

# GREAT LAKES

## ARTICLES OF AGREEMENT



*between the*  
*International Brotherhood of*  
**Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers**  
AFL-CIO  
*and*  
**The Firms Listed Herein**



Effective July 1, 2007 through June 30, 2010

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**Boilermakers, Iron Ship Builders,  
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**GREAT LAKES  
Articles of Agreement**

Between the  
**International Brotherhood of Boilermakers, Iron  
Ship Builders, Blacksmiths, Forgers, and  
Helpers, AFL-CIO**  
(Herein referred to as "Union")  
  
and  
  
**The Signatory Contractors**  
(Herein referred to as "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:

1 NOW, THEREFORE, the undersigned  
2 Employer and Union, in consideration of  
3 the mutual promises and covenants con-  
4 tained herein, agree as follows:

5  
6 **ARTICLE 1**  
7 **SCOPE AND PURPOSE OF AGREEMENT**  
8

9 **ART. 1(a)** This Agreement shall apply  
10 exclusively to field construction, mainte-  
11 nance and repair work within the territory  
12 herein referred to as the Great Lakes Area  
13 now under the jurisdiction of:

14  
15 Lodge 107, Milwaukee, Wisconsin;  
16 Lodge 374, Hammond, Indiana;  
17 Lodge 647, Minneapolis, Minnesota; and,  
18 Lodge 744, Cleveland, Ohio.  
19

20 **ART. 1(b)** The parties to this Agreement  
21 recognize that stability in wages and work-  
22 ing conditions and competency of work-  
23 men are essential to the best interests of the  
24 industry and the public, and they agree to  
25 strive to eliminate all factors which tend  
26 toward destabilizing these conditions.  
27

28 **ART. 1(c)** It is hereby agreed by all parties  
29 that, in keeping with the intent of increasing  
30 productivity and placing both parties on a  
31 better competitive basis, that the NCA-BTD  
32 Work Rules dated June 1, 1973 shall be  
33 incorporated as an integral part of this  
34 Agreement as expressed in Appendix "A".

1 **ART. 1(d)** The use of the masculine or  
2 feminine gender or titles in this  
3 Agreement shall be construed as including  
4 both genders and not as sex limitations  
5 unless the Agreement clearly requires a  
6 different construction.  
7

8 **ARTICLE 2**  
9 **RECOGNITION**  
10

11 The Employer recognizes the Union as  
12 the sole and exclusive bargaining represen-  
13 tative for all Boilermaker and Blacksmith  
14 journeymen, apprentices, and construction  
15 Boilermaker helpers in the employ of the  
16 Employer with respect to wages, hours, and  
17 other terms and conditions of employment  
18 herein expressed in the performance of all  
19 work coming within the terms of this  
20 Agreement subject to the provisions of  
21 existing laws. The Employer agrees that,  
22 upon the Union's presentation of appropri-  
23 ate evidence of majority status among its  
24 employees in the bargaining unit of the  
25 Employer covered by this collective bar-  
26 gaining agreement, the Union shall be vol-  
27 untarily recognized as the exclusive collec-  
28 tive bargaining agent under Section 9(a) of  
29 the NLRA for all employees within the bar-  
30 gaining unit of the Employer on all job sites  
31 within the jurisdiction of this Agreement. In  
32 the event of such a showing, the Employer  
33 expressly waives any right to condition vol-  
34 untary recognition on the Union's certifica-

1 tion by the NLRB following an NLRB elec-  
2 tion, unless a representation petition has  
3 been filed by a Petitioner other than the  
4 Employer prior to the Employer's volun-  
5 tary 9(a) recognition. The Employer  
6 expressly waives the right to seek an NLRB  
7 election during the term of this contract, or  
8 any right to abrogate or repudiate this con-  
9 tract during its effective term.

10  
11 **ARTICLE 3**  
12 **UNION SECURITY**

13  
14 As of the effective date of this Agreement,  
15 all employees under the terms of this  
16 Agreement must be or become members of  
17 the Union thirty (30) days thereafter; the  
18 employees hired after the effective date of  
19 this Agreement shall be or become and  
20 remain members of the Union thirty (30)  
21 days after their date of employment in  
22 accordance with the provisions of the  
23 National Labor Relations Act. (This clause  
24 shall be effective only in those states permit-  
25 ting Union Security.)

26  
27 **ARTICLE 4**  
28 **TRADE JURISDICTION AND WORK**  
29 **CLASSIFICATION**

30  
31 **ART. 4(a)** This Agreement, except as oth-  
32 erwise provided for herein, covers the  
33 working rules and conditions of employ-  
34 ment for all journeymen Boilermakers and

1 Blacksmiths, apprentices, and construction  
2 Boilermaker helpers employed in the boiler-  
3 making, blacksmithing, welding, acetylene  
4 burning, riveting, chipping, caulking, rig-  
5 ging, fitting-up, grinding, reaming, impact  
6 machine operating, unloading and hand-  
7 ling of Boilermaker material and equip-  
8 ment, and such other work that comes  
9 under the trade jurisdiction of the  
10 Boilermakers and Blacksmiths.

11  
12 **ART. 4(b)** Journeymen Boilermakers and  
13 Blacksmiths may be required to perform  
14 any work coming within the scope of this  
15 Agreement.

16  
17 **ART. 4(c)** In recognition of the work juris-  
18 dictional claims, it is understood that the  
19 assignment of work and the settlement of  
20 jurisdictional disputes with other Building  
21 Trades organizations shall be handled in  
22 accordance with the procedures estab-  
23 lished by the Impartial Jurisdictional  
24 Disputes Board and Appeals Board or any  
25 successor agency.

26  
27 **ART. 4(d)** When an Employer's major  
28 craft on a job is Boilermakers and the  
29 Employer determines a tool room man is  
30 necessary, then the tool room man shall be a  
31 Boilermaker.

32  
33 **ART. 4(e)** When an Employer determines  
34 it is necessary that work be performed that

1 comes under the jurisdiction of Boilermaker  
2 during the testing or starting up of  
3 Boilermaker equipment, there shall be a  
4 minimum of two (2) men employed, one (1)  
5 shall be the foreman and the other shall be a  
6 steward, both of whom shall perform work  
7 as assigned.  
8

9 **ART. 4(f)** When the Employer determines  
10 manual assistance is required for stress  
11 relieving, Gamma Ray, X ray, or other non-  
12 destructive testing by technicians in the  
13 examination of Boilermaker work,  
14 Boilermakers will be assigned to perform  
15 the manual work that is not directly related  
16 to the technicians examination. The  
17 Employer shall determine the number of  
18 Boilermakers required.  
19

20 **ART. 4(g)** There shall be no work stop-  
21 page because of jurisdictional disputes,  
22 except in the case of non-compliance with  
23 Impartial Jurisdictional Dispute Board and  
24 Appeals Board Rules. In such instance or  
25 instances, specifically the International  
26 President of the Union must approve any  
27 enforcement action taken. It is understood  
28 however, an Employer will not be consid-  
29 ered as in noncompliance in the event  
30 another trade or trades claims jurisdiction  
31 over work, in which case it shall be consid-  
32 ered a bona fide jurisdictional dispute.  
33  
34

1 **ARTICLE 5**  
2 **JOB SITE CONTRACTING**  
3

4 **ART. 5(a)** No Employer shall subcontract  
5 or assign any of the field construction work  
6 described herein which is to be performed  
7 at a job site to any contractor, subcontractor,  
8 or other person or party who does not com-  
9 ply with all of the terms of this Agreement,  
10 or a field construction agreement in effect in  
11 the area where the work is erected, which  
12 has been approved by the International  
13 Brotherhood and does not stipulate, in writ-  
14 ing, compliance to the applicable fringe  
15 benefits funds and the Trust Agreement or  
16 agreements covering same.  
17

18 **ART. 5(b)** It has been agreed that the  
19 International Brotherhood will not enter  
20 into any written or oral agreement with any  
21 Contractor on terms and conditions more  
22 advantageous than those contained in this  
23 Agreement. Should the International  
24 Brotherhood, for any reason, enter into an  
25 agreement with any other Contractor on  
26 terms and conditions more advantageous to  
27 such Contractor than those contained in this  
28 Agreement, then such advantageous terms  
29 and conditions shall be made available to  
30 all contractors signatory hereto. Special  
31 local, area, or national agreements negotiat-  
32 ed to cover specific projects or classes of  
33 work shall not be considered as "the local or  
34 area agreement" as referred to elsewhere in

1 this Agreement, and the overtime provi-  
2 sions will apply.

3  
4 **ARTICLE 6**  
5 **REFERRAL OF MEN**

6  
7 **ART. 6(a)** The referral system shall comply  
8 with the National Uniform Referral  
9 Standards and any revisions thereto.

10  
11 **ART. 6(b)** The Employer shall, under the  
12 terms of this Agreement, request the Union  
13 to furnish all competent, drug screened, and  
14 qualified Field Construction Boilermakers,  
15 Boilermaker apprentices and other applica-  
16 ble classifications in the area agreement.  
17 The Employer, in requesting the Union to  
18 furnish such applicants, shall notify the  
19 Union either in writing or by telephone,  
20 stating the location, starting time, approxi-  
21 mate duration of the job, the type of work to  
22 be performed and the number of workmen  
23 required. The Employer shall have the right  
24 to reject any job applicant referred by the  
25 Union who has not satisfactorily completed  
26 a MOST ten (10) hour safety training class  
27 or equivalent, provided the Employer stipu-  
28 lates this as a condition of employment.  
29 This stipulation should be reduced to writ-  
30 ing as soon as practical by the Employer  
31 and provided to the Union for their records.

32  
33 **ART. 6(c)** In the event the Union knows it  
34 is unable to fill a requisition for applicants

1 within two business days prior to the  
2 employees' required start date, the  
3 Employer may employ applicants from  
4 any other available source. Any Employer  
5 who brings in applicants under the forty-  
6 eight (48) hour rule must notify the local  
7 union within forty-eight (48) hours the  
8 applicants' name, address, and Social  
9 Security number.

10  
11 **ART. 6(d) Selectivity.** The first two employ-  
12 ees on a job shall be the foreman, selected by  
13 the Employer, and the steward, selected by  
14 the business manager, regardless of their  
15 positions on the out-of-work list. For a job  
16 under the terms of this Agreement, the  
17 Employer may select a maximum of seven (7)  
18 additional Boilermaker employees by name  
19 from among the top fifty percent of regis-  
20 trants on the appropriate out-of-work list of  
21 the local lodge having jurisdiction. These  
22 seven (7) additional Boilermaker employees  
23 may be selected from any one or combination  
24 of Boilermaker classifications under the terms  
25 of this Agreement (i.e., journeyman, appren-  
26 tice, and other applicable classifications),  
27 except that the choice may not exceed one  
28 apprentice and one other classification or two  
29 apprentices. Additional employees required  
30 for the job will be obtained in accordance  
31 with the Referral Rules.

32  
33 **ART. 6(e)(1) Transfer of Employees.** The  
34 Employer may transfer Boilermaker

1 employees on his payroll working under  
2 the terms of this Agreement from one job to  
3 another job being worked under the terms  
4 of this Agreement within the jurisdiction of  
5 the same local lodge, provided that the  
6 number transferred shall not exceed a total  
7 of eight (8), consisting of a foreman and  
8 seven (7) additional Boilermaker employees  
9 from any one classification or combination  
10 of classifications under the terms of this  
11 Agreement (i.e., journeyman, apprentice, or  
12 other applicable classifications), and provid-  
13 ed that the number transferred shall include  
14 not more than one apprentice and one other  
15 classification, or two apprentices. The  
16 Employer desiring to utilize this transfer  
17 provision shall promptly notify the business  
18 manager of the local lodge having jurisdic-  
19 tion giving the name, classification, and  
20 Social Security number of each employee to  
21 be transferred. The steward shall be selected  
22 by the business manager from the lodge's  
23 out-of-work list, or he may elect to transfer  
24 the steward from a job which the same  
25 Employer is working under the terms of  
26 this Agreement. After the foreman and the  
27 steward have been selected, the Employer  
28 may transfer the remaining employees not  
29 to exceed seven (7). Additional employees  
30 for the job will be obtained in accordance  
31 with the Referral Rules.

32  
33 **ART. 6(e)(2)** The Employer may utilize the  
34 provisions for selectivity and/or transfer-

1 ability, but he shall not be allowed to exceed  
2 the eight (8) employee limit for any one job.

3  
4 **ART. 6(e)(3)** A transferred employee will  
5 be allowed to be transferred back to the job  
6 he was transferred from, provided the job  
7 he was transferred to has been completed.

8  
9 **ART. 6(e)(4)** Modification as to the selec-  
10 tivity and transfer of men beyond the limi-  
11 tations set forth in this Article may be made  
12 by mutual consent of the parties.

13  
14 **ART. 6(e)(5)** The Employer shall deter-  
15 mine the competency of all employees. The  
16 Employer shall determine the number of  
17 men required on a project and shall select  
18 any employee or employees working under  
19 the terms of this Agreement to be laid off  
20 regardless of membership or non-member-  
21 ship in the Union.

22  
23 **ARTICLE 7**  
24 **HOURS OF WORK**

25  
26 **ART. 7(a)** Eight (8) consecutive hours per  
27 day (exclusive of lunch period) shall consti-  
28 tute a day's work between the hours of 7:00  
29 a.m. and 5:00 p.m. Forty (40) hours per  
30 week, Monday through Friday inclusive,  
31 shall constitute a week's work.

32  
33 **ART. 7(b)(1)** The Employer has the  
34 option of establishing a four (4) ten-hour



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

20 This provision requires mutual agreement  
21 between the Union and Employer represen-  
22 tatives for jobs lasting two (2) weeks or less.  
23

24 **ART. 7(b)(2)** An Employer may establish  
25 two four-day, ten-hour shifts at the straight  
26 time wage rate, Monday through Thursday.  
27 These shifts are exclusive of the thirty-  
28 minute lunch period. The day shift shall  
29 work four days at ten hours for ten hours  
30 pay per day. The second shift shall work  
31 four days at nine-and-one-half hours for ten  
32 hours pay per day. In the event the job is  
33 down due to weather conditions, or a holi-  
34 day, or other conditions beyond the control

1 of the Employer, then Friday may, at the  
2 option of the Employer, be worked as a  
3 make-up day at the straight time wage rate.  
4 Straight time is not to exceed ten hours a  
5 day or forty hours per week.  
6

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

11 **ART. 7(b)(3)** Employees, who inform their  
12 Employer on Thursday that they do not  
13 wish to work a Friday make-up day, will  
14 not be penalized.  
15

16 **ART. 7(b)(4)** An employee who receives  
17 less than forty (40) hours of work (from the  
18 date of hire to date of termination), through  
19 no fault of his own, shall receive overtime  
20 pay for all hours worked in excess of eight  
21 (8) hours per day.  
22

23 **ART. 7(c)** If any other craft employed by  
24 the same Employer or its subcontractor is  
25 receiving double-time wages in lieu of time  
26 and one-half wage rate as set forth in this  
27 Agreement, the Boilermaker employees  
28 will automatically be entitled to the double-  
29 time rate of pay during the period that the  
30 aforementioned crafts are employed. The  
31 Chairmen of the Agreement, in accordance  
32 with Article 30(c) determined on March 16,  
33 2004, that ... during the period that the  
34 aforementioned crafts are employed...

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

15  
16 **ART. 7(d) Emergency Service**  
17 **Maintenance Agreement within Locals 107**  
18 **& 647.** A mutually-signed letter of assent  
19 regarding emergency services may supple-  
20 ment this Agreement.

21  
22 **ARTICLE 8**  
23 **OVERTIME**

24  
25 **ART. 8(a)** Time-and-one-half (one-and-  
26 one-half hours for one) shall be paid for  
27 time worked before or after regular estab-  
28 lished shift hours in any twenty-four (24)  
29 hour period, Monday to Friday inclusive,  
30 and all time worked on Saturdays. All time  
31 worked on Sundays and holidays set forth  
32 in Article 9 shall be paid at double time  
33 (two hours for one). Any employee called  
34 for work on Labor Day and/or Christmas

1 shall receive a minimum of eight (8) hours  
2 at the overtime rate.

3  
4 **ART. 8(b)** Overtime is not to be demand-  
5 ed of any Employer by any employee or  
6 applicant for employment as a condition for  
7 employment.

8  
9 **ARTICLE 9**  
10 **HOLIDAYS**

11  
12 **ART. 9(a)** The following holidays shall be  
13 observed: New Year's Day, Decoration Day,  
14 Independence Day, Labor Day,  
15 Thanksgiving, the day after Thanksgiving,  
16 and Christmas. No work shall be per-  
17 formed on Labor Day and Christmas except  
18 for the preservation of life and property.  
19 When a holiday falls on Sunday, the day  
20 observed by the Nation shall be observed.

21  
22 **ART. 9(b)** The contractor shall notify the  
23 union at the pre-job whether a holiday will  
24 be worked excluding emergencies.

25  
26 **ARTICLE 10**  
27 **SHIFTS**

28  
29 **ART. 10(a)** The starting time of the first or  
30 day shift shall be between 7:00 a.m. and 8:00  
31 a.m.; the starting times of the second shift  
32 and third shift shall be adjusted accordingly.  
33 The foregoing starting times may be  
34 changed when mutually agreed to between

1 the Employer and the Business Manager of  
2 the lodge having jurisdiction of the job.  
3

4 **ART. 10(b)** When two (2) or three (3) shifts  
5 are worked, the first or day shift shall be  
6 established on an eight-hour (8) basis; the  
7 second shift shall be established on a seven-  
8 and-one-half (7 1/2) hour basis; and the  
9 third shift shall be established on a seven-  
10 hour (7) basis. The pay for the second  
11 and/or third shift for full time shall be the  
12 equivalent of eight (8) times the employee's  
13 regular hourly rate. The shift rate differen-  
14 tial for the second shift will be twenty-five  
15 cents (\$0.25) per hour worked. The shift rate  
16 differential for the third shift will be fifty  
17 cents (\$0.50) per hour worked.  
18

19 **ART. 10(c)** Any employee called to work  
20 at any time other than his regular shift shall  
21 be paid at the applicable overtime rate for  
22 all such time worked within any one twenty-  
23 four (24) hour period.  
24

25 **ART. 10(d)** No employee shall be required  
26 to work more than eight (8) hours in any  
27 twenty-four (24) hour period for straight  
28 time. Beginning of the twenty-four (24)  
29 hour period for such purpose shall be the  
30 regular starting time of the shift upon  
31 which the employee is regularly employed.  
32 The overtime rate will be paid to employees  
33 working beyond eight (8) hours until they  
34 receive an eight-hour (8) break. Having

1 been given an eight-hour (8) break, if a man  
2 is called in more than four (4) hours prior to  
3 regular starting time of his shift, he will be  
4 paid at the applicable overtime rate in  
5 accordance with Article 8, paragraph (a),  
6 until sent home.  
7

8 **ART. 10(e)** Employees, employed during  
9 their regular lunch period, will be paid the  
10 overtime rate and allowed sufficient time to  
11 consume their lunch on Employer's time  
12 after completing such emergency work.  
13

14 **ART. 10(f)** When an employee is continu-  
15 ously employed for more than two (2)  
16 hours beyond the quitting time of his regu-  
17 lar shift and/or for each additional continu-  
18 ously-worked period in excess of four (4)  
19 hours, he will be allowed thirty (30) min-  
20 utes to obtain a meal without loss of pay.  
21

22 **Art. 10(g) Shift Schedule.** The Employer  
23 may establish shift work on the following  
24 basis (see next page for schedule):  
25

<b>Art. 10 Shifts Example: Actual Hours Worked</b>	<b>Straight Time</b>	<b>Over- Time</b>	<b>Bonus Time</b>	<b>Hours Paid</b>
<b>Art. 10(a) 3-8 Hour Shift Basis:</b> 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
<b>Art. 10(b) 2-9 Hour Shift Basis:</b> 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
<b>Art. 10(c) 2-10 Hour Shift Basis:</b> 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
<b>Art. 10(d) 2-12 Hour Shift Basis:</b> 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 11.5 hrs. – work 11 hrs.) 8:00 p.m. – 7:30 a.m.	8	4	2	14
Or 1st Shift (on the job 12.5 hrs. – work 11.5 hrs.)	8	4	2	14
Or 2nd Shift (on the job 12 hrs. – work 11.5 hrs.)	8	4.5	2.25	14.75

**ARTICLE 11**  
**MINIMUM PAY AND REPORTING TIME**

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**ART. 11(a)** 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-hours (2) 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(b)** 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(c)** 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

1 remain on the job, available for work, during  
2 the period of time for which he receives pay,  
3 unless released sooner by the Employer's  
4 principal supervisor.

5  
6 **Art. 11(d)** The Employer's representa-  
7 tive shall determine when weather condi-  
8 tions on the job are such that the men shall  
9 or shall not work. Employees not reporting  
10 for work because of inclement weather  
11 will not be discriminated against.

12  
13 **Art. 11(e)** All one-day jobs on first shift  
14 shall require a minimum of eight hours  
15 pay at the applicable rate.

16  
17 **ARTICLE 12**

18 **TRANSPORTATION EXPENSE AND SUBSISTENCE**

19  
20 **ART. 12(a) Local Lodges 374 and 744**  
21 **TRAVEL EXPENSE.** At the beginning and  
22 conclusion of their employment, where a  
23 job is located outside of the 30 mile zone  
24 of each Lodge dispatch office, all  
25 Boilermaker employees shall be paid the  
26 published amount allowable by the IRS  
27 per mile transportation expense, from the  
28 Lodge dispatch office to the job, over the  
29 most direct main traveled route, plus any  
30 tolls. In order to qualify for transporta-  
31 tion in accordance with the provisions of  
32 this Article, it is understood that all  
33 employees, unless transferred or released  
34 sooner (at the option of the Employer),

1 (1) must remain at work at least ten (10)  
2 working days or (2) in case of jobs of less  
3 than ten (10) working days, they must  
4 remain on the job for the duration there-  
5 of. An exception to the foregoing would  
6 be an employee who quits a job shall not  
7 be entitled to return transportation  
8 expense. Any dispute arising as to the  
9 proper application of this provision shall  
10 be considered as a grievance subject to  
11 handling under the grievance machinery  
12 herein provided.

13  
14 **ART. 12(b) Local Lodges 107 and 647**  
15 **SUBSISTENCE.** A letter of understanding  
16 between the Chairman of the Agreement  
17 and Local Lodges 107 and 647.

18  
19 **ARTICLE 13**  
20 **WAGES**

21  
22 **ART. 13(a)** Effective July 1, 2007, the  
23 Employer shall pay and the employees cov-  
24 ered by the terms of this Agreement shall  
25 accept the following minimum wage scales  
26 when employed in the geographical juris-  
27 diction of the following local unions:

28  
29

	<u>Local 107</u>	<u>374</u>	<u>647</u>	<u>744</u>
30 Gen. Foreman	\$35.19	\$36.50	\$36.09	\$38.34
31 Foreman	\$33.19	\$34.50	\$34.09	\$36.34
32 Asst. Foreman	\$31.94	\$33.25	\$32.84	\$35.09
33 Journeyman	\$30.69	\$32.00	\$31.59	\$33.84

34

1     **ART. 13(b)** Effective July 1, 2008, the  
 2 Employer shall pay and the employees covered  
 3 by the terms of this Agreement shall  
 4 accept the following minimum wage scales  
 5 when employed in the geographical jurisdiction  
 6 of the following local unions:

	<u>Local 107*</u>	<u>374</u>	<u>647**</u>	<u>744</u>
9 Gen. Foreman	\$35.19	\$37.50	\$36.09	\$39.84
10 Foreman	\$33.19	\$35.50	\$34.09	\$37.84
11 Asst. Foreman	\$31.94	\$34.25	\$32.84	\$36.59
12 Journeyman	\$30.69	\$33.00	\$31.59	\$35.34

14     **ART. 13(c)** Effective July 1, 2009, the  
 15 Employer shall pay and the employees covered  
 16 by the terms of this Agreement shall  
 17 accept the following minimum wage scales  
 18 when employed in the geographical jurisdiction  
 19 of the following local unions:

	<u>Local 107*</u>	<u>374</u>	<u>647**</u>	<u>744</u>
22 Gen. Foreman	\$35.19	\$39.00	\$36.09	\$41.34
23 Foreman	\$33.19	\$37.00	\$34.09	\$39.34
24 Asst. Foreman	\$31.94	\$35.75	\$32.84	\$37.09
25 Journeyman	\$30.69	\$34.50	\$31.59	\$36.84

26 \* Total package increase of \$2.05/hr effective  
 27 7/1/08 and \$2.00/hr effective 7/1/09  
 28 shall be allocated to wages and/or benefits  
 29 at a later date.

30 \*\* Total package increase of \$2.05/hr effective  
 31 7/1/08 and \$2.20/hr effective 7/1/09  
 32 shall be allocated to wages and/or benefits  
 33 at a later date.

1     **ART. 13(d)** Apprenticeship wage scale:

<b>Apprenticeship Period</b>	<b>% of Journeyman Rate</b>
6 1A – 1st 6 months . . . . .	70.0%
7 1B – 2nd 6 months . . . . .	72.5%
8 2A – 3rd 6 months . . . . .	75.0%
9 2B – 4th 6 months . . . . .	77.5%
10 3A – 5th 6 months . . . . .	80.0%
11 3B – 6th 6 months . . . . .	85.0%
12 4A – 7th 6 months . . . . .	90.0%
13 4B – 8th 6 months . . . . .	95.0%

14     **ART. 13(e) Savings Plan**

15     **ART. 13(e)(1) LODGE 107 AND LODGE 647**  
 16 **SAVINGS PLAN.** Effective July 1, 2004, the  
 17 Employer agrees to deduct from the  
 18 employee's hourly taxable wage the sum of  
 19 one dollar and five cents (\$1.05) per hour  
 20 for all hours worked. The Employer agrees  
 21 to and shall be bound by the Trust  
 22 Agreement creating the Boilermaker  
 23 Vacation Trust and all amendments now or  
 24 hereafter approved by the Board of  
 25 Trustees. Said Agreement and amendments  
 26 are incorporated by reference and made a  
 27 part of this Agreement as if affixed hereto.

28     **ART. 13(e)(2) LODGE 744 VACATION FUND.**  
 29 The Employer shall deduct from the  
 30 employee's gross hourly taxable wages the  
 31 sum of one dollar (\$1.00) for each regular  
 32  
 33  
 34

1 hour paid, one dollar and fifty cents (\$1.50)  
2 for each time-and-one-half hour paid, and  
3 two dollars (\$2.00) for each double-time  
4 hour paid. This amount shall be deducted  
5 weekly and shall be made payable to the  
6 Boilermakers Local 744 Vacation Fund.  
7

8 The total amount due to the Vacation  
9 Fund is made payable to the Boilermakers  
10 Local 744 Vacation Fund and sent on a  
11 monthly basis, no later than fifteen (15)  
12 days after the end of the month, to the  
13 Boilermakers Union Local 744, 1435 E. 13th  
14 Street, Cleveland, Ohio 44114.  
15

16 Payment of the Vacation Fund shall be  
17 made monthly, and if any payment is not  
18 made within fifteen (15) days from the last  
19 day of the month for which hours are  
20 reportable, the local union shall have the  
21 right to take whatever steps are necessary to  
22 secure compliance with this Article, any  
23 provision of this Agreement to the contrary  
24 notwithstanding, and the Employer shall be  
25 liable for all costs for collecting the pay-  
26 ments due, together with attorneys' fees.  
27 The Employer's liability for payment here-  
28 under shall not be subject to the grievance  
29 procedure or arbitration provided under  
30 this Agreement.  
31

32 **ART. 13(f) BOND OR ESCROW**  
33 **REQUIREMENTS.** All Employers are required  
34 to furnish or post a payment bond to assure

1 proper and timely payment of the fringe  
2 benefit contributions and other deductions  
3 as required by this Agreement. The bond  
4 shall provide for immediate payment to the  
5 appropriate Fund upon receipt of evidence  
6 of a delinquency from the Fund offices. In  
7 lieu of a payment bond, an escrow account  
8 with the same payment provisions may be  
9 established at a bank satisfactory to the  
10 International. The bond or escrow account  
11 shall be in an amount equal to one hundred  
12 twenty-five percent (125%) of the  
13 Employer's highest quarterly fringe contri-  
14 butions, and other deductions in the previ-  
15 ous calendar year, but not less than \$25,000.  
16 Evidence, satisfactory to the International, of  
17 such bonding or escrow account must be  
18 presented prior to start of the job in question.  
19 The bond or escrow account cannot be can-  
20 celed without approval of the International.  
21 Disputes resulting from this provision shall  
22 be resolved in an expedited fashion consis-  
23 tent with Fund requirements.  
24

25 **ART. 13(g)(1)** Effective July 1, 2000,  
26 Boilermaker helpers who are referred as  
27 applicants and employed, who are not jour-  
28 neymen in any building trades metal-work-  
29 ing craft, shall be paid sixty percent (60%) of  
30 the journeyman Boilermaker basic rate of  
31 pay and one hundred percent (100%) of  
32 fringe benefit contributions.  
33  
34

1     **ART. 13(g)(2)** Any Employer who fails or  
2 refuses to hire Field Construction Boilermaker  
3 Apprentices when available in accordance  
4 with the agreed upon ratio of apprentices to  
5 journeymen, will not be allowed to employ  
6 Boilermaker helpers.  
7

8     **ART. 13(g)(3)** When qualified Boilermakers  
9 and/or apprentices are on the local out-of-  
10 work list and are willing and available to  
11 accept the referral offer, Boilermaker helpers  
12 shall not be referred to the job until the out-  
13 of-work list is exhausted. However, by  
14 mutual consent, apprentices and helpers  
15 may comprise thirty percent (30%) of the  
16 work force on certain work.  
17

18                     **ARTICLE 14**  
19                     **PAY DAY**  
20

21     **ART. 14(a)** Employees shall be paid week-  
22 ly on a designated day during working  
23 hours and in no case shall more than three  
24 (3) days be held back in any one-payroll  
25 period. Failure to pay wages during work-  
26 ing hours on specified day, employees shall  
27 receive overtime for waiting.  
28

29     **ART. 14(a)(1)** The Employer may offer a  
30 direct deposit option through Brotherhood  
31 Bank & Trust, or any other financial institu-  
32 tion of the employee's choice, that is volun-  
33 tary to the employee.  
34

1     **ART. 14(b)** Every employee working  
2 under this Agreement will be furnished on  
3 the stub of his paycheck or pay envelope, a  
4 record of all hours worked, showing all  
5 deductions separately and indicate clearly  
6 what they are for (excluding Boilermaker-  
7 Blacksmith Pension, Boilermaker Health  
8 and Welfare, Annuity Program, and  
9 Apprentice contributions). Employers will  
10 include their name and address on check  
11 stubs after present stock is exhausted.  
12

13     **ART. 14(c)** When it becomes necessary to  
14 layoff men, the foreman and steward shall  
15 be notified of the men to be laid off at least  
16 one (1) hour prior to regular quitting time.  
17

18     **ART. 14(d)** Employees who are laid off or  
19 discharged from the service of the  
20 Employer shall receive their wages and  
21 transportation expense (to which an  
22 employee is entitled) and personal property  
23 immediately thereafter. By prior mutual  
24 agreement with the Business Manager,  
25 when it becomes necessary to terminate a  
26 job or a portion of the employees during the  
27 night, early morning, or over the weekend,  
28 all such employees may be paid on the next  
29 scheduled workday either personally, or via  
30 U.S. mail in an envelope bearing the  
31 employee's name and address. The post-  
32 mark on such envelope shall determine the  
33 date of such mailing. Should an Employer  
34 fail to transmit the checks as required by



1 this section, the employees will be entitled  
2 to eight (8) hours waiting time for each day  
3 of noncompliance.

4  
5 **ART. 14(e)** When there is a reduction of  
6 force, it is understood that the intent is to  
7 give preference of employment to qualified  
8 employees of the local area, consistent with  
9 the efficient operation of the job.

10  
11 **ART. 14(f)** Employees terminated shall be  
12 furnished a separation slip showing the  
13 employee's name, the date of termination,  
14 and any and all reasons for the separation.  
15 Copies of all separation slips for cause or  
16 quits will be forwarded to the local union  
17 office within twenty-four (24) hours.

18  
19 **ARTICLE 15**

20 **UNION REPRESENTATION AND ACCESS TO**  
21 **JOBS**

22  
23 **ART. 15(a)** Authorized representatives of  
24 the Union shall have access to jobs where  
25 employees covered by this Agreement are  
26 employed, provided they do not unnecessar-  
27 ily interfere with the employees or cause  
28 them to neglect their work, and further pro-  
29 vided such Union representative complies  
30 with customer rules and regulations.

31  
32 **ART. 15(b)** A steward shall be a working  
33 journeyman appointed by the Business  
34 Manager of the local union having jurisdic-

1 tion of the job who shall, in addition to his  
2 work as a journeyman, be permitted to per-  
3 form during working hours such of his  
4 Union duties as cannot be performed at  
5 other times. The Union agrees that such  
6 duties shall be performed as expeditiously  
7 as possible and the Employer agrees to  
8 allow the steward a reasonable amount of  
9 time for the performance of such duties.  
10 Stewards shall receive the regular journeym-  
11 an's rate of pay.

12  
13 **ART. 15(c)** It is understood and agreed that  
14 the steward's duties shall not include any  
15 matters relating to referral, hiring, or laying  
16 off of employees.

17  
18 **ART. 15(d)** Stewards shall not be discrimi-  
19 nated against for the discharge of their duties.

20  
21 **ART. 15(e)** Upon presentation of a signed  
22 authorization card, the obtaining of which  
23 shall be the responsibility of the Union, the  
24 Employer shall withhold field dues and  
25 dues to affiliated organizations if applicable,  
26 and submit same to the local union office  
27 having jurisdiction no later than thirty (30)  
28 days after the end of the month in which  
29 the dues accrued. The Union holds the  
30 Employer harmless and agrees to defend  
31 the Employer fully in any litigation result-  
32 ing from this activity that is deemed to be a  
33 service to the Union by the Employer.  
34

1     **ART. 15(f)** In order to expedite the dis-  
2     patching of applicants as provided under  
3     Article 6, the Union office, when practical,  
4     will be notified at least four (4) hours in  
5     advance of the names of the employees to  
6     be laid off and the reason for the lay off.  
7

8     **ART. 15(g)** When layoffs occur, the stew-  
9     ard will be the last employee laid off pro-  
10    viding he is capable of performing the  
11    remaining work.  
12

13                   **ARTICLE 16**  
14                   **SUPERVISION**  
15

16    **ART. 16(a)** The selection and number of  
17    foremen and general foremen shall be  
18    entirely the responsibility of the  
19    Employer. It is understood that in the  
20    selection of foremen and general foremen,  
21    the Employer will give first consideration  
22    to the qualified men available in the local  
23    area without persuading any employees  
24    to leave one Employer for another. The  
25    Employer shall have the right to send  
26    general foremen into any local territory  
27    where work is being performed.  
28

29    **ART. 16(b)** All foremen shall be practical  
30    mechanics of the trade.  
31

32    **ART. 16(c)** There shall be a foreman on  
33    every job and as many additional foremen  
34    as the Employer deems necessary there-

1     after. Only the foremen will give instruc-  
2     tion to the men on the job.  
3

4     **ART. 16(d)** Where a total of nine (9) or  
5     less men are employed, one (1) shall be a  
6     foreman who shall work with the tools if  
7     required by the Employer. Where a total of  
8     ten (10) or more men are employed, one (1)  
9     shall be a foreman who shall not work with  
10    the tools.  
11

12    **ART. 16(e)** All classifications of foremen  
13    shall accept instructions from the  
14    Employer's superintendent(s). However,  
15    the superintendent(s) shall not give direct  
16    instructions to the other employees covered  
17    by the terms of this Agreement.  
18

19    **ART. 16(f)** Foremen shall not apply, in any  
20    respect, any regulations, rules, by-laws, or  
21    provisions of the Union Constitution on the  
22    Employer's job site.  
23

24    **ART. 16(g)** Except in a broken work-  
25    week at the beginning or conclusion of a  
26    job, when a general foreman or foreman  
27    works three (3) or more days in any work-  
28    week, he shall receive a minimum of  
29    forty-hours (40) pay, provided he reports  
30    to the job daily during said workweek if  
31    requested. The intervention of any holi-  
32    day referred to in this Agreement during  
33    any workweek shall not be construed as  
34    creating a broken workweek. The forego-

1 ing provision is only applicable to Local  
2 Lodges 374 and 744.

3  
4 **ARTICLE 17**  
5 **PIECE WORK, LIMITATION, AND**  
6 **CURTAILMENT OF PRODUCTION**

7  
8 There shall be no contract, bonus, bit, or  
9 task work, nor shall there be any limitation  
10 or curtailment of production. Further, the  
11 parties to this Agreement recognize their  
12 responsibility, mandated by its spirit and  
13 intent to encourage the elimination of  
14 restrictive, inefficient, and cost intensive  
15 work practices. To this end, the employee is  
16 expected to extend willing cooperation and  
17 apply himself to work with a reasonable  
18 degree of effort and activity in performing  
19 the work of his trade.

20  
21 **ARTICLE 18**  
22 **FUNCTIONS OF MANAGEMENT**

23  
24 The Employer shall have full right to  
25 direct the progress of the work and to exer-  
26 cise all functions and control, including, but  
27 not limited to, the selection of the kind of  
28 materials, supplies, or equipment used in  
29 the execution of the work, the determina-  
30 tion of the competency and qualifications of  
31 his employees, and the right to discharge  
32 any employee for any just and sufficient  
33 cause, provided, however, that no employee  
34 shall be discriminated against.

1 **ARTICLE 19**  
2 **HEALTH AND WELFARE**

3  
4 **ART. 19(a)** The Employer shall pay, for  
5 each hour worked, the following contribu-  
6 tions to the Boilermakers National Health  
7 and Welfare Fund for each Boilermaker  
8 employee working in the geographical  
9 jurisdiction of the local unions listed below.  
10 The hourly contributions are based on  
11 hours paid.

12

	<u>Effective:</u>		
<u>Local Lodge</u>	<u>07/01/07</u>	<u>07/01/08</u>	<u>07/01/09</u>
13 Local 107	\$6.82	\$6.82	\$6.82
14 Local 374	\$6.82	\$6.82	\$6.82
15 Local 647	\$6.82	\$6.82	\$6.82
16 Local 744	\$6.82	\$6.82	\$6.82

17  
18

19 Finally, the Employer agrees to and shall  
20 be bound by the Trust Agreement creating  
21 the Boilermakers National Health and  
22 Welfare Fund and all amendments now or  
23 hereafter approved by the Board of Trustees.  
24 Said Agreement and amendments are incor-  
25 porated by reference and made a part of this  
26 Agreement as if affixed hereto.

27  
28 **ART. 19(b)** Establish a Supplemental  
29 Health and Welfare Trusted Agreement  
30 for retired members.

1                   **ARTICLE 20**  
 2                   **PENSIONS**

3  
 4       The Employer shall pay, for each hour  
 5 paid, the following contributions to the  
 6 Boilermaker-Blacksmith National Pension  
 7 Trust for each Boilermaker employee work-  
 8 ing in the geographical jurisdiction of the  
 9 local unions listed below. The hourly contri-  
 10 butions are based on hours paid.

	<u>Effective:</u>		
<u>Local Lodge</u>	<u>07/01/07</u>	<u>07/01/08</u>	<u>07/01/09</u>
Local 107	\$6.55	\$6.55*	\$6.55*
Local 374	\$5.65	\$5.65	\$5.65
Local 647	\$5.36	\$5.36*	\$5.36*
Local 744	\$6.46	\$6.46	\$6.46

17  
 18 \* See Article 13 Wages

19  
 20       The Employer agrees to and shall be  
 21 bound by the Trust Agreement creating the  
 22 Boilermaker-Blacksmith National Pension  
 23 Trust and all amendments now or hereafter  
 24 approved by the Board of Trustees. Said  
 25 Agreement and amendments are incorpo-  
 26 rated by reference and made a part of this  
 27 Agreement as if affixed hereto.

28  
 29                   **ARTICLE 21**  
 30                   **APPRENTICESHIP PROGRAM**

31  
 32       **ART. 21(a)** The Employer, for all employ-  
 33 ees covered by this Agreement, shall pay, for  
 34 each hour worked, the following contribu-

1       tions to the Great Lakes Apprenticeship  
 2 Fund for work performed in the jurisdiction  
 3 of the following Locals:

	<u>Effective:</u>		
<u>Local Lodge</u>	<u>07/01/07</u>	<u>07/01/08</u>	<u>07/01/09</u>
Local 107	\$0.30	\$0.35	\$0.35
Local 374	\$0.30	\$0.35	\$0.35
Local 647	\$0.30	\$0.35	\$0.35
Local 744	\$0.30	\$0.35	\$0.35

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 11  
 12       This Agreement may, upon thirty (30)  
 13 days prior written notice, be reopened to  
 14 discuss any change in the hourly contribu-  
 15 tion to the Great Lakes Apprenticeship Fund  
 16 if the Great Lakes Area Apprenticeship  
 17 Committee requests such reopening. The  
 18 Employer agrees to and shall be bound by  
 19 the Agreement and Declaration of Trust  
 20 establishing the Boilermakers Area  
 21 Apprenticeship Funds and all amendments  
 22 now or hereafter approved by the Board of  
 23 Trustees. Said Agreement and amendments  
 24 are incorporated by reference and made a  
 25 part of this Agreement as if affixed hereto.

26  
 27       **ART. 21(b)** The ratio of apprentices shall be  
 28 determined by the local union ratio of  
 29 apprentices to journeymen, but not less than  
 30 one (1) to five (5). In the event apprentices  
 31 are not available in sufficient number to  
 32 comply with the ratio, the area Joint  
 33 Apprenticeship Committee and the  
 34 International will be notified and necessary

1 steps will be taken to increase the number of  
2 available apprentices.

3  
4 **ART. 21(c)** It is the understanding of the  
5 parties to this Agreement that the funds con-  
6 tributed by signatory Employers to the  
7 Apprenticeship Fund will not be used to  
8 train apprentices or journeymen who will be  
9 employed by employers in the Boilermakers  
10 Field Construction and Repair Industry not  
11 signatory to a collective bargaining agree-  
12 ment providing for contributions to the  
13 Fund. Therefore, the Trustees of the Fund  
14 are empowered to adopt and implement a  
15 scholarship loan agreement program which  
16 will require apprentices and journeymen  
17 who receive training benefits from the Fund  
18 and who are employed by signatory  
19 Employers to repay the costs of training,  
20 either by service with such Employers fol-  
21 lowing training, or by actual repayment of  
22 the costs of training if the individual goes to  
23 work for a non-signatory Employer in the  
24 Boilermaker Field Construction and Repair  
25 Industry. The costs of training at the  
26 National Training Center may include the  
27 reasonable value of all Fund materials, facili-  
28 ties, and personnel utilized in training at the  
29 National Training Center.

30  
31 **ART. 21(d)** It is agreed that each of the par-  
32 ticipating local unions covered under this  
33 Agreement may choose a ten-cents (\$0.10)  
34 per hour paid payroll deduction for a Local

1 Building and Training Fund. It is understood  
2 that this payroll deduction is subject to a  
3 check-off authorization from each employee  
4 working in that local lodge jurisdiction. All  
5 payroll deductions shall be forwarded by  
6 check to the appropriate local union office  
7 and shall be made payable to the appropriate  
8 Local Building and Training Fund within  
9 thirty (30) days following the last day of each  
10 month or at the conclusion of a job, whichev-  
11 er is sooner. A list of all employees, hours  
12 worked, and individual deductions shall  
13 accompany such payments.

<u>Local Lodge</u>	<u>Effective 07/01/04</u>
Local 744	\$0.10

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16  
17  
18 **ART. 21(e) For Local 374 Only.** All appren-  
19 tices shall be paid four (4) hours at the  
20 straight time rate plus benefits for classes  
21 attended on company time providing that  
22 the apprenticeship percentage does not fall  
23 below 20 percent of the membership.

24  
25 **ARTICLE 22**  
26 **ANNUITY PROGRAM**

27  
28 The Employer shall pay, for each hour  
29 paid, the following contributions to the  
30 Boilermaker National Annuity Trust for  
31 each Boilermaker employee working in the  
32 geographical jurisdiction of the local unions  
33 listed below. The hourly contributions are  
34 based on hours paid.

		<u>Effective:</u>		
	<u>Local Lodge</u>	<u>07/01/07</u>	<u>07/01/08</u>	<u>07/01/09</u>
3	Local 107	\$3.50	\$3.50*	\$3.50*
4	Local 374	\$4.65	\$4.65	\$5.15
5	Local 647	\$4.00	\$4.00*	\$4.00*
6	Local 744	\$3.75	\$3.75	\$3.75

8 \* See Article 13 Wages.

10 The Employer agrees to and shall be  
 11 bound by the Trust Agreement creating the  
 12 National Annuity Trust and all amend-  
 13 ments now or hereafter approved by the  
 14 Board of Trustees. Said Agreement and  
 15 amendments are incorporated by reference  
 16 and made a part of this Agreement as if  
 17 affixed hereto.

19 **ARTICLE 23**  
 20 **MOST**

22 **ART. 23(a)** Effective July 1, 2000 the  
 23 Employer agrees to contribute the appren-  
 24 ticeship contribution rate established in  
 25 Article 21 plus twenty-four cents (\$0.24) per  
 26 hour worked to the Mobilization,  
 27 Optimization, Stabilization, and Training  
 28 (MOST) Program. The Employer agrees to  
 29 and shall be bound by the Trust Agreement  
 30 creating the Mobilization, Optimization,  
 31 Stabilization, and Training Program and all  
 32 amendments now or hereafter approved by  
 33 the Board of Trustees. Said Agreement and  
 34 amendments are incorporated by reference

1 and made a part of this Agreement as if  
 2 affixed hereto.

4 **ART. 23(b)** Any increases or decreases  
 5 after July 1, 2000 shall be implemented on  
 6 the first day of the month following notifi-  
 7 cation from MOST to the Co-Chairmen of  
 8 the Great Lakes Articles of Agreement.

10 **ART. 23(c)** The Great Lakes Employers  
 11 and the Union each recognize the need to  
 12 promote construction job site safety and to  
 13 contribute to the reduction or elimination of  
 14 industrial accidents and unhealthy environ-  
 15 mental conditions at work sites on a day-to-  
 16 day basis. In recognition of this need, the  
 17 parties adopt a Joint Safety and Training  
 18 Program which also encompasses annual  
 19 drug screening program. This program  
 20 shall be funded by a contribution to MOST  
 21 of twelve cents (\$0.12) per hour worked as  
 22 presently included in Section (a) above. The  
 23 Safety and Training Program shall be car-  
 24 ried out in keeping with the Trust docu-  
 25 ments and the policies and procedures  
 26 manual adopted for this program.

28 **ART. 23(c)(1)** The parties to this program  
 29 will cooperate to accomplish a drug free  
 30 environment and a safe work place.  
 31 Effective July 19, 1995, in the Great Lakes  
 32 area, drug screening will be mandatory.

34 **ART. 23(c)(2)** The Substance Abuse

1 Program will be conducted in keeping with  
 2 the established testing procedures devel-  
 3 oped by the Department of Health and  
 4 Human Services Scientific and Technical  
 5 Guidelines dated April 11, 1988, and any  
 6 subsequent amendments thereto and the  
 7 Laboratory shall be licensed or certified, as  
 8 the case may be, by the National Institute  
 9 of Drug Abuse, The College of American  
 10 Pathologists, and the Department of  
 11 Defense, and shall participate in the profi-  
 12 ciency testing programs required by each of  
 13 those respective organizations.

14  
 15 Drug screening and gas chromatography  
 16 /Mass Spectrometry (GC/MS) confirma-  
 17 tion for ten (10) categories of drugs will be  
 18 required with the following cut-off limits:

19  
 20 (Revised March 1, 2004)

21	22	23	24
	Screening	Confirmation	
25	Cut-Off Limit	Cut-Off Limit	
26	<u>(ng/ml)</u>	<u>(ng/ml)</u>	
27	<u>Drug Class</u>		
28	Amphetamines	1000*	500*
29	Barbiturates	300	200
30	Benzoylcegonine (Cocaine Metabolite)	300*	150*
31	Cannabinoids (THC)	50*	15*
32	MDMA (Ecstasy)	500	250
33	Opiates	2000*	2000*
34	Phencyclidine	25*	25*

1	Benzodiazepines	300	300
2	Methadone	300	300
3	Propoxyphene	300	300
4	Alcohol, Ethyl	0%**	

5  
 6  
 7 \* Cut-off limits meet or exceed those estab-  
 8 lished by the Department of Health and  
 9 Human Services in their mandatory  
 10 Guidelines for Federal Workplace Drug  
 11 Testing Programs.

12 \*\* MOST considers a 0% blood alcohol as  
 13 normal. Any report in excess of .02% shall be  
 14 considered above the impairment level.

15  
 16 MOST will NOT recognize ingestion of  
 17 over the counter hemp products, or codeine  
 18 products, as an acceptable medical explana-  
 19 tion for THC positive urinalysis, or opiate  
 20 positive urinalysis.

21  
 22 **ART. 23(c)(3)** The MOST Drug Screening  
 23 Program will pay all costs (once per calen-  
 24 dar year) for an annual drug screen. The  
 25 drug screening will be mandatory. A dated  
 26 Drug Free Certification Card will be issued  
 27 to all employees testing negative. Records  
 28 of such tests shall be maintained by the  
 29 Independent Testing Laboratory and/or  
 30 the Medical Review Officer. All costs, such  
 31 as for collection, analysis, reporting, main-  
 32 tenance of records, issuing cards and notifi-  
 33 cations shall be borne by MOST, for all par-  
 34 ticipants covered by the appropriate collec-

1 tive bargaining agreement. Securing the  
2 drug screen test shall be the applicant's  
3 responsibility and shall be performed on  
4 his/her time. No transportation pay shall  
5 be applicable.

6  
7 **ART. 23(c)(4)** A subcommittee from each  
8 area will be formed to keep abreast of the  
9 latest developments, changes, and technolo-  
10 gy pertaining to drug screening programs.  
11 The subcommittee will report any suggest-  
12 ed changes to the safety oversight commit-  
13 tee appointed by MOST.

14  
15 **ART. 23(c)(5)** All contractors will be  
16 required to perform on-site specific random  
17 drug testing, in accordance with MOST  
18 Drug Screening Policy and Procedures  
19 (revised March 1, 2004), and all amend-  
20 ments now or hereafter approved by the  
21 Board of Trustees.

22  
23 **ARTICLE 24**  
24 **DEVELOPMENT AND TRAINING FUNDS**

25  
26 **ART. 24(a)** In order to continue to improve  
27 the knowledge and skill of Boilermakers and  
28 to assure a high quality of workmanship,  
29 each local union may establish a  
30 Development and Training Fund. The  
31 Employer shall contribute the following con-  
32 tributions for each hour paid to the respec-  
33 tive Local Development and Training Fund:  
34

<u>Local Lodge</u>	<u>Effective 07/01/07</u>
Local 107	\$0.21
Local 374	\$0.30
Local 647	\$0.25

5  
6 **ART. 24(b)** Each Fund shall be jointly  
7 trusteeed with three (3) Trustees from the  
8 local union and three (3) Trustees from local  
9 employers. The Employer agrees to and  
10 shall be bound by the Trust Agreement cre-  
11 ating a Local Development and Training  
12 Fund and all amendments now or hereafter  
13 approved by the Board of Trustees. Said  
14 agreement and amendments are incorporat-  
15 ed by reference and made a part of this  
16 Agreement as if affixed hereto.

17  
18 **ART. 24(c)** All contributions shall be for-  
19 warded to the respective local union by  
20 check payable to Local Development and  
21 Training Fund within thirty (30) days fol-  
22 lowing the last day of each month or at the  
23 conclusion of a job, whichever is sooner. A  
24 list of all employees and hours worked shall  
25 accompany such payments.

26  
27 **ARTICLE 25**  
28 **CAMPAIGN ASSISTANCE, POLITICAL ACTION,**  
29 **& SICK AND DISTRESSED FUNDS**

30  
31 **ART. 25(a)** Upon presentation of a signed  
32 authorization, the Employer shall withhold  
33 five cents (\$0.05) per hour paid for the  
34 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.

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

**ART. 25(b)** The Employer shall withhold five cents (\$0.05) per hour paid for the appropriate Boilermaker Local's State and Local Political Action Fund (PAC), and ten cents (\$0.10) 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) days after the end of the month in which the deduction accrued. Obtaining the signed authorizations and maintaining of records 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.

<u>Local Lodge</u>	<u>Effective:</u>		
	<u>07/01/07</u>	<u>07/01/08</u>	<u>07/01/09</u>
Local 374	\$0.05	\$0.05	\$0.05
Local 647	\$0.05	\$0.05	\$0.05
Local 744	\$0.15*	\$0.15*	\$0.15*

\* Five cents (\$0.05)/hr paid to PAC; ten cents (\$0.10)/hr paid to Sick & Distressed.

**ARTICLE 26  
GRIEVANCE AND ARBITRATION PROCEDURE**

**ART. 26(a)** All grievances, other than those pertaining to general wage rates or jurisdictional disputes, that may arise on any job covered by this Agreement shall be handled in the following manner without permitting the grievance to interfere with the progress and execution of work in the process of adjustment.

**ART. 26(b)** Representatives of the local union and the Employer shall first consider any such grievance, and if not settled within seven (7) working days, it will be reduced to writing and submitted to;



1 lunches. Properly cooled drinking water and  
2 reasonable sanitary facilities, properly main-  
3 tained, will be made available. Attempts will  
4 be made to obtain the use of the customer's  
5 toilet and wash facilities. Upon failure to  
6 gain the use of the customer's facilities,  
7 when practical, the Employer shall, where  
8 access to running water and a sewer is possi-  
9 ble, provide a means of wash up. Hand soap  
10 or similar cleansing agents shall be provided,  
11 including paper hand towels or sections  
12 thereof. Where pre-bid meetings are held  
13 with the customer, the use of owner facilities  
14 shall be requested.

15  
16 **ART. 27(c)** Scaffolding, staging, walks, lad-  
17 ders, gangplanks, and other safety equipment  
18 shall be provided where necessary and shall  
19 be constructed in a safe and proper manner  
20 by competent mechanics. No reinforcing rod  
21 of any size or type shall be used in any of the  
22 above safety equipment.  
23

24 **ART. 27(d)** In addition to the Employer  
25 being required to furnish adequate safety  
26 measures and equipment, it shall be a  
27 requirement of the employees to conform to  
28 safety regulations and measures as provided.  
29

30 **ART. 27(e)** Welders shall be furnished  
31 suitable replacement of welding gloves  
32 when employed as a welder. When a  
33 welder is required to use heliarc equipment,  
34 he shall be furnished a light glove that does

1 not restrict his movements. Suitable leathers  
2 will be made available on the job for  
3 welders' use when, at the discretion of the  
4 superintendent and foreman, they are nec-  
5 essary for welders' safety and protection.  
6 Such suitable leathers shall be the property  
7 of the Employer.  
8

9 **ARTICLE 28**  
10 **MEDICAL TREATMENT AND EXAMINATION**  
11

12 **ART. 28(a)** Employees actually at work  
13 and who are required to take time off from  
14 their employment during working hours to  
15 secure treatment because of injuries or sick-  
16 ness arising out of and in the course of their  
17 employment shall receive pay for such time  
18 plus necessary travel expenses incurred  
19 providing he has a doctor's certificate from  
20 Employer's designated doctor showing  
21 time he reported for treatment and length of  
22 time required for such treatment. Should an  
23 employee become ill or injured on a job, the  
24 job superintendent shall designate a man to  
25 accompany the man to his local residence,  
26 hospital, or for necessary treatment. In the  
27 event an employee chooses to select his  
28 own doctor for medical attention after the  
29 first day of injury and such visits are sched-  
30 uled during working hours, he shall be paid  
31 only for actual hours worked.  
32

33 **ART. 28(b)** Employees shall not be  
34 required to take a physical examination,

1 unless required by governmental agencies,  
2 and there shall be no age limit except as  
3 provided by law.

4  
5 **ARTICLE 29**  
6 **JOB NOTICE**  
7

8 **ART. 29(a)** In order to insure the satisfac-  
9 tory progress of each job, the Employer will  
10 furnish the local Business Manager and  
11 International headquarters with the follow-  
12 ing job information as soon as possible and  
13 practical:

- 14 (1) Location of job site
- 15 (2) Approximate starting date and duration
- 16 (3) Type of job
- 17 (4) Approximate manpower requirements

18  
19 **ART. 29(b)** Upon written request by the  
20 Construction Division of the International,  
21 the home office representative of the  
22 Employer shall, on letterhead stationery, des-  
23 ignate specific assignments of work on a job.  
24

25 **ARTICLE 30**  
26 **AGREEMENT QUALIFICATIONS**  
27

28 **ART. 30(a)** It is not the intent of either  
29 party hereto to violate any laws or any rul-  
30 ings or regulations of any governmental  
31 authority or agency having jurisdiction of  
32 the subject matter of this Agreement, and  
33 the parties hereto agree that, in the event  
34 any provision of this Agreement is held to

1 be unlawful or void by any tribunal having  
2 the right to so hold, the remainder of the  
3 Agreement shall remain in full force and  
4 effect, unless the parts so found to be void  
5 are wholly inseparable from the remaining  
6 portions of this Agreement.  
7

8 **ART. 30(b)** It is further understood that  
9 this Agreement was negotiated with the  
10 Union on an area-wide basis by the  
11 Employers engaged in the field construction  
12 industry in the area. Should this Agreement,  
13 by notice given as herein provided be  
14 reopened for further negotiations, such  
15 negotiations shall be conducted on an area-  
16 wide basis by the Employers who have exe-  
17 cuted this Agreement and/or Employers  
18 signatory to the National Agreement.  
19

20 **ART. 30(c)** By agreement between a signa-  
21 tory Employer and the Union, a dispute  
22 regarding the application of any provisions  
23 of this Agreement shall be submitted to the  
24 two Chairmen for their opinion. Failure to  
25 mutually agree to submit the dispute to the  
26 two (2) Chairmen, then either party may, in  
27 writing, submit the dispute to the two (2)  
28 Chairmen for an opinion.  
29

30 **ART. 30(d)** Any article or articles of this  
31 Agreement, for a particular job or project,  
32 may be modified by mutual agreement  
33 between the Business Manager and the  
34 Employer. Any such agreement shall be

1 reduced to written form, signed by both parties  
2 and in the hands of the Chairman of  
3 both Union and Employer committees,  
4 when practical to do so, before the commencement  
5 of any work at the job or project.  
6

7 **ARTICLE 31**  
8 **NO STRIKE, NO LOCKOUT**  
9

10 **ART. 31(a)** During the term of this  
11 Agreement, there shall be no authorized  
12 strike by the Union or lockout by the  
13 Employer, provided the Union and the  
14 Employer abide by the provisions of the  
15 grievance machinery.  
16

17 **ART. 31(b)** In the event a strike occurs  
18 which is unauthorized by the Union, the  
19 Employer agrees that there shall be no liability  
20 on the part of the Union, its officers or  
21 agents, provided the Union shall, as soon as  
22 possible after notification by the Employer  
23 of a work stoppage, post notice at the job  
24 that such action is unauthorized by the  
25 Union, and promptly take steps to return its  
26 members to work.  
27

28 **ART. 31(c)** In the event of an area strike  
29 over contract negotiations between the  
30 International Brotherhood of Boilermakers,  
31 Iron Ship Builders, Blacksmiths, Forgers,  
32 and Helpers, AFL-CIO, and the Great Lakes  
33 Boilermaker Employers, it will not be considered  
34 a violation of this Agreement for the

1 Employer to stop work covered by this  
2 Agreement for the duration of the strike.  
3 The Employer is required to give notification  
4 to the Union a minimum of five (5)  
5 working days prior to taking such action. In  
6 the event of an area strike over contract  
7 negotiations, it will not be considered a violation  
8 of this Agreement for the Union to  
9 refuse to furnish employees to the  
10 Employer for the duration of the strike. The  
11 Union is required to give notification of the  
12 Employer a minimum of five (5) working  
13 days prior to taking such action.  
14

15 **ART. 31(d)** The Employer may discharge  
16 an employee for taking part in an unauthorized  
17 strike.  
18

19 **ART. 31(e)** Notwithstanding any provision  
20 of this Article, it shall not be a violation of this  
21 Agreement for employees covered by this  
22 Agreement to refuse to cross a picket line  
23 established by any union or the local Building  
24 Trades Council representing employees at the  
25 job if such employees are engaged in a strike  
26 which is properly sanctioned by the  
27 Boilermakers International Union.  
28

29 **ARTICLE 32**  
30 **WELDER CERTIFICATION**  
31

32 **ART. 32(a)** Any welder who is required to  
33 take a test on a job site shall be paid for the  
34 time required to take the test.

1     **ART. 32(b)** If an Employer participates in  
2 the Common Arc Program, no compensa-  
3 tion shall be paid to welders testing or  
4 upgrading under the program.

5  
6                     **ARTICLE 33**  
7                     **DURATION OF AGREEMENT**  
8

9     This Agreement shall become effective  
10 July 1, 2007, and shall remain in full force  
11 and effect through June 30, 2010, and shall  
12 remain in force and effect from year to year  
13 thereafter unless either party shall, at least  
14 sixty (60) days prior thereto, notify the other  
15 party in writing of desire to modify or termi-  
16 nate this Agreement. In the event such  
17 notice is given, the parties in accordance  
18 with the provisions of Article 30, Section (b),  
19 shall meet not later than fifteen (15) days  
20 after receipt of such notice. Should an  
21 understanding not be reached within thirty  
22 (30) days from the date such notice was  
23 filed, the procedure outlined in Section 8 of  
24 the Labor Management Relations Act, 1947,  
25 will be followed.

26  
27     The foregoing Agreement and Appendix  
28 "A" were negotiated at a general conference  
29 of the Employers and the Union.  
30  
31  
32  
33  
34

1     **REPRESENTING THE UNION:**

2  
3     Lawrence J. McManamon, Chairman  
4         International Vice President  
5     Patrick R Stefancin, Co- Secretary  
6         IR-CD/NTD  
7     Anthony W. Palmisano, Co- Secretary  
8         IR-CD/NTD  
9     Blane D. Tom, BM/ST, Local 107  
10     Paul M. Maday, BM/ST, Local 374  
11     Paul S. Pendergast, BM/ST, Local 647  
12     Patrick M. Gallagher, BM/ST, Local 744  
13

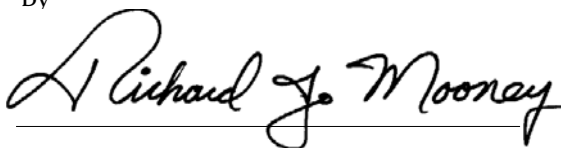
14     **REPRESENTING THE EMPLOYERS:**

15  
16     Richard J. Mooney, Chairman  
17         Hayes Boiler & Mechanical Inc.  
18     Rudolf H. Umlauf, Secretary  
19         Independent Mechanical Inc.  
20     William W. Seiget, Hunter Corp.  
21     Steve Thompson, BMW Constructors  
22     Neil Magnuson, BMW Constructors  
23     Dave Crichton, B&WCC, Inc.  
24     Bruce Evenson, B&WCC, Inc.  
25     Ron Traxler, CBI Services  
26     Greg Purdon, Enerfab  
27     Robert Bolic Sr., Enerfab  
28     Lloyd Bushong, Jamar  
29     Eric Heuser, APComPower Inc.  
30     Tom Garbin, Nooter Construction  
31     Edward Plucker, Jamar  
32     Robert A. Seiget, APComPower Inc.  
33     Jeff R. Syring, Moorehead Boiler  
34     Brad R. John, Bechtel

1 The Agreement, as negotiated by the fore-  
2 going committees, is hereby accepted by the  
3 parties signatory hereto this 10th day of July  
4 2007, with the full understanding that this  
5 Agreement is between the Union and the  
6 individual signatory Employer.

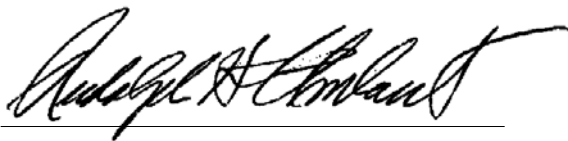
7  
8 FOR THE EMPLOYER:

9  
10  
11 By

12   
13  
14  
15  
16

17 Richard J. Mooney, Chairman  
18 Hayes Boiler & Mechanical Inc.

19  
20  
21 By

22   
23  
24  
25  
26

27 Rudolf H. Umlauf, Secretary  
28 Independent Mechanical Industries Inc.

1 FOR THE UNION:

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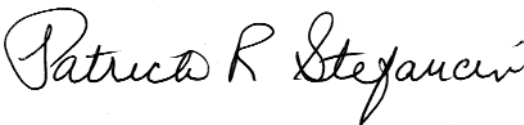


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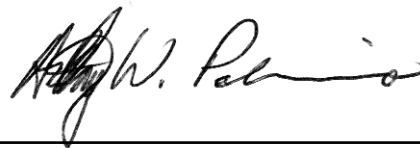
Newton B. Jones, International President



Lawrence J. McManamon, IVP / Chairman



Patrick R Stefancin, Co- Secretary  
IR-CD/NTD



Anthony W. Palmisano, Co- Secretary  
IR-CD/NTD

1                   **APPENDIX "A"**  
2                   **NCA WORK RULES**

3  
4       **APDX. A(a)** The selection of craft fore-  
5 men and general foremen shall be entirely  
6 the responsibility of the Employer, it being  
7 understood that in the selection of such  
8 foremen the Employer will give primary  
9 consideration to the qualified men avail-  
10 able in the local area. After giving such  
11 consideration the Employer may select  
12 such men from other areas. Foremen and  
13 general foremen shall take orders from  
14 individuals designated by the Employer.

15  
16       **APDX. A(b)** There shall be no limit on pro-  
17 duction by workmen nor restrictions on the  
18 full use of tools or equipment. Craftsmen  
19 using tools shall perform any of the work of  
20 the trade and shall work under the supervi-  
21 sion of the craft foremen. There shall be no  
22 restrictions on efficient use of manpower  
23 other than as may be required by safety reg-  
24 ulations, provided, however, legitimate  
25 manning practices that are a part of national  
26 or local agreements shall be followed.

27  
28       **APDX. A(c)** Security procedures for con-  
29 trol of tools, equipment, and materials are  
30 solely the responsibility of the Employer.

31  
32       **APDX. A(d)** Workmen shall be at their  
33 place of work at the starting time and shall  
34 remain at their place of work performing

1 their assigned functions under the supervi-  
2 sion of the Employer until the quitting time.  
3 The parties reaffirm their policy of a fair  
4 day's work for a fair day's wage.

5  
6       **APDX. A(e)** Practices not a part of terms  
7 and conditions of collective bargaining  
8 agreements will not be recognized.

9  
10       **APDX. A(f)** Slowdowns, standby crews,  
11 and featherbedding practices will not be tol-  
12 erated.

13  
14       **APDX. A(g)** A steward shall be a qualified  
15 workman performing work of his craft and  
16 shall exercise no supervisory functions.  
17 There shall be no nonworking stewards.

18  
19       **APDX. A(h)** There shall be no illegal  
20 strikes, work stoppages, or lockouts.

21  
22       **APDX. A(i)** When a local union does not  
23 furnish qualified workmen within forty-  
24 eight (48) hours (Saturdays, Sundays, and  
25 holidays excluded), the contractor shall be  
26 free to obtain workmen from any source.

27  
28       **APDX. A(j)** It is agreed that overtime is  
29 undesirable and not in the best interests of  
30 the industry or the craftsmen. Therefore,  
31 except in unusual circumstances, overtime  
32 will not be worked. Where unusual circum-  
33 stances demand overtime, such overtime  
34 will be kept at a minimum.



1     **APDX. A(k)** If the contractor so elects, he  
2 may work shift work at a rate negotiated in  
3 the applicable agreements. If the agree-  
4 ments do not contain rates pertaining to  
5 shift work, the parties shall negotiate such  
6 shift rates at the pre-job conference. The  
7 Employer shall determine the crafts and  
8 number of men to be assigned to each of the  
9 shifts as established.

10  
11                     **APPENDIX "B"**  
12                     **SMALL BOILER AND REPAIR ADDENDUM**

13  
14     **APDX. B(a) Preamble.**

15  
16     WHEREAS, the parties hereto have main-  
17 tained a mutually satisfactory bargaining  
18 relationship in the work area covered by  
19 collective bargaining agreements between  
20 them which have been in effect over a sub-  
21 stantial number of years; and

22  
23     WHEREAS, the International Brotherhood  
24 of Boilermakers, Iron Ship Builders,  
25 Blacksmiths, Forgers, and Helpers, and/or  
26 subordinate subdivisions thereof, embrace  
27 within its membership large numbers of  
28 qualified journeymen who have constituted  
29 in the past, and continue to do so, a majori-  
30 ty of the employees employed by the  
31 Employers herein;

32  
33     NOW, THEREFORE, the Employer recog-  
34 nizes the Union as the sole bargaining agent

1 for all of its Field Small Boiler and Repair  
2 employees in the performance of all work  
3 coming within the terms of this Agreement  
4 subject to the provisions of existing laws.

5  
6     **APDX. B(b) Scope and Purpose of**  
7 **Agreement.**

8  
9     **APDX. B(b)(1)** This Agreement shall apply  
10 to all Employer's work traditionally known  
11 as Small Boiler (all heating boilers and  
12 process boilers, 25,000 lbs. per hour or less)  
13 work and shall encompass all minor repair  
14 work done in the field including installa-  
15 tion, maintenance, repair, and renovation.

16  
17     Maintenance work shall be any work per-  
18 formed within the limits of a plant property  
19 involving renovation, repair, or preventive  
20 maintenance to plant facilities. The term  
21 repair as used herein is work required to  
22 restore by replacements of parts, or other  
23 means, any existing facilities to efficient  
24 operating conditions. The word "renova-  
25 tion" as used herein is work required to  
26 restore by replacement, overhauling, or  
27 revision of parts to existing facilities, to effi-  
28 cient operating condition.

29  
30     This Addendum shall not apply to work  
31 of any nature performed in or about Steel  
32 Mills, Oil Refineries, Chemical Plants, Gas  
33 Plants, Ore Processing Plants, or Utility  
34 Plants. This, however, does not preclude

1 work of Small Boiler (all heating boilers and  
2 process boilers, 25,000 lbs. per hour or less)  
3 nature in these facilities, such as repair of  
4 office or warehouse units used to provide  
5 heat or hot water.

6  
7 **APDX. B(b)(2)** In addition to the terms set  
8 forth herein, the Employer agrees to become  
9 signatory to and comply with all terms and  
10 conditions of the Great Lakes Articles of  
11 Agreement.

12  
13 **APDX. B(b)(3)** This Addendum shall be in  
14 addition to the following existing Rider for  
15 Small Boiler and Repair Agreement:

16  
17 This rider covers the emergency repair of  
18 non-utility, completed, shop assembled,  
19 package boilers and shall pertain to all such  
20 work within the geographical jurisdiction of  
21 the Great Lakes Articles of Agreement, The  
22 Missouri Basin Articles of Agreement, and  
23 any other additional territory that may be  
24 approved by the International Brotherhood  
25 of Boilermakers.

26  
27 The Employer agrees to notify the appropri-  
28 ate Local, within twenty-four (24) hours of  
29 arriving on the job site, of where work is  
30 being performed, the description of work, the  
31 approximate duration, and the manpower  
32 requirements for each job.  
33  
34

1 The Union agrees that the Employer may  
2 bring one (1) foreman and three (3) boiler-  
3 makers to each job. All additional classifica-  
4 tions of qualified boilermakers shall be  
5 referred from the Local where the work is  
6 being performed. If no qualified boilermak-  
7 ers are available, the contractor will be  
8 allowed to bring additional manpower.

9  
10 **APDX. B(b)(4)** This article or other articles  
11 of this Addendum may be modified by  
12 mutual agreement between the Business  
13 Manager and the Employer. All such agree-  
14 ments shall be reduced to written form,  
15 signed by both parties and submitted to the  
16 Chairman of the Employers Committee and  
17 Union Committee for final approval, when  
18 practical to do so, before the commencement  
19 of any work at the job or project.

20  
21 **APDX. B(b)(5)** All other major repair jobs,  
22 including all Federal, State, County, and  
23 City work of any nature shall be performed  
24 at the construction rate of pay set forth in  
25 the Great Lakes Articles of Agreement  
26 between Employers and the Union.  
27 However, where no prevailing wage is  
28 established for this work, the Small Boiler  
29 Repair rate of pay may be used with prior  
30 approval of the Business Manager.

31  
32 **APDX. B(b)(6)** This Great Lakes Articles of  
33 Agreement Addendum shall apply to the  
34 known or established territory, now under the

1 jurisdiction of Lodge 107, Milwaukee,  
2 Wisconsin; Lodge 374, Hammond, Indiana;  
3 Lodge 647, Minneapolis Minnesota; Lodge  
4 744, Cleveland, Ohio; and, any additional  
5 territory that may be approved by the  
6 International Brotherhood of Boilermakers.

7  
8 **APDX. B(c) Union Security.**

9  
10 **APDX. B(c)(1)** For all work covered by this  
11 Addendum, the Employer agrees all of its  
12 present employees engaged in performing  
13 such work, who are members of the Union  
14 on the date of the execution of this  
15 Addendum, shall remain members of the  
16 Union in good standing as a condition of  
17 continued employment. All present employ-  
18 ees who are not members of the Union, and  
19 all employees who are hired hereafter by the  
20 Employer for work covered by this  
21 Addendum, shall become and remain mem-  
22 bers in good standing of the Union as a con-  
23 dition of continued employment on and  
24 after the thirtieth (30) day following the  
25 beginning of their employment, or on or  
26 after the thirtieth (30) day following the  
27 signing of this Addendum, whichever is  
28 later. (This clause shall be effective only in  
29 those states permitting Union Security.)

30  
31 **APDX. B(d) Wages and Benefits.**

32  
33 **APDX. B(d)(1) Wages.** The Employer  
34 shall pay the following wage scales and

1 benefits to all employees performing  
2 work under this Addendum.

3  
4 **Effective July 1, 2004**

5 **General Foreman** — 80 percent of estab-  
6 lished Local Journeyman wage rate, plus  
7 \$2.00 per hour.

8  
9 **Foreman** — 80 percent of established Local  
10 Journeyman wage rate, plus \$1.50 per  
11 hour.

12  
13 **Journeyman** — 80 percent of established Local  
14 Journeyman wage rate.

15  
16 **Apprentice** — 70 percent of the above estab-  
17 lished Small Boiler and Repair  
18 Journeyman wage rate, and for each suc-  
19 ceeding six months thereafter shall be  
20 advanced as follows; upon approval of  
21 the Local Joint Apprenticeship  
22 Committee.

23  
24

24	1st 6 months	.....70.0%
25	2nd 6 months	.....72.5%
26	3rd 6 months	.....75.0%
27	4th 6 months	.....77.5%
28	5th 6 months	.....80.0%
29	6th 6 months	.....85.0%
30	7th 6 months	.....90.0%
31	8th 6 months	.....95.0%

32

33 **Helper** — 60 percent of the above estab-  
34 lished Small Boiler and Repair

1 Journeyman wage rate and shall be  
2 advanced as follows:  
3 0 to 1000 hours .....60%  
4 1001 hrs. to Journeyman status .....T h e  
5 wage rate shall be increased in the  
6 amount determined by the Employer  
7 commensurate with the employees  
8 increased skills and ability.  
9

10 Apprentices and/or Helpers when  
11 assigned to a job site that requires one man  
12 shall be paid the full Small Boiler and Repair  
13 Journeyman wage rate.  
14

15 **APDX. B(d)(2) Fringe Benefits.**

16  
17 **Pension** — 50 percent of the established  
18 local contribution.  
19

20 **Annuity** — 50 percent of the established  
21 local contribution.  
22

23 **Health & Welfare** — 100 percent of the  
24 established local contribution.  
25

26 **APDX. B(d)(3)** All other benefits and/or  
27 funds that are set forth in the Great Lakes  
28 Articles of Agreement shall be at 100 per-  
29 cent of the established local contribution.  
30

31 **APDX. B(d)(4)** Any increase in the wage or  
32 benefits listed above will coincide with  
33 those of the Great Lakes Articles of  
34 Agreement.

1 **APDX. B(e) Duration of Agreement.**  
2

3 This Addendum shall become effective  
4 from the date of signing through June 30,  
5 2010, and shall remain in force and effect  
6 from year to year thereafter unless either  
7 party shall, at least sixty (60) days prior there-  
8 to, notify the other party in writing of desire  
9 to modify or terminate this Addendum.  
10

11 **UNION DIRECTORY**  
12 **GREAT LAKES AREA AGREEMENT**

13	Newton B. Jones, Intl. Pres.	913-371-2640
14	International President	
15	753 State Avenue Ste 570	
16	Kansas City KS 66101	
17		
18	Lawrence J. McManamon, IVP	440-333-0300
19	18500 Lake Road Ste 210	
20	Rocky River OH 44116-1744	
21		
22	Local Lodge 107	262-798-1267
23	665 Larry Court	
24	Waukesha WI 53186-1811	
25		
26	Local Lodge 374	219-845-1000
27	6333 Kennedy Avenue	
28	Hammond IN 46323	
29		
29	Local Lodge 647	612-712-9930
30	9459 NW Hwy 10 Ste 105	
31	Ramsey MN 55303-7280	
32		
33	Local Lodge 744	216-241-2085
34	1435 East 13th Street	
	Cleveland OH 44114	

**CONTRACTOR DIRECTORY  
GREAT LAKES AREA AGREEMENT**

1st American Steel L.L.C.  
700 Chase Street  
Gary, IN 46402

A & B Welding & Construction Inc.  
20737 Basalt St., NW  
Elk River, MN 55330

ACMS Group Inc.  
PMB 333 3N Court Street  
Crown Point, IN 46307

Advance Boiler & Tank Co.  
6600 W. Washington St. Ste.700.  
West Allis, WI 53214

Affiliated Construction Trades  
Foundation  
600 Leon Sullivan Way  
Charleston, WV 25301

Air Heater Seal Co. /Power Group  
PO Box 8, Marietta Rd.  
Waterford, OH 45786

Alberici Constructors  
8800 Page Avenue  
St. Louis, MO 63114

Allied Boiler & Welding Co. Inc.  
1009 W. Troy Ave.  
Indianapolis, IN 46225

American Boiler and Welding Inc.  
P.O.Box 319  
Plainfield, IN 46168

American Boiler & Chimney Co.  
3401 Grand Ave.  
Pittsburgh, PA 15225

American Mechanical Services  
1001 Peartree Lane  
Wheeling, IL 60090

Amex Construction Co. Inc.  
1636 Summer St.  
Hammond, IN 46320

AMS Mechanical Systems Inc.  
140 E. Tower Dr.  
Burr Ridge, IL 60527

Andee Boiler & Welding Co. Inc.  
7649 S. State St.  
Chicago, IL 60619

Applied Industrial Technologies  
4643 W. 138th St  
Crestwood, IL 60445

Associated Construction  
Management  
PMB 333-3 N Court St.  
Crown Point, IN 46307

Associated Mechanical Inc.  
P O Box 2448  
Shawnee Mission, KS 66201

Barnhart  
3115 North State Route 23, Ste. 1  
Attowa, IL 61350

Barri & Associates Inc.  
6860 W. Peoria Ave.  
Peoria, AZ 85345

Barron Industries Inc.  
P O Box 1607  
Pelham, AL 35124

Barton Malow Rigging Co. Inc.  
26500 American Dr.  
Southfield, MI 48034

Blue Flame Welding Services  
701 Edgewood Ave.  
S. Milwaukee, WI 53172

Boldt Constr. Co.  
P O Box 419  
Appleton, WI 54912

Bortnick Construction Inc.  
146 Beaver St.  
Springboro, PA 16435

Bowen Engineering  
10315 Allisonville Road  
Fishers, IN 46038

Braden Construction Services Inc.  
5199 North Mingo Rd.  
Tulsa, OK 74117

Bulley & Andrews  
1755 W. Armitage Ave.  
Chicago, IL 60622

Burkhalter Transport  
8820 College St.  
Olive Branch, MS 38654

Calderon Energy Co.  
P O Box 126  
Bowling Green, OH 43402

Cardinal Contracting Corp.  
2300 S. Tibbs Ave.  
Indianapolis, IN 46241

Chapman Industrial Construction Inc.  
P O Box 356  
Dover, OH 44622

Chicago Power Generation  
19505 Calumet Ave.  
Lowell, IN 46356

Coalfield Services Inc.  
2942 Peppers Ferry Road  
Wytherville, VA 24382

Combustion Heat and Power  
242 Fillmore Ave. E.  
St. Paul, MN 55107

Commercial Mechanical Inc.  
4920 E. 59th St.  
Kansas City, MO 64130

Construction Design Inc.  
5621 Kansas Ave.  
Kansas City, KS 66106

Construction Management Inc.  
108 Jackman St.  
Georgetown, MA 01833

Continental Field Machining  
1875 Fox Lane  
Elgin, IL 60123

Continental Field Systems Inc.  
23 Westgate Blvd.  
Savannah, GA 31405

Continental Steel & Conveyor Co.  
1600 Dora Ave.  
Kansas City, MO 64106

Correct Construction Inc.  
6610 Melton Rd., P O Box 400  
Portage, IN 46368

Costello Dismantling  
2 Rocky Gutter St.  
Middleboro, MA 02346

CTI Industries Inc.  
283 Indian River Rd.  
Orange, CT 06477

Custom Mechanical Construction Inc.  
1609 Allens Lane  
Evansville, IN 47710

CYLX Engr. & Constr. Corp.  
PO Box 1087  
Bartlesville, OK 74005

Deerpath Corporation  
2095 Niles Rd.  
St. Joseph, MI 49085

Den - Ral Inc.  
846 Bellefonte Princess Rd.  
Ashland, KY 41101

Desert Fox Technical Services Inc.  
6860 W. Peoria Ave.  
Peoria, AZ 85345

Detroit Boiler Co.  
2931 Beaufait  
Detroit, MI 48207

Doral Corporation  
427 East Stewart St.  
Milwaukee, WI 53207

Eagle Service  
407 Steel St.  
Youngstown, OH 44509

Early Construction Co.  
P O Box 7966  
Huntington, WV 25779

Egan Mechanical Contractors  
7625 Boone Ave. N  
Brooklyn Park, MN 55428

Electrical Maintenance &  
Construction  
1739 Ridge Rd.  
Munster, IN 46321

Energy & Air Systems  
806 Hughitt Ave.  
Superior, WI 54880

ESP Service & Repair  
P O Box 339, 1625 Broad St.  
Elizabethtown, TN 37644

Fenton Rigging Co.  
2150 Langdon Farm Rd.  
Cincinnati, OH 45237

Ferrill - Fisher Inc.  
P O Box 705  
Bargersville, IN 46106

Garza Maintenance & Construction LLC  
308 Industrial Drive  
Griffith, IN 46319

Getschow, Newberg Venture  
1913 S. Briggs St.  
Joliet, IL 60433

Gillespie & Power Inc.  
9550 True Dr.  
St. Louis, MO 63132

Hayes Mechanical Inc.  
2160 N. Ashland Ave.  
Chicago, IL 60614

Hess Engineering Inc.  
P O Box 6  
Mequon, WI 53092

Holly Construction Co.  
5800 Belleville Rd.  
Belleville, MI 48111

HRV Holding Inc.  
407 Steel Street  
Youngstown, OH 44509

Hudson Boiler & Tank Co.  
1725 W. Hubbard St.  
Chicago, IL 60622

Hunter Corporation  
2533B Portage Mall  
Portage, IN 46368

Hydract Inc.  
200 Lincoln Street  
Porter, IN 46304

Independent Mechanical Industries  
4155 W. Knox Ave.  
Chicago, IL 60641

Industrial Construction Co. Inc.  
10060 Brecksville Rd.  
Brecksville, OH 44141

Industrial Contractors Inc.  
401 NW First St.-Box 208  
Evansville, IN 47708

Industrial Contractors Inc.  
701 Channel Dr.  
Bismarck, ND 58501

Industrial Maintenance Consultants  
1739 Ridge Rd.  
Munster, IN 46321

Industrial Welders & Machinists  
PO Box 16720  
Duluth, MN 55816

Integrated Motion Systems Inc.  
13118 N. County Rd. 900 East  
N. Salem, IN 46165

The Jamar Company Inc.  
4701 Mike Colalillo Dr.  
Duluth, MN 55807

Johnson's Plumbing & Heating Co.  
1840 Otsego Ave.  
Coshocton, OH 43812

Kelley Steel Erectors Inc.  
7220 Division Ave.  
Bedford, OH 44146

Kelly LLC  
1950 West Hwy. 60  
Ponca City, OK 74601

Kennedy Tank & Mfg. Co. Inc.  
833 E. Sumner Ave.  
Indianapolis, IN 46227

Kickham Boiler & Engineering  
625 E. Carrie Ave.  
St. Louis, MO 63147

Kramig & Co.  
323 S. Wayne Ave.  
Cincinnati, OH 45215

Kustom Industrial Fabricators Inc.  
1375 Home Ave.  
Akron, OH 44310

Lakehead Constructors Inc.  
2916 Hill Ave., PO Box 698  
Superior, WI 54880

Larson - Danielson Construction Co.  
302 Tyler St.  
LaPorte, IN 46350

Locke Equipment Sales Co.  
1917 E. Spruce  
Olathe, KS 66062

Lopez & Associates Inc.  
7975 Industrial Drive  
Forest Park, IL 60130

Louie Construction Inc.  
P O Box 125.  
Meadowbrook, WV 26404

Lovegreen Turbine Services Inc.  
9355 Baltimore St. NE  
Blaine, MN 55449

Lucey Boiler Co.  
901 S. Holtzclaw Ave.  
Chattanooga, TN 37404

Magnum Construction Services  
15020 Iowa St.  
Crown Point, IN 46307

Mavo Systems  
4300 Main Street  
Fridley, MN 55421

McCartin McAuliffe Mech. Contr.  
4508 Columbia Ave.  
Hammond, IN 46327

McIntyre Brothers Inc.  
Box 67, 1020 7th St.  
Bedford, IN 47421

Mechanical, Incorporated  
2279 U.S. 20 East  
Freeport, IL 61032

Mesabi Mech. Eng. Contr. Inc.  
105 South Fourth St  
Virginia, MN 55792

Mid American Gunite Inc.  
8475 Port Sunlight  
Newport, MI 48166

Midwest Power Corp.  
8800 E. 63rd St.  
Kansas City, MO 64133

Minnotte Contracting Corporation  
Minnotte Square  
Pittsburgh, PA 15220

Morrison Construction Co.  
1834 Summer St.  
Hammond, IN 46320

Mortenson  
700 Medal Lane North  
Minneapolis, MN 55422

NAES Power Contractors  
167 Anderson Road  
Cranberry Township, PA 16066

National Boiler Works Inc.  
4556 Industrial Pkwy  
Cleveland, OH 44135

Neumann CO.  
P O Box 6208  
Wheeling, WV 26003

New Mech Companies Inc.  
1633 Eustis St.  
St. Paul, MN 55108

Nicholson & Hall  
41 Columbia St.  
Buffalo, NY 14203

Nooter Construction Co.  
1500 S. Second St.  
St. Louis, MO 63104

Norris Brothers Inc.  
2138 Davenport Ave.  
Cleveland, OH 44114

North Country Welding  
2396 Jade St.  
Mora, MN 55051

Northern Horizons Inc.  
15981 Hwy 2 NW  
Solway, MN 56678

Northern Industrial Erectors Inc.  
2500 Glenwood Dr.  
Grand Rapids, MN 55744

Northland Rigging  
P O Box 164  
Coleraine, MN 55722

O'Leary Construction  
PO Box 143  
Ranier, MN 56668

Oxford Construction Inc.  
216 North Main St.  
Aurora, MN 55705

Pentecost Construction Co.  
200 E. Hampton St., PO Box 650  
Marquette, MI 49855

Philip Services/No. Central Inc.  
305 - 21st Street  
Camanche, IA 52730

Pioneer Engineers & Erectors Inc.  
20536 Krick Rd.  
Cleveland, OH 44146

Pioneer Power Inc.  
570 Hatch Ave.  
St. Paul, MN 55117

PM Construction & Engineering Inc.  
6356 Eastland Rd.  
Brookpark, OH 44142

Pons Engineering & Construction Inc.  
12323 N. Lake Shore Dr.  
Mequon, WI 53092

Power Maintenance Inc.  
154 Bender Road  
Marietta, OH 45750

Power Piping Co.  
436 Butler Street, Ste. 201  
Pittsburgh, PA 15223

Power Plant Industrial LLC  
955 Treelane Dr.  
Newburgh, IN 47630

Precision Environmental Co.  
5500 Old Brecksville Road  
Independence, OH 44131

Precision Piping Inc.  
2051 Enterprise Dr., PO Box 577  
De Pere, WI 54115

Precision Piping & Mechanical Inc.  
5201 Middle Mt. Vernon Rd.  
Evansville, IN 47712

Preus Construction Co.  
PO 404  
Pluckemin, NJ 07978

Price Erecting Inc.  
10910 W. Lapham St.  
Milwaukee, WI 53214

Pro-Tec Industrial  
1010 Central Avenue NE  
Minneapolis, MN 55413

Process Construction Inc.  
1421 Queen City Ave.  
Cincinnati, OH 45214

Prout Boiler Heating and Welding  
3124 Temple St.  
Youngstown, OH 44510

R & P Industrial Chimney Co. Inc.  
244 Industry Pkwy., Box 6  
Nicholasville, KY 40356

R & T Sheet Metals Fabricators  
5009 Superior Ave.  
Cleveland, OH 44103

Ragan Mechanical Inc.  
702 W. 76th St.  
Davenport, IA 52806

Ralle Inc.  
1620 South Bower  
Kansas City, KS 66103

RAM Engineering Inc.  
31 Marvin Ridge Rd.  
New Canaan, CT 06840

Ramirez & Marsch Inc.  
5020 Columbia Avenue  
Hammond, IN 46320

Rand & Son Construction Co.  
1428 W. 9th Street  
Kansas City, MO 64101

RCD-SCR Services  
P O Box 245  
Campbellsburg, KY 40011

Robinson Contractors  
P O Box 351838  
Toledo, OH 43635

Rogers & Sons Construction Inc.  
4715 Euclid, Ave.  
East Chicago, IN 46312

Ross Group Inc.  
5901 Carlson Ave.  
Portage, IN 46368

Sargent Electric Company  
28th and Liberty Ave.  
Pittsburgh, Pa 15230

Scheck Mechanical WI Corporation  
1079 Driessen Drive  
Kaukauna, WI 54130

Scheck Technical Services  
7100 Tower Road  
Battle Creek, MI 49014

Schweizer- Dipple Inc.  
7227 Division St.  
Oakwood Village, OH 44146

Simakas Company Inc.  
630 Rt. 228, Box 118  
Mars, PA 16046

Sistersville Tank Works Inc.  
1942 McCoy St.  
Sistersville, WV 26175

Soehnen Piping  
1400 W. Main St.  
Louisville, OH 44641

William Spaeder Inc.  
PO Box 10066, 1602 E. 18th St.  
Erie, PA 16514

Specialty Systems of Illinois  
302 South St. Avenue  
Indianapolis, IN 46201

State Group Industrial (USA) Limited  
13800 N. Highway 57  
Evansville, IN 47725

Sterling Boiler & Mechanical Inc.  
PO Box 8004.  
Evansville, IN 47715

Stevens Painton Corporation  
160 Technology Dr.  
Canonsburg, PA 15317

Team Industrial Services Inc.  
7880 Rainwood Dr.  
Omaha, NE 68122

Technical Asbestos Control Inc.  
P O Box 2341  
Davenport, IA 52801

Technical Erectors Inc.  
3130 Excelsior Blvd.  
Minneapolis, MN 55416

Tencon Inc.  
530 Jones Street  
Verona, PA 15147



The Air Group Inc.  
2050 West 18th Street  
Chicago, IL 60608

Tilford Construction Inc.  
PO Box 1396  
Puducan, KY 42002

Tonn & Blank Inc.  
1623 Greenwood Ave.  
Michigan City, IN 46360

Tri Rivers Welding Inc.  
19550 Pine Ridge Road  
Hastings, MN 55033

Tri State Metal Spray & Blasting  
5676 Erie St.  
Massillon, OH 44646

Tron Mechanical Inc.  
338 W. Second St.  
Mt. Vernon, IN 47620

Truck Crane Service Co.  
2875 Highway 55  
Eagan, MN 55121

United Construction Co. Inc.  
P O Box 4859  
Parkersburg, WV 26104

Vic's Welding & Engineering Inc.  
3000 E. 145th St.  
Rosemount, MN 55068

Wheatland Mechanical Inc.  
3515 N. Topeka St.  
Wichita, KS 67219

White Construction Inc.  
PO Box 249  
Clinton, IN 47842

WI Power Constructors LLC  
P O Box 5287  
Princeton, NJ 08543

Wrigley Mechanical Inc.  
Box 1516  
Fargo, ND 58107

WSA Engineered Systems Inc.  
2018 S. 1st St.  
Milwaukee, WI 53207

WW Constructors Inc.  
P O Box 231  
Hamel, MN 55340

## Great Lakes

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