

The National Construction Agreement



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THE NATIONAL CONSTRUCTION AGREEMENT

PREAMBLE

The Agreement entered into this first day of August, 2002, between the North American Contractors Association, hereinafter referred to as the "Association", on behalf of its member companies who become signatory hereto, hereinafter referred to as the "Employers" or individually as the "Employer"; and the Building and Construction Trades Department, AFL-CIO, the National and International Unions, who become signatory hereto, hereinafter referred to as the "Unions" or individually as the "Union", and those local unions affiliated with such National and International Unions who accept the terms of this Agreement by virtue of accepting the benefits of the Agreement on specific projects covered by the Agreement and/or by referring employees to work on such projects.

The Agreement shall be binding on the member companies or member divisions only, and shall apply to parents, affiliates, subsidiaries or other divisions of a member company or Division only after signature by such parent, affiliate, subsidiary, or other division of a member company or Division.

Each Employer shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or dispute between the signatory Union(s) and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Employer party to this Agreement.

Furthermore, each Union and/or its local unions shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a signatory Union or its locals shall not affect the rights, liabilities, obligations and duties between the signatory Employer and other Unions (or their locals) party to this Agreement.

WHEREAS, the Employer is engaged in the construction of industrial operating and/or manufacturing facilities, and

WHEREAS, The Unions have in their membership and in their local unions throughout the United States, competent, skilled and qualified workers possessing the skills and abilities required to perform the work incidental to the effective accomplishment of such construction work, and

WHEREAS, the Employers and the Unions desire to mutually establish wages, hours and working conditions for the workers employed on construction projects by the Employers, and further, to encourage close cooperation between the Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW, THEREFORE, the Employers and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

PURPOSE

Section 1-1. The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 1-2. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work undertaken by the Employer.

ARTICLE 2

RECOGNITION

Section 2-1. The Employer recognizes the Building and Construction Trades Department and the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement. Unions signatory to this Agreement will have recognition on the approved project of the Employer.

ARTICLE 3

SCOPE OF AGREEMENT

Section 3-1a. It is the intent of the parties that this Agreement be utilized as a construction agreement throughout the United States.

Section 3-1b. This Agreement and its addendums and interpretations shall apply to projects that meet the criteria established by the North American Contractor Association (NACA) and the Building and Construction Trades Department (BCTD) and approved in accordance with Section 4.1.

Section 3-2. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

Section 3-3. This Agreement represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement. It is understood that this is a self-contained stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Employer nor its subcontractors or sub-tier subcontractors will be obligated to sign any other local, regional or national agreement. Where a conflict exists over the intent of this Agreement, it shall be submitted to the Joint Administrative Committee as outlined in Section 4-3.

ARTICLE 4

APPLICATION AND ADMINISTRATION OF AGREEMENT

Section 4-1. The National Construction Agreement shall apply to projects meeting the scope of the Agreement. Employer requests for the Agreement will be submitted by electronic means to the office of the BCTD. The BCTD shall, within ten (10) business days or less following the receipt of the request, inform the Employer whether the Agreement may be applied to the Employer's Project. Approval shall not be unreasonably withheld if the project meets the criteria established by the NACA and the BCTD.

Section 4-2. The parties to this Agreement shall establish a National Construction Agreement Joint Administrative Committee (JAC). The BCTD and NACA shall each be responsible to determine the number of individuals to be appointed to represent each organization on the Joint Administrative Committee.

Section 4-3. The Joint Administrative Committee shall establish procedures for its operation and responsibility, and shall meet not less than once each year to review the operation of this Agreement. The JAC shall monitor all projects, and shall be empowered to resolve any dispute over the intent of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5-1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE 6

REFERRAL OF EMPLOYEES

Section 6-1. The Employer shall have the unqualified right to select and hire directly all supervisors it considers necessary and desirable without such persons being referred by the Unions and/or their respective local unions. Applicants for the various classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions and/or their respective local unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 6-4. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective local unions. This Section is subject to the provisions of Article 18, Section 18-2, and Article 3, Section 3-2.

Section 6-2. The Unions represent that their local unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way

by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 6-3. In the event the referral facilities maintained by the local unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

Section 6-4. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 6-5. The Unions and their respective local unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 6-6. The Unions and their respective local unions will exert their utmost efforts to recruit sufficient numbers of skilled employees to fulfill the manpower requirements of the Employers.

Section 6-7. The signatory Employer shall have the right to assign key employees to the approved project. Key employees are defined as employees who possess special skills or abilities and are not readily available in the area. The number and type of key employees to be assigned to a project shall be determined by the Employer and the Union with such resolution directed toward obtaining maximum management effectiveness for the signatory Employer.

Section 6-8. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

ARTICLE 7

ABSENTEEISM

Section 7-1. The Employers and the Unions agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Employer to the appropriate referral facility and the Employer shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on that project for a period of no less than ninety (90) days.

ARTICLE 8

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 8-1. The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 8-2. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be worked out between the Employer and the BCTD. Project schedule, manpower requirements, the geographic locations of the project and other appropriate factors, will be taken into consideration by the parties in reaching an understanding on work schedules.

Section 8-3. Any employee reporting for work and for whom no work is provided, except due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or designated representative. The provisions of this Section are not applicable where the employee voluntarily quits or is off by reason of a strike, or as provided in Section 8-5 of this Agreement, in which case he shall be paid for the actual time worked.

Section 8-4. The first two (2) hours performed in excess of the standard work day Monday through Friday, shall be paid at the rate of time and one-half. Compensation for Saturday will be time and one-half. There shall be no pyramiding of overtime pay. All work performed on Sundays and in excess of ten (10) hours a day shall be paid the overtime rate as stated in the appropriate local agreement, but not to exceed double the straight time rate of pay.

Section 8-5. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to wait in a designated area available for work the employees will be compensated for the waiting time.

Section 8-6. Shifts may be established when considered necessary by the Employer.

(a) Shift hours and rates will be as follows:

- | | |
|--------------|--|
| First Shift | Eight (8) hours pay for eight (8) hours worked plus one-half (½) hour unpaid lunch period. |
| Second Shift | Eight (8) hours pay for seven and one-half (7½) hours worked plus one half (½) hour unpaid lunch period. |
| Third Shift | Eight (8) hours pay for seven (7) hours worked plus one-half (½) hours unpaid lunch period. |

(b) Shifts shall be established and continued for a minimum of three (3) consecutive work days.

(c) If only two shifts are to be worked, the Employer may regulate starting times of the two shift operations to permit the maximum utilization of daylight hours.

Section 8-7. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double the straight time rate.

Section 8-8. Holidays in lieu of those in Section 8-7 above may be established by agreement between the Employer and the BCTD.

ARTICLE 9

SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Section 9-1. Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Employer. The Employer will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Employer by individuals of his choice.

Section 9-2. All employees will comply with the security procedures established by the Employer.

ARTICLE 10

WAGE SCALES AND BENEFITS

Section 10-1. The Employer agrees to pay base hourly wage rates for those classifications outlined in Appendix A covering the signatory International Unions.

Section 10-1a. The Employer and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, etc. impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid on the approved project of the Employer. Exception: Does not apply to Cooling Tower and Stack Work because of unique construction format.

Section 10-1b. Base hourly wage rates other than those established in bona fide local collective bargaining will be settled between the Employer and the local Unions.

Section 10-2. The Employer agrees to pay employees benefit contributions as outlined in Appendix A.

Section 10-2a. The Employer and the Unions agree that only bona fide employee benefits as accrue to the direct benefit of the employee (such as pension, health and welfare, vacation, apprenticeship and training funds) shall be included in Appendix A and paid by the Employer on the approved project. Industrial promotion or administrative funds which do not accrue to the direct benefit of employee are not considered benefits for the purposes of this Agreement and need not be paid by the Employer on the approved project.

Section 10-2b. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 10-2c. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 10-3a. The parties agree to participate in the NACA-BCTD Labor-Management Cooperation Trust Fund, established under the authority of Sec (6b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Sec. 175(a) and Sec 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Sec. 186(c)(9).

Each NACA member Employer performing work on a project covered by this Agreement shall contribute to The NACA-BCTD Labor-Management Cooperation Trust (LMCT) the amount of two cents (\$0.02) per hour for each hour worked by each individual employee covered by this Agreement up to one million hours on the project covered by the Agreement. The

contribution rate will be reduced to one cent (\$0.01) per hour for each hour worked by each employee covered by this Agreement for all hours worked in excess of one million hours.

All subcontractors or lower tier subcontractors, shall contribute the amount of one cent (\$0.01) per hour for all hours worked on a project covered by this agreement to the LMCT regardless of hours worked on the project.

Payment shall be forwarded monthly to the LMCT in a form and manner to be determined by the Trustees. The Trust Fund is formed and created for the purpose of:

- a) developing/introducing new workplace technologies and practices;
- b) creating joint Employer/Union approaches to resolving issues affecting the construction industry;
- c) implementing the purposes of the Labor Management Cooperation Act of 1978;
- d) developing a productive dialogue with users of construction services;
- e) exploring ways of increasing productivity of both labor and management, and eliminating problems which reduce competitiveness and economic development in the construction industry;
- f) collecting and disseminating technical data on matters of concern to the construction industry, including but not limited to upcoming projects, hours worked and accidents;
- g) implementing programs to attract additional workers, including minorities and women, to the construction industry;
- h) exploring ways to improve the skills and number of construction workers through apprenticeship and journeyman training;
- i) developing innovative approaches to providing workers' compensation coverage; and
- j) investigating construction industry accidents for causes and ways to prevent similar accidents in the future.

Section 10-3b. The LMCT shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the LMCT and hereby adopt and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 10-3c. Employers who fail to pay contributions or other payments owed to the LMCT within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

Section 10-4a. NACA members performing work on a project covered by this Agreement shall contribute two thousand five hundred dollars (\$2,500) per project to The North American Contractors Association Contract Administration Trust Fund ("Contract Administration Fund"). Payment shall be made at the start of each project and forwarded to the North American Contractors Association in a form and manner to be determined by the Trustees. The Contract Administration Fund is an Employer-established trust formed and created for the purposes of establishing, implementing and administering uniform labor relations policies and for the negotiation and administration of the provisions of this

Agreement. The Contract Administration Fund is administered solely by a Board of Trustees selected by the Employers in accordance with the Trust Agreement. The Union shall have the right, not more than once per year, to independently audit the Contract Administration Fund.

Section 10-4b. The Contract Administration Fund shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Contract Administration Fund and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 10-4c. Employers who fail to pay contributions or other payments owed to the Contract Administration Fund within thirty (30) days of the date when such contribution or other payment are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE 11

APPRENTICES-TRAINEES/HELPERS/SUBJOURNEYPERSONS

Section 11-1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent employees in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 11-2. An Employer may employ pre-apprentices, trainee/helpers and/or subjourneypersons for Unions recognizing such classifications to perform such work which is customarily performed by their craft. The pre-apprentices, trainee/helper and/or subjourneypersons will not be a currently registered apprentice. The rate of pay and the number of employees to be employed in such classification shall be established for the project as outlined in Appendix A. It is understood by all parties that, however, those Unions who have not recognized such classification shall agree to furnish the Employer a sufficient number of apprentices to allow the Employer to be competitive for the project. The required ratio of apprentices for this specific project shall be established in accordance with Appendix A.

Section 11-3. Trainees/helpers and/or subjourneypersons may be reclassified to journeyperson status or to a registered Apprentice Classification, or a formal training program, as appropriate, when they have demonstrated their qualifications for such reclassification to the mutual satisfaction of the Employer and the local union involved.

ARTICLE 12

PAYMENT OF WAGES-CHECKING IN AND OUT

Section 12-1. Wages will be paid weekly by check on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week.

Section 12-2. The Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

ARTICLE 13

GRIEVANCE ADJUDICATION PROCEDURE

Section 13-1a. It is specifically agreed that in the event any disputes arise out of the interpretation of this Agreement, excluding questions of jurisdiction of work or violation of Article 20, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) calendar days after the alleged violation was committed, or if the violation was not ascertainable within five (5) calendar days of first knowledge of the facts giving rise to the grievance.

Section 13-1b. Grievances shall be settled according to the following procedure:

Step 1: The dispute shall be referred to the Business Representative of the local union involved or his designated representative and the Project Superintendent and/or the Employer's representative at the construction project.

Section 13-1c.

Step 2: In the event that the Business Representative of the local union and the Project Superintendent and/or the Employer representative at the construction site cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the International Union and the Labor Relations Representative of the responsible Employer.

Section 13-1d.

Step 3: In the event that the International Representative and the Labor Relations Representative of the Employer are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be referred in writing to the General President of the Union involved and the Home Office representative of the Employer. Any dispute over the intent of this Agreement not resolved in Step 3 shall be submitted to a Review Committee consisting of equal number of representatives appointed by NACA and the BCTD. Each member of the Committee shall have one (1) vote unless there are unequal numbers of Labor and Employer members in attendance. In that case, the under-represented members shall be entitled to cast the same number of votes as the other group's members in attendance.

Section 13-1e.

Step 4: If the dispute is not resolved within ten (10) calendar days after completion of Step 3, or, in the case of a dispute submitted to the Review Committee, ten (10) calendar days after a determination by the Review Committee, the Employer and the Union shall choose a mutually agreed upon Arbitrator for final and binding arbitration. The impartial Arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall

have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by the Employer and the involved Union.

Section 13-2. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 13-3. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 14

UNION SECURITY

Section 14-1. All employees covered by this Agreement now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement, and all employees hereinafter employed by the Employer, shall become members of the Union on the eighth (8th) day of their employment and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those States permitting Union Security.)

Section 14-2. In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) if he or she has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 15

CRAFT JURISDICTION

Section 15-1. The Employer(s) shall conduct a pre-job meeting for the purpose of discussing the scope and schedule of the work and intended work assignments. Except in emergency situations, final work assignments shall be made in writing no later than ten (10) days prior to the start of work.

Section 15-2. All signatory Employers on this project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. All jurisdictional questions between or among the parties to this agreement will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984

or any successor plan and all signatory Unions agree that the assignments of the Employer(s) shall be followed until the jurisdictional question is resolved in accordance with this Section.

Section 15-3. Violations of this Article are governed by Article 20.

ARTICLE 16

UNION REPRESENTATION

Section 16-1. Authorized representatives of the Unions and their local unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

Section 16-2. Each Union which is a party to this Agreement, or its applicable local union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer.

Section 16-3. On projects where the Owner's personnel may be working in close proximity of the construction activities the Unions agree that under any and all conditions Union representatives, Stewards, and individual employees will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

ARTICLE 17

TRAVEL AND SUBSISTENCE

Section 17-1. Travel expenses, travel time, subsistence allowance and/or zone rates shall not apply on the project of the Employer. For projects located in sparsely populated or geographically remote areas where such payments are mutually deemed in the best interest of the project, the Employer and the Union, or a Project Review Committee of the BCTD, shall negotiate the types and amounts of such payments.

ARTICLE 18

GENERAL WORKING CONDITIONS

Section 18-1. Employment begins and ends at each project site.

Section 18-2. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives. Craft foremen shall be designated working foremen at the request of the Employer.

Section 18-3. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the

trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 18-4. Employees shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 18-5. All equipment assigned to a project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual employee shall operate. In an emergency, foremen shall operate any equipment assigned by the Employer, and there shall be no restriction on foremen in the use of the tools of his craft in such emergency. The foremen shall be from the craft normally operating the equipment. In accordance with currently recognized craft jurisdiction, the Employer shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees within a reasonable distance of their primary duties or an employee may be assigned full time to start, stop and maintain the Employer's small, portable equipment on the job site. There shall be no over manning of this type of equipment.

The number of employees assigned to rigging and scaffolding operations shall be at the sole discretion of the Employer.

The ratio of journeyman to welders shall be determined solely by the Employer.

Section 18-6. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement, stand by crews and feather bedding practices will not be recognized.

Section 18-7. It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor's personnel.

Section 18-8. Neither the Union nor its local unions shall coerce or in any way interfere with the Owner's personnel, operation or facilities at the plant site. The Owner's right to contract directly with other companies for work at the plant site shall not be limited, and the Union shall cooperate and not interfere with the Employer's operations.

Section 18-9. It is agreed that overtime is undesirable and not in the best interest of the industry or the employees; therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances do exist, however, the Employer will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the job.

Section 18-10. There will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Section 18-11. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

Section 18-12. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer, and may be amended thereafter as necessary.

ARTICLE 19

SAFETY

Section 19-1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA.

These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 19-2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Unions or any of their local unions liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE 20

WORK STOPPAGES AND LOCKOUTS

Section 20-1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the Union, its applicable local Union or by any employee and there shall be no lockout by the Employer. Failure of any Union, local union or employee to cross any picket line established at the Employer's project site is a violation of this Article.

Section 20-2. The Union and its applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

Section 20-3. Neither the Union nor its applicable local union shall be liable for acts of employees for which it has no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of his office to cause the local union(s) to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local union. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of his office to cause the employees the local union represents to cease any violations of the Article. A local union complying with this obligation shall not be liable for unauthorized acts of employees it

represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

Section 20-4a. The Union(s) agrees that if any union or any other persons, whether parties to the Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

Section 20-4b. In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the project work affected by such activity at the Employer's discretion and without penalty.

Section 20-5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site during the term of this Agreement. Any Union or local union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or local union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 20-6.

Section 20-6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Article 15 is alleged, after the Union(s) and/or local union(s) have been notified of the fact.

Section 20-6a. The party invoking this procedure shall notify the individual designated by the Joint Administrative Committee, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the Building and Construction Trades Department, and the involved International Union President(s) and local union(s).

Section 20-6b. Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

Section 20-6c. The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

Section 20-6d. The sole issue at the hearing shall be whether or not a violation of this Article or Article 15 has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

Section 20-6e. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the

Arbitrator's Award as issued under Section 20-6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

Section 20-6f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

Section 20-6g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

Section 20-6h. If the Arbitrator determines that a violation has occurred in accordance with Section 20-6d above, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the affected Employer. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 20-3 of this Article.

Section 20-7. The procedures contained in Sections 20-6 through 20-6h shall be applicable to alleged violations of this Article and of Article 15. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 13.

ARTICLE 21

SUBCONTRACTING

Section 21-1. The Employer agrees that it nor any of its subcontractors will subcontract any work to be done on the project except to a person, firm or corporation party to this Agreement. Any contractor or subcontractor working on a project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE 22

AMENDMENTS

Section 22-1. Amendments to this Agreement, which are required to place the Employer in a more competitive position, may be established by the Employer and the Union(s), through the BCTD or under an appropriate provision of a National Agreement which directly addresses the competitive problem. Such an agreement shall be reduced to writing and shall be considered an extension and part of this Agreement for the particular project.

Section 22-2. Any need for interpretation which might arise from the application of the terms of an amendment, established under this Agreement, shall be referred directly to the Joint Administrative Committee for resolution.

ARTICLE 23

GENERAL SAVINGS CLAUSE

Section 23-1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 24

TERM OF AGREEMENT

Section 24-1. This Agreement shall be effective on all projects approved in accordance with the procedures set forth in Article 4 which commence after 12:01 a.m., August 1, 2002, and until 12:01 a.m., July 31, 2005, and shall continue in full force and effect from year to year thereafter unless changed or terminated as provided for in Section 24.2 of this Article. All project agreements negotiated prior to the effective date of this Agreement shall remain in full force and effect for the duration of that project unless the parties thereto agree otherwise.

Section 24-2. Either NACA or the BCTD, on behalf of its signatory International Unions, desiring to change or terminate this Agreement must notify the other side in writing at least sixty (60) days, but not more than ninety (90) days prior to the anniversary date of this Agreement. If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to such expiration date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established. Either party may treat this collective bargaining agreement as cancelled after the expiration date by giving written notice of such intent to the other party.

Section 24-3. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

Section 24-4. This Agreement shall remain in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement, or the Agreement has been approved for implementation in accordance with Article 4, Section 4.1.

ARTICLE 25

PROJECT APPROVAL

The Parties agree that this Agreement is applicable to the below specified project and shall remain in full force and effect for the duration of this project.

PROJECT: _____

LOCATION: _____

DATE APPROVED: _____ PROJECT NO. _____

EMPLOYER: _____ THE UNIONS: _____

CONTRACTOR: _____ AUTHORIZED BY: _____

SUBCONTRACTOR: _____	SUBCONTRACTOR _____
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AUTHORIZED BY: _____	AUTHORIZED BY: _____
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NATIONAL CONSTRUCTION AGREEMENT

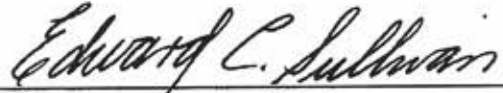
Signed and subscribed to this 1st day of August, 2002.

National Construction Agreement
Negotiating Committee

Building and Construction Trades
Department, AFL-CIO



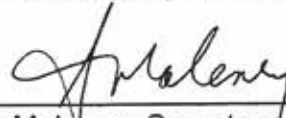
K.E. Hedman, Chairman



Edward C. Sullivan, President



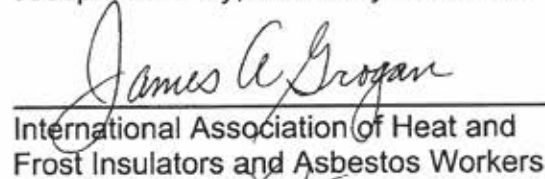
I. Caprone



Joseph Maloney, Secretary-Treasurer



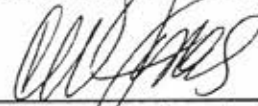
N. L. Theisen



International Association of Heat and
Frost Insulators and Asbestos Workers



R. P. Carter



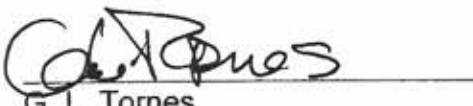
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers



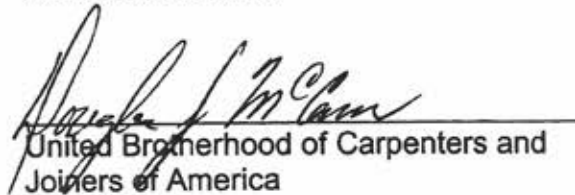
M. D'Antuono



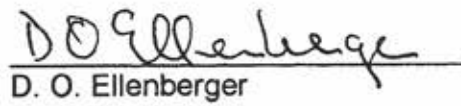
International Union of Bricklayers and
Allied Craftworkers



G. L. Tornes



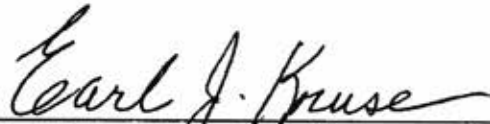
United Brotherhood of Carpenters and
Joiners of America

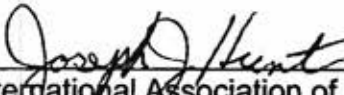


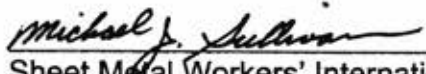
D. O. Ellenberger

NATIONAL CONSTRUCTION AGREEMENT


International Brotherhood of Electrical
Workers



United Union of Roofers, Waterproofers
and Allied Workers

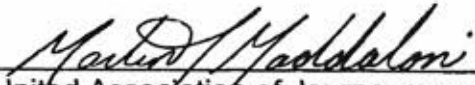

International Association of Bridge,
Structural, Ornamental and Reinforcing
Iron Workers

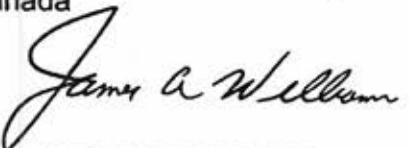

Sheet Metal Workers' International
Association


Laborers' International Union of
North America


International Brotherhood of Teamsters


Operative Plasterers and Cement Masons'
International Association of the U.S. and
Canada


United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the U.S. and Canada


International Union of Painters
and Allied Trades

North American Contractors Association
Building and Construction Trades Department, AFL-CIO

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #1

Article 3 – Scope of Agreement

In Section 3-3 which states "Those extraordinary requirements in conflict with the intent of this Agreement," it is understood by the parties to the Agreement that the Employer shall recognize the historical fabrication clauses contained in appropriate National Agreements.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Date: 2/17/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #2

Article 4 – Administration of Agreement

Provisions of Section 4-1 it is understood that the Labor portion of the Joint Administrative Committee shall be comprised of one representative from each International Union signatory to this Agreement and the National Building and Construction Trades Department.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Date: 2/17/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #3

Article 8 – Hours of Work

In Section 8-2 which deals with modification to the standard work week, it is the intent of this Agreement that in the event that all crafts cannot agree to a four (4) days per week – ten (10) hours per day work schedule, a cost effective compatible arrangement will be worked out.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Date: 2/17/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #4

Article 8 – Overtime

Section 8-4 It is understood the overtime provision which states "The first two (2) hours performed in excess of the standard work day Monday through Friday," is intended to apply to any overtime worked of two (2) hours or less duration before or after the regularly scheduled starting or quitting time of the established shift. The two (2) overtime hours or less will be compensated at one and a half (1 ½) time the hourly rate of pay.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 2/17/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #5

Article 10 -- Wage Scales and Benefits

It is understood that the basis for wage scales and employee benefit contributions as outlined in Appendix A shall be those rates which have been negotiated by the historically recognized bargaining agencies in the local area which has jurisdiction on the proposed project of the Employer.

When the Employer determines that modification of existing economic factors is necessary to be competitive, then the Employer shall propose those economic improvements to the local Unions involved and the International Unions agree to actively support and use the best effort of their office to assist the Employer in an expeditious manner in securing the most competitive position that will enhance a successful award.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 2/17/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation # 6

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-6: The National Construction Stabilization Agreement provides for the establishment of shifts when considered necessary by the employer, and that the shift hours and rates for the second shift would be eight (8) hours pay for seven or one half (7 & ½) hours worked plus one half hour unpaid lunch period, and for the third shift would be eight (8) hours pay for seven (7) hours worked plus one half hour unpaid lunch period.

A request to clarify the second shift rate was submitted to the Joint Administrative Committee which agreed as follows on shift rates:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that any employee who fails to work the full number of shift hours shall be paid for actual time worked plus the one half hour shift premium for the second shift or the one hour shift premium for the third shift.
- It was further agreed that with the above understanding, which provides for adding the appropriate shift premiums to the actual hours worked, there is no requirements for calculating a shift rate and overtime is therefore computed with the regular hourly rate for the appropriate overtime pay.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 10/2/87

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #7

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-6: The National Construction Stabilization Agreement provides for the establishment of shifts when considered necessary by the Employer, and shift hours and rates for the second shift would be eight (8) hours pay for seven and one half (7 & ½) hours worked plus one half hour unpaid lunch period, and for the third shift would be eight (8) hours pay for seven (7) hours worked plus one half hour unpaid lunch period.

A request to clarify the fringe benefit contribution to be paid on second and third shift was submitted to the Joint administrative Committee which agreed as follows:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that fringe benefit contributions shall be paid for the full 8 hours on the second shift if 7 & ½ hours are worked and the full 8 hours on the third shift if 7 hours are worked.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 10/4/1989

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #8

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-7 & 8-8 Holidays

A request was submitted to the Joint Administrative Committee to clarify the manner in which a holiday other than ones listed under Section 8-7 may be substituted on a specific project covered by the Agreement.

The Joint Administrative Committee has agreed on the following:

It is clear that recognition of a holiday other than the seven recognized holidays listed in Section 8-7 may be allowed where both conditions listed below are submitted to and approved by the Joint Administrative Committee:

- A. Unanimous approval by the local unions who are party to this Agreement to request substitution of a holiday to be observed for one of the recognized holidays in Section 8-7.
- B. Approval of the holiday substitution by the NCA employer on the project.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 12/20/1990

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #9

Article 8 – Hours of Work, Overtime, Shifts and Holidays

Section 8-2 Alternative to Standard Work Week

This section of the National Construction Stabilization Agreement recognizes that the standard work week of five 8 hour days may have to be modified for some projects for some special circumstances.

To clarify the procedure for implementing a modified work week arrangement, the Committee has agreed on the following:

1. The NCA contractor who wishes to implement a modified work week arrangement shall request authority to do so from the Joint Administrative Committee (JAC).
2. Upon the granting of approval by the JAC, the contractor shall submit the proposed terms of the modified work week arrangement to the local unions having jurisdiction over the project for their review and approval.
3. Terms and conditions of the modified work week schedule shall be incorporated as Appendix A for the approved project.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 5/22/1991

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #10

Article 8 – Hours of Work, Overtime, Shifts and Holidays

Under Section 8-6, it is understood that when an employee works through two (2) consecutive shifts, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 11/12/91

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #11

Article 8 – Hours of Work, Overtime, Shifts & Holidays

Section 8-1 “The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m., with one half-hour designated as an unpaid period for lunch.”

A request to clarify the matter of a second lunch break was submitted to the Joint Administrative Committee (JAC), which agreed as follows:

- When employees are required to work more than two (2) hours of overtime on any shift, the employer shall allow one half hour for a second meal break commencing at the start of the third overtime hour.
- The second meal break shall be considered unpaid, unless the provisions of the applicable local collective bargaining agreement provides otherwise. If employees are required to work through the second meal break, they shall be compensated an additional one half hour at the applicable overtime rate.

Signed:

Robert A. Georgine
Co-Chairman

Robert P. McCormick
Co-Chairman

Dated: 4/19/00

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #11

Second Meal Break

The intent of Interpretation #11 was to insure that all employees, including foreman and general foreman, receive a second meal break at the commencement of the third overtime hour of work. If a paid lunch break is provided for in the local collective bargaining agreement, than such lunch break will be compensated for per that agreement.

In the instant case a number of employees were required to report for work one half hour prior to the commencement of their regular scheduled shift. These employees that worked eight straight time hours and two additional hours of overtime.

It is the position of the company that these employees were not entitled to compensation for second meal break because they failed to work more than two consecutive hours of overtime from the start of the "regular" scheduled shift.

While the JAC did not specifically engage in addressing "what if scenarios" with respect to Interpretation #11, it was our intent to consider all overtime hours worked prior to and after the start of a regular shift in determining when a second lunch would be applicable.

Thus, the effected employees worked 2.5 hours of overtime and are entitled to be appropriately compensated for a second meal break.

Signed:

Nicholas A. Fiore

Co-Chair, Joint Administrative Committee

William P. Kaczorowski

Co-Chair, Joint Administrative Committee

Date: 8/3/00

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

Interpretation #11

Clarification – Second Meal Break

On April 19, 2000, the Joint Administrative Committee (JAC) rendered Interpretation #11 with respect to second meal breaks as they apply under the terms and conditions of the National Construction Stabilization Agreement (NCSA). Subsequent to this decision, we have been requested by the aforementioned parties to render a further clarification and we do so accordingly.

To reiterate, the intent of Interpretation #11 was to insure that all employees, including foreman, and general foreman, receive a second meal break at the commencement of the third overtime hour of work. Said meal breaks are unpaid, unless the provisions of the applicable local collective bargaining agreement provide otherwise.

Thus, commencing on the third hour of overtime employees are entitled to a second meal break. If the local collective bargaining does not provide for a paid meal break, it remains unpaid. However, in the event a local agreement provides for a paid meal break, i.e., eating lunch and receiving compensation at an applicable overtime rate or being paid a "meal allowance", then the employee shall be compensated the prescribed amount.

It was not the intent of the JAC to recognize or defer to any other terms and/or conditions contained in a local agreement pertaining to paid meal breaks other than the specific amount of compensation to be paid an employee(s). Such other terms and conditions are not applicable to NCSA signatory employers.

The parties are further advised that the JAC is the only body empowered to resolve any dispute over the intent and application of the NCSA.

Signed:

Nicholas A. Fiore
Co-Chair, JAC

William P. Kaczorowski
Co-Chair, JAC

Date: 8/30/00

**National Construction Agreement
(formerly National Construction Stabilization Agreement)**

NCS-94-128C

NCSA – Article 18, Section 18-7

We have reviewed the correspondence submitted by both parties with respect to the above referenced Article and respond as follows:

Article 18, Section 18-7 of the NCSA reads:

“It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor’s personnel.”

The purpose and intent of this Article was to ensure the client, whether public or private, that their right to have the aforementioned type of work performed by vendors or personnel of their choice, would not be abridged. In those instances where the client exercises this “right of control” over equipment or the contractors scope of work, it is incumbent upon the contractor and the union(s) to comply with the owner’s request.

We also note that in several instances where these issues have arisen the parties (contractor/owner/client) have been able to reach a resolution that has been mutually beneficial. We encourage you to continue to utilize this process.

As to other matters raised regarding the interpretation of “bidding documents”, notably Section 12800, “Installation of Government Furnished Equipment (GFE),” the JAC has no authority or jurisdiction to rule upon this issue. If the parties desire to pursue this matter further, they would be better served by seeking redress in another forum.

Signed:

Nicholas A. Fiore
Co-Chair, JAC

William P. Kaczorowski
Co-Chair, JAC

Date: 8/7/00

National Construction Agreement
Request Form

1. Name of Project			2. Date	
3. Name of Requesting Company		4. Name of Client		
5. Location of Project (city & state)				
6. Prime or General Contractor				
7. General Description of Project				
8. Award Date	9. Start Date	10. Duration	11. Project Dollar Value	
12. Name of Contractor Representative		13. Telephone Number/Fax Number		
14. Estimated Project Manpower				
Asbestos Workers		Laborers		
Boilermakers		Millwrights		
Bricklayers		Operating Engineers		
Carpenters		Painters		
Cement Masons		Pipefitters		
Electricians		Roofers		
Glazers		Sheet Metal Workers		
Ironworkers		Teamsters		
15. Work to be Subcontracted				
16. Article 22 Amendments Requested				
17. Contractor will recognize local union rates to be incorporated as Appendix A. <input type="checkbox"/> Contractor will negotiate wage and fringe rates with local unions. <input type="checkbox"/>				
18. Remarks				
19. Accepted by B&CTD <input type="checkbox"/> Date				



CONTRIBUTION FORM



The NACA-BCTD LABOR-MANAGEMENT COOPERATION TRUST FUND

(As provided for in the National Construction Agreement (NCA))

EMPLOYER INFORMATION

Date _____ Person Completing This Form: _____ (Name, Title)

Employer: _____ (Name)

Project Address: _____ (Street) _____ (PO Box) _____ (City, State, Zip)

_____ (Phone) _____ (Fax) _____ (E-Mail)

PROJECT INFORMATION

Project Name: _____ NCA# : _____

Address: _____ (City, State) _____ NCA Holder: _____

CONTRIBUTION INFORMATION

The man-hours provided below are for the month/year of _____, _____

CRAFT:	HOURS WORKED:	CRAFT:	HOURS WORKED:
Asbestos Workers		Laborers	
Boilermakers		Millwrights	
Bricklayers		Operating Engineers	
Carpenters		Painters	
Cement Masons		United Association	
Electricians		Roofers	
Glaziers		Sheet Metal Workers	
Iron Workers		Teamsters	

NOTE:

- The contribution rate for NACA members is \$.02/man-hour worked up to one million hours and \$.01/man-hour worked in excess of one million hours.
- The contribution rate for all subcontractors is \$.01/man-hour worked.

DISTRIBUTION:

Mail one (1) copy of this form along with a check for your contribution to the address below.

Total Hours = _____ x _____ ¢/hr = _____ Total contribution enclosed.

MAKE CHECK PAYABLE TO:
 NACA-BCTD LABOR-MANAGEMENT COOPERATION TRUST FUND

FORWARD TO:
 NACA-BCTD Labor-Management Cooperation Trust Fund
 PO Box 1954
 Merrifield, VA 22116-1954





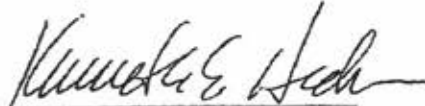
NATIONAL CONSTRUCTION AGREEMENT

INTERPRETATION #1

ARTICLE 3-SCOPE OF AGREEMENT

It is understood by the parties to the Agreement that the Employer shall recognize the historical fabrication clauses contained in appropriate National Agreements.

Signed:



Co-Chairman



Co-Chairman

Date: Nov 13-02



NATIONAL CONSTRUCTION AGREEMENT

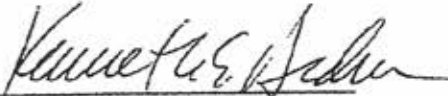


INTERPRETATION #2

ARTICLE 8-HOURS OF WORK

In Section 8-2 which deals with modification to the standard work week, it is the intent of this Agreement that in the event that all crafts cannot agree to a four (4) days per week-ten (10) hours per day work schedule, a cost effective compatible arrangement will be worked out.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02



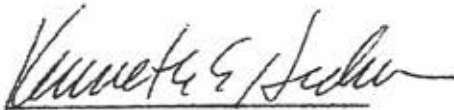
NATIONAL CONSTRUCTION AGREEMENT

INTERPRETATION #3

ARTICLE 8-OVERTIME

Section 8-4. It is understood the overtime provision which states "The first two (2) hours performed in excess of the standard work day Monday through Friday," is intended to apply to any overtime worked of two (2) hours or less duration before or after the regularly scheduled starting or quitting time of the established shift. The two (2) overtime hours or less will be compensated at one and a half (1 ½) times the hourly rate of pay.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02



NATIONAL CONSTRUCTION AGREEMENT

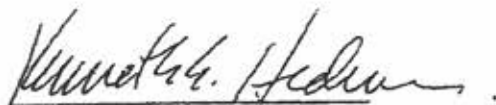
INTERPRETATION #4

ARTICLE 10-WAGE SCALES AND BENEFITS

It is understood that the basis for wage scales and employee benefit contributions as outlined in Appendix A shall be those rates which have been negotiated by the historically recognized bargaining agencies in the local area which has jurisdiction on the proposed project of the Employer.

When the Employer determines that modification of existing economic factors is necessary to be competitive, then the Employer shall propose those economic improvements to the local Unions involved and the International Unions agree to actively support and use the best effort of their office to assist the Employer in an expeditious manner in securing the most competitive position that will enhance a successful award.

Signed:



Co-Chairman



Co-Chairman

Date: Nov 13, 02



NATIONAL CONSTRUCTION AGREEMENT



INTERPRETATION #5

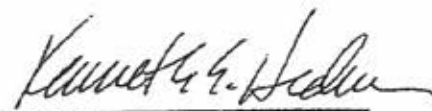
ARTICLE 8-HOURS OF WORK, OVERTIME, SHIFTS & HOLIDAYS

Section 8-6: The National Construction Agreement provides for the establishment of shifts when considered necessary by the employer, and that the shift hours and rates for the second shift would be eight (8) hours pay for seven and one half (7 ½) hours worked plus one half hour unpaid lunch period, and for the third shift would eight (8) hours pay for seven (7) hours worked plus one half hour unpaid lunch period.

A clarification on shift rates was as follows:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that any employee who fails to work the full number of shift hours shall be paid for actual time worked plus the one half hour shift premium for the second shift or the one hour shift premium for the third shift.
- It was further agreed that with the above understanding, which provides for adding the appropriate shift premiums to the actual hours worked, there is no requirement for calculating a shift rate and overtime is therefore computed with the regular hourly rate for the appropriate overtime pay.

Signed:



 Co-Chairman



 Co-Chairman

Date: Nov 13-02



NATIONAL CONSTRUCTION AGREEMENT

INTERPRETATION #6

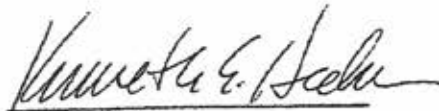
ARTICLE 8-HOURS OF WORK, OVERTIME, SHIFTS & HOLIDAYS

Section 8-6: The National Construction Agreement provides for the establishment of shifts when considered necessary by the employer, and shift hours and rates for the second shift would be eight (8) hour pay for seven and one half (7 ½) hours worked plus one half hour unpaid lunch period, and for the third shift would be eight (8) hour pay for seven (7) hours worked plus one half hour unpaid lunch period.

The fringe benefit contribution was clarified as follows:

- Shift premiums are payable on the basis of one half hour for the second shift and one hour for the third shift. This means that fringe benefit contributions shall be paid for the full 8 hours on the second shift if 7 ½ hours are worked and the full 8 hours on the third shift if 7 hours are worked.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02



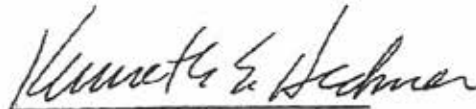
NATIONAL CONSTRUCTION AGREEMENT

INTERPRETATION #7

ARTICLE 8-HOURS OF WORK, OVERTIME, SHIFTS & HOLIDAYS

Under Section 8-6, it is understood that when an employee works through two (2) consecutive shifts, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift.

Signed:


Co-Chairman


Co-Chairman

Date: Nov 13-02



NATIONAL CONSTRUCTION AGREEMENT



INTERPRETATION #8

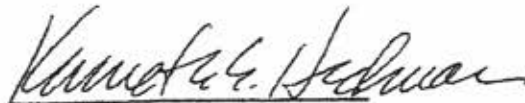
ARTICLE 8-HOURS OF WORK, OVERTIME, SHIFTS & HOLIDAYS

Section 8-1: "The standard work day shall consist of eight (8) hours of work between 7:00am and 5:30pm, with one half-hour designated as an unpaid period for lunch."

A second lunch break was clarified as follows:

- When employees are required to work more than two (2) hours of overtime on any shift, the employer shall allow one half-hour for a second meal break commencing at the start of the third overtime hour.
- The second meal break shall be considered unpaid, unless the provisions of the applicable local collective bargaining agreement provide otherwise. If employees are required to work through the second meal break, they shall be compensated an additional one half hour at the applicable overtime rate.

Signed:


Co-Chairman


Co-Chairman

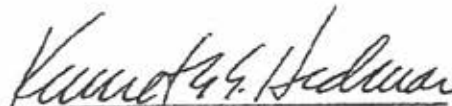
Date: Nov 13-02



LETTER OF INTENT
ARTICLE 2, SECTION 2-1
RECOGNITION

If any Union Pension Trust Fund covered by the terms and conditions of this Agreement has not adopted the Construction Industry Exemption authorized by Section 4203(B)(1)(ii) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. 1383(b)(1)(B)(ii), the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Fund.

Signed:



On behalf of the North American
Contractors Association



On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



LETTER OF INTENT

ARTICLE 3, SECTION 3-3

ARTICLE 4, SECTION 4-3

ARTICLE 13, SECTION 13-1e

INTERPRETATION

It is understood that the Joint Administrative Committee has sole authority to rule on the intent of the Agreement and may issue general Letters of Intent or Letters of Interpretation, pursuant to Article 3, Section 3-3, and Article 4, Section 4-3, of the Agreement, that the parties and an Arbitrator in any future case must follow.

An Arbitrator, under Article 13, Section 13-1e, is empowered to issue decisions on specific grievances.

Signed:

On behalf of the North American
Contractors Association

On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



LETTER OF INTENT

INTERPRETATION

ARTICLE 4, SECTION 4-1

It is understood that NACA and its affiliated members, and the BCTD and its affiliated Unions, will fully promote the Agreement. The parties agree to use their best efforts to market this Agreement to owners in traditionally unorganized areas of the country. If a question arises over the application of the Agreement to a specific project, or if the request for approval is denied by the BCTD, the contractor can convene through the Building and Construction Trades Department a panel of union General Presidents and NACA officers and/or members to resolve the issue.

Signed:

Kenneth G. Hedman

On behalf of the North American
Contractors Association

J. Maloney

On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



LETTER OF INTENT
ARTICLE 9, SECTION 9-1
CENTRAL WAREHOUSING

It is agreed and understood that the historical jurisdiction of the International Brotherhood of Teamsters is hereby recognized.

The parties also recognize that employees referred to a contractor must possess the requisite skills to perform the core functions of the position. This includes, but is not limited to, the use of computer and other related technologies where applicable.

Where the union is unable to refer appropriately trained individuals in accordance with union referral procedures, the employer may designate or hire any individual it deems appropriate to operate the centrally controlled facilities.

Signed:

On behalf of the North American
Contractors Association

On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



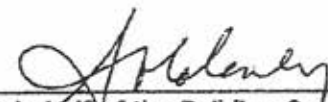
LETTER OF INTENT
ARTICLE 21, SECTION 21-1
SUBCONTRACTING

It is agreed and understood that the signatory North American Contractor Association (NACA) member company, hereinafter referred to as the Project Contractor, shall require all contractors of whatever tier to accept and be bound by the National Construction Agreement (NCA) by executing a Letter of Assent prior to their commencement of work. In addition, the Project Contractor shall assure that all tiers of sub-contractors comply with the terms and conditions of this Agreement.

It is further understood that the furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered sub-contracting.

Signed:


On behalf of the North American
Contractors Association


On behalf of the Building &
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



NATIONAL CONSTRUCTION AGREEMENT

LETTER OF INTENT

UA/IBEW JOINT NATIONAL AGREEMENT FOR INSTRUMENT AND CONTROL SYSTEMS TECHNICIANS

It is agreed that all instrument calibration work and loop checking on a project covered by the Agreement shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians.

Signed:

Kenneth G. Hedden

On behalf of the North American
Contractors Association

A. Maloney

On behalf of the Building and
Construction Trades Department,
AFL-CIO

Date: Nov 13-02

Date: Nov 13-02



National Construction Agreement

LETTER OF INTENT



**Article 6, Section 6.1 and Section 6.4
Layoffs**

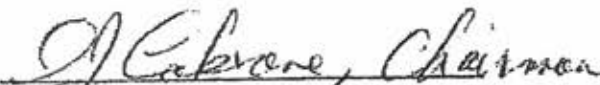
INTERPRETATION

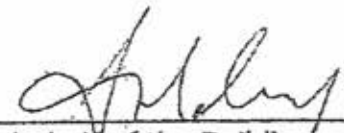
It is understood that reverse book layoff, when contained in IBEW Local Union referral procedures, applies under the following conditions:

1. It only applies if it is in the Local Union(s) applicable referral procedure.
2. It must be in the Local Union(s) applicable agreement at time of NCA approval for the project.
3. The IBEW International must notify the NACA contractor at time of NCA approval that reverse book layoff is in the applicable Local Union referral procedure for the project.
4. The Local Union(s) must provide the contractor with a referral slip showing the individual's book status at time of referral. The Local Union must also update each individual's book status at mutually agreeable intervals before layoffs occur.
5. The Local Union(s) with reverse book layoff holds the contractor harmless for grievances or legal actions arising from a contractor following the Local Union(s) procedure and from basing layoffs on information provided by the Local Union(s).
6. Reverse book layoffs do not apply to:
 - a. Core employees agreed to between the Local Union(s) and the contractor.
 - b. Predetermined types of work and/or special skills for the contractor's project. This could include welders, those with security clearance or special certifications and qualifications.
 - c. Employees recruited through H2B visas.

7. Individuals referred to a contractor on short calls (40 hours or less) will be categorized as short call, and will be laid off in reverse book order for short calls.
8. Reverse book layoff does not include Local Union(s) seniority clauses. Seniority is not recognized under the National Construction Agreement.
9. Upon approval of the Letter of Intent, the IBEW International will provide the North American Contractors Association a listing of IBEW Local Unions that currently have reverse book layoff in their referral procedures.

Signed:


On behalf of the North American
Contractors Association


On behalf of the Building and
Construction Trades Department,
AFL-CIO

Date: 5/20/04

Date: 5-26-04



NCA Interpretation 12

National Construction Agreement
Appendix "B"
(Revised effective June 1, 2007)

Safe Work Environment - Fitness for Duty

Section 1. The parties recognize that a drug and alcohol free work place is vital to the quality of our product, to the productivity of our employees, and to the best interest of our clients and the general public. In order to ensure a safe and healthy work environment, all employees are required to observe any fitness for duty policy which may be established and implemented by the contractor and/or client including any drug and alcohol testing programs. It being further understood that the drug and alcohol program may include but is not limited to, pre-employment, reasonable suspicion, *random*, and post accident/*incident* testing.

Section 2. For all Agreements granted June 1, 2007 or after, all parties hereto agree to participate in and abide by the provision of the Building Trades National Drug & Alcohol Program (hereinafter called the "BTNDAP Program"), or participate in and abide by a drug testing program that has been recognized and granted reciprocal status by the BTNDAP. A waiver to this provision for a specific project or projects, with which the owner's or contractor's internal corporation policies differ, shall be granted.

TESTING

Section 1. An employee or applicant required to take an examination or test to certify his/her expertise shall only be compensated for the time required to take the examination/test, provided the employee/applicant passes the examination/test.

MANPOWER

Section 1. The parties recognize that the greatest asset of the unionized segment of the construction industry is its skilled craftsmen. The parties further recognize the concern of the client that sufficient numbers of skilled craftsmen are available to *staff* its project. NACA and the BCTD will develop a procedure (program) to ensure, to the extent possible, that skilled and certified craftsmen will be made available to fulfill the manpower requirements on all NCA projects. Such a procedure (program) will include the active participation of the local, regional and international representatives, as well as the BCTC.

NCA Interpretation 12, page 2 of 2

National Construction Agreement
Appendix "B", Continued
(Revised effective June 1, 2007)

MAINTENANCE WORK

Section 1. At the request of the owner/contractor the terms and conditions of the NCA may be extended to cover maintenance work at any facility approved or previously approved by the BCTD. (Note: The intent is not to compete with existing programs for maintenance work.)

SAFETY EXCELLENCE PROGRAM

(As implemented by the contractor)

WORKERS COMPENSATION

Section 1. In a effort to enhance the competitive position of the Signatory Employers and to provide greater work opportunities for the members of the Signatory Unions , it is hereby agreed that the parties may negotiate and implement Alternative Dispute Resolution (ADR) procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such ADR procedures shall be final and binding on the parties and shall be made a part of this Agreement to the extent permitted by law.

Signed:

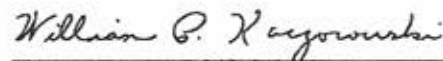
On behalf of the North American
Contractors Association



I.J. Cakrane, Chairman
North American Contractors Association

Date: 8/29/07

On behalf of the Building & Construction
Trades Department, AFL-CIO



William P. Kaczorowski, Administrator
Building & Construction Trades Department

Date: 8/29/07



**LETTER OF INTENT
INTERPRETATION
ARTICLE 10, WAGE SCALES AND BENEFITS
SECTION 10-2a
(Revised December 12, 2007)**

There have been numerous requests to have certain Cooperative Fringe Funds that have been established by several of the International Unions in cooperation with Management be recognized and payable under the National Construction Agreement (NCA). The various funds were reviewed to determine whether these Funds were fringe benefits as defined under the terms of Article 10 – Wage Scales and Benefits, Section 10-2a.

After an extensive review of the funds submitted for consideration, it has been determined that the funds listed below are jointly administered by labor and management trustees and that said funds provide education and training of members of the respective unions. Further, only funds that meet the above criteria that have been established by the International Unions signatory to the NCA will be recognized and payable under the NCA. Similar funds established by any other labor agreements will not be recognized under the NCA for mandatory payment but such funds may be voluntarily paid by a contractor working under the NCA. Additionally, provisions in other agreements that establish similar funds that require additional payments into apprenticeship/training or other funds, should a contractor decline to pay into the similar fund, shall not be recognized under the NCA.

NATIONAL CONSTRUCTION AGREEMENT




LETTER OF INTENT
 INTERPRETATION
 ARTICLE 10, WAGE SCALES AND BENEFITS
 SECTION 10-2a
 (Revised December 12, 2007)
 PAGE 2




The funds listed below meet the criteria and definition as set forth in Section 10-2a of the NCA. They are in fact bona fide fringe benefits. Accordingly, effective for all National Construction Agreements granted on or after October 1, 2007, contractors performing work under such an NCA must make the required contribution to the following International Union Funds, if those funds are also recognized in the respective craft's local collective bargaining agreement covering the geographic territory of the project:

- Laborers International Union, LECET
- International Brotherhood of Boilermakers, MOST
- International Union of Painters, PATLMCF
- Sheet Metal Workers' International Union, SMOHIT
- International Association of Iron Workers, IMPACT
- United Brotherhood of Carpenters, UBC Ed Fund
- International Brotherhood of Electrical Workers, NLMCC
- International Union of Bricklayers, IMI
- Asbestos Workers' Labor Management Cooperative Trust

Signed:


 I.J. Cafrane, Chairman
 On Behalf of the North American
 Contractors Association


 William P. Kaczorowski, Administrator
 On Behalf of the Building & Construction
 Trades Department, AFL-CIO

Date: 12/12/07Date: 12/12/07

NATIONAL CONSTRUCTION AGREEMENT



LETTER OF INTENT

INTERPRETATION

ARTICLE 10, WAGE SCALES AND BENEFITS
Section 10-2b

A question has been raised concerning the applicability Article 10 Wage Scales and Benefits contained in the National Construction Agreement (NCA) as it applies to changes adopted by the parties to a local collective bargaining agreement as part of a rehabilitation plan under the Pension Protection Act of 2006.

After extensive review it is agreed that Article 10, Wage Scales and Benefits, Section 10-2b, states in part that "The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust funds."

Therefore, it is the interpretation of the Labor/Management committee that where a contribution schedule is adopted by the parties to a local agreement in order to implement a rehabilitation plan under the Pension Protection Act of 2006, that such schedule becomes the applicable schedule for payment of contributions by employers signatory to the NCA agreement.

Signed:

Tim Reddington, Chairman
 On Behalf of the North American
 Contractors Association

William P. Kaczorowski, Administrator
 On Behalf of the Building & Construction
 Trades Department, AFL-CIO

Date: 3/18/08

Date: 3/17/08




INTERPRETATION

ARTICLE 8, SECTION 8-4


A question has arisen at the Fluor Constructors' Moses Lake Project regarding an IBEW request for a written definitive interpretation of Article 8, Section 8-4 of the Agreement.

After a careful review of all the facts presented to the Joint Administrative Committee (JAC), the Committee unanimously determined that the language of Article 8, Section 8-4 is clear and unambiguous and does not require any form of written interpretation.

Signed:



Tim Reddington, Chairman
On Behalf of the North American
Contractors Association



William P. Kaczorowski, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: 5/7/08

Date: 5/7/08

**LETTER OF INTERPRETATION #3**

August 7, 2000

Mr. Paul Sweitzer, Labor Relations
Raytheon Constructors, Inc.
P.O. Box 1188
Hermiston, Oregon 97838

Mr. David M. Smith
Business Manager/Financial Secretary
IBEW Local #112
2637 West Albany Street
Kennewick, Washington 99336

Re: NCS-94-128C
NCSA-Article 18, Section 18-7

Gentlemen:

We have reviewed the correspondence submitted by both parties with respect to the above referenced Article and respond as follows:

Article 18, Section 18-7 of the NCSA reads:

"It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor's personnel."

The purpose and intent of this Article was to ensure the client, whether public or private, that their right to have the aforementioned type of work performed by vendors or personnel of their choice, would not be abridged. In those instances where the client exercises this "right of control" over equipment or the contractor's scope of work, it is incumbent upon the contractor and the union(s) to comply with the owner's request.

We also note that in several instances where these issues have arisen the parties (contractor/owner/client) have been able to reach a resolution that has been mutually beneficial. We encourage you to continue to utilize this process.

As to other matters raised regarding the interpretation of "bidding documents," notably Section 12800, "Installation of Government Furnished Equipment (GFE)," the JAC has no authority or jurisdiction to rule upon this issue. If the parties desire to pursue this matter further, they would be better served by seeking redress in another forum.

Should you have any questions or require further clarification please do not hesitate to contact the undersigned.

Sincerely,

Signed

Nicholas A. Fiore
Co-chair, Joint Administrative Committee

Signed

William P. Kaczorowski
Co-chair, Joint Administrative Committee



LETTER OF INTERPRETATION #1

August 3, 2000

Mr. Michael D. DiCocco
Asst. to the Director, Construction Division
International Brotherhood of Boilermakers
8000 Corporate Drive, Suite 160
Landover, Maryland 20785

Mr. Mark Warner
Fluor Constructors International, Inc.
250 Executive Center Drive, Suite 201; B-40
Greenville, South Carolina 29615

Re: Interpretation #11
Second Meal Break

Gentlemen:

The intent of Interpretation #11 was to insure that all employees, including foremen and general foremen, receive a second meal break at the commencement of the third overtime hour of work. If a paid lunch break is provided for in the local collective bargaining agreement, than such lunch break will be compensated for per that agreement.

In the instant case a number of employees were required to report for work one half hour prior to the commencement of their regular scheduled shift. These employees then worked eight straight time hours and two additional hours of overtime.

It is the position of the company that these employees were not entitled to compensation for a second meal break because they failed to work more than two consecutive hours of overtime from the start of the "regular" scheduled shift.

While the JAC did not specifically engage in addressing "what if scenarios" with respect to Interpretation #11, it was our intent to consider all overtime hours worked prior to and after the start of a regular shift in determining when a second lunch would be applicable.

Thus, the effected employees worked 2.5 hours of overtime and are entitled to be appropriately compensated for a second meal break.

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Signed
Nicholas A. Fiore
Co-chair, Joint Administrative Committee

Signed
William P. Kaczorowski
Co-chair, Joint Administrative Committee

NATIONAL CONSTRUCTION AGREEMENT



April 22, 2009

Bulletin #22

LETTER OF INTERPRETATION


FIRST FOUR (4) PARAGRAPHS OF THE PREAMBLE OF THE
NATIONAL CONSTRUCTION AGREEMENT (NCA)

ARTICLE 2, SECTION 2-1

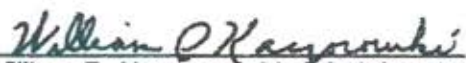
The Joint Administrative Committee (JAC) has been asked to render an Interpretation as to the extent of the coverage of the NCA. Specifically, does the NCA cover only the signatory International Union(s) and their respective local unions but does not bind other subordinate or intermediate bodies/organizations of the signatory International Union(s), such as but not limited to "Regional Councils" or "District Councils"?

The JAC reviewed the question and agrees unanimously that once the NCA is approved by the Building and Construction Trades Department for a specific project, the Agreement binds not only the signatory International Union(s) and their respective local unions but also any and all other subordinate or intermediate bodies/organizations of the signatory International Union(s) regardless of the nomenclature used by said International Union(s) to describe or identify their subordinate or intermediate bodies/organizations.

Signed:


T. J. Reddington, Chairman
On Behalf of the North American
Contractors Association

Date: April 23, 2009


William P. Kaczorowski, Administrator
On Behalf of the Building & Construction
Trades Department, AFL-CIO

Date: April 23, 2009

