

S T A C K A N D L I N E R A G R E E M E N T

This Agreement is entered into by and between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and the Company, whose name and address appear below, along with the signature of the Company's authorized representative, for the purpose of providing for the necessary skills paramount to safe operation of the work specified in the "SCOPE" paragraph below. In view of the extreme hazards involved, the following dispensations are agreed to:

SCOPE

This Agreement covers erection, alterations and repairs of stacks and stack liners, in connection with powerhouses and industrial facilities. Breeching, flues, and/or transition pieces that protrude outside of stack to the first (1st) breeching joint shall be considered a part of this Agreement if included in contractors scope of work.

CONDITIONS

The Union agrees that the Company may bring the first five (5) boilermakers, including the Foreman or General Foreman, onto the job, who shall comply with the Rules and Regulations set forth in this Agreement and the Local Agreements.

On any job requiring shift work, the Company may bring the first three (3) men and Foreman for each shift.

The Local Union will be allowed at least one (1) qualified boilermaker on each job, regardless of the number of boilermakers required; any additional boilermakers will be acquired through the Local Union Office, providing the Local Union can provide qualified boilermakers to perform the work.

The Company agrees to abide by all rules of the Local Agreement except the terms set forth herein.

When practical, the Company shall, at least thirty (30) days prior to the starting date of each job, notify the Business Manager of the area in which the job is to be performed, the job location, the scheduled starting date, and the approximate number of boilermakers required to perform the work.

The Company agrees to pay all boilermakers and Foreman or General Foreman on work defined in the "SCOPE" paragraph, at least 50¢ per hour more in wages than that provided in the Local Agreement.

The Company shall check-off the field dues from the boilermaker employees' weekly pay check and transmit such deducted field dues to

the Local Union within one (1) week from date of deduction. The amount to be deducted as field dues shall be determined by the Local Lodge, for the area in which the job is being performed.

UNION SECURITY

As of the effective date of this Agreement, all employees under the terms of this Agreement must become members of the International Brotherhood; the employees hired after the effective date of this Agreement shall be or become 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.) (Provisions in second paragraph under "CONDITIONS" excluded.)

In the event Federal legislation should be passed changing Union Security regulations in the construction industry, upon proper notice by either party this Article shall be opened for further negotiations.

This Agreement shall be effective in all areas of the United States of America where the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers has jurisdiction and will be made available to other qualified Contractors covering the particular work specified in the "SCOPE" paragraph above.

This Agreement shall become effective this _____ day of _____, 19____ and may be cancelled by either party upon thirty (30) days written notice to the other party. Changes to this Agreement may be made at any time by mutual consent.

International President

Contractor Representative

Contractor

Address

City State Zip

Phone Number