

AGREEMENT

FOR STACKS-CHIMNEYS

PREAMBLE

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

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

SCOPE OF AGREEMENT

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

UNION RECOGNITION

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

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

PRE-JOB CONFERENCE

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

HIRING OR REFERRAL OF MEN

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

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

WORK RULES

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

SUPERVISION

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

WORK FORCE

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

SAFETY

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

WAGES AND WORKING CONDITIONS

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

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

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

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

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

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

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

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

SHIFT WORK

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

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

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

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

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

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

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

JOINT LABOR-MANAGEMENT COMMITTEE

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

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

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

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

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

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

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

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

NO STRIKE-NO LOCKOUTS

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

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

SETTLEMENT OF DISPUTES

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

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

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

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

SAVINGS CLAUSE

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

DURATION

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

AGREEMENT for STACKS- CHIMNEYS - JANUARY 1, 2004

EMPLOYERS



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



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



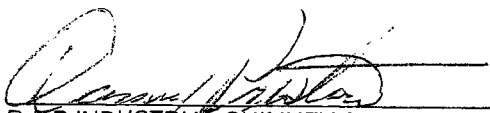
HAMON CUSTODIS
By: Rod Christie
Title: Manager of Construction



AMERICAN BOILER & CHIMNEY
By: Jerry Kaelin
Title: President



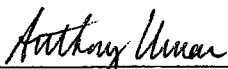
SCI CONSTRUCTION COMPANY
By: John Wyatt
Title: President



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



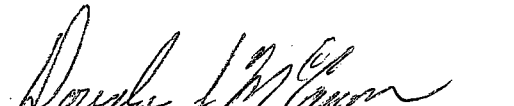
LOPEZ & ASSOCIATES, INC.
By: Chris Wessels
Title: President



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

UNIONS

UNITED BROTHERHOOD OF CARPENETERS
AND JOINERS OF AMERICA



By: Douglas J. McCarron
Title: General President

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



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

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


By: Joseph J. Hunt
Title: General President

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

PREAMBLE

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

ARTICLE II-SCOPE OF AGREEMENT

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

ARTICLE VIII-WORK FORCE

This article is hereby amended as follows:

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

ARTICLE X-WAGES AND WORKING CONDITIONS

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

Paragraph 1:

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

Paragraph 4:

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

Paragraph 5:

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

Paragraph 7:

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

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

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

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

ARTICLE XI-SHIFT WORK

Article XI is hereby amended to include the following:

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

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

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

DURATION

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

PRE-CAST ADDENDUM TO THE AGREEMENT FOR STACKS-CHIMNEYS

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

ARTICLE II-SCOPE OF AGREEMENT

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

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

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