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SOUTHEASTERN

Articles of Agreement

4/10
841



Between the

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

and

The Firms Listed Herein:



Effective Nov. 1, 2000 through July 31, 2003

SOUTHEASTERN STATES

Articles of Agreement

Between the

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

(Herein referred to as "Union")

and

The Signatory Contractors

(Herein referred to as "Contractor")

Agreement effective August 1, 1947; as amended Aug. 1, 1948; Dec. 1, 1949; Oct. 10, 1950; Dec. 1, 1951; Sept. 30, 1952; Nov. 30, 1953; Dec. 1, 1954; December 1, 1955; Dec. 1, 1956; Dec. 1, 1957; Dec. 1, 1958; Dec. 1, 1959; Dec. 1, 1960; Dec. 1, 1962; Nov. 1, 1963; Nov. 1, 1965; Nov. 1, 1967; Nov. 1, 1970; Jan. 6, 1972; Oct. 25, 1972; Oct. 26, 1973; Oct. 31, 1974; Oct. 31, 1976; Nov. 28, 1979; Oct. 30, 1981; Dec. 12, 1984; Nov. 8, 1989; Nov. 1, 1992; Nov. 1, 1995; Nov. 1, 1997; and Nov. 1, 2000.

SOUTHEASTERN STATES

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1 **SOUTHEASTERN STATES**

2 **Articles of Agreement**

3
4 Between the

5 **International Brotherhood of Boilermakers, Iron Ship**
6 **Builders, Blacksmiths, Forgers, and Helpers, AFL-CIO**
7 (Herein referred to as "Union")
8

9 and

10 **The Signatory Contractors**
11 (Herein referred to as "Contractor")
12

13 **PREAMBLE**

14
15
16 WHEREAS, the parties hereto have main-
17 tained a mutually satisfactory bargaining rela-
18 tionship in the work area covered by collective
19 agreements between them which have been in
20 effect over a substantial period of years; and
21

22 WHEREAS, The International Brotherhood of
23 Boilermakers, Iron Ship Builders, Blacksmiths,
24 Forgers and Helpers and/or subordinate subdivi-
25 sions thereof embrace within their member-
26 ship large numbers of qualified journeymen who
27 have constituted in the past, and continue so to
28 do, a majority of the employees employed by the
29 Contractor herein;
30

31 NOW, THEREFORE, the undersigned
32 Contractor and Union in consideration of the
33 mutual promises and covenants contained here-
34 in agree as follows:

ARTICLE 1
SCOPE AND PURPOSE OF AGREEMENT

ART. 1.1 This Agreement shall apply exclusively to field construction maintenance and repair work performed at the job site within the territory herein referred to as the Southeastern States Area, composed of the following states:

Alabama	Mississippi
Arkansas	North Carolina
Florida	South Carolina
Georgia	Tennessee
Louisiana	

ART. 1.2 The parties of this Agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interests of the industry and the public and they agree to strive to eliminate all factors which tend toward unstabilizing these conditions.

ART. 1.3 It is hereby agreed by all parties that in keeping with the intent of increasing productivity and placing both parties on a better competitive basis, the NCA-BTD Work Rules shall be incorporated by reference as an integral part of this Agreement.

ART. 1.4 It is the intent of the Contractor and the Union to enforce the following policies:

ART. 1.4.1 Each employee will be expected to do a day's work for a day's pay and take pride in his craftsmanship.

1 **ART. 1.4.2** There will be no job jumping or
2 other irresponsible practices, which disrupt the
3 Contractor's ability to perform his work.
4

5 **ART. 1.4.3** There will be no demands for over-
6 time or other similar conditions not provided for
7 in the Agreement.
8

9 **ART. 1.4.4** There will be no recognition of any
10 unauthorized or illegal picket line established by
11 any person or organization, and the
12 International and local officers of the Union will
13 immediately, upon being notified that such a sit-
14 uation exists, order all employees to cross such
15 picket lines.
16

17 **ART. 1.4.5** There will be no wildcat strikes,
18 including slowdown, withholding of work,
19 refusal to work, walk off, sit down, stand in,
20 wobble, or other similar activity calculated to
21 disrupt or interfere with the continuity of opera-
22 tions on any job covered by this Agreement.
23

24 **ART. 1.4.6** All jurisdictional disputes and job
25 grievances will be handled in strict accordance
26 with the terms of this Agreement. The
27 Contractor will handle jurisdictional disputes
28 and job grievances promptly and fairly. The
29 Contractor will use his best judgment and effort
30 in avoiding any action or decision that may tend
31 to create jurisdictional disputes or job grievances.
32

33 **ART. 1.4.7** The Local Unions and the
34 International Union agree to exert their best

1 effort to require employees they represent to
2 exercise responsibility towards the industry
3 (including the Union, the Contractors, and the
4 customers we serve) and to cooperate with the
5 Contractor in enforcing compliance by employ-
6 ees with all the terms of this Agreement.
7

8 **ART. 1.4.8** *There will be no strike or lockout*
9 *during the term of this Agreement.*
10

11 **ARTICLE 2**
12 **RECOGNITION**
13

14 **ART. 2.1** The Contractor agrees, that upon the
15 Union's presentation of appropriate evidence of
16 majority status among its employees in the bar-
17 gaining unit of the Contractor covered by this
18 Collective Bargaining Agreement, the Union shall
19 be voluntarily recognized as the exclusive collec-
20 tive bargaining agent under Section 9(a) of the
21 NLRA for all employees within the bargaining
22 unit of the Contractor on all job sites within the
23 jurisdiction of this Agreement. In the event of
24 such a showing, the Contractor expressly waives
25 any right to condition voluntary recognition on
26 the Union's certification by the NLRB following
27 an NLRB election, unless a representation peti-
28 tion has been filed by a Petitioner other than the
29 Contractor prior to the Contractor's voluntary
30 9(a) recognition. The Contractor expressly waives
31 the right to seek an NLRB election during the
32 term of this contract, or any right to abrogate or
33 repudiate this contract during its effective term.
34

1 **ART. 2.2** The Contractor agrees to deduct field
2 dues or service fees and CAF contribution from
3 the weekly paychecks of all employees, provided
4 the employee has authorized same in writing.
5 Such authorization is to be in the form agreed to
6 and attached to this Agreement as Appendix C.
7 The Contractor will send the total amount of
8 deductions to the office of the Local Union hav-
9 ing jurisdiction, each month or at the end of the
10 job, whichever is sooner. The Union hereby
11 agrees that it will indemnify and hold the
12 Contractor harmless against any and all claims,
13 demands, or other forms of liability that shall
14 arise out of, or by reason of, action by the
15 Contractor in compliance with this Article.
16

17 **ART. 2.3** Under no circumstances shall Job
18 Stewards or any employee make any arrange-
19 ments with supervisors or management that will
20 change or conflict in any way with the terms of
21 this Agreement. It is the intent of the parties that
22 the terms of this Agreement are sufficiently com-
23 plete and will not normally require any changes;
24 however, should any changes be deemed neces-
25 sary by authorized representatives of the parties
26 of this Agreement, such changes must be mutu-
27 ally agreed to, in writing only, signed and dated
28 by such authorized representatives, and shall
29 only be binding for the duration of the job and at
30 the job site for which such agreement was made.
31 No verbal agreements made by representatives
32 of either party shall be binding on the other.
33
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ARTICLE 3
TRADE JURISDICTION

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ART. 3.1 This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all Journeymen Boilermakers, Apprentices, and other applicable classifications employed in the boilermaker trade by a signatory Contractor, including, but not limited to, boiler making, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, uploading and handling of Boilermakers' material and equipment, and such other work that comes under the trade jurisdiction of the Boilermakers. All such work shall be assigned in keeping with existing trade agreements.

28
29
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34

ART. 3.2 Journeymen Boilermakers may be required to perform any work coming within the scope of this Agreement.

ART. 3.3 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE 4
JOB SITE CONTRACTING, UNION LABEL
MATERIAL & EQUIPMENT

ART. 4.1 No Contractor shall subcontract any of the field construction work described herein which is to be performed at a job site to any con-

1 tractor, subcontractor, or other person or party
2 who does not comply with all the terms dealing
3 with wages, fringes, hours, and working condi-
4 tions (including Article 3.1) of this Agreement, or
5 a Field Construction Agreement in effect in the
6 area where the work is erected, which has been
7 approved by the International Brotherhood and
8 does not stipulate in writing compliance to the
9 applicable fringe benefit funds and the Trust
10 Agreement or Agreements covering same.

11
12 **ART. 4.2** Contractors signatory to this
13 Agreement agree that whenever possible they
14 will consider utilizing material and equipment
15 bearing the Boilermakers' Union Label. Under
16 no circumstances will the Union refuse to install
17 any material and/or equipment bearing any
18 other label or no label.

19
20 **ARTICLE 5**
21 **REFERRAL OF MEN**
22

23 **ART. 5.1** All Local Lodges in the Southeastern
24 States Area shall adopt local joint referral rules
25 that comply with the National Uniform Referral
26 Standards and any revisions thereto.

27
28 **ART. 5.2** The Contractor, under the terms of
29 this Agreement, shall request the Union to fur-
30 nish all competent, safety-trained, drug-screened
31 and qualified Field Construction Boilermakers,
32 Boilermaker Apprentices, and other applicable
33 classifications. In requesting the Union to furnish
34 such applicants, the Contractor shall notify the

1 Union either in writing or by telephone, stating
2 the location, starting time, approximate duration
3 of the job, the type of work to be performed, and
4 the number of workmen required.

5
6 **ART. 5.3** In the event the Union is unable to fill
7 a requisition for applicants within forty-eight
8 (48) hours, the Contractor may employ appli-
9 cants from any other available source. On jobs
10 scheduled for seven days or less, a duration of
11 twenty-four (24) hours will apply.

12
13 **ART. 5.4 SELECTIVITY.** After the Foremen
14 and Steward have been designated, the
15 Contractor shall have the right to select seven (7)
16 journeymen from among the top 90% of current-
17 ly available applicants registered on the local
18 union's primary out-of-work list. The next five
19 (5) journeymen shall be referred from the current
20 out-of-work list in keeping with the referral
21 rules. The next two (2) journeymen may be
22 selected by the Contractor from the top 90% of
23 the primary out-of-work list with the following
24 five (5) journeymen being dispatched from the
25 current out-of-work list, and predicated upon job
26 requirements, this ratio shall be maintained
27 when hiring additional journeymen.

28
29 **ART. 5.4.1** Effective June 1, 1998, the
30 Contractor shall have the right to request that
31 registrants who have written verification of
32 MOST Drug Screening and MOST Safety
33 Training be referred before registrants who do
34 not have these qualifications.

1 **ART. 5.4.2** All requests by name, including
2 foremen, shall be in writing, via FAX, to the
3 Local Lodge having jurisdiction over the work
4 performed within forty-eight (48) hours.
5

6 **ART. 5.5 TRANSFERABILITY.** The
7 Contractor may, at his option, transfer employ-
8 ees on his payroll from one job to another job
9 within the jurisdiction of a local union, but not to
10 exceed the ratio set forth in 5.4. The Contractor
11 may utilize selectively and transferability; how-
12 ever, a combination of the two shall not exceed
13 the ratio established in 5.4.
14

15 **ART. 5.6 SERVICE FEES FOR USE OF**
16 **REFERRAL FACILITIES AND REFERRAL**
17 **SERVICES.** All referral applicants wishing to
18 utilize the local referral facilities established
19 (under the provision of the National Uniform
20 Referral Standards) by lodges signatory to the
21 Southeastern States Articles of Agreement shall
22 be required to pay a regular service fee (reference
23 Art. 2.2 of this Agreement). Such service fee shall
24 be the amount established by each local area
25 facility. Any referral applicant failing or refusing
26 to make suitable arrangements for payment of
27 required service fees shall not be registered for
28 referral, nor shall he be referred to any job. Any
29 referral applicant who is in arrears for service
30 fees under any local area referral jurisdiction
31 under the coverage of the National Uniform
32 Referral Standards shall not be registered for
33 referral and shall not be referred. The Union
34 hereby agrees that it will indemnify and hold the

1 Contractor harmless against any and all claims,
2 demands, or other forms of liability that shall
3 arise out of, or by reason of, action by the
4 Contractor in compliance with this Article.
5

6 **ART. 5.7 NON-DISCRIMINATORY REFER-**
7 **RAL.** The Union and the Contractor agree that
8 referral of all classifications of Construction
9 Boilermakers shall be on the following basis:
10

11 **ART. 5.7.1** Competent and qualified registrants
12 shall be referred from the out-of-work lists in a
13 nondiscriminatory, fair, and equitable manner.
14 This shall be done immediately and in accordance
15 with the requirements of the Contractor's job.
16

17 **ART. 5.7.2** Selection of applicants for referral
18 shall be on a nondiscriminatory basis and shall
19 not be based upon, nor in any way affected by,
20 Union membership by-laws, rules, regulations,
21 constitutional provisions, or any other aspect or
22 obligation of Union membership, policies, or
23 requirements.
24

25 **ART. 5.7.3** The Contractor retains the right to
26 reject any job applicant referred by the Union.
27 When requested in writing, the Union will be
28 advised in writing of the reason for the appli-
29 cant's rejection. In the event the Contractor does
30 reject the job applicant, his position on the out-
31 of-work list shall not be affected.
32

33 **ART. 5.7.4** The Union and the Contractor shall
34 post, in places where notices to all employees

1 and applicants for employment are customarily
2 posted, all provisions relating to the functioning
3 of these Referral Standards.
4

5 **ARTICLE 6**
6 **HOURS OF WORK**
7

8 **ART. 6.1** Eight (8) hours per day shall consti-
9 tute a day's work and forty (40) hours per week,
10 Monday to Friday, inclusive, shall constitute a
11 week's work. The regular starting time shall be
12 eight (8:00) o'clock a.m., unless changed by
13 mutual consent of the authorized representative
14 of the local lodge having jurisdiction or by the
15 International and the Job Superintendent.
16

17 **ART. 6.2** The Contractor may establish a four-
18 day, ten-hour shift, workweek, exclusive of the
19 thirty-minute, unpaid lunch period at the straight
20 time wage rate. The starting time shall be between
21 7:00 a.m. and 8:00 a.m. Forty hours per week shall
22 constitute a week's work Monday through
23 Thursday. In the event a job is down due to
24 weather conditions or other conditions beyond
25 the control of the Contractor, then Friday may, at
26 the option of the Contractor, be worked as a
27 make-up day at the straight time wage rate. If
28 Friday is scheduled as a make-up day, a mini-
29 mum of eight hours will be scheduled and
30 worked, weather permitting. Straight time is not
31 to exceed ten hours a day or forty hours per week.
32 Starting time will be established by mutual agree-
33 ment between the Contractor and the Union.
34

1 **ART. 6.2.1** The Contractor may establish two,
2 four day, ten-hour shifts at the straight time
3 wage rate Monday through Thursday. These
4 shifts are exclusive of the thirty-minute lunch
5 period. The day shift shall work four days at ten
6 hours for ten hours pay per day. The second shift
7 shall work four days at nine and one-half hours
8 for ten hours pay per day. In the event the job is
9 down due to weather conditions or other condi-
10 tions beyond the control of the Contractor, then
11 Friday may, at the option of the Contractor, be
12 worked as a make-up day at the straight time
13 wage rate. Straight time is not to exceed ten
14 hours a day or forty hours per week.

15
16 **ART. 6.2.2** Employees who inform their
17 Contractor on Thursday that they do not wish to
18 work Friday (make-up day) will not be penalized.

19
20 **ARTICLE 7**
21 **OVERTIME AND HOLIDAYS**
22

23 **ART. 7.1** Double time shall be paid for all work
24 performed on Sundays and the following holi-
25 days: New Year's Day, Decoration Day (day
26 observed by the nation, unless the Building
27 Trades Council recognizes another date), July 4th,
28 Labor Day, Thanksgiving, and Christmas, or any
29 other holidays observed by the Building Trades
30 in the area where work may be performed. When
31 a holiday falls on Sunday, the day observed by
32 the state or nation shall be observed. In no case
33 shall the overtime rate exceed double the
34 straight-time hourly rate of pay.

1 **ART. 7.2** Time and one-half (1 1/2) shall be
2 paid for all work performed before or after the
3 scheduled eight-hour (8) shifts, Monday through
4 Friday, and for all work performed on Saturday
5 in any twenty-four (24) hour period.
6

7 **ART. 7.3** Overtime is not to be demanded of
8 the Contractor by any workman covered by
9 this Agreement as a condition for employment
10 on a job.
11

12 **ART. 7.4 UNSCHEDULED OVERTIME.** Any
13 employee who is required to work more than
14 three (3) hours of unscheduled overtime shall be
15 furnished a box lunch by the Contractor and be
16 granted sufficient time to eat same with pay at
17 the applicable rate. Further, where overtime
18 work continues for four (4) hours or more
19 beyond such lunch breaks, employee shall be
20 furnished lunch and time for eating with pay at
21 four-hour (4) intervals after the end of each
22 allowable break. The cost of the lunch referred to
23 herein shall not exceed eight dollars (\$8.00).
24

25 **ART. 7.4.1** No employee shall be required to
26 work more than eight (8) hours, or ten (10)
27 hours where Art. 6.2.1 applies, in any twenty-
28 four (24) hour period for straight time.
29 Beginning of the twenty-four (24) hour period
30 for such purposes shall be the regular starting
31 time of the shift upon which the employee is
32 regularly employed.
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**ARTICLE 8
SHIFTS**

The Contractor may establish shift work on the following basis:

ART. 8.1 The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time of the second shift shall be 4:30 p.m.; and the regular starting time of the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Contractor and the authorized representative of the lodge having jurisdiction of the job, or the International.

ART. 8.2 Where two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7 1/2) hour basis; the third shift shall be established on a seven (7) hour basis. The pay for the second and/or third shift shall be equivalent to eight (8) times the employee's regular day shift hourly rate.

ART. 8.3 A 30-minute paid lunch period will be provided for employees working 12-hour shifts.

**ARTICLE 9
MINIMUM PAY AND REPORTING TIME**

ART. 9.1 Any employee starting to work or called to work after starting time, Monday through Sunday, inclusive, shall receive not less

1 than four (4) hours pay at the applicable rate, and
2 if such employee is required to continue on the
3 second period of the shift, he shall receive not less
4 than a full day's pay at the applicable rate.
5

6 **ART. 9.2** Should an employee be required by
7 the Contractor to report for work and not be
8 given work, he shall receive two (2) hours pay at
9 the applicable rate. For the purpose of fringe
10 benefit contributions, show up time will be con-
11 sidered as hours worked.
12

13 **ART. 9.3** The foregoing requirements shall not
14 be applicable where the employee is laid off by
15 reason of bad weather, breakdown of machinery,
16 or any other cause beyond the direct control of
17 the Contractor, in which event he shall be paid
18 (1) not less than two hours pay, (2) for the time
19 actually worked, or (3) the time required to
20 remain on the job, whichever is greater. Where
21 the employee quits or is laid off, payment will be
22 made for actual time worked. In order to qualify
23 for the pay provided for in this Article, the
24 employee must remain on the job, available for
25 work, during the period of time for which he
26 receives pay, unless released sooner by the
27 Contractor's principal supervisor. The
28 Contractor shall determine when weather condi-
29 tions on the job are such that the men shall or
30 shall not work. Employees not reporting for
31 work because of inclement weather will not be
32 discriminated against. The Contractor may work
33 partial crews when he thinks it necessary and
34 practical to do so.

1 **ART. 9.3.1** The exception to the above-men-
2 tioned paragraphs of this article shall be when
3 an employee has been notified the previous day
4 not to report.

5
6 **ART. 9.3.2** Any Boilermaker who is required to
7 take a welding test shall be paid for the time
8 required to take the test, including all required
9 contributions (i.e., Pension Fund, Health and
10 Welfare Fund, Annuity, Apprenticeship, MOST,
11 etc.). This applies to on-site testing only.

12
13 **ART. 9.4** If a Contractor obligates himself to
14 maintain the certification of a welder for one (1)
15 year, the Union agrees to arrange with that
16 Contractor to pre-test welders at a mutually agree-
17 able time and place. Such testing will be done with-
18 out compensation. Welders passing a certification
19 test will be compensated for actual time required to
20 take such test which shall not exceed four (4) hours
21 pay upon his first employment with that
22 Contractor provided such employee remains at
23 work on the job at least five (5) working days, or in
24 the case of jobs of less than five (5) working days,
25 for the duration thereof. In the event that a welder
26 is not employed before his certification expires, the
27 Contractor agrees to arrange a mutually agreeable
28 time to upgrade the certification of that welder.
29 Such upgrading will be without compensation.

30
31 **ART. 9.5** If a Contractor participates in the
32 National Welder Certification Program (Common
33 Arc), no compensation shall be required for
34 welders testing or upgrading under the program.

1
2 **ARTICLE 10**
3 **TRANSPORTATION EXPENSE**

4 Where a job is located outside of the 40-mile
5 zone from the City Hall in the city of the local
6 Union having jurisdiction of the job, employees
7 shall be reimbursed for transportation expenses
8 as follows:
9

10 **ART. 10.1 TRANSPORTATION.** Employees
11 shall receive transportation expense of thirty-two
12 cents (\$0.32) per mile for all Local Lodges.
13 Transportation calculations shall be measured
14 from the City Hall steps to the center of the job
15 site parking lot, over the most direct and practi-
16 cable main traveled route, plus necessary bridge
17 toll or ferry charges, to and from the job at the
18 beginning and conclusion of their employment.
19

20 **ART. 10.1.1** In order to qualify for transporta-
21 tion expenses to the job in accordance with the
22 provisions of this Agreement, it is understood
23 that the employee must remain at work on the
24 job at least twenty (20) working days or, in the
25 case of jobs of less than twenty (20) working
26 days, he must be on the job for the duration
27 thereof. Transportation expenses to the job will
28 be paid in the employee's first paycheck.
29 However, if an employee fails to comply with
30 the requirements of this section, such expenses
31 shall be deducted from his final paycheck. An
32 employee who quits the job or is discharged for
33 just and sufficient cause shall not be entitled to
34 return transportation expense from the job.

1 **ART. 10.1.2** In order to qualify for transportation expenses, as covered by this Article, welders
2 reporting to a job for the specific purpose of taking
3 a test must pass the test and accept offered
4 employment with the testing Contractor.
5

6
7 **ART. 10.2** In the event a welder is not assigned
8 to work, he will be paid transportation to the job
9 in accordance with the provisions of this article.
10

11 **ART. 10.3** It is understood that some locals
12 having large jurisdictional territories may designate
13 area subdispatching offices, in which case
14 the subdispatching office locations would be, for
15 the purpose of this article, considered headquarters
16 in computing travel expenses in that area.
17

18 **ARTICLE 11**
19 **SUBSISTENCE REIMBURSEMENT**

20
21 **ART. 11.1** Subsistence reimbursement will be
22 paid per day worked, based on distances from
23 the following designated cities:
24

25 ALABAMA

26 Mobile
27 Birmingham
28 Muscle Shoals

ARKANSAS

 Little Rock

30 FLORIDA

31 Tampa
32 Panama City
33 Jacksonville
34

GEORGIA

 Macon
 Savannah

1 LOUISIANA

2 New Orleans

3 Baton Rouge

4 Lake Charles

6 N. CAROLINA

7 Greensboro

8 Wilmington

MISSISSIPPI

 Hattiesburg

S. CAROLINA

 Charleston

 Columbia

10 TENNESSEE

11 Knoxville

12 Memphis

13 Chattanooga

15 **ART. 11.2** Any employees qualifying for show
16 up pay will also be entitled to subsistence for
17 that day.

19 **ART. 11.3** This subsistence reimbursement
20 shall be determined by the most direct traveled
21 route, as agreed by the Business Manager of the
22 Union and the Contractor's authorized represen-
23 tative, from the City Hall of the above designat-
24 ed cities, and paid at the following daily rate for
25 all Local Lodges:

27 0 - 50 miles

 FREE

28 Over 50 miles

 \$15.00 per day worked

30 **ART. 11.4** In order to qualify for subsistence
31 reimbursement in accordance with the provisions
32 of this Agreement, it is understood that the
33 employee must remain at work on the job at least
34 twenty (20) working days or, in case of jobs of

1 less than twenty (20) working days, he must be
2 on the job for the duration thereof. Subsistence
3 reimbursements will commence with the
4 employee's first paycheck. However, if an
5 employee fails to comply with the requirements
6 of this section, such subsistence reimbursement
7 will be deducted from his final paycheck. An
8 employee who quits the job or is discharged for
9 just and sufficient cause shall not be entitled for
10 subsistence reimbursement in his final paycheck.
11 When a welder is referred to the job and is
12 delayed in taking the welding test, he shall be
13 paid subsistence for the day(s) he works prior to
14 the day of the test. If he fails the test, he shall not
15 be paid subsistence during the day(s) of the test.

16
17 **ARTICLE 12**
18 **PAY DAY**
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20 **ART. 12.1** Employees shall be paid weekly on a
21 designated day and in no case shall more than
22 three (3) days be held back in any one-payroll
23 period. The foregoing may be changed when
24 mutually agreed to between the Contractor and
25 the authorized representative of the lodge having
26 jurisdiction of the job. The Contractor may pay
27 employees at any time during working hours up
28 to ten (10) minutes before quitting time or when
29 picking up brass. Upon failure of the Contractor
30 to pay wages as specified above, employees will
31 receive overtime pay for waiting up to a limit of
32 four (4) hours at the applicable rate.

1 **ART. 12.2** Employees who are laid off or dis-
2 charged from the service of the Contractor shall
3 receive their wages and personal property
4 immediately thereafter.

5
6 **ART. 12.3** An employee who voluntarily quits
7 may elect to be paid by check in the mail, or at his
8 regular pay station on the next scheduled payday.
9

10 **ARTICLE 13**
11 **UNION REPRESENTATION**
12 **AND ACCESS TO JOBS**
13

14 **ART. 13.1** Authorized representatives of the
15 Union shall have access to jobs where employees
16 covered by this Agreement are employed, pro-
17 vided they do not unnecessarily interfere with
18 the employees or cause them to neglect their
19 work, and further provided such Union repre-
20 sentatives comply with Contractor and customer
21 rules and regulations.
22

23 **ART. 13.2** A Steward shall be a working
24 Journeyman appointed by the business manager
25 or business agent of the local Union, who shall,
26 in addition to his work as a Journeyman, be per-
27 mitted to perform during working hours such of
28 his Union duties, including but not limited to
29 insuring compliance with Article 24.2 and all
30 other safety matters, as cannot be performed at
31 other times. The Union agrees that such duties
32 shall be performed as expeditiously as possible
33 and the Contractor agrees to allow the Steward a
34 reasonable amount of time for the performance

1 of such duties. Stewards shall receive the regular
2 Journeyman's rate of pay.
3

4 **ART. 13.3** The Steward's duties shall not
5 include any matters relating to referral, hiring, or
6 laying-off of employees. The Contractor recog-
7 nizes that an employee being disciplined has the
8 right to have his Job Steward present. The
9 Contractor agrees to give the Steward timely
10 notice when an employee is disciplined.
11

12 **ARTICLE 14** 13 **SUPERVISION** 14

15 **ART. 14.1** The selection and number of
16 Assistant Foremen, Foremen, and General
17 Foremen shall be entirely the responsibility of
18 the Contractor. It is understood that in the selec-
19 tion of Foremen and Assistant Foremen, the
20 Contractor will give first consideration to the
21 qualified employees available in the local area
22 without persuading any employee to leave one
23 Contractor for another. The Contractor shall
24 have the right to send General Foremen into any
25 local territory where work is being performed.
26

27 **ART. 14.2** All General Foremen, Foremen, and
28 Assistant Foremen shall be qualified
29 Construction Boilermakers.
30

31 **ART. 14.3** There shall be a Foreman on every
32 job and as many Assistant Foremen as the
33 Contractor deems necessary. Instructions to the
34 men on the job will be given only by the

1 Foremen or Assistant Foremen. Assistant
2 Foremen shall work with the tools at the discre-
3 tion of the Contractor. However, if one Assistant
4 Foreman is required to work, then all Assistant
5 Foremen employed by that Contractor on that
6 particular job site shall work. In order to
7 improve efficiency and productivity, it is agreed
8 that whenever practical, the Contractor may uti-
9 lize certified Foremen who have successfully
10 completed the Foremen training courses.

11
12 **ART. 14.4** Where eleven (11) or fewer men are
13 employed on a job, one (1) shall be a Foreman,
14 who shall work with the tools, if required by the
15 Contractor. Where twelve (12) or more men are
16 employed on a job, one (1) shall be a Foreman
17 who shall not work with the tools, but act in a
18 supervisory capacity.

19
20 **ART. 14.5** It is agreed that all classifications of
21 Foremen referred to herein shall accept instruc-
22 tions only from the Contractor's supervisors.
23 However, the supervisors shall not give direct
24 instructions to the other employees covered by
25 the terms of this Agreement.

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27 **ART. 14.6** Foremen shall not apply, in any
28 respect, any regulations, rules, by-laws, or the
29 provisions of the Union Constitution on the
30 Contractor's job site.

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ARTICLE 15
PRODUCTIVITY

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There shall be no contract, bonus, bit, or task work; nor shall there be any limit on or curtailment of production. However, this shall not preclude consideration of gain sharing when mutually agreed between the Union and the Contractor.

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ARTICLE 16
FUNCTIONS OF MANAGEMENT

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ART. 16.1 The Contractor shall have the right to determine the extent of his operations at all job sites, including but not limited to the selection of the kinds of materials, supplies, or equipment used in the prosecution of the work; the right to plan, direct, and control job site operations.

ART. 16.2 The Contractor shall have the right to determine the competency and qualifications of his employees; to hire, promote, lay off, discipline, or discharge for proper cause; to maintain efficient work standards and to introduce new, improved or different methods or facilities for any purpose including more efficient and economical operations; except as limited by the terms of this Agreement. Any dispute over the application of this section shall be subject to the Grievance and Arbitration Procedure.

ART. 16.3 Contractors must give adequate written and oral report on all terminations, stating date and reason, in accordance with the following:

1 **ART. 16.3.1** The terminated employee must be
2 given the above report in writing at the time of
3 his termination.

4
5 **ART. 16.3.2** The Job Steward shall be given the
6 above report, orally or in writing, at the time of
7 the employee's termination.

8
9 **ART. 16.3.3** Copies of the termination reports
10 on all terminated employees shall be mailed to
11 the appropriate local Union office or suboffice
12 not later than the day following such termina-
13 tions. At the start of each job, the Union shall
14 advise the Contractor's job site representative of
15 the address to which termination notices for that
16 job shall be mailed.

17
18 **ART. 16.4** On request, a certified welder will be
19 furnished an identification card indicating
20 type(s) of welding in which he is certified.

21
22 **ART. 16.5** Employees continuously employed
23 on a job for forty (40) weeks or more may request
24 time off for personal leave, without pay, which
25 may be granted or refused by the Contractor,
26 whose decision shall not be subject to arbitration.
27 The Contractor agrees that, while he has final
28 authority as to whether or not a leave is granted,
29 he will not unreasonably deny legitimate
30 requests for leave, job conditions permitting. An
31 employee who is granted such leave shall not be
32 permitted to accept employment elsewhere. An
33 employee who does accept other employment
34 during a leave shall be automatically terminated

1 from the job he was on leave from and shall be
2 subject to the appropriate referral rule penalty.
3

4 **ARTICLE 17**
5 **WAGE SCALES**
6

7 **ART. 17.1 WAGES FOR ALL LOCAL**
8 **LODGES.** Effective on or after the first full pay-
9 roll period after November 1, 2000, 2001, and
10 2002, respectively, the hourly wage rates shall be:
11

12 CLASSIFICATION	11/01/00	11/01/01
13 General Foreman	\$25.60	\$27.15
14 Foreman	\$23.60	\$25.15
15 Assistant Foreman	\$23.35	\$24.90
16 Journeyman CPW	\$22.60	\$24.15
17 Journeyman	\$21.85	\$23.40

18 CLASSIFICATION	11/01/02
19 General Foreman	\$29.05
20 Foreman	\$27.05
21 Assistant Foreman	\$26.80
22 Journeyman CPW	\$26.05
23 Journeyman	\$25.30

24 **Note:** CPW = Certified Pressure Welder
25

26 **ART. 17.1.1** It is agreed that on all work erected
27 in St. Lucie, Martin, Palm Beach, Broward, Dade,
28 and Glade Counties (to and including Key West),
29 Florida, and there only, all employees shall
30 receive one dollar (\$1.00) per hour above the
31 rates provided in Article 17.1.
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1 **ART. 17.1.2** Except in a broken workweek, at
2 the beginning or conclusion of a job, when a
3 General Foreman or Foreman works three (3) or
4 more days in any workweek, he shall receive a
5 minimum of forty (40) hours pay, provided he
6 reports to the job daily during said workweek if
7 requested to do so. The intervention of any holi-
8 day referred to in the Agreement during any
9 workweek shall not be construed as creating a
10 broken workweek. For the purpose of fringe
11 benefit contributions, hours paid under this pro-
12 vision will be considered as hours worked.
13 Overtime hours will not be used in computing
14 the forty-hour (40) guarantee.
15

16 **ART. 17.2** Throughout this Agreement, unless
17 otherwise specified, whenever the contract
18 requires the payment of wages, such payment
19 shall include fringe benefit contributions, i.e.,
20 Pension, Health and Welfare, MOST, and
21 Apprenticeship Fund contributions.
22

23 **ART. 17.3 APPRENTICESHIP WAGE RATES**

24	25	26	27
	APPRENTICE		AS A % OF
	PERIODS		JOURNEYMAN WAGE
28			(Effective 11-1-00)
29	Period 6		95%
30	Period 5		95%
31	Period 4		90%
32	Period 3		85%
33	Period 2		80%
34	Period 1		75%

1 **ART. 17.3.1** Apprentices who have certified
2 under the ASME Code welding requirements,
3 and who are assigned to production pressure
4 welding on the job, will receive the Certified
5 Pressure Welder wage differential in addition to
6 his regular wage for the full shift in which the
7 Apprentice was assigned to perform ASME
8 Code welding.

9
10 **ART. 17.4 SUBJOURNEYMEN WAGE**
11 **RATES.** The Subjourneymen rate shall be 70% of
12 the Journeymen rate.

13
14 **ARTICLE 18**
15 **GRIEVANCE AND ARBITRATION**
16 **PROCEDURE**

17
18 **ART. 18.1 GRIEVANCE DEFINITION.** A
19 grievance is defined as any complaint, dispute,
20 or difference between the Contractor and the
21 employee(s) and/or the Union (except jurisdic-
22 tional disputes, which shall be handled in accor-
23 dance with other applicable provisions of this
24 Agreement). A grievance may be initiated
25 through the filing of a claim with the Contractor
26 representative, by the Union, or by one or more
27 employees. The claim should communicate the
28 nature of the grievance and the remedy request-
29 ed. In any case (except claims involving unpaid
30 or delinquent pension, health and welfare, or
31 apprenticeship funds, check-off of dues, or credit
32 union funds, as required under this Agreement),
33 a grievance shall be considered null and void
34 and of no further force or effect:

1 (1) Unless it is submitted in Step One below
2 within five (5) working days of the time the
3 employee(s) and/or the Union becomes aware
4 of the event or events giving rise to such com-
5 plaint or grievance, or

6
7 (2) If the employee or the Union should fail to
8 process the grievance to the next step within
9 specified time limits [unless (a) time limits are
10 waived by mutual consent, or (b) the Contractor
11 fails to comply by giving timely written answers
12 to timely written grievances].

13
14 All grievances shall be handled in the follow-
15 ing manner, without permitting the grievance to
16 interfere in any way with the progress and conti-
17 nuity of the job involved.

18 19 **STEP ONE - GRIEVANCE PROCEDURE**

20
21 (1) Any grievance, as defined above, shall first
22 be handled verbally between the Contractor's
23 designated job site representative and the aggriev-
24 ed employee(s), with or without the Job Steward,
25 at the option of the employee(s). Failing settle-
26 ment within three (3) working days, the grievance
27 shall be reduced to writing by the aggrieved,
28 specifying the nature of the complaint and the
29 remedy requested. Within three (3) working days
30 following the failure of the initial settlement
31 attempt, the written grievance must be presented
32 to the Contractor's job site representative, with a
33 copy to the business manager of the Union.

1 (2) The grievance must then be thoroughly
2 investigated by the business manager or his
3 designee, and settlement discussed with the
4 Contractor's job site representative, who shall
5 within five (5) working days give a written reply.
6 Should no settlement be reached based on the
7 Contractor's reply, the grievance shall then be
8 submitted within five (5) working days to Step
9 Two below, with copies of the written grievance,
10 the reply, and the Business Manager's report on
11 the grievance to be sent to the International
12 Representative of the Construction Division and
13 to the International Vice President.

14 15 **STEP TWO - GRIEVANCE PROCEDURE**

16
17 Timely written grievances referred to this step
18 shall be considered by the designees of the
19 Contractor and the International Union. The
20 International Union may request (in writing) of
21 either the grievant, the Contractor, or the appro-
22 priate Local Union officials, such additional infor-
23 mation as may be necessary to intelligently
24 resolve the grievance. In the event written griev-
25 ances properly referred to this Step Two are not
26 satisfactorily settled within thirty (30) calendar
27 days of receipt thereof, unless time limits are
28 waived by mutual consent, the matter may be
29 referred to arbitration by either the Contractor or
30 the International Union, as set forth in 18.2 below.

31
32 Should any request for reasonable time exten-
33 sion by either the Contractor or the Union be
34 refused, the grievance shall automatically

1 progress to the next step in the grievance and
2 arbitration procedure.
3

4 **ART. 18.2 ARBITRATION PROCEDURE.** If a
5 grievance is not satisfactorily settled in the pre-
6 ceding steps of the grievance procedure, either
7 the Contractor involved or the International
8 Union may initiate the Arbitration Procedure by
9 notice in writing to the other party within ten
10 (10) calendar days after efforts in Step Two of the
11 Grievance Procedure have failed to produce sat-
12 isfactory settlement. Failure to initiate arbitration
13 within the time limits stated herein shall mean
14 acceptance of the Contractor's final answer in
15 Step Two of the Grievance Procedure, provided
16 the answer is timely and in writing to the
17 International Union as required.
18

19 In the event either party should initiate arbitra-
20 tion, the Union and the Contractor shall mutually
21 agree upon an impartial arbitrator within five (5)
22 working days of the written request for arbitra-
23 tion. Subsequently, if the Union and the
24 Contractor cannot agree on an arbitrator within
25 five (5) working days, the American Arbitration
26 Association shall be requested by either party to
27 submit a list of arbitrators from which the arbitra-
28 tor shall be selected by mutual agreement of the
29 Union and the Contractor. In the event of failure
30 to agree on such arbitrator, the Union and the
31 Contractor shall strike off the names on the list
32 that are not acceptable and shall indicate the
33 order of preference of those remaining. The
34 American Arbitration Association shall then be

1 requested to appoint an arbitrator from the
2 names remaining on the list, with due considera-
3 tion as to preference and availability.
4

5 The decision of the Arbitrator shall be final
6 and binding on the parties involved. Such deci-
7 sions shall be within the scope and terms of this
8 Agreement but shall not change such scope and
9 terms. The decision of the Arbitrator shall be ren-
10 dered within thirty (30) working days of his
11 hearing of the case, and shall specify whether or
12 not it is retroactive and the effective date thereof.
13

14 **ART. 18.3** The expenses of the Arbitrator shall
15 be borne equally by the Union and the
16 Contractor. All other expenses of the arbitration
17 will be borne by the party incurring them.
18

19 **ARTICLE 19** 20 **HEALTH AND WELFARE** 21

22 **ART. 19.1** The Contractor agrees to and shall be
23 bound by the Trust Agreement creating the
24 Boilermakers National Health and Welfare Fund
25 and all amendments now or hereafter approved
26 by the Board of Trustees. Said Agreement and
27 amendments are incorporated by reference and
28 made a part of this Agreement as if affixed hereto.
29

30 **ART. 19.2 HEALTH AND WELFARE CON-**
31 **TRIBUTIONS FOR LOCAL LODGES 26, 30,**
32 **108, 110, 112, 199, 263, 433, 453, 454, 455 AND**
33 **687.** Effective November 1, 2000, the Contractor
34 shall pay into the Boilermakers National Health

and Welfare Fund the sum of three dollars and seventy cents (\$3.70) per hour for each hour worked for the Contractor for all employees covered by the Agreement with the exception of Subjourneymen. Those contribution rates will increase each January 1st during the term of this Agreement and the Contractor shall pay those contribution rates effective as follows:

01/01/01	\$3.80
01/01/02	\$4.00
01/01/03	\$4.10

ART. 19.3 HEALTH AND WELFARE CONTRIBUTIONS FOR LOCAL LODGES 37, 69, 79 AND 582. Effective November 1, 2000, the Contractor shall pay into Boilermakers National Health and Welfare Fund the sum of three dollars and fifty cents (\$3.50) per hour for each hour worked for the Contractor for all employees covered by the Agreement with the exception of Subjourneymen. Those contribution rates will increase each January 1st during the term of this Agreement and the Contractor shall pay those contribution rates effective as follows:

01/01/01	\$3.60
01/01/02	\$3.80
01/01/03	\$3.90

ART. 19.4 HEALTH AND WELFARE CONTRIBUTIONS FOR SUBJOURNEYMEN CLASSIFICATION IN ALL LODGES. Effective November 1, 2000, the Contractor shall pay into the Boilermakers National Health and Welfare Fund the sum of three dollars (\$3.00) per hour for each hour worked for the

1 Contractor by each Subjourneyman, provided
2 the Subjourneyman has served the probationary
3 period as described in Appendix A.
4

5 **ART. 19.5 MAINTENANCE OF HEALTH &**
6 **WELFARE BENEFITS.** The Contractor shall pay
7 any unscheduled increase in the Health & Welfare
8 contribution, limited to Plans G and Z, during the
9 term of this Agreement up to a five cents (\$0.05) cap.
10

11 **ARTICLE 20**
12 **APPRENTICESHIP PROGRAM**
13

14 **ART. 20.1** The Contractor shall pay into the
15 Southeastern Apprenticeship Fund the sum of
16 twenty cents (\$0.20) per hour for each hour
17 worked for the Contractor by all employees who
18 are covered by this Agreement. The Contractor
19 agrees to and shall be bound by the Agreement
20 and Declaration of Trust establishing the
21 Boilermakers Area Apprenticeship Funds and all
22 amendments now or hereafter approved by the
23 Board of Trustees. Said Agreement and amend-
24 ments are incorporated by reference and made a
25 part of this Agreement as if affixed hereto.
26

27 **ART. 20.2** If the liquid assets of the fund fall
28 below one million and eight hundred thousand
29 dollars (\$1,800,000.00), or if any adverse condi-
30 tions are threatening the fund, the co-chairman
31 of the Southeast Area Apprenticeship Committee
32 shall call a meeting of the participating
33 Agreement chairmen to discuss appropriate
34 measures to address the problem.

1 **ART. 20.3 APPRENTICESHIP RATIO.** Unless
2 changed by the Southeastern Area Joint
3 Apprenticeship Committee, the ratio of
4 Apprentices to Journeymen on all work covered
5 by this Agreement may be utilized up to 35% of
6 the work force, if not in conflict with Appendix A,
7 but in no instance shall the ratio of Apprentices to
8 Journeymen be less than one to five.

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10 **ARTICLE 21**
11 **BOILERMAKER-BLACKSMITH**
12 **NATIONAL PENSION TRUST**
13

14 **ART. 21.1** The Contractor agrees to and shall be
15 bound by the Trust Agreement creating the
16 Boilermaker-Blacksmith National Pension Trust
17 and all amendments now or hereafter approved
18 by the Board of Trustees. Said Agreement and
19 amendments are incorporated by reference and
20 made a part of this Agreement as if affixed hereto.

21
22 **ART. 21.2 PENSION CONTRIBUTIONS**
23 **FOR JOURNEYMEN, GENERAL FOREMEN,**
24 **FOREMEN, ASSISTANT FOREMEN, AND**
25 **APPRENTICE PERIOD SIX.** Effective
26 November 1, 2000, the Contractor shall pay into
27 the Boilermaker-Blacksmith National Pension
28 Trust the following hourly contribution rates for
29 the Boilermaker Journeymen, General Foremen,
30 Foremen, Assistant Foremen, and Apprentice
31 Period Six for each effective date listed for each
32 classification previously listed and employed by
33 the Contractor. Such hourly payments will be
34 based on hours paid:

1	11/01/00	\$4.00
2	11/01/01	\$4.50
3	11/01/02	\$5.00

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ART. 21.3 PENSION CONTRIBUTIONS FOR APPRENTICE PERIODS ONE THROUGH FIVE. Effective November 1, 2000, the Contractor shall pay into the Boilermaker-Blacksmith National Pension Trust the following hourly contribution rates for the Boilermaker Apprentice Periods One through Five for each effective date listed for each Apprentice Period One through Five employed by the Contractor. Such hourly payments will be based on hours paid:

16	11/01/00	\$3.07
17	11/01/01	\$3.57
18	11/01/02	\$4.07

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ART. 21.3.1 Effective November 1, 2000, the Contractor shall pay into the Boilermaker-Blacksmith National Pension Trust the hourly contribution rate of twenty-five cents (\$0.25) for Boilermaker Period One Apprentices with less than 1,000 hours in the program employed by the Contractor. Such hourly payments will be based on hours paid.

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ART. 21.4 PENSION CONTRIBUTIONS FOR SUBJOURNEYMEN. Effective November 1, 2000, the Contractor shall pay into the Boilermaker-Blacksmith National Pension Trust the hourly contribution rate of twenty-five cents (\$0.25) for Boilermaker Subjourneymen

1 employed by the Contractor. Such hourly pay-
2 ments will be based on hours paid.
3

4 **ARTICLE 22**
5 **ANNUITY**
6

7 **ART. 22.1** The Contractor agrees to and shall
8 be bound by the Trust Agreement creating the
9 Boilermakers National Annuity Trust and all
10 amendments now or hereafter approved by the
11 Board of Trustees. Said Agreement and amend-
12 ments are incorporated by reference and made a
13 part of this Agreement as if affixed hereto.
14

15 **ART. 22.2 ANNUITY CONTRIBUTIONS**
16 **FOR LOCAL LODGES 26, 30, 108, 110, 112, 199,**
17 **263, 433, 453, 454, 455 AND 687.** Effective
18 November 1, 2000, the Contractor shall pay into
19 the Boilermakers National Annuity Trust the fol-
20 lowing hourly contribution rates for all classifi-
21 cations except Subjourneymen, beginning each
22 effective date listed. Such hourly payments will
23 be based on hours paid:
24

25	11/01/00	\$1.00
26	11/01/01	\$1.50
27	11/01/02	\$1.75

28

29 **ART. 22.3 ANNUITY CONTRIBUTIONS**
30 **FOR LOCAL LODGES 37, 69, 79 AND 582.**
31 Effective November 1, 2000, the Contractor shall
32 pay into the Boilermakers National Annuity
33 Trust the following hourly contribution rates for
34 all classifications except Subjourneymen, begin-

1 ning each effective date listed. Such hourly pay-
2 ments will be based on hours paid:
3

4	11/01/00	\$0.50
5	11/01/01	\$1.00
6	11/01/02	\$1.25

7
8 **ART. 22.4 ANNUITY CONTRIBUTIONS**
9 **FOR SUBJOURNEYMEN.** Effective November
10 1, 2000, the Contractor shall pay into the
11 Boilermakers National Annuity Trust the hourly
12 contribution rate of ten cents (\$0.10) for
13 Boilermaker Subjourneymen employed by the
14 Contractor. Such hourly payments will be based
15 on hours paid.
16

17 **ARTICLE 23**
18 **MOST**
19

20 **ART. 23.1** Effective November 1, 2000, the
21 Contractor agrees to contribute the
22 Apprenticeship contribution rate established in
23 Article 20, plus twenty-four cents (\$0.24) per
24 hour worked to the Mobilization, Optimization,
25 Stabilization, and Training (MOST) Program.
26 The Contractor agrees to and shall be bound by
27 the Trust Agreement creating the Mobilization,
28 Optimization, Stabilization, and Training
29 Program and all amendments now or hereafter
30 approved by the Board of Trustees. Said agree-
31 ment and amendments are incorporated by ref-
32 erence and made a part of this Agreement as if
33 affixed hereto.
34

1 **ART. 23.2** Any increase or decreases after
2 November 1, 2000, shall be implemented on the
3 first day of the month following notification
4 from MOST to the co-chairmen of the
5 Southeastern States Area Agreement.

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7 **ARTICLE 24**
8 **SAFETY MEASURES**

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10 **ART. 24.1** All work of the Contractor shall be
11 performed under safety conditions, which must
12 conform to state and federal regulations.

13
14 **ART. 24.2** A warm, dry place, with adequate
15 space and ventilation, shall be provided for
16 employees to change their clothes and eat lunch-
17 es. Ice water and reasonable sanitary facilities
18 will be made available. Where chemical toilets
19 are used, they must be kept clean.

20
21 **ART. 24.3** Scaffolding, staging, walks, ladders,
22 gangplanks, and other safety appliances shall be
23 provided where necessary and shall be con-
24 structed in a safe and proper manner by compe-
25 tent journeymen.

26
27 **ART. 24.4** In addition to the Contractor's being
28 required to furnish adequate safety measures
29 and equipment, it shall also be required of the
30 employees that they conform to safety regula-
31 tions and measures as provided.

32
33 **ART. 24.5** Welders will be furnished one pair of
34 suitable welding gloves while welding. A welder

1 will be furnished a suitable replacement of weld-
2 ing gloves when employed as a welder for ten
3 (10) working days. Suitable welder sleeves will
4 be made available on the job for the welder's use
5 when, at the discretion of the superintendent,
6 they are necessary for the welder's safety and
7 protection. Such sleeves shall be the property of
8 the Contractor. Such items furnished will be
9 checked in and out of Contractor's tool room in
10 the same manner as tools.

11
12 **ART. 24.6** Employees will furnish their own
13 side cutters, twelve-inch (12") adjustable wrench,
14 gloves, prescription safety glasses, and six-foot
15 (6') rule. If an employee does not provide the
16 above listed tools upon hiring, they will be pro-
17 vided by the Contractor and the actual cost will
18 be deducted from the employee's first pay check.
19 Employees will furnish their own steel-toe safety
20 shoes when required by the customer. The
21 Contractor shall provide facilities for safekeep-
22 ing of such tools and shall replace any tools
23 stolen or damaged due to fire or forcible entry.

24
25 **ARTICLE 25**
26 **MEDICAL TREATMENT AND**
27 **EXAMINATION**

28
29 **ART. 25.1 MEDICAL TREATMENT/ EXAMI-**
30 **NATION.** Employees who are actually at work
31 and are required to take time off from their
32 employment during working hours to secure ini-
33 tial treatment and up to two (2) follow-up treat-
34 ments, at the medical facility designated by the

1 Contractor, because of injuries or sickness arising
2 out of and in the course of their employment
3 shall receive pay for such time, plus necessary
4 travel expenses incurred in so doing. An
5 employee sent home by a physician following an
6 injury or because of sickness arising out of and
7 in the course of his employment shall receive
8 payment for the balance of the shift on the day of
9 the injury not to exceed eight (8) hours at the
10 applicable rate.

11
12 **ART. 25.2** A physical examination may be
13 required by a signatory Contractor for the sole
14 purpose of determining the physical condition of
15 an employee at the start of his employment, and
16 shall in no event be used as basis for disqualify-
17 ing any person from employment. Should such
18 physical examination disclose a condition so
19 serious that the safety of the employee and/or
20 other employees might be jeopardized by his
21 employment, the local Business Manager shall
22 be notified at once, and any disposition of such
23 case shall be only by mutual agreement between
24 the local Business Manager and the job supervi-
25 sor. Any employee required to take a physical
26 examination shall be paid for all time spent in
27 connection therewith, at the regular straight-time
28 hourly rate, and shall be reimbursed for all
29 expenses incurred in connection therewith.

30
31 **ART. 25.3** The Contractor has the right to imple-
32 ment a nondiscriminatory alcohol, illegal drugs,
33 and substance abuse policy, subject to the griev-
34 ance and arbitration procedures provided herein.

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ARTICLE 26
JOB NOTICE

ART. 26.1 In order to ensure the satisfactory progress of each job, the Contractor will furnish the local Business Manager, the Construction Division Representative, and International Headquarters with the following job information, as soon as possible and practical:

- (1) Location of job site
- (2) Approximate starting date and duration
- (3) Type of job
- (4) Approximate manpower requirements.

ART. 26.2 When requested in writing by the International Vice President's office or the International President's office, the Contractor shall furnish a signed letter, on Company stationery, stating whether Boilermakers were employed on the specific work involved.

ART. 26.3 Upon the request of either party, a pre-job conference may be held to discuss any possible problems that may be encountered. In the event any question in connection therewith cannot be settled, the Contractor and the Business Manager shall arrange to meet with the Vice President of the Southeastern Area to settle such questions.

ARTICLE 27
MAINTENANCE WORK

The provisions of this Agreement shall apply on all maintenance work.

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ARTICLE 28
NO STRIKE, NO LOCKOUT

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ART. 28.1 There will be no work stoppages, strikes, or lockouts on maintenance work for any reason.

ART. 28.2 In the event of a work stoppage due to a breakdown of negotiations, men will continue to work on maintenance work covered by this Agreement. The Contractor, in order that continuity of work shall be maintained, agrees to be bound by all terms of the new agreement when negotiated, including wages on a retroactive basis, to the date of the new contract.

ARTICLE 29
BOND/ESCROW REQUIREMENTS

ART. 29.1 At the discretion of the International Union, a contractor who has not regularly performed work under a Boilermaker collective bargaining agreement during the preceding year and/or is delinquent in contractually required contributions may be required to furnish or post bond to assure proper and timely payment of contributions required under this Agreement and its appendices, including prompt and proper remittance of Employee contributions, dues, etc., withheld from employee's pay. The bond shall provide for immediate payment to the appropriate Fund upon receipt of evidence of a delinquency from the Fund Office. In lieu of a payment bond, an escrow account with the same

1 payment provisions may be established at a
2 bank satisfactory to the International. The bond
3 or escrow account shall be in an amount equal to
4 125% of the estimated contributions required for
5 the job in question, but no less than five thou-
6 sand dollars (\$5,000.00), and evidence satisfacto-
7 ry to the International Union that such bond has
8 been posted or escrow account established must
9 be presented prior to the start of the job in ques-
10 tion. The bond or escrow account shall be so
11 established as to be noncancelable without the
12 approval of the International Union.

13 14 **ARTICLE 30** 15 **AGREEMENT QUALIFICATIONS**

16
17 **ART. 30.1** It is not the intent of either party
18 hereto to violate any laws or any rulings or regu-
19 lations of any Governmental authority or agency
20 having jurisdiction of the subject matter of this
21 Agreement, and the parties hereto agree that, in
22 the event any provision of this Agreement is held
23 to be unlawful or void by any tribunal having the
24 right to so hold, the remainder of the Agreement
25 shall remain in full force and effect, unless the
26 parts so found to be void are wholly inseparable
27 from the remaining portions of this Agreement.

28
29 **ART. 30.2** It is further understood that this
30 Agreement was negotiated with the Union on an
31 area-wide basis by the Contractors engaged in
32 the field construction industry in the area.
33 Should this Agreement, by notice given as herein
34 provided, be reopened for further negotiations,

1 such negotiations shall be conducted on an area-
2 wide basis by the Contractors who have execut-
3 ed this Agreement and/or Contractors signatory
4 to the National Agreement.
5

6 **ART. 30.3** By agreement between a signatory
7 Contractor and the Union, a dispute regarding
8 the application of any provisions of this
9 Agreement shall be submitted to the two
10 Chairmen for their interpretation.
11

12 **ART. 30.4** In the event State or Federal legisla-
13 tion should be passed changing Union security
14 regulations, upon proper notice by either party,
15 this Agreement may be opened for further nego-
16 tiations of Union Security provisions.
17

18 **ART. 30.5 WORKERS' COMPENSATION.**
19 The Union and the Contractors agree to reopen
20 this Agreement for the purpose of negotiating a
21 workers' compensation provision, should it
22 become permissible by law in any state covered
23 by this Agreement.
24

25 **ARTICLE 31**
26 **PROJECT AGREEMENTS**
27

28 Project Agreements negotiated by the
29 International shall supersede this Agreement to
30 the extent of any modifications or changes
31 specifically set forth therein. A copy of all project
32 agreements granted under this Agreement will
33 be sent to the Contractor Chairman.
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ARTICLE 32
DURATION OF AGREEMENT

ART. 32.1 This Agreement shall become effective November 1, 2000, and, except as otherwise provided herein, shall remain in full force and effect until July 31, 2003, and from year to year thereafter, unless either party shall, at least sixty (60) days or not more than ninety (90) days prior thereto, notify the other party in writing of a desire to modify or terminate this Agreement. In the event such notice is given, the parties, in accordance with provisions of Article 30.2, shall complete arrangements to meet not later than fifteen (15) days after receipt of such notice. Should an understanding not be reached within thirty (30) days from the date such notice was filed, the procedure outlined in Section 8 of the Labor-Management Relations Act, 1947, will be followed.

ART. 32.2 The foregoing Agreement and Appendices A, B, and C were negotiated at a general conference between the Contractors and the Union in New Orleans, Louisiana, on November 1, 2000, by the following committees:

21
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27

REPRESENTING CONTRACTORS:

28 Mike Carroll, Integrated CE Services, Inc.

29 Contractor Chairman

30 Jack Whitlow, Fisher Tank Company

31 Contractor Secretary

32 Wendell Bell, Enerfab, Inc.

33 Brad Bradford, B & W Const. Co.

34 Eric Carlson, B & W Const. Co.

- 1 Dave Crichton, Williams Power Corp.
- 2 Les Dixon, Reco Construction, Inc.
- 3 John Legge, Fisher Tank Co.
- 4 Michael McGinnis, Enerfab, Inc.
- 5 Tom Millette, Certified Employee Services, Inc.
- 6 Talmadge Moody, Boiler Tek Inc.
- 7 Randy Murphy, Chattanooga Boiler & Tank Co.
- 8 Jim Sanders, Williams Power Corp.
- 9 Ted Sharp, Integrated CE Services, Inc.
- 10 Gary Slaby, Enerfab, Inc.
- 11 Jerry Stetzler, Chattanooga Boiler & Tank Co.
- 12 Larry Toops, B & W
- 13 Ron Traxler, CBI Services
- 14 Hank Varnum, Central Maintenance Co.
- 15 David Zach, Nooter Construction

16

REPRESENTING THE UNION:

- 17 Newton B. Jones, International Vice President
- 18 Union Chairman
- 19 Sam May, District 57 DBM-ES
- 20 Union Secretary
- 21 Daniel F. Adcock, Local 454 BM-ST
- 22 Michael G. Allen, Local 263 BM-ST
- 23 William Almond, Director-NTD
- 24 Jim Bryant, Local 687 BM
- 25 Richard Chilton, Local 30 BM-ST
- 26 William Creeden, DO
- 27 Barry Edwards, IR-FBO
- 28 Bill Elrod, IR-CD
- 29 T. Warren Fairley Jr., IR
- 30 Wilber Granger, Local 79 BM-ST
- 31 Dick Hardin, IR-NTD
- 32 Vinson L. Harper, Local 453 BM-ST
- 33 David Hegeman, Local 37 BM-ST
- 34

- 1 John Helvin, Local 108 BM-ST
- 2 Charles W. Jones, Intl. Pres.
- 3 Don R. Jones, Local 69 BM-ST
- 4 Dennis King, IR-CD
- 5 Edgar Lariscy, Local 433 BM-ST
- 6 Victor Maggio, AIP
- 7 Jim McCormick, AIP
- 8 Larry McManamon, IVP-GL
- 9 Michael Murphy, IVP-NE
- 10 Michael Peterson, IR-FBO
- 11 Danny Phillips, Local 112 BM-ST
- 12 Douglas Robbins, Local 26 BM-ST
- 13 George Rogers, IVP-C
- 14 John Simoneaux, Local 582 BM-ST
- 15 Larry M. Snellgrove, Local 199 BM-ST
- 16 Steve Speed, IR-CD
- 17 Edwin G. Vance, Local 455 BM-ST
- 18 Alvah Watts, IR-NTD

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ALSO ATTENDING:

- Dan Everett, BNAP Coord.
- Glenn Fagen, SAJAC Director
- William Palmisano, MOST Admin.

1 **Southeastern States**
2 **Articles of Agreement**
3 **November 1, 2000 through July 31, 2003**
4

5 The Agreement, as negotiated by the fore-
6 going committees in New Orleans, Louisiana,
7 is hereby accepted by the parties signatory
8 hereto this 1st day of November 2000, with
9 the full understanding that this Agreement is
10 between the Union and the individual signa-
11 tory Contractor.
12

13 **FOR THE CONTRACTORS:**
14

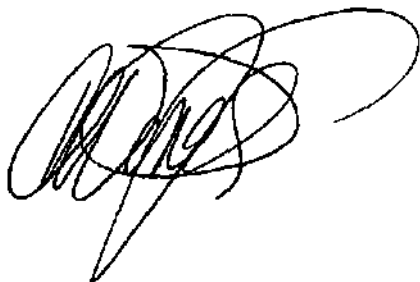
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22 J. M. "Mike" Carroll, Contractor Chairman
23 Integrated CE Services, Inc.
24

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33 Jack Whitlow, Contractor Secretary
34 Fisher Tank Company

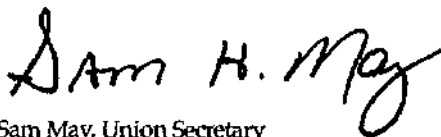
1 **FOR THE UNION:**
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13 Charles W. Jones
14 International President

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23 Newton B. Jones, Union Chairman
24 International Vice President

25
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33 Sam May, Union Secretary
34 District No. 57 DBM-ES

1 **APPENDIX A**
2 **CONSTRUCTION BOILERMAKER**
3 **SUBJOURNEYMEN**

4
5 **APP. A.1** Employees who are not fully quali-
6 fied as field construction Boilermaker
7 Journeymen, or who have not been indentured
8 as a Boilermaker Apprentice under the
9 Southeastern Area Joint Apprenticeship
10 Program, or other Boilermaker Area or Local
11 Apprenticeship Program, shall be hired under
12 the Subjourneymen classification.

13
14 **APP. A.2** The Contractor may employ one (1)
15 Subjourneyman to every two (2) Boilermaker
16 Apprentices, unless a greater ratio is authorized
17 by the local lodge Business Manager. For safety
18 reasons, Subjourneymen will be issued a color
19 sticker to be placed on the individual's hard hat
20 to designate the Subjourneymen classification,
21 provided the client does not object.

22
23 **APP. A.2.1** If Boilermaker Apprentices are not
24 available for referral, the Contractor may request a
25 mix of Boilermaker Journeymen and
26 Subjourneymen such that the composite hourly
27 rate of the Boilermaker Journeymen and
28 Subjourneymen replacing the unavailable
29 Boilermaker Apprentices does not exceed the aver-
30 age hourly Boilermaker Apprentice package rate.

31
32 **APP. A.2.2** The ratios referenced above, or the
33 ratio agreed to by the Contractor and Business
34 Manager, may be maintained throughout the

1 hiring, operational, and layoff periods of the pro-
2 ject. At no time may the ratios be exceeded.
3

4 **APP. A.2.3** Any Contractor who fails or refuses
5 to hire field construction Boilermaker Apprentices
6 when available shall not be allowed to employ
7 Subjourneymen on the project in question.
8

9 **APP. A.3** On work requiring the principal
10 skills and experience of a Boilermaker
11 Journeyman, one (1) Subjourneyman may be
12 assigned to assist one (1) or more Boilermaker
13 Journeymen only if a Boilermaker Apprentice is
14 not available for the assignment.
15

16 **APP. A.3.1** Subjourneymen who have certified
17 under the ASME Code welding requirements,
18 and who are assigned to production pressure
19 welding on the job, will receive the Certified
20 Pressure Welder wage differential in addition to
21 his regular wage for the full shift in which the
22 Subjourneyman was assigned to perform ASME
23 Code welding.
24

25 **APP. A.4** On work requiring the secondary
26 skills and experience of a Boilermaker
27 Journeyman, though not necessarily requiring
28 more than one (1) Boilermaker Journeyman to
29 effectively perform the work, Subjourneymen
30 may be assigned to assist a Boilermaker
31 Journeyman on a maximum four (4)
32 Subjourneymen to one (1) Boilermaker
33 Journeyman ratio.
34

1 **APP. A.5** The Wage and Fringe benefits con-
2 tained in this Agreement for the Subjourneymen
3 Classification apply only to Subjourneymen
4 recruited after November 1, 2000.
5

6 **APP. A.6** It is understood that Boilermaker
7 Helper-Trainees who are presently in the con-
8 struction Boilermaker Trainee Program shall
9 maintain their wage and benefit advancement
10 schedule as defined by the previous Southeastern
11 States Area Agreement. They will, however, be
12 referred as Boilermaker Subjourneymen and will
13 be governed by all other language contained in
14 this Appendix and this Agreement.
15

16 **APP. A.7** Subjourneymen shall serve a proba-
17 tionary period of 1,000 hours upon entering the
18 classification, regardless of the period entered,
19 during which they shall not have, nor shall they
20 acquire, any rights or status under this
21 Agreement, nor under the National Uniform
22 Referral Standards and any revisions thereto, nor
23 under any local joint referral rules and standards.
24

25 **APP. A.7.1** The Contractor will not be required
26 to make contributions to the Health & Welfare
27 fund on behalf of a probationary
28 Subjourneyman until the Subjourneyman has
29 successfully completed the probationary period,
30 regardless of the period in which the
31 Subjourneyman has entered the program.
32

33 **APP. A.7.2** Subjourneymen shall be subject to
34 being dropped from the industry in the area cov-

1 ered by this Agreement, for good and sufficient
2 reason, at any time during the 1,000-hour proba-
3 tionary period. Subjourneymen dropped from
4 the industry shall be given written notice to that
5 effect with copies to dispatchers at all
6 Southeastern States referral facilities.

7
8 **APP. A.8** Subjourneymen will receive the same
9 credit hours as Boilermaker Apprentices for
10 obtaining welding certifications, successfully
11 completing rigging evaluation, and related
12 skills/experience testing. Subjourneymen who
13 have completed 6,000 hours as a Subjourneyman
14 shall advance to field construction Boilermaker
15 Journeymen status only after complying with
16 the following requirements:

17
18 **APP. A.8.1** Comply with all the requirements
19 of the Southeastern States Area Subjourneymen
20 Training Program.

21
22 **APP. A.8.2** Attend the National Training
23 Center for three (3) weeks, 144 hours of skills
24 training, evaluation, and testing.

25
26 **APP. A.8.3** Subjourneymen shall be subject to
27 all other terms and conditions of the
28 Southeastern States Area Agreement.

29
30 **APP. A.9** Both parties agree to cooperate in
31 making and keeping reasonable records on the
32 progress of all Subjourneymen. Records shall be
33 in the form of Monthly Job Reports, recording
34 hours worked in each of the work processes. The

1 records shall be maintained by the Southeastern
2 States Area Apprenticeship office.
3 Subjourneymen will be issued an Annual ID
4 Card showing his/her status. All
5 Subjourneymen referrals will clearly designate
6 the Subjourneymen classification status and the
7 applicable rate of pay due.
8

9 **APP. A.10** It is recognized that, due to a
10 skilled-manpower shortage in the area covered
11 by the Southeastern States Articles of
12 Agreement, it may be necessary to modify this
13 Appendix to correct unforeseen problems. Such
14 modification may be accomplished through a
15 letter of understanding between the negotiating
16 committees or designated sub-committees, or on
17 a temporary project-by-project basis through an
18 Article 31 rider issued by the International Vice-
19 President of the Southeastern States Section.
20

21 **APP. A.10.1** Any disputes arising regarding
22 interpretation of the Subjourneymen section will
23 be referred to the labor and contractor chairman
24 for their joint interpretation.
25

26 **APPENDIX B**
27 **LOCAL OR DISTRICT LODGE CREDIT**
28 **UNION CHECK-OFF AND CAMPAIGN**
29 **ASSISTANCE FUND CONTRIBUTIONS**
30

31 **APP. B.1 CREDIT UNION CHECK-OFF.** The
32 Contractor agrees to check-off credit union
33 deposits for employees covered by the
34 Agreement, under the following conditions:

1 **APP. B.1.1** Only Federally-chartered credit
2 union implemented by any local/district union
3 will be recognized under this Appendix.

4
5 **APP. B.1.2** Separate authorization for credit
6 union check-off shall be signed and shall be
7 irrevocable for the duration of the job.

8
9 **APP. B.1.3** The standard amount of the deduc-
10 tion shall be one dollar (\$1.00) per hour worked.

11
12 **APP. B.1.4** A local union member working out-
13 side his local/district union jurisdiction shall not
14 be eligible for credit union check-off.

15
16 **APP. B.1.5** Deductions shall be made from the
17 first payroll following receipt of authorization on
18 all new construction jobs and on repair and
19 maintenance jobs that are scheduled or anticipat-
20 ed to run in excess of thirty (30) calendar days.

21
22 **APP. B.1.6** Remittance of deductions by the
23 Contractor to the credit union shall be on a
24 monthly basis, by separate check, fifteen (15)
25 days after the end of the month.

26
27 **APP. B.1.7** The Union hereby agrees that it will
28 indemnify and hold the Contractor harmless
29 against any and all claims, demands, or other
30 forms of liability that shall arise out of or by rea-
31 son or action by the Contractor in compliance
32 with this Appendix.

33
34

1 **APP. B.2 CAMPAIGN ASSISTANCE FUND**
2 **VOLUNTARY CONTRIBUTION.** Upon presen-
3 tation of a signed authorization the Contractor shall
4 withhold five cents (\$0.05) per hour paid for the
5 Boilermakers Campaign Assistance Fund (CAF).
6 The Contractor shall submit the collected CAF to
7 the International Secretary-Treasurer's office no
8 later than thirty (30) days after the end of the month
9 in which the deduction accrued. Obtaining the
10 signed authorizations shall be the responsibility of
11 the Union. The Union shall hold the Contractor
12 harmless and agrees to defend the Contractor fully
13 in any litigation resulting from this action that is
14 deemed to be a service to the Union by the
15 Contractor. The signed authorization shall remain
16 in force until canceled in writing by the employee.

17
18 **APPENDIX C**
19 **FIELD DUES/SERVICE FEES CHECK-OFF**
20 **AUTHORIZATION FORM**

21
22 **APP. C.1 SOUTHEASTERN STATES FIELD**
23 **DUES CHECK-OFF AUTHORIZATION**

24
25 I hereby authorize my Contractor, _____, to
26 deduct from any wages earned or to be earned
27 by me, as your Employee, and assign to Lodge
28 No. ___ of the International Brotherhood of
29 Boilermakers, Iron Ship Builders, Blacksmiths,
30 Forgers, and Helpers, the sum of _____ in pay-
31 ment of my Field Dues, or such amount as may
32 hereafter be established by the Union, in accor-
33 dance with its Constitution and By-Laws, and
34 become due to it as my Field Dues in said Union.

1 This assignment, authorization, and direction
2 shall be irrevocable for the period of one (1) year,
3 or until the termination of the current agreement
4 between the Contractor and the Union, whichever
5 occurs sooner; and I agree and direct that this
6 assignment, authorization, and direction shall be
7 automatically renewed and shall be irrevocable
8 for successive periods of one (1) year each, or for
9 the period of such succeeding applicable agree-
10 ment between the Contractor and the Union,
11 whichever shall be shorter, unless written notice
12 is given by me to the Contractor and the Union
13 not more than twenty (20) days and not less than
14 ten (10) days prior to the expiration of each peri-
15 od of one (1) year, or of each applicable collective
16 agreement between the Contractor and the
17 Union, whichever occurs sooner.

18
19 Executed at _____ this _____ day
20 of _____, 20____.

21
22
23 _____
24 Employee's Signature

25
26 _____
27 Employee's Clock Number

28
29 **APP. C.2 NON-MEMBER SERVICE FEE**
30 **CHECK-OFF AUTHORIZATION**

31
32 I hereby authorize my Contractor, _____,
33 to deduct from any wages earned or to be earned
34 by me, as your Employee, upon referral from

1 Local Lodge _____, and assign to Local
2 Lodge _____ of the International
3 Brotherhood of Boilermakers, Iron Ship Builders,
4 Blacksmiths, Forgers, and Helpers an amount
5 equivalent to _____% of gross income as a ser-
6 vice fee. This assignment, authorization, and
7 direction shall be irrevocable for the period of
8 one (1) year or until the termination of the cur-
9 rent agreement between the Contractor and the
10 Union, whichever occurs sooner; and I agree and
11 direct that this assignment, authorization, and
12 direction shall be automatically renewed and
13 shall be irrevocable for successive periods of one
14 (1) year each or for the period of each succeeding
15 applicable agreement between the Contractor
16 and the Union, whichever shall be shorter,
17 unless written notice is given by me to the
18 Contractor and the Union not more than twenty
19 (20) days and not less than ten (10) days prior to
20 the expiration of each period of one (1) year or of
21 each applicable collective bargaining agreement
22 between the Contractor and the Union, whichev-
23 er occurs sooner.

24
25 Executed at _____ this _____ day
26 of _____, 20____.

27
28
29
30 _____
31 Employee's Signature

32
33 _____
34 Employee's Clock Number

1 LOCAL 30 – Richard H. Chilton, BM-ST
2 325 J & J Drive, Suite 102
3 Greensboro, NC 27406
4 (336) 373-0471
5

6 Jurisdiction: All counties in the State of North
7 Carolina except Cherokee, Clay, Graham,
8 Jackson, Macon, and Swain.
9

10 LOCAL 37 – David L. Hegeman, BM-ST
11 2120 St. Ferdinand Street
12 New Orleans, LA 70117
13 (504) 944-5536
14

15 Jurisdiction: Parishes of Assumption, Jefferson,
16 Lafourche, Orleans, Plaquemines, St. Bernard, St.
17 Charles, St. James, St. John the Baptist, St.
18 Tammany, Tangipahoa, Terrebonne, Washington
19 and St. Martin*

20
21 *South of the Iberia Parish border only
22

23 LOCAL 69 – Don R. Jones, BM-ST
24 4515 W. 61st Street
25 Little Rock, AR 72209
26 (501) 565-0059
27

28 Jurisdiction: All counties in the State of Arkansas
29

30 LOCAL 79 – Wilber D. Granger, BM-ST
31 135 W. 18th Street
32 Lake Charles, LA 70601
33 (337) 436-9488
34

1 Jurisdiction: Parishes of Acadia, Allen,
2 Beauregard, Bienville, Bossier, Caddo, Calcasieu,
3 Cameron, Claiborne, DeSoto, Evangeline, Grant,
4 Iberia, Jackson, Jefferson Davis, Lafayette,
5 Lincoln, Natchitoches, Rapides, Red River,
6 Sabine, St. Landry, St. Martin*, St. Mary, Union,
7 Vermillion, Vernon, Webster and Winn

8

9 *North of the Iberia Parish border only

10

11 LOCAL 108 – John L. Helvin, BM-ST

12 721 Gadsden Highway

13 Birmingham, AL 35235

14 (205) 836-4277

15

16 Jurisdiction: Alabama counties of Autauga, Bibb,
17 Blount, Bullock, Calhoun, Chambers, Chilton,
18 Clay, Cleburne, Coosa, Cullman, Dallas, Elmore,
19 Etowah, Fayette, Greene, Hale, Jefferson, Lamar,
20 Lee, Lowndes, Macon, Marion, Montgomery,
21 Perry, Pickens, Randolph, St. Clair, Sheby,
22 Talladega, Tallapoosa, Tuscaloosa, Walker, and
23 Winston.

24

25 LOCAL 110 – Ralph D. Havard, BM-ST

26 5405 U.S. Hwy. 49

27 Hattiesburg, MS 39401

28 (601) 544-3700

29

30 Jurisdiction: Mississippi counties of Adams, Amite,
31 Claiborne, Clarke, Copiah, Covington, Forrest,
32 Franklin, George, Greene, Hancock, Harrison,
33 Hinds, Issaquena, Jackson, Jasper, Jefferson,
34 Jefferson Davis, Jones, Kemper, Lamar, Lauderdale,

1 Lawrence, Leake, Lincoln, Madison, Marion,
2 Neshoba, Newton, Pearl River, Perry, Pike, Rankin,
3 Scott, Sharkey, Simpson, Smith, Stone, Walthall,
4 Warren, Wayne, Wilkinson, and Yazoo.

5
6 **LOCAL 112 – Danny G. Phillips, BM-ST**
7 1610 Government Street
8 Mobile, AL 36604
9 (334) 476-2385

10
11 **Jurisdiction:** Florida counties of Escambia and
12 Santa Rosa; Alabama counties of Baldwin, Butler,
13 Choctaw, Clarke, Conecuh, Escambia, Marengo,
14 Mobile, Monroe, Sumter, Washington, and Wilcox.

15
16 **LOCAL 199 – Larry M. Snellgrove, BM-ST**
17 8374 Devoe St.
18 Jacksonville, FL 32220
19 (904) 378-3030

20
21 **Local 199 Sub-Office:**
22 2439 East 17th Street
23 Panama City, FL 32405
24 (850) 763-6523

25
26 **Jurisdiction:** Alabama counties of Barbour,
27 Coffee, Covington, Crenshaw, Dale, Geneva,
28 Henry, Houston, Pike, and Russell; Florida coun-
29 ties of Alachua, Baker, Bay, Bradford, Calhoun,
30 Clay, Columbia, Dixie, Duval, Flagler, Franklin,
31 Gadsden, Gilchrist, Gulf, Hamilton, Holmes,
32 Jackson, Jefferson, LaFayette, Leon, Levy, Liberty,
33 Madison, Marion, Nassau, Okaloosa, Putnam,
34 St. Johns, Seminole, Suwannee, Taylor, Union,

1 Volusia, Wakulla, Walton, and Washington;
2 Georgia counties of Atkinson, Baker, Berrien,
3 Brantley, Brooks, Camden, Charlton, Clinch,
4 Colquitt, Cook, Decatur, Early, Echols, Grady,
5 Lanier, Lowndes, Miller, Mitchell, Peirce,
6 Seminole, Thomas, and Ware.

7

8 **LOCAL 263 - Michael G. Allen, BM-ST**

9 P O Box 18496

10 Memphis, TN 38181

11 (901) 360-0604

12

13 **Jurisdiction: Tennessee counties of Benton,**
14 **Carroll, Chester, Crockett, Decatur, Dyer, Fayette,**
15 **Gibson, Hardeman, Hardin, Haywood,**
16 **Henderson, Henry, Lake, Lauderdale, McNairy,**
17 **Madison, Obion, Shelby, Tipton, and Weakley;**
18 **Mississippi counties of Alcorn, Attala, Benton,**
19 **Bolivar, Calhoun, Carroll, Checkasaw, Choctaw,**
20 **Clay, Coahoma, DeSoto, Grenada, Holmes,**
21 **Humphreys, Itawamba, Lafayette, Lee, Leflore,**
22 **Lowndes, Marshall, Monroe, Montgomery,**
23 **Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss,**
24 **Quitman, Sunflower, Tallahatchie, Tate, Tippah,**
25 **Tishomingo, Tunica, Union, Washington,**
26 **Webster, Winston, and Yalobusha.**

27

28 **LOCAL 433 - Edgar E. Lariscy, BM-ST**

29 9725 E. Hillsborough Avenue

30 Tampa, FL 33610

31 (813) 626-4105

32

33 **Jurisdiction: Florida counties of Brevard,**
34 **Broward, Charlotte, Citrus, Collier, Dade,**

1 DeSoto, Glades, Hardee, Hendry, Hernando,
2 Highlands, Hillsborough, Indian River, Lake,
3 Lee, Manatee, Martin, Monroe, Okeechobee,
4 Orange, Osceola, Palm Beach, Pasco, Pinellas,
5 Polk, Sarasota, St. Lucie, and Sumter.

6
7 **LOCAL 453** – Vinson L. Harper, BM-ST

8 3020 O'Neal Street

9 Knoxville, TN 37921

10 (423) 637-7866

11
12 **Jurisdiction:** Tennessee counties of Anderson,
13 Blount, Campbell, Carter, Claiborne, Clay,
14 Cocke, Cumberland, Fentress, Grainger, Greene,
15 Hamblen, Hancock, Hawkins, Jackson, Jefferson,
16 Johnson, Knox, Loudon, Monroe, Morgan,
17 Overton, Pickett, Putnam, Roane, Scott, Sevier,
18 Sullivan, Unicoi, Union, Washington, and White;
19 North Carolina counties of Cherokee, Clay,
20 Graham, Jackson, Macon, and Swain.

21
22 **LOCAL 454** – Daniel F. Adcock, BM-ST

23 301 Frazier Ave.

24 Chattanooga, TN 37405

25 (423) 267-1415

26
27 **Jurisdiction:** Georgia counties of Bartow, Carroll,
28 Catoosa, Chattooga, Cherokee, Cobb, Dade,
29 Dawson, Douglas, Fannin, Floyd, Forsyth,
30 Gilmer, Gordon, Habersham, Hall, Haralson,
31 Lumpkin, Murray, Paulding, Pickens, Polk,
32 Rabun, Towns, Union, Walker, White, and
33 Whitfield; Alabama counties of Cherokee,
34 DeKalb, and Jackson; Tennessee counties of

1 Bledsoe, Bradley, Coffee, Franklin, Grundy,
2 Hamilton, McMinn, Marion, Meigs, Moore, Polk,
3 Rhea, Sequatchie, Van Buren, and Warren.

4

5 **LOCAL 455** – Edwin G. Vance, BM-ST

6 P.O. Box 2368

7 Muscle Shoals, AL 35662

8 (256) 381-7415

9

10 *Jurisdiction: Tennessee counties of Bedford,*
11 *Cannon, Cheatham, Davidson, DeKalb, Dickson,*
12 *Giles, Hickman, Houston, Humphreys,*
13 *Lawrence, Lewis, Lincoln, Macon, Marshall,*
14 *Maury, Montgomery, Perry, Robertson,*
15 *Rutherford, Smith, Stewart, Sumner, Trousdale,*
16 *Wayne, Williamson, and Wilson; Alabama coun-*
17 *ties of Colbert, Franklin, Lauderdale, Lawrence,*
18 *Limestone, Madison, Marshall, and Morgan.*

19

20 **LOCAL 582** – John M. Simoneaux, BM-ST

21 1948 Beaumont Drive

22 Baton Rouge, Louisiana 70806

23 (225) 927-3710

24

25 *Jurisdiction: Parishes of Acension, Avoyelles,*
26 *Caldwell, Catahoula, Concordia, E. Baton Rouge,*
27 *E. Carroll, E. Feliciana, Franklin, Iberville, LaSalle,*
28 *Livingston, Madison, Morehouse, Quachita,*
29 *Pointe Coupee, Richland, St. Helena, Tensas, W.*
30 *Baton Rouge, W. Carroll and W. Feliciana. Also*
31 *have jurisdiction in the following plants only:*
32 *Gaylord Container Corp. in Washington Parish,*
33 *Stone Container Corp. in Jackson Parish and*
34 *Willmett Industries in Natchitoches Parish.*

1 LOCAL 687 - Jim S. Bryant, BM
2 2572 Oscar Johnson Drive
3 Charleston Heights, SC 29405
4 (843) 744-3852
5

6 Jurisdiction: All of South Carolina.
7

8 DISTRICT No. 57 (Lodges 263, 453, 454, 455, 687)
9 Sam May, DBM-ES
10 206 Delmont Street
11 Chattanooga, TN 37405
12 (423) 756-6000
13

14 CONSTRUCTION DIVISION INTL. REPS.

15
16 Barry Edwards, IR-FBO
17 3476 Old US 421 North
18 Siler City, NC 27344
19 (919) 663-3015
20

21 William R. Elrod, IR-CD
22 7773 Charleston Drive
23 Southhaven, MS 38671
24 (662) 393-9505
25

26 T. Warren Fairley, IR
27 5127 River Road
28 Lucedale, MS 39452
29 (601) 947-2416
30

31 Dennis H. King, IR-CD
32 4066 Kingston Court
33 Saraland, AL 36571
34 (334) 675-9133

1 James B. McCormick, AIP
2 P O Box 146
3 Scott Depot, WV 25560
4 (304) 757-0206

5
6 Stephen Speed, IR-CD
7 155 Raccoon Branch Road
8 Jasper, AL 35504
9 (205) 387-7051

10
11 NATIONAL TRANSIENT DIVISION
12 INTERNATIONAL REPRESENTATIVES

13
14 William J. Almond, Director
15 5280 Old Springville Road, Suite F
16 Pinson, AL 35126
17 (205) 856-9080

18
19 Dick Hardin, IR-NTD
20 18096 Kings Row, Suite B
21 Houston TX 77058
22 (281) 333-2375

23
24 Alvah R. Watts, IR-NTD
25 2401 Shaw Avenue
26 Garden City, GA 31408
27 (912) 964-0985

28
29
30
31
32
33
34

1 **SOUTHEASTERN STATES (SES)**
2 **VICE-PRESIDENTIAL HEADQUARTERS**

3
4 Newton B. Jones, IVP
5 930 Airport Road, Suite 304
6 Chapel Hill, NC 27514
7 (919) 967-3652
8

9 **INTERNATIONAL HEADQUARTERS**

10
11 Charles W. Jones, Intl. President
12 753 State Ave., Ste. 570
13 Kansas City, KS 66101
14 (913) 371-2640
15

16 Jerry Z. Willburn, Intl. Sec.-Treas.
17 753 State Ave., Ste. 565
18 Kansas City, KS 66101
19 (913) 371-2640
20

21 **CONSTRUCTION DIVISION (CD):**

22
23 J. C. Meredith, Director-CD
24 Dale Branscum, Asst. to the CD Dir.
25 753 State Ave., Ste. 570
26 Kansas City, KS 66101
27 (913) 371-2640
28

29 **Construction Division Sub-Office:**

30 Mike DiCicco, Asst. to the CD Dir.
31 8000 Corporate Drive, Suite 160
32 Landover, MD 20785
33 (301) 577-4822
34

1 **SES APPRENTICESHIP PROGRAM**

2

3 Glenn Fagen, Director
4 6544 U.S. Hwy. 41 North, Suite 128-B
5 Apollo Beach, FL 33572
6 (813) 641-3700

7

8 **NATIONAL APPRENTICESHIP PROGRAM**

9 Daniel F. Everett, National Administrator
10 2440 McKendree Church Road
11 Kevil, KY 42053
12 (270) 488-3155

13

14 **BOILERMAKERS PENSION,**

15 **HEALTH & WELFARE FUNDS**

16 Keith Reed, Jr., Administrator
17 754 Minnesota Ave., Ste. 522
18 Kansas City, KS 66101
19 (913) 342-6555

20

21

22

23

24

25

26

27

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30

31

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33

34

**CONTRACTOR DIRECTORY
SOUTHEASTERN STATES AREA AGREEMENT**

EMPLOYER CHAIRMAN, NEGOTIATING COMMITTEE:

J. M. "Mike" Carroll, (770) 495-3085
Integrated CE Services, Inc.
1105 Satellite Blvd., Ste. 106
Suwanee GA 30024

Action Insulation Co., Inc.
PO Box 4073
Port Wentworth, GA 31407

Anco Insulations, Inc.
PO Box 83730
Baton Rouge, LA 70884

Airco Industrial Contractors, Inc.
PO Box 1865
Savannah, GA 31402

Apollo Const. & Engr. Serv.
PO Box 5848
Sun City Cntr, FL 33571

Allen & Graham, Inc.
106 Allen-Graham Blvd.
Brunswick, GA 31521

Arc - Rite
PO Box 1676
Brunswick, GA 31521

Alloy Industrial Contractors
PO Box 15058
Savannah, GA 31416

Arco Fabricating, Inc.
7143 N. Market St.
St. Louis, MO 63133

Alpine Associates Indus. Serv.
14461 Plant Rd.
Alpine, AL 35014

Atlanta Steel Erectors, Inc.
PO Box 2435
Smyrna, GA 30081

American Boiler
Construction, Inc.
PO Box 649
Oakboro, NC 28129

Atlantic Plant Maintenance
3225 Pasadena Blvd.
Pasadena, TX 77503

AVC Specialists, Inc.
5143 Commerce Ave., Ste. G
Moorpark, CA 93021

AWS Inc.
PO Box 596
Fultondale, AL 35068

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

Banks Boiler Service, Inc.
2265 Toledo Dr.
Albany, GA 31705

Barnett Industrial Contractors
PO Box 237
Brewton, AL 36427

Barnhart Crane & Rigging
2530 Channel Ave.
Memphis TN 38113

Bay Welding and Ironworks
3612 Maricopa Ct.
Sun City Center, FL 33573

Besco, Inc.
6555 Trade Center Dr.
Jacksonville, FL 32254

Birmingham Industrial
Services Co. (BISCO)
198 Commerce Dr.
Pelham, AL 35124

Boiler - Tek, Inc.
PO Box 938
Saraland, AL 36571

Boiler Works, Inc.
PO Box 1520-28124
Mt. Pleasant, NC 28124

Brock & Blevins - Williams
Power
2076 W. Park Pl.
Stone Mountain, GA 30087

C&S Maint. & Const.
1345 Industrial Park Rd.
Mulberry, FL 33860

CBI Services
1503 N. Division St.
Plainfield, IL 60544

Central Maintenance & Welding
2620 E. Keysville Road
Lithia, FL 33547

Certified Employee Services
4619 Main St., Suite A
Moss Point, MS 39563

Certified Professional Maint.
10945 Highway 43 North
Axis, AL 36505

Chattanooga Boiler & Tank Co.
1011 E. Main St.
Chattanooga, TN 37408

Cleveland Consolidated, Inc.
1281 Fulton Industrial
Blvd.NW
Atlanta, GA 30336

Construction & Preventative
Maintenance
PO Box 827
Oakboro, NC 28129

Construction & Turnaround
Services, Inc.
P O Box 690327
Tulsa OK 74169

Costello Dismantling
2 Rocky Gutter St.
Middleboro, MA 02346

Crawford Boiler & Engin.
P O Box 7311
Savannah, GA 31408

CTS Power Services, Inc.
4522 Morgan Pl.
Liverpool, NY 13090

De Jean Construction Co., Inc.
3002 East X St.
Dear Park, TX 77536

Delta Resources, Inc.
PO Box 206
Boligee, AL 35443

Dynex, Inc.
101 Expansion Joint Way
Savannah, GA 31405

Electrical Contracting Services
265 W. Railroad Ave.
Waverly TN 37185

Electrical Technology, Inc.
PO Box 219
Arlington, TN 38002

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

F & H Electrical Contractors
3368 N. Citrus Ave., Box F
Crystal River, FL 34428

Florida Lining and Welding
PO Box 1061
Mulberry, FL 33860

Florida Maint. & Fabrication
3210 Sydney Rd.
Plant City, FL 33567

FX Construction Co.
5925 Imperial Parkway #226
Mulberry, FL 33860

G & V Industrial Contractors
PO Box 648
Theodore, AL 36590

W. W. Gay Mechanical Cont.
524 Stockton St.
Jacksonville, FL 32204

General Contracting Services
519 Maple Springs Rd.
Rosie, AR 72571

Gibson Contracting Co.
417 G. Skyview Dr.
Birmingham, AL 35209

Glad Industries, Inc.
PO Box 737
Crossett, AR 71635

Global Power Co.
PO Box 80389
Canton, OH 44708

Graham & Rushing Plant Maint.
PO Box 100939
Birmingham, AL 35210

Gulf Allied Industries
301 West Nine Mile Rd.
Pensacola, FL 32534

Gulf Engineers Inc.
5901 River Road
Harahan LA 70123

Hammond Construction
PO Box 5117
Columbus, GA 31906

Hathaway Corp.
2617 Old Savannah Rd.
Augusta, GA 30906

Hayden Enterprises, Inc.
PO Box 330487
Coconut Grove Miami, FL
33133

Heat, Inc.
PO Box 1755
Roswell, GA 30077

Hewitt Industrial Contractors
PO Box 4196
Columbus, GA 31904

Jack Hicks Steel Fabrication
& Erection
405 East Alabama St.
Plant City, FL 33565

Hobbs Constructors, Inc.
1654 E. Bus. Hwy. 98
Panama City, FL 32401

I-C Contractors, Inc.
228 E. 34th St.
Panama City, FL 32405

IHP Industrial Inc.
PO Box 938
North Little Rock, AR 72115

Independent Mech. Industries
4455 W. Montrose Ave.
Chicago, IL 60641

Industrial Power Contractors
PO Box 1254
Huntington, UT 84528

Iron Mountain Construction
4115 Commerce Ave.
Fairfield, AL 35064

J. H. Kelly LCC
821 - 3rd, PO Box 2038
Longview, WA 98632

Ledbetter Erection Corp.
PO Box 136
Alton, AL 35015

Frank Lill & Son, Inc.
656 Basket Rd.
Webster, NY 14580

John Lloyd Construction Co.
2450 Summerbreeze Dr.
Fernandina Beach, FL 32034

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

Lou - Con, Inc.
3100 E. St. Bernard Hwy.
Mereaux, LA 70075

The LRB Group, Inc.
PO Box 909
Jasper, TN 37347

Lucey Boiler Co.
901 S. Holtzclaw Ave.
Chattanooga, TN 37404

M & D Power Constructors
7625 Unity Rd.
Tuscaloosa, AL 35401

MacAljon Mech. Contractors
PO Box 7090
Savannah, GA 31418

Maintenance & Machinery
Erectors
PO Box 243
Mulberry, FL 33860

McAbee Construction Co.
PO Box 1460
Tuscaloosa, AL 35403

Metalcoat, Inc. of Florida
PO Box 857
Mulberry, FL 33860

Mid-State Machinery &
Fabrication
2730 Mine and Mill Rd.
Lakeland, FL 33801

Millwright & Erectors, Inc.
PO Box 1262
Orange, TX 77630

Midnight Boiler Works, Inc.
5301 Hwy. 43 North
PO Box 489
Satsuma, AL 36572

Monroe Boiler & Engineering
PO Box 91
Russellville, SC 29476

Morgan Mechanical
Contractors
2620 Longacre Rd.
Greensboro, NC 27406

M. A. Mortenson
4559 Hwy. 2N
Grand Rapids, MN 55744

George K. Moss Company, Inc.
615 - 7th Ave. N.
Birmingham, AL 35203

Newtron Mechanical
1855 Industrial Park Drive
Nederland, TX 77627

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

NORMCO, Inc.
PO Box 10425
Prichard, AL 36610

Oldham Construction Co., Inc.
992 Stage Ave.
Memphis TN 38127

Orange State Mech. &
Protective Coatings
Route 7, Box 423
Lake City, FL 32055

Owens & Pridgen, Inc.
101 Crispen Blvd.
Brunswick, GA 31525

Palmer Contractors, Inc.
PO Box 996, Hwy. 70 East
Camden, TN 38320

PDS Mechanical Contractor
PO Box 1333
Jesup, GA 31598

Peninsular Engr. & Const.
204 E. Terrace Dr.
Plant City, FL 33565

Performance Contracting, Inc.
3250 Woodstock Rd. SE
Atlanta, GA 30348

Plant Services
8514 Hwy 867 N
Bradford, AR 72020

Pli Brico Sales & Services
1401 Chamber Dr.
Bartow FL 33830

John Popham Co., Inc.
PO Box 410
Sylvester, GA 31791

**Popham Mechanical
Contractors**
PO Box 526
Sylvester, GA 31791

Power Piping Co.
4 Allegheny Center, Ste. 401
Pittsburgh, PA 15212

R & B Mechanical Co., Inc.
1096 Highway 293 SE
Cartersville, GA 30120

RAM, Inc.
PO Box 737
Crossett, AR 71635

B. F. Shaw Company
PO Box 1199
Laurens, SC 29360

**Siemens Westinghouse Power
Electric Corp.**
4400 Alafaya Trail
Orlando, FL 32826

Southeastern Industrial Serv.
PO Box 1136
Mulberry, FL 33860

Southern Energy & Aerospace
1300 Michigan St.
Gary, IN 46402

Southland Erectors, Inc.
3032-A Rockhill Rd.
Burlington, NC 27215

**The State Group InterNational
Limited**
13800 N. Hwy. 57
Evansville IN 47725

**Steel City Erection and Crane
Rental Co., Inc.**
3441 Parkwood Rd., SE
Bessemer, AL 35023

Stein Construction Company
PO Box 5246
Chattanooga, TN 37406

Sterling Boiler & Mechanical
PO Box 8004
Evansville, IN 47716

Sullivan, Long and Hagerty
801 N. 5th Ave., PO Box 2247
Birmingham, AL 35201

Sun Erection Company
725 Central Ave.
Jefferson, LA 70121

Tampa Steel Erecting Co.
5127 Bloomingdale Ave.
Tampa, FL 33619

Triple R Maintenance, Inc.
28228 Highway 1070
Franklinton, LA 70438

Volks, Inc.
17474 Jefferson Hwy.
Prairieville LA 70769

J. Walter Construction, Inc.
3243 River Rd.
Green Cove Sprgs., FL 32043

White Electrical Construction
PO Box 282
Mobile, AL 36601

Lynn Whitsett Corporation
4126 Delp St.
Memphis, TN 38118

Williams Legge
6805 U.S. 50 West
Aurora, IN 47001

Milton J. Wood Company
540 Phelps St., PO Box 52088
Jacksonville, FL 32201

Wrax Manufacturing
8609 Land O'Lakes Blvd.
Land O'Lakes, FL 34639

SOUTHEASTERN STATES

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