MISSOURI RIVER BASIN



ARTICLES OF AGREEMENT

between the

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



and the Signatory Contractors

Effective Jan. 1, 2008 through Dec. 31, 2010

MISSOURI RIVER BASIN ARTICLES OF AGREEMENT Table of Contents

ARTICLE 1	Scope and Purpose of Agreement2
ARTICLE 2	RECOGNITION4
ARTICLE 3	Union Security and Checkoff5
ARTICLE 4	TRADE JURISDICTION6
ARTICLE 5	EXCLUSIVE REFERRAL8
ARTICLE 6	Hours of Work13
ARTICLE 7	OVERTIME AND HOLIDAYS
ARTICLE 8	SHIFTS15
ARTICLE 9	MINIMUM PAY AND REPORTING TIME17
ARTICLE 10	Lodging19
ARTICLE 11	Pay Day20
ARTICLE 12	Union Representation and Access to Jobs20
ARTICLE 13	Supervision
ARTICLE 14	PIECE WORK, LIMITATION, AND CURTAILMENT OF PRODUCTION
ARTICLE 15	FUNCTIONS OF MANAGEMENT23
ARTICLE 16	WAGE SCALES24
ARTICLE 17	National Pension Trust
ARTICLE 18	Apprenticeship Training27
ARTICLE 19	MOST29
ARTICLE 20	HEALTH & WELFARE

ARTICLE 21	National Annuity Trust
ARTICLE 22	SAFETY MEASURES
ARTICLE 23	JOB NOTICE
ARTICLE 24	Maintenance Work35
ARTICLE 25	GRIEVANCE AND ARBITRATION PROCEDURE .35
ARTICLE 26	AGREEMENT QUALIFICATIONS
ARTICLE 27	BOND REQUIREMENT
ARTICLE 28	DURATION OF AGREEMENT
APPENDIX A	National Health & Welfare43
Appendix B	SPECIAL SUPPLEMENTARY RULES COVERING MAINTENANCE AND REPAIR 45
Appendix C	National Pension Trust
Appendix D	AREA APPRENTICESHIP FUNDS56
Appendix E	VACATION TRUST FUND
Appendix F	Construction Boilermaker Journeyman Trainee61
	SIGNATORY CONTRACTORS65
	INDEX

Missouri River Basin

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")

Effective April 15, 1948, and amended effective Nov. 1, 1948; Oct. 18, 1949; July 18, 1950; Dec. 18, 1950; July 18, 1952; July 19, 1953; July 19, 1954; July 19, 1955; July 19, 1956; July 19, 1957; July 19, 1958; July 19, 1959; July 19, 1960; July 19, 1962; July 19, 1964; July 19, 1967; July 19, 1970; July 19, 1973; July 19, 1976; July 19, 1979; July 19,1982; July 19, 1986; July 19, 1989; July 19, 1992; Sept. 1, 1995; Sept. 1, 1998; Sept. 1, 2001; Sept. 1, 2004; Jan. 1, 2008, to remain in effect until Dec. 31, 2010.

PREAMBLE

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

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

NOW, THEREFORE, the undersigned Employer and Union, in consideration of the mutual promises and covenants contained herein, agree as follows:

ARTICLE 1 Scope and Purpose of Agreement

ART. 1.1 This Agreement shall apply exclusively to field construction work within the territory herein referred to as the Missouri River Basin, composed of the following states:

1 IOWA 2 KANSAS 3 MISSOURI 4 NEBRASKA

ART. 1.2 The parties to 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 the intent of the Employer and the Union in establishing working rules herein to carry out the policies and declaration of principles announced by the Building and Construction Trades Department, AFL-CIO. It is understood that the NCA-BCTD work rules agreement dated June 1, 1973, will apply on all projects where said rules are enforced uniformly on all crafts in the Employer's employ.

Coffee Consumption. Employees can take their thermos bottles to their places of work, and they will be allowed to drink coffee, provided this is done on an individual basis and not as an organized coffee break and so long as this privilege is not abused.

ART. 1.4 The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and

not as sex limitations unless the Agreement clearly requires a different construction.

ARTICLE 2 RECOGNITION

The Employer agrees that upon the Union's presentation of appropriate evidence of majority status among its employees in the bargaining unit of the Employer covered by this Collective Bargaining Agreement, the Union shall be voluntarily recognized as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit of the Employer on all job sites within the jurisdiction of this Agreement. In the event of such a showing, the Employer expressly waives any right to condition voluntary recognition on the Union's certification by the NLRB following an NLRB election, unless a representation petition has been filed by a petitioner other than the Employer prior to the Employer's voluntary 9(a) recognition. The Employer expressly waives the right to seek an NLRB election during the term of this contract, or any right to abrogate or repudiate this contract during its effective term.

ARTICLE 3 UNION SECURITY AND CHECKOFF

ART. 3.1 As of the effective date of this Agreement, all employees under the terms of this Agreement must be or become members of the Union thirty (30) days thereafter; the employees hired after the effective date of this Agreement shall be or become and remain members of the Union thirty (30) days after their date of employment in accordance with the provisions of the National Labor Relations Act. (This clause shall be effective only in those states permitting union security.)

ART. 3.2 The Employer agrees to deduct from the wages of each employee the current Union field dues and monthly dues amounts as certified by the Union and authorized by the employee, and shall forward such dues to the designated representative of the Union on or before the 15th day of the following month.

ART. 3.3 It shall be the responsibility of the local union to obtain signatures on the authorization forms. The forms shall be kept on file in the Union hall. The Union hereby agrees that it will indemnify and hold the Employer harmless against any and all claims, demands, and other forms of liability that shall arise out of or by reason of action by the Employers in compliance with this article.

ARTICLE 4 TRADE JURISDICTION

ART. 4.1 This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen boilermakers, apprentices, probationary boilermakers, and construction boilermaker journeymen trainees employed in the boilermaker trade by a signatory Employer, including but not limited to: boilermaking, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of boilermaker material and equipment, and such other work that comes under the trade jurisdiction of the boilermakers.

ART. 4.2 When manual assistance is required for gamma-ray, x-ray, or other non-destructive testing by technicians in the examination of boilermaker work, boilermakers will be assigned to perform the manual work that is not directly related to the technician's examination. The number of boilermakers required shall be determined by the Employer.

ART. 4.3 Journeymen boilermakers may be required to perform any work coming within the scope of this Agreement.

ART. 4.4 In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations, shall be handled in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building and Construction Trades Department.

ART. 4.5 There shall be no work stoppage because of jurisdictional disputes.

ART. 4.6 When requested by the Construction Division office (headquarters), the Employer shall supply a signed letter on the company's letterhead stationery, listing equipment installed by the boilermaker, either by assignment or agreement with other crafts, with copies to the International Vice President and local lodge business manager.

ART. 4.7 Job Site Subcontracting. No Employer shall subcontract or assign any of the field construction work historically and traditionally performed by boilermakers which is to be performed at job site by any Contractor, subcontractor, or other persons or party who does not have or refuses to enter into a job compliance understanding which will comply with the conditions of employment including, without limitation, those relating to Union security, rates of pay, assignment of work, working conditions,

and other matters covered by this Agreement or a field construction agreement in effect in the area where the work is erected which has been approved by the International Brotherhood.

In the event clarification is needed of this article, it shall be referred to the chairmen of the negotiating committees.

ART. 4.8 Maintenance of Standards. The Union agrees that if it grants privileges, terms, or condition of employment more advantageous than those contained in this Agreement to other Employers on any project agreement, then the Employers signatory to this Agreement may, upon written notice to the Union, take advantage of such better privileges, terms, or conditions of employment on that project.

ARTICLE 5 EXCLUSIVE REFERRAL

ART. 5.1 All Missouri River Basin lodges shall have joint Referral Rules, which are and shall remain in compliance with the National Joint Rules and Standards governing operation of exclusive referral plans.

ART. 5.2 The Employer shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, and

qualified field construction boilermakers, boilermaker apprentices, and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen certification or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued shall be considered available for referral and employment. In requesting the Union to furnish such applicants, the Employer shall notify the Union either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen required.

ART. 5.3 In the event the Union is unable to fill the requisition for applicants within forty-eight (48) hours (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants from any other available source.

ART. 5.4 Non-Discriminatory Referral. The Union and Employer agree that referral of all classifications of construction boilermakers shall be on the following basis:

ART. 5.4.1 Competent and qualified registrants shall be referred from the out-of-work lists in a non-discriminatory manner. This shall be done immediately and in accordance with the requirements of the Employer's job.

o

ART. 5.4.2 Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon, nor in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

ART. 5.4.3 The Employer retains the right to reject any job applicant referred by the Union. In the event the Employer does reject the job applicant, his position on the out-of-work list shall not be affected.

ART. 5.4.4 The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of these rules and standards.

ART. 5.5 Selectivity. The first two employees on a job shall be the foreman, selected by the Employer, and the steward, selected by the business manager, regardless of their positions on the out-of-work list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional boilermaker employees by name from among the top fifty percent of registrants on the appropriate out-of-work list of the local lodge having jurisdiction. These five (5) additional boilermaker employees may be selected from any one or combina-

tion of boilermaker classifications under the terms of this Agreement (i.e., journeyman, apprentice, and other applicable classifications), except that the choice may not exceed one apprentice and one other subjourneyman classification or two apprentices. Additional employees required for the job will be obtained in accordance with the Referral Rules.

ART. 5.5.1 Transfer of Employees. The Employer may transfer boilermaker employees on his payroll working under the terms of this Agreement from one job to another job being worked under the terms of this Agreement within the jurisdiction of the same local lodge, provided that the number transferred shall not exceed a total of six (6), consisting of a foreman and five (5) additional boilermaker employees from any one classification or combination of classifications under the terms of this Agreement (i.e., journeyman, apprentice, or other applicable classifications), and provided that the number transferred shall include not more than one apprentice and one other subjourneyman classification, or two apprentices. The Employer desiring to utilize this transfer provision shall promptly notify the business manager of the local lodge having jurisdiction giving the name, classification, and Social Security number of each employee to be transferred. The steward shall be selected by the business manager from the lodge's

out-of-work list, or he may elect to transfer the steward from a job, which the same Employer is working under the terms of this Agreement. After the foreman and the steward have been selected, the Employer may transfer the remaining employees not to exceed five (5). Additional employees for the job will be obtained in accordance with the Referral Rules.

ART. 5.5.2 The Employer may utilize the provisions for selectivity and/or transferability, but he shall not be allowed to exceed the six (6) employee limit for any one job.

ART. 5.5.3 A transferred employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to has been completed.

ART. 5.5.4 Modification as to the selectivity and transfer of men beyond the limitations set forth in this article, may be made by mutual consent of the parties.

ART. 5.5.5 The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on a project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

ARTICLE 6 HOURS OF WORK

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be eight (8:00) o'clock a.m. The above may be changed by mutual consent of the authorized representatives of the local lodge having jurisdiction, or the International and the job superintendent.

When circumstance

When circumstances warrant, the Employer and the business manager may agree to change the regular workweek to four (4) ten-hour shifts at the regular straight time rate of pay. It being understood that all other pertinent sections of the Agreement must be adjusted accordingly.

ARTICLE 7 OVERTIME AND HOLIDAYS

ART. 7.1 All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half (1-1/2) except in cases where such work is part of an employee's regular Friday shift.

All time worked on Sunday shall be paid

for at the rate of double (2) time, except in cases where such work is part of an employee's regular Saturday shift. All time worked on the following holidays; New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of double (2) time, except in cases where such work is part of an employee's regular previous day's shift. No work shall be performed on Labor Day except for the preservation of life or property. When a holiday falls on Sunday, the day observed will be Monday; when a holiday falls on Saturday, the day observed will be Friday. In no case shall the overtime rate exceed double the straight time hourly rate of pay.

If the Employer or any of his subcontractors pay any other crafts on the same job double (2) time, then the boilermaker shall receive double (2) time while employed at the same time.

ART. 7.2 Employees assigned to work during their lunch period shall receive overtime and be allowed to consume their lunch on the Employer's time after completing such necessary or emergency work during lunch period.

ART. 7.3 Employees required to work overtime in excess of two (2) hours past the regular quitting time of their shift shall then

be allowed thirty (30) minutes to eat lunch without loss of pay and if work is to continue an additional four (4) hours, they shall be allowed an additional thirty (30) minutes to eat without loss of pay if work is to continue beyond this period.

ART. 7.4 Overtime is not to be demanded of the Employer by any workman covered by this Agreement as a condition for employment on a job.

ART. 7.5 The Employer agrees the steward will be notified whenever overtime is to be worked beyond the established hours including Saturdays and Sundays.

ARTICLE 8 SHIFTS

The Employer 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 Employer 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 for full time shall be equivalent of eight (8) times the employee's regular hourly rate.

The shift rate differential for the second shift will be twenty-five (\$0.25) cents per hour worked. The shift rate differential for the third shift will be fifty (\$0.50) cents per hour worked.

ART. 8.3 When a job is to run for less than five (5) consecutive work days it will be considered a short or irregular shift work job and the second and/or third shift shall be paid for at the overtime rate, or an arrangement can be worked out between the Employer and the authorized representative of the International or the local lodge having jurisdiction where two shifts can be worked.

ART. 8.4 Any employee called to work at any time other than his regular shift shall be paid at the overtime rate for all such time worked within any one twenty-four (24) hour period.

ART. 8.5 No employee shall be required to work more than eight (8) hours in any twen-

ty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. The overtime rate will be paid to employees continuously employed beyond their regular shift until they receive an eight (8) hour break.

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

ART. 9.2 Should an employee be required by the Employer to report for work and not given work he shall receive two (2) hours pay at the applicable rate.

ART. 9.3 On an employee's initial date of hire should an employee be required to report for work and not hired for reasons beyond the Employer's control, the employee shall receive four (4) hours pay at the applicable rate. In order to qualify, the employee's permanent home or the Union hall with jurisdiction, whichever is closer,

must be more than seventy five (75) miles from the job site.

ART. 9.4 The foregoing requirements shall not be applicable where the employee is laid off by reason of bad weather, breakdown of machinery, or any other cause beyond the direct control of Employer, in which event he shall be paid at the applicable rate, (1) not less than two hours pay, (2) for the time actually worked, or (3) the time required to remain on the job, whichever is greater. Where the employee quits or lays off, payment will be made for actual time worked. In order to qualify for the pay provided for in this article, the employee must remain on the job, available for work, during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. The Employer shall determine when weather conditions on the job are such that the men shall or shall not work. The foregoing provisions shall not apply when the employee has been properly notified the previous day not to report for work. Employees not reporting for work because of inclement weather will not be discriminated against.

ART. 9.5 Any boilermaker who is required to take a welding test shall be paid for the time required to take the test. The results of such test shall be included on the employee's notice of termination.

Article 10 Lodging

If the Employer or any of his subcontractors pay lodging expense to any other craft on the same job or project, then the boilermaker shall receive lodging expense at the rate of \$35.00* per day worked while employed at the same time, provided that the job site or project is located more than 50 miles radius from the local union office having jurisdiction or the employee's permanent residence (whichever is closer).

* Effective 1/01/09 — \$38.00 per day * Effective 1/01/10 — \$40.00 per day

In addition, this article or other articles of this Agreement may be modified by mutual agreement between the business manager and the Employer. Any such agreement shall be only for a particular job or project.

All such agreements will be reduced to written form, signed by both parties and in the hands of the chairman of the Union committee, when practical to do so, before the commencement of any work at the job or project.

ARTICLE 11 Pay Day

ART. 11.1 Men shall be paid weekly on a designated day, during working hours and in no case shall more than three (3) days be held back in any one payroll period, except by mutual consent of the local business manager and the job superintendent.

ART. 11.2 Employees who are laid off or discharged from the service of the Employer shall receive their wages and personal property immediately thereafter.

ART. 11.3 If special circumstances exist, by mutual agreement between the business manager and the Employer, checks shall be mailed no later than the next regular workday. If payment is not postmarked the next regular workday, the employee shall receive four (4) hours pay for each twenty-four (24) hour period preceding the postmark.

ARTICLE 12 UNION REPRESENTATION AND ACCESS TO JOBS

ART. 12.1 Authorized business representatives of the local union shall at all times have access to jobs where Contractors signatory to this Agreement are working, provided they do not unnecessarily interfere with the employees or cause them to neglect their

work and further provided such Union representatives comply with reasonable Employer and customer rules and regulations.

ART. 12.2 A steward shall be a working journeyman appointed by the business manager of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. Stewards shall receive the regular journeyman's rate of pay.

ART. 12.3 It is understood and agreed that the steward's duties shall not include any matters relating to referral, hiring, or laying off of employees.

ARTICLE 13 SUPERVISION

ART. 13.1 The selection and number of foremen and general foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of foremen the Employer will give first consideration to the qualified men available in the local area without persuading any employ-

ees to leave one Employer for another. The	1
Employer shall have the right to send gen-	2 3
eral foremen into any local territory where	3
work is being performed.	4
01	5
ART. 13.2 All foremen shall be practical	6
mechanics of the trade.	7
	8
ART. 13.3 There shall be a foreman on	9
every job.	10
- · - · · · · · · · · · · · · · · · · ·	11
ART. 13.4 Where ten (10) or less men are	12
employed on a job, one (1) shall be a fore-	13
man who shall work with the tools if	14
required by the Employer. Where eleven (11)	15
or more men are employed on a job, one (1)	16
shall be a foreman who shall not work with	17
the tools but act in a supervisory capacity.	18
the tools but act in a supervisory capacity.	19
ART. 13.5 It is agreed that all general fore-	20
men and foremen referred to herein shall	21
accept instruction from the Employer's erec-	22
tor or erectors. However, the erector or erec-	23
tors shall not give direct instructions to the	24
other employees covered by the terms of this	25
Agreement.	26
rigicement.	27
ART. 13.6 Foremen shall not apply, in any	28
respect, any regulations, rules, by-laws, or	29
the provisions of the Union constitution on	30
the Employer's job site.	31
the Employer's job site.	31

ARTICLE 14 PIECE WORK, LIMITATION, AND CURTAILMENT **OF PRODUCTION**

There shall be no contract, bonus, bit or task work; nor shall there be any limit on or curtailment of production.

ARTICLE 15 **FUNCTIONS OF MANAGEMENT**

ART. 15.1 The Employer shall have full right to direct the progress of the work and to exercise all function and control including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work, the determination of the competency and qualifications of his employees, and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.

ART. 15.2 Whenever possible and where circumstances do not prevent the Employer doing so, the Employer will use items manufactured in the U.S.A.

ART. 13.7 The foreman shall be notified at

least one (1) hour before quitting time of lay off.

7 8

ODGE 83
J.
LOCAL]
OF
JURISDICTION

Classification		Hourly Wage	' Wage
	1/01/08	1/01/09	1/01/10
Journeyman	\$31.00	$+$2.10/Hr^*$	+\$2.15/Hr*
Foreman	\$2.50 mc	ore per hour th	\$2.50 more per hour than journeyman
General Foreman \$4.00 more per hour than journeyman	\$4.00 mc	ore per hour th	an journeyman

forth below.

JURISDICTION OF LOCAL LODGE 27

ARTICLE 16

WAGE SCALES

ART. 16.1 Employer shall pay and the

employees covered by the terms of this Agreement shall accept the following minimum wage scales, effective the dates set

Hourly Wage	1/01/08 1/01/09 1/01/10	\$31.10 +\$2.10/Hr* +\$2.15/Hr*	\$2.50 more per hour than journeyman	General Foreman \$4.00 more per hour than journeyman
	1/0	\$3	\$	\$
Classification		Journeyman	Foreman	General Foreman

* To be allocated at the discretion of the local union.

The following percentage rates on all newly indentured apprentices:

9		
4	Period	% of Journeyman Wage
5	1st period	70.0%
6	2nd period	72.5%
7	3rd period	75.0%
8	4th period	77.5%
9	5th period	80.0%
10	6th period	85.0%
11	7th period	90.0%
12	8th period	95.0%*
13	•	

ART. 16.2 Vacation. The Employer agrees to deduct from the employees hourly taxable wage the sum of one dollar and five cents (\$1.05) per hour for all hours worked. The Employer agrees to and shall be bound by the provisions of Appendix E, Vacation Trust Agreement (the Boilermaker Vacation Trust).

ART. 16.3 All men working on erection, repairing, and dismantling of smokestacks, standpipes, and water towers shall receive boilermaker journeyman rate.

ART. 16.4 Effective Sept. 1, 2002, upon presentation of a signed authorization, the Employer shall withhold \$0.10 per hour paid for the Boilermakers. The Employer shall submit the collected funds to the Boilermakers Local 27 Voluntary Education, Political, and

^{*} Stays at 95% until program completion.

Charitable Fund with a listing of each employee and identifying Social Security number and the amount remitted for each listed employee no later than 15 days after the end of each month in which the deduction accrued. Obtaining the signed authorizations shall be the responsibility of the Union. The Union shall hold the Employer harmless and agrees to fully defend and indemnify the Employer in any litigation resulting from this activity, which is deemed to be a service to the Union by the Employer. The signed authorization shall remain in force and in effect until cancelled in writing by the employee.

It was negotiated and agreed that similar language would be adopted for a PAC Fund for Local 83. When that language is perfected along with an effective date, signatory contractors will be notified by separate cover. This new language will also contain the "hold harmless" clause.

ARTICLE 17 NATIONAL PENSION TRUST

The Employer shall pay into the Boilermaker-Blacksmith National Pension Trust, the sum of seven dollars (\$7.00) in the jurisdiction of Local 27, and the sum of five dollars and ninety-five cents (\$5.95) in the jurisdiction of Local 83, for each hour paid by the Employer for all employees who are

covered by this Agreement. The Employer agrees to and shall be bound by the provisions of Appendix C attached hereto relating to the said Pension Trust.

Article 18 Apprenticeship Training

ART. 18.1 The Employer agrees to and shall be bound by the provisions of Appendix D attached hereto relating to said Apprenticeship Fund.

ART. 18.2 The Employer shall pay into the Great Lakes Area Joint Apprenticeship Fund (Local 27) the sum of thirty cents (\$0.30); and to the Southeast Area Joint Apprenticeship Fund (Local 83) the sum of forty cents (\$0.40) per hour for each hour worked for the Employer by all employees who are covered by this Agreement. By mutual agreement between the chairmen of the respective committees, this Article may be opened for negotiation at any time during the life of the Agreement.

ART. 18.3 Employers will contribute up to a total of thirty-five cents (\$0.35) per hour worked to establish local training funds for each local. Employer contributions are based on a recommendation from the Board of Trustees of each respective Fund. Committees will be appointed by the Union

and Employers to implement said funds, determine contribution rates, and establish trust agreements. Once legal trusts are established, Employers will be bound by said trust agreements.

The committees have determined that the supplemental rates will be fifty-five cents (\$0.55)* per hour worked for Local 27 and fifteen cents (\$0.15) per hour worked for Local 83.

These contributions are to be paid in addition to the area contribution rates, but directly to the respective local lodge's Supplemental Training and Education Fund.

* All contributions above thirty-five cents (\$0.35) shall come from the Boilermaker package.

ART. 18.4 One (1) apprentice shall be referred by the Union and employed by the Employer for the first six (6) journeymen, and one (1) additional apprentice shall be referred and employed by the Employer for each five (5) journeymen thereafter; these ratios to be maintained throughout the duration of the job. An apprentice, depending on his aptitude and length of experience, will not be expected to be as productive as a skilled journeyman, but he shall not be restricted as to the tasks he can perform, in accord with standards of program. His ability to perform a given task shall be deter-

mined by his foreman. Any question regarding the foreman's assignment of an apprentice shall be resolved by the apprenticeship coordinator.

The Employer has the right to request and use up to thirty percent (30%) of crew as apprentices when available; if not available a combination of apprentices and construction boilermaker journeyman trainees may be used to supplement the ratio in accordance with Appendix F.

The ratio of apprentices is to be maintained on the active rolls of the Great Lakes and Southeast Area apprenticeship programs.

ARTICLE 19

MOST

ART. 19.1 The parties to this Agreement will cooperate to accomplish a drug free environment and a safe work place. The MOST drug screening program shall be mandatory for all boilermakers once per calendar year. It is further agreed by the parties that drug screening during employment and pre-employment, including random and for-cause, shall be based upon the requirements of the Employer or owner.

The Employer agrees to contribute the apprenticeship contribution rates estab-

lished in Article 18 plus twenty-four cents (\$0.24)* per hour worked to the Mobilization, Optimization, Stabilization & Training (MOST) Fund. The Employer agrees to and shall be bound by the Trust Agreement, policies and procedures creating MOST, and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

* See Art. 19.2

Contributions fund the following programs administered by MOST: Boilermakers National Reserve Center, Common Arc Welding Program, and the MOST Safety and Training Program, which includes drug screening and prescription safety glasses.

ART. 19.2 One cent (\$0.01) is a voluntary contribution to the National Association of Construction Boilermaker Employers that may or may not be paid at the Employer's discretion.

ART. 19.3 Any increases or decreases shall be implemented on the first day of the month following notification from MOST to the Co-Chairmen of the Missouri River Basin Articles of Agreement.

By mutual agreement between the chairmen of the respective committees, this article may be opened up for negotiations at any time during the life of the agreement.

ARTICLE 20
HEALTH & WELFARE

The Employer shall pay into the Boilermakers National Health & Welfare Fund a sum of six dollars and eighty-two cents (\$6.82) per hour paid for all employees covered by this Agreement. The Union shall be responsible for any increases in the cost of Health & Welfare Plan G and the Retiree Plan for the life of this Agreement. The Employer agrees to and shall be bound by the provisions of Appendix A attached here-to relating to the said Welfare Fund.

ARTICLE 21 NATIONAL ANNUITY TRUST

The Employer shall pay into the National Annuity Trust, the sum of four dollars (\$4.00) in the jurisdiction of Local 27, and the sum of four dollars and forty-five cents (\$4.45) in the jurisdiction of Local 83, for each hour paid by the Employer for all employees who are covered by this Agreement.

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

ARTICLE 22 SAFETY MEASURES

ART. 22.1 All work of the Employer shall be performed under safety conditions which conform to state and federal regulations. Additionally, it shall also be a requirement of the employees to conform to safety regulations and measures as provided. A warm, dry place shall be provided for the men to change clothes and eat lunches excepting where unusual conditions make it impractical, as mutually agreed between the business manager and the Employer, cold drinking water and reasonable sanitary facilities shall be made available. Where pre-bid meetings are held with the customer, the use of the owner facilities shall be requested.

ART. 22.2 Employees required to take time off from employment to secure treatment from company doctor due to injuries or sickness arising out of and in the course of their employment shall receive pay for such time, plus necessary travel expenses incurred in so

doing, on the day of injury. If subsequent treatment is required by the company doctor, and the employee is able to continue working on the job, he shall suffer no loss of pay.

Art. 22.3 A physical examination may be required by a signatory Employer for the sole purpose of determining the physical condition of an employee at the start of his employment and shall in no event be used as a basis or reason for disqualifying any person from employment. Should such physical examination disclose a condition so serious that the safety of the man and/or other employees might be jeopardized by his employment, the local business manager shall be notified at once and any disposition of such case shall be only by mutual agreement between the local business manager and the job supervisor. Any employee required to take such physical examination shall be paid for all time spent in connection therewith, at the regular straight time hourly rate, and shall be reimbursed for all expenses incurred therewith.

ART. 22.4 If and when the recommendations of the National Committee on Radiation Protection and Measurement are available, the Agreement, insofar as this particular subject is concerned, may be opened for the purpose of discussing such recommendations in the interest of protecting the health and safety of the employee.

ART. 22.5 Welders shall be furnished suitable replacement of welding gloves when employed as a welder for ten (10) working days; these gloves to be replaced when worn out on the job and turned in for replacement. Sleeves shall be furnished when necessary for welders protection. Such sleeves so furnished shall be checked in and out of Employer's tool rooms in the same manner as tools.

ART. 22.6 All employees covered by this Agreement shall be provided adequate protective clothing when working on equipment containing acid or other chemicals injurious to their health, skin, or clothing. Clothing so issued shall be worn by the employees involved and shall remain the property of the Employer.

ART. 22.7 When power equipment is used, adequate manpower shall be assigned to the task to assure the safety of the employees.

ARTICLE 23 JOB NOTICE

In order to insure the satisfactory progress of each job, the Employer will furnish the local business manager and International Headquarters with the following job information as soon as possible and practical:

- (a) location of job site;
- (b) approximate starting date and duration;

(c) type of job; and,

(d) approximate manpower requirements.

ARTICLE 24 MAINTENANCE WORK

The provisions of this Agreement shall apply on all maintenance work excepting as otherwise provided for in the special supplementary rules attached hereto covering maintenance work.

ARTICLE 25 GRIEVANCE AND ARBITRATION PROCEDURE

ART. 25.1 All grievances involving the interpretation and application of this Agreement, other than those pertaining to hourly wage rates or jurisdictional disputes that may arise on a job covered by this Agreement, shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout.

ART. 25.2 Any such grievance shall be first considered by representatives of the local union and the Employer and, if a settlement satisfactory to the Employer and the local union cannot be reached within seven (7) calendar days, it will be reduced to writing and submitted to:

ART. 25.3 The International representative of the Union and the Employer involved, and if a settlement satisfactory to the Employer and Union cannot be reached within seven (7) calendar days;

ART. 25.4 Then the grievance will be submitted in writing within seven (7) calendar days by the Union or by the Employer or by both to an arbitration committee consisting of a representative of the Union, a representative of the Employer, and a third member to be chosen by those two (2) jointly. The decision of the majority of the arbitration committee shall be final and binding on the parties involved. Such decisions shall be within the scope and terms of this Agreement, but shall not change such scope and terms, shall be rendered within ten (10) calendar days from the time of reference to the arbitration committee, and shall specify whether or not it is retroactive and the effective date thereof.

ART. 25.5 If the two members of the arbitration committee fail to select a neutral member within five (5) calendar days, the two members already appointed shall, within five (5) calendar days, call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either Employer or Union representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within

the said five (5) calendar days, the other representative shall have the authority to make such request.

ART. 25.6 The expense of the third member of the arbitration committee shall be born equally by the Union and the Employer. All other expenses of the arbitration procedure will be borne by the party incurring them.

ART. 25.7 Any grievance must be submitted in writing to the other party within fifteen (15) working days of occurrence or it will be considered closed.

ARTICLE 26 AGREEMENT QUALIFICATIONS

ART. 26.1 It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ART. 26.2 It is further understood that this Agreement was negotiated with the Union

on an area-wide basis by Employers engaged in the field construction industry in the area. Should this Agreement, by notice given as herein provided, be reopened for further negotiations, such negotiations shall be conducted on an area-wide basis by the Employers who have executed this Agreement and/or Employers signatory to the National Agreement.

ARTICLE 27 BOND REQUIREMENT

A surety or cash bond up to \$25,000.00 may be required to insure payment of fringe benefits and other deductions as required by Articles 3, 16, 17, 18, 19, 20, and 21 from Employers who have been delinquent in payments or who have not previously employed boilermakers covered under the national plans. Said bond shall be maintained in the office of the International Vice President.

The Union may refuse to refer men to and may withdraw men from any Employer who has not posted a bond when required, and such referral or withdrawal will not constitute a violation of this Agreement.

ARTICLE 28 DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2008 and remain in full force and effect for a period of three (3) years and from year to year thereafter unless either party shall at least sixty (60) days prior to such anniversary date notify the other party in writing of a desire to modify or terminate this Agreement. The procedure outlined in Section 8 of the Labor Management Relations Act will be followed.

The foregoing Agreement was negotiated by the following committees at meetings held in St. Louis and Kansas City, Mo., in December 2007:

1 2	REPRESENTING THE EMPLOYERS:	1 2	REPRESENTING THE UNION:
3	David Herzog, Employer Chairman APComPower Inc.	3 4	George Rogers, Union Chairman International Vice President
5		5	
6	Tim Locke, Employer Secretary	6	Scot Albertson, Union Secretary
7	AMI/Locke Equipment	7	L-83 Asst. Bus. Mgr.
8		8	· ·
9	Don Bolgrean	9	Mark Vandiver
10	Moorhead Machinery & Boiler	10	AIP, NTD Assistant Director
11		11	
12	Chuck Clancy	12	Clay Herford
13	Scheck Industries	13	International Representative
14		14	
15	Barry Fox	15	Randy Cruse
16	Babcock & Wilcox Construction Co., Inc.	16	Local 83 BM-ST
17		17	
18	Tom Garbin	18	David Snead
19	Nooter Construction Co.	19	Local 27 BM-ST
20		20	
21	Pat Hickey	21	Larry Horseman
22	Kickham Boiler	22	Local 83 President
23		23	
24	Doug Kent	24	Bill Noll
25	Enerfab Inc.	25	L-27 Vice President
26		26	
27	Matt Schumacher	27	Tom Dye
28	Alberici Constructors	28	L-83 Ásst. Bus. Mgr.
29		29	
30	LeRoy Stromberg	30	
31	Alberici Constructors	31	
32		32	
33		33	
34		34	

1	This Agreement, as negotiated by the fore-	1	Арг
2	going committees, is hereby accepted by the	2	National H
3	parties signatory hereto this 20th day of	3	
4	December 2004, with the full understanding	4	App. A.1 In the Ag
5	that this Agreement is between the Union	5	an appendix and
6	and the individual signatory Employer.	6	Boilermakers Natio
7		7	Fund is referred to
8		8	Fund," "Welfare F
9	FOR THE EMPLOYER:	9	Contractor is referre
10		10	the Contractors
11		11	"Employers."
12	By:/s/	12	• •
13	David Herzog, APComPower Inc.	13	App. A.2 Employe
14	Employer Chairman	14	the Agreement an
15		15	entered into as of O
16		16	ing the Boilermak
17	By:/s/	17	Welfare Fund and
18	Tim Locke, AMI/Locke Equipment	18	said Trust Agreeme
19	Employer Secretary	19	
20		20	App. A.3 Paymen
21		21	tions to the Nationa
22	FOR THE UNION	22	made on the dates
23		23	form prescribed by t
24		24	
25	By: /s/	25	APP. A.4 Emplo
26	Newton B. Jones, International President	26	Trustees with inform
27		27	of employees, classi
28	P / /	28	numbers, hours w
29	By: /s/ George Rogers, IVP/Union Chairman	29	information as may
30	George Rogers, IVP/Union Chairman	30	necessary by the Tru
31		31	efficient administra
32	P / /	32	
33	By: /s/ Scot Albertson, Local 83/Union Secretary	33	App. A.5 Employe
34	Scot Albertson, Local 83/Union Secretary	34	directs the commi

APP. A.1 In the Agreement to which this is an appendix and in this appendix the Boilermakers National Health & Welfare Fund is referred to as "National Welfare Fund," "Welfare Fund," or "Fund." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

APP. A.2 Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of October 1, 1954, establishing the Boilermakers National Health & Welfare Fund and by any amendments to said Trust Agreement.

APP. A.3 Payment of Employer contributions to the National Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trustees of said Fund.

APP. A.4 Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.

APP. A.5 Employer hereby authorizes and directs the committee in this Agreement

named as representing the Employers, and as to the future the committee named in the then current Agreement successor to this Agreement with the Union, or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement:

APP. A.5.1 Execute the Agreement and Declaration of Trust establishing the National Welfare Funds;

APP. A.5.2 Exercise any rights, powers, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Fund, and to remove or vote for or against the removal of any Employer Trustee of the Fund;

APP. A.5.3 Exercise any and all other rights in connection with or relating to the National Welfare Fund or its Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement.

In exercising or in not exercising the powers and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the com-

mittee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

APPENDIX B SPECIAL SUPPLEMENTARY RULES COVERING MAINTENANCE AND REPAIR

APP. B.1 Definition of Maintenance & Repair. It is agreed between the Union and the Employer that the provisions of this appendix is applicable to maintenance, repair, replacement of parts, and renovation work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this appendix by a signatory party to either the Missouri River Basin Agreement and/or National Agreement.

APP. B. 2 Definitions. *Maintenance* shall be work performed for the repair, replacement, renovation, revamp, and upkeep of property, machinery, and equipment within the limits of the plant property or other locations related directly thereto.

the terms of this appendix and in accordance with maintenance, is work required to restore by replacement parts of existing facilities to efficient operating conditions.

APP. B.2.2 The word "renovation," used within the terms of this appendix and in connection with maintenance, is work required to improve and/or restore by replacement by revamping parts of existing facilities to efficient operating condition.

APP. B.2.1 The word "repair," used within

APP. B.2.3 The term "existing facilities," used within the terms of this appendix is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future even though the new unit is constructed on the same property or premises.

APP. B.3 Scope of Work. The provisions of this appendix covers all work to be performed by the Employer for the purpose of maintenance, repair, replacement of parts, and renovation work in various plants wherein the Employer works, assigned by the owner to the Employer, and performed by the employees covered by this appendix.

APP. B.3.1 The provisions of this appendix do not cover work performed by the Employer of a new construction nature, in which event said work shall be done in accordance with existing provisions of this Agreement.

APP. B.3.2 The Union and the Employer understand that the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

APP. B.3.3 All subcontractors to the Employer who may perform work within the boilermaker craft jurisdiction under this Agreement shall abide by the terms and conditions of this Agreement.

APP. B.4 Shift Starting Time, Overtime Payment, and Equal Treatment. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half (1-1/2), except in cases where such work is part of an employee's regular Friday shift.

All time worked on Sunday shall be paid for at the rate of double (2) time, except in cases where such work is part of an employee's regular Saturday shift. All time worked on the holidays stated in Article 7 shall be paid for at the rate of double (2) time except in cases where such work is part of an employee's regular straight time shift.

If the Employer or any of his subcontractors pay any other crafts on the same job double (2) time, then the boilermakers shall receive double (2) time while employed at the same time.

APP. B.4.1 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 for full time shall be equivalent of eight (8) times the employee's regular hourly rate.

The shift rate differential for the second shift will be twenty-five (25) cents per hour worked. The shift rate differential for the third shift will be fifty (50) cents per hour worked.

The applicable overtime rate will be paid on the hourly rate of pay plus the shift differential.

APP. B.4.2 By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this appendix, the standard workday of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

APP. B.4.3 The provisions regarding minimum number of days to establish shifts as set forth in Art. 8.3, are waived for work under this appendix.

APP. B.5 Continuity of Work. There will be no work stoppages, strikes, or lockouts on maintenance work for any reason.

APP. B.5.1 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 Employer, in order that continuity of work shall be maintained, agrees to be bound by all the terms of the new Agreement when negotiated, including wages on a retroactive basis, to the date of the new contract if such condition is established in the new Agreement.

APP. B.6 Hiring and Transfer of Men. The Employer, when performing work under the provisions of this appendix, agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the local lodge is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the Employer may employ workmen from any

source. The Employer shall have the right to move qualified boilermaker general foremen from one job assignment to another within the plant location where they are working. The Employer shall have the right to transfer general foremen between plant locations within local union jurisdiction or into any local lodge jurisdiction where work is being performed.

9 10 11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

3

4

5

6

7

8

App. B.6.1 Selectivity. The first two employees on a job shall be the foreman, selected by the Employer, and the steward, selected by the business manager, regardless of the positions on the out-ofwork list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional boilermaker employees by name from among the top fifty percent of registrants on the appropriate out-of-work list of the local lodge having jurisdiction. These five (5) additional boilermaker employees may be selected from any one or combination of boilermaker classifications under the terms of this area's Articles of Agreement (i.e., journeyman, apprentice, or other applicable classifications), except that the choice may not exceed one apprentice and one other sub-journeyman classification, or two apprentices. Additional employees required for the job will be obtained in accordance with the Referral Rules.

APP. B.6.2 Transfer of Employees. The Employer may transfer boilermaker employ-3 ees on his payroll working under the terms of this Agreement from one maintenance job 5 to another maintenance job being worked under the terms of this Agreement within the jurisdiction of the same local lodge, provided that the number transferred shall not exceed 9 a total of six (6) consisting of a foreman and 10 five (5) additional boilermaker employees 11 from any one classification or combination of 12 classifications under the terms of this 13 Agreement (i.e., journeyman, apprentice, or other applicable classifications), and provid-15 ed that the number transferred shall include not more than one apprentice and one other 16 sub-journeyman classification, or two 17 apprentices. The Employer desiring to utilize 18 19 this transfer provision shall promptly notify 20 the business manager of the local lodge hav-21 ing jurisdiction, giving the name, classifica-22 tion, and Social Security number of each 23 employee to be transferred. The steward 24 shall be selected by the business manager from the lodge's out-of-work list, or he may elect to transfer the steward from another 27 maintenance job which the same Employer 28 is working under the terms of this 29 Agreement. After the foreman and the stew-30 ard have been selected, the Employer may 31 transfer the remaining employees not to 32 exceed five (5). Additional employees 33 required for the job will be obtained in accordance with the Referral Rules.

App. B.6.3 The Employer may utilize the
provisions for selectivity and/or transfer-
ability, but he shall not be allowed to exceed
the six (6) employee limit for any one job.
App. B.6.4 A transferred employee will be

APP. B.6.4 A transferred employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to has been completed.

APP. B.6.5 Modifications as to the selectivity and transfer of men beyond the limitations set forth in this appendix, may be made by mutual consent of the parties.

App. B.6.6 The Employer shall determine the competency of all employees. The Employer shall determine the number of men required on a project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

APP. B.7 Transportation, Travel Allowance, and Lodging Expense. Transportation, travel allowance, and lodging expense to and from the job shall be paid in accordance with the provisions set forth in Article 10.

APP. B.8 Mutual Permissive Conditions. Mixed crews of various craftsmen can be used where appropriate to expedite the work.

APP. B.8.1 Boilermakers may be assigned to work under the supervision of customer personnel.

APP. B.8.2 Where it is to the mutual benefit of both parties to the Agreement, arrangements may be made to conform to a project or plant agreement covering several crafts.

App. B.8.3 Holidays may be changed to conform to project agreements or plant operation.

App. B.8.4 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

APP. B.9 Pre-Job Meetings. Prior to starting a maintenance job the Employer shall arrange to meet with the business manager or his designee to establish the proper application of these rules. If this is impractical, a telephone call from the Employer to the business manager or his designee shall constitute a pre-job meeting. In the event any question therewith cannot be settled, the Employer and business manager or his designee shall arrange to meet with the vice president of the area to settle such question.

Note: Appendix B shall not apply to any job where App.B.9 has not been fully complied with.

APPENDIX C NATIONAL PENSION TRUST

APP. C.1 In the Agreement to which this is an appendix and in this appendix, the Boilermaker-Blacksmith National Pension Trust is referred to as "National Pension Trust," "Pension Trust," or "Trust," the Contractor is referred to as "Employer," and the Contractors are referred to as "Employers."

APP. C.2 Employer agrees to be bound by the Trust Agreement entered into as of June 2, 1960, establishing the Boilermaker-Blacksmith National Pension Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.

APP. C.3 Payment of Employer contributions to the National Pension Trust in the amount specified in the Agreement to which this is an appendix shall be made on the dates and in the manner and form prescribed by the Trustees of said Trust; provided that no contributions shall be made prior to the receipt of such Trustees of a ruling from the Internal Revenue Service to the effect that the Pension Plan under said Trust qualifies under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling contributions shall be

payable as of the effective date specified in the Agreement to which this is an appendix.

APP. C.4 Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Trust.

APP. C.5 Employer hereby authorizes and directs the committee named in this Agreement as representing the Employers, and as to the future, the committee representing Employers named in the then current Agreement successor to this Agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement:

App. C.5.1 Execute the Trust Agreement establishing the National Pension Trust:

APP. C.5.2 Exercise any rights, powers, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Trust and to remove or vote for or against the removal of any Employer Trustee of the Trust;

APP. C.5.3 Exercise any and all other rights in connection with or relating to the National Pension Trust or the Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

APP. C.6 Employer hereby irrevocably designates the Employer Trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employer's) representatives for the purposes set forth in said Trust Agreement.

APPENDIX D AREA APPRENTICESHIP FUNDS

APP. D.1 In the Agreement to which this is an appendix and in this appendix, the

Boilermakers Area Apprenticeship Funds are referred to as "Area Apprenticeship Funds" and "Funds." The National Joint Apprenticeship Board is composed of an equal number of Employer and Union representatives selected to represent the various areas established by the Trust Agreement. The "committee" is the Employers' or Contractors' negotiating committee. The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

APP. D.2 Employer agrees to be bound by the Agreement and Declaration of Trusts establishing the Boilermakers Area Apprenticeship Funds and by any amendments to said Trust Agreements.

APP. D.3 Payment of Employer contributions to the Boilermakers Area Apprenticeship Funds shall be made on the dates and in the manner and form prescribed by the National Joint Apprenticeship Board of said Funds.

APP. D.4 Employer hereby authorizes and directs the committee in this Agreement named as representing the Employers and, as to the future, the committee names in the then current Agreement successor to this Agreement with the Union or any local thereof, to do each and all of the following in his (Employer's) name and on behalf, either

individually or in conjunction with other Employers covered by this Agreement:

App. D.4.1 Execute the Agreement and Declaration of Trusts establishing the Boilermakers Area Apprenticeship Funds;

APP. D.4.2 Exercise any rights, powers, and authority given or provided by said Trust Agreements or any amendments thereto to elect, select, appoint, or to vote for one Employer member of the National Joint Apprenticeship Board and a successor Employer member of such Board and to remove or vote for or against the removal of any Employer National Board Member selected under this Agreement.

APP. D.4.3 Exercise any and all other rights in connection with or relating to the Boilermakers Area Apprenticeship Funds or its Trust Agreements, which are given the Employer, either individually or together with other Employers, under said Trust Agreements.

In exercising or in not exercising the power and authorities granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more other members of the committee, to vote or to execute any document on behalf of the committee

and/or Employer and/or all of some of the other Employers covered by this agreement.

APPENDIX E VACATION TRUST FUND

App F 1 In the Agreem

APP. E.1 In the Agreement to which this is an appendix and in this appendix, the field construction Boilermakers Vacation Trust is referred to as "Vacation Trust."

APP. E.2 The Employer agrees to be bound by the Trust Agreement entered into as of January 1, 1964, establishing the field construction Boilermakers Vacation Trust and by any amendments to said Trust Agreement and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union of the Board of Trustees.

APP. E.3 Payment of Employer contributions to the Vacation Trust in the amount specified in the Agreement to which this is an appendix shall be made on the date and in the manner and form prescribed by the Trustees of said Trust.

APP. E.4 The Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security number, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Trust.

App. E.5 The Employer hereby authorizes and directs the committee named in this Agreement as representing the Employers, and as to the future, the committee representing Employers named in the then current Agreement successor to this Agreement with the Union or any local thereof to do such and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement.

11 12 13

14

15

3

4

5

6

7

8

9

10

APP. E.5.1 Execute the Trust Agreement establishing the field construction Boilermakers Vacation Trust and any amendments thereto;

16 17 18

19

20

21

22

23

24

App. E.5.2 Exercise any rights, power, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more Employer Trustees and successor Employer Trustees of the Trust, and to remove or vote for or against the removal of any Employer Trustees of the Trust;

App. E.5.3 Exercise any and all other rights in connection with or relating to the Vacation Trust or the Trust Agreement, which are given the Employer, either individually or together with other Employers under said Trust.

31 32 33

34

29

30

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and

in accord with the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members of the committee, to vote or to execute any document on behalf of the committee 7 and/or Employer and/or all or some of the other Employers covered by this Agreement.

pursuant to said Trust Agreement, and their successors collectively, as his Employer's representatives for the purposes set forth in

App. E.6 The Employer hereby irrevocably designates the Employer Trustees appointed

15 said Trust Agreement. 16

10

11

17

18

19

20

21

22

23

APPENDIX F CONSTRUCTION BOILERMAKER JOURNEYMAN TRAINEE

In order to provide adequate numbers of boilermaker journeyman trainees readily available, a registration list shall be maintained and the number of registrants at any one time shall not exceed a 1-to-12 ratio of qualified construction boilermakers registered with the referral system.

27 28 29

APP. F.1 Hiring rate for construction boiler-30 maker journeyman trainees will be as follows: 50% of journeyman's rate for first 2000 hours; 60% of journeyman's rate up to 4,000 hours; 70% of journeyman's rate up to 6,000 hours; 80% of journeyman's rate up to 8,000 hours.

APP. F.2 Construction boilermaker journeyman trainees will be assigned by the Employers to perform any work which is normally performed by field construction boilermakers that falls within the capability of the employee.

APP. F.3 A proper ratio of construction boilermaker journeyman trainees to journeyman and apprentices will be referred, when available and in accordance with this Agreement, to perform all work which they are capable of safely performing with the proper supervision.

App. F.4 No Employer who fails or refuses to hire field construction boilermaker apprentices when available in accordance with the agreed upon ratio of apprentices to journeymen will be allowed to employ construction boilermaker journeyman trainees. An Employer may request up to 30% of the crew as construction boilermaker journeyman trainees to supplement the requirement for apprentices if the required number of apprentices cannot be filled by the Union. The limited ratio of construction boilermaker journeyman trainees may be adjusted to meet the needs of a job by agreement between the Employer and the business manager. Construction boilermaker journeyman trainees shall, without exception, be hired exclusively through the Union referral procedure.

APP. F.5 Construction boilermaker journeyman trainees shall, after completing 8,000 hours, become eligible for possible advancement to field construction boilermaker journeymen. Construction boilermaker journeyman trainees will receive the same credit hours as apprentices for welding tests, rigging evaluation and tests, and related skill experience.

APP. F.6 A construction boilermaker journeyman trainee who establishes his qualifications as a certified welder under Code requirements will be advanced to the field construction boilermaker journeyman's rate of pay for the full shift when he is required to perform Code welding for any part of the shift.

APP. F.7 Construction boilermaker journeyman trainees shall be subject to all other terms and conditions of the Missouri River Basin Agreement.

APP. F.8 The parties agree to cooperate in making and keeping reasonable and uniform records on the progress of construction boilermaker journeyman trainees. Construction boilermaker journeyman trainees will be issued ID cards showing status. Referral applications will clearly designate construction boilermaker journeyman trainee status and applicable rate of pay due under this appendix.

Signatory Contractors

A & B Welding & Construction Inc 8021 199th Ave NW Elk River MN 55330

763-757-7191

Acme Erectors Inc 7212 Weil Ave St Louis MO 63119 314-647-1923

Alberici Constructors 8800 Page Avenue St Louis MO 63114 314-733-2000

All Temp Inc 4915 Stilwell St Kansas City MO 64120

American Energy Mechanical Services Inc 14500 Parallel Ste D Basehor KS 66007 913-724-3722

AmStar Surface Engineering 14173 NW Freeway # 139 Houston TX 77040 832-212-0963

Andee Boiler & Welding Co 7649 S State St Chicago IL 60619 312-874-9020 Antelope Construction Corp PO Box 922 Price UT 84501

Price UT 84501 801-474-1933

Apex Insulation 4976 F St Omaha NE 68117 402-733-7650

API Construction Co 2366 Rose Place St Paul MN 55113 612-636-4320

Associated Mechanical Inc

P 0 Box 2448

Shawnee Mission KS 66201

913-782-8500

Atlantic Plant Maintenance Inc 3225 Pasadena Blvd Pasadena TX 77503 713-740-8000

B & D Industrial Construction Inc 9900 E 56th St Raytown MO 64133 816-313-9900

Babcock & Wilcox Const Co Inc 74 Robinson Ave Barberton OH 44203 330-860-6345

Berry Industrial Maintenance 1950 Dodge Rd NE Ste 101-B Cedar Rapids IA 52402 319-395-7452

BHA Group Inc 8800 E 63rd St Kansas City MO 64133 816-356-8400

Oscar J Boldt Constr Co PO Box 419 Appleton WI 54912 920-739-6321

J Bradley Construction Co PO Box 50 Bonne Terre MO 63628 573-358-7645

Brockmiller Construction Inc 14 N Middle PO Box 387 Farmington MO 63640 314-756-2516

Brothers Mechanical Contractors 1821 N Topping Kansas City MO 64120 816-231-1001

Cherne Contracting Corp PO Box 975 Minneapolis MN 55440 612-944-2650 Christensen Refractory 1245 Laredo Ave Pisgah IA 51564 712-456-2205

Christy Industrial Services 4641 McRee St Louis MO 63110 314-773-7500

CIMCO 2199 Innerbelt Business Ctr Dr St Louis MO 63114 314-731-8181

Combustion Heat and Power 242 Fillmore Ave E St Paul MN 55107 612-298-1106

Construction Design Inc 5621 Kansas Ave Kansas City KS 66106 913-287-0334

Construction Management Inc 108 Jackman St Georgetown MA 01833 978-352-2421

Continental Steel & Conveyor Co 1600 Dora Ave Kansas City MO 64106 816-471-7200

Core 10 Field Services 1281 Debbie Lane Rogersville MO 65742 417-773-2700 Corrigan Co Mech Contrs 3545 Gratiot St St Louis MO 63103 314-771-6200

R M DeBraal & Son Inc 1121 Aspen Rd Kohler WI 53044

Delta Fiberglass Structures 1235 S Pioneer Rd Salt Lake City UT 84104 801-977-0091

Despenas Welding 1074 250th St Sheffield IA 50475 641-892-8053

Egan Mechanical Contractors 7625 Boone Ave N Brooklyn Park MN 55428 612-591-5528

Enerfab Inc 4955 Spring Grove Ave Cincinnati OH 45232 513-641-0500

Enerfab Inc 4351 Clary Boulevard Kansas City MO 64130 816-923-3100

Energy & Air Systems Inc 806 Hughitt Ave Superior WI 54880 715-392-9115 Foley Company 7501 Front St Kansas City MO 64120 816-241-3335

Four Star Construction Inc 7500 Tower Ave Superior WI 54880

Gagnon Inc 2286 Capp Rd St Paul MN 55144 612-644-4301

George P Reintjes Co Inc 3800 Summit Kansas City MO 64111 816-756-2150

Gibson Hart Co 9701 W 128th St Overland Park KS 66213 913-829-0100

Gillespie & Power Inc 9550 True Dr St Louis MO 63132 314-423-9460

Gross Mechanical Contractors 3622 Greenwood Blvd St Louis MO 63143 314-645-0077

Hayes Mechanical Inc 2160 N Ashland Ave Chicago IL 60614 773-784-0000

Heartland Energy Maintenance 2815 North 11th St Omaha NE 68110 402-345-3223

Helmkamp Construction Co #1 Helmkamp Dr Wood River IL 62095 618-251-2600

John Hennes Trucking Co 4100 W Lincoln Ave Milwaukee WI 53215 414-672-3470

Hess Engineering Inc PO Box 6 Mequon WI 53092

414-243-9699

816-364-1581

435-687-2488

406-549-1706

IHP Industrial Inc 1701 S 8th St St Joseph MO 64502

Industrial Power Contractors Inc PO Box 922 Price UT 84501

Industrial Services Co PO Box 749 Frenchtown MT 59834

Industrial Welders & Machinists PO Box 16720 Duluth MN 55816 218-628-1011 Insulation Installations 6280 Knox Industrial Dr Ste100 St Louis M0 63139 314-644-5323

Integra 3071 Mercantile Industrial Dr St Charles MO 63301 636-946-3000

Inter - Mountain Threading 1964 E First PO Box 50588 Casper WY 82605 307-234-2058

The Jamar Company 4701 Mike Colalillo Dr Duluth MN 55807 218-628-1027

Jayhawk Millwright & Erectors Co Inc 811 South Coy Kansas City KS 66105

Carl E Johnson Plbg & Htg Inc PO Box 26 Milaca MN 56353 612-983-2171

Kenny Boiler & Manufacturing 344 E University Ave St Paul MN 55101 612-224-7471

Kickham Boiler & Engineering 625 E Carrie Ave St Louis MO 63147 314-261-4786 68 The Knopke Company 1821 North Topping Kansas City MO 64120 816-231-1001

A W Kuettel & Sons 1225 Port Terminal Dr Duluth MN 55802 218-722-3901

L & W Construction PO Box 16 Lohman MO 65053 573-782-4415

Lakehead Constructors Inc 2916 Hill Ave Superior WI 54880 715-392-5181

Locke Equipment Sales Co 1917 E Spruce Olathe KS 66062 913-782-8500

Logan & Company PO Box 905 Coffeyville KS 67337

Lopez & Associates Inc 7975 Industrial Dr Forest Park IL 60130 708-386-8050

Lundeen Coatings Corp 14548 Manzanita Ave Fontana CA 92334 714-350-2631 M J Mechanical 3830 Washington Ave Ste 126 St Louis M0 63108 314-446-0972

Manh Works 5406 N Lydia Kansas City MO 64118

Maxim Construction Inc 5922 S Broadway St Louis MO 63111 314-481-4111

MC Industrial Inc 3117 Big Bend Blvd St Louis MO 63143 314-646-4100

McDermid's Welding Box 690 Biwabik MN 55708 218-865-6533

Merco Thermotec Inc 7711 N 81st St Milwaukee WI 53223 414-961-3200

Mid - America Pipe Fabrication Box 300 Scammon KS 66773

Midwest Energy Maintenance Co 732 N 129th St Omaha NE 68154 402-578-1480

Midwest Mechanical Contractors 13800 Wyandotte St Kansas City MO 64145 913-469-2200

Midwest Power Corp 8800 E 63rd St Kansas City MO 64133 800-638-2798

Eddie Moore Mechanical Services 4081 N Thompson Rd Columbia MO 65202 314-474-4895

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

Mossman Consulting Services PO Box 923 Walker MN 56484 218-547-3891

Murphy Brothers Inc 3150 5th Ave East Moline IL 61242

Murphy Co Mechanical Contractors 1233 N Price Rd St Louis MO 63132 314-997-6600 National Boiler Works Inc 4556 Industrial Pkwy Cleveland OH 44135 216-377-1700

Neumann Insulation Co 7292 Morris Thomas Rd West Cloquet MN 55720

Neundorfer Inc 4590 Hamann Pkwy Willoughby OH 44094 216-942-8990

New Mech Companies Inc 1633 Eustis St St Paul MN 55108 651-645-0451

Nooter Construction Co 1500 S Second St St Louis MO 63104 314-421-7600

North Country Welding 2396 Jade St Mora MN 55051 320-679-5142

North Point Boiler & Combustion Co 206 E 12th Ave North Kansas City MO 64116 816-842-4175

Northern Industrial Erectors 2500 Glenwood Dr Grand Rapids MN 55744 218-326-8466 O'Leary Construction PO Box 143 Ranier MN 56668 218-283-9451

P & S Electric Inc 400 Kelly Ln PO Box 493 Louisiana MO 63353 573-754-5077

Patent Construction Systems 1492 Kin Ark Ct St Louis M0 63132 314-997-7520

PBBS Equipment Corporation 3329 Mike Collens Dr Eagan MN 55121 651-686-7227

Pioneer Power Inc 570 Hatch Ave St Paul MM 55117 651-488-5561

Piping & Equipment Co Inc 3505 N Topeka St Wichita KS 67219 316-838-7511

Plibrico Company LLC 2815 North 11th St Omaha NE 68110 402-345-3223

Precision Erecting Inc 5503 18th Ave Kenosha WI 53140 Price Erecting Inc 10910 W Lapham St Milwaukee WI 53214 414-778-0300

PSF Industries Inc 65 S Horton St Seattle WA 98134 206-622-1252

R & P Industrial Chimney Co Inc 244 Industry Pkwy Nicholasville KY 40356 859-887-2265

Ragan Mechanical Inc 702 W 76th St Davenport IA 52806 563-326-6224

Rand & Son Construction Co 1428 W 9th St Kansas City MO 64101 816-421-4143

Regis Maintenance Contractors 900 S Campbell Ave Chicago IL 60612 312-733-4100

Ray Riihiluoma Inc 1415 Highway 33 So Cloquet MN 55720

RTW Refractory 3155 Broadway Avenue Evansville IN 47712 812-468-4299

70

Safe Way Mechanical 9021 Little Indian Creek Rd Lonedell MO 63060 636-629-1907

Scheck Industrial Corporation 3731 12th St Carlyle IL 62231 618-594-8190

Senne Company 2001 NW Hwy 24 Topeka KS 66618 785-235-1015

Spartan Constructors LLC PO Box 8651 Spartanburg SC 29305 864-591-2002

F S Sperry Company 1907 Vanderhorn Memphis TN 38134 901-373-9000

Spirtas Wrecking Company 951 Skinker Pkwy St Louis MO 63112 314-862-9800

St Louis Metallizing Co 4123 Sarpy Ave St Louis MO 63110 314-531-5253

Technical Asbestos Control PO Box 3340 Rock Island IL 61204 309-786-2750 Technical Erectors Inc 3130 Excelsior Blvd Minneapolis MN 55416 612-285-6789

Thornburgh Companies 6280 Knox Industrial Dr St Louis MO 63139 314-644-5323

Tidewater Construction Corp PO Box 57 Norfolk VA 23501

Trivis Inc 180 Chandalar Place Dr Pelham AL 35124 205-620-5787

Truck Crane Service Co 2875 Highway 55 Eagan MN 55121 651-406-4949

Union Midwest Inc 3254 Highway UU Union MO 63084 314-583-8836

Union Power Constructors Inc 2788 Circleport Dr Erlanger KY 41018 606-283-1230

UPC Services Inc 281 Buttermilk Pike Ft Mitchell KY 41017 859-331-4443 Vidmar Iron Works Inc Box 507 Mountain Iron MN 55768 218-735-8228

Wanzek Construction Inc PO Box 2019 Fargo ND 58107

Western Blow Pipe 5922 S Broadway St Louis MO 63111 314-481-4111

White Construction Inc PO Box 249 Clinton IN 47842 765-832-8526

Williams Plant Services LLC 2076 West Park Place Stone Mountain GA 30087 770-879-4000

Williams Refractory Service Inc 28800 NE Colbern Rd Lee's Summit MO 64086

Wolf Construction Inc 5630 SW Randolph Topeka KS 66609 785-862-2414

Wolin & Associates Inc 1720 Fuller Rd West Des Moines IA 50265 515-243-5191 Wrigley Mechanical Inc Box 1516 Fargo ND 58107 701-235-7381

Young Insulation Group of St Louis 1054 Central Industrial Dr St Louis MO 63110 314-776-1400

Zack Power & Industrial Co 824 Morganza Rd Canonsburg PA 15317 724-745-6321

MISSOURI RIVER BASIN ARTICLES OF AGREEMENT Index

index	
Agreement Qualifications	MOST (Mobilization, Optimization, Stabilization & Training)
Annuity Trust	MUTUAL PERMISSIVE CONDITIONS52
Apprenticeship Funds56	Non-Discriminatory Referral9
Apprenticeship Training	Overtime and Holidays
Bond Requirement	Pay Day20
Checkoff5	PENSION TRUST
CONTINUITY OF WORK	PIECE WORK, LIMITATION, AND CURTAILMENT OF PRODUCTION
DURATION OF AGREEMENT39	Pre-Job Meetings53
EQUAL TREATMENT	Preamble
Exclusive Referral	Recognition4
FUNCTIONS OF MANAGEMENT	SAFETY MEASURES32
GRIEVANCE AND ARBITRATION PROCEDURE	SCOPE AND PURPOSE OF AGREEMENT
HEALTH & WELFARE	Scope of Work
HIRING AND TRANSFER OF MEN	SELECTIVITY
Hours of Work	SHIFTS
Јов Notice	SIGNATORY CONTRACTORS65
JOB SITE SUBCONTRACTING	Supervision
LODGING	Trade Jurisdiction
MAINTENANCE AND REPAIR	Trainee

MINIMUM PAY AND REPORTING TIME17

Transfer of Employees	, 51
Transportation	. 52
Travel Allowance	. 52
Union Representation and Access to Jobs	. 20
Union Security and Checkoff	5, 7
VACATION	, 59
Wage Scales	.24