

OHIO VALLEY

ARTICLES OF AGREEMENT

between the

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

Local Lodge 40 - Elizabethtown, KY

Local Lodge 45 - Richmond, VA

Local Lodge 105 - Piketon, OH

Local Lodge 193 - Baltimore, MD

Local Lodge 667 - Winfield, WV



and
**THE FIRMS WHOSE SIGNATURES
ARE AFFIXED HERETO**

Effective Jan. 1, 2018 through Dec. 31, 2020

OHIO VALLEY
Articles of Agreement
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1 **OHIO VALLEY ARTICLES OF AGREEMENT**
2 **CODE OF EXCELLENCE:**

3 This Code of Excellence is a commitment on
4 the part of the Unions and Contractors signed
5 to the Boilermaker Ohio Valley Articles of
6 Agreement to continually strive toward
7 achieving the highest standards of conduct and
8 competence in this regions industrial
9 construction and maintenance Industry.

10 **The Goals of the Code of Excellence are:**

- 11 • Best Safety Practices
- 12 • Best Work Practices and Effective
13 Utilization of Skills
- 14 • Highest Quality and Quantity of Work
- 15 • Pride of Craftsmanship
- 16 • Jobs Built Safely, on Time, Under
17 Budget, and Right the First Time

18 **Union members' responsibilities**
19 **under this Code of Excellence include:**

- 20 • Arriving for work on time and fit
21 for duty.
- 22 • Supporting the goal of zero tolerance
23 for substance abuse.
- 24 • Following appropriate employer and
25 customer work rules and directives
26 which are safe, reasonable and legitimate.
- 28 • Adhering to contractual starting and
29 quitting times.

- 1 • Insure that lunch and break periods are
2 limited to times allowed by contract or
3 job agreement.
- 4 • Utilize proper safety equipment
5 and methods.
- 6 • Respect the rights and property of
7 the Customer.
- 8 • Respect the rights of Coworkers.
- 9 • Refuse to condone any act of
10 property destruction or vandalism,
11 including graffiti.
- 12 • Take care of the employer's tools and
13 equipment as if they were their own.
- 14 • Theft of equipment or property will
15 not be tolerated.
- 16 • Never participate in job slowdowns,
17 disruptions or activities designed to
18 extend the job or create
19 unnecessary overtime.

20 **Employer responsibilities under this**
21 **Code of Excellence include:**

- 22 • Be familiar with and adhere to terms
23 and conditions of the applicable
24 labor agreement.
- 25 • Timely and respectful communication
26 and cooperation with job Steward and
27 Union leadership.
- 28 • Timely and respectful communication
29 with Local Lodge during the referral
30 process in emergency and
31 scheduled outages.

- 1 • Insure that every possible effort is made
2 to provide employees with payroll
3 checks at the termination
4 of employment.
- 5 • Make reasonable attempts to set up a
6 bank near the job to help facilitate the
7 cashing of payroll checks.
- 8 • To address problems associated with
9 poorly trained or ineffective supervision.
- 10 • Insure proper job layout to
11 minimize downtime
- 12 • Insure proper job tooling
- 13 • Insure proper storage for contractor and
14 employee tools.
- 15 • Insure that there are adequate numbers
16 of employees to perform the work
17 efficiently and conversely, to limit
18 the number of employees to the work
19 at hand, which demonstrates to the
20 customer the efficiency of
21 our partnership.
- 22 • Insure that proper types and quanti
23 ties of materials are available to insure
24 job progress.
- 25 • To eliminate unsafe working conditions,
26 and insure that proper safety training,
27 equipment, and methods are utilized.
- 28 • Provide adequate change rooms,
29 break areas, and sanitation facilities.

1 It is understood that both Signatory
2 Contractors and the Unions have obligations
3 and responsibilities under the Code of
4 Excellence. Ultimate responsibility for
5 managing the job falls squarely on the
6 shoulders of Contractor management.
7 The Unions' role is to assist management
8 with individual problems with members'
9 performance to insure that the obligation to
10 provide honest and diligent service to the
11 employer and customer is maintained
12 and improved.

13 **Both parties pledge open lines of**
14 **communication to assist in promoting**
15 **and effectively realizing the goals**
16 **established by this Code of Excellence.**

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

18 **Art. 1(a).** This agreement shall apply exclusively
19 to field construction, maintenance and repair
20 work within the territory herein referred
21 to as the Ohio Valley Area now under the
22 jurisdiction of: Lodge 40, Elizabethtown,
23 Kentucky Lodge 45, Richmond, Virginia Lodge
24 105, Piketon, Ohio Lodge 193, Baltimore,
25 Maryland Lodge 667, Winfield, West Virginia
26

27 **Art. 1(b).** The parties to this agreement recognize
28 that stability in wages and working conditions
29 and competency of workmen are essential
30 to the best interests of the industry and the
31 public, and they agree to strive to eliminate
32 all factors which tend toward unstabilizing
33 these conditions.

1 **Art. 1(c).** It is hereby agreed by all parties
2 that, in keeping with the intent of increasing
3 productivity and placing both parties on a better
4 competitive basis, that the NCABTD Work Rules
5 dated June 1, 1973 shall be incorporated as an
6 integral part of this agreement as expressed in
7 Appendix "F".

8
9 **Art. 1(d).** The use of the masculine or feminine
10 gender or titles in this agreement shall be
11 construed as including both genders and not
12 as sex limitations unless the agreement clearly
13 requires a different construction.

14 **ARTICLE 2. RECOGNITION**

15 The Employer recognizes the Union as the sole
16 and exclusive bargaining representative for
17 all boilermaker and blacksmith journeymen,
18 apprentices and construction boilermaker
19 trainees in the employ of the Employer with
20 respect to wages, hours and other terms and
21 conditions of employment herein expressed in
22 the performance of all work coming within the
23 terms of this agreement subject to the provisions
24 of existing laws. The Employer agrees that, upon
25 the Union's presentation of appropriate evidence
26 of majority status among its employees in the
27 bargaining unit of the Employer covered by
28 this collective bargaining agreement, the Union
29 shall be voluntarily recognized as the exclusive
30 collective bargaining agent under Section 9
31 (a) of the NLRB for all employees within the
32 bargaining unit of the Employer on all job sites
33 within the jurisdiction of this Agreement. In the
34 event of such a showing, the Employer expressly
35 waives any right to condition voluntary
36 recognition on the Union's certification by
37 the NLRB following an NLRB election, unless

1 a representation petition has been filed by a
2 Petitioner other than the Employer prior to the
3 Employer's voluntary 9 (a) recognition.

4 The Employer expressly waives the right to
5 seek an NLRB election during the term of this
6 contract, or any right to abrogate or repudiate
7 this contract during its effective term.

8 **ARTICLE 3. UNION SECURITY**

9 As of the effective date of this agreement, all
10 employees under the terms of this agreement
11 must be or become members of the Union thirty
12 (30) days thereafter; the employees hired after
13 the effective date of this agreement shall be or
14 become and remain members of the Union thirty
15 (30) days after their date of employment
16 in accordance with the provisions of the
17 National Labor Relations Act. (This clause
18 shall be effective only in those states
19 permitting Union Security.)

20 **ARTICLE 4. TRADE JURISDICTION** 21 **AND WORK CLASSIFICATION**

22 **Art. 4(a).** This agreement, except as otherwise
23 provided for herein, covers the working
24 rules and conditions of employment for all
25 journeymen boilermakers and blacksmiths,
26 apprentices and construction boilermaker
27 trainees employed in the boilermaking,
28 blacksmithing, welding, acetylene burning,
29 riveting, chipping, caulking, rigging, fitting-up,
30 grinding, reaming, impact machine operating,
31 unloading and handling of boilermaker material
32 and equipment and such other work that comes
33 under the trade jurisdiction of the boilermakers
34 and blacksmiths.

- 1 **Art. 4(b).** Journeymen boilermakers and
2 blacksmiths may be required to perform
3 any work coming within the scope of
4 this agreement.
- 5 **Art. 4(c).** In recognition of the work
6 jurisdictional claims, it is understood that
7 the assignment of work and the settlement
8 of jurisdictional disputes with other Building
9 Trades organizations shall be handled in
10 accordance with the procedures established by
11 the Impartial Jurisdictional Disputes Board and
12 Appeals Board or any successor agency.
- 13 **Art. 4(d).** When an Employers' major craft on a
14 job is Boilermakers and a tool room man and/or
15 men are necessary, the tool room or rooms shall
16 be manned by Boilermakers.
- 17 **Art. 4(e).** Anytime it is necessary that work be
18 performed by an employer that comes under the
19 jurisdiction of Boilermakers during the testing
20 or starting up of Boilermaker equipment, there
21 shall be a minimum of two (2) men employed,
22 one (1) shall be the foreman and the other shall
23 be a steward, both of whom shall perform
24 work as assigned.
- 25 **Art. 4(f). X-ray checking.** When manual assistance
26 is required, as determined by the Employer,
27 for x-ray checking of field welds performed by
28 Boilermakers, such assistance will be assigned to
29 a Boilermaker.
- 30 **Art. 4(g). Stress relieving.** When manual assistance
31 is required, as determined by the Employer,
32 for stress relieving field welds performed by
33 Boilermakers, such assistance will be assigned to
34 a Boilermaker.

1 **Art. 4(h).** There shall be no work stoppage
2 because of jurisdictional disputes except in
3 the case of non-compliance with Impartial
4 Jurisdictional Dispute Board and Appeals
5 Board Rules. In such instance or instances any
6 enforcement action taken must be approved
7 specifically by the International President of the
8 Union. It is understood however, an Employer
9 will not be considered as in non compliance
10 in the event another trade or trades claims
11 jurisdiction over work in which case it shall be
12 considered a bona fide jurisdictional dispute.

13 **ARTICLE 5. JOB SITE CONTRACTING**

14 No Employer shall subcontract or assign any
15 of the field construction work described herein
16 which is to be performed at a job site to any
17 contractor, subcontractor or other person or
18 party who does not comply with all of the
19 terms of this agreement or a field construction
20 agreement in effect in the area where the
21 work is erected which has been approved by
22 the International Brotherhood and does not
23 stipulate, in writing, compliance to the applicable
24 fringe benefits funds and the Trust Agreement or
25 Agreements covering same.

26 **ARTICLE 6. REFERRAL OF MEN**

27 **Art. 6(a).** The referral system shall comply with
28 the National Minimum Standards and any
29 revisions thereto. (Appendix "B")

30 **Article 6(a) (1)** The first two (2) Employees on
31 the job shall be the Foreman, selected by the
32 Employer, and the Steward, selected by the
33 Business Manager, regardless of their position
34 on the out-of-work list. For a job under the terms
35 of the Ohio Valley Articles of Agreement, the

1 Employer may select a maximum of five (5)
2 additional Boilermaker Employees by name
3 from among the top fifty percent (50%) of
4 registrants on the appropriate out-of-work list
5 of the Local Lodge having jurisdiction. These
6 five(5) additional Boilermaker Employees may
7 be selected from any one or combination of
8 Boilermaker classifications under the terms of
9 this agreement (i.e., Journeyman, or Apprentice),
10 except that any choice may not exceed one (1)
11 Apprentice. Additional Employees required for
12 the job will be obtained in accordance with the
13 Referral Rules.

14 **Art. 6(a) (2) Transfer of Employees.** The Employer
15 may transfer Boilermaker Employees on
16 his payroll working under the terms of this
17 Agreement from one job to another job being
18 worked under this Agreement within the
19 jurisdiction of the same Local Lodge, provided
20 that the number transferred shall not exceed
21 a total of six (6), consisting of a Foreman and
22 five (5) additional Boilermaker Employees
23 from any one classification or combination of
24 classifications under the terms of this Agreement
25 (i.e. Journeyman, or Apprentice), provided that
26 the number transferred shall include not more
27 two (2) Apprentices. The Employer desiring to
28 utilize this transfer provision shall promptly
29 notify the Business Manager of the Local
30 Lodge having jurisdiction, giving the name,
31 classification, and Social Security number of
32 each Employee to be transferred. The Steward
33 shall be selected by the Business Manager from
34 the Lodge's out-of-work list, or he may elect to
35 transfer the Steward from another job which
36 the same Employer is working under the terms

1 of this Agreement. After the Foreman and the
2 Steward have been selected, the Employer may
3 transfer the remaining Employees not to exceed
4 five (5). Additional Employees required for
5 the job will be obtained in accordance with the
6 Referral Rules.

7 **Art.6(a)(3)** The Employer may utilize the
8 provisions for selectivity and/or transferability,
9 but shall not be allowed to exceed the six (6)
10 Employee limit for any one job.

11 **Art.6(a)(4)** A transferred Employee will be
12 allowed to be transferred back to the job he
13 was transferred from, provided the job he was
14 transferred to has been completed.

15 **Art. 6(a)(5)** Modifications as to the selectivity and
16 transfer of Employees beyond the limitations
17 set forth in this Article, may be made by mutual
18 consent of the parties.

19 **Art. 6(b).** The Employer shall, under the terms
20 of this agreement, request the Union to furnish
21 all competent, drug screened, and qualified
22 Field Construction Boilermakers, Boilermaker
23 apprentices and other applicable classifications
24 in the area agreement. The Employer, in
25 requesting the Union to furnish such applicants,
26 shall notify the Union either in writing or by
27 telephone, stating the location, starting time,
28 approximate duration of the job, the type of
29 work to be performed and the number of
30 workmen required.

31 **Art. 6(c).** In the event the union is unable to fill a
32 requisition for applicants within forty-eight (48)
33 hours, the Employer may employ applicants from
34 any other available source.

2 **Art. 7(a).** Eight (8) consecutive hours per day
3 (exclusive of lunch period) shall constitute a
4 day's work between the hours of 7:00 a.m. and
5 5:00 p.m. Forty (40) hours per week, Monday
6 through Friday inclusive, shall constitute a
7 week's work.

8 **Art. 7(b).** 1. The Employer has the option
9 of establishing a four (4) ten (10) hour shift
10 exclusive of the thirty (30) minute unpaid
11 lunch period at the straight time wage rate. The
12 starting time shall be between 7:00 a.m. and 8:00
13 a.m. Forty (40) hours per week shall constitute a
14 week's work Monday through Thursday. In the
15 event a job is down due to weather conditions,
16 holiday or other conditions beyond the control
17 of the Employer, then Friday may, at the option
18 of the Employer, be worked as a make-up
19 day at the straight time wage rate. If Friday is
20 scheduled as a make-up day a minimum of
21 eight (8) hours will be scheduled and worked,
22 weather permitting. Straight time is not to
23 exceed ten (10) hours a day or forty (40) hours
24 per week. Starting time will be designated by
25 the Employer; the Union will be advised of the
26 starting time.

27 **Art. 7(b).** 2. An Employer may establish two (2)
28 four (4) day, ten (10) hour shifts at the straight
29 time wage rate Monday through Thursday.
30 These shifts are exclusive of the thirty (30)
31 minute lunch period. The day shift shall work
32 four (4) days at ten (10) hours for ten (10) hours
33 pay per day. The second shift shall work four (4)
34 days at nine and one half (9.5) hours for ten (10)
35 hours pay per day. In the event the job is down
36 due to weather conditions, or a holiday or other

1 conditions beyond the control of the Employer,
2 then Friday may, at the option of the Employer,
3 be worked as a make-up day at the straight time
4 wage rate. Straight time is not to exceed ten (10)
5 hours a day or forty (40) hours per week.

6 **Art. 7(b).** 3. Employees who inform their
7 Employer on Thursday that they do not wish to
8 work Friday make-up day, will not be penalized.

9 **Art. 7(c).** 4. An employee who receives less than
10 forty (40) hours of work (from the date of hire
11 to date of termination), through no fault of his
12 own, shall receive overtime pay for all hours
13 worked in excess of eight (8) hours per day.

14 **ARTICLE 8. OVERTIME**

15 **Art. 8(a).** Time and one half (one and one half
16 hours for one) shall be paid for time worked
17 before or after regular established shift hours
18 in any twenty-four (24) hour period, Monday
19 to Friday inclusive, and all time worked on
20 Saturdays. All time worked on Sundays and
21 holidays set forth in Article 9 shall be paid at
22 double time (two hours for one). Any employee
23 called for work on Labor Day and/or Christmas
24 shall receive a minimum of eight (8) hours at
25 the overtime rate.

26 **Art. 8(b).** Overtime is not to be demanded
27 of any Employer by any employee or
28 applicant for employment as a condition
29 for employment.

1

ARTICLE 9. HOLIDAYS

2 The following holidays shall be observed: New
3 Year's Day, Decoration Day, Independence
4 Day, Labor Day, Thanksgiving, the day after
5 Thanksgiving and Christmas. No work shall be
6 performed on Labor Day and Christmas except
7 for the preservation of life and property.

8 If any of these listed holidays falls on Sunday
9 the following Monday shall be observed as the
10 holiday. If any of the listed holidays falls on
11 Saturday, the preceding Friday shall be observed
12 as the holiday.

13

ARTICLE 10. SHIFTS

14 The Employer may establish shift work on the
15 following basis:

16 **Art. 10(a).** The starting time of the first or day
17 shift shall be between 7:00 a.m. and 8:00 a.m.;
18 the starting times of the second shift and third
19 shift shall be adjusted accordingly. The foregoing
20 starting times may be changed when mutually
21 agreed to between, the Employer and the
22 Business Manager of the lodge having
23 jurisdiction of the job.

24 **Art. 10(b).** When shifts are required the (1st) first
25 shift shall work (8) eight hours at the regular
26 straight time rate. The second (2nd) shift shall
27 work eight (8) hours at the straight time rate plus a
28 two dollar (\$2.00) per hour shift additive. The third
29 (3rd) shift shall work eight (8) hours at the regular
30 straight time rate, plus a two dollar and twenty-
31 five cent (\$2.25) per hour shift additive. A thirty
32 (30) minute lunch period shall be mutually agreed
33 upon by the Job Superintendent and the Union
34 Representative and shall not be considered as
35 time worked.

1 **Art. 10(c).** Any employee called to work at any
2 time other than his regular shift shall be paid
3 for at the applicable overtime rate for all such
4 time worked within any one twenty-four (24)
5 hour period.

6 **Art. 10(d).** No employee shall be required to work
7 more than eight (8) hours in any twenty-four (24)
8 hour period for straight time. Beginning of the
9 twenty-four (24) hour period for such purpose,
10 shall be the regular starting time of the shift upon
11 which the employee is regularly employed. The
12 overtime rate will be paid to employees working
13 beyond eight (8) hours until they receive an eight
14 (8) hour break. Having been given an eight (8)
15 hour break, if a man is called in more than four
16 (4) hours prior to regular starting time of his shift,
17 he will be paid at the applicable overtime rate in
18 accordance with Article 8, paragraph (a) until
19 sent home.

20 **Art. 10(e).** Employees employed during their
21 regular lunch period will be paid the overtime
22 rate and allowed sufficient time to consume their
23 lunch on Employer's time after completing such
24 emergency work.

25 **Art. 10(f).** When an employee is continuously
26 employed for more than two (2) hours beyond
27 the quitting time of his regular shift and/or for
28 each additional continuously worked period in
29 excess of four (4) hours, he will be allowed thirty
30 (30) minutes to obtain a meal without loss of pay.
31 This section does not apply to General Foremen
32 or Foremen who report to work early for
33 planning purposes.

1 **ARTICLE II. MINIMUM PAY AND REPORTING TIME**

2 **Art. 11(a).** Any employee reporting to work,
3 starting to work or called to work after starting
4 time, Monday through Sunday inclusive, shall
5 receive not less than two (2) hours pay at the
6 applicable rate, or if required to remain on the
7 job the employee shall be paid for actual time,
8 whichever is greater.

9 **Art. 11(b).** In order to qualify for the pay provided
10 for in this article, the employee must remain on
11 the job available for work, during the period of
12 time for which he receives pay unless released
13 sooner by the Employer's principal supervisor.
14 The Employer shall determine when weather
15 conditions on the job are such that the men shall
16 or shall not work. Employees not reporting for
17 work because of inclement weather will not be
18 discriminated against.

19 **Art. 11(c).** If an employee is instructed by the
20 Employer not to report to work on a regular
21 scheduled work day or is not scheduled for work
22 because of the work scheduling of another craft,
23 the employee shall receive two (2) hours pay.

24 **ARTICLE 12. TRANSPORTATION EXPENSES**

25 **Art. 12(a).** The Employer and the Union, by
26 mutual agreement, may negotiate per diem.

27 **Art. 12(b).** At the beginning and conclusion of their
28 employment, where a job is located outside of the
29 thirty (30) mile zone of each Lodge dispatch office,
30 all Boilermaker employees shall be paid what
31 is allowable by the IRS per mile transportation
32 expense from the Lodge dispatch office to the job
33 over the most direct main traveled route, plus
34 any tolls. In order to qualify for transportation in

1 accordance with the provisions of this article, it is
2 understood that all employees, unless transferred
3 or released sooner (at the option of the Employer),
4 (1) must remain at work at least ten (10) working
5 days or (2) in case of jobs of less than ten (10)
6 working days, they must remain on the job for the
7 duration thereof. An exception to the foregoing
8 would be an employee who quits a job shall not
9 be entitled to return transportation expense. Any
10 dispute arising as to the proper application of
11 this provision shall be considered as a grievance
12 subject to handling under the grievance machinery
13 herein provided.

14 **ARTICLE 13. WAGES**

15 **Wage Increases**

16 Local	1/1/2018	1/1/2019	1/1/2020
17 40	\$0.00	\$0.00	\$0.00
18 45	\$0.25	\$0.00	\$0.00
19 105	\$0.00	\$0.00	\$0.00
20 193	\$0.70	\$0.70	\$0.70
21 667	\$0.75	\$0.75	\$0.75

22 For all Ohio Valley Locals, there will be an
23 additional \$.30 per year in 2018, 2019 and 2020
24 available to cover mandatory increases in the
25 pension, health and welfare, and MOST. In the
26 event this money is not needed, it will not carry
27 over or be allocated to the Local.

28 **Art. 13(a).** Effective January 1, 2018, the
29 Employer shall pay and the employees covered
30 by the terms of this agreement shall accept
31 the following minimum wage scales when
32 employed in the geographical jurisdiction of
33 the following Local Lodges:

1	Local	40	45	105	193	667
2	Gen. Foreman	\$41.10	\$38.97	\$42.00	\$47.17	\$45.38
3	Area Foreman	\$41.10	\$38.97	\$42.00	\$47.17	\$45.38
4	Foreman	\$39.10	\$36.97	\$40.00	\$45.17	\$43.38
5	Journeyman	\$35.10	\$32.97	\$36.00	\$41.17	\$39.38

6 **Art. 13(b).** Apprentice wage scales effective
7 January 1, 2018:

8	Local		40	45	105	193	667
9	Period	% of					
10	1A	70%	\$24.57	\$23.08	\$25.20	\$28.82	\$27.57
11	1B	75%	\$26.33	\$24.73	\$27.00	\$30.88	\$29.54
12	2A	80%	\$28.08	\$26.38	\$28.80	\$32.94	\$31.50
13	2B	85%	\$29.84	\$28.02	\$30.60	\$34.99	\$33.47
14	3A	87.5%	\$30.71	\$28.85	\$31.50	\$36.02	\$34.46
15	3B	90%	\$31.59	\$29.67	\$32.40	\$37.05	\$35.44
16	4A	92.5%	\$33.47	\$30.50	\$33.30	\$38.08	\$36.43
17	4B	95%	\$33.35	\$31.32	\$34.20	\$39.11	\$37.41

18 Each annual wage increase will take effect
19 the first full payroll period of each employer
20 beginning on or after January 1, 2018,
21 January 1, 2019, and January 1, 2020.

22 **Art. 13(c).** A surety or Escrow Agreement shall
23 be required to insure payment of fringe benefits
24 from Employers not previously signed to any
25 Boilermaker collective bargaining agreement
26 or job understanding requiring Employer
27 contributions to the Boilermakers National
28 Pension, Health and Welfare, Annuity or
29 Apprenticeship Funds or an Employer who has
30 been or is delinquent in the payment of fringe
31 benefit contributions to any fringe benefit funds.

32 **Art. 13(d).** The amount of the bond will be one
33 hundred twenty-five percent (125%) of the fringe
34 benefit contributions based on the number of
35 potential and/or actual employee hours times

1 the appropriate contribution rates as estimated
2 by the Union. The bond is intended to cover
3 the contribution principal liquidated damages,
4 interest and collection costs including Attorney
5 fees. Additional bonds may be required if the
6 original estimate is insufficient.

7 **Art. 13(e).** The Union may refuse to refer
8 employees to and may withdraw employees
9 from any Employer who has not posted a bond
10 when required, and such refusal or withdrawal
11 will not constitute a violation of the Agreement.
12 Such refusal or withdrawal is not the Union's
13 exclusive remedy and any legal or equitable
14 course of conduct or action may be pursued.

15 **Art. 13(f).** Effective January 1, 2018, the
16 Construction Boilermaker Trainee rates shall be
17 as follows:

18 Hours	19 % of Jrmyyn	Local 40	Local 45	Local 105	Local 193	Local 667
20 0 to 2000	70%	\$24.57	\$23.08	\$25.20	\$28.82	\$27.57
21 2001 to 4000	75%	\$26.33	\$24.73	\$27.00	\$30.88	\$29.54
22 4001 to 6000	80%	\$28.08	\$26.38	\$28.80	\$32.94	\$31.50

23 **Art. 13(g).** The Construction Boilermaker Trainee
24 will not accrue any rights under the Ohio
25 Valley Agreement until he can show proof of a
26 minimum of 1,000 hours at the trade in the field
27 construction industry. Upon satisfying the 1,000
28 hour requirement the trainee will be entitled
29 to have the contractor make contributions to
30 the Health and Welfare, Pension, Annuity, and
31 Apprenticeship plans in his behalf.

32 **Art. 13(h).** Current wage and fringe classification
33 must be stated on each referral and faxed or
34 electronically mailed to the jobsite.

ARTICLE 14. PAYDAY

1

2 **Art. 14(a).** Men shall be paid weekly on a
3 designated day during working hours and in
4 no case shall more than three (3) days be held
5 back in any one payroll period. For failure to
6 pay wages during working hours on specified
7 day, men shall receive overtime for waiting.
8 The Employer will make arrangements for
9 employees to cash their payroll checks without a
10 service charge. The Business Manager will assist
11 the Employer in making such arrangements, if
12 possible, when requested by the Employer. The
13 foregoing provisions are subject to change by
14 mutual consent of the Business Manager of the
15 Local Lodge having jurisdiction of the job and
16 the Employer's representative.

17 **Art. 14(b).** Every employee working under this
18 Agreement will be furnished on the stub of his
19 paycheck or pay envelope, a record of all hours
20 worked, showing all deductions separately and
21 indicate clearly what they are for (excluding
22 Boilermaker-Blacksmith Pension, Boilermaker
23 Health and Welfare, Annuity Program, and
24 Apprentice contributions). Employers will
25 include their name and address on check stubs
26 after present stock is exhausted.

27
28 **Art. 14(c).** When it becomes necessary to layoff
29 men, the foreman and steward shall be notified
30 of the men to be laid off at least one (1) hour
31 prior to regular quitting time.

32
33 **Art. 14(d).** Employees who are laid off or
34 discharged from the service of the Employer shall
35 receive their wages and transportation expense
36 (to which an employee is entitled) and personal

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

14 **Art. 14(e).** When there is a reduction of force, it is
15 understood that the intent is to give preference of
16 employment to qualified employees of the local
17 area, consistent with the efficient operation of the
18 job.

19 **Art. 14(f).** Employees terminated shall be
20 immediately furnished a separation slip showing
21 the employee's name, the date of termination,
22 and any and all reasons for the separation. Copies
23 of all separation slips for cause or quits will be
24 forwarded to the Local Lodge Office within
25 twenty-four (24) hours.

26 **Art. 14(g).** The Employer may offer a direct deposit
27 option through Bank of Labor, or any other
28 financial institution of the employee's choice, that
29 is voluntary to the employee.

1 **ARTICLE 15. UNION REPRESENTATION**
2 **AND ACCESS TO JOBS**

3 **Art. 15(a).** Authorized representatives of the
4 Union shall have access to jobs where employees
5 covered by this agreement are employed,
6 provided they do not unnecessarily interfere
7 with the employees or cause them to neglect
8 their work, and further provided such Union
9 representative complies with customer rules and
10 regulations.

11 **Art. 15(b).** A steward shall be a working
12 journeyman appointed by the Business Manager
13 of the Local Lodge having jurisdiction of the
14 job who shall, in addition to his work as a
15 journeyman, be permitted to perform during
16 working hours such of his Union duties as
17 cannot be performed at other times. The Union
18 agrees that such duties shall be performed as
19 expeditiously as possible and the Employer
20 agrees to allow the steward a reasonable amount
21 of time for the performance of such duties.
22 When work is required by the Employer outside
23 the established starting and quitting times in
24 which the Steward is not engaged, the Employer
25 agrees to give the Steward sufficient time during
26 working hours to find a replacement for said
27 times and or shifts. Stewards shall receive the
28 regular journeyman's rate of pay.

29 **Art. 15(c).** It is understood and agreed that
30 the steward's duties shall not include any
31 matters relating to referral, hiring or
32 laying off of employees.

33 **Art. 15(d).** Stewards shall not be discriminated
34 against for the discharge of their duties.

1 **Art. 15(e).** Upon presentation of a signed
2 authorization card, the obtaining of which shall
3 be the responsibility of the Union, the Employer
4 shall withhold field dues and dues to affiliated
5 organizations if applicable, and submit same to
6 the Local Lodge Office having jurisdiction no later
7 than thirty (30) days after the end of the month
8 in which the dues accrued. The Union holds the
9 Employer harmless and agrees to defend the
10 Employer fully in any litigation resulting from
11 this activity which is deemed to be a service to
12 the Union by the Employer.

13 **Art. 15(f).** In order to expedite the dispatching of
14 applicants as provided under Article 6, the Union
15 Representative, when practical, will be notified
16 at least four (4) hours in advance of the names of
17 the employees to be laid off and the reason for
18 the layoff.

19 **Art. 15(g).** When layoffs occur, the steward will be
20 the last employee laid off providing he is capable
21 of performing the remaining work.

22 **ARTICLE 16. SUPERVISION**

23 **Art. 16(a).** The selection and number of foremen
24 and general foremen shall be entirely the
25 responsibility of the Employer. In the selection
26 of foremen, the Employer will give first
27 consideration to and request the referral of
28 those who have successfully completed the
29 "Boilermaker Foreman Training Program" or
30 other qualified men available in the local area
31 without persuading any employee to leave one
32 Employer for another. The Employer shall have
33 the right to send general foremen into any local
34 territory by mutual consent of the Business
35 Manager having jurisdiction.

- 1 **Art. 16(b).** All foremen shall be practical mechanics
2 of the trade.
- 3 **Art. 16(c).** There shall be a foreman on every
4 job and after the first twelve (12) men, as many
5 foremen as the Employer deems necessary
6 thereafter. The Employer shall have the right to
7 send general foreman into any territory by mutual
8 consent of the Local Lodge Business Manager
9 having jurisdiction.
- 10 **Art. 16(d).** Where a total of nine (9) or less men are
11 employed, one (1) shall be a foreman who shall
12 work with the tools if required by the Employer.
13 Where a total of ten (10) or more men are
14 employed, one (1) shall be a foreman who shall
15 not work with the tools.
- 16 **Art. 16(e).** There shall be a General Foreman on
17 every job after the first twenty-four (24) men and
18 he shall remain General Foreman for the duration
19 of the job. When a job shall require a General
20 Foreman, the General Foreman shall be so
21 designated at the beginning of the job and shall
22 receive the General Foreman's rate.
- 23 **Art. 16(f).** General foremen and/or
24 foremen shall accept instructions from the
25 Employer's superintendent(s). However,
26 the superintendent(s) shall not give direct
27 instructions to the other employees covered by
28 the terms of this agreement.
- 29 **Art. 16(g).** Foremen shall not apply, in any respect,
30 any regulations, rules, by-laws or provisions of
31 the Union Constitution on the Employer's job site.
- 32 **Art. 16(h).** Except in a broken work week at
33 the beginning or conclusion of a job, when a
34 General Foreman or Foreman works three (3) or

1 more days in any work week, he shall receive a
2 minimum of forty (40) hours pay, provided he
3 reports to the job daily during said work week
4 if requested. The intervention of any holiday
5 referred to in this Agreement during any work
6 week shall not be construed as creating a broken
7 work week.

8 **ARTICLE 17. PIECE WORK, LIMITATION**
9 **AND CURTAILMENT OF PRODUCTION**

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

20 **ARTICLE 18. FUNCTIONS OF MANAGEMENT**

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

1 **ARTICLE 19. HEALTH AND WELFARE**

2 **Art. 19(a).** Effective October 1, 2014 the Employer
3 shall pay into the Boilermakers National Health
4 and Welfare Fund the sum of seven dollars and
5 seven cents (\$7.07) per hour for each hour paid.
6 See Article 13 wages for additional money
7 for increases.

8 The Employer agrees to and shall be bound by
9 the provisions of Appendix "A" attached hereto
10 relating to said Welfare Fund.

11 **Art. 19(b).** In the event the International
12 Brotherhood of Boilermakers establishes a Long
13 Term Disability Program, the Employers agree to
14 allow participation by the Locals that comprise
15 the Ohio Valley Articles of Agreement.

16 **Art. 19(c).** The Union has the option to establish
17 a Supplemental Health and Welfare Trusted
18 Agreement for retired members funded by the
19 Union. The Employer agrees to be bound by the
20 provisions of the International Brotherhood of
21 Boilermakers Ohio Valley Region Retiree
22 Welfare Plan.

23 The following rates will be paid according to
24 the Local Lodges Wage Sheets as distributed to
25 signatory contractors.

26	Local 40	Local 105	Local 667
27	\$.25	\$.55	\$.25

1 **ARTICLE 20. PENSIONS**

2 Effective January 1, 2018 newly indentured
3 Apprentice's pension contributions will be
4 as follows 1A, 1B, 2A, 2B will be paid at 85%
5 and 3A, 3B, 4A, 4B will be paid at 100% of the
6 journeyman pension contribution.

7	Local	40	45	105	193	667
8		\$14.34	\$14.34	\$14.34	\$11.96	\$12.21

9 The Employer agrees to and shall be bound by
10 the provisions of Appendix "C" attached hereto
11 relating to the said Pension Trust.

12 **ARTICLE 21. APPRENTICESHIP PROGRAM**

13 **Art. 21(a).** The Employer shall pay into the
14 Southeastern Area Apprenticeship Fund for work
15 performed in the jurisdiction of Local 40, Local
16 45, Local 105, Local 193, and Local 667 the sum of
17 one dollar and ten cents (\$1.10) per hour for each
18 hour worked for the Employer by all employees
19 covered by this Agreement. The Employer
20 agrees to and shall be bound by the provisions of
21 Appendix "D" attached hereto relating to the said
22 Apprenticeship Fund.

23 **Art. 21(b).** Effective January 1, 2018, the contractor
24 contribution to the Southeast Area Joint
25 Apprenticeship Fund is one dollar and ten
26 cents (\$1.10) per hour. The co-chairman of the
27 Southeast Area Apprenticeship Committee shall
28 call a meeting of the participating agreement
29 chairmen to discuss appropriate measures
30 to address any adverse conditions which are
31 threatening the fund.

32 **Art. 21(c).** The ratio of apprentices to journeymen
33 on all work covered by this agreement shall be

1 at least one (1) to four (4) when available. In the
2 event apprentices are not available in sufficient
3 number to comply with the ratio, the area Joint
4 Apprenticeship Committee and the International
5 will be notified and necessary steps will be taken
6 to increase the number of available apprentices
7 and after efforts to secure apprentices from
8 all other locals have been exhausted, then
9 Construction Boilermaker Trainees will be
10 referred to fulfill ratios.

11 **Art. 21(d).** It is agreed that each of the participating
12 Local Lodges covered under this agreement
13 shall pay a fifteen cents (\$.15) per hour paid
14 payroll deduction for a Local Building and
15 Training Fund. It is understood that this payroll
16 deduction is subject to a check-off authorization
17 from each employee working in that Local
18 Lodge jurisdiction. All payroll deductions shall
19 be forwarded by check to the appropriate Local
20 Union office and shall be made payable to the
21 appropriate Local Building and Training Fund
22 within thirty (30) days following the last day
23 of each month or at the conclusion of a job,
24 whichever is sooner. A list of all employees,
25 hours worked, and individual deductions shall
26 accompany such payments.

27 **Art. 21(e).** It is the understanding of the parties
28 to this agreement that the funds contributed
29 by signatory Employers to the Apprenticeship
30 Fund will not be used to train apprentices or
31 journeymen who will be employed by Employers
32 in the Boilermakers Field Construction and
33 Repair Industry not signatory to a collective
34 bargaining agreement providing for contributions
35 to the Fund. Therefore, the Trustees of the
36 Fund are empowered to adopt and implement

1 a scholarship loan agreement program which
2 will require apprentices and journeymen and
3 receive training benefits from the Fund and
4 who are employed by signatory Employers to
5 repay the costs of training either by service with
6 such Employers following training, or by actual
7 repayment of the costs of training if the individual
8 goes to work for a non-signatory Employer in
9 the Boilermaker Field Construction and Repair
10 Industry. The costs of training at the National
11 Training Center may include the reasonable value
12 of all Fund materials, facilities and personnel
13 utilized in training at the National Training Center.

14 **Art. 21(f).** Effective January 1, 2006 it is agreed
15 that newly indentured apprentices annuity
16 contributions will be paid according to their
17 percentage of wages.

18 **ARTICLE 22. ANNUITY PROGRAM**

19 **Art. 22(a).** Effective January 1, 2018, the Employer
20 shall pay into the Boilermakers National Annuity
21 Trust the following amounts in each Local for
22 each hour paid by the Employer for all employees
23 covered by this agreement:

24	Local	40	45	105	193	667
25		\$3.30	\$3.25	\$3.60	\$3.00	\$4.00

26 **Art. 22(b).** The Employer agrees to and shall be
27 bound by the Trust Agreement creating the
28 Boilermakers National Annuity Trust and all
29 amendments now or hereafter approved by
30 the Board of Trustees. Said Agreement and
31 amendments are incorporated by reference
32 and made a part of this agreement as if
33 affixed hereto.

1 **ARTICLE 23. VACATION FUND**

2 **Art. 23(a).** Effective January 1, 2018, the Employer
3 shall deduct from employee wages the following
4 amounts in each Local for each hour paid or each
5 hour worked as follows:

6	Local	40**	45**	105**	193**	667***
7		\$4.00	\$2.50	\$4.00	\$4.00	\$4.61

8 ** Hours paid.

9 *** Hours worked.

10 Employees shall have the option at the beginning
11 of each project to participate at the full amount
12 listed above or at a reduced rate of \$1.00 with the
13 remainder being paid in the hourly wage.

14 Local Lodge 667 Vacation Fund money to
15 be allocated to the Union Trades Federal
16 Credit Union.

17 Effective January 1, 2015, Local Lodge 40 Vacation
18 Fund money will be allocated to the Union Trades
19 Federal Credit Union.

20 The Employer shall remit these deductions to
21 the International Brotherhood of Boilermakers
22 Vacation Trust Fund. Any Local may make
23 a change in the allocation to go to the Union
24 Trades Federal Credit Union or the International
25 Brotherhood of Boilermakers Vacation Trust Fund.
26 A change may only be made by each Local Lodge
27 one time during the life of this agreement, and any
28 change requires sixty (60) days written notice to
29 the Chairmen of the Agreement.

30 **Art. 23(b).** The Employer agrees to and shall be
31 bound by the Trust Agreement creating the
32 International Brotherhood of Boilermakers
33 Vacation Trust Fund and all amendments now or

1 hereafter approved by the Board of Trustees. Said
2 agreement and amendments are incorporated by
3 reference and made a part of this agreement as if
4 affixed hereto.

5 **Art. 23(c). Union Trades Federal Credit Union**

6 The Employer agrees to deduct from the weekly
7 earnings of any employee working in the
8 jurisdiction of the Ohio Valley:

9 1. The amount stated on a card furnished by the
10 Union Trades Federal Credit Union and signed
11 by the employee voluntarily and given to the
12 Employer a set amount to be held in a vacation
13 fund in the employees name.

14 2. Deposit monies monthly to the employees
15 account in the Union Trades Federal Credit
16 Union no later than the 15th day of the
17 following month.

18 3. On the reporting forms furnished by the
19 Union Trades Federal Credit Union.

20 4. Union Trades Federal Credit Union
21 P.O. Box 1682, Parkersburg, WV 26102

22 5. This must be approved by a majority vote of
23 the membership.

24 6. The entire Local must participate in the Union
25 Trades Federal Credit Union.

26 **Note:** The Union Federal Trades Federal
27 Credit Union is an option to the International
28 Brotherhood of Boilermakers Vacation Trust
29 Fund. The entire Local Lodge must elect to
30 enter The Union Trades Federal Credit Union or
31 the International Brotherhood of Boilermakers
32 Vacation Trust Fund.

ARTICLE 24. MOST

1

2 **Art. 24(a).** Effective October 1, 2011, the Employer
3 agrees to contribute the apprenticeship
4 contribution rate established in Article 21 plus
5 thirty-four cents (\$.34) per hour worked to the
6 Mobilization, Optimization, Stabilization, and
7 Training Program (MOST). The Employer agrees
8 to and shall be bound by the Trust Agreement
9 creating the Mobilization, Optimization,
10 Stabilization, and Training Program and all
11 amendments now or hereafter approved by
12 the Board of Trustees. Said agreement and
13 amendments are incorporated by reference and
14 made a part of this agreement as if affixed hereto.

15 **Art. 24(b).** Any increases or decreases after June 1,
16 1991, shall be implemented on the first day of t
17 he month following notification from MOST
18 to the Co-Chairmen of the Ohio Valley Articles
19 of Agreement.

20 **Art. 24(c).** The Ohio Valley Employers and the
21 Union each recognize the need to promote
22 construction job site safety and to contribute
23 to the reduction or elimination of industrial
24 accidents and unhealthy environmental
25 conditions at work sites on a day-to-day basis.
26 In recognition of this need, the parties adopt a
27 Joint Safety and Training Program which also
28 encompasses annual drug screening program.
29 This program shall be funded by a contribution
30 to MOST of thirty-four cents (\$.34) per hour
31 worked as presently included in Section 24(a)
32 above. The Safety and Training Program shall be
33 carried out in keeping with the Trust documents
34 and the policies and procedures manual adopted
35 for this program.

1 **Art. 24(d). 2(i).** The parties to this program will
2 cooperate to accomplish a drug free environment
3 and a safe work place.

4 **Art. 24(d). 2(ii).** The substance abuse program will
5 be conducted in keeping with the established
6 testing procedures developed by the Department
7 of Health and Human Services Scientific and
8 Technical Guidelines dated April 11, 1988,
9 and any subsequent amendments thereto. The
10 Laboratory shall be licensed or certified, as the
11 case may be, by the Substance Abuse and Mental
12 Health Service Administration, The College of
13 American Pathologists and the Department of
14 Defense and shall participate in the proficiency
15 testing programs required by each of those
16 respective organizations.

17 Drug screening and Gas Chromatography/Mass
18 Spectrometry (GC/MS) confirmation for ten (10)
19 categories of drugs will be required with the
20 following cut-off limits:

21	Drug Class	Screening	Confirmation
22		Cut-Off	Cut-Off
23		<u>Limit</u>	<u>Limit</u>
24		(ng/ml)	(ng/ml)
25	Amphetamines	1000*	500*
26	Barbiturates	300	200
27	Benzoyllecgonine		
28	(Cocaine Metabolite)	300*	150*
29	Cannabinoids	50*	15*
30	(THC)		
31	Methaqualone	300	100
32	Opiates	300*	300*
33	Phencyclidine	25*	25*
34	Benzodiazepines	300	300
35	Methadone	300	300
36	Propoxyphene	300	300
37	Alcohol, Ethyl	0%**	

38 *Cut-off limits established by the Department of
39 Health and Human Services in their mandatory

1 Guidelines for Federal Workplace Drug
2 Testing Programs.

3 **MOST considers a 0% blood alcohol as normal. Any
4 report in excess of .04% shall be considered above the
5 impairment level. Refer to Section 24(d) 2(xiv) c
6 for alcohol testing.

7 **Art. 24(d). 2(iii).** MOST has modified its policy
8 and procedures effective November 29, 1993, in
9 keeping with DOT guidelines and will consider
10 all adulterated specimens as a positive drug
11 screen. Before consideration for testing again,
12 MOST will require a donor with an adulterated
13 specimen to have a chemical dependency
14 evaluation performed with a written report
15 from the clinic or hospital sent to the MRO.
16 In addition, all costs incurred for laboratory
17 examination of the adulterated sample and the
18 cost of a second test will be the responsibility of
19 the donor.

20 **Art. 24(d). 2(iv).** The Medical Review Officer will
21 be available for consultation with participants
22 prior to testing.

23 **Art. 24(d). 2(v).** Except as specified in Sections
24 24(d) 2(iii) and 24(d) 2(viii), the MOST Drug
25 Screening Program will pay all costs (once
26 per 12 month period) for an annual drug
27 screen. Annual testing will be performed on
28 a voluntary basis for the first year giving time
29 for the owners to get their policies in place.
30 Starting in the second year, the drug screening
31 will be mandatory. Records of such tests shall
32 be maintained by the Independent Testing
33 Laboratory and/or the Medical Review Officer.
34 For all participants covered by the appropriate
35 collective bargaining agreement all costs for
36 collection, analysis, reporting, maintenance of

1 records, and notifications shall be borne by
2 MOST, except as specified in Sections 24(d) 2(iii)
3 and 24(d) 2(viii). Securing the drug screen test
4 shall be the applicant's responsibility and
5 shall be performed on his/her time, and at
6 his/her expense.

7 **Art. 24(d). 2(vi).** In order to reduce travel and
8 inconvenience to the participants, the Certified
9 Laboratory will prepare a list of approved
10 collection stations in the jurisdiction of each
11 participating Local Lodge. Such lists will be
12 distributed to all appropriate parties by the
13 National Safety Director. The test will not be
14 processed unless one of the approved collection
15 sites is used.

16 **Art. 24(d). 2(vii).** Beginning with the second year
17 of testing, all applicants must have completed a
18 drug screen test. Securing the drug screen test
19 shall be the applicant's responsibility and shall
20 be performed on his/her time.

21 **Art. 24(d). 2(viii).** In the case of "positive" results
22 of any test, the participant:

23 a) Shall have the right to have the original
24 sample independently retested at their expense,
25 by a laboratory of their choice, which must meet
26 the qualifications of the program as outlined
27 in Section 24(d) 2(ii). If the independent retest
28 is "negative," the participant will be verbally
29 notified and be reimbursed for the cost of the
30 independent test.

31 b) Participant shall have the right to secure a
32 copy of all data relating to the test procedures
33 and results, providing the costs of same are paid
34 in advance to the initial testing laboratory by
35 the participant.

1 c) Will be given, with the assistance of the
2 Medical Review Officer, support and guidance
3 with recommendations for further evaluation
4 or rehabilitation upon the occurrence of
5 the first and second positive drug tests. A
6 participant testing positive for a third time must
7 subsequently secure a negative drug screen test
8 from a laboratory meeting the qualifications of
9 the Program as outlined in Section 24(d) 2(ii) at
10 his or her expense, must be participating in
11 or have successfully completed a supervised
12 drug rehabilitation program and agree to take
13 random tests as directed by the MOST Program
14 and/or in accordance with Sections 24(d) 2(xii)
15 and 24(d) 2(xiii) herein.

16 Failure to meet these requirements after a third
17 positive test will eliminate the participant from
18 participating in the MOST Drug Program.

19 **Art. 24(d). 2(ix).** The Medical Review Officer shall
20 be responsible for the following:

21 a) Notify the tested individual of a
22 positive result.

23 b) Review and verify a confirmed positive
24 test result.

25 c) Provide the tested individual with an
26 opportunity to discuss the reasons why their
27 test result might be positive.

28 d) Review the individual's medical record as
29 provided by or at the arrangement of the tested
30 individual as appropriate.

31 e) Verify the laboratory result.

32 f) Notify the Employer's contact person
33 of all test results, positive and negative,
34 if required.

1 g) In keeping with the Boilermakers' National
2 Referral Rules, notify the Local Lodge's contact
3 person of all test results, positive and negative,
4 if required.

5 h) Process request for retest of original sample.

6 i) Participate in return to duty decisions as
7 required. The MRO will fax a release form to
8 MOST declaring the donor fit for retesting. The
9 donor will then be required to pay for the retest.
10 Upon receipt of payment, MOST will send the
11 donor a chain of custody form.

12 j) Refer individuals testing positive to the
13 appropriate medical evaluation. The cost of the
14 evaluation or services shall be the responsibility
15 of the individual, reduced to the extent the
16 Boilermaker's Health and Welfare Plan
17 provides coverage, assuming eligibility.

18 **Art. 24(d). 2(x).** The MOST Trustees shall
19 select a Certified Laboratory which meets the
20 requirements of Section 24(d) 2(ii) and shall
21 be responsible for implementing the drug
22 screening tests.

23 **Art. 24(d). 2(xi).** MOST will notify the participants
24 when they are to renew their certification.

25 **Art. 24(d). 2(xii).** Random drug screening shall be
26 conducted based upon a contractor's or owner's
27 requirements. The MOST Safety and Drug
28 Screening Program will support a contractor's
29 or owner's request for random drug screens
30 as follows:

31 a) Contractor or owner will notify MOST
32 in writing of their desire to conduct
33 random testing.

- 1 b) The contractor's or owner's notification will
2 include the donor's full name, social security
3 number, home phone number, home address
4 and method used to select random donor.
5 Contractor or owner should keep records on
6 procedure used.
- 7 c) MOST will type a random chain of
8 custody form and mail it to the contractor or
9 owner. Overnight mailing will be available
10 upon request.
- 11 d) The contractor or owner will furnish MOST
12 with the name and phone number of their
13 approved contact person to receive the
14 positive reports.
- 15 e) MOST will notify the approved contact
16 for the contractor or owner of all positive test
17 results. MOST will also notify the Business
18 Manager of the donor's Local Lodge, in keeping
19 with the National Referral Rules.
- 20 f) MOST will pay for all expenses incurred for
21 random testing.
- 22 **Art. 24(d). 2(xiii).** Upon receipt of the random
23 chain of custody forms from MOST, the
24 contractor or owner requesting the random
25 testing will be responsible for the following:
- 26 a) Notify the random donor of drug screen
27 by issuing random chain of custody form. The
28 random donor must sign the chain of custody
29 form indicating he received the form and read
30 the statement located beneath the donor's name
31 and social security number.
- 32 b) The employee's copy of the chain of custody
33 from the random test will be proof of the
34 donor's test. The contractors or owners can

1 verify that a test was negative by calling MOST
2 at 1-800-395-1089. The renewal date for those
3 testing negative would be one (1) year from
4 the date of the random test. Positive donors
5 must comply with the existing provisions of
6 the MOST Policy and Procedures before being
7 allowed to retest.

8 c) Make arrangements for random donor to
9 go to a MOST approved collection site for the
10 drug screening.

11 d) The contractor or owner will conduct the
12 random drug screen within the time frame of
13 their corporate policy and procedures.

14 **Art. 24(d). 2(xiv).** An employee shall be subject to
15 drug or alcohol testing, for cause, for any of the
16 following reasons:

17 a) Involvement in, or cause of, an incident or an
18 accident during contract work assignment while
19 on owner/contractor premises, which causes
20 or could have caused injury to the employee or
21 another individual, or which causes or could
22 have caused destruction or damage to owner/
23 contractor property.

24 b) Based on observed behavior which is unusual
25 to the circumstances, or the individual's normal
26 behavior, which indicated or could indicate
27 impairment or drug abuse.

28 c) It is recommended that alcohol screening be
29 conducted in keeping with Health and Human
30 Services Guide dated January 1, 1995.

1 **Art. 24(d). 2(xv).** Procedures for drug screening
2 are as follows:

3 a) MOST will provide the participant the
4 proper chain of custody form for screening at
5 an approved collection facility.

6 b) A qualified health professional at the
7 collection facility will require all participants
8 to have picture identification and a completed
9 chain of custody form issued by the
10 MOST office.

11 c) The qualified health professional at the
12 collection facility will furnish the participant a
13 receipt showing the drug screen test has been
14 performed and is being processed.

15 **ARTICLE 25. CAMPAIGN ASSISTANCE FUND**

16 Upon presentation of a signed authorization,
17 the Employer shall withhold five cents (\$.05)
18 per hour paid for the Boilermakers Campaign
19 Assistance Fund (CAF). The Employer shall
20 submit the collected Campaign Assistance
21 Funds to the International Secretary Treasurer's
22 office no later than thirty (30) days after the end
23 of the month in which the deduction accrued.
24 Obtaining the signed authorizations shall be
25 the responsibility of the Union. The Union
26 shall hold the Employer harmless and agrees
27 to defend the Employer fully in any litigation
28 resulting from this activity which is deemed to
29 be a service to the Union by the Employer. The
30 signed authorization shall remain in force until
31 canceled in writing by the employee.

32 **Article 25(b).** The deductions listed below
33 are recognized payroll deductions under
34 this agreement. It is understood that these
35 payroll deductions are subject to a checkoff

1 authorization from each employee working in
2 that Local Lodge jurisdiction and the amount
3 of each shall be determined by the Union. All
4 payroll deductions shall be forwarded by check
5 to the appropriate Local Lodge Office within
6 thirty (30) days following the last day of each
7 month. A list of all employees, hours worked,
8 and individual deductions shall accompany
9 such payments. The Union agrees to hold the
10 employer harmless for any issues arising out
11 of the deduction of any amount outlined in
12 this agreement.

13 **Local 40**

14 *Building and Trades Fund*
15 *Building and Training Fund*
16 *Industrial Promotional Fund*
17 *Campaign Assistance Fund(CAF)*

18 **Local 45**

19 *Building and Training Fund*
20 *Campaign Assistance Fund (CAF)*

21 **Local 105**

22 *Building and Training Fund*
23 *Building Trades Per Capita*
24 *Campaign Assistance Fund (CAF)*

25 **Local 193**

26 *Entertainment Fund*
27 *Sick and Distressed*
28 *Scholarship Fund*
29 *Building and Training Fund*
30 *Campaign Assistance Fund(CAF)*

31 **Local 667**

32 *Building and Trades Fund*
33 *Building and Training Fund*
34 *Campaign Assistance Fund (CAF)*

35 The amounts of contributions to be
36 determined by the Local Lodge and will be
37 submitted on the Local Lodge wage sheets.

**ARTICLE 26. GRIEVANCE AND
ARBITRATION PROCEDURE**

1
2

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

10 **Art. 26(b).** Any such grievance shall be reduced
11 to writing and considered by representatives of
12 the Local Lodge and the Employer, and if not
13 settled within ten (10) working days, it will be
14 submitted to;

15 **Art. 26(c).** The International Representative of the
16 Union and the Employer or Employers involved,
17 and if not settled within ten (10) working days;

18 **Art. 26(d).** Then the grievance shall be submitted
19 in writing within ten (10) working days to
20 an Arbitration Committee consisting of a
21 representative of the Union, a representative of
22 the Employer, and a third member to be chosen
23 by those two (2) jointly. The decision of the
24 majority of the Arbitration Committee shall be
25 final and binding on the parties involved. Such
26 decisions shall be within the scope and terms of
27 this agreement, but shall not change such scope
28 and terms, a decision shall be rendered within
29 ten (10) working days from the time of reference
30 to the Arbitration Committee and shall specify
31 whether or not it is retroactive and the effective
32 date thereof.
33

1 **Art. 26(e).** If the two members of the Arbitration
2 Committee fail to select a neutral member
3 within two (2) working days, the two (2)
4 members already appointed shall within two (2)
5 working days call upon the Federal Mediation
6 and Conciliation Service to make the third
7 selection. In the event either the Employer or
8 the Union representative fails to cooperate
9 in calling upon the Federal Mediation and
10 Conciliation Service within the said two (2)
11 working days, the other representative shall
12 have the authority to make such request.

13 **Art. 26(f).** The expense of the third member
14 of the Arbitration Committee shall be borne
15 equally by the Union and the Employer. All
16 other expenses of the arbitration procedure will
17 be borne by the party incurring them.

18 **Art. 26(g).** Any grievance must be submitted
19 in writing to the other party within fifteen
20 (15) working days of occurrence or it will be
21 considered closed.

22 **Art. 26(h).** Should an alternate grievance
23 and arbitration procedure be adopted by
24 the National Association of Construction
25 Boilermaker Employers (NACBE) and the
26 International Brotherhood, then that procedure
27 will be substituted herein after review and
28 mutual agreement by both parties.

29 **ARTICLE 27. SAFETY MEASURES**

30 **Art. 27(a).** All work of the Employer shall be
31 performed under mutually approved safety
32 conditions which must conform to State and
33 Federal regulations. However, as required
34 by law, it is the Employer's responsibility to
35 provide a safe and healthy work place.

1 **Art. 27(b).** A warm, clean, dry place, shielded
2 from dust, shall be provided for employees to
3 change their clothes and eat lunches. Properly
4 cooled drinking water and reasonable sanitary
5 facilities, properly maintained, will be made
6 available. Attempts will be made to obtain the
7 use of the customer's toilet and wash facilities.
8 Failure to gain the use of the customer's
9 facilities, the Employer shall, where access to
10 running water and a sewer is possible, provide
11 a means of wash up. Hand soap or similar
12 cleansing agents shall be provided, including
13 paper hand towels or sections thereof. Where
14 prebid meetings are held with the customer, the
15 use of owner facilities shall be requested.

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

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

28 **Art. 27(e).** Welders shall be furnished suitable
29 replacement of welding gloves when employed
30 as a welder. When a welder is required to use
31 heliarc equipment he shall be furnished a light
32 glove that does not restrict his movements.
33 Suitable leathers and/or jackets will be made
34 available on the job for welders' use when,
35 at the discretion of the superintendent and

1 foreman, they are necessary for welders' safety
2 and protection. Such suitable leathers and/or
3 jackets shall be the property of the Employer.

4 **ARTICLE 28. MEDICAL**
5 **TREATMENT AND EXAMINATION**

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

25 **Art. 28(b).** Employees shall not be required to
26 take a physical examination and there shall be
27 no age limit except as provided by law.

28 **ARTICLE 29. JOB NOTICE**

29 **Art. 29(a).** In order to insure the satisfactory
30 progress of each job, the Employer will hold
31 a Pre-Job Conference that will furnish the
32 local Business Manager and the International

- 1 Headquarters with the following job
- 2 information as soon as possible and practical:
- 3 1) Location of job site
- 4 2) Approximate starting date and duration
- 5 3) Type of job
- 6 4) Approximate manpower requirements

7 **Art. 29(b).** Upon written request by the
8 Construction Division of the International, the
9 Home Office Representative of the Employer
10 shall on letterhead stationery designate specific
11 assignments of work on a job.

12 **ARTICLE 30. AGREEMENT QUALIFICATIONS**

13 **Art. 30(a).** It is not the intent of either party hereto
14 to violate any laws or any rulings or regulations
15 of any governmental authority or agency
16 having jurisdiction of the subject matter of this
17 agreement, and the parties hereto agree that,
18 in the event any provision of this agreement
19 is held to be unlawful or void by any tribunal
20 having the right to so hold, the remainder of the
21 agreement shall remain in full force and effect,
22 unless the parts so found to be void are wholly
23 inseparable from the remaining portions of
24 this agreement.

25 **Art. 30(b).** It is further understood that this
26 agreement was negotiated with the Union on
27 an area wide basis by the Employers engaged
28 in the field construction industry in the area.
29 Should this agreement, by notice given as herein
30 provided be reopened for further negotiations,
31 such negotiations shall be conducted on an

1 area-wide basis by the Employers who have
2 executed this agreement and/or Employers
3 signatory to the National Agreement.

4 **Art. 30(c).** By agreement between a signatory
5 Employer and the Union, a dispute regarding
6 the application of any provisions of this
7 agreement shall be submitted to the two (2)
8 chairmen for their opinion. Failure to mutually
9 agree to submit the dispute to the two (2)
10 Chairmen, then either party may, in writing,
11 submit the dispute to the two (2) Chairmen for
12 an opinion.

13 **ARTICLE 31. NO STRIKE, NO LOCKOUT**

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

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

28 **Art. 31(c).** In the event of an area strike over
29 contract negotiations between the International
30 Brotherhood of Boilermakers, Iron Ship
31 Builders, Blacksmiths, Forgers and Helpers,
32 AFL-CIO, and the Ohio Valley Boilermaker
33 Employers, it will not be considered a violation
34 of this Agreement for the Employer to stop
35 work covered by this Agreement for the

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

12 **Art. 31(d).** The Employer may discharge
13 an employee for taking part in an
14 unauthorized strike.

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

24 **ARTICLE 32. WELDER CERTIFICATION**

25 **Art. 32(a).** Any welder who is required to take
26 a test on a job site shall be paid for the time
27 required to take the test.

28 **Art. 32(b).** If an Employer obligates the company
29 to maintain the certification of a welder for
30 one (1) year, the Union agrees to arrange with
31 that Employer to pretest welders at a mutually
32 agreeable time and place. Such testing will be
33 done without compensation. Welders passing
34 a certification test will be compensated for
35 actual time required to take such test which

1 shall not exceed four (4) hours pay upon his
2 first employment with that contractor provided
3 such employee remains at work on the job
4 at least five (5) working days, or in the case
5 of jobs of less than (5) working days, for the
6 duration thereof. In the event that a welder is
7 not employed before his certification expires,
8 the Employer agrees to arrange a mutually
9 agreeable time to upgrade the certification of
10 that welder. Such upgrading will be
11 without compensation.

12 **Art. 32(c).** If an Employer participates in the
13 Common Arc Program, no compensation shall
14 be paid to welders testing or upgrading under
15 the program.

16 **ARTICLE 33. DURATION OF AGREEMENT**

17 This Agreement shall become effective January
18 1, 2018, and shall remain in full force and effect
19 through December 31, 2020, and from year to
20 year thereafter unless either party shall, at least
21 sixty (60) days prior thereto, notify the other
22 party in writing of desire to modify or terminate
23 this agreement. In the event such notice is given,
24 the parties in accordance with the provisions of
25 Article 30, Section (b), shall meet not later than
26 fifteen (15) days after receipt of such notice.
27 Should an understanding not be reached within
28 thirty (30) days from the date such notice was
29 filed, the procedure outlined in Section 8 of the
30 Labor Management Relations Act, 1947, will
31 be followed.

32 The foregoing agreement and Appendices "A,"
33 "B," "C," "D," "E," and "F" were negotiated
34 at a general conference of the Employers
35 and the Union.

Representing the Employers:

Jacob Snyder, Co-Chairman, Enerfab
Scean Cherry, Secretary, APCom Power, Inc.

Adam Shuppert, Enerfab
Michael Goldberg, Fisher Tank Co.
Jim Miller, Fisher Tank Co.
Bob Gabrysiak, Hayes Mechanical
Chris Miller, Riggs Distler
Dave Miller, Riggs Distler

Representing the Union:

L. J. McManamon, Chairman, IVP
John T. Fultz, Co-Chairman, IVP
F. Hartsoe, Secretary, IR
M. Stanton II, D-JS-CSO
J. Clark, IR

M. Autry, Local 40
D. Sammons, Local 40

D. Watson, Local 45
K. Battle, Local 45

S. Hammond, Local 105

D. Weber, Local 193
R. Myers, Local 193

B. Hussell, Local 667
J. Durst, Local 667


The agreement, as negotiated by the foregoing committees is hereby accepted by the parties signatory hereto this day of January 1, 2018, with the full understanding that this agreement is between the Union and the individual signatory Employer.


FOR THE EMPLOYER:

By: _____
Jacob Snyder
Employer Chairman

By: _____
Sean Cherry
Employer Secretary

FOR THE UNION:

By: 
N.B. Jones
International President

By: 
Larry McManamon
International Vice President/Chairman

By: _____
John T. Fultz
International Vice President/Co-Chairman

By: _____
M. Frank Hartsoe
International Representative/Secretary

APPENDIX "A" HEALTH & WELFARE

Append. A Sec. 1. In the agreement to which this is an appendix and in this appendix, the Boilermakers National Health and Welfare Fund is referred to as "National Welfare Fund," "Welfare Fund" or "Fund." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

Append. A Sec. 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of October 1, 1954, establishing the Boilermakers National Health and Welfare Fund and by any amendments to said Trust Agreement.

Append. A Sec. 3. Payment of Employer contributions to the National Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trustees of said Fund.

Append. A Sec. 4. The Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.

Append. A Sec. 5. The Employer hereby authorizes and directs the committee in this agreement named as representing the Employers, and as to the future the committee named in the then current agreement successor to this agreement with the Union or any local thereof, to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this agreement:

Append. A Sec. 5(a). Execute the Agreement and Declaration of Trust establishing the National Welfare Fund;

Append. A Sec. 5(b). Exercise any and all other rights in connection with or relating to the National Welfare Fund or its Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement. In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this agreement.

Append. A Sec. 6. The Employer hereby authorizes and directs the Chairman of the committee in this agreement named as representing the Employers and, as to the future, the Chairman of the committee named in the then current agreement successor to this agreement with the Union or any Local thereof, to do the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers, or as such Chairman, either individually or in conjunction with other chairmen of similar committees and with any Employer Association or its representatives: To exercise any rights, powers and authority given or provided by said Trust Agreement or any amendments thereto to elect, select, appoint or to vote for one (1) or more Employer Trustees and successor Employer Trustees of the Fund and to remove or vote for or against the removal of any Employer Trustees of the Fund.

APPENDIX "B"

UNIFORM REFERRAL STANDARDS

Each Local Lodge covered by this agreement shall have local joint referral rules which are and shall remain in compliance with the National Joint Rules and Standards Governing Operation of Exclusive Referral Plans.

APPENDIX "C"

PENSION TRUST

Append. C Sec. 1. In the agreement to which this is an Appendix and in this Appendix the Boilermaker Blacksmith National Pension Trust is referred to as "National Pension Trust," "Pension Trust" or "Trust"; the Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

Append. C Sec. 2. The Employer agrees to be bound by the Trust Agreement entered into as of June 1, 1960, establishing the Boilermaker Blacksmith National Pension Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.

Append. C Sec. 3. Payment of Employer contributions to the National Pension Trust in the amount specified in the agreement to which this is an Appendix shall be made on the dates and in the manner and form prescribed by the Trustees of said Trust; provided that no contributions shall be made prior to the receipt by such Trustees of a ruling from the Internal Revenue Service to the effect that the Pension Plan under said Trust qualifies under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the

code; after receipt of such ruling contributions shall be payable as of the effective date specified in the agreement to which this is an Appendix.

Append. C Sec.4. The Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Trust.

Append. C Sec. 5. The Employer hereby authorizes and directs the committee named in this agreement as representing the Employers, and as to the future, the committee representing Employers named in the then current agreement successor to this agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this agreement:

Append. C Sec. 5(a). Execute the Trust Agreement establishing the National Pension Trust;

Append. C Sec. 5(b). Exercise any rights, powers and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint or to vote for one or more Employer Trustees and successor Employer Trustee of the Trust and to remove or vote for or against the removal of any Employer Trustees of the Trust;

Append. C Sec. 5(c). Exercise any and all other rights in connection with or relating to the National Pension Trust or the Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement. In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord

with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this agreement.

Append. C Sec. 6. The Employer hereby irrevocably designates the Employer Trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employer's) representatives for the purposes set forth in said Trust Agreement.

**ADDENDUM TO THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE SIGNATORY EMPLOYERS
AND BOILERMAKERS LOCAL LODGES 40, 45, 105, 193
AND 667 WHICH ARE PARTIES TO THE
OHIO VALLEY ARTICLES OF AGREEMENT
DATED JANUARY 26, 2018**

WHEREAS, the Signatory Employers (hereinafter "Employers") and Boilermakers Local Lodges 40, 45, 105, 193 and 667 (hereinafter "Unions") are parties to a collective bargaining agreement dated January 1, 2018 (together with any prior addendums hereinafter collectively referred to as "Agreement"); and

WHEREAS, the parties Agreement requires the Employers to make monthly contributions to the Boilermaker-Blacksmith National Pension Trust (hereinafter "Plan") on behalf of each covered employee at the contribution rates set forth in Article 20; and

WHEREAS, in November 2017, the Plan's Trustees adopted Plan Amendment No. 5 increasing the Plan's Minimum Contribution Rate for the time periods on and after March 1, 2018, as follows:

- Effective March 1, 2018 - 102% of the 2014 MCR
- Effective January 1, 2019 - 102% of the March 1, 2018 MCR
- Effective January 1, 2020 - 102% of the 2019 MCR
- Effective January 1, 2021 - 102% of the 2020 MCR
- Effective January 1, 2022 - 102% of the 2021 MCR

NOW, THEREFORE, the parties hereby enter this Addendum into their Agreement to adopt the new Minimum Contribution Rates prescribed by Plan Amendment No. 5. In case of conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. Any term or condition of the Agreement not affected by this Addendum shall remain in full force and effect.

Notwithstanding anything to the contrary in the Agreement, the Pension contribution rates shall be as follows:

LOCAL 40

Effective 3-1-2018 \$14.63
Effective 1-1-2019 \$14.92
Effective 1-1-2020 \$15.22
Effective 1-1-2021 \$15.52
Effective 1-1-2022 \$15.83

LOCAL 45

Effective 3-1-2018 \$14.63
Effective 1-1-2019 \$14.92
Effective 1-1-2020 \$15.22
Effective 1-1-2021 \$15.52
Effective 1-1-2022 \$15.83

LOCAL 105

Effective 3-1-2018 \$14.63

Effective 1-1-2019 \$14.92

Effective 1-1-2020 \$15.22

Effective 1-1-2021 \$15.52

Effective 1-1-2022 \$15.83

LOCAL 193

Effective 3-1-2018 \$12.20

Effective 1-1-2019 \$12.44

Effective 1-1-2020 \$12.69

Effective 1-1-2021 \$12.94

Effective 1-1-2022 \$13.20

LOCAL 667

Effective 3-1-2018 \$12.45

Effective 1-1-2019 \$12.70

Effective 1-1-2020 \$12.95

Effective 1-1-2021 \$13.21

Effective 1-1-2022 \$13.47

- 1) The Employer hereby agrees to abide by and be bound to the terms and conditions of the Trust Agreement creating the Boilermaker-Blacksmith National Pension Trust, including all current and future amendments thereto.
- 2) This Addendum shall become effective March 1, 2018
- 3) This Addendum represents the entire agreement between the parties as it relates to the Pension Minimum Contribution Rates established by Plan Amendment No. 5 and supersedes all prior agreements and representations related to the Minimum Contribution Rates established by Plan Amendment No. 5.

APPENDIX "D"

APPRENTICESHIP TRUST FUND

Append. D Sec. 1. In the agreement to which this is an appendix and in this appendix, the Boilermakers Area Apprenticeship Funds is referred to as "Area Apprenticeship Funds", "Apprenticeship Funds" and "Funds." The National Joint Apprenticeship Board is composed of an equal number of Employer and Union representatives selected to represent the various areas established by the trust agreement. The committee is the "Employers or Contractors Negotiating Committee." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".

Append. D Sec. 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds and by any amendments to said Trust Agreement.

Append. D Sec. 3. Payment of Employer contributions to the Boilermakers Area Apprenticeship Funds shall be made on the dates and in the manner and form prescribed by the National Joint Apprenticeship Board of said Funds.

Append. D Sec. 4. The Employer hereby authorizes and directs the committee in this agreement named as representing the Contractors and, as to the future, the committee named in the then current agreement successor to this agreement with the Union or any Local thereof, to do each and all of the following in his (Employer's) name and on behalf, either individually or in conjunction with other Employers covered by this agreement:

Append. D Sec. 4(a). Execute the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds:

Append. D Sec. 4(b). Exercise any rights, powers and authority given or provided by said Trust Agreement or any amendments thereto to elect, select, appoint or to vote for one Employer Member of the National Joint Apprenticeship Board and a Successor Employer member of such Board and to remove or vote for or against the removal of any Employer National Board Member selected under this agreement:

Append. D Sec. 4(c). Exercise any and all other rights in connection with or relating to the Boilermakers Area Apprenticeship Funds or its Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement. In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this agreement.

APPENDIX "E"

CONSTRUCTION BOILERMAKER TRAINEE

Employees who have not established their qualifications as Field Construction Boilermaker Journeyman or Field Construction Boilermaker Apprentice under provisions of Appendix "B" may be hired under the classification Construction Boilermaker Trainee as follows:

Append. E Sec. 1. Construction Boilermaker Trainees will be assigned by management to perform any work normally performed by Field Construction Boilermakers that comes within the capabilities of the employee.

Append. E Sec. 2. Any Employer who fails or refuses to hire Field Construction Boilermaker Apprentices when available in accordance with the agreed upon ratio of apprentices to journeymen, will not be allowed to employ Construction Boilermaker Trainees.

Append. E Sec. 3. Construction Boilermaker Trainees, after completing 6,000 hours of practical working experience as Boilermakers, shall become eligible for examination by the Exclusive Referral Committee and possible advancement to Journeyman Classification.

Append. E Sec. 4. When qualified Boilermakers and/or apprentices are on the local out-of-work list and are willing and available to accept the referral offer, Construction Boilermaker Trainees shall not be referred to the job until the out-of-work list is exhausted. The registration of Construction Boilermaker Trainees on any established Construction Boilermaker Trainee out-of-work list shall never exceed 100 applicants. When trainees are referred to an Employer, the dispatcher shall refer the most adaptable and qualified applicant on the list, who possesses the skill required by the Employer.

Append. E Sec. 5. Field Construction Boilermaker Trainees shall be subject to all other terms and conditions of the Ohio Valley Articles of Agreement including all provisions of Appendix "B" (Appendix "B" - Exclusive Referral of Men).

APPENDIX "F"

NCA WORK RULES

Append. F Sec. 1. The selection of Craft Foremen and General Foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such Foremen the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration the Employer may select such men from other areas. Foremen and General Foremen shall take orders from individuals designated by the Employer.

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

Append. F Sec. 3. Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

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

Append. F Sec. 5. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

Append. F Sec. 6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

Append. F Sec. 7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

Append. F Sec. 8. There shall be no illegal strikes, work stoppages or lockouts.

Append. F Sec. 9. When a Local Lodge does not furnish qualified workmen within forty-eight (48) hours [Saturdays, Sundays and holidays excluded], the contractor shall be free to obtain workmen from any source.

Append. F Sec. 10. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

Append. F Sec. 11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties shall negotiate such shift rates at the Pre-Job Conference. The Employer shall determine the crafts and number of men to be assigned to each of the shifts as established.

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