations of parties under the law.

Service fees shall be payable on or before the first day of each month.

Par. 4 All of the provisions of this Article shall be effective to the extent permitted by applicable law.

ARTICLE IV

Work Jurisdiction

Par. 1 It is agreed by the parties to this Agreement that all work specified in Article IV shall be performed exclusively by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices in the employ of the Company.

Par. 2

(a) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Paragraph 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.

2. Balustrade brackets may be shipped attached but not aligned.

3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by Elevator Constructor Mechanics, Helpers and Apprentices either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices.

(d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

(e) The erecting of all guide rails.

(f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

(g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

(h) The setting of all templates.

(i) All foundations, either of wood or metal, that should take the place of masonry.

(j) The assembly of all cabs complete.

(k) The installation of all indicators.

(l) The erecting of all electrical or mechanical automatic or semi - automatic gates complete.

(m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.

(n) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.

(o) The drilling of doors for mounting of closing devices.

(p) The drilling of angle supports for mounting of closing devices except one template hole.

(q) The drilling of sills for sill trips.

(r) The operating of temporary cars.

(s) The setting of all elevator pressure open or pit tanks.

(t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

(u) All air cushions with the exception of those built of brick or those put together with hot rivets.

(v) Landing door entrances.

Par. 3

(a) Nothing contained in Article IV shall preclude the Company from preassembling and prefabricating the following:

(1) Temporary elevators

A temporary elevator is defined as a nonpermanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices.

(2) Residence elevators

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

(3) Dumbwaiters

(4) Dock elevators

(5) Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators)

(6) Apartment House elevators

Apartment house elevators shall mean an elevator installed in a multi - unit, multifamily structure, (excluding condominiums) but not to exceed three (3) stories in height (i.e. 36 ft.) and the elevator shall not make more than three (3) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect the solid state components of the elevator systems (solid state to solid state only), and to connect any component in and on the car (excluding traveling cable).

When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connecting and/or coupling of devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in this Paragraph.

(8) Limited Use/Limited Access Elevators which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1.

Incline stairway chair lifts and incline and vertical wheelchair lifts shall mean lifts described under the scope of A.S.M.E. A17.1.

Limited Use/Limited Access Elevators, incline stairway chair lifts, inclined and vertical wheelchair lifts, and residence elevators may be installed in the most economical fashion, provided there is no factor of safety involved. Whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices.

(9) Landing door entrance assemblies which will be limited to struts, sills, headers, frames and associated hardware for installation purposes: door header including tracks, hangers, and all relating devices (adjusting and aligning to be done in the field).

(10) Car-top inspection station which may only include pre-wired service light, gate switch, alarm device and inspection station.

(a) Pre-wired canopies with lights and fans.

Par. 3 (b) It is understood and agreed that the preassembly and/or prefabrication of electric walks, Trav-o-lators, speed ramps or similar type of moving walks, (limited to 15° incline per ANSI Code), shall include the following:

(1) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.

(2) Truss sections with tracks installed and aligned.

(3) Balustrade brackets may be shipped attached but not aligned.

(4) Setting of all controllers and all wiring and conduit from controllers.

Work to be done in the field shall include setting and aligning of truss sections and supports, installation of pallets (platforms and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

Par. 4

(a) It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Company shall employ Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

(b) On any job where the Company subcontracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Company to supervise and assist in any and/or all work related to sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

(c) It is agreed that the work performed by the subcontractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Company will have the preceding sentence inserted in his contract with the subcontractor.

(d) The Company shall have the Elevator Constructor Mechanic on the job at the time the subcontractor arrives on the job for the drilling of the hole and during the entire time the subcontractor performs any work in connection with the drilling of the hole including the setting up and/or assembly and disassembly of the rig.

(e) If the Company violates the requirement defined in Par. (d) it shall be assessed and pay as liquidated damages a sum equal to double the total compensation of the Elevator Constructor Mechanic in the area for the number of hours an Elevator Constructor Mechanic should have been on the job and was not on the job in the sinking, drilling, boring or digging the cylinder well. This liquidated damage shall be paid by the Company to the said jointly administered trust fund.

In the case of a second offense, the liquidated damages shall be computed on the same basis as the first offense, except that the amount shall be tripled instead of doubled; for the third and subsequent offenses during the term of this Agreement, the liquidated damages shall be \$500 more than the second offense.

The Company's Regions shall constitute separate areas for the counting of repeated violations by the Company and only violations in the same district shall be counted for the purpose of imposing graduated penalties.

(f) Should a work stoppage or strike occur because of a dispute over the application or interpretation of this paragraph none of the foregoing penalties will be imposed.

Par. 5

(a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick, crane or material hoist can be used under the supervision of Elevator Constructors in the employ of the Company. Heavy material under subparagraph (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors. Exception: the Company's multiple sections of cylinders may be connected either in the field or factory up to thirty-eight (38) feet in length; where multiple sections of plungers are used, they shall be connected in the field by Elevator Constructors.) In addition to the foregoing, the Company shall have the right to utilize derricks, cranes or a material hoist to hoist or lower tools of the trade, gang boxes, welders, air and gas tanks, cutting torches, material handling equipment and safety equipment.

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane or material hoist under the supervision of Elevator Constructors. Heavy material under subparagraph (b) is confined to beams, sheaves, bundles of rails and preassembled landing door entrances.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams, preassembled landing door entrances and where conditions warrant machines with beams, which may be hoisted together.

(d) All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

Par. 6 The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. It is understood and agreed that the Union reserves the right to refuse to install any new elevators in any plant where the wrecking or dismantling of the old elevator plant has been done by other than Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. Before the local union shall refuse to install a new elevator, such action must be first approved by the International. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving stairways, dumbwaiters, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

Par. 7 Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Company may employ others to do this work.

Par. 8 Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of local unions at the option of the Company. Inserts may be set by others outside of the primary jurisdictions of local unions where a full day's work cannot be provided.

Par. 9 No restrictions shall be imposed as to methods, tools, or equipment used.

Par. 10 It is agreed that the work specified in Article IV has always been performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices in the employ of the Company at the site of the installation. It is agreed that effective July 9, 1977, the work specified in Article IV that is performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices may be performed at the site of the installation or at another assembly point provided that (1) the assembly point is not in or adjacent to the Company's manufacturing facility, (2) the assembly point is within the primary or secondary jurisdiction of the local union in whose jurisdiction the site of installation is located, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices of the local union in whose jurisdiction the site of installation is located. If the site of installation is located outside the jurisdiction of a local union (in open territory), it is agreed that (1) the assembly point must be within twenty - five (25) miles of the site of installation, (2) the assembly point is not in or adjacent to the Company's manufacturing facility, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices from the local union who ordinarily perform work for the Company in the vicinity of the site of the installation. The unloading and handling of all equipment coming under the jurisdiction of the Elevator Constructor at an assembly point shall be performed in accordance with Par. 2(a) of this Article.

Par. 11

(a) All differences and disputes concerning Article IV or Article IV(A) shall be settled in accordance with the grievance procedures in Article XV.

(b) While any question or dispute pertaining to Article IV or Article IV(A) is being processed the Company, where possible, shall assign the employees work other than the work in dispute. Where the work has progressed to a point where it is not possible to perform work other than the work in dispute, then the employee shall perform the disputed work pending final resolution as provided herein.

ARTICLE IV(A)

Systems, Modular and Industrial Structures

Par. 1 Systems Building. Systems, modular, industrialized or similar structures are those whose superstructures and components are pre - assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics, Helpers and Apprentices whether the assembly site is adjacent to the job or remote from the job. Where the Company has a choice or selection of the assembly site, such sites are to be mutually agreed upon by the General President of the International Union of Elevator Constructors and the Company. It is understood that if members of one local perform part of such work at an assembly site remote from the permanent job site, members of the local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" or its successor as approved by the Building & Construction Trades Dept., AFL-CIO.

Par. 2 The work to be done by Elevator Constructors is as follows:

- (a) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.
- (b) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.
- (c) Connect electric traveling cables to either car, controller or half - way junction box. The connections to be prepared and/or made at both ends of assembly site.
- (d) Shackle hoist, compensating and governor cables and pre - connect to car or counterweight hitches.
- (e) The setting of templates.
- (f) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.
- (g) All foundations, either of wood or metal, that should take the place of masonry.
- (h) The installation and aligning of guide rails in hoistway modules.
- (i) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.
- (j) Install corridor side operating and signal devices.
- (k) Install hoistway wiring.
- (l) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.
- (m) The operating of temporary elevators.
- (n) The installation and aligning of all pistons and cylinders on hydraulic elevators.
- (o) Landing door entrances.

Unloading, handling, hoisting and lowering of material covered in (a) through (o) will be performed under the supervision of Elevator Constructors.

Par. 3 Nothing in this Article is intended to change the practices either party has previously enjoyed in erection of elevators in conventional type buildings as related to Article IV.

ARTICLE V

Wages

Par. 1 The rate of wages to be paid to Elevator Constructor Mechanics, Helpers and Apprentices shall be determined in accordance with the following schedule. Effective January 1, 2008 and every twelve (12) months thereafter, during the term of this agreement, each local's existing total package shall be increased according to the following schedule:

- 1st Year Gross Increase ----- 5.75%
- 2nd Year Gross Increase ----- \$3.00
- 3rd Year Gross Increase . ----- \$3.00
- 4th Year Gross Increase . ----- \$3.00
- 5th Year Gross Increase . ----- \$3.00

Par. 2 Subtracted from the gross increase shall be the credits agreed upon in Paragraph 3 below. The remainder shall be the wage rate increase for the Elevator Constructor Mechanics in that Local.

Par. 3 The amounts of credits for wage rate increases effective January 1, 2008 and every twelve months thereafter be as follows:

<u>Current Wage Rate Amount</u> <u>Contribution Level \$15.065</u>	<u>Fringe</u>	<u>Total</u>
January 1, 2008	\$1.25	\$16.315
January 1, 2009	\$1.75	\$18.065
January 1, 2010.....	\$1.50	\$19.565
January 1, 2011	\$1.50	\$21.065

January 1, 2012	\$1.50	\$22.565
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The above gross increases will be reallocated and the above credit amounts increased or decreased accordingly after the effective date of this Agreement by whatever different amounts, if any, the Union determines are necessary to fund the Health Plan, the Pension Plan, Education Fund and Elevator Industry Work Preservation Fund by modifying the hourly contribution rate up to twenty five (\$.25) cents per fund per year at the recommendation of the joint trustees.

The above gross increase will be reallocated and the above credit amounts increased or decreased accordingly after the effective date of this Agreement by whatever different amounts, if any, the Union determines is necessary to fund the Annuity Fund by modifying the hourly contribution rate up to twenty five (\$.25) cents to the Annuity Fund per year at the discretion of the Union.

Par. 4 Subtracting the credits from the gross increases yields the following wage rate increases for the Elevator Constructor Mechanic:

1 st Year Wage Rate Increase	Subtract the \$1.25 per hour fringe contribution increase from the computed total package percentage, and the result will be the wage rate increase for the Elevator Constructor Mechanic.
2 nd Year Wage Rate Increase	\$1.25
3 rd Year Wage Rate Increase	\$1.50
4 th Year Wage Rate Increase	\$1.50
5 th Year Wage Rate Increase	\$1.50

Par.5 The wage rate for the Elevator Constructor Helpers shall be seventy (70) percent of the Elevator Constructor Mechanic's rate.

Par. 6 The wage rate for Elevator Constructor Apprentices shall be the progressive scale of wages set forth below, and those progressive elevations shall become effective the next full pay cycle following September 1st, commencing September 1, 2003 and each year thereafter:

Probationary Apprentice,(0-6months): 50% of Mechanic's Rate.

First Year Apprentice, 55% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Second Year Apprentice, 65% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Third Year Apprentice, 70% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Fourth Year Apprentice, 80% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Par 7 When four (4) or more men, including the Elevator Constructor Mechanic-in-charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-in-charge of the job shall have his hourly rate increased 12 - 1/2% for all hours worked.

Par 8 The wage rate of a given Local shall continue as long as satisfactory to both parties, but no change be made more often than twelve (12) months.

Par 9 The gross increases set out in this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices engaged in construction, repair, modernization and contract service work, as defined and covered in this Agreement.

ARTICLE VI

Holidays

Par. 1 The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

Par. 2 In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day and Columbus Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.

Par. 3 To be eligible for a paid holiday, an employee must have been on the Company's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

Par. 4 The holiday provisions of this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices engaged in construction, repair, modernization and contract service work as defined and covered in this Agreement.

Par. 5 Eligible employees shall be paid for the regular workday and the paid holidays enumerated in Par. 1 at the regular straight time rate of the classification worked prior to the observance of the holiday. The rate of pay for all work performed on paid holidays shall be at the double time rate in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be double time rate.

Par. 6 When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

Par. 7 The Company shall not lay off or terminate an employee to circumvent holiday pay as provided herein.

Par. 8 Employees who work on a holiday that falls on a Saturday or Sunday and that holiday is observed on a Friday or Monday, respectively, shall be paid at the specified overtime rates for work performed on Saturdays or Sundays. (i.e., if July 4th falls on Saturday it will be celebrated on Friday, July 3rd. Work performed on July 3rd will be double time (2X) and work performed on July 4th will be paid at the specified overtime rate).

ARTICLE VII

Construction Work

Par. 1 Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV (A) of this Agreement, except general repairs and modernization as defined in Article VIII and VIII (A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics, Helpers and Apprentices.

Par. 2 It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each job site shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement as provided in Article XXVI). If the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the Company shall make every effort to place the affected employees on other work for that day.

Par. 2A Upon written notification to the Local Business Representative, the Company may establish hours worked on a job site for a four (4) ten (10) hour day workweek at straight time pay for construction work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday and Sunday and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid double the rate of single time.

When working in a per diem area and work continues on the same job site the following week, the employee shall receive per diem for Friday, Saturday and Sunday.

It is agreed that when a Holiday falls on Sunday to Thursday, it shall be observed on the day of the Holiday or per Article VI, Par.6 and, providing the employee complies with Article VI, Par.3, he/she will be paid ten (10) hours for that Holiday. If the Holiday falls on Friday or Saturday, the employee will be paid eight (8) hours for that Holiday.

Par. 3 Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

Par. 4 When any four (4) of the seven (7) Atlantic City Formula Trades obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 6 A.M. and 5 P.M. When sufficient Mechanics, Helpers and Apprentices are not available, an eight (8) hour day shall be worked. Whenever a local union obtains a six (6) hour day under this paragraph, the local union and the Company shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

Par. 5(a) When a majority of the Atlantic City Formula Trades (this means there must be four (4) of the seven (7) union Atlantic City trades), on a job work a shift or shifts following the day shift, the Company may work the following shifts. However, trades who perform the work as per their regular overtime rates shall not be considered as shift work.

(b) It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

(c) The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours of 12:30 A.M. and 8 A.M. and receive eight (8) hours pay plus an additional 15% per hour.

Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(1) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(2) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(3) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty - four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(4) When an employee has performed work on another job and he is directed to work on a shift job within twenty - four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

(d) Any work performed on Saturday, Sunday, or a Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

(e) In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

(f) The working hours set forth in Par. 3 and Par. 4 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE VIII

Repair Work

Par. 1 Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics, Helpers and Apprentices.

Par. 2 General repairs are hereby defined as follows:

Team repairs:

- Renewal of all ropes.
- Renewal of brake linings (except small machines).
- Shortening of all hoisting and counterweight cables.
- Replacement of any traveling cable exceeding 50 feet in length.
- Safety test where test weights are required.
- Replacement of crosshead, counterweight or deflector sheave bearings.
- Rescoring of sheaves or drums.
- Replacement of worm and gears.
- Rebabbiting of bearings.
- Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.
- Adjusting or readjusting using test weights.
- Realigning guide rails.
- Replacing crossheads, stiles, safeties or equalizers.
- Hoistway door closers with hydraulic or pneumatic checks.
- All escalator and moving walk repair work must be done by a team. (Exception Article IX, Contract Service Work, callbacks and examination may be done by one person if there is no factor of safety).

Exception to above: Residence elevator as described in A.S.M.E. A17.1 code which shall be one person.

One man repairs:

- Installing sound isolation.
- Replacement of door hangers (except for freight bi-parting doors).
- All door closer work (except for freight bi - parting doors).
- Rewiring car switches, governors and selectors or any other apparatus in the car.
- Refastening guide rails.
- Replacing or repairing car floor covering.
- Rewiring or reinstalling limit switches.
- Replacing automatic rail or track oilers.

One or Two Man Repairs:

Armature repairs.
Renewing of car shoes or roller guides.
Repairs to cab or car gate.
Renewal of motor bearings.
Replacing thrust bearings.
Rewiring controllers.

Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):

Proximity devices(door protection only).
Emergency lighting(battery chargers and lights).
Braille Plates.
Telephones/Communication Devices(with existing wiring and box in place).
Fixture Cover Plates(no wiring).
Key switches/Security devices(with existing wiring, excluding full Fireman's Service Operation).
Controller Wiring Changes (minor changes).
Fixture Replacement (in existing locations only).
Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.
The replacement of equipment on existing elevator installations.

Other repair work assignments not listed above may be one man assignments providing there is no factor of safety involved.

Par. 3 When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work.

When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work.

When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Par. 4 When men who are employed on contract service work perform any of the repair work listed above during hours other than between 6 A.M. and 6 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time.(Exception: employees performing one man repair while on call - backs shall be paid at 1.7 times the single time rate).

Par. 5 It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

ARTICLE VIII(A)

Modernization Work

Par. 1 Modernization work is hereby defined as any and all work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building, to bring equipment up to date, including general repairs which are a part of a modernization job. However, a job which the machine is changed out or rails are removed, or new rails are installed shall be construction work. An escalator modernization shall be defined as the replacement of any or all components except the truss including general repairs which may be a part of a modernization job. Any other general repairs and contract service work shall be excluded from this Article. Modernization work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

Par. 2 It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

Par. 3 Upon notification to the Local Business Representative or to the Regional Director, if the modernization job is outside the jurisdiction of a local union, the Company may establish shift work. Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days including Saturday, Sunday, or Holiday when worked. One of the shifts must be the "Day Shift" as defined in Par. 4 below. When special circumstances exist, such as production or operation needs of the customer, a second and third shift will be worked without any day shift when the Company and the Local Business Representative or Regional Director, if the modernization job is outside the jurisdiction of the local union, have mutually agreed that one of the two (2) shifts does not have to be the "Day Shift."

Par. 4 It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five(5) days per week, Monday through Friday, inclusive.

Par. 5 The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours 12:30 A.M. and 8 A.M. and shall receive eight (8) hours pay plus an additional 15% per hour.

Par. 6 Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(a) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(b) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(c) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty - four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(d) When an employee has performed work on another job and he is directed to work on a shift job within twenty - four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

Par. 7 Any work performed on Saturday, Sunday, or Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

Par. 8 In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

Par. 9 The working hours set forth in Par. 4 and Par. 5 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE IX

Contract Service

Par. 1 Contract Service is hereby defined as any contract obtained by the Company for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 for a period of not less than one (1) month. Contract Service Work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

Par. 2 Two (2) helpers or apprentices to each three (3) mechanics may be employed in contract service work. The helper or apprentice when working with the mechanic shall perform all work assigned to him by the mechanic.

A 70% helper or a second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the office and/or mechanic when changing jobs and at the completion of the work day.

When working alone the helper or second year apprentice shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or function normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day.

Par. 2A When the Company obtains a contract that requires a Mechanic and Helper or Apprentice to be on the job and/or in a building at all times during the regular weekly working hours, such Helper or Apprentice shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers or Probationary Apprentices are assigned to such regularly scheduled work.

Par. 2B Where a Local Office has contract service work requiring more than two (2) Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper or Apprentice. A 70% helper or second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the mechanic when changing jobs and at the completion of the work_day. When working alone such helper or second year apprentice shall perform only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or functions normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day. The phrase "Local Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local

Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man or as a member of a team, team repairs, in accordance with Article VIII, Par. 2), and, as a member of a team, ADA modernization and unloading of construction material. However, where a local office is located within a zoned or per diem area of a local union, the employee(s) assigned to such office shall be paid expenses in accordance with the Local Travel and Expense Agreement when performing work, as a member of a team, team repairs, ADA modernization and unloading of construction materials.

Inasmuch as Local Representatives, are on call for extended periods of time, they shall, upon request, receive a minimum of six (6) weekends per year when they are relieved of their on-call obligation. These weekends are in addition to their accrued vacation. The Local Representative must give fourteen (14) calendar days notice before each requested weekend off.

Par. 2c Upon reasonable request of the International Office of the IUFC, the Company shall make available to the properly designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the ThyssenKrupp Agreement.

Par. 3 It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic, Helper or Apprentice assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Company or personal reasons of the affected employee, the Company and the local union may modify these times.

It is agreed that in order for call - backs to be answered in downtown business areas or similar business areas, the Company may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M. For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time and one - half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call - back extends beyond 6:30 P.M., the man or men shall receive applicable travel time

and travel expense home. Where a paid or non - paid holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any holiday occurs shall be time and one - half the single time rates.

Par. 4 Work performed on Sundays shall be classed as overtime and paid for at the rate of double time (2x). All other time worked before and after the regular working day or in excess of eight (8) consecutive work hours with an unpaid lunch period and on Saturdays shall be at the rate of time and one - half.

Par. 5 Call - backs on contract service on overtime, except Sundays and holidays, shall be paid for at the rate of 1.7 times the rate of single time.

Par. 6 Call - backs on contract service on Sundays and holidays shall be paid for at double the rate of single time.

Par. 7 On contract service where the Company has a contract in one building only or adjacent buildings, for the examination and care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the Company may establish a shift (s) from 5:00 pm to 12:00 am or 12:00 am to 7:00 am. Pay for this work will be eight (8) hour's pay for seven (7) hours worked at the regular rate of pay. Saturday, Sunday, and Holidays are classed as overtime and paid at the overtime rate. For the sixteen (16) hour calculation the seven (7) hour shift will be counted as an eight (8) hour shift.

Par. 8

(a) Employees engaged in contract service work agree they will respond to call - backs outside of their regular work hours. The Company, the local union, and the employees shall meet and cooperate in establishing a callback system, which will cover such issues as a list of employees available on designated dates to respond to overtime callbacks, the number of employees on call-back at any given time, replacements for vacations and holidays, and trading of on - call duty. In the event the local union, the employees, and the Company cannot agree on the establishment of the callback system, the Company and the IUEC will meet to establish the system.

Travel time from home to job and from job to home on overtime call - backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call - backs shall be paid as agreed in Local Expense Agreements.

When consecutive overtime call - backs occur, the employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one or more other jobs and then back home.

Men called out before the regular working hours shall receive the applicable travel time and travel expense from home to job. (Exception: The Company may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

When call - backs made during regular working hours extend into overtime and the employee is authorized to continue work, he shall receive the applicable travel time and travel expense home.

(b) Employees who are designated to be available for overtime call - backs pursuant to paragraph (a) above, or who are called out before the regular working hours, or who are on call - backs that extend into overtime, shall be entitled to and receive such compensation as described below during the period of time that such employees are responding to call - backs outside of their regular hours of work:

The rate of pay for overtime call - backs shall not be less than 1.7 times the straight time rate of pay.

The premium pay described above is made in lieu of standby pay and in recognition of the fact that contract service employees agree to make themselves available for overtime calls.

(c) It is understood and agreed that employees who are available to respond to overtime call - backs are waiting to be engaged (as defined by the Fair Labor Standards Act) by the Company. Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Company's premises or any other specified location during the period that they are on call. Employees who are "on call" may leave the location they have indicated as the place of their primary contact. However, such employees will be available for callout by either leaving another phone number where they can be contacted or by carrying on their person a communication device such as a pager, cellular telephone, two - way radio, or other such communication device which enables the Company to contact them.

ARTICLE X

Designation of Helper's and Apprentice's Work and Qualifications

Par. 1 It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper or Apprentice may perform under the direction of a Mechanic. A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding, (excluding tack welding). However, Helpers and Apprentices on contract service work are subject to the provisions of Article IX.

Par. 2 The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Par. 3 A newly - hired employee without previous mechanical experience shall be classified as an Apprentice and shall work as a probationary employee in the status of an Apprentice for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months. The Company and the Union shall have the privilege of testing the ability of probationary employees during this six (6) month period. If they agree that the Apprentice during this probationary period does not display sufficient aptitude to become a first year Apprentice he shall be discharged.

Probationary Apprentices shall advance from the fifty (50) percent wage rate to the first year apprentice's wage rate upon completion of six (6) months in the elevator industry provided such Probationary Apprentices have worked a minimum of one hundred (100) hours in each thirty (30) day period during the six (6) months. The first year apprentice wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that probationary employees during the probationary period above set out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one employer provided such employer has a labor contract with the IUEC, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months. A month shall be deemed worked when the probationary employee completes one hundred (100) hours in any thirty (30) day period.

Par. 4 An Apprentice may work as a Temporary Mechanic provided he/she has completed a minimum of his/her first year apprenticeship requirements, and other requirements for Temporary Mechanics prescribed from time to time by NEIEP, and upon agreement of the Employer and the Union Representative, or Regional Director if he/she works outside the jurisdiction of the Local Union, and at the same scale as a regular Mechanic. Those selected first will be Apprentices who have completed all of their apprenticeship training and are waiting to take the Mechanic's Exam. Those selected second will be workmen who have completed all of their training and failed the Mechanic's Exam and are actively participating in the educational program, they must maintain attendance and passing requirements mandated by NEIEP. Those selected third will be fourth year Apprentices and those selected fourth will be third year Apprentices, followed by finally second year apprentices. Employers may select Apprentices and Helpers in its employ to work as Temporary Mechanics under the provisions of this paragraph if there are no qualified Mechanics available in that Local.

Apprentices serving as Temporary Mechanics will be put back to Apprentice Status when their temporary assignment is completed or within fifteen (15) working days of when the Employer is notified there is a qualified Mechanic available whichever comes first. The order for putting back Temporary Mechanics to Apprentice Status will be in reverse order; 1) second year apprentices, 2) third year Apprentices, 3) fourth year Apprentices and 4) workmen who have completed all their training and failed the Mechanic's Examination and are actively participating in the educational program and finally Apprentices who have completed all of their apprenticeship training and are waiting to take the Mechanic's Exam.

In order to administer this procedure, NEIEP will provide to the Company on a semi - annual basis a listing of all the Employer's eligible apprentices and helpers and the modules they have completed.

It is agreed that the withdrawal of or failure to issue a Temporary Mechanic's card will not be used by the Union to advance its position with respect to a dispute unrelated to this paragraph of Article X.

No Apprentice may qualify or be raised to the capacity of Mechanic until he has worked for a period of three (3) years in the elevator industry, has successfully completed the required NEIEP courses, has been certified by NEIEP that he has completed the necessary "on the job" training and has passed a Mechanic's Examination administered by the NEIEP Director's Office. Such examination shall only be administered by NEIEP no more or no less than once every twelve months in each local. The National Elevator Industry Education Program has developed and will periodically update a standardized Mechanic's Examination which will be used in each local. An Apprentice who has successfully passed a Mechanic's Examination shall become a Mechanic no later than eleven (11) Months after the date of the examination. Should he fail to qualify, he cannot again take the Mechanic's Examination for a period of one (1) year.

Par. 5 Employees who enter the Military Service shall, upon re-employment, be accorded all rights provided by law.

Par. 6 Upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours, all fourth (4th) year Apprentices will be afforded the opportunity to sit for the

NEIEP Mechanic's Exam. Those who pass the exam are elevated to the status of Mechanic, as referred to in Article X, Paragraph 4.

Those who do not sit for or who do not pass the first two scheduled Mechanic's Exams, upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours shall be reclassified as a third (3rd) year Apprentice for all purposes on the following January 1st. Those third (3rd) year Apprentices who do not sit for or who do not pass the third scheduled Mechanic's Exam will be treated as a Helper for purposes of layoff on the following January 1st. They will be subject to the Apprenticeship Program for the purposes of eligibility for taking the NEIEP Mechanic's Exam.

This status shall continue for a period not to exceed the next scheduled NEIEP Mechanic's Exam. Those who do not pass the next scheduled NEIEP Mechanic's Exam will be ineligible for employment with any THYSSENKRUPP Employer at the discretion of the Employer.

ARTICLE XI

System of Payment

Par. 1 It is agreed that all Mechanics, Helpers and Apprentices shall be paid weekly by check, which shall be sent to any address they elect to designate other than the Company's address. Mechanics, Helpers and Apprentices shall be given the option to be paid by direct deposit or by direct mail. However, there shall be no obligation on the part of any employee or the Company to participate in the direct deposit/direct mail program and no discrimination against either one if either should elect not to participate. Once enrolled, an employee in direct deposit/direct mail program may elect to discontinue enrollment by giving the Company ten (10) working days written notice. Should a change to a time ticket be required, the Company shall notify the mechanic and/or helper or apprentice in writing of the reason for such change within five (5) working days.

Mechanics, Helpers and Apprentices shall be paid by voucher on the next regular work day following the employee's regular pay day if the employee does not receive his regular pay check.

It is further agreed that in those instances where the Company is consistently unable to comply with the provisions of this paragraph, the Company shall pay each employee on the job or at the office on company time by cash or by check.

Par. 2 Elevator Constructors shall receive at the time of weekly payment, a check stub containing the following information:

1. Employee's name and social security number.
2. Total hours worked - regular and overtime, accumulative.
3. Total wages - weekly and accumulative.
4. Federal income taxes withheld.
5. FICA taxes withheld.
6. Health Benefit Plan & Pension deductions weekly and accumulative.
7. Any other authorized or legitimate deductions.
8. Vacation pay - weekly and accumulative in amount of money.

and effective January 1, 2008:

9. Annuity contributions-weekly and accumulative in amount of money
10. 401- (k) deductions-weekly and accumulative in amount of money

At the time of weekly payment, at the employee's request, the Employer shall also provide the employee with a document, in writing, reporting the time the employee submitted to his Employer for that payment, regardless of whether the employee submitted his time on paper, electronically, or by any other medium.

Should the Company's payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Company shall make any special arrangements necessary to insure employees receiving pay on schedule.

ARTICLE XII

Vacations

Par. 1 The following plan is established for Vacation Pay: (a) A man who has worked less than five (5) years in the business shall receive Vacation Pay credit on the basis of 6% of his regular hourly rate for all hours actually worked. A man who has worked more than five (5) years in the business shall receive Vacation Pay credit on the basis of 8% of his regular hourly rate for all hours actually worked.

No Vacation Pay shall accrue for the first six (6) months worked in the business.

(b) The vacation pay accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The vacation pay accrued from July 1 of one year through December 31 of the same year shall be paid in full to the employee by January 15 of the succeeding year.

(c) A man with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 120 hours vacation pay. A man with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 160 hours vacation pay. The vacation year shall run from January 1 through December 31.

(d) Where vacation pay equal to ten (10) or more days has been accumulated for an employee with less than five (5) years of service, and fifteen (15) or more days for an employee with more than five (5) years of service such employees must take a minimum vacation of ten (10) and fifteen (15) days, respectively.

(e) The employee shall have the option of taking any additional vacation accrued in excess of the amount stated under Paragraph (d) above provided he has obtained prior approval from the Company.

(f) It is understood and agreed that work conditions must be taken into consideration when vacations are arranged.

Time off for vacation shall be taken as a full complete period whenever possible.

(g) Vacation Pay accrued will change from 6% to 8% on the first payroll period after the first month following completion of five (5) years in the business. These five (5) years include the six (6) months probationary period.

(h) The local union shall furnish the Company, on request, dates that Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices were first employed in the elevator industry.

(i) When a man leaves the Company the Vacation Pay shall be retained. He shall receive the retained amount due him at the time specified in (b) above.

(j) When a man retires from the industry, the Company shall pay any vacation pay he is owed within thirty (30) days after his retirement provided he notifies the Company in advance and in writing.

(k) Where vacations interfere by temporarily breaking up a team, the Company shall have the right to place the extra man to the Company's advantage. Serious interference shall be taken up with the Business Representative.

(l) Time spent outside the industry, whether or not a member of the local union, shall not count toward vacation eligibility status. An employee with at least one (1) year's service in the industry who takes time off for service in the Armed Services shall have such service time counted toward his vacation eligibility status upon return to the industry.

(m) Hours worked for the Company by a member of a local union, while outside of the jurisdiction of that local, shall count for vacation pay.

(n) Hours paid as holiday pay, vacation pay, or traveling time outside of the regular working hours are not to be counted as hours worked when computing vacation pay (Exception: traveling time on overtime callbacks, whether emergency maintenance or emergency repair work, shall be counted as hours worked when computing vacation pay).

(o) At the time vacation pay is paid, Federal and State taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.

ARTICLE XIII

Traveling Time and Expenses

Par. 1 When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one - half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one - half rates (as agreed to in Article IX, Contract Service, travel time on overtime call - backs is excepted from the above). Expenses incurred on trip to be paid by the Company in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first job site of the regular work day or driving from the last job site of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a Local Travel and Expense Agreement or established local practice.

Par. 2 Local Unions and THYSSENKRUPP Representatives are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3 When the Local Union and the THYSSENKRUPP Representative are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the General President, IUEC and the THYSSENKRUPP Executive Director to study the dispute. The General President, IUEC and the THYSSENKRUPP Executive Director, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the THYSSENKRUPP Representative.

The General President, IUEC and the THYSSENKRUPP Executive Director, or their designees, may issue guidelines that the Local Union and the THYSSENKRUPP Representative may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that THYSSENKRUPP and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and the THYSSENKRUPP Executive Director, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1 It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

Par. 2 No strike will be called against the Company by the Union unless the strike is approved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Company before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

Par. 3 In the event of a strike, work stoppage or lockout affecting Mechanics, Helpers and Apprentices on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Company to do all work covered under Contract service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

ARTICLE XV

Arbitration

Par. 1 Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a "grievance" and shall be resolved under the following procedure. Both parties commit to making an earnest effort to resolve differences in accordance with the procedure outlined below:

Par. 2 Oral Step. Any employee, local union, or the Employer with a grievance (hereinafter called the "grievant"), shall discuss the grievance with the designated Employer Representative (or Local Union Business Representative) within ten (10) working days after the cause of the grievance is known or should reasonably have been known. The Employer shall designate to each local union the Employer's Representative(s) for the purpose of responding to grievances at this step. If the grievance is initiated by an employee, the Local Business Representative shall be present during the discussion.

Within three (3) working days after the above discussion, the Employer's Representative shall notify the employee and the Local Union Business Representative of his disposition of the matter.

The Local Business Representative shall similarly respond to the Employer's grievance.

Par. 3 Written Step One. If the issue remains unresolved after the conclusion of the Oral Step, the grievant, within ten (10) working days of the conclusion of the Oral Step, may submit in writing on provided forms a brief statement of the grievance, including the Article and paragraph of the Agreement allegedly violated (if known), and the remedy requested.

Within fifteen (15) working days after the written grievance is received by the Employer (or the Union), a meeting will be held to discuss the grievance. The Employer shall be represented by the Regional Field Manager, Field Employee Relations or his designee and the designated Employer Representative described in Paragraph 2. The union shall be represented by the IUEC Regional Director or other Representative designated by the General President and the Local Business Representative described in Paragraph 2.

At the meeting (or any continuation thereof agreed to by the parties), the Employer (or the Union) shall give its written answer to the grievance on the provided form. Within ten (10) working days of that disposition, the Employer or the Union shall indicate on the grievance form whether it appeals therefrom. If the grievance disposition is not appealed, it shall be final and binding on all parties.

Par. 4 Written Step Two. If the grievance is appealed it shall be placed on the agenda of a scheduled meeting of the National Arbitration Committee. The Employer shall be represented by the THYSENKRUPP Executive Director or his designee and a panel of two (2) additional Employer Representatives. The Union shall be represented by the General President or his designee and two (2) additional representatives.

The National Arbitration Committee shall meet once per calendar quarter. Each party shall submit an agenda not less than seven (7) working days prior to the meeting.

The THYSSENKRUPP Executive Director or his designee (or the General President, IUEC or his designee) shall render a disposition of the grievance in writing at the National Arbitration Committee Meeting. If the grievance disposition is accepted, it shall be final and binding on all parties.

Par. 4(A) THYSSENKRUPP and the Union agree to the following program for Advisory Arbitration of grievances on a test basis. Either party may terminate the program upon ninety days' written notification to the other at any time after December 31, 2008:

1. Upon the request of either party a grievance not resolved at the National Arbitration Committee (NAC) may be submitted to Advisory Arbitration by written notification to the other party within fifteen (15) working days after receipt of the other party's written disposition at the NAC level.
2. There shall be a mutually designated panel of four Advisory Arbitrators, each of whom agrees to hear cases during a designated three-day week session (Tuesday through Thursday) in a designated location each year, which shall be at least thirty (30) days after receipt of the written notification that the case has been submitted to Advisory Arbitration. The thirty (30) day time limit may be waived by mutual agreement of the parties.
3. Each party (that is, THYSSENKRUPP and the Union) may present up to three (3) cases at each three-day session. Should either party not use its full complement of cases that week, and should the parties mutually agree, the other party may use the other's unused allotment to present additional cases.
4. Each party will be limited to three attendees (counsel included) during the presentation of any case. Hearings shall be informal and the rules of evidence will not apply. No record, stenographic or tape recordings of any session will be made.
5. The parties will not use the traditional means of presenting evidence—there will be no witness testimony, either direct or cross examination. The spokesman for each side will present its case by way of summary presentation that combines elements of opening statement, proffers of evidence, and closing argument, all in a single narrative. The spokesman may offer documents (without formal authentication), and summarize the testimony of potential witnesses. A pre-hearing brief limited to ten pages in length may be offered at the hearing. Each side's initial presentation will be limited to one hour, with an opportunity provided for rebuttal and follow-up. The Advisory Arbitrator may ask questions of anyone present. Each case shall be concluded within four hours. There will be no post-hearing briefs.
6. At the conclusion of the hearing in any case, the Advisory Arbitrator shall endeavor to advise the parties orally what his Advisory Opinion would be in the case. At the request of any party, the Advisory Arbitrator shall issue a written Advisory Opinion which shall be labeled in bold letters at the top of the opinion "Advisory Non-Binding Opinion", within 30 days, which shall be an opinion of ten pages or less.

7. Nothing said by the parties or their representatives during the Advisory Arbitration process, nor any pre-hearing brief or position statement introduced during a case, can be used or introduced by the other party during Impartial Arbitration proceedings or in any other proceeding. Nor may the Advisory Arbitrator's Advisory Opinion, whether delivered orally or in writing, be used, introduced or disclosed during Impartial Arbitration or in any other proceeding.

8. It is the mutual intent and desire of the parties that following the presentation of a case at Advisory Arbitration, the parties themselves will agree upon final resolution of the case, in accordance with the Advisory Arbitrator's Advisory Opinion, or some variation thereof. However, should that not result, either party may refer a case heard at Advisory Arbitration to Impartial Arbitration under Paragraph 5 of this Article, by written notice to the other party within thirty days of the Advisory Arbitration hearing or receipt of the Advisory Arbitrator's written Advisory Opinion, whichever is later, unless the parties mutually agree to extend said time.

Any Advisory Arbitrator hearing a case at Advisory Arbitration shall be disqualified from hearing the same case at Impartial Arbitration.

9. The cost of the Advisory Arbitrators and the hearing arrangements shall be mutually borne by the parties.

Par. 5 Impartial Arbitration. If the grievance is not settled by the National Arbitration Committee, the Union or the Employer, within fifteen (15) working days of the Employer's (or Union's) disposition as outlined in Paragraph 4, may appeal the grievance to impartial arbitration. Such appeal shall take the form of a letter to the THYSSENKRUPP Executive Director (or the General President, IUEC).

Par. 6 The parties shall mutually agree upon the selection of an impartial arbitrator. If, within fifteen (15) days, the parties are unable to agree on the person to be selected as arbitrator, the parties shall jointly request to submit the matter to arbitration conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association and by an arbitrator who is a member of the National Academy of Arbitrators.

The arbitrator shall render his decision immediately upon the close of the record if the parties mutually agree otherwise the decision shall be rendered within thirty (30) days of the close of the record or the receipt of the briefs if the parties desire to file briefs. In an arbitration, either party may rely upon Articles in the Agreement other than those set forth in the original grievance form. The decision of the impartial arbitrator shall be final and binding on all parties.

Par. 7 It is understood that the arbitrator does not have the authority to add to, subtract from or modify in any way the provisions of this Agreement.

Par. 8 Grievances of the Union or the Employer shall originate at Written Step Two by submission to the THYSSENKRUPP Executive Director (or the General President, IUEC). The grievance of an IUEC Regional Director shall be filed and processed beginning at Written Step One of the procedure.

Par. 9 Discharge Grievances Expedited Impartial Arbitration. Recognizing the special nature of cases involving the discharge of an employee, the parties agree that such case(s) shall be handled as follows:

(a) Any discharge grievance not resolved at the Written Step One meeting may immediately be referred by either party to the THYSSENKRUPP Executive Director or his designee and the General President, Union or his designee for their immediate review and discussion. Such grievance need not wait to be placed on the agenda of the scheduled National Arbitration Committee, but rather shall be discussed, either in person or by telephone, by the parties within ten (10) working days of the referral from Written Step One. The parties shall make an earnest effort to resolve their differences at this meeting, but failing such agreement, either party may request immediate, expedited impartial arbitration.

(b) Within ten (10) working days of a request for impartial arbitration by either party, the parties shall mutually agree upon the selection of an impartial arbitrator who shall be obliged to schedule a hearing at the earliest possible available date on his/her schedule where both parties are available to present their respective cases. The arbitrator shall hear the case. Post hearing briefs must be submitted within two (2) weeks of the conclusion of the hearing. The arbitrator shall render the award within two (2) weeks of the submission of briefs. Post hearing briefs may be waived by mutual agreement of the parties.

Par. 10 Compensation and expenses of the arbitrator shall be shared equally between the Employer and the Union.

Par. 11 Any of the time limits contained herein may be mutually extended by the representatives of the parties. Failure to appeal the grievance within the time limits described above without mutual agreement shall be considered an abandonment of the grievance. If a grievance is not dispositioned within the above time limits, it shall be immediately processed to the next step of the procedure.

ARTICLE XVI

Jurisdictional Territory

Par. 1 The primary jurisdiction of any local union shall include only that territory in which its members will agree to travel on their own time.

The secondary jurisdiction shall include the balance of the territory now within the jurisdiction of the local union.

Par. 2 Any change to the present jurisdiction of a local must be approved by the International Union of Elevator Constructors and the THYSSENKRUPP Executive Director before becoming effective.

Par. 3 The primary jurisdiction of Local No. ____ of the City of ____, relative to the wage scale and working conditions shall include the following territory:

The secondary jurisdiction of Local No. ____ of the City of ____, relative to working conditions shall include the following territory:

Par. 4 The parties agree that they meet annually and by mutual agreement more often, if necessary to discuss jurisdictional issues. The parties agree to fairly act upon justifiable written requests by Local Unions for extensions of existing jurisdictions. The Company and the IUEC shall advise a Local Union within sixty (60) days after the meeting at which the request is considered, of its disposition of the request.

When opening a Local Office the following steps shall be followed:

1. The Company shall notify the Local Business Manager/Representative when opening a new "Local Office" in a Local Union's secondary jurisdiction or open territory.

2. The Company shall bargain with the Local Business Manager/Representative or International when considering the assignment of a bargaining unit employee to a Local Office. No bargaining unit employee will negotiate directly with the Company.

3. The Company agrees to make forty (40) hours per week available to the first employee assigned to a Local Office. As each additional employee is assigned to such office thereafter, the Company agrees to make not less than thirty - two (32) hours of work available to the most recent addition and forty (40) hours per week available to all but the last employee so assigned.

4. Local Office employees will perform work per Article IX, Par. 1 and Article IX, Par. 2B.

5. Local Office employees shall not perform work in the primary of a local union unless mutually agreed to by the Company and the Local Business Manager/Representative.

6. Local Office Employees shall perform their work in accordance with the Company National Agreement at all times.

ARTICLE XVII

Health Benefit Plan

Par. 1 The Health Benefit Plan covering life insurance, sickness and accident benefits, and hospitalization insurance, or any changes thereto that are in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust, shall be a part of this Agreement and adopted by all parties signatory thereto.

Par. 2 The Health Benefit Plan shall be financed by mutual contribution, of Employers and Elevator Constructor Mechanics, Helpers and Apprentices as provided herein. The Employer agrees to continue to pay and contribute eight dollars and twenty seven and one half cents (\$8.275) for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices in its employ. The eight dollars and twenty seven and one half cents (\$8.275) hourly contribution rate shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2008	\$0.50	\$8.775
January 1, 2009	\$0.75	\$9.525
January 1, 2010	\$0.50	\$10.025
January 1, 2011	\$0.50	\$10.525
January 1, 2012	\$0.50	\$11.025

Each Elevator Constructor Mechanic, Helper and Apprentice shall continue to contribute three and one - half cents (\$.035) per hour. Payments of said contributions by the Employer and Elevator Constructor Mechanics, Helpers and Apprentices shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

Par. 3 It is understood and agreed that the contributions provided for in Par. 2 shall be used by the Trustees to maintain the plan of benefits provided by the Health Benefit Plan to the extent that it is feasible to do so on a sound financial basis without any increase in said hourly contribution rates during the term of this Agreement (except as modified by Article V, Par. 3).

Par. 4 It is understood and agreed that the decision(s) to increase or decrease the benefits provided by the Health Benefit Plan are matters committed to the discretion of the Trustees, except that the Trustees should not make any change in the plan of benefits which would result in the need for an increase in the contribution rates set forth in Par. 2. It is further understood and agreed, that the Actuary of the Health Benefit Plan shall continuously monitor the financial condition of the Health Benefit Plan and shall promptly advise the Trustees whenever in the opinion of the Actuary, it is necessary for the Trustees to modify benefits provided by the Health Benefit Plan in order to maintain the Health Benefit Plan in sound financial condition without any increase in the hourly contribution rates set forth in Par. 2. The Actuary shall report to the Trustees with respect to such

matters at least once each year as soon as is feasible after the financial and actuarial information for the Health Benefit Plan as of the end of the plan year is available.

Par. 5 In no event shall a contribution rate of the Company exceed the lowest contribution rate paid by any other contributor to the Health Benefit Plan for the type of work covered by this Agreement.

ARTICLE XVIII

Pension Plan

Par. 1 The National Elevator Industry, Inc., and the International Union of Elevator Constructors shall continue the Pension Trust Fund known as the "National Elevator Industry Pension Plan," which is administered by a board of eight (8) Trustees, four (4) appointed by the National Elevator Industry, Inc., and four (4) appointed by the International Union of Elevator Constructors. The Board of Trustees have adopted a Declaration of Trust and Plan of Pension Benefits which shall be a part of this Agreement and binding on all parties signatory to this Agreement.

The normal retirement age of the Pension Plan is sixty - five (65) years of age.

Par. 2 The Plan of Pension Benefits shall be financed by contributions as provided herein. The Company agrees to continue to pay and contribute four dollars and forty six cents (\$4.46) cents for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices in its employ.

The four dollars and forty six cents (\$4.46) hourly contribution shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2008	\$0.50	\$4.96
January 1, 2009	\$0.50	\$5.46
January 1, 2010	\$0.50	\$5.96
January 1, 2011	\$0.50	\$6.46
January 1, 2012	\$0.50	\$6.96

Payments of said contributions by the Company shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Pension Plan for the type of work covered by this Agreement performed in the same geographical jurisdiction of a given local.

Par. 3 Under the terms of this Agreement, including the agreed-upon contribution rate to the Pension Plan, it is the understanding and intention of the parties that the Trustees of the Plan, in fulfilling their duties as Trustees, will operate and administer the Pension Plan in a sound fiscal manner and in accordance with the Agreement and Declaration of Trust. It is the intention of the parties that the Trustees will annually review the applicable benefit rates of the Plan, and following

such review, may increase the benefit rate to a level such that the funding period will be fifteen (15) years or less, so that neither withdrawal liability nor an unfunded vested liability will be created and so that the Plan will remain comfortably in the "green zone" under the rules of the Pension Protection Act of 2006, that is, the Plan will stay outside of "endangered" and "critical" status as defined by the Pension Protection Act. Each year, as soon as feasible after the financial and actuarial information for the Plan as of the last day of the prior Plan Year is available, the Plan actuary shall advise the Trustees with respect to the funding of the Plan, taking into account the criteria set forth in this paragraph.

ARTICLE XVIII(A)

401 (k) Annuity

The National Elevator Industry 401(k) Retirement Plan shall have a provision added to enable the Plan to accept annuity contributions and shall be known as the Elevator Constructors Annuity and 401(k) Plan.

The Plan shall be administered by a board of eight (8) Trustees; four (4) appointed by the International Union of Elevator Constructors and four (4) appointed by the National Elevator Industry, Inc.

The Board of Trustees shall adopt a Declaration of Trust and Plan of Benefits which shall be part of this agreement and binding on all parties signatory to this agreement.

The annuity benefits shall be funded by Employer contributions as follows (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2008.....	\$0.25	\$1.85
January 1, 2009.....	\$0.50	\$2.35
January 1, 2010.....	\$0.50	\$2.85
January 1, 2011.....	\$0.50	\$3.35
January 1, 2012.....	\$0.50	\$3.85

ARTICLE XIX

Educational Fund

Par. 1 The National Elevator Industry, Inc., and the International Union of Elevator Constructors have established an Education Trust Fund administered by a joint board of trustees. The Educational Trust Fund known as the "National Elevator Industry Education Program" shall provide an apprenticeship program for the education and training of apprentices as well as a continuing education program for elevator mechanics. Such Fund has been established pursuant to and in compliance with the provisions of Section 302 of the Labor - Management Relations Act, as amended.

Par. 2 The apprenticeship program called for herein shall be for a period of four (4) years and shall in all respects conform to the regulations of the United States Department of Labor and/or applicable state apprenticeship councils governing registered apprenticeship programs. The pattern standards for the apprenticeship program are set forth in the National Guidelines for Apprenticeship Standards and are incorporated herein. Through coordination with the Director of the National Elevator Industry Education Program, local committees consisting of representatives of employers signatory to this agreement and IUEC Local Unions, shall prepare and submit for approval to the applicable state apprenticeship councils such documents as may be necessary to secure registration of the apprenticeship program called for herein. Upon the approval of the parties hereto, such committees may alter the program of apprenticeship set forth in the National Guidelines for Apprenticeship Standards if in their opinion such alterations are called for by applicable state law.

Par. 3 The Board of Trustees of the Education Trust Fund shall have full authority and discretion to adopt Agreements and Declarations of Trust and educational and training programs which shall become a part of this Agreement and binding on all parties to the Agreement. Individuals, Companies and Local Unions may appeal decisions of a Local Joint Apprenticeship Committee to the Board of Trustees of the Educational Trust Fund which may review, modify or set aside such decision and order relief as appropriate. This provision of this Article shall be effective to the extent permitted by applicable law.

Par. 4 The National Elevator Industry Education Program shall be financed by contributions by Employers as provided. Upon the effective date of this Agreement the Company agrees to continue to pay and contribute to such Fund fifty-five cents (\$0.55) per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices. The amount of the Company contribution will be as follows (except as modified by Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
July 9, 2007	\$0.00	\$0.55
January 1, 2008	\$0.00	\$0.55
January 1, 2009	\$0.00	\$0.55
January 1, 2010	\$0.00	\$0.55

January 1, 2011	\$0.00	\$0.55
January 1, 2012	\$0.00	\$0.55

Payment of said contributions shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Fund.

Par. 5 It is understood and agreed that if prior to any calendar year the Trustees shall advise the IUEC and THYSSENKRUPP that the amount of the contributions set forth in Par. 4. above are providing more than sufficient funds to finance and maintain the existing education program, then the IUEC and THYSSENKRUPP shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan should be reduced and the wage rate of Elevator Constructor Mechanics, Helpers and Apprentices increased by the amount of any agreed upon reduction.

It is also understood and agreed that if at any time the Trustees of the Education Plan shall advise the IUEC and THYSSENKRUPP that the Education Plan does not have sufficient funds to maintain the existing education program, then the IUEC and THYSSENKRUPP shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan shall be increased. In no event shall the Companies' contribution exceed the lowest contribution paid by any employer contributor to the Education Plan.

ARTICLE XX

ELEVATOR INDUSTRY WORK PRESERVATION FUND

Par. 1 The Elevator Industry Work Preservation Fund shall be funded by a contribution of eighteen cents (\$0.18) per hour and continued each year thereafter for each hour of work performed by each employee covered by this Agreement to the Elevator Industry Work Preservation Fund (except as modified by Article V, Par. 3). Except for the transfer of contributions described in Section 5 below, the monies of the Fund shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Union or Employers party to this Agreement, but shall be administered solely by the Trustees and its duly authorized representatives for the purposes permitted.

Par. 2 The Fund shall be governed by a written Trust Agreement and administered by a Board of Trustees, in accordance with, and so provided in, the governing documents of the Fund and subsequent amendments thereto.

Par. 3 The assets of the Fund shall be used for any purpose authorized by Section 6(b) of the Labor - Management Cooperation Act of 1978 and Section 302(c)(9) of the Taft Hartley Act, 29 U.S.C. Section 186(c)(9). The Fund shall not be used for any other purpose, including a purpose which is inconsistent with the provisions of this Agreement, or used for the purpose of funding any lobbying effort or participation in any litigation, or administrative proceeding in which the Fund is seeking or supporting a result which is contrary to the interests of any Employer signatory to this Agreement, or used in connection with an organizational campaign to organize any employees of an Employer which is bound by the terms of this Agreement in a job classification other than the classifications of Elevator Constructor Mechanic, Elevator Constructor Helper and Elevator Constructor Apprentice.

Par. 4 No Employer signatory to this Agreement shall be obligated to provide information to the Union or to the Fund with respect to any matter which the Fund may be reviewing or pursuing or otherwise related to the activities of the Fund, nor shall any Employer signatory to this Agreement be obligated to participate in any of the activities of the Fund in any other manner. The Trustees of the Fund shall not take any action which directly or indirectly changes any of the Articles or intent of this Agreement, nor shall any provision of this Article be construed to change the meaning or intent of any other Article of this Agreement.

Par. 5 Contributions to the Elevator Industry Work Preservation Fund will be reported on and transferred on a monthly basis using the Monthly Remittance Report to the National Elevator Industry Benefit Funds (NEIBF), which will in turn segregate and deposit the contributions to the Work Preservation Fund in that Fund's separate account.

ARTICLE XXI

Payment for Lost or Stolen Tools

Par. 1 The Company agrees that they should make every effort to provide a reasonably safe place for tools and likewise the employee shall make every effort to protect not only his own tools but also to protect the Company tools. The Company and the local union agree to jointly reimburse Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices for tools lost on the job or stolen while in transit or stolen from any vehicle being used by the employee on the following basis:

a) Up to a maximum claim of \$200, the Company will pay 75% and the local union will pay 25%.

b) On claims of more than \$200, the local union will pay \$50 with the remainder, up to a maximum of \$900, paid by the Company.

Alternatively, the Company may elect to list those tools which its employees are required to utilize. In that event the Company shall not be required to reimburse its employees for other than those tools it shall require.

Actual receipts for replacement tools must be submitted, in either case, to the local union and the Company by the Employee claiming the loss before reimbursement can be authorized. The local union and the Company reserve the right to inspect replacement tools.

ARTICLE XXI (A)

Metric Tools

When and if the Company requires the use of metric tools by an employee in the course of his employment, the Company agrees, upon receipt from the employee, to reimburse the employee for all tools required or to provide such tools, at the Company's option.

ARTICLE XXII

Hiring, Layoffs and Transfers

Par. 1 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of age, citizenship, disability, race, color, creed, sex, religion or national origin, the parties hereto agree to the following system of employment:

(a) The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be established, maintained and kept current on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Upon request such list shall be made available to the Company for inspection. An employee who does not meet the requirements set forth in the Substance Abuse Program will be deemed unqualified and not placed on any list for referral or referred out to any company.

(b) The Company shall hire experienced Mechanics, Helpers and Apprentices who permanently live in the area, are seeking employment and are qualified to perform the work required by the Company before hiring a transient employee or a new inexperienced employee. An employee shall be considered a transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he has registered for referral. The employee shall verify the change by providing to the local, a motor vehicle registration and drivers license with the new address. The employee shall send the change of address to the International in order to be registered with the local for referral. Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced mechanic, helper or apprentice the Company shall use the Union as the first source of applicants for employment. Upon the Company's request, the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of 72 hours after such request, exclusive of Saturdays and Sundays. When seeking Apprentice applicants, the Company will utilize the list provided by the Local Joint Apprenticeship Committee. If the Union or JAC fails to refer qualified workmen within the specified period the Company may obtain workmen from any other available source. The Company has the right to reject any and all applicants referred to it by the Union. The Company, where requested by the Union, shall give, in writing, the reason for any rejection. It is further understood and agreed that if any workman is continually rejected by the Company within a local union's jurisdiction or if the Company, as a matter of practice, repeatedly rejects applicants referred by the Union, the local union Business

Representative or the Company may submit the matter of rejection to the designated Company Labor Relations Representative and IUEC Regional Director. Failing agreement, the matter may be referred to the National Arbitration Committee under Article XV. The Company Labor relations Representative and IUEC Regional Director, National Arbitration Committee or the impartial arbitrator shall have authority to decide the matter and impose an appropriate remedy. If they find that the continued rejection of a particular workman was justified, the appropriate remedy may include directing the removal of the named workman from the list for a period of time. If they find that the Company has unreasonably or discriminatorily exercised its right of rejection, the appropriate remedy may include directing that the Company not have a right of exercising his right of rejection for a period of time.

(c) The Union shall refer to the Company only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

(1) If the Company requests by name from the open employment list a particular workman previously employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(2) If the Company requests by name from the open employment list a particular work - man who has not previously been employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(3) When hiring an experienced Apprentice from the local open employment list, the Company will first hire those classified as fourth year Apprentices whose names appear on the open employment list. Thereafter, the Company may select and hire or reemploy any Apprentice. However, at its sole discretion, the Company may select and rehire or reemploy any Apprentice who has previously worked for the Company during the immediately preceding twelve- month period, irrespective of the availability of any fourth year Apprentice.

(4) In the event the General President of the IUEC shall be of the opinion that a severe unemployment situation exists in any local's jurisdiction, he shall contact the THYSSENKRUPP Executive Director and confer with him as to the problem and possible resolutions. Failing agreement the matter may be submitted to the impartial arbitrator as provided under Article XV. An agreement as to resolution of the problem between the General President of the IUEC and the THYSSENKRUPP Executive Director or the decision of the arbitrator may modify the provisions of subparagraph (1) and (2) above as may be deemed necessary under the circumstances.

(d) All Employment Practice provisions are to be posted in the Union Hall and in the Company's Personnel Office.

(e) As soon as practical the General President of the IUEC shall review all locals of the Union where there is a part - time Business Representative for the purpose of determining whether such Business Representative is able to establish and maintain an open employment list and to operate the procedures in this Article in a satisfactory manner. He shall then advise the THYSSENKRUPP Executive Director as to such determination and if there is any disagreement, they shall endeavor to resolve the matter. Failing agreement, the matter may be submitted to the impartial arbitrator provided under Article XV.

Par.2 Applicants for apprenticeship shall be evaluated and ranked in accordance with the selection procedures contained in the pattern affirmative action plan set forth in the National Guidelines for Apprenticeship Standards, as they may be amended from time to time, or such similar procedures adopted to conform to applicable state laws or regulations, by local committees consisting of representatives of IUEC Local Unions and Employers signatory to this collective bargaining agreement. Employers seeking new employees shall contact the appropriate local committee for dispatch of an Apprentice in accordance with that committee's referral procedures. The Local Union and the Companies are entitled to a copy of the complete ranked applicant list. If applicants for Apprenticeship are not referred from the Apprentice applicant list, the Employer may obtain Apprentices from any other available source.

Par. 3 When an Employer makes layoffs, the probationary apprentice will be laid off first; thereafter, any transient helper, then any transient apprentice, followed by any helper who permanently lives in the area; thereafter, a first year apprentice; thereafter, a second year apprentice; thereafter, a third year apprentice and thereafter, a fourth year apprentice. The employer will determine the order of lay off in each classification. Employees laid off shall be paid at the next weekly payroll period following the layoff.

The temporary mechanic shall be set back in the same order as mentioned in Article X, Par.4 prior to layoff of a transient mechanic, not including temporary transfers referred to in paragraph (4) below, and lastly those mechanics who permanently live in the area will be laid off.

Par. 4 The Company shall have the right to transfer temporarily from one local union's jurisdiction to another, key mechanics (such as adjustor, certified welder, mechanic - in - charge, experienced escalator mechanic, mechanic trained to handle special equipment such as hydro drilling equipment, mechanic required to train or orient other employees in that local union's jurisdiction as to the Company's equipment, mechanic transferred temporarily to open an office). A mechanic - in - charge is only on a construction or modernization job where there are four (4) or more Elevator Constructors including the mechanic - in - charge. In addition, where the Company does not have a regular work force, the Company shall have the right to transfer mechanics temporarily on a one - to - one basis in the case of two (2) man jobs up to a maximum of three (3) such jobs at any given time. It is understood that the foregoing limitations shall not be applicable where there are no qualified mechanics available in the local union. Mechanics temporarily transferred under the above provisions may remain in the area only until completion of their work on the particular job for which they have been transferred.

The Company and the IUEC shall mutually decide upon what is a regular work force as used in this Par. 4 and that decision shall become incorporated in and a part of this Agreement.

Par. 5 Where the Company is opening a new office in one local union's jurisdiction they may permanently transfer one mechanic from the jurisdiction of another local union to start the new office provided they have advised the Business Representative in advance of the transfer. The Company may permanently transfer an employee from one local union to work in the jurisdiction of another local union subject to the following conditions:

- (a) Prior notice shall be given to the International Union.
- (b) The Company shall consider the following factors in reaching a decision to transfer such an employee:

1. The availability of qualified personnel in the other local union.
 2. The business necessity for such a transfer and other relevant considerations.
- (c) The Company shall not permanently transfer any employee for the purpose of circumventing an expense agreement.
- (d) Any dispute concerning such a transfer shall be subject to the grievance and arbitration procedure herein.
- (e) It is understood and agreed that prior to terminating an employee for unsatisfactory performance who is to be replaced under this paragraph or any other employee, the Company will give a written warning to the employee with a copy to the Business Representative in order that the employee be given an opportunity to improve his work performance. Such a termination may be submitted as a grievance to the National Arbitration Committee as provided under Article XV as a final source of appeal.

Par. 6 Whenever a building owner or other customer of the Employer requires persons working on its premises to provide personal identification as a condition of entering or working on the premises, the Employer will provide the employee with such identification for use on such jobs which will not contain the employee's Social Security, driver's license or any other personal identification numbers of the employee.

ARTICLE XXIII

Scope and Terms of Agreement

Par. 1 This Agreement shall be binding upon all Employers and the local unions which are named in the attached lists. This Agreement shall be incorporated in and become a part of any Agreement entered into between the Employers and the local unions of the International Union and no local Agreements between the Employers and local unions shall be made changing this Agreement except as herein provided for in Article XXVI. No local union shall, through its by - laws, constitution, or otherwise, change any of the Articles or intent of this Agreement. Nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement.

This Agreement defines the entire relationship between the parties for the term of this Agreement and, except as herein specifically provided for, neither party shall during the term of this Agreement have any obligation to bargain with respect to any matter not covered by this Agreement nor concerning any change or addition hereto.

ARTICLE XXIV

Re - Opening Clause

Par. 1 THYSSENKRUPP and the Union agree that if the Labor Management Relations Act of 1947 is repealed, modified or amended in any respect, the Union and THYSSENKRUPP agree that upon service of a thirty (30) days notice by either party, this contract may be reopened for negotiation dealing with Union security or secondary strikes, that will be covered by the repeal, modification or amendment of that Act.

ARTICLE XXV

Termination of Agreement

Par. 1 This Agreement shall become effective on the Ninth day of July 2007, and shall terminate at midnight on the Eighth day of July 2012.

ARTICLE XXVI

Local Option

Par. 1 It is agreed between the Company and the Union that in order to more effectively compete or to address other local conditions to benefit the entire elevator industry, it is permissible for any local union to negotiate special conditions with the Company for the following classes of work, except that the wage rate as determined by Article V of this Agreement may not be changed:

1. Modernization Work
2. General Repairs
3. Contract Service
4. Construction Work

Special conditions include but are not restricted to such items as terms associated with Local Transportation and Expense Agreements, work jurisdiction associated with Article IV of this Agreement, staffing, premium rates of pay, shift work or working hours on Modernization, Construction, Repair and Contract Service. In the case of Contract Service, special conditions shall also include problems arising because of areas where an employee's physical well-being may be in jeopardy.

Par. 2 The above mentioned special conditions shall be negotiated by a Committee of two (2) Representatives from the local Union, one (1) International Representative and three (3) Representatives from the Company and their decisions shall be binding on both parties.

Par. 3 Agreement on special conditions shall continue as long as satisfactory to both parties, but no change shall be made more often than six (6) months except that changes in construction working hours may be changed more often if mutually agreed. Sixty (60) days notice in writing shall be given by the party desiring such changes and such written notice shall constitute cause for a meeting of both parties.

Par. 4 Both parties commit to making an earnest effort to reach an agreement, however, when the Local Union Representative and the Company's designated representative are unable to resolve a dispute over changes in the Local Option Agreement as provided in this Article, either party may request the General President of the IUEC and the THYSSENKRUPP Executive Director to review, make recommendations or issue guidelines to resolve the dispute.

ARTICLE XXVII

Reporting Time, Subpoenaed Witnesses, Uniforms

Par. 1 Whenever a Mechanic, Helper or Apprentice covered by this Agreement reports to work on a construction, service or maintenance job on request of the Company and there is no work available, except for reasons beyond the control of the Company, the employee shall receive two hours pay at straight time rates.

Par. 2 Any employee who is covered by this Agreement who is subpoenaed to court by the Company or by the Company's Counsel shall be paid for all time at the straight time hourly wage rate, fringe benefits, and all reasonable expenses.

Par. 3 When required by the Company, Elevator Constructor Mechanics, Helpers and Apprentices shall wear uniforms bearing the Company's name and/or trademark. Such uniforms shall be furnished by the Company at no cost to the employee.

Par. 4 Whenever the Company asks an employee to work with cleaning solvents or other materials and substances that pose a risk to life or health, the Company will first advise the employee of the risks and train the employee in proper use or handling of the materials and substances. The contents of all such materials and substances and their possible risks and adverse effects shall be clearly marked on their containers. Suitable protective clothing and equipment must be provided to employees handling such materials and substances.

IN WITNESS WHEREOF, the parties hereunder have set forth their hand and seal on the date stated above.

ThyssenKrupp Elevator Corporation

By: _____

Mike R. McIntire

By: _____

J. P. Heaney

By: _____

William Gooding

By: _____

Jack P. Upchurch

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

By:

Dana A. Brigham,
General President

Timothy R. Smith,
Assistant General President

Kevin P. Stringer,
General Secretary - Treasurer

Mike Avery,
Labor Committee

James K. Bender II,
Labor Committee

Bernie F. Carey,
Labor Committee

Dale E. Coalmer,
Labor Committee

Michael J. Langer,
Labor Committee

Patrick J. McGarvey,
Labor Committee

Larry J. McGann,
Regional Director

William R. Johnston, Jr.,
Secretary-Treasurer, IUEC Local #5

R. Allen Spears
National Coordinator, EIWPF

**LOCAL UNIONS
OF
INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS**

Local No. 1, New York, NY
Local No. 2, Chicago, IL
Local No. 3, St. Louis, MO
Local No. 4, Boston, MA
Local No. 5, Philadelphia, PA
Local No. 6, Pittsburgh, PA
Local No. 7, Baltimore, MD
Local No. 8, San Francisco, CA
Local No. 9, Minneapolis, MN
Local No. 10, Washington, DC
Local No. 11, Cincinnati, OH
Local No. 12, Kansas City, MO
Local No. 14, Buffalo, NY
Local No. 15, Milwaukee, WI
Local No. 16, New Orleans, LA
Local No. 17, Cleveland, OH
Local No. 18, Los Angeles, CA
Local No. 19, Seattle, WA
Local No. 20, Louisville, KY
Local No. 21, Dallas/Fort Worth, TX
Local No. 23, Portland, OR
Local No. 24, Birmingham, AL
Local No. 25, Denver, CO
Local No. 27, Rochester, NY
Local No. 28, Omaha & Lincoln, NE and Council Bluffs, IA
Local No. 30, Memphis, TN
Local No. 31, Houston, TX
Local No. 32, Atlanta, GA
Local No. 33, Des Moines, IA
Local No. 34, Indianapolis, IN
Local No. 35, Albany, NY
Local No. 36, Detroit, MI
Local No. 37, Columbus, OH
Local No. 38, Salt Lake City, UT
Local No. 39, Providence, RI
Local No. 41, Springfield, MA
Local No. 44, Toledo, OH
Local No. 45, Akron, OH

Local No. 48, Charleston, WV
Local No. 49, Jacksonville, FL
Local No. 51, Richmond, VA
Local No. 52, Norfolk, VA
Local No. 55, Peoria, IL
Local No. 59, Harrisburg, PA
Local No. 62, Syracuse, NY
Local No. 63, Oklahoma City, OK
Local No. 71, Miami, FL
Local No. 74, Tampa, FL
Local No. 79, Little Rock, AR
Local No. 80, Greensboro, NC
Local No. 81, San Antonio, TX
Local No. 83, Tulsa, OK
Local No. 84, Reading - Scranton, PA
Local No. 85, Lansing, MI
Local No. 91, New Haven, CT
Local No. 93, Nashville, TN
Local No. 124, Mobile, AL
Local No. 126, Honolulu, HI
Local No. 131, Albuquerque, NM
Local No. 132, Madison, WI
Local No. 133, Austin, TX
Local No. 135, Charlotte, NC
Local No. 138, Poughkeepsie, NY
Local No. 139, Orlando, FL
Local No. 140, Phoenix - Tucson, AZ

APPENDIX A
Decisions of the Joint Industry Committee

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 2002. THYSSENKRUPP and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV (A) during negotiations for the present Agreement.

1. Wiring of Car Stations

After due consideration of all the information that the Executive Board could gather, back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

2. Pre - Drilled Overhead Beams

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

3. Pre - Wiring of Controllers

On the protest registered over the pre-wiring of controllers, the employers agreed that the pre-wiring of cross connections on controllers would be discontinued and in the future, auxiliary panels would go out without any leads for any wiring on them.

The employers further agreed that there would be no objection to a local removing the wiring, and replacing it, until the situation is corrected.

4. Multi - Wire Cable

The ruling of the Board was that the use of multi wire cable has become prevalent throughout the Industry and they can find no objection to its use.

5. Key Hole Slots

A review of past decisions and precedent established the fact that it had been previously agreed that key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells, are not a violation of Article IV of the Standard Agreement.

When Door Closer arms, lazy arms, or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site, pre - drilled or tapped for such devices as referred to in this paragraph, doors will not be installed until a satisfactory settlement between the employer and the Union is made.

6. Escalators

It is agreed that the escalator truss or parts of truss maybe used as a shipping container for escalator components, such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between the straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Par. 2, Item C for additional information.

7. Extended Wiring On Controllers

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connections.

8 Plug - in Connections Door Protection

Prepared plug - in connections for door protection devices such as furnished on the photobell protection device is not a violation of Article IV of the Standard Agreement.

9. DMR Plug - in Connection

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose ends unprepared for field connection by the Elevator Constructor.

It is agreed that the employer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 1964, will be prepared as described in the above paragraph.

10. Car Door Operators

Haughton Type 'T' and 'TH' and Westinghouse Type 'E' and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11. Wood Flooring

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field the work shall be done by Elevator Constructors.

12. Door Operators

(1) The pattern for the Industry, for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint Industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9 - 12, 1963.

Exhibit 'A' (Haughton 'T' Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'B' (Haughton 'TH' Two - speed Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'C' (Haughton 'TH' Center - opening Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'D' (Westinghouse 'E' Line Operator as per photo 500581A, dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic locks shall be removed.

Exhibit 'E' (Dover Operator per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

13. Pre - Assembling of Machine to Machine Beams (Armor Elevator Co.)

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Paragraph 2, sub - item "g" of the Standard Agreement by the method of pre - assembling the machine to the machine beams and the pre - drilling of the governor mounting plate.

14. Holes Drilled in the Factory for the Mounting of Sight Guards

shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required), shall be done in the field by Elevator Constructors.

15. Type M Hoistway Door Track Assembly (Haughton Elevator Company)

It was mutually agreed that the spirator would be removed and that the pre - drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

16. Pre - Fastening Booster or Blocking Beams to Machine Beams (General Elevator Company of Baltimore)

The Joint Industry Committee finds that General Elevator of Baltimore method of pre - fastening booster or blocking beams, as established and shown on Exhibit 'A' entitled "Standard Machine Beam Detail with Booster Beam" dated May 7, 1968 is not a violation of Article IV.

17. Dover Leveling Switches

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

18. Westinghouse and Otis Basement Machines

Westinghouse Basement Type #28 Geared Machine with deflector sheave attached as per DS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6588G are not in violation of Article IV of the Standard Agreement.

19. Top Emergency Exit Switches (Otis)

It was agreed that the switch could be removed in the field and remounted.

20. Otis Integral Hanger

That the primary function and responsibility of both the Union and the Industry is to assure a safe, reliable and workmanlike installation as regard door equipment. The employers agree that they cannot object to the dismantling of components if such becomes necessary to accomplish this.

(It continues:) There has been some question on interpretation of this clause, therefore, it has been agreed that the application of this decision requires that the mechanic - in - charge use his discretion with regard to removal of the hanger bar to accomplish the stated objective. Management supervisors should not be critical or attempt to penalize the mechanic for using such discretion but if he questions the decision, it should be adjusted between the Construction Manager and the Local Business Representative.

At the 1954 meeting of the International Executive Board and the Manufacturers' Labor Committee, it was mutually agreed that:

The Executive Board believes that when Article IV, Paragraph 8, that states "NO restrictions shall be imposed as to methods, tools, or equipment used" was written in the Standard Agreement, neither party, at the time, had in mind lethal tools, therefore; we believe the members of the International Union have a perfect right to refuse to use explosive powered tools.

21. Cargo Masters 500 lbs. up to 1000 lbs.

All door assembly units must be removed before installation of car.

Pre - wiring of Cargo Master to be limited to door and ejector operation.

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs. to 1000 lbs. as manufactured by Guilbert, Inc., and are not to be applied to the D/W provision of Article IV, Paragraph 3, Item 3, of the Standard Agreement.

22. Procedure For One Man Pressure Relief Valve Test

At a meeting of the National Arbitration Committee held on February 8, 1984, at the Sheraton Bal Harbour, Bal Harbour, Florida, it was jointly agreed that pressure relief valve test work may be performed by one mechanic so long as the following procedure is followed:

Item 1. The elevator must be equipped with a quick release coupling to which a pressure gauge could be connected.

Item 2. The Elevator Constructor mechanic is to be supplied with a temporary run button (the cable is to be of a length which would permit the Elevator Constructor to position himself outside of the machine room or the hoistway while performing the test).

Item 3. With the elevator at the top floor, doors closed, shut off the main line disconnect.

Item 4. Disconnect one wire, which places the elevator on inspection, add one jumper on the directional limit, one jumper on the final limit, and connect the temporary run button to the appropriate terminals.

Item 5. Connect the pressure gauge to the quick release coupling.

Item 6. Put in the main line disconnect and position yourself outside of the machine room and/or hoistway and using the temporary run button, run the elevator up against the stop ring until you observe (hear) the bypass valve open.

Item 7. After checking the pressure gauge the mechanic is to open the bottom hoistway door and observe the cylinder and pipe for possible damage or leakage.

Item 8. If damage has occurred it will be repaired in the normal manner using a repair crew.

Item 9. The car will then be restored to normal service and observed as it runs the first few trips.

Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham:

This is to confirm the understanding and agreement reached at the recent contract negotiations between THYSSENKRUPP and the Union.

It is understood and agreed that where a man has worked for more than one company and has worked at least 1750 hours entitles him to the minimum vacation pay guaranteed by Article XII. The obligation to pay minimum Vacation Pay shall be prorated between all the companies for whom the man worked based upon the hours the man worked for each company. The determination regarding a proration shall be made as of the end of the Vacation year December 31.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

Mr. Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham:

At our recent contract negotiations the parties agreed that effective July 9, 2002 as part of the Company Management Training Program, the Company shall have the right to work up to twelve (12) salaried non - bargaining unit employees per year as Temporary Helpers for a total of three to eighteen months duration each with no more than one working per local per year; for which it shall pay \$1800.00 per person to the local union and \$180.00 per person to the International Union. The International shall be notified as to the names of the trainees and the location of their assignments.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham;

This is to confirm the understanding and agreement reached at the recent contract negotiations between THYSSENKRUPP and the Union, that the International Union of Elevator Constructors will hold the Company harmless in the event of administrative proceedings, arbitrations or litigations involving the applicability and/or enforcement of Article III, Par. 3.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

MEMORANDUM OF AGREEMENT

This will confirm that during the negotiations for the collective bargaining agreement between THYSSENKRUPP and the IUEC to be effective July 9, 2007, the parties agreed to the following:

a) In the event that the Company experiences difficulties with employee response to emergency overtime call-backs in any local office, the Company shall inform the local union and the local union shall cooperate with the Company in establishing a call back system. In the event the Company and the local union cannot agree on the establishment of the call back system the Company and the IUEC shall establish a call back system.

b) Employees on contract service shall be required to carry and use beepers or any other designated communication devices that permit them to be contacted and informed of an emergency call while the employee is on the way to work at the beginning of the workday and while the employee is on the way home from work at the end of the workday.

AGREED:
Dana Brigham

AGREED
Mike McIntire

TRADE SECRET AGREEMENT

During the term of my employment with the Company and thereafter, I will refrain from disclosing to other persons or entities, except with the Company's consent and for the Company's benefit during the course of such employment, any trade secrets or confidential information of the Company.

I will deliver to or leave with the Company all written and other materials containing The Company's trade secret, confidential, or proprietary information upon termination of my employment.

I acknowledge receipt of an executed copy of this agreement

By: _____
Employee signature Print name

Date

By: _____
For the Company

Mr. Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham:

This will confirm the understanding reached during the recent contract negotiations concerning holidays that fall on Saturday or Sunday and that are celebrated on Friday or Monday, respectively.

The Union agrees that the Employer has an obligation to provide contract service to some of its customers on these Friday or Monday holidays. The Union further agrees that to provide such service it must require contract service employees to work on such days. It is agreed that the Employer shall have the right to schedule employees to work on such days in sufficient numbers needed to perform such work. The Employer agrees that it will make every effort to consider the desires of its employees when employees are scheduled to work such days.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

Dear Mr. McIntire:

All new hires hired after July 8, 1997 will be classified as probationary apprentices.

This is to confirm our understanding and agreement that any individual with an industry date prior to July 9, 1997, who is still a helper as of the effective date of our new agreement, will receive 70% of Mechanic's rate, plus fringe benefit and will remain at that rate until such time as he is qualified and meets the requirements as a fourth year apprentice.

AGREED:
Dana Brigham

AGREED:
Mike McIntire

Mr. Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham:

This letter will confirm the transfer policy between the primary and subprimary of the newly merged locals will be as follows:

- a) Each merged local becomes a subprimary of the local with which it was merged.
- b) The current employees form the permanent bench in each subprimary and primary.
- c) The current expense Agreement in each affected local will remain in effect until replaced by a new expense Agreement negotiated between THYSSENKRUPP and the IUEC.
- d) An employee sent from the primary to the subprimary, or vice versa, on a temporary basis will be paid expenses as required by his/her permanent base expense Agreement.
- e) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and this assignment does not require a household move shall receive four (4) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.
- f) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and does require a household move shall receive six (6) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.
- g) When a person on the bench is hired in the primary and/or subprimary he/she shall be used in the new location by application of paragraphs (d), (e), or (f) above.
- h) When an employee is permanently transferred as outlined in paragraphs (e) and (f) above, he/she is guaranteed a total of six (6) months employment in the new location or he/she will be paid per diem for the entire period less the per diem already paid.

This provision (h) does not apply if the employee is discharged for cause.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

Letter of Understanding

The parties agree that no Local Joint Apprenticeship Committee may implement any rule that conflicts with any language of the Collective Bargaining Agreement.

For THYSSENKRUPP _____ For the Union

Title

Title

Date

Date

Mr. Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Brigham:

This will confirm the understanding reached during our recent negotiations concerning local unions that may be merged or dissolved by the International Union of Elevator Constructors (IUEC) after January 1, 1992 and until the termination of the Agreement that will expire on July 8, 2012. THYSSENKRUPP agrees to meet and discuss the effects of such mergers on a local by local basis. Such discussions shall include but are not limited to hiring, expense agreements and open territory between the merged locals.

There shall be no change in any term or condition of employment under the Agreement or any local expense agreement until such time as the parties reach a mutual agreement as to such changes.

It is further agreed that such discussions are to begin as expeditiously as possible following the conclusion of negotiations for a new Agreement.

Very truly yours,
Mike McIntire

AGREED:
Dana Brigham

Memorandum of Understanding

Except as otherwise agreed to by the parties, the terms of all agreements between the International Union of Elevator Constructors and/or its local Unions and the ThyssenKrupp Elevator Corporation and its member Companies, including but not limited to local expense and local option agreements, that are in existence on the effective date of this Agreement shall continue in effect unless inconsistent with or superseded by this Agreement in which case the terms of this Agreement prevail.

AGREED:
Dana A. Brigham

AGREED:
Mike McIntire

SUBSTANCE ABUSE

Par. 1 In order to eliminate substance abuse in the workplace; to assist employees with substance abuse related illnesses, to have a safe workplace and efficient work-force. Such Substance Abuse Program shall be subject to the conditions set forth in this Article.

Par. 2 There shall be no random testing for drugs or alcohol for any reason other than stated in Paragraph 6. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Paragraph 6, shall not be disciplined, nor shall that employee be refused access to the jobsite.

Par. 3 Testing may be performed on new-hire applicants for employment as a condition of employment prior to placing them on the payroll. The employer shall have the right to require a drug test for any referral for employment if such referral has not worked for that employer within the past 12 months.

Testing of referrals will be considered a part of the employer's pre-employment process. The referral will be employed while the employer is awaiting the return of the test results. If the test result is positive, subject to paragraph 5, the employer has no responsibility to that referral and may terminate the referral without consequence. However, said individual shall become eligible for employment in the industry at such time that the individual complies with a recognized rehabilitation or counseling program under this Substance Abuse Policy.

Par. 4 An employee may be tested when probable cause exists to believe that the employee is impaired on the job. Probable cause will be deemed to exist under the following circumstances:

(a) The employee's conduct or actions indicating alleged impairment shall be observed by one supervisor on the jobsite and confirmed by a second supervisor whenever possible. The supervisor(s) shall record their observations in writing stating the date, time, length of observation, jobsite and actions of the employee which they believe constitute drug or alcohol impairment. Such statements shall be signed; and

(b) A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by an independent physician or health care

professional qualified to make such a determination, following a consultation with the employee. The physician or health care professional shall be of the Employer's choosing and the cost of such consultation and determination shall be borne by the Employer if it is not covered by applicable insurance; or

(c) Any employee involved in an accident which results in professional medical treatment or damage to company property will be required to submit to a test for the presence of alcohol or drugs. This requirement will be waived when the injury or accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor.

Par. 5 An employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in paragraph 4 above shall be tested within 24 hours. If the employee refuses, the employee is subject to disciplinary action up to and including termination and the employee shall be deemed unqualified and barred from work within the industry until such time the employee successfully complies with a recognized rehabilitation or counseling program under paragraph 6 of this section.

The Company must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times. The Company will comply with any state laws concerning drug testing.

The results of the test of an employee who tests positive the first time must be confirmed by SAMHSA standards. For a positive, adulterated or substituted result reported on a single specimen or a primary specimen, the employee may request through the MRO that the same specimen (or split specimen) be tested by a second authorized (SAMHSA certified) laboratory. The employee has 72 hours (from the time the MRO notified the employee that the specimen was reported positive, adulterated or substituted) to request a retest of the same specimen (or split specimen). If the independent retest indicates a negative result, the Employer may elect to retest the employee's initial sample. If the results are again negative, the employee will be put back to work immediately (if he is off work) and made whole for any loss of pay occasioned by the first positive test results.

Par. 6 An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Company's Medical Review Officer, (see attachment). Employee Assistance Program or some other recognized

and approved rehabilitation or counseling program. The cost of such programs may be offset by appropriate insurance coverage. If the employee enters such a program, his status as an employee will not be affected, except as provided for in paragraph 3 above, and he will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter, participate in and successfully comply with such a program shall be deemed unqualified and barred from returning to work within the industry. Employees may be disciplined, up to and including discharge, for subsequent positive test results. Employees who test positive two (2) times, and have been discharged by the Employer, shall be deemed unqualified and shall not return to work within the industry until he/she has successfully complied with a substance abuse program. Said individual, upon returning to work, may be randomly tested for substance abuse for a period of one year at the Employer's expense.

Par. 7 Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Company nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer. All test results and related information will be given the same confidentiality as any other medical information in the Company.

Par. 8 Any employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

This statement of principles shall apply to all employees represented by the International Union of Elevator Constructors. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers.

RIGHTS OF EMPLOYEES

- a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.
- b) If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.
- c) Within three (3) working days after notice of a positive initial test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (b), to explain that result.
- d) An employee who tests positive will have 72 hours following the date which the employee is notified of the test result to advise the company, in writing, of the employee's desire to request a retest of the original sample at the employee's own expense.
- e) Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- f) The employer will bear the costs of all testing except for retests requested by employees after an initial positive test result.
- g) Anytime an employee submits to a drug test under the Substance Abuse Program of this Agreement at the request of an employer, a copy of a positive test result shall be confidentially delivered to the employee no later than the end of the next business day after receipt of the test results by the employer.

Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

Any specimen altered by the employee will be considered a positive test result and therefore a violation of this policy. Any specimen altered by the employer will be considered a negative test result.

MEDICAL REVIEW OFFICER

The Company will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

- a) Select and utilize services of a testing laboratory that meets one of the criteria for drug testing established by [Bargainers in local areas will have to decide whether to use U.S. Department of Health and Human Services standards or other state or local law standards for all elements of the program including approved MROs for testing of specimens collected under this Policy.]
- b) Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by [adopted standard].
- c) Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.
- d) Ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.
- e) Notify the tested individual of a positive result and provide the individual with an opportunity to explain the reasons why their test might be positive.
- f) Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.

- g) Review a participating employee's medical record if so requested by the employee.
- h) Notify the employer's contact person of all test results, both positive and negative, if required.
- i) Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.
- j) Ensure the drug and alcohol policy and program complies with [Federal, State, and local law].

Letter of Understanding

In the event any State or the Federal government requires an exam for the fourth-year apprentices, the parties agree that such fourth-year exam shall not be considered a requirement under Article X, Para. 6.

Dana A. Brigham, General President

J. P. Heaney

Merged Locals

Due to the wage disparity created by merging the following locals, for the benefit of both the Employer and the IUFC, we will use the language in the letter confirming the transfer policy between the Primary and Sub-Primary of the newly merged locals contained in this Agreement. Using the increase schedule that we have provided, parity will be achieved for all of the merged locals within two (2) years.

Receiving Local	Merged Local	Percentage of Parity	1st Wage Increase	2nd Wage Increase	3rd Wage Increase	4th Wage Increase	5th Wage Increase
93	64	96.60%	98%	100%			

Mr. Dana Brigham, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Re: Letter of Agreement

Dear Dana:

This memorandum details the agreement between the parties concerning potential conflicts between the Company's Alcohol and Drug Policy and those policies provided by customers as a precondition for securing contracts for the Company.

The Company will continue its practice of applying good faith efforts to apply its own policy. Should these efforts be unsuccessful and a customer insists on implementation of their own policy, the Company may institute such policies to the extent necessary to obtain the work.

Good faith efforts by the Company to avoid using the customer's policy will include:

1. Advising the customer that the Company has agreed with the IUEC to a comprehensive company wide policy that addresses the maintenance of a safe and healthy work environment for its employees, and that it does not wish to apply any additional or different regulations.
2. If written confirmation of the company's position fails to change the customer's position, the Company will attempt to obtain customer approval to as much of its policy as possible.
3. If the customer insists on the complete substitution of its policy for the Company's policy, the Company shall then seek volunteers to man said jobs.
4. The Company will not discipline, discharge or lay off employees solely due to their refusal to volunteer. However, such employees may be laid off if there is not sufficient other work to which they may be assigned.
5. The IUEC recognizes the importance of securing adequate volunteers and will cooperate in assisting in efforts to secure them.

This agreement shall remain in effect for one year unless extended in writing by the parties.

AGREED:

Mike McIntire

**Joint National Industrial Agreement For Instrument
and Control Systems Technicians**

This July 1, 1998 Agreement, amended January 1, 2002, entered into by and between the INSTRUMENT CONTRACTING AND ENGINEERING ASSOCIATION, INC., hereinafter called the "Association", for and in behalf of its respective employer members who become signatory to this agreement, and other employers, who of their own volition, choose to sign this Agreement, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter called the "Unions".

Each Employer on whose behalf this Agreement has been negotiated and each future Employer who becomes a party by signing the Agreement, shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement.

WHEREAS, the Employer is engaged in the instrument contracting and engineering industry throughout the United States, and in the performance of such work requires the services of competent, skilled Instrument and Control Systems Technicians; and

WHEREAS, the Unions are affiliated with the American Federation of Labor and Congress of Industrial Organizations, and have in their membership in local unions throughout the United States competent, skilled Instrument and Control Systems Technicians; and

WHEREAS, the Employer and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for Instrument and Control Systems Technicians employed on a nationwide basis with said Employer; and

WHEREAS, the Employer and the Unions agree that there is a serious and continuing need for training additional union members for this specialized Instrument and Control Systems Technician work, by regularly conducting training courses in order to better serve the needs of the industry and the public, and keep pace with design and technological change; and

WHEREAS, to encourage closer cooperation and understanding between the Employer and the Unions in the instrument contracting and engineering industry, to the end that satisfactory, continuous, and harmonious labor relations exist between the parties to this Agreement;

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

ARTICLE 1
Union Recognition and Management Rights

Section 1.1. This Agreement covers instrumentation and control work and is a "stand alone" agreement separate and distinct from all others. Each Employer recognizes the Unions as the sole and exclusive bargaining representative for Instrument and Control Systems Technicians who are in the employ of the Employer with respect to wages, fringe benefits, hours and other terms and conditions of employment, on any and all work in the instrument contracting and engineering industry covered by this Agreement within the United States that is within the jurisdiction of the Unions and covered herein.

Section 1.2. The management of the Employer's business including, but not limited to, the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), and the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities, is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

Section 1.3 The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement.

- a. Seniority is not recognized in the hiring or discharge of employees.

ARTICLE 11
Trade and Work Jurisdiction

Section 2.1. This Agreement covers the rates of pay, hours and working conditions of Instrument and Control Systems Technicians who are employed by the signatory Employer doing Instrument and Control Systems Technician work in the jurisdiction of the Unions and possessing Instrument and Control Systems Technician qualifications as set forth in Attachment 1 of this Agreement.

Section 2.2. It is understood that Instrument and Control Systems Technician work, understood to mean instrumentation work, calibration work and control systems work, as defined in Attachment 1, is done on industrial installations such as refineries, chemical plants, power houses, breweries, pulp and paper mills and other process as well as non-process facilities. As used in Attachment 1, the term "process" is illustrative. It is not intended to limit the scope of Technicians' work to process facilities since Instrument and Control Systems Technician work is done on non-process facilities (such as power houses, water treatment plants, mines, pipelines and storage installations) as well as on process facilities (such as refineries, chemical plants, breweries, food processing plants and pulp and paper mills). This Agreement shall be limited to "industrial" facilities and is not intended to be utilized for commercial or residential heating and conditioning systems.

Section 2.3. This Agreement applies to instrument and control systems previously installed, except that "calibration" of instruments prior to installation may be performed under this Agreement.

Section 2.4. There shall be no work stoppages because of jurisdictional disputes.

ARTICLE 111
Scope of Work

Section 3.1. All provisions of this Agreement shall apply to all work performed by the Employer or by any joint venture of which the Employer is a part, or by any corporation or firm owned or financially controlled by, or acting as agents for, the Employer, in all places in the United States.

Section 3.2. This Agreement covers all loop-checking and instrument calibration work as referenced in Attachment 1 of this Agreement.

ARTICLE IV
Union Security

Section 4.1. All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union (United Association or International Brotherhood of Electrical Workers, as applicable) as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. This article shall be effective to the extent permitted by applicable state and federal laws.

ARTICLE V
No Strike, No Lockout

Section 5.1. Over matters relating to this Agreement, neither the Unions nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of material or persons in or out of places where the Employer is doing business.

Section 5.2. The Unions agree to exert reasonable efforts to end any unauthorized interruption of work. International Unions complying with this obligation shall not be liable for any unauthorized actions of its Local Unions.

Section 5.3. The Employer will not lockout any of the employees covered by this Agreement.

Section 5.4. The parties agree that, in the manner set forth in Article XIV, they will handle all grievances and disputes that may arise between them, and any misunderstanding, as to the meaning or intent of all or any part of this Agreement; provided however, the Employer shall not be required to resort to the grievance procedure prior to resorting to other remedies in the event of violation of this Article.

ARTICLE VI
Union Representation and Access to Jobs

Section 6.1. Authorized representatives of the Unions shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representatives comply with customer rules.

Section 6.2. The International Unions may assign a representative to the project to serve as their jobsite representative, or they may designate a working employee as their jobsite representative.

ARTICLE VII
Geographical Territory and Membership

Section 7.1. This Agreement shall have no geographical boundaries in the United States.

Section 7.2. All questions relating to the geographical territory and trade jurisdiction or union membership of a Local Union or Local Unions, or questions relating to open territory shall be decided by the signatory International Unions.

ARTICLE VIII
Crew Size

Section 8.1. The determination of the number of employees, and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching and assignment of duties. If a condition in a local agreement conflicts with this paragraph, the provisions of this Agreement shall prevail.

Section 8.2. There shall be no standby crew nor featherbedding practices.

ARTICLE IX
Supplying Instrument and Control Systems Technicians

Section 9.1. The Unions agree to furnish at all times to the Employer duly qualified Instrument and Control Systems Technicians in a sufficient number, as determined by the Employer, and as may be necessary to properly execute all work contracted by the Employer. The 50-50 UA-IBEW crew structure is not intended to mean that an employee of each craft (two Technicians) would be required to perform a particular task.

Section 9.2. It shall be the responsibility of the Employer to determine the qualifications of prospective employees in accordance with the criteria established in Attachment 1 of this Agreement. Furthermore, Instrument and Control Systems Technicians are to have qualifications to ensure satisfaction of the legal and contractual obligations of the Employer.

Section 9.3. The Employer shall retain the right to reject any applicant referred by the Unions. The Employer shall retain the right to terminate any employee for just cause providing Employer so states in a written termination notice.

Section 9.4. The Employer may (at his option) assign the first three Instrument and Control Systems Technicians within the territorial jurisdiction of a Local Union which may not be the Technicians' home Local Union for work which comes under the scope of the Agreement as being the work of the Instrument and Control Systems Technician. If multiple shifts are to be worked, the Employer may assign an additional Technician of the Employer's choice to work on the second or third shift, but not both.

Section 9.5. Additional Technicians will be supplied by the Employer and the Local Unions on a 50-50 basis in the following manner: the next Technician by the Union (UA or IBEW); the next Technician by the Employer; the next Technician by the Union; with still additional Technicians supplied in the same alternating sequence, subject to availability of Technicians possessing the qualifications stipulated in the previously referenced Attachment 1.

Section 9.6. If the Unions are unable to supply qualified Instrument and Control Systems Technicians to the satisfaction of the Employer within forty-eight (48) hours, the Employer, in order to meet manpower needs of the job, may either assign additional Instrument and Control Systems Technicians from the Employer's regular work force or hire Instrument and Control Systems Technicians wherever available, subject to the provisions of Article III.

Section 9.7. The provisions of this Agreement shall be applied to the selection of applicants for referral to jobs and to all employees without regard to handicap, race, color, religion, sex, age or national origin (within these respective requirements or applicable statutes and Executive Orders), and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, or by any other aspect or obligation of Union membership, policy or requirement.

Section 9.8. The International Unions shall be given timely notice by each Employer prior to the commencement of work on a new project. This notice shall be made on a form prescribed by the parties to this Agreement.

ARTICLE X Wages, Benefits, Hours of Work

Section 10.1. For all employees covered by this Agreement, wage rates (including those rates for foremen and general foremen), workmen's compensation, reporting pay provisions, pay differentials, and contributions or deductions for plans, programs, or funds, including, but not limited to, union dues, pension, health and welfare, training, vacations and holidays, supplemental unemployment benefits, sick pay, severance pay, shall be in accordance with the established local agreements; provided, however, that if the provisions of said local agreements are in conflict with this Agreement, this Agreement shall prevail.

Training contributions (JATC) and Union dues (working assessments) remitted in behalf of all IBEW Technicians referred by a Local Union designated by the IBEW International President as a referral and training Local Union shall be paid to the referral and training Local Union in an amount designated by the collective bargaining agreement of the designated Local Union. All training contributions (JATC) and Union dues (working assessment) remitted in behalf of IBEW Technicians referred by the Local Union in whose jurisdiction the work is performed shall be paid to the Local Union in accordance with the local agreement.

Section 10.2. Hours of Work. On single shift operations, eight (8) hours shall constitute a day's work. The workday shall begin at 8:00 a.m. and end at 4:30 p.m., Monday through Friday, with one-half (1/2) hour unpaid lunch. Since efficiency and economy and the best interests of an owner are of prime concern to the parties to this Agreement, the Employer, at his discretion, may begin

the day shift at any time between 6:00 a.m. and 9:00 a.m. and work eight (8) consecutive hours with an unpaid lunch break. In the event the regular day shift (8:00 a.m.-4:30 p.m.) is altered, additional changes shall be subject to mutual consent.

Section 10.3. Overtime. All work performed in excess of 8 hours Monday through Friday and all work performed on Saturday shall be paid at one and one half (1 1/2) times the basic straight time hourly rate. All work performed on Sundays and Holidays set forth in Section 10.4 shall be paid at two (2) times the basic straight time hourly rate.

- a. Technicians who report to work late will nevertheless be compensated at the overtime rate of pay following the end of the regular workday, regardless of and without concern for the number of straight-time hours said Technician may have worked in the given day.

Section 10.4. Holidays. Notwithstanding the Section 10.1 reference to the local agreements, the following seven days shall constitute the holidays observed within the terms of this Agreement:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Subject to mutual agreement, the "day after *Thanksgiving"
may instead be used as a "floating" holiday.

- a. The above referenced holidays are the only holidays to be recognized in this Agreement. When any of these holidays are determined by the Government to be celebrated on a Monday, such designated date will be recognized under this Agreement.

Section 10.5. Payday shall be once each week no later than the fifth working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check, provided that the Employer makes arrangements for cashing such checks with a designated local bank. When employees are laid off or discharged, they shall be immediately paid all wages due.

Section 10.6. The wage rate shall be based upon the higher industrial wage rate of the IBEW or UA Local Union in the area where the work is being performed.

- a. When vacation pay is taxed as wages, it shall be considered as part of the base wage rate. This interpretation shall be utilized only for the purpose of determining the higher of the base wage for the two Unions¹

¹ In the construction industry some vacation funds are set up as annuity funds and some are set up as straight contribution funds. Annuity fund-vacation deductions are not taxed in the weekly wages paid to the individual technicians. Straight contribution-vacation funds have income tax withheld in the weekly wages paid to the individual.

In regard to Section 10.6 and Section 10.6a., straight contribution-vacation fund deductions *shall be* included with base wages to determine the higher wage rate to be paid. Annuity fund vacation deductions *shall not be* included with base wages to determine the higher wage rate to be paid.

Section 10.7. The Employer shall pay all health and welfare, pension, and other applicable fringe benefit contributions to the employee's home Local Union, or to a Local Union designated by the International Union so as to provide continuous coverage for each employee. The Employer hereby adopts and agrees to be bound by the written terms of such legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this paragraph is intended to require the Employer to become a party to, nor be bound by the local collective bargaining agreement, except for the fringe benefit fund contributions as required herein, nor is any signatory Employer required to assign his bargaining rights or become a member of any Employer group or association as a condition for making such contributions. Local industry promotion funds, for purposes of this Agreement, are not considered fringe benefits and need not be paid by the Employer. Where the Local Union agreement provides for lump sum payments for fringe benefits, apprentice or journeyman training funds, and industry promotion funds, the Employer shall pay the hourly amount covering the fringe benefit fund portion of the payment. The Employer will not be required to comply with bonding requirements provided for in local agreements. The Employer shall provide the Local Unions having jurisdiction over the given project, with copies of such transmittals to the home Local Unions of the traveling Technicians.

Section 10.8. Shifts. Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive workdays. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight-time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular workday shall extend into a holiday, employees shall be paid at the regular shift rate.

- a. The first shift shall be the regular day shift, insofar as computing wage payments is concerned, and the first day shift shall work a regular eight (8) hour shift as previously defined in this Article, plus one half hour unpaid lunch period.
- b. If two work shifts are established, the second shift shall consist of seven and one-half (7 1/2) hours of continuous work, plus one half hour unpaid lunch period. By mutual agreement the lunch period shall occur approximately half way through the shift. Employees working on the second shift shall receive eight (8) hours pay at the basic straight time rate plus ten (10) percent.
- c. If three work shifts are established, the third shift shall consist of seven (7) hours of continuous work, plus one half hour unpaid lunch period. By mutual agreement the lunch period shall occur approximately half way through the shift. Employees working on the third shift shall receive eight (8) hours pay at the basic straight time rate plus twelve (12) percent.
- d. Time worked in excess of seven and one-half (7 1/2) hours on the second shift and seven (7) hours on the third shift shall be paid at the appropriate overtime rate.
- e. In computing overtime pay on shift work, the overtime rate of pay shall be based upon the wage rate established for the shift involved.

- f. When the project where instrument work is to be performed is covered by a particular collective bargaining agreement, such as the General Presidents' Agreement, the National Maintenance Agreement, the National Construction Stabilization Agreement, the Power Generation Maintenance Agreement, or project agreements approved by the National Building and Construction Trades Department of the AFL-CIO, which stipulate standard first, second and third shift language for all Building Trades Crafts on the project which are different from the provisions of this Agreement, then Instrument and Control Systems Technicians working under the terms and conditions of this Agreement shall work the hours stipulated by the particular collective bargaining agreement shift clause(s) and be compensated in the manner prescribed in the particular collective bargaining agreement covering all crafts on the project. In any event, the minimum shift compensation shall not be less than what is provided for in the General Presidents' Agreement under the category of "temporary-shift work conditions". This exception does not allow for any modification to the basic wage and benefit structure contained in this Agreement.
- g. In regard to Section 10.8. f., in cases where a project is covered by both the General Presidents' Agreement and the National Maintenance Agreement and shifts are to be established, the Instrument and Control Systems Technicians involved will be paid the higher of the two shift rates as provided in the General Presidents' Agreement and the National Maintenance Agreement in effect on the date of bid submittal by the signatory instrument and control systems contractor. The balance of the conditions prescribed in Section 10.8. f. shall apply.

ARTICLE XI
Instrument Technicians Labor-Management
Cooperation Fund

Section 11.1. The parties to this Agreement agree to participate in the Instrument Technicians Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. S175(a) and Section 302(c) (9) of the Taft-Hartley Act, 29 U.S.C. S186(c) (9). The purposes of this Fund include the following:

- a. To improve communications between representatives of labor and management;
- b. To provide mechanisms to improve the collective bargaining relationship between the parties with respect to matters of mutual concern;
- c. To study and explore ways of increasing productivity and of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry in which Instrument and Control Systems Technicians work;
- d. To engage in public education and other programs to expand the economic development of the Instrument and Control Systems Technician industry;
- e. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production; and
- f. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 11.2. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents.

Section 11.3. Each Employer signatory to this Agreement shall contribute to the Fund the lump sum of Five Thousand Dollars (\$5,000.00) each January 1st. Employers becoming signatory to this Agreement during a fiscal year (January 1 – December 31) shall be required to make a pro-rata contribution to the Fund as determined by the Trustees. The contribution shall be made in a manner and to a location established by the Fund Trustees. The Fund Administrator shall notify each Employer when contributions are due and payable.

Each Employer signatory to this Agreement shall report all technician man-hours performed under this Agreement on a quarterly basis. Such reports shall be submitted on a form prescribed by the Unions.

Section 11.4. In the event that a signatory Employer fails to make contributions to the Fund as required in Section 11.3 above within thirty (3) days, then the Trustees shall have the right to take whatever actions are necessary to secure compliance. The Employer shall be liable for all costs of collecting the payments due, together with attorneys' fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees which may be assessed by the Trustees.

ARTICLE XIII Travel and Subsistence

Section 12.1. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the employee shall be reimbursed for meals and lodging at reasonable rates to be negotiated on a "per-job" basis.

Section 12.2. All travel time, in excess of reasonable commuting time before and after an employee's normal work hours, shall be paid at straight time; such travel shall not be considered as pay for hours worked.

Section 12.3. Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within one hundred (100) miles of his established residence (normally the Employer's local office or a designated point to which the employee is permanently assigned).

Section 12.4. The Instrument and Control Systems Technicians covered by this Agreement shall be permitted to work anywhere outside their home Local Unions in accordance with the terms of this Agreement.

ARTICLE XII Subcontracting

Section 13.1. The Employer agrees not to sublet or subcontract any work coming under this Agreement unless the subcontractor to whom the work is sublet is in agreement with one or both of the International Unions.

Section 13.2. Any other work in the control of the Employer signing this Agreement, that falls in the jurisdiction of the Unions, but not in the scope as outlined herein, shall be done in accordance with the collective bargaining agreement of the Local Union having jurisdiction for that type of work.

Section 13.3. The Unions and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for, any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE XIV Grievance Procedure

Section 14.1. There shall be established an Arbitration Board consisting of four (4) representatives appointed by the Unions and four (4) representatives appointed by the Association. Either party shall have the right to appoint alternates for its representatives. Within thirty (30) days after the signing and execution of this Agreement, the Association and the Unions shall notify each other of their respective appointments to the Arbitration Board. The Board shall elect a chairman and a secretary from its members. The Arbitration Board shall stand during the life of this Agreement.

Section 14.2. When a dispute arises, the resolution and/or settlement shall take the following procedures:

- Step 1— The grievant shall notify his/her International Union and the Employer in writing within ten (10) working days after the complained of event first became known. The grievance shall be settled between Field Representatives of the National Office of the Unions on the one hand, and the Employer on the other. If not settled within ten (10) working days after the hearing date, proceed to:
- Step 2— The grievance shall be settled between Union representatives of the National Office on the one hand, and representatives of the Association on the other. If not settled within ten (10) working days after the hearing date, proceed to:
- Step 3— The grievance shall be reduced to writing, specifying the issue(s) to be arbitrated, and shall be filed with the Chairman of the Arbitration Board, who shall immediately notify the other members of the Arbitration Board, and the parties to the grievance. Within ten (10) working days after the filing of the request for arbitration, the Chairman shall set a time and place for a hearing to be held.
- Step 3— If, after the hearing, the Arbitration Board is unable to reach a majority decision, within ten (10) working days proceed to:
- Step 4— The matter shall be promptly submitted to an impartial arbitrator, whose decision shall be rendered in writing and be binding on all parties to this Agreement. Time(s) necessary to pursue any of the steps above may be extended by mutual agreement between the parties to the grievance.

Section 14.3 In the event that the matter is to be submitted to an impartial arbitrator, one may be selected by unanimous agreement of the Arbitration Board members. If the Board cannot agree on an arbitrator within a period of ten (10) working days after expiration of the time limits in Step 3 above, then the Arbitration Board shall request the Federal Mediation and Conciliation Service to submit to the Arbitration Board a list of five (5) persons suitable for selection as an impartial arbitrator. If the Arbitration Board cannot agree upon one of the persons named on the list, then the impartial arbitrator shall be selected by striking from the list a name alternately, until one name remains. The remaining person shall be the impartial arbitrator, and shall be notified of his selection by the Chairman of the Arbitration Board. The authority of the Arbitration Board and of the impartial arbitrator shall be limited to the construction and enforcement of the express

language of this Agreement as applied to the specific grievance or issue stated in the request for arbitration. The Arbitration Board and the impartial arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, change, modify or supplement any of the specific provisions of this Agreement.

Section 14.4. The expense of the Arbitration Board and the impartial arbitrator, if required, shall be borne equally by the Employer and the Local Union(s).

ARTICLE XV Savings Clause

Section 15.1. Where there is a conflict in meaning, interpretation, or application between this and local agreements, this Agreement shall apply.

Section 15.2. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Unions shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an article or provision which will abrogate its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

Section 15.3. If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been invalid, inoperative or unenforceable, shall not be affected thereby.

ARTICLE XVI
Duration and Termination

Section 16.1 This Agreement shall be in full force and effect through January 1, 2003, from date of execution and from year to year from January 1st unless notice of termination or modification is given in writing by the Association on behalf of its members, and/or individual signatory Employers, to the United Association, and International Brotherhood of Electrical Workers and vice versa, sixty (60) days prior to each anniversary date of the first day of May.

Section 16.2 In the event notice of termination or modification is given, as provided in Section 16.1., and agreement on a new or modified agreement is not reached by the anniversary date, the Association and/or individual signatory Employers and the Unions agree to continue to work under the terms of this Agreement on a day-to-day basis until such time that either an agreement or impasse is reached.

ARTICLE XVII
Standing Committee

Section 17.1. There shall be established a Standing Committee with representatives for the Unions and for the Association for the purpose of promoting an understanding of the needs of the Unions and the Employers, in the implementation of this Agreement, and for explaining the meaning and intent of this Agreement. This Committee shall stand during the life of this Agreement and the Committee representatives shall be the same as the representatives established for the Arbitration Board as covered in Article XIV of this Agreement.

Section 17.2. Where a disagreement exists between the Employer and a Local Union concerning whether or not a given provision of the local agreement should apply, or regarding the intent, meaning, application or compliance with the terms of this Agreement, the disagreement shall be submitted to the Standing Committee for resolution within (10) working days from date of occurrence or the date the International Union(s) or Association is initially apprised of the matter. There shall be no work stoppage during these procedures.

Section 17.3. All decisions of the Standing Committee, that address or clarify the meaning and intent of this Agreement, shall bear the same authoritative effect as decisions rendered by the afore-referenced Article XIV Step 3 Arbitration Board. Copies of any and all such decisions shall be immediately distributed to signatory contractors by the Association and to Local Unions by the International Unions, with an understanding that the intent of said decision(s) will be promptly implemented on each and every project. Such decisions may be appealed to Step 4 Arbitration, provided that notification for such appeal is received by either the Association or one of the International Unions within fifteen (15) calendar days from the date said decision was distributed.

Section 17.4. It is understood by the parties to this Agreement that efforts to promote work opportunities for members of the Unions and contracting opportunities for the Employers are of paramount importance. Consequently, the Standing Committee, by unanimous decision, shall have the authority to make changes to the terms and conditions of the Agreement on a project-by-project basis if deemed appropriate to meet demands of the customer or to address special competitive situations. All such changes made prior to the award of a project shall be distributed to all concerned signatory Employers by the Administrator of the Instrument Technicians Labor-Management Cooperation Fund as soon as practical by the most effective means available. All decisions of the Standing Committee are to be final and binding.

Attachment 1

An Instrument and Control Systems Technician must be a skilled craftsman and is knowledgeable of pneumatic and electronic instrumentation. He² understands process control loops and process control systems, including those which are computer-based. Typically he has received training in specialized subjects such as the theory of process control, analog and/or digital electronics, microprocessors and/or computers, and the operation, as well as maintenance, of particular lines of field instrumentation. He is acquainted with the fundamentals of both the pipefitting and electrical crafts. He may or may not be skilled with the tools of either craft, but he is familiar with their uses and applications.

An Instrument and Control Systems Technician works on both new construction and maintenance work. In construction, he is responsible for, among other things, the calibration of new instruments (such as control valves, transmitters, transducers and controllers). Calibration requires an Instrument and Control Systems Technician to test, adjust, set and/or align any and all instruments to manufacturers' specifications. For this purpose, an Instrument and Control Systems Technician must be able to use a full range of instrument test equipment. In doing so, he must follow and adhere to procedures for testing and documentation established by manufacturers, owners and/or government agencies.

On new construction, an Instrument and Control Systems Technician also is responsible for checking out newly installed control loops. This "loop check" work is done as one of the final steps in the building of a new process unit. Its purpose is to ensure that control loops function as designed under simulated operating conditions. If malfunctions are found, an Instrument and Control Systems Technician corrects them. This typically involves removing defective components for replacement or for repair and/or recalibration. The necessary reinstallation, including associated tubing and wiring work, also is an Instrument and Control Systems Technician's responsibility.

In addition, on new construction an Instrument and Control Systems Technician assists owners' operating personnel in starting up new process units. This work involves making certain that control loops and control systems function as designed under actual operating conditions as new process units are first brought on stream. To do startup work properly, an Instrument and Control Systems Technician must have at least a basic understanding of the process itself, as well as of instrumentation and process control.

In maintenance, an Instrument and Control Systems Technician has troubleshooting responsibility. He identifies, isolates and solves problems which, left unsolved, would prevent the proper functioning on an on-stream process unit of individual instruments, control loops and/or entire control systems. In problem-solving, an Instrument and Control Systems Technician must deactivate, remove, check, replace or repair and/or recalibrate, reinstall and reactivate instruments and accomplish necessary tubing and wiring work. He must do these things without in any way adversely affecting the operation of the process unit itself. As is true with startup work, process understanding, as well as process control knowledge, are required.

From time to time an Instrument and Control Systems Technician may be required to assist in the development of maintenance, documentation and other control-related procedures. He also may be expected to assist in training others in instrument work; such training is done on-the-job only with customer approval.

² Whenever any words are used in the Agreement, or Attachment, in the masculine gender, they shall be construed to include the female or neuter gender in all situations where they would so apply.

IN WITNESS WHEREOF, the Association and the Unions hereby sign this Agreement this first day of January, 2002.

Instrument Contracting and Engineering
Association, Inc.

International Brotherhood of Electrical
Workers, AFL-CIO

T. J. Reddington, President

Edwin D. Hill, International President

United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada, AFL-CIO

Martin J. Maddaloni, General President

We the undersigned Employer, and all its hereunder named subsidiaries and branches, hereby become signatory to the Joint National Industrial Agreement for Instrument and Control Systems Technicians, as of this date, and agree to take firm action to comply with the Agreement.

Signed and subscribed to this _____ day of _____, 20_____.

Name and Address of all subsidiaries or branches, which are covered by this Agreement with the parent company (if none, so state): _____

Name of Company (Please print all but signature)

By (Signature) _____

Printed Name and Title

Street Address

City and State

Zip Code

Telephone no. () _____

Fax no. () _____

United Association of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the
United States and Canada, AFL-CIO

International Brotherhood of Electrical
Workers, AFL-CIO

General President

International President

Revised January 1, 2002