

Joint National Industrial Agreement For Instrument and Control Systems Technicians

This July 1, 1998 Agreement, amended January 1, 2002, entered into by and between the INSTRUMENT CONTRACTING AND ENGINEERING ASSOCIATION, INC., hereinafter called the "Association", for and in behalf of its respective employer members who become signatory to this agreement, and other employers, who of their own volition, choose to sign this Agreement, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter called the "Unions".

Each Employer on whose behalf this Agreement has been negotiated and each future Employer who becomes a party by signing the Agreement, shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement.

WHEREAS, the Employer is engaged in the instrument contracting and engineering industry throughout the United States, and in the performance of such work requires the services of competent, skilled Instrument and Control Systems Technicians; and

WHEREAS, the Unions are affiliated with the American Federation of Labor and Congress of Industrial Organizations, and have in their membership in local unions throughout the United States competent, skilled Instrument and Control Systems Technicians; and

WHEREAS, the Employer and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for Instrument and Control Systems Technicians employed on a nationwide basis with said Employer; and

WHEREAS, the Employer and the Unions agree that there is a serious and continuing need for training additional union members for this specialized Instrument and Control Systems Technician work, by regularly conducting training courses in order to better serve the needs of the industry and the public, and keep pace with design and technological change; and

WHEREAS, to encourage closer cooperation and understanding between the Employer and the Unions in the instrument contracting and engineering industry, to the end that satisfactory, continuous, and harmonious labor relations exist between the parties to this Agreement;

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

ARTICLE 1
Union Recognition and Management Rights

Section 1.1. This Agreement covers instrumentation and control work and is a "stand alone" agreement separate and distinct from all others. Each Employer recognizes the Unions as the sole and exclusive bargaining representative for Instrument and Control Systems Technicians who are in the employ of the Employer with respect to wages, fringe benefits, hours and other terms and conditions of employment, on any and all work in the instrument contracting and engineering industry covered by this Agreement within the United States that is within the jurisdiction of the Unions and covered herein.

Section 1.2. The management of the Employer's business including, but not limited to, the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), and the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities, is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

Section 1.3 The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement.

- a. Seniority is not recognized in the hiring or discharge of employees.

ARTICLE 11
Trade and Work Jurisdiction

Section 2.1. This Agreement covers the rates of pay, hours and working conditions of Instrument and Control Systems Technicians who are employed by the signatory Employer doing Instrument and Control Systems Technician work in the jurisdiction of the Unions and possessing Instrument and Control Systems Technician qualifications as set forth in Attachment 1 of this Agreement.

Section 2.2. It is understood that Instrument and Control Systems Technician work, understood to mean instrumentation work, calibration work and control systems work, as defined in Attachment 1, is done on industrial installations such as refineries, chemical plants, power houses, breweries, pulp and paper mills and other process as well as non-process facilities. As used in Attachment 1, the term "process" is illustrative. It is not intended to limit the scope of Technicians' work to process facilities since Instrument and Control Systems Technician work is done on non-process facilities (such as power houses, water treatment plants, mines, pipelines and storage installations) as well as on process facilities (such as refineries, chemical plants, breweries, food processing plants and pulp and paper mills). This Agreement shall be limited to "industrial" facilities and is not intended to be utilized for commercial or residential heating and conditioning systems.

Section 2.3. This Agreement applies to instrument and control systems previously installed, except that "calibration" of instruments prior to installation may be performed under this Agreement.

Section 2.4. There shall be no work stoppages because of jurisdictional disputes.

ARTICLE 111
Scope of Work

Section 3.1. All provisions of this Agreement shall apply to all work performed by the Employer or by any joint venture of which the Employer is a part, or by any corporation or firm owned or financially controlled by, or acting as agents for, the Employer, in all places in the United States.

Section 3.2. This Agreement covers all loop-checking and instrument calibration work as referenced in Attachment 1 of this Agreement.

ARTICLE IV
Union Security

Section 4.1. All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union (United Association or International Brotherhood of Electrical Workers, as applicable) as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. This article shall be effective to the extent permitted by applicable state and federal laws.

ARTICLE V
No Strike, No Lockout

Section 5.1. Over matters relating to this Agreement, neither the Unions nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of material or persons in or out of places where the Employer is doing business.

Section 5.2. The Unions agree to exert reasonable efforts to end any unauthorized interruption of work. International Unions complying with this obligation shall not be liable for any unauthorized actions of its Local Unions.

Section 5.3. The Employer will not lockout any of the employees covered by this Agreement.

Section 5.4. The parties agree that, in the manner set forth in Article XIV, they will handle all grievances and disputes that may arise between them, and any misunderstanding, as to the meaning or intent of all or any part of this Agreement; provided however, the Employer shall not be required to resort to the grievance procedure prior to resorting to other remedies in the event of violation of this Article.

ARTICLE VI
Union Representation and Access to Jobs

Section 6.1. Authorized representatives of the Unions shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representatives comply with customer rules.

Section 6.2. The International Unions may assign a representative to the project to serve as their jobsite representative, or they may designate a working employee as their jobsite representative.

ARTICLE VII
Geographical Territory and Membership

Section 7.1. This Agreement shall have no geographical boundaries in the United States.

Section 7.2. All questions relating to the geographical territory and trade jurisdiction or union membership of a Local Union or Local Unions, or questions relating to open territory shall be decided by the signatory International Unions.

ARTICLE VIII
Crew Size

Section 8.1. The determination of the number of employees, and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching and assignment of duties. If a condition in a local agreement conflicts with this paragraph, the provisions of this Agreement shall prevail.

Section 8.2. There shall be no standby crew nor featherbedding practices.

ARTICLE IX
Supplying Instrument and Control Systems Technicians

Section 9.1. The Unions agree to furnish at all times to the Employer duly qualified Instrument and Control Systems Technicians in a sufficient number, as determined by the Employer, and as may be necessary to properly execute all work contracted by the Employer. The 50-50 UA-IBEW crew structure is not intended to mean that an employee of each craft (two Technicians) would be required to perform a particular task.

Section 9.2. It shall be the responsibility of the Employer to determine the qualifications of prospective employees in accordance with the criteria established in Attachment 1 of this Agreement. Furthermore, Instrument and Control Systems Technicians are to have qualifications to ensure satisfaction of the legal and contractual obligations of the Employer.

Section 9.3. The Employer shall retain the right to reject any applicant referred by the Unions. The Employer shall retain the right to terminate any employee for just cause providing Employer so states in a written termination notice.

Section 9.4. The Employer may (at his option) assign the first three Instrument and Control Systems Technicians within the territorial jurisdiction of a Local Union which may not be the Technicians' home Local Union for work which comes under the scope of the Agreement as being the work of the Instrument and Control Systems Technician. If multiple shifts are to be worked, the Employer may assign an additional Technician of the Employer's choice to work on the second or third shift, but not both.

Section 9.5. Additional Technicians will be supplied by the Employer and the Local Unions on a 50-50 basis in the following manner: the next Technician by the Union (UA or IBEW); the next Technician by the Employer; the next Technician by the Union; with still additional Technicians supplied in the same alternating sequence, subject to availability of Technicians possessing the qualifications stipulated in the previously referenced Attachment 1.

Section 9.6. If the Unions are unable to supply qualified Instrument and Control Systems Technicians to the satisfaction of the Employer within forty-eight (48) hours, the Employer, in order to meet manpower needs of the job, may either assign additional Instrument and Control Systems Technicians from the Employer's regular work force or hire Instrument and Control Systems Technicians wherever available, subject to the provisions of Article III.

Section 9.7. The provisions of this Agreement shall be applied to the selection of applicants for referral to jobs and to all employees without regard to handicap, race, color, religion, sex, age or national origin (within these respective requirements or applicable statutes and Executive Orders), and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, or by any other aspect or obligation of Union membership, policy or requirement.

Section 9.8. The International Unions shall be given timely notice by each Employer prior to the commencement of work on a new project. This notice shall be made on a form prescribed by the parties to this Agreement.

ARTICLE X Wages, Benefits, Hours of Work

Section 10.1. For all employees covered by this Agreement, wage rates (including those rates for foremen and general foremen), workmen's compensation, reporting pay provisions, pay differentials, and contributions or deductions for plans, programs, or funds, including, but not limited to, union dues, pension, health and welfare, training, vacations and holidays, supplemental unemployment benefits, sick pay, severance pay, shall be in accordance with the established local agreements; provided, however, that if the provisions of said local agreements are in conflict with this Agreement, this Agreement shall prevail.

Training contributions (JATC) and Union dues (working assessments) remitted in behalf of all IBEW Technicians referred by a Local Union designated by the IBEW International President as a referral and training Local Union shall be paid to the referral and training Local Union in an amount designated by the collective bargaining agreement of the designated Local Union. All training contributions (JATC) and Union dues (working assessment) remitted in behalf of IBEW Technicians referred by the Local Union in whose jurisdiction the work is performed shall be paid to the Local Union in accordance with the local agreement.

Section 10.2. Hours of Work. On single shift operations, eight (8) hours shall constitute a day's work. The workday shall begin at 8:00 a.m. and end at 4:30 p.m., Monday through Friday, with one-half (1/2) hour unpaid lunch. Since efficiency and economy and the best interests of an owner

are of prime concern to the parties to this Agreement, the Employer, at his discretion, may begin the day shift at any time between 6:00 a.m. and 9:00 a.m. and work eight (8) consecutive hours with an unpaid lunch break. In the event the regular day shift (8:00 a.m.-4:30 p.m.) is altered, additional changes shall be subject to mutual consent.

Section 10.3. Overtime. All work performed in excess of 8 hours Monday through Friday and all work performed on Saturday shall be paid at one and one half (1 1/2) times the basic straight time hourly rate. All work performed on Sundays and Holidays set forth in Section 10.4 shall be paid at two (2) times the basic straight time hourly rate.

- a. Technicians who report to work late will nevertheless be compensated at the overtime rate of pay following the end of the regular workday, regardless of and without concern for the number of straight-time hours said Technician may have worked in the given day.

Section 10.4. Holidays. Notwithstanding the Section 10.1 reference to the local agreements, the following seven days shall constitute the holidays observed within the terms of this Agreement:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Subject to mutual agreement, the ``day after *Thanksgiving" may instead be used as a "floating" holiday.

- a. The above referenced holidays are the only holidays to be recognized in this Agreement. When any of these holidays are determined by the Government to be celebrated on a Monday, such designated date will be recognized under this Agreement.

Section 10.5. Payday shall be once each week no later than the fifth working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check, provided that the Employer makes arrangements for cashing such checks with a designated local bank. When employees are laid off or discharged, they shall be immediately paid all wages due.

Section 10.6. The wage rate shall be based upon the higher industrial wage rate of the IBEW or UA Local Union in the area where the work is being performed.

- a. When vacation pay is taxed as wages, it shall be considered as part of the base wage rate. This interpretation shall be utilized only for the purpose of determining the higher of the base wage for the two Unions¹

¹ In the construction industry some vacation funds are set up as annuity funds and some are set up as straight contribution funds. Annuity fund-vacation deductions are not taxed in the weekly wages paid to the individual technicians. Straight contribution-vacation funds have income tax withheld in the weekly wages paid to the individual.

In regard to Section 10.6 and Section 10.6a., straight contribution-vacation fund deductions *shall be* included with base wages to determine the higher wage rate to be paid. Annuity fund vacation deductions *shall not* be included with base wages to determine the higher wage rate to be paid.

Section 10.7. The Employer shall pay all health and welfare, pension, and other applicable fringe benefit contributions to the employee's home Local Union, or to a Local Union designated by the International Union so as to provide continuous coverage for each employee. The Employer hereby adopts and agrees to be bound by the written terms of such legally established local 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 local 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 paragraph is intended to require the Employer to become a party to, nor be bound by the local collective bargaining agreement, except for the fringe benefit fund contributions as required herein, nor is any signatory Employer required to assign his bargaining rights or become a member of any Employer group or association as a condition for making such contributions. Local industry promotion funds, for purposes of this Agreement, are not considered fringe benefits and need not be paid by the Employer. Where the Local Union agreement provides for lump sum payments for fringe benefits, apprentice or journeyman training funds, and industry promotion funds, the Employer shall pay the hourly amount covering the fringe benefit fund portion of the payment. The Employer will not be required to comply with bonding requirements provided for in local agreements. The Employer shall provide the Local Unions having jurisdiction over the given project, with copies of such transmittals to the home Local Unions of the traveling Technicians.

Section 10.8. Shifts. 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. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight-time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular workday shall extend into a holiday, employees shall be paid at the regular shift rate.

- a. The first shift shall be the regular day shift, insofar as computing wage payments is concerned, and the first day shift shall work a regular eight (8) hour shift as previously defined in this Article, plus one half hour unpaid lunch period.
- b. If two work shifts are established, the second shift shall consist of seven and one-half (7 1/2) hours of continuous work, plus one half hour unpaid lunch period. By mutual agreement the lunch period shall occur approximately half way through the shift. Employees working on the second shift shall receive eight (8) hours pay at the basic straight time rate plus ten (10) percent.
- c. If three work shifts are established, the third shift shall consist of seven (7) hours of continuous work, plus one half hour unpaid lunch period. By mutual agreement the lunch period shall occur approximately half way through the shift. Employees working on the third shift shall receive eight (8) hours pay at the basic straight time rate plus twelve (12) percent.
- d. Time worked in excess of seven and one-half (7 1/2) hours on the second shift and seven (7) hours on the third shift shall be paid at the appropriate overtime rate.
- e. In computing overtime pay on shift work, the overtime rate of pay shall be based upon the wage rate established for the shift involved.

- f. When the project where instrument work is to be performed is covered by a particular collective bargaining agreement, such as the General Presidents' Agreement, the National Maintenance Agreement, the National Construction Stabilization Agreement, the Power Generation Maintenance Agreement, or project agreements approved by the National Building and Construction Trades Department of the AFL-CIO, which stipulate standard first, second and third shift language for all Building Trades Crafts on the project which are different from the provisions of this Agreement, then Instrument and Control Systems Technicians working under the terms and conditions of this Agreement shall work the hours stipulated by the particular collective bargaining agreement shift clause(s) and be compensated in the manner prescribed in the particular collective bargaining agreement covering all crafts on the project. In any event, the minimum shift compensation shall not be less than what is provided for in the General Presidents' Agreement under the category of "temporary shift work conditions". This exception does not allow for any modification to the basic wage and benefit structure contained in this Agreement.
- g. In regard to Section 10.8. f., in cases where a project is covered by both the General Presidents' Agreement and the National Maintenance Agreement and shifts are to be established, the Instrument and Control Systems Technicians involved will be paid the higher of the two shift rates as provided in the General Presidents' Agreement and the National Maintenance Agreement in effect on the date of bid submittal by the signatory instrument and control systems contractor. The balance of the conditions prescribed in Section 10.8. f. shall apply.

ARTICLE XI
Instrument Technicians Labor-Management
Cooperation Fund

Section 11.1. The parties to this Agreement agree to participate in the Instrument Technicians Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. S175(a) and Section 302(c) (9) of the Taft-Hartley Act, 29 U.S.C. S186(c) (9). The purposes of this Fund include the following:

- a. To improve communications between representatives of labor and management;
- b. To provide mechanisms to improve the collective bargaining relationship between the parties with respect to matters of mutual concern;
- c. To study and explore ways of increasing productivity and of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry in which Instrument and Control Systems Technicians work;
- d. To engage in public education and other programs to expand the economic development of the Instrument and Control Systems Technician industry;
- e. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production; and
- f. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 11.2. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents.

Section 11.3. Each Employer signatory to this Agreement shall contribute to the Fund the lump sum of Five Thousand Dollars (\$5,000.00) each January 1st. Employers becoming signatory to this Agreement during a fiscal year (January 1 – December 31) shall be required to make a pro-rata contribution to the Fund as determined by the Trustees. The contribution shall be made in a manner and to a location established by the Fund Trustees. The Fund Administrator shall notify each Employer when contributions are due and payable.

Each Employer signatory to this Agreement shall report all technician man-hours performed under this Agreement on a quarterly basis. Such reports shall be submitted on a form prescribed by the Unions.

Section 11.4. In the event that a signatory Employer fails to make contributions to the Fund as required in Section 11.3 above within thirty (3) days, then the Trustees shall have the right to take whatever actions are necessary to secure compliance. The Employer shall be liable for all costs of collecting the payments due, together with attorneys' fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees which may be assessed by the Trustees.

ARTICLE XIII Travel and Subsistence

Section 12.1. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the employee shall be reimbursed for meals and lodging at reasonable rates to be negotiated on a "per-job" basis.

Section 12.2. All travel time, in excess of reasonable commuting time before and after an employee's normal work hours, shall be paid at straight time; such travel shall not be considered as pay for hours worked.

Section 12.3. Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within one hundred (100) miles of his established residence (normally the Employer's local office or a designated point to which the employee is permanently assigned).

Section 12.4. The Instrument and Control Systems Technicians covered by this Agreement shall be permitted to work anywhere outside their home Local Unions in accordance with the terms of this Agreement.

ARTICLE XII Subcontracting

Section 13.1. The Employer agrees not to sublet or subcontract any work coming under this Agreement unless the subcontractor to whom the work is sublet is in agreement with one or both of the International Unions.

Section 13.2. Any other work in the control of the Employer signing this Agreement, that falls in the jurisdiction of the Unions, but not in the scope as outlined herein, shall be done in accordance with the collective bargaining agreement of the Local Union having jurisdiction for that type of work.

Section 13.3. The Unions and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for, any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE XIV Grievance Procedure

Section 14.1. There shall be established an Arbitration Board consisting of four (4) representatives appointed by the Unions and four (4) representatives appointed by the Association. Either party shall have the right to appoint alternates for its representatives. Within thirty (30) days after the signing and execution of this Agreement, the Association and the Unions shall notify each other of their respective appointments to the Arbitration Board. The Board shall elect a chairman and a secretary from its members. The Arbitration Board shall stand during the life of this Agreement.

Section 14.2. When a dispute arises, the resolution and/or settlement shall take the following procedures:

- Step 1-- The grievant shall notify his/her International Union and the Employer in writing within ten (10) working days after the complained of event first became known. The grievance shall be settled between Field Representatives of the National Office of the Unions on the one hand, and the Employer on the other. If not settled within ten (10) working days after the hearing date, proceed to:
- Step 2-- The grievance shall be settled between Union representatives of the National Office on the one hand, and representatives of the Association on the other. If not settled within ten (10) working days after the hearing date, proceed to:
- Step 3-- The grievance shall be reduced to writing, specifying the issue(s) to be arbitrated, and shall be filed with the Chairman of the Arbitration Board, who shall immediately notify the other members of the Arbitration Board, and the parties to the grievance. Within ten (10) working days after the filing of the request for arbitration, the Chairman shall set a time and place for a hearing to be held.
- Step 3-- If, after the hearing, the Arbitration Board is unable to reach a majority decision, within ten (10) working days proceed to:
- Step 4-- The matter shall be promptly submitted to an impartial arbitrator, whose decision shall be rendered in writing and be binding on all parties to this Agreement. Time(s) necessary to pursue any of the steps above may be extended by mutual agreement between the parties to the grievance.

Section 14.3 In the event that the matter is to be submitted to an impartial arbitrator, one may be selected by unanimous agreement of the Arbitration Board members. If the Board cannot agree on an arbitrator within a period of ten (10) working days after expiration of the time limits in Step 3 above, then the Arbitration Board shall request the Federal Mediation and Conciliation Service to submit to the Arbitration Board a list of five (5) persons suitable for selection as an impartial arbitrator. If the Arbitration Board cannot agree upon one of the persons named on the list, then the impartial arbitrator shall be selected by striking from the list a name alternately, until one name remains. The remaining person shall be the impartial arbitrator, and shall be notified of

his selection by the Chairman of the Arbitration Board. The authority of the Arbitration Board and of the impartial arbitrator shall be limited to the construction and enforcement of the express language of this Agreement as applied to the specific grievance or issue stated in the request for arbitration. The Arbitration Board and the impartial arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, change, modify or supplement any of the specific provisions of this Agreement.

Section 14.4. The expense of the Arbitration Board and the impartial arbitrator, if required, shall be borne equally by the Employer and the Local Union(s).

ARTICLE XV Savings Clause

Section 15.1. Where there is a conflict in meaning, interpretation, or application between this and local agreements, this Agreement shall apply.

Section 15.2 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 Unions 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 abrogate its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

Section 15.3. 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 to which it has been invalid, inoperative or unenforceable, shall not be affected thereby.

ARTICLE XVI
Duration and Termination

Section 16.1 This Agreement shall be in full force and effect through January 1, 2003, from date of execution and from year to year from January 1st unless notice of termination or modification is given in writing by the Association on behalf of its members, and/or individual signatory Employers, to the United Association, and International Brotherhood of Electrical Workers and vice versa, sixty (60) days prior to each anniversary date of the first day of May.

Section 16.2 In the event notice of termination or modification is given, as provided in Section 16.1., and agreement on a new or modified agreement is not reached by the anniversary date, the Association and/or individual signatory Employers and the Unions agree to continue to work under the terms of this Agreement on a day-to-day basis until such time that either an agreement or impasse is reached.

ARTICLE XVII
Standing Committee

Section 17.1. There shall be established a Standing Committee with representatives for the Unions and for the Association for the purpose of promoting an understanding of the needs of the Unions and the Employers, in the implementation of this Agreement, and for explaining the meaning and intent of this Agreement. This Committee shall stand during the life of this Agreement and the Committee representatives shall be the same as the representatives established for the Arbitration Board as covered in Article XIV of this Agreement.

Section 17.2. Where a disagreement exists between the Employer and a Local Union concerning whether or not a given provision of the local agreement should apply, or regarding the intent, meaning, application or compliance with the terms of this Agreement, the disagreement shall be submitted to the Standing Committee for resolution within (10) working days from date of occurrence or the date the International Union(s) or Association is initially apprised of the matter. There shall be no work stoppage during these procedures.

Section 17.3. All decisions of the Standing Committee, that address or clarify the meaning and intent of this Agreement, shall bear the same authoritative effect as decisions rendered by the afore-referenced Article XIV Step 3 Arbitration Board. Copies of any and all such decisions shall be immediately distributed to signatory contractors by the Association and to Local Unions by the International Unions, with an understanding that the intent of said decision(s) will be promptly implemented on each and every project. Such decisions may be appealed to Step 4 Arbitration, provided that notification for such appeal is received by either the Association or one of the International Unions within fifteen (15) calendar days from the date said decision was distributed.

Section 17.4. It is understood by the parties to this Agreement that efforts to promote work opportunities for members of the Unions and contracting opportunities for the Employers are of paramount importance. Consequently, the Standing Committee, by unanimous decision, shall have the authority to make changes to the terms and conditions of the Agreement on a project-by-project basis if deemed appropriate to meet demands of the customer or to address special competitive situations. All such changes made prior to the award of a project shall be distributed to all concerned signatory Employers by the Administrator of the Instrument Technicians Labor-Management Cooperation Fund as soon as practical by the most effective means available. All decisions of the Standing Committee are to be final and binding.

Attachment 1

An Instrument and Control Systems Technician must be a skilled craftsman and is knowledgeable of pneumatic and electronic instrumentation. He² understands process control loops and process control systems, including those which are computer-based. Typically he has received training in specialized subjects such as the theory of process control, analog and/or digital electronics, microprocessors and/or computers, and the operation, as well as maintenance, of particular lines of field instrumentation. He is acquainted with the fundamentals of both the pipefitting and electrical crafts. He may or may not be skilled with the tools of either craft, but he is familiar with their uses and applications.

An Instrument and Control Systems Technician works on both new construction and maintenance work. In construction, he is responsible for, among other things, the calibration of new instruments (such as control valves, transmitters, transducers and controllers). Calibration requires an Instrument and Control Systems Technician to test, adjust, set and/or align any and all instruments to manufacturers' specifications. For this purpose, an Instrument and Control Systems Technician must be able to use a full range of instrument test equipment. In doing so, he must follow and adhere to procedures for testing and documentation established by manufacturers, owners and/or government agencies.

On new construction, an Instrument and Control Systems Technician also is responsible for checking out newly installed control loops. This "loop check" work is done as one of the final steps in the building of a new process unit. Its purpose is to ensure that control loops function as designed under simulated operating conditions. If malfunctions are found, an Instrument and Control Systems Technician corrects them. This typically involves removing defective components for replacement or for repair and/or recalibration. The necessary reinstallation, including associated tubing and wiring work, also is an Instrument and Control Systems Technician's responsibility.

In addition, on new construction an Instrument and Control Systems Technician assists owners' operating personnel in starting up new process units. This work involves making certain that control loops and control systems function as designed under actual operating conditions as new process units are first brought on stream. To do startup work properly, an Instrument and Control Systems Technician must have at least a basic understanding of the process itself, as well as of instrumentation and process control.

In maintenance, an Instrument and Control Systems Technician has troubleshooting responsibility. He identifies, isolates and solves problems which, left unsolved, would prevent the proper functioning on an on-stream process unit of individual instruments, control loops and/or entire control systems. In problem-solving, an Instrument and Control Systems Technician must deactivate, remove, check, replace or repair and/or recalibrate, reinstall and reactivate instruments and accomplish necessary tubing and wiring work. He must do these things without in any way adversely affecting the operation of the process unit itself. As is true with startup work, process understanding, as well as process control knowledge, are required.

From time to time an Instrument and Control Systems Technician may be required to assist in the development of maintenance, documentation and other control-related procedures. He also may be expected to assist in training others in instrument work; such training is done on-the-job only with customer approval.

² Whenever any words are used in the Agreement, or Attachment, in the masculine gender, they shall be construed to include the female or neuter gender in all situations where they would so apply.

IN WITNESS WHEREOF, the Association and the Unions hereby sign this Agreement this first day of January, 2002.

Instrument Contracting and Engineering
Association, Inc.

International Brotherhood of Electrical
Workers, AFL-CIO

T. J. Reddington, President

Edwin D. Hill, International President

United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada, AFL-CIO

Martin J. Maddaloni, General President

We the undersigned Employer, and all its hereunder named subsidiaries and branches, hereby become signatory to the Joint National Industrial Agreement for Instrument and Control Systems Technicians, as of this date, and agree to take firm action to comply with the Agreement.

Signed and subscribed to this _____ day of _____, 20_____.

Name and Address of all subsidiaries or branches, which are covered by this Agreement with the parent company (if none, so state): _____

Name of Company (Please print all but signature)

By (Signature) _____

Printed Name and Title

Street Address

City and State Zip Code

Telephone no. ()

Fax no. ()

United Association of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the
United States and Canada, AFL-CIO

International Brotherhood of Electrical
Workers, AFL-CIO

General President

International President

Revised January 1, 2002