

# GREAT LAKES

## ARTICLES OF AGREEMENT

\* LODGE 647

LODGE 107\*

\* LODGE 374

\* LODGE 744

between the  
**International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers  
AFL-CIO, CLC**  
and

**The Firms Listed Herein**



**Effective January 1, 2017 through Dec. 31, 2019**



# BOILERMAKER CREED

---

I AM A BOILERMAKER.

I AM A SKILLED CRAFTSMAN AND A MEMBER OF A TEAM.

I SERVE MY FAMILY, MY CREW, MY LOCAL, MY UNION AND MY EMPLOYER.

I SERVE A BROTHERHOOD WHOSE **EXCEPTIONAL** LEGACY SPANS OVER 130 YEARS.

I HONOR THOSE WHO CAME BEFORE ME, MY **MENTORS**.

I HONOR THEIR STRUGGLE TO PROVIDE ME WITH A UNION **OPPORTUNITY**.

I **RESPECT** THEIR **KNOWLEDGE**, **LEADERSHIP** AND **INTEGRITY**.

I WILL SHOW UP ON TIME, READY TO WORK.

I WILL GIVE QUALITY WORK FOR QUALITY PAY.

I WILL HONOR THE NEGOTIATED CONTRACT AND LET MY STEWARDS AND UNION REPRESENTATIVES DO THEIR JOBS.

I WILL BE **RESPONSIBLE** AND **ACCOUNTABLE** FOR MY ACTIONS.

I WILL DO IT RIGHT THE FIRST TIME.

I AM AN **EXCELLENT** PROBLEM SOLVER.

I AM A GUEST AT JOB SITES AND CONDUCT MYSELF ACCORDINGLY.

I AM CONSTANTLY LEARNING AND SHARING THAT **KNOWLEDGE**.

I AM ALWAYS WORKING **SAFELY** AND DEMAND THE SAME FROM THOSE AROUND ME.

I AM A GUARDIAN OF CRAFTSMANSHIP AND THE UNION WAY OF LIFE.

I AM PART OF A **BROTHERHOOD**.

I AM A BOILERMAKER.



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## **ARTICLES OF AGREEMENT**

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# **GREAT LAKES**

## **ARTICLES OF AGREEMENT**

between the

*International Brotherhood of*

**Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers, and Helpers**

*(Herein referred to as "Union")*

and the

**Signatory Employers Hereto**

*(Herein referred to as "Employer" or "Contractor")*

### **PREAMBLE**

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

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

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

**ARTICLE I**  
**SCOPE AND PURPOSE OF AGREEMENT**

This Agreement shall apply exclusively to field construction, maintenance and repair work within the territory herein referred to as the Great Lakes Area now under the jurisdiction of:

Lodge 107, Milwaukee, Wisconsin;  
Lodge 374, Hammond, Indiana;  
Lodge 647, Minneapolis, Minnesota; and,  
Lodge 744, Cleveland, Ohio.

**Art. 1.2** The parties to this Agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interests of the industry and the public, and they agree to strive to eliminate all factors which tend toward destabilizing these conditions.

**Art. 1.3** It is hereby agreed by all parties that, in keeping with the intent of increasing productivity and placing both parties on a better competitive basis, that the NCA-BTD Work Rules dated June 1, 1973 shall be incorporated as an integral part of this Agreement as expressed in Appendix "A".

**Art. 1.4** The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.



**ARTICLE 2**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Boilermaker and Blacksmith journeymen, apprentices, and construction Boilermaker helpers in the employ of the Employer with respect to wages, hours, and other terms and conditions of employment herein expressed in the performance of all work coming within the terms of this Agreement subject to the provisions of existing laws. The Employer agrees that, upon the Union's presentation of appropriate evidence of majority status among its employees in the bargaining unit of the Employer covered by this collective bargaining agreement, the Union shall be voluntarily recognized as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit of the Employer on all job sites within the jurisdiction of this Agreement. In the event of such a showing, the Employer expressly waives any right to condition voluntary recognition on the Union's certification by the NLRB following an NLRB election, unless a representation petition has been filed by a Petitioner other than the Employer prior to the Employer's voluntary 9(a) recognition. The Employer expressly waives the right to seek an NLRB election during the term of this contract, or any right to abrogate or repudiate this contract during its effective term.

## ARTICLE 3

### UNION SECURITY

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

## ARTICLE 4

### TRADE JURISDICTION AND WORK CLASSIFICATION

**Art. 4.1** This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen Boilermakers and Blacksmiths, apprentices, and construction Boilermaker helpers employed in the boilermaking, blacksmithing, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of Boilermaker material and equipment, and such other work that comes under the trade jurisdiction of the Boilermakers and Blacksmiths.

1           **Art. 4.2** Journeymen Boilermakers and  
2 Blacksmiths may be required to perform  
3 any work coming within the scope of  
4 this Agreement.  
5

6           **Art. 4.3** In recognition of the work  
7 jurisdictional claims, it is understood that the  
8 assignment of work and the settlement of juris-  
9 dictional disputes with other Building Trades  
10 organizations shall be handled in accordance  
11 with the procedures established by the Impar-  
12 tial Jurisdictional Disputes Board and Appeals  
13 Board or any successor agency.  
14

15           **Art. 4.4** When an Employer's major craft on  
16 a job is Boilermakers and the Employer deter-  
17 mines a tool room man is necessary, then the  
18 tool room man shall be a Boilermaker.  
19

20           **Art. 4.5** When an Employer determines it is  
21 necessary that work be performed that comes  
22 under the jurisdiction of Boilermaker during  
23 the testing or starting up of Boilermaker equip-  
24 ment, there shall be a minimum of two (2) men  
25 employed, one (1) shall be the foreman and the  
26 other shall be a steward, both of whom shall  
27 perform work as assigned.  
28

29           **Art. 4.6** When the Employer determines  
30 manual assistance is required for stress reliev-  
31 ing, Gamma Ray, X-ray, or other nondestructive  
32 testing by technicians in the examination  
33 of Boilermaker work, Boilermakers will be as-  
34 signed to perform the manual work that is not

1 directly related to the technicians examination.  
2 The Employer shall determine the number of  
3 Boilermakers required.  
4

5 **Art. 4.7** There shall be no work stoppage  
6 because of jurisdictional disputes, except in  
7 the case of non-compliance with Impartial Ju-  
8 risdictional Dispute Board and Appeals Board  
9 Rules. In such instance or instances, specifi-  
10 cally the International President of the Union  
11 must approve any enforcement action taken. It  
12 is understood, however, an Employer will not  
13 be considered as in noncompliance in the event  
14 another trade or trades claims jurisdiction over  
15 work, in which case it shall be considered a  
16 bona fide jurisdictional dispute.  
17

## 18 **ARTICLE 5** 19 **JOB SITE CONTRACTING** 20

21 **Art. 5.1** No Employer shall subcontract or  
22 assign any of the field construction work de-  
23 scribed herein which is to be performed at a job  
24 site to any contractor, subcontractor, or other  
25 person or party who does not comply with all  
26 of the terms of this Agreement, or a field con-  
27 struction agreement in effect in the area where  
28 the work is erected, which has been approved  
29 by the International Brotherhood and does not  
30 stipulate, in writing, compliance to the applica-  
31 ble fringe benefits funds and the Trust Agree-  
32 ment or agreements covering same.  
33  
34

1           **Art. 5.2** It has been agreed that the Interna-  
2           tional Brotherhood will not enter into any writ-  
3           ten or oral agreement with any Contractor on  
4           terms and conditions more advantageous than  
5           those contained in this Agreement. Should the  
6           International Brotherhood, for any reason, en-  
7           ter into an agreement with any other Contrac-  
8           tor on terms and conditions more advantageous  
9           to such Contractor than those contained in this  
10          Agreement, then such advantageous terms and  
11          conditions shall be made available to all con-  
12          tractors signatory hereto. Special local, area,  
13          or national agreements negotiated to cover  
14          specific projects or classes of work shall not  
15          be considered as “the local or area agreement”  
16          as referred to elsewhere in this Agreement, and  
17          the overtime provisions will apply.

## 18 19                           **ARTICLE 6** 20                   **REFERRAL OF MEN**

21  
22           **Art. 6.1** The referral system shall comply  
23           with the National Uniform Referral Standards  
24           and any revisions thereto.

25  
26           **Art. 6.2** The Employer shall, under the  
27           terms of this Agreement, request the Union  
28           to furnish all competent, drug screened, and  
29           qualified Field Construction Boilermakers,  
30           Boilermaker Apprentices and other applica-  
31           ble classifications in the area agreement. The  
32           Employer, in requesting the Union to furnish such  
33           applicants, shall notify the Union either through  
34           the MOST Boilermaker Delivery System,

1 in writing, or by telephone, stating the location,  
2 starting time, approximate duration of the job,  
3 the type of work to be performed and the num-  
4 ber of workmen required. The Employer shall  
5 have the right to reject any job applicant re-  
6 ferred by the Union who has not satisfactorily  
7 completed a MOST ten (10) hour safety train-  
8 ing class or equivalent, provided the Employer  
9 stipulates this as a condition of employment.  
10 This stipulation should be reduced to writing  
11 as soon as practical by the Employer and pro-  
12 vided to the Union for their records.  
13

14 **Art. 6.3** In the event the Union knows it is  
15 unable to fill a requisition for applicants with-  
16 in two business days prior to the employees'  
17 required start date, the Employer may employ  
18 applicants from any other available source.  
19 Any Employer who brings in applicants un-  
20 der the forty-eight (48) hour rule must notify  
21 the local union within forty-eight (48) hours  
22 of the applicants name, address, and Social  
23 Security number.  
24

25 **Art. 6.4 Selectivity.** The first two employ-  
26 ees on a job shall be the foreman, selected by  
27 the Employer, and the steward, as designated  
28 by the Union. The Employer may then select  
29 the first eight applicants for employment from  
30 the Union out-of-work list, regardless of their  
31 numerical position on that list. These eight (8)  
32 additional Boilermaker employees may be se-  
33 lected from any one or combination of Boil-  
34 ermaker classifications under the terms of this

1 Agreement (i.e., journeyman, apprentice, and  
2 other applicable classifications), except that  
3 the choice may not exceed one apprentice and  
4 one other classification or two apprentices. Ad-  
5 ditional employees required for the job will be  
6 obtained in accordance with the Referral Rules.  
7

8 **Art. 6.5 Transfer of Employees.** The Employer  
9 may transfer Boilermaker employees on his  
10 payroll working under the terms of this Agree-  
11 ment from one job to another job being worked  
12 under the terms of this Agreement within the  
13 jurisdiction of the same local lodge, provided  
14 that the number transferred shall not exceed a  
15 total of eight (8), consisting of a foreman and  
16 seven (7) additional Boilermaker employees  
17 from any one classification or combination of  
18 classifications under the terms of this Agree-  
19 ment (i.e., journeyman, apprentice, or other ap-  
20 plicable classifications), and provided that the  
21 number transferred shall include not more than  
22 one apprentice and one other classification, or  
23 two apprentices. The Employer desiring to uti-  
24 lize this transfer provision shall promptly noti-  
25 fy the business manager of the local lodge hav-  
26 ing jurisdiction giving the name, classification,  
27 and Social Security number of each employee  
28 to be transferred. The steward shall be select-  
29 ed by the business manager from the lodge's  
30 out-of-work list, or he may elect to transfer the  
31 steward from a job which the same Employer  
32 is working under the terms of this Agreement.  
33 After the foreman and the steward have been  
34 selected, the Employer may transfer the re-

1       maining employees, not to exceed seven (7).  
2       Additional employees for the job will be ob-  
3       tained in accordance with the Referral Rules.  
4

5               **Art. 6.5.1** The Employer may utilize the  
6       provisions for selectivity and/or transferability,  
7       but he shall not be allowed to exceed the eight  
8       (8) employee limit for any one job.  
9

10              **Art. 6.5.2** A transferred employee will be  
11      allowed to be transferred back to the job he  
12      was transferred from, provided the job he was  
13      transferred to has been completed.  
14

15              **Art. 6.5.3** Modification as to the selectivity  
16      and transfer of men beyond the limitations set  
17      forth in this Article may be made by mutual  
18      consent of the parties.  
19

20              **Art. 6.5.4** The Employer shall determine the  
21      competency of all employees. The Employer  
22      shall determine the number of men required on  
23      a project and shall select any employee or em-  
24      ployees working under the terms of this Agree-  
25      ment to be laid off regardless of membership or  
26      non-membership in the Union.  
27

## 28                               **ARTICLE 7** 29                               **HOURS OF WORK**

30  
31              **Art. 7.1** Eight (8) consecutive hours per day  
32      (exclusive of lunch period) shall constitute a  
33      day's work between the hours of 7:00 a.m. and  
34      5:00 p.m. Forty (40) hours per week, Monday



1 through Friday inclusive, shall constitute a  
2 week's work.

3  
4 **Art. 7.2** The Employer has the option of  
5 establishing a four (4) ten-hour shift exclusive  
6 of the thirty-minute unpaid lunch period at  
7 the straight time wage rate. The starting time  
8 shall be between 7:00 a.m. and 8:00 a.m. Forty  
9 hours per week shall constitute a week's work,  
10 Monday through Thursday. In the event a job  
11 is down due to weather conditions, holiday, or  
12 other conditions beyond the control of the Em-  
13 ployer, then Friday may, at the option of the  
14 Employer, be worked as a make-up day at the  
15 straight time wage rate. If Friday is scheduled  
16 as a make-up day, a minimum of eight hours  
17 will be scheduled and worked, weather permit-  
18 ting. Straight time is not to exceed ten hours  
19 a day or forty hours per week. The Employer  
20 will designate starting time; the Union will be  
21 advised of the starting time.

22  
23 This provision requires mutual agreement  
24 between the Union and Employer representa-  
25 tives for jobs lasting two (2) weeks or less.

26  
27 **Art. 7.2.1** An Employer may establish two  
28 four-day, ten-hour shifts at the straight time  
29 wage rate, Monday through Thursday. These  
30 shifts are exclusive of the thirty-minute lunch  
31 period. The day shift shall work four days at  
32 ten hours for ten hours pay per day. The second  
33 shift shall work four days at nine-and-one-half  
34 hours for ten hours pay per day. In the event

1 the job is down due to weather conditions, or  
2 a holiday, or other conditions beyond the con-  
3 trol of the Employer, then Friday may, at the  
4 option of the Employer, be worked as a make-  
5 up day at the straight time wage rate. Straight  
6 time is not to exceed ten hours a day or forty  
7 hours per week.

8  
9 This provision requires mutual agreement  
10 between the Union and Employer representa-  
11 tives for jobs lasting two (2) weeks or less.

12  
13 **Art. 7.2.2** Employees, who inform their  
14 Employer on Thursday that they do not wish to  
15 work a Friday make-up day will not be penalized.

16  
17 **Art. 7.2.3** An employee who receives less  
18 than forty (40) hours of work (from the date  
19 of hire to date of termination) through no  
20 fault of his own shall receive overtime pay for  
21 all hours worked in excess of eight (8) hours  
22 per day.

23  
24 **Art. 7.3** If any other craft employed by the  
25 same Employer or its subcontractor is receiv-  
26 ing double-time wages in lieu of time and one-  
27 half wage rate as set forth in this Agreement,  
28 the Boilermaker employees will automatically  
29 be entitled to the double-time rate of pay during  
30 the period that the aforementioned crafts are  
31 employed. The Chairmen of the Agreement,  
32 in accordance with Article 30.3 determined  
33 on March 16, 2004, that ... during the period  
34 that the aforementioned crafts are employed...

1 is very specific in that, Boilermaker employ-  
2 ees would only be entitled to double-time dur-  
3 ing the period of time that other craft or crafts  
4 were receiving double-time. An example of  
5 this would be, if another craft received double-  
6 time on the day shift of a two (2) day job for  
7 one (1) day of eight (8) hours, then the Boil-  
8 ermakers would be entitled to double-time for  
9 one (1) day of eight (8) hours for that shift  
10 only. The Chairmen of the Agreement drew the  
11 essence of their determination from the  
12 National Maintenance Agreement, Article  
13 XV-6 interpretation.  
14

15 **Art. 7.4 Local Lodges 107 and 647 Emergency**  
16 **Maintenance Agreement.** A letter of understand-  
17 ing between the Chairmen of the Agreement  
18 and Local Lodges 107 and 647.  
19

## 20 **ARTICLE 8**

### 21 **OVERTIME**

22

23 **Art. 8.1** Time-and-one-half (one-and-  
24 one-half hours for one) shall be paid for time  
25 worked before or after regular established  
26 shift hours in any twenty-four (24) hour pe-  
27 riod, Monday to Friday inclusive, and all time  
28 worked on Saturdays. All time worked on Sun-  
29 days and holidays set forth in Article 9 shall be  
30 paid at double time (two hours for one). Any  
31 employee called for work on Labor Day and/or  
32 Christmas shall receive a minimum of eight (8)  
33 hours at the overtime rate.  
34

1           **Art. 8.2** Overtime is not to be demanded of  
2 any Employer by any employee or applicant for  
3 employment as a condition for employment.  
4

5                           **ARTICLE 9**  
6                           **HOLIDAYS**  
7

8           **Art. 9.1** The following holidays shall be  
9 observed: New Year's Day, Decoration Day,  
10 Independence Day, Labor Day, Thanksgiving,  
11 the day after Thanksgiving, and Christmas. No  
12 work shall be performed on Labor Day and  
13 Christmas except for the preservation of life  
14 and property. If any of these listed holidays  
15 falls on Sunday, the following Monday shall  
16 be observed as the holiday. If any of the listed  
17 holidays falls on Saturday, the preceding Fri-  
18 day shall be observed as the holiday.  
19

20           **Art. 9.2** The contractor shall notify the  
21 union at the pre-job whether a holiday will be  
22 worked excluding emergencies.  
23

24                           **ARTICLE 10**  
25                           **SHIFTS**  
26

27           **Art. 10.1** The starting time of the first or day  
28 shift shall be between 7:00 a.m. and 8:00 a.m.;  
29 the starting times of the second shift and third  
30 shift shall be adjusted accordingly. The forego-  
31 ing starting times may be changed when mutu-  
32 ally agreed to between the Employer and the  
33 Business Manager of the lodge having jurisdic-  
34 tion of the job.

**Art. 10.2** When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight-hour (8) basis; the second shift shall be established on a seven-and-one-half (7 1/2) hour basis; and the third shift shall be established on a seven-hour (7) basis. The pay for the second and/or third shift for full time shall be the equivalent of eight (8) times the employee's regular hourly rate. The shift rate differential for the second shift will be twenty-five cents (\$0.25) per hour worked. The shift rate differential for the third shift will be fifty cents (\$0.50) per hour worked.

**Art. 10.3** Any employee called to work at any time other than his regular shift shall be paid at the applicable overtime rate for all such time worked within any one twenty-four (24) hour period.

**Art. 10.4** No employee shall be required to work more than eight (8) hours in any twenty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. The overtime rate will be paid to employees working beyond eight (8) hours until they receive an eight (8) hour break. Having been given an eight (8) hour break, if a man is called in more than four (4) hours prior to regular starting time of his shift, he will be paid at the applicable overtime rate in

1 accordance with Article 8, paragraph (a), until  
2 sent home.  
3

4 **Art. 10.5** Employees, employed during their  
5 regular lunch period, will be paid the overtime  
6 rate and allowed sufficient time to consume  
7 their lunch on Employer's time after complet-  
8 ing such emergency work.  
9

10 **Art. 10.6** When an employee is continuous-  
11 ly employed for more than two (2) hours be-  
12 yond the quitting time of his regular shift and/  
13 or for each additional continuously-worked  
14 period in excess of four (4) hours, he will be  
15 allowed thirty (30) minutes to obtain a meal  
16 without loss of pay.  
17

18 **Art. 10.7 Shift Schedule.** The Employer may  
19 establish shift work on the following basis  
20 (see next page for schedule):  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

**Art. 10 Shifts Example:**

ACTUAL HOURS WORKED	STRAIGHT TIME	OVER- TIME	BONUS TIME	HOURS PAID
---------------------	------------------	---------------	---------------	---------------

**Art. 10.1 3****8-HOUR SHIFT BASIS:**

1st Shift

(on job 8.5 hrs. – work 8 hrs.)

8:00 a.m. – 4:30 p.m.	8	-0-	-0-	8
-----------------------	---	-----	-----	---

2nd Shift

(on job 8 hrs. – work 7.5 hrs.)

4:30 p.m. – 12:30 a.m.	8	-0-	-0-	8
------------------------	---	-----	-----	---

3rd Shift

(on job 7.5 hrs. – work 7 hrs.)

12:30 a.m. – 8:00 a.m.	8	-0-	-0-	8
------------------------	---	-----	-----	---

**Art. 10.2 2****9-HOUR SHIFT BASIS:**

1st Shift

(on job 9.5 hrs. – work 9 hrs.)

8:00 a.m. – 5:30 p.m.	8	1	.5	9.5
-----------------------	---	---	----	-----

2nd Shift

(on job 9 hrs. – work 8.5 hrs.)

5:30 p.m. – 2:30 a.m.	8	1	.5	9.5
-----------------------	---	---	----	-----

Or 2nd Shift

(on job 9.5 hrs. – work 9 hrs.)

5:30 p.m. – 3:00 a.m.	8	1.5	.75	10.25
-----------------------	---	-----	-----	-------

**Art. 10.3 2****10-HOUR SHIFT BASIS:**

1st Shift

(on job 10.5 hrs. – work 10 hrs.)

8:00 a.m. – 6:30 p.m.	8	2	1	11
-----------------------	---	---	---	----

2nd Shift

(on job 10 hrs. – work 9.5 hrs.)

6:30 p.m. – 4:30 a.m.	8	2	1	11
-----------------------	---	---	---	----

**Art. 10.4 2****12-HOUR SHIFT BASIS:**

1st Shift

(on job 12 hrs. – work 11 hrs.)

8:00 a.m. – 8:00 p.m.	8	3.5	1.75	13.25
-----------------------	---	-----	------	-------

2nd Shift

(on job 12 hrs. – work 11 hrs.)

8:00 p.m. – 7:30 a.m.	8	4	2	14
-----------------------	---	---	---	----

Or 1st Shift

(on job 12.5 hrs. – work 11.5 hrs.)	8	4	2	14
-------------------------------------	---	---	---	----

Or 2nd Shift

(on job 12 hrs. – work 11.5 hrs.)	8	4.5	2.25	14.75
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**ARTICLE 11**  
**MINIMUM PAY AND REPORTING TIME**

**Art. 11.1** Any employee starting to work or called to work after the starting time Monday through Sunday, inclusive, shall receive at the applicable rate, not less than two (2) hours pay, and if the employee is required to continue on the second period of the shift he shall receive not less than a full-day's pay.

**Art. 11.2** When an employee reports for work at starting time, and weather does not permit him to go to work that day, after reporting he shall receive two (2) hours show-up time. This two (2) hours show-up time is flexible to be used either at the beginning of the shift or during the first four (4) hours of the shift. All remaining time of the shift is to be paid for actual time worked.

**Art. 11.3** The foregoing requirements shall not be applicable where the employee is laid off by reason of bad weather, breakdown of machinery, or any other cause beyond the direct control of the Employer, in which event he shall be paid: (1) not less than two hours pay, (2) for the time actually worked, or (3) the time required to remain on the job, whichever is greater. Where the employee quits or is laid off, payment will be made for actual time worked. In order to qualify for the pay provided for in this Article, the employee must remain on the job, available for work, during the period of



time for which he receives pay, unless released sooner by the Employer's principal supervisor.

**Art. 11.4** The Employer's representative shall determine when weather conditions on the job are such that the men shall or shall not work. Employees not reporting for work because of inclement weather will not be discriminated against.

**Art. 11.5** All one-day jobs on first shift shall require a minimum of eight hours pay at the applicable rate.

## **ARTICLE 12**

### **TRANSPORTATION EXPENSE AND SUBSISTENCE**

**Art. 12.1 Local Lodges 374 and 744 Travel Expense.**  
At the beginning and conclusion of their employment, where a job is located outside of the 30 mile zone of each Lodge dispatch office, all Boilermaker employees shall be paid the published amount allowable by the IRS per mile transportation expense, from the Lodge dispatch office to the job, over the most direct main traveled route, plus any tolls. In order to qualify for transportation in accordance with the provisions of this Article, it is understood that all employees, unless transferred or released sooner (at the option of the Employer): (1) must remain at work at least ten (10) working days or (2) in case of jobs of less than ten (10) working days, they must remain on the job for the duration thereof. An exception to the

foregoing would be an employee who quits a job shall not be entitled to return transportation expense. Any dispute arising as to the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

**Art. 12.2 Local Lodges 107 and 647 Subsistence.**

Addendum A-1 and A-2 between the Chairmen of the Agreement and Local Lodges 107 and 647.

**ARTICLE 13  
WAGES**

**Art. 13.1** There will be a wage freeze [with the exception of a five cent (\$0.05) increase to MOST for the period July 1, 2010 through December 31, 2010]. There is an additional five cent (\$0.05) increase to MOST effective January 1, 2011.

**Art. 13.2** Effective January 1, 2017, the employer shall pay and the employees covered by the terms of this agreement shall accept the following minimum wage scales when employed in the geographical jurisdiction of the following Local Unions:

	<b>Local 107</b>	<b>Local 374</b>	<b>Local 647</b>	<b>Local 744</b>
General Foreman	\$40.65	\$41.78	\$41.50	\$42.06
Foreman	\$38.65	\$39.78	\$39.50	\$40.06
Journeyman	\$35.65	\$36.78	\$36.50	\$37.06

The following package increases have been agreed to and shall be allocated by the union prior to January 1 of each year:

Effective	Local 107	Local 374	Local 647	Local 744
Jan. 1, 2018*	\$1.35*	\$1.35*	\$1.35*	\$1.35*
Jan. 1, 2019*	\$1.40*	\$1.40*	\$1.40*	\$1.40*

\* To be allocated

### **Art. 13.3 Apprenticeship wage scale:**

Apprenticeship Period	% of Journeyman Rate
1A — 1st 6 months	70.0%
1B — 2nd 6 months	72.5%
2A — 3rd 6 months	75.0%
2B — 4th 6 months	77.5%
3A — 5th 6 months	80.0%
3B — 6th 6 months	85.0%
4A — 7th 6 months	90.0%
4B — 8th 6 months	95.0%

### **Art. 13.4 Savings Plan**

#### **Art. 13.4.1 Local 107 and Local 647 Savings Plan.**

Effective July 1, 2004, the Employer agrees to deduct from the employee's hourly taxable wage for Local 107 the sum of one dollar and five cents (\$1.05) per hour for all hours paid and for Local 647 the sum of two dollars (\$2.00) for all hours worked. The Employer agrees to and shall be bound by the Trust Agreement creating

1 the Boilermaker Vacation Trust and all amend-  
2 ments now or hereafter approved by the Board  
3 of Trustees. Said Agreement and amendments  
4 are incorporated by reference and made a part  
5 of this Agreement as if affixed hereto.

6  
7 **Art. 13.4.2 Local 744 Vacation Fund.** The Em-  
8 ployer shall deduct from the employee's gross  
9 hourly taxable wages the sum of one dollar  
10 (\$1.00) for each regular hour paid, one dollar  
11 and fifty cents (\$1.50) for each time-and-one-  
12 half hour paid, and two dollars (\$2.00) for each  
13 double-time hour paid. This amount shall be  
14 deducted weekly and shall be made payable to  
15 the Boilermakers Local 744 Vacation Fund.

16  
17 The total amount due to the Vacation Fund  
18 is made payable to the Boilermakers Local 744  
19 Vacation Fund and sent on a monthly basis, no  
20 later than fifteen (15) days after the end of the  
21 month, to the Boilermakers Union Local 744,  
22 1435 E. 13th Street, Cleveland, Ohio 44114.

23  
24 Payment of the Vacation Fund shall be  
25 made monthly, and if any payment is not made  
26 within fifteen (15) days from the last day of  
27 the month for which hours are reportable, the  
28 local union shall have the right to take what-  
29 ever steps are necessary to secure compli-  
30 ance with this Article, any provision of this  
31 Agreement to the contrary notwithstanding,  
32 and the Employer shall be liable for all costs  
33 for collecting the payments due, together with  
34 attorneys' fees. The Employer's liability for

1 payment hereunder shall not be subject to the  
2 grievance procedure or arbitration provided  
3 under this Agreement.  
4

5 **Art. 13.5 Bond or Escrow Requirements.** All  
6 Employers are required to furnish or post a  
7 payment bond to assure proper and timely  
8 payment of the fringe benefit contributions  
9 and other deductions as required by this  
10 Agreement. The bond shall provide for imme-  
11 diate payment to the appropriate Fund upon  
12 receipt of evidence of a delinquency from the  
13 Fund offices. In lieu of a payment bond, an  
14 escrow account with the same payment  
15 provisions may be established at a bank  
16 satisfactory to the International. The bond or  
17 escrow account shall be in an amount equal  
18 to one hundred twenty-five percent (125%) of  
19 the Employer's highest quarterly fringe contri-  
20 butions, and other deductions in the previous  
21 calendar year, but not less than \$25,000. Evi-  
22 dence satisfactory to the International of such  
23 bonding or escrow account must be presented  
24 prior to start of the job in question. The bond  
25 or escrow account cannot be canceled with-  
26 out approval of the International. Disputes  
27 resulting from this provision shall be resolved  
28 in an expedited fashion consistent with  
29 Fund requirements.  
30

31 **Art. 13.6** Effective July 1, 2000, Boiler-  
32 maker helpers who are referred as applicants  
33 and employed who are not journeymen in a  
34 building trades metal-working craft shall be

1 paid sixty percent (60%) of the journeyman  
2 Boilermaker basic rate of pay and one hundred  
3 percent (100%) of fringe benefit contributions.  
4

5 **Art. 13.6.1** Any Employer who fails or  
6 refuses to hire Field Construction Boilermak-  
7 er Apprentices when available in accordance  
8 with the agreed upon ratio of apprentices to  
9 journeymen, will not be allowed to employ  
10 Boilermaker helpers.  
11

12 **Art. 13.6.2** When qualified Boilermakers  
13 and/or apprentices are on the local out-of-work  
14 list and are willing and available to accept the  
15 referral offer, Boilermaker helpers shall not be  
16 referred to the job until the out-of-work list is  
17 exhausted. However, by mutual consent, ap-  
18 prentices and helpers may comprise thirty per-  
19 cent (30%) of the work force on certain work.  
20

21 **Art. 13.6.3** Addendum C will contain spe-  
22 cific helper criteria for Local 647.  
23

24 **Art. 13.7** Addendum B will contain a certi-  
25 fied pressure welder rate for Local 647.  
26  
27  
28  
29  
30  
31  
32  
33  
34

## ARTICLE 14

### PAY DAY

**Art. 14.1** Employees shall be paid weekly on a designated day during working hours and in no case shall more than three (3) days be held back in any one-payroll period. Failure to pay wages during working hours on specified day, employees shall receive overtime for waiting.

**Art. 14.1.1** The Employer may offer a direct deposit option through Bank of Labor, or any other financial institution of the employee's choice, that is voluntary to the employee.

**Art. 14.2** Every employee working under this Agreement will be furnished on the stub of his paycheck or pay envelope a record of all hours worked showing all deductions separately and indicate clearly what they are for (excluding Boilermaker-Blacksmith Pension, Boilermaker Health and Welfare, Annuity Program, and Apprentice contributions). Employers will include their name and address on check stubs after present stock is exhausted.

**Art. 14.3** When it becomes necessary to lay off men, the foreman and steward shall be notified of the men to be laid off at least one (1) hour prior to regular quitting time.

**Art. 14.4** Employees who are laid off or discharged from the service of the Employer shall receive their wages and transportation

1 expense (to which an employee is entitled) and  
2 personal property immediately thereafter. By  
3 prior mutual agreement with the Business Man-  
4 ager, when it becomes necessary to terminate  
5 a job or a portion of the employees during the  
6 night, early morning, or over the weekend, all  
7 such employees may be paid on the next sched-  
8 uled workday either personally or via U.S. mail  
9 in an envelope bearing the employee's name and  
10 address. The postmark on such envelope shall  
11 determine the date of such mailing. Should an  
12 Employer fail to transmit the checks as required  
13 by this section, the employees will be entitled  
14 to eight (8) hours waiting time for each day  
15 of noncompliance.

16  
17 **Art. 14.5** When there is a reduction of force,  
18 it is understood that the intent is to give pref-  
19 erence of employment to qualified employees  
20 of the local area, consistent with the efficient  
21 operation of the job.

22  
23 **Art. 14.6** Employees terminated shall be  
24 furnished a separation slip showing the em-  
25 ployee's name, the date of termination, and  
26 any and all reasons for the separation. Copies  
27 of all separation slips for cause or quits will be  
28 forwarded to the local union office within  
29 twenty-four (24) hours.



## ARTICLE 15

### UNION REPRESENTATION AND ACCESS TO JOBS

**Art. 15.1** Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representative complies with customer rules and regulations.

**Art. 15.2** A steward shall be a working journeyman appointed by the Business Manager of the local union having jurisdiction of the job who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. Stewards shall receive the regular journeyman's rate of pay.

**Art. 15.3** It is understood and agreed that the steward's duties shall not include any matters relating to referral, hiring, or laying off of employees.

**Art. 15.4** Stewards shall not be discriminated against for the discharge of their duties.

1           **Art. 15.5** Upon presentation of a signed  
2 authorization card, the obtaining of which  
3 shall be the responsibility of the Union, the  
4 Employer shall withhold field dues and dues  
5 to affiliated organizations if applicable, and  
6 submit same to the local union office hav-  
7 ing jurisdiction no later than thirty (30) days  
8 after the end of the month in which the dues  
9 accrued. The Union holds the Employer harm-  
10 less and agrees to defend the Employer fully  
11 in any litigation resulting from this activity  
12 that is deemed to be a service to the Union by  
13 the Employer.  
14

15           **Art. 15.6** In order to expedite the dispatch-  
16 ing of applicants as provided under Article 6,  
17 the Union office, when practical, will be noti-  
18 fied at least four (4) hours in advance of the  
19 names of the employees to be laid off and the  
20 reason for the lay off.  
21

22           **Art. 15.7** When layoffs occur, the steward  
23 will be the last employee laid off providing he  
24 is capable of performing the remaining work.  
25

## 26                   **ARTICLE 16** 27                   **SUPERVISION** 28

29           **Art. 16.1** The selection and number of fore-  
30 men and general foremen shall be entirely the  
31 responsibility of the Employer. It is understood  
32 that in the selection of foremen and general  
33 foremen, the Employer will give first consid-  
34 eration to the qualified men available in the

1 local area without persuading any employees  
2 to leave one Employer for another. The Em-  
3 ployer shall have the right to send general  
4 foremen into any local territory where work is  
5 being performed.

6  
7 **Art. 16.2** All foremen shall be practical  
8 mechanics of the trade.

9  
10 **Art. 16.3** There shall be a foreman on  
11 every job and as many additional foremen as  
12 the Employer deems necessary thereafter. Only  
13 the foremen will give instruction to the men on  
14 the job.

15 **Art. 16.4** Where a total of nine (9) or less  
16 men are employed, one (1) shall be a foreman  
17 who shall work with the tools if required by the  
18 Employer. Where a total of ten (10) or more  
19 men are employed, one (1) shall be a foreman  
20 who shall not work with the tools.

21  
22 **Art. 16.5** All classifications of fore-  
23 men shall accept instructions from the  
24 Employer's superintendent(s). However, the  
25 superintendent(s) shall not give direct instruc-  
26 tions to the other employees covered by the  
27 terms of this Agreement.

28  
29 **Art. 16.6** Foremen shall not apply, in any  
30 respect, any regulations, rules, by-laws, or  
31 provisions of the Union Constitution on the  
32 Employer's job site.

1           **Art. 16.7** Except in a broken workweek at  
2 the beginning or conclusion of a job, when a  
3 general foreman or foreman works three (3) or  
4 more days in any workweek, he shall receive  
5 a minimum of forty (40) hours pay, provided  
6 he reports to the job daily during said work-  
7 week if requested. The intervention of any hol-  
8 iday referred to in this Agreement during any  
9 workweek shall not be construed as creating a  
10 broken workweek. The foregoing provision is  
11 only applicable to Local Lodges 374 and 744.

12  
13                           **ARTICLE 17**  
14                   **PIECE WORK, LIMITATION, AND**  
15                   **CURTAILMENT OF PRODUCTION**  
16

17           There shall be no contract, bonus, bit, or  
18 task work, nor shall there be any limitation or  
19 curtailment of production. Further, the parties  
20 to this Agreement recognize their responsibil-  
21 ity, mandated by its spirit and intent to encour-  
22 age the elimination of restrictive, inefficient,  
23 and cost intensive work practices. To this end,  
24 the employee is expected to extend willing  
25 cooperation and apply himself to work with  
26 a reasonable degree of effort and activity in  
27 performing the work of his trade.

28  
29                           **ARTICLE 18**  
30                   **FUNCTIONS OF MANAGEMENT**  
31

32           The Employer shall have full right to di-  
33 rect the progress of the work and to exercise all  
34 functions and control, including, but not lim-

1 ited to, the selection of the kind of materials,  
2 supplies, or equipment used in the execution  
3 of the work, the determination of the compe-  
4 tency and qualifications of his employees, and  
5 the right to discharge any employee for any just  
6 and sufficient cause, provided, however, that  
7 no employee shall be discriminated against.

8  
9 **ARTICLE 19**  
10 **HEALTH AND WELFARE**  
11

12 **Art. 19.1** The Employer shall pay, for each  
13 hour worked, the following contributions to  
14 the Boilermakers National Health and Welfare  
15 Fund for each Boilermaker employee work-  
16 ing in the geographical jurisdiction of the local  
17 unions listed below. The hourly contributions  
18 are based on hours paid.

	<b>Effective:</b>
<b>Local Lodge</b>	<b>01/01/14</b>
Local 107	\$7.07
Local 374	\$7.07
Local 647	\$7.07
Local 744	\$7.07

26  
27 Finally, the Employer agrees to and shall  
28 be bound by the Trust Agreement creating the  
29 Boilermakers National Health and Welfare  
30 Fund and all amendments now or hereafter ap-  
31 proved by the Board of Trustees. Said Agree-  
32 ment and amendments are incorporated by ref-  
33 erence and made a part of this Agreement as if  
34 affixed hereto.

1           **Art. 19.2 Supplemental Health and Welfare**  
2 **Trusted Agreement for Retired Members.** Refer-  
3 ence Trust and Plan documents for each  
4 Local Lodge.

5  
6                           **ARTICLE 20**  
7                           **PENSIONS**  
8

9           The Employer shall pay, for each hour  
10 paid, the following contributions to the Boil-  
11 ermaker-Blacksmith National Pension Trust  
12 for each Boilermaker employee working in the  
13 geographical jurisdiction of the local unions  
14 listed below. The hourly contributions are  
15 based on hours paid.

	<b>Effective:</b>
<b>Local Lodge</b>	<b>01/01/14</b>
Local 107	\$15.69
Local 374	\$15.55
Local 647	\$14.14
Local 744	\$15.44

23  
24           The Employer agrees to and shall be  
25 bound by the Trust Agreement creating the  
26 Boilermaker-Blacksmith National Pension  
27 Trust and all amendments now or hereafter ap-  
28 proved by the Board of Trustees. Said Agree-  
29 ment and amendments are incorporated by ref-  
30 erence and made a part of this Agreement as if  
31 affixed hereto.

**ARTICLE 21**  
**APPRENTICESHIP PROGRAM**

**Art. 21.1** The Employer, for all employees covered by this Agreement, shall pay, for each hour worked, the following contributions to the Great Lakes Apprenticeship Fund for work performed in the jurisdiction of the following Locals:

	<b>Effective:</b>
<b>Local Lodge</b>	<b>01/01/17</b>
Local 107	\$0.40
Local 374	\$0.40
Local 647	\$0.40
Local 744	\$0.40

This Agreement may, upon thirty (30) days prior written notice, be reopened to discuss any change in the hourly contribution to the Great Lakes Apprenticeship Fund if the Great Lakes Area Apprenticeship Committee requests such reopening. The Employer agrees to and shall be bound by the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds and all amendments now or hereafter approved by the Board of Trustees. Said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**Art. 21.2** The ratio of apprentices shall be determined by the local union ratio of apprentices to journeymen, but not less than one (1) to five (5). In the event apprentices are not available in sufficient number to comply with the ratio, the area Joint Apprenticeship Committee and the International will be notified and necessary steps will be taken to increase the number of available apprentices.

**Art. 21.3** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the Apprenticeship Fund will not be used to train apprentices or journeymen who will be employed by employers in the Boilermakers Field Construction and Repair Industry not signatory to a collective bargaining agreement providing for contributions to the Fund. Therefore, the Trustees of the Fund are empowered to adopt and implement a scholarship loan agreement program which will require apprentices and journeymen who receive training benefits from the Fund and who are employed by signatory Employers to repay the costs of training, either by service with such Employers following training, or by actual repayment of the costs of training if the individual goes to work for a non-signatory Employer in the Boilermaker Field Construction and Repair Industry. The costs of training at the National Training Center may include the reasonable value of all Fund materials, facilities, and personnel utilized in training at the National Training Center.



**Art. 21.4** It is agreed that each of the participating local unions covered under this Agreement may choose a ten-cents (\$0.10) per hour paid payroll deduction for a Local Building and Training Fund. It is understood that this payroll deduction is subject to a check-off authorization from each employee working in that local lodge jurisdiction. All payroll deductions shall be forwarded by check to the appropriate local union office and shall be made payable to the appropriate Local Building and Training Fund within thirty (30) days following the last day of each month or at the conclusion of a job, whichever is sooner. A list of all employees, hours worked, and individual deductions shall accompany such payments.

**Local Lodge Effective 01/01/17**

Local 744                      \$0.35

**Art. 21.5 For Local 374 Only.** All apprentices shall be paid four (4) hours at the straight time rate plus benefits for classes attended on company time provided that the apprenticeship percentage does not fall below 20 percent of the membership.

1 **ARTICLE 22**

2 **ANNUITY**

3  
4 The Employer shall pay, for each hour  
5 paid, the following contributions to the Boiler-  
6 maker National Annuity Trust for each Boiler-  
7 maker employee working in the geographical  
8 jurisdiction of the local unions listed below. The  
9 hourly contributions are based on hours paid.

10  
11 **Effective:**

12 **Local Lodge**

**01/01/17**

13 Local 107

\$3.35

14 Local 374

\$4.27

15 Local 647

\$4.40

16 Local 744

\$3.95

17  
18 The Employer agrees to and shall be  
19 bound by the Trust Agreement creating the Na-  
20 tional Annuity Trust and all amendments now  
21 or hereafter approved by the Board of Trustees.  
22 Said Agreement and amendments are incor-  
23 porated by reference and made a part of this  
24 Agreement as if affixed hereto.

25  
26 **ARTICLE 23**

27 **MOST**

28  
29 **Art. 23.1** Effective January 1, 2011 the  
30 Employer agrees to contribute the appren-  
31 ticeship contribution rate established in  
32 Article 21 plus thirty-four cents (\$0.34)  
33 per hour worked to the Mobilization,  
34 Optimization, Stabilization, and Training

(MOST) Program. The Employer agrees to and shall be bound by the Trust Agreement creating the Mobilization, Optimization, Stabilization, and Training Program and all amendments now or hereafter approved by the Board of Trustees. Said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**Art. 23.2** Any increases or decreases after July 1, 2000 shall be implemented on the first day of the month following notification from MOST to the Co-Chairmen of the Great Lakes Articles of Agreement.

**Art. 23.3** The Great Lakes Employers and the Union each recognize the need to promote construction job site safety and to contribute to the reduction or elimination of industrial accidents and unhealthy environmental conditions at work sites on a day-to-day basis. In recognition of this need, the parties adopt a Joint Safety and Training Program which also encompasses an annual drug screening program. This program shall be funded by a contribution to MOST of thirty-four cents (\$0.34) per hour worked as presently included in Art. 23.1 above. The Safety and Training Program shall be carried out in keeping with the Trust documents and the policies and procedures manual adopted for this program.

1           **Art. 23.3.1** The parties to this program will  
2 cooperate to accomplish a drug free environ-  
3 ment and a safe work place. Effective July 19,  
4 1995, in the Great Lakes area, drug screening  
5 will be mandatory.  
6

7           **Art. 23.3.2 The Substance Abuse Program**  
8 will be conducted in keeping with the estab-  
9 lished testing procedures developed by the  
10 Department of Health and Human Services  
11 Scientific and Technical Guidelines dated April  
12 11, 1988, and any subsequent amendments  
13 thereto and the Laboratory shall be licensed or  
14 certified, as the case may be, by the National  
15 Institute of Drug Abuse, The College of  
16 American Pathologists, and the Department  
17 of Defense, and shall participate in the profi-  
18 ciency testing programs required by each of  
19 those respective organizations.

20           Drug screening and gas chromatography /  
21 Mass Spectrometry (GC/MS) confirmation for  
22 ten (10) categories of drugs will be required  
23 with the following cut-off limits:  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

# Cut-Off Limits Revised Oct. 1, 2010

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-Off Limit (ng/ml)
Amphetamines - Extended Includes, but not limited to: Amphetamine, Methamphetamine, MDA, MDEA, and MDMA (also known as Ecstasy)	500*	250*
Barbiturates	300	200
Benzodiazepines Includes, but not limited to: Valium, Librium	300	300
Benzoylcegonine (Cocaine Metabolite)	150*	100*
Tetrahydrocannabinol / Cannabinoids*** (THC - marijuana metabolite)	50*	15*
Methadone	300	300
Opiates - Extended**** Includes, but not limited to: Vicodin, Oxycontin, Dilaudid, Darvon, Demerol, Hydrocodone	300*	300*
Phencyclidine (PCP)	25*	25*
Propoxyphene	300	300
Tramadol (Ultram)	300	300
6-Acetylmorphine (6-AM)	10*	10*
Creatinine	20mg/dl	20mg/dl
Alcohol, Ethyl	0%**	

\*Cut-off limits meet or exceed those established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs. Effective October 1, 2010 cutoff levels were modified in accordance with DOT guidelines, Federal Register 40 CFR part 40, and the US Dept. of

Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA). In addition, MDMA testing was incorporated to be in accordance with those recommended guidelines.

\*\*MOST considers a 0% breath alcohol as normal. Any report in excess of .02% shall be considered above the impairment level. Refer to section 12 for alcohol testing.

\*\*\*MOST will NOT recognize ingestion of over the counter hemp products, or codeine products, as an acceptable medical explanation for THC positive urinalysis, or opiate positive urinalysis.

\*\*\*\*MOST modified the opiates testing parameters September 27, 2006 to include all reactive testing for all synthetic opiates – ie: oxycontin, oxycodone, vicodin, hydrocodone, hydromorphone etc.

**Art. 23.3.3** The MOST Drug Screening Program will pay all costs (once per calendar year) for an annual drug screen. The drug screening will be mandatory. A dated Drug Free Certification Card will be issued to all employees testing negative. Records of such tests shall be maintained by the Independent Testing Laboratory and/or the Medical Review Officer. All costs, such as for collection, analysis, reporting, maintenance of records, issuing cards and notifications shall be borne by MOST, for all participants covered by the appropriate collective bargaining agreement. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time. No transportation pay shall be applicable.

1           **Art. 23.3.4** A subcommittee from each area  
2 will be formed to keep abreast of the latest  
3 developments, changes, and technology per-  
4 taining to drug screening programs. The sub-  
5 committee will report any suggested changes  
6 to the safety oversight committee appointed  
7 by MOST.  
8

9           **Art. 23.3.5** All contractors will be required  
10 to perform on-site specific random drug test-  
11 ing in accordance with MOST Drug Screen-  
12 ing Policy and Procedures (revised October 1,  
13 2010), and all amendments now or hereafter  
14 approved by the Board of Trustees.  
15

16                           **ARTICLE 24**  
17                           **DEVELOPMENT & TRAINING FUNDS**  
18

19           **Art. 24.1** In order to continue to improve  
20 the knowledge and skill of Boilermakers and  
21 to assure a high quality of workmanship, each  
22 local union may establish a Development and  
23 Training Fund. The Employer shall contrib-  
24 ute the following contributions for each hour  
25 paid to the respective Local Development and  
26 Training Fund:  
27

28	Local Lodge	Effective 01/01/17
29	Local 374	\$0.40
30	Local 647	\$0.51

Contributions for Local Lodge 107 training and development fund shall be as follows:

January 1, 2017      \$0.99

**Art. 24.2** Each Fund shall be jointly trusteeed with three (3) Trustees from the local union and three (3) Trustees from local employers. The Employer agrees to and shall be bound by the Trust Agreement creating a Local Development and Training Fund and all amendments now or hereafter approved by the Board of Trustees. Said agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**Art. 24.3** All contributions shall be forwarded to the respective local union by check payable to Local Development and Training Fund within thirty (30) days following the last day of each month or at the conclusion of a job, whichever is sooner. A list of all employees and hours worked shall accompany such payments.

**Art. 24.4 Increases to Development and Training Funds.** Effective Jan. 1, 2011, the trustees of each training fund will submit to the Chairmen of the Agreement, 45 days before the anniversary date, any recommendations for increases to these funds, not to exceed eight cents (\$0.08) per year.\*

\*increases for Local 744 must be agreed upon by the two Agreement Chairmen.



**ARTICLE 25**  
**CAMPAIGN ASSISTANCE, POLITICAL**  
**ACTION, & SICK AND DISTRESSED FUNDS**

**Art. 25.1** Upon presentation of a signed authorization, the Employer shall withhold five cents (\$0.05) per hour paid for the Boilermakers Campaign Assistance Fund (CAF). The Employer shall submit the collected Campaign Assistance Funds to the International Secretary-Treasurer's office no later than thirty (30) days after the end of the month in which the deduction accrued. Obtaining the signed authorizations shall be the responsibility of the Union. The Union shall hold the Employer harmless and agrees to defend the Employer fully in any litigation resulting from this activity that is deemed to be a service to the Union by the Employer. The signed authorization shall remain in force and effect until canceled in writing by the employee.

<b>Local Lodge</b>	<b>Effective 07/01/04</b>
Local 744	\$0.05

**Art. 25.2** The Employer shall withhold zero cents (\$0.00) per hour paid for the appropriate Boilermaker Local's State and Local Political Action Fund (PAC), and zero cents (\$0.00) per hour paid for the Local Lodge 744 Sick and Distressed Fund. The Employer shall submit the collected Political Action Funds to the local union's office, in care of the local union's Secretary-Treasurer, no later than thirty (30)

1 days after the end of the month in which the  
2 deduction accrued. Obtaining the signed au-  
3 thorizations and maintaining of records shall  
4 be the responsibility of the Union. The Union  
5 shall hold the Employer harmless and agrees  
6 to defend the Employer fully in any litigation  
7 resulting from this activity that is deemed to  
8 be a service to the Union by the Employer.  
9 The signed authorization shall remain in  
10 force and effect until canceled in writing by  
11 the employee.

		<b>Effective</b>		
<b>Local Lodge</b>	<b>01/01/17</b>	<b>01/01/18</b>	<b>1/01/19</b>	
Local 374	\$0.05	\$0.05	\$0.05	
Local 647	\$0.05	\$0.05	\$0.05	

## 18 **ARTICLE 26**

### 19 **GRIEVANCE AND ARBITRATION PROCEDURE**

21 **Art. 26.1** All grievances, other than those  
22 pertaining to general wage rates or jurisdiction-  
23 al disputes, that may arise on any job covered  
24 by this Agreement shall be handled in the fol-  
25 lowing manner without permitting the griev-  
26 ance to interfere with the progress and execu-  
27 tion of work in the process of adjustment.

29 **Art. 26.2** Representatives of the local union  
30 and the Employer shall first consider any such  
31 grievance, and if not settled within seven (7)  
32 working days, it will be reduced to writing and  
33 submitted to:

1           **Art. 26.3** The International Representative  
2 of the Union and the Employer or Employers  
3 involved, and if not settled within seven (7)  
4 working days;

5  
6           **Art. 26.4** Then the grievance shall be sub-  
7 mitted in writing within seven (7) working  
8 days to an Arbitration Committee consisting of  
9 a representative of the Union, a representative  
10 of the Employer, and a third member to be cho-  
11 sen by those two (2) jointly. The decision of the  
12 majority of the Arbitration Committee shall be  
13 final and binding on the parties involved. Such  
14 decisions shall be within the scope and terms  
15 of this Agreement, but shall not change such  
16 scope and terms, shall be rendered within ten  
17 (10) working days from the time of reference  
18 to the Arbitration Committee, and shall specify  
19 whether or not it is retroactive and the effective  
20 date thereof.  
21

22           **Art. 26.5** If the two members of the Arbitra-  
23 tion Committee fail to select a neutral member  
24 within five (5) working days, the two members  
25 already appointed shall within five (5) working  
26 days call upon the Federal Mediation and Con-  
27 ciliation Service to make the third selection.  
28 In the event either the Employer or the Union  
29 representative fails to cooperate in calling upon  
30 the Federal Mediation and Conciliation Service  
31 within the said five (5) working days, the other  
32 representative shall have the authority to make  
33 such request.  
34

1           **Art. 26.6** The expense of the third member  
2 of the Arbitration Committee shall be borne  
3 equally by the Union and the Employer. All  
4 other expenses of the arbitration procedure will  
5 be borne by the party incurring them.  
6

7           **Art. 26.7** Any grievance must be submitted  
8 in writing to the other party within fifteen (15)  
9 working days of occurrence or it will be con-  
10 sidered closed.  
11

12           **Art. 26.8** Should the National Association  
13 of Construction Boilermaker Employers  
14 (NACBE) and the International Brotherhood  
15 adopt an alternate grievance and arbitration  
16 procedure, then that procedure will be substi-  
17 tuted herein after review and mutual agreement  
18 by both parties.  
19

## 20                   **ARTICLE 27** 21                   **SAFETY MEASURES**

22           **Art. 27.1** All work of the Employer shall  
23 be performed under mutually approved safety  
24 conditions which must conform to State and  
25 Federal regulations. However, as required by  
26 law, it is the Employer's responsibility to pro-  
27 vide a safe and healthy work place.  
28

29           **Art. 27.2** A warm, clean, dry place, shielded  
30 from dust, shall be provided for employees to  
31 change their clothes and eat lunches. Properly  
32 cooled drinking water and reasonable sanitary  
33 facilities, properly maintained, will be made  
34 available. Attempts will be made to obtain the

1 use of the customer's toilet and wash facilities.  
2 Upon failure to gain the use of the customer's  
3 facilities, when practical, the Employer shall,  
4 where access to running water and a sewer is  
5 possible, provide a means of wash up. Hand  
6 soap or similar cleansing agents shall be pro-  
7 vided, including paper hand towels or sections  
8 thereof. Where pre-bid meetings are held with  
9 the customer, the use of owner facilities shall  
10 be requested.  
11

12 **Art. 27.3** Scaffolding, staging, walks, lad-  
13 ders, gangplanks, and other safety equipment  
14 shall be provided where necessary and shall  
15 be constructed in a safe and proper manner  
16 by competent mechanics. No reinforcing rod  
17 of any size or type shall be used in any of the  
18 above safety equipment.  
19

20 **Art. 27.4** In addition to the Employer being  
21 required to furnish adequate safety measures  
22 and equipment, it shall be a requirement of the  
23 employees to conform to safety regulations and  
24 measures as provided.  
25

26 **Art. 27.5** Welders shall be furnished suit-  
27 able replacement of welding gloves when em-  
28 ployed as a welder. When a welder is required  
29 to use heliarc equipment, he shall be furnished  
30 a light glove that does not restrict his move-  
31 ments. Suitable leathers will be made available  
32 on the job for welders' use when, at the discre-  
33 tion of the superintendent and foreman, they  
34

1 are necessary for welders' safety and protec-  
2 tion. Such suitable leathers shall be the prop-  
3 erty of the Employer.  
4

5 **ARTICLE 28**  
6 **MEDICAL TREATMENT AND EXAMINATION**  
7

8 **Art. 28.1** Employees actually at work and  
9 who are required to take time off from their  
10 employment during working hours to secure  
11 treatment because of injuries or sickness aris-  
12 ing out of and in the course of their employ-  
13 ment shall receive pay for such time plus  
14 necessary travel expenses incurred providing  
15 he has a doctor's certificate from Employer's  
16 designated doctor showing time he reported  
17 for treatment and length of time required for  
18 such treatment. Should an employee become  
19 ill or injured on a job, the job superintendent  
20 shall designate a man to accompany the man to  
21 his local residence, hospital, or for necessary  
22 treatment. In the event an employee chooses  
23 to select his own doctor for medical attention  
24 after the first day of injury and such visits are  
25 scheduled during working hours, he shall be  
26 paid only for actual hours worked.  
27

28 **Art. 28.2** Employees shall not be required to  
29 take a physical examination, unless required by  
30 governmental agencies, and there shall be no  
31 age limit except as provided by law.  
32  
33  
34

1 **ARTICLE 29**  
2 **JOB NOTICE**  
3

4 **Art. 29.1** In order to insure the satisfactory  
5 progress of each job, the Employer will furnish  
6 the local Business Manager and International  
7 headquarters with the following job informa-  
8 tion as soon as possible and practical:  
9

- 10 (1) Location of job site  
11 (2) Approximate starting date and duration  
12 (3) Type of job  
13 (4) Approximate manpower requirements  
14

15 **Art. 29.2** Upon written request by the Con-  
16 struction Division of the International, the  
17 home office representative of the Employer  
18 shall, on letterhead stationery, designate spe-  
19 cific assignments of work on a job.  
20

21 **ARTICLE 30**  
22 **AGREEMENT QUALIFICATIONS**  
23

24 **Art. 30.1** It is not the intent of either party  
25 hereto to violate any laws or any rulings or  
26 regulations of any governmental authority or  
27 agency having jurisdiction of the subject mat-  
28 ter of this Agreement, and the parties hereto  
29 agree that, in the event any provision of this  
30 Agreement is held to be unlawful or void by  
31 any tribunal having the right to so hold, the  
32 remainder of the Agreement shall remain  
33 in full force and effect, unless the parts so  
34

1 found to be void are wholly inseparable from  
2 the remaining portions of this Agreement.  
3

4 **Art. 30.2** It is further understood that this  
5 Agreement was negotiated with the Union on  
6 an area-wide basis by the Employers engaged  
7 in the field construction industry in the area.  
8 Should this Agreement, by notice given as  
9 herein provided be reopened for further nego-  
10 tiations, such negotiations shall be conducted  
11 on an area-wide basis by the Employers who  
12 have executed this Agreement and/or Employ-  
13 ers signatory to the National Agreement.  
14

15 **Art. 30.3** By agreement between a signatory  
16 Employer and the Union, a dispute regarding  
17 the application of any provisions of this Agree-  
18 ment shall be submitted to the two Chairmen  
19 for their opinion. Failure to mutually agree to  
20 submit the dispute to the two (2) Chairmen,  
21 then either party may, in writing, submit the  
22 dispute to the two (2) Chairmen for an opinion.  
23

24 **Art. 30.4** Any article or articles of this  
25 Agreement, for a particular job or project, may  
26 be modified by mutual agreement between the  
27 Business Manager and the Employer. Any such  
28 agreement shall be reduced to written form,  
29 signed by both parties and in the hands of  
30 the Chairman of both Union and Employer  
31 committees, when practical to do so, before  
32 the commencement of any work at the job  
33 or project.  
34



**ARTICLE 31**  
**NO STRIKE, NO LOCKOUT**

**Art. 31.1** During the term of this Agreement, there shall be no authorized strike by the Union or lockout by the Employer, provided the Union and the Employer abide by the provisions of the grievance machinery.

**Art. 31.2** In the event a strike occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union, its officers or agents, provided the Union shall, as soon as possible after notification by the Employer of a work stoppage, post notice at the job that such action is unauthorized by the Union, and promptly take steps to return its members to work.

**Art. 31.3** In the event of an area strike over contract negotiations between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, AFL-CIO, and the Great Lakes Boilermaker Employers, it will not be considered a violation of this Agreement for the Employer to stop work covered by this Agreement for the duration of the strike. The Employer is required to give notification to the Union a minimum of five (5) working days prior to taking such action. In the event of an area strike over contract negotiations, it will not be considered a violation of this Agreement for the Union to refuse to furnish employees to the Employer for the duration of

1 the strike. The Union is required to give notifi-  
2 cation to the Employer a minimum of five (5)  
3 working days prior to taking such action.  
4

5 **Art. 31.4** The Employer may discharge  
6 an employee for taking part in an un-  
7 authorized strike.  
8

9 **Art. 31.5** Notwithstanding any provision  
10 of this Article, it shall not be a violation of  
11 this Agreement for employees covered by this  
12 Agreement to refuse to cross a picket line es-  
13 tablished by any union or the local Building  
14 Trades Council representing employees at the  
15 job if such employees are engaged in a strike  
16 which is properly sanctioned by the Boiler-  
17 makers International Union.  
18

## 19 **ARTICLE 32**

### 20 **WELDER CERTIFICATION**

21

22 **Art. 32.1** Any welder who is required to  
23 take a test on a job site shall be paid for the  
24 time required to take the test.  
25

26 **Art. 32.2** If an Employer participates in the  
27 Common Arc Program, no compensation shall  
28 be paid to welders testing or upgrading under  
29 the program.  
30  
31  
32  
33  
34

**ARTICLE 33**  
**DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2017, and shall remain in full force and effect through Dec. 31, 2019, and shall remain in force and effect from year to year thereafter unless either party shall, at least sixty (60) days prior thereto, notify the other party in writing of desire to modify or terminate this Agreement. In the event such notice is given, the parties in accordance with the provisions of Article 30, Section 2, shall meet not later than fifteen (15) days after receipt of such notice. Should an understanding not be reached within thirty (30) days from the date such notice was filed, the procedure outlined in Section 8 of the Labor Management Relations Act, 1947, will be followed.

## APPENDIX A

### NCA WORK RULES

**App. A.1** The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.

**App. A.2** There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national or local agreements shall be followed.

**App. A.3** Security procedures for control of tools, equipment, and materials are solely the responsibility of the Employer.

**App. A.4** Workmen 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 the quitting time. The parties

1 reaffirm their policy of a fair day's work for a  
2 fair day's wage.

3  
4 **App. A.5** Practices not a part of terms and  
5 conditions of collective bargaining agreements  
6 will not be recognized.

7  
8 **App. A.6** Slowdowns, standby crews, and  
9 featherbedding practices will not be tolerated.

10  
11 **App. A.7** A steward shall be a qualified  
12 workman performing work of his craft and shall  
13 exercise no supervisory functions. There shall  
14 be no nonworking stewards.

15  
16 **App. A.8** There shall be no illegal strikes,  
17 work stoppages, or lockouts.

18  
19 **App. A.9** When a local union does not fur-  
20 nish qualified workmen within forty-eight (48)  
21 hours (Saturdays, Sundays, and holidays ex-  
22 cluded), the contractor shall be free to obtain  
23 workmen from any source.

24  
25 **App. A.10** It is agreed that overtime is  
26 undesirable and not in the best interests of  
27 the industry or the craftsmen. Therefore, except  
28 in unusual circumstances, overtime will not  
29 be worked. Where unusual circumstances  
30 demand overtime, such overtime will be kept at  
31 a minimum.

32  
33 **App. A.11** If the contractor so elects, he may  
34 work shift work at a rate negotiated in the ap-

1 plicable agreements. If the agreements do not  
2 contain rates pertaining to shift work, the par-  
3 ties shall negotiate such shift rates at the pre-job  
4 conference. The Employer shall determine the  
5 crafts and number of men to be assigned to each  
6 of the shifts as established.

7  
8 **APPENDIX B**  
9 **SMALL BOILER AND REPAIR ADDENDUM**

10 **App. B.1 Preamble**  
11

12  
13 WHEREAS, the parties hereto have main-  
14 tained a mutually satisfactory bargaining rela-  
15 tionship in the work area covered by collective  
16 bargaining agreements between them which  
17 have been in effect over a substantial number of  
18 years; and

19  
20 WHEREAS, the International Brotherhood  
21 of Boilermakers, Iron Ship Builders, Black-  
22 smiths, Forgers, and Helpers, and/or subordi-  
23 nate subdivisions thereof, embrace within its  
24 membership large numbers of qualified jour-  
25 neymen who have constituted in the past, and  
26 continue to do so, a majority of the employees  
27 employed by the Employers herein;

28  
29 NOW, THEREFORE, the Employer rec-  
30 ognizes the Union as the sole bargaining agent  
31 for all of its Field Small Boiler and Repair em-  
32 ployees in the performance of all work coming  
33 within the terms of this Agreement subject to  
34 the provisions of existing laws.

## App. B.2 Scope and Purpose of Agreement

**App. B.2.1** This Agreement shall apply to all Employer's work traditionally known as Small Boiler (all heating boilers and process boilers, 25,000 lbs. per hour or less) work and shall encompass all minor repair work done in the field including installation, maintenance, repair, and renovation.

Maintenance work shall be any work performed within the limits of a plant property involving renovation, repair, or preventive maintenance to plant facilities. The term repair as used herein is work required to restore by replacements of parts, or other means, any existing facilities to efficient operating conditions. The word "renovation" as used herein is work required to restore by replacement, overhauling, or revision of parts to existing facilities, to efficient operating condition.

This Addendum shall not apply to work of any nature performed in or about Steel Mills, Oil Refineries, Chemical Plants, Gas Plants, Ore Processing Plants, or Utility Plants. This, however, does not preclude work of Small Boiler (all heating boilers and process boilers, 25,000 lbs. per hour or less) nature in these facilities, such as repair of office or warehouse units used to provide heat or hot water.

1           **App. B.2.2** In addition to the terms set forth  
2 herein, the Employer agrees to become signa-  
3 tory to and comply with all terms and condi-  
4 tions of the Great Lakes Articles of Agreement.  
5

6           **App. B.2.3** This Addendum shall be in addi-  
7 tion to the following existing Rider for Small  
8 Boiler and Repair Agreement:  
9

10           This rider covers the emergency repair of  
11 non-utility, completed, shop assembled, pack-  
12 age boilers and shall pertain to all such work  
13 within the geographical jurisdiction of the Great  
14 Lakes Articles of Agreement, The Missouri  
15 Basin Articles of Agreement, and any other  
16 additional territory that may be approved by the  
17 International Brotherhood of Boilermakers.  
18

19           The Employer agrees to notify the appro-  
20 priate Local, within twenty-four (24) hours of  
21 arriving on the job site, of where work is be-  
22 ing performed, the description of work, the ap-  
23 proximate duration, and the manpower require-  
24 ments for each job.  
25

26           The Union agrees that the Employer  
27 may bring one (1) foreman and three (3)  
28 Boilermakers to each job. All additional clas-  
29 sifications of qualified Boilermakers shall be  
30 referred from the Local where the work is be-  
31 ing performed. If no qualified Boilermakers  
32 are available, the contractor will be allowed to  
33 bring additional manpower.  
34



1           **App. B.2.4** This article or other articles of  
2 this Addendum may be modified by mutual  
3 agreement between the Business Manager and  
4 the Employer. All such agreements shall be  
5 reduced to written form, signed by both par-  
6 ties and submitted to the Chairman of the  
7 Employers Committee and Union Committee  
8 for final approval, when practical to do so,  
9 before the commencement of any work at  
10 the job or project.  
11

12           **App. B.2.5** All other major repair jobs, in-  
13 cluding all Federal, State, County, and City  
14 work of any nature shall be performed at the  
15 construction rate of pay set forth in the Great  
16 Lakes Articles of Agreement between Em-  
17 ployers and the Union. However, where no  
18 prevailing wage is established for this work,  
19 the Small Boiler Repair rate of pay may be used  
20 with prior approval of the Business Manager.  
21

22           **App. B.2.6** This Great Lakes Articles of  
23 Agreement Addendum shall apply to the known  
24 or established territory, now under the jurisdic-  
25 tion of Lodge 107, Milwaukee, Wisconsin;  
26 Lodge 374, Hammond, Indiana; Lodge 647,  
27 Minneapolis Minnesota; Lodge 744, Cleveland,  
28 Ohio; and, any additional territory that may  
29 be approved by the International Brotherhood  
30 of Boilermakers.  
31  
32  
33  
34

## **App. B.3 Union Security**

**App. B.3.1** For all work covered by this Addendum, the Employer agrees all of its present employees engaged in performing such work who are members of the Union on the date of the execution of this Addendum shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter by the Employer for work covered by this Addendum, shall become and remain members in good standing of the Union as a condition of continued employment on and after the thirtieth (30) day following the beginning of their employment, or on or after the thirtieth (30) day following the signing of this Addendum, whichever is later. (This clause shall be effective only in those states permitting Union Security.)

## **App. B.4 Wages and Benefit**

**App. B.4.1 Wages.** The Employer shall pay the following wage scales and benefits to all employees performing work under this Addendum.

### **Effective July 1, 2004**

**General Foreman** — 80 percent of established Local Journeyman wage rate, plus \$2.00 per hour.

**Foreman** — 80 percent of established Local Journeyman wage rate, plus \$1.50 per hour.

**Journeyman** — 80 percent of established Local Journeyman wage rate.

**Apprentice** — 70 percent of the above established Small Boiler and Repair Journeyman wage rate, and for each succeeding six months thereafter shall be advanced as follows; upon approval of the Local Joint Apprenticeship Committee.

1st 6 months	70.0%
2nd 6 months	72.5%
3rd 6 months	75.0%
4th 6 months	77.5%
5th 6 months	80.0%
6th 6 months	85.0%
7th 6 months	90.0%
8th 6 months	95.0%

**Helper** — 60 percent of the above established Small Boiler and Repair Journeyman wage rate and shall be advanced as follows:

0 to 1000 hours	60%
1001 hrs. to Journeyman status	

The wage rate shall be increased in the amount determined by the Employer commensurate with the employees' increased skills and ability.

**Apprentices and/or Helpers**, when assigned to a job site that requires one man, shall be paid the full Small Boiler and Repair Journeyman wage rate.

1                   **App. B.4.2 Fringe Benefits**  
2

3                   **Pension** — 50 percent of the established lo-  
4 cal contribution.  
5

6                   **Annuity** — 50 percent of the established  
7 local contribution.  
8

9                   **Health & Welfare** — 100 percent of the  
10 established local contribution.  
11

12                   **App. B.4.3** All other benefits and/or funds  
13 that are set forth in the Great Lakes Articles of  
14 Agreement shall be at 100 percent of the estab-  
15 lished local contribution.  
16

17  
18                   **App. B.4.5** Any increase in the wage or  
19 benefits listed above will coincide with those of  
20 the Great Lakes Articles of Agreement.  
21

22                   **App. B.5 Duration of Agreement**  
23

24                   This Addendum shall become effective  
25 from the date of signing through December 31,  
26 2019 and shall remain in force and effect from  
27 year to year thereafter unless either party shall,  
28 at least sixty (60) days prior thereto, notify the  
29 other party in writing of a desire to modify or  
30 terminate this addendum.  
31  
32  
33  
34

The Agreement, as negotiated by the foregoing committees, is hereby accepted by the parties signatory hereto this 11th day of October 2016, with the full understanding that this Agreement is between the Union and the individual signatory Employer.

FOR THE EMPLOYER:

By

A handwritten signature in black ink, appearing to read 'Eric Heuser', written over a horizontal line.

Eric Heuser, Chairman  
Hayes Mechanical

By

A handwritten signature in black ink, appearing to read 'Jacob Snyder', written over a horizontal line.

Jacob Snyder, Secretary  
Enerfab

FOR THE UNION:

A handwritten signature in black ink, reading "Newton B. Jones". The signature is fluid and cursive, with a long horizontal line extending from the end.

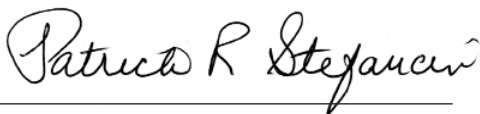
---

Newton B. Jones, International President

A handwritten signature in black ink, reading "Larry McManamon". The signature is cursive and stylized, with a checkmark-like flourish at the end.

---

Lawrence J. McManamon, IVP / Chairman

A handwritten signature in black ink, reading "Patrick R. Stefancin". The signature is cursive and elegant, with a small flourish at the end.

---

Patrick R. Stefancin, Co-Secretary  
IR-CSO

A handwritten signature in black ink, reading "Anthony W. Palmisano". The signature is cursive and stylized, with a long horizontal line extending from the end.

---

Anthony W. Palmisano, Co-Secretary  
IR-CSO

The foregoing Agreement and Appendix “A” were negotiated at a general conference of the Employers and the Union.

### **Representing the Union:**

Lawrence J. McManamon, Chairman  
International Vice President

Patrick R. Stefancin, Co-Secretary  
IR-CSO

Anthony W. Palmisano, Co-Secretary  
IR-CSO

Blane D. Tom, BM/ST, Local 107

Dan McWhirter, BM/ST, Local 374

Luke Voigt, BM/ST, Local 647

James McManamon, BM/ST, Local 744

### **Representing the Employers:**

Eric Heuser, Chairman  
Hayes Mechanical

Jacob Snyder, Secretary  
Enerfab

Bob Gabrysiak, Hayes Mechanical

Ron Mayer, APCom

Sheldon Traxler, CBI

Tim Dace, CTS

Kevin Osterling, Jamar

John Parks, B&W

Corey Bushong, ICI

Ron Traxler, CBI





**UNION DIRECTORY**  
**GREAT LAKES ARTICLES OF AGREEMENT**

Newton B. Jones, Intl. Pres. International President 753 State Avenue Ste 570 Kansas City KS 66101	913-371-2640
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Lawrence J. McManamon, IVP 18500 Lake Road Ste 210 Rocky River OH 44116-1744	440-333-0300
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Local Lodge 107 3185 Gateway Rd Ste 200 Brookfield WI 53045	262-754-3167
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Local Lodge 374 6333 Kennedy Avenue Hammond IN 46323	219-845-1000
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Local Lodge 647 9459 NW Hwy 10 Ste 105 Ramsey MN 55303-7280	763-712-9930
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Local Lodge 744 1435 East 13th Street Cleveland OH 44114	216-241-2085
--	--------------



## **CONTRACTOR DIRECTORY**

### **GREAT LAKES ARTICLES OF AGREEMENT**

1st American Steel L.L.C.  
700 Chase Street  
Gary, IN 46402  
219/944-9040

3RC Mechanical & Contracting  
Services  
5330 W. 124th Street  
Alsip, IL 60803  
708/385-0505

A & B Welding & Construction Inc.  
8021 199th Ave. NW  
Elk River, MN 55330  
763/757-7191

Advance Boiler & Tank Company, LLC  
6600 W. Washington St. Ste. 700  
West Allis, WI 53214  
414/475-3120

Air Heater Seal Co. / Power Group  
P.O. Box 8, Marietta Rd.  
Waterford, OH 45786  
740/984-2146

Alberici Constructors, Inc.  
8800 Page Avenue  
St. Louis, MO 63114  
314/733-2000

Allied Boiler & Welding Co., Inc.  
1009 W. Troy Ave.  
Indianapolis, IN 46225  
317/783-3285

Alpha Mechanical Services, Inc.  
7200 Distribution Drive  
Louisville, KY 40258  
502/968-0121

American Boiler and Welding Inc.  
4280 Tattersall Drive  
Plainfield, IN 46168  
317/363-8855

American Concrete Construction  
14614 Perrysville Road  
Danville, IL 61834  
765/585-3301

American Group of Constructors  
5020 Columbia Avenue  
Hammond, IN 46327  
219/937-1508

American Mechanical Services Inc.  
22 Plaza Drive  
Westmont, IL 60559  
630/323-0800

Amex Construction Co., Inc.  
1636 Summer St.  
Hammond, IN 46320  
219/937-6100

AMS Mechanical Systems Inc.  
140 E. Tower Drive  
Burr Ridge, IL 60527  
630/887-7700

Andee Boiler & Welding Co.  
7649 S. State St.  
Chicago, IL 60619  
312/874-9020

Applied Industrial Technologies  
4643 W. 138th St.  
Crestwood, IL 60445  
708/396-2310

Associated Mechanical, Inc.  
P.O. Box 2448  
Shawnee Mission, KS 66201  
913/782-8500

Barnhart Crane & Rigging  
3115 North State Route 23, Ste. 1  
Attowa, IL 61350  
815/431-0078

Barron Industries, Inc.  
P.O. Box 1607  
Pelham, AL 35124  
205/956-3441

Barton Malow Rigging Co., Inc.  
26500 American Drive  
Southfield, MI 48034  
248/436-5000

BHI Energy/Specialty Services  
2005 Newport Parkway  
Lawrenceville, GA 30043  
678/205-1025

Blue Flame Welding Services  
701 Edgewood Ave.  
South Milwaukee, WI 53172  
414/764-4655

BMWC Constructors, Inc.  
1740 W. Michigan Street  
Indianapolis, IN 46222  
317/267-0400

Boldt Company  
2525 Roemer Road  
Appleton, WI 54911  
920/739-6321

Bartnick Construction, Inc.  
146 Beaver St., P.O. Box 30  
Springboro, PA 16435  
814/587-6023

Bowen Engineering  
8802 North Meridian Street  
Indianapolis, IN 46260  
317/842-2616

Braden Construction Services, Inc.  
5199 North Mingo Rd.  
Tulsa, OK 74117  
918/272-5371

Brand Energy Services, LLC  
17315 S. Ashland Avenue  
East Hazel Crest, IL 60429  
708/957-1010

Bulley & Andrews  
1755 W. Armitage Ave.  
Chicago, IL 60622  
773/235-2433

Burnn Boiler & Mechanical Inc  
340 9th Ave. S  
Fargo, ND 58103  
701/318-3604

BWF Environmental Services  
7453 Empire Drive  
Florence, KY 41042  
859/282-4550

C. P. Environmental Inc.  
1336 Enterprise Drive  
Romeoville, IL 60446  
630/759-8866

Calderon Energy Co.  
P.O. Box 126  
Bowling Green, OH 43402  
419/354-4632

Cardinal Contracting Corp.  
2300 S. Tibbs Ave.  
Indianapolis, IN 46241  
317/241-9281

Carolina Systems Inc.  
113 Lake Vista Drive  
Chapin, SC 29036  
803/345-0689

Chapman Industrial Construction, Inc.  
P.O. Box 356  
Dover, OH 44622  
330/343-1632

Chellino Crane Inc.  
915 Rowello Avenue  
Joliet, IL 60433  
815/723-2829

Coalfield Services, Inc.  
2942 Peppers Ferry Road  
Wytherville, VA 24382  
276/228-3167

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

Commercial Mechanical, Inc.  
4920 E. 59th St.  
Kansas City, MO 64130  
816/444-2058

Complete Valve Repair Service  
1758 Genesis Drive, Ste. B  
La Porte, IN 46350  
219/764-3337

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

Continental Field Machining  
1875 Fox Lane  
Elgin, IL 60123  
800/323-1393

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

Correct Construction, Inc.  
336 W. 806 N.  
Valparaiso, IN 46385  
219/763-1177

Costello Dismantling Co, Inc.  
45 Kings Highway  
W. Wareham, MA 02576  
508/291-2324

CSC Industrial  
29112 E. 83rd Place  
Merrillville, IN 46410  
219/947-3939

CTI Industries, Inc.  
283 Indian River Road  
Orange, CT 06477  
203/795-0070

Custom Mechanical Construction, Inc.  
1609 Allens Lane  
Evansville, IN 47710  
812/437-8848

Electrical Maintenance & Construction  
1739 Ridge Road  
Munster, IN 46321  
219/972-1250

CYLX Engr. & Constr. Corp.  
P.O. Box 1087  
Bartlesville, OK 74005  
918/333-8835

Energy & Air Systems, Inc.  
806 Hughitt Ave.  
Superior, WI 54880  
715/392-9115

Deerpath Corporation  
2095 Niles Road  
St. Joseph, MI 49085  
440/526-4334

Environmental Cleansing Corporation  
16602 S. Crawford Avenue  
Markham, IL 60428  
708/532-7000

Detroit Boiler Co.  
2931 Beaufait  
Detroit, MI 48207  
313/921-7060

ESP Service & Repair  
P.O. Box 339, 1625 Broad St.  
Elizabethtown, TN 37644  
423/543-7167

Doral Corporation  
427 East Stewart St.  
Milwaukee, WI 53207  
414/764-3060

Fenton Rigging Co.  
2150 Langdon Farm Rd.  
Cincinnati, OH 45237  
513/631-5500

Eagle Mechanical LLC  
407 Steel Street  
Youngstown, OH 44509  
330/792-0444

Ferrill Fisher, Inc.  
P.O. Box 705  
Bargersville, IN 46106  
317/422-1112

Early Construction Company  
307 County Road 120  
South Point, OH 45680  
740/894-5150

Freitag - Weinhardt Inc.  
5900 North 13th Street  
Terre Haute, IN 47805  
812/466-9861

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

G. D. Barri & Associates, Inc.  
6860 W. Peoria Ave.  
Peoria, AZ. 85345  
623/773-0410

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

Go Fetsch Mechanical  
9111 Davenport Street, NE  
Blaine, MN 55449  
651/462-3601

Hammerlund Constructors  
3201 W. Hwy. 2  
Grand Rapids, MI 55744  
218/326-1881

Hayes Mechanical, Inc.  
5959 S. Harlem Avenue  
Chicago, IL 60638  
773/784-0000

Holly Construction Company  
5800 Belleville Road  
Belleville, MI 48111  
734/397-0040

Hudson Boiler & Tank Co.  
1725 W. Hubbard St.  
Chicago, IL 60622  
312/666-4780

Independent Mechanical  
Industries, Inc.  
4155 N. Knox Avenue  
Chicago, IL 60641  
773/282-4500

Industrial Construction Co., Inc.  
10060 Brecksville Rd.  
Brecksville, OH 44141  
216/271-5080

Industrial Contractors, Inc.  
401 NW First St.-Box 208  
Evansville, IN 47708  
812/464-7205

Industrial Contractors, Inc.  
701 Channel Dr.  
Bismarck, ND 58501  
701/258-9908

Industrial Maintenance Contractors  
1739 Ridge Rd.  
Munster, IN 46321  
219/972-1250

Industrial Welders & Machinists, Inc.  
3902 Oneota Street  
Duluth, MN 55807  
218/628-1011

Integrated Motion Systems, Inc.  
13118 N. County Rd. 900 East  
N. Salem, IN 46165  
800/232-5382

J. H. Kelly LLC  
P.O. Box 2038  
Longview, WA 98632  
360/423-5510

Jamar Company  
4701 Mike Colalillo Drive  
Duluth, MN 55807  
218/628-1027

Johnson's Plumbing & Heating Co.  
1840 Otsego Ave.  
Coshocton, OH 43812  
614/622-4438

Kelley Steel Erectors, Inc.  
7220 Division Ave.  
Bedford, OH 44146  
440/232-9595

Kennedy Tank & Mfg. Co., Inc.  
833 E. Sumner Avenue  
Indianapolis, IN 46227  
317/780-3570

Keough Mechanical Corp.  
6675 Broadway  
Merrillville, IN 46410  
219/769-8471

Key West Metal Industries  
13831 South Kestner Avenue  
Crestwood, IL 60445  
708/371-1470

Kickham Boiler & Engineering  
625 E. Carrie Ave.  
St. Louis, MO 63147  
314/261-4786

Kramig & Co.  
323 S. Wayne Ave.  
Cincinnati, OH 45215  
513/761-4010

Kuenz Heating & Sheet Metal  
811 Westwood Industrial Park Dr.  
St. Charles, MO 63304  
636/936-1555

Kustom Industrial Fabricators Inc.  
1375 Home Ave.  
Akron, OH 44310  
330/630-5905

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

Locke Equipment Sales Co.  
15705 S. US 169 Hwy.  
Olathe, KS 66062  
913/782-8500

Lovegreen Turbine Services, Inc.  
8010 Ranchers Road NE  
Fridley, MN 55432  
763/785-0650

Lucey Boiler Co.  
901 S. Holtzclaw Ave.  
Chattanooga, TN 37404  
423/267-5541

Magnum Construction Services  
15020 Iowa St.  
Crown Point, IN 46307  
219/661-8444

Matt Construction Services, Inc.  
6600 Grant Avenue  
Cleveland, OH 44105  
216/641-0030

Mavo Systems, Inc.  
4330 Centerville Road  
White Bear Lake, MN 55127  
763/788-7713

Mechanical, Incorporated  
2279 U.S. 20 East  
Freeport, IL 61032  
815/235-1955



Mesabi Mech. Eng. Contr., Inc.  
105 South Fourth St.  
Virginia, MN 55792  
218/741-6668

Mid American Gunitite, Inc.  
8475 Port Sunlight Road  
Newport, MI 48166  
734/586-8868

Midwest Mechanical Contractors  
13800 Wyandotte Street  
Kansas City, MO 64145  
816/941-5300

Minnotte Contracting Corp.  
Minnotte Square  
Pittsburgh, PA 15220  
724/316-4200

Morrison Construction Co.  
1834 Summer St.  
Hammond, IN 46320  
219/932-5036

Murray Sheet Metal Co., Inc.  
3112 Seventh Street  
Parkersburg, WV 26101  
304/422-5431

NAES Power Contractors  
167 Anderson Road  
Cranberry Township, PA 16066  
724/453-2800

National Filter Media  
8895 Deerfield Drive  
Olive Branch, MS 38654  
504/336-7407

NBW Inc. (National Boiler Works)  
4556 Industrial Pkwy.  
Cleveland, OH 44135  
216/377-1700

Nicholson & Hall Corp.  
41 Columbia Street  
Buffalo, NY 14204  
716/854-8100

Nooter Construction Co.  
1500 S. Second Street  
St. Louis, MO 63104  
314/421-7600

Norris Brothers, Inc.  
2138 Davenport Ave.  
Cleveland, OH 44114  
216/771-2233

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

Northern Horizons, Inc.  
15981 Hwy 2 NW  
Solway, MN 56678  
218/467-9353

OMI Industrial Services, LLC  
740 Marks Road, Unit E  
Valley City, OH 44280  
440/221-9242

Paul Wurth (PW) Construction LLC  
2100 State Road 149  
Chesterton, IN 46304  
219/850-1240

PBBS Equipment Corporation  
N59 W 16500 Greenway Circle  
Menomonee Falls, WI 53051  
262/345-6917

Pioneer Engineers & Erectors, Inc.  
20536 Krick Rd.  
Cleveland, OH 44146  
216/561-8334

Pioneer Power, Inc.  
2500 Ventura Drive  
Woodbury, MN 55125  
651/488-5561

Plasticon North America  
6387 Little River Turnpike  
Alexandria, VA 22003  
703/474-5555

PM Construction & Engr., Inc.  
6356 Eastland Road  
Brook Park, OH 44142  
440/243-1001

Pons Engineering and  
Construction, Inc.  
12323 N. Lake Shore Dr.  
Mequon, WI 53092  
262/243-9097

Power Piping Company  
436 Butler Street  
Etna, PA 15223  
412/323-6200

Power Plant Industrial, LLC  
955 Treelane Dr.  
Newburgh, IN 47630  
812/858-3503

Precision Environmental Co.  
5500 Old Brecksville Road  
Independence, OH 44131  
216-642-6040

Precision Piping & Mechanical  
5201 Middle Mt. Vernon Rd.  
Evansville, IN 47712  
812/425-5052

Precision Piping, Inc.  
2051 Enterprise Dr., P.O. Box 577  
De Pere, WI 54115  
414/336-2625

Price Erecting, Inc.  
10910 W. Lapham St.  
Milwaukee, WI 53214  
414/778-0300

Pro-Tee Industrial  
13497 Fenway Blvd. Circle N.  
Ste 400  
Hugo, MN 55038  
612/331-3166

Process Construction, Inc.  
1421 Queen City Ave.  
Cincinnati, OH 45214  
513/251-2211

Protective Coatings, Inc.  
1602 Birchwood Avenue  
Fort Wayne, IN 46803  
260/424-2900

Prout Boiler Heating & Welding  
3124 Temple St.  
Youngstown, OH 44510  
330/744-0293

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

R & T Sheet Metals Fabricators, Inc.  
5009 Superior Ave.  
Cleveland, OH 44103  
216/361-1101

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

Rand Construction Co.  
1428 W. 9th Street  
Kansas City, MO 64101  
816/421-4143

RCR Services, Inc.  
1451 East 33rd Street  
Cleveland, OH 44114  
216/361-0022

Rogers & Sons Construction, Inc.  
4715 Euclid Ave.  
East Chicago, IN 46312  
219/397-8819

S.B.S. Constructors, Inc.  
116 3rd Street  
Evans City, PA 16033  
724/816-7634

Sargent Electric Company  
28th & Liberty Ave.  
Pittsburgh, PA 15230  
412/391-0588

Scheck Industrial Corporation  
1079 Driessen Drive  
Kaukauna, WI 54130  
618/594-8190

Schmid Mechanical Company  
207 N. Hillcrest Drive  
Wooster, OH 44691  
330/264-3633

Schweizer- Dipple, Inc.  
7227 Division St.  
Oakwood Village, OH 44146  
440/786-8090

Simakas Company, Inc.  
630 Route 228  
Mars, PA 16046  
724/625-3900

Soehnlén Piping  
1400 W. Main St.,  
Louisville, OH 44641  
216/587-7214

Specialty Systems of Illinois  
302 South Steel Avenue  
Indianapolis, IN 46201  
317/269-3600

Sterling Boiler & Mechanical, Inc.  
1420 Kimber Lane  
Evansville, IN 47715  
812/479-5447

Stevens Engineers & Constructors  
7850 Freeway Circle  
Middleburg Heights, OH 44130  
440/234-7888

Sun Technical Services, Inc.  
6490 S. McCarran Blvd., Ste. 6  
Reno, NV 89509  
614/716-3941

Tencon, Inc.  
530 Jones Street  
Verona, PA 15147  
412/965-6489

Tesar Industrial Contractors, Inc  
3920 Jennings Road  
Cleveland, OH 44109  
216/741-8008

The State Group Industrial (USA)  
Limited  
13800 N. Highway 57  
Evansville, IN 47725  
812/868-5800

Tri Rivers Welding  
19550 Pine Ridge Road  
Hastings, MN 55033  
651/437-9714

Tristan Fabricators  
2500 Glenwood Drive  
Grand Rapids, MN 55744  
218/326-8466

Tron Mechanical, Inc.  
338 W. Second St.  
Mt. Vernon, IN 47620  
812/383-4715

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

United Construction Co., Inc.  
P.O. Box 4859  
Parkersburg, WV 26104  
304/422-2141

Vic's Crane & Heavy Haul Inc.  
3000 145th Street East  
Rosemont, MN 55068  
651/423-2317

White Construction, Inc.  
P.O. Box 249  
Clinton, IN 47842  
765/832-8526

WI Power Constructors, LLC  
P.O. Box 5287  
Princeton, NJ 08543  
609/720-2593

William T. Spaeder, Inc.  
P.O. Box 10066, 1602 E. 18th St.  
Erie, PA 16510  
814/456-7014

Work Force Energy  
3675 Darlene Court, Ste. A  
Aurora, IL 60504  
630/869-0270

Wrigley Mechanical, Inc.  
Box 1516  
Fargo, ND 58107  
701/235-7381

WSA Engineered Systems, Inc.  
2018 S. 1st St.  
Milwaukee, WI 53207  
414/481-4120

# **GREAT LAKES**

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