

# 2010-2020 AGREEMENT

entered into between

**INTERNATIONAL  
BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS, AFL-CIO  
LOCAL LODGE No. 169 MICHIGAN**

and

**FIRMS WHOSE SIGNATURES ARE  
AFFIXED TO  
LETTER-OF-AGREEMENT**



**Effective July 1, 2010**

**Expires June 30, 2020**

***(As Amended and Extended on March 25, 2013)***

**UNION BUG**

**BOILERMAKERS AND BLACKSMITHS**  
**Local No. 169**

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## PREFACE

### Trade Jurisdiction

It is hereby established and shall be so upheld by the International Brotherhood that its members have jurisdiction over the following work, subject of course, to joint agreements with other International Unions which may modify certain claims herein:

(a) All boilers, parts and related equipment, drums, water tubes, fire tubes, combustion tubes and arch tubes; thermic syphons, smoke boxes and stacks; front-ends and doors, draft plates, baffles and diaphragms, spark arresters including wire netting and frames, ash pans, flash pans, fire doors and fire door frames including operating mechanism, stokers, grates and rigging; oil, gas, nuclear and pulverized coal burners; steel cabs and tank houses, metal running boards, and steps, metal pilots including manufacturing, application, removal and repair; cylinder and dome casings, brackets for air pumps, air pumps, head lights, dynamos, oil heaters and classification lights; wind sheets, deck plates, deck aprons, shovel sheets, splash plates, expansion plates and lateral braces; locomotive tender tanks, tender tank frames and tender tank truck frames, grab irons, hand rails and metal ladders; building, repairing and applying snow plows, derricks for wreckers, power shovels and pile drivers, building oils and gravel spreaders; body frames on electric Diesel locomotives, body underframes and all body, cab and housing work, gear casings and wheel covers, battery boxes, ventilator covers and grid panels; motor housing name and classification plates; oil tanks, tanks of tank cars including brackets, hand rails, ladders, and metal jackets when used on same; all laying-out, cutting, bending, flanging, fitting up, patching, bolting, riveting, chipping, caulking, drilling, reaming, tapping, and beveling machines, including fitting of washout plugs: testing and inspecting all vapor, steam, water, air, gas, oil, or other tight joints, including all stays, braces and water tight studs; acetylene cutting, welding and heating, electric arc welding; metalizing; all I-beams, channel irons, angle iron, T-iron, Z-iron and other structural forms used on work of our trade; tool keeping, boiler washing, flue blowing, boring or washing. Thickness of plate for our trade on railroads covers 16 gauge or heavier.

(b) The operation of any machine, or the use of any method or device employed in manufacturing, fabricating, laying out, aligning, drilling, punching, shearing, beveling and grinding, fitting, bolting, riveting, chipping, caulking, acetylene cutting, burning or heating, welding (all processes), bonding, metalizing, mamutizing and application of apexior coating, construction, erecting, assembling, installation, remodeling, repairing, wrecking, alteration, testing, inspecting, maintaining, rigging, unloading and handling of all boilers and appurtenances, headers, parts, frames, supports; air and water walls; casings, assembled or completed sections or parts; drums, tubes and flues; baffles and draft appliances; economizers, super heaters, circulators, attemporators, downcomers, sludge boxes and sluice troughs, stokers; grates; heat units; buck stays; fronts and doors; stacks, breechings, and uptakes; soot collectors and blowers, smoke boxes, smoke consumers, cinder collectors, precipitators, furnaces and furnace bottoms, steam generators, including nuclear; heaters; steam accumululators, condensors, evaporators, air heaters and pre-heaters, hot and cold air ducts and fans; oil and gas burners, coal tanks, ash tanks, waste disposal tanks, other tanks and vats, conveyors, scrapers, all air, oil, gas, steam, vapor, water, and other tight joints; stand pipes, water towers, metal pipes and pipe lines, metal well casings, incinerators, air washers, cooking devices, creosoting cylinders, gas purifying equipment, gas holders, gasometers, including frames; coal washers; all work in and around rolling mills, mines, smelters, refineries, chemical processing, rubber, feed material, and fuel element plants; blast and open hearth furnaces; aluminum, annealing, electrical, gas fired, heat treat, isoflow, reheat, stoker fired and all other type furnaces; hot stoves, cupolas, dump cars, roasters, converters, digesters, calciners, kilns, skips and skip dumpers, skip trucks, steel chutes and liners; ore, water and toilet cars, chutes, steel bulkhead and doors; water, flood and measuring gates; locks, dams, caissons, spillways, penstocks, sluice and tube work, flume work, water wheels, generator frames, turbine casings and blades, recovery units, deaerators, cracking units, bubble towers, wind tunnels; all sheet iron or steel, stainless steel, aluminum, silver, all other pure metals, alloys and plates, including clad or bonded plate of sixteen (16) gauge or heavier, in shops or field construction work, except where agreements exist with other International Unions.

(c) The manufacturing, fabrication, laying out, construction, erection, assembling, installation, altering, remodeling, repairing, wrecking, testing, inspection and maintenance of all iron and steel ships (naval or commercial); marine vessels, tankers, barges, dredges, pontoons, boats and composite marine vessels; light buoys; floating dry docks, including the following work: shearing, beveling and grinding, cutting, chipping, punching, riveting, caulking, drilling, bolting, tapping, reaming, rolling, forming, fairing, aligning, erecting, raising, handling and rigging; rigging loft; acetylene and other cutting; burning and heating; welding, all processes; oil, water, or other tight ship tanks, bins, vats, and hoppers; mold doors, ventilators, foundations, pillars, stanchions, inboard and outboard fitting, hawse pipes, bits, chocks, plugs, pads, ring bolts, railings, ladder; grating, doublers, stiffening rings, fire-engine room and portable floors and platforms, all fittings, boiler making, mold lofting, anglesmithing, shipfitting, scaffold building (steel, including pre-fitted planks), frame bending (hot or cold), iron hanging and erecting, keel laying, main and auxiliary docking keel, stem and stern posts, struts, framing beams; docks, superstructure, bridges, fighting tops and enclosures; gun ports, hatches, man holes, scuppers, ammunition hoists and boxes, cartridge boxes, ducts, trucks, cowels, service lockers, turrets, drip pans, water shed, metal reels, boat stowage, warping, food and deck gear, davits, searchlight platforms; metal fittings in connection with ground tackle; leadsman platforms, skylights; stacks, breeching, uptakes and connections; funnels, decks, landing decks on airplane carriers, including airplane and other elevators; docking and undocking of all types of ships and vessels.

(d) All nuclear reactors, both homogenous and heterogeneous, all components and reactor systems as applied to all branches of our trade, including but not limited to core elements, core control rods, safety rods, core tanks, thermal and biological shields, core tank containment, reflectors, breeding material, controls and instrumentation, plugs, pressure and containment vessels, loading devices, transfer equipment, coffins, pressurizers, heat transfer equipment (primary and secondary), coolant containers, air ducts, fans, stacks, cold and hot traps, ion

chambers, dump tanks, caves and hot cells, fuel element, storage racks, decay tanks, sampling devices, rabbit holds and thimbles, seals and environmental shielding.

(e) The operation of any machine or device, or the use of any method or process employed in the manufacture, fabrication, construction, installation, alteration, repairs, etc., on work coming under the jurisdiction of this International Brotherhood shall be operated and performed by mechanics of our trade, for example: power and rolls; bending machines, hot and cold; flanging machines; hydraulic presses, hot or cold; punches, shears, plate planes, power and fraction saws, bolt cutters and threaders, tube welding and swedging machines; bull, jam, and yoke riveters; portable air and electric motors; heating, annealing and heat treating furnaces and devices; welding and pantograph cutting machines, including demonstrators.

(f) All blacksmith work in railroad shops, shipyards, navy yards, arsenal and naval stations, automobile shops, carriage and wagon shops, motorcycle shops, contract shops, frog and crossing shops, drop forge shops, forge shops; spring shops, chain shops; nut, bolt and rivet shops; acetylene, electric, heliarc and thermic welding shops; and all boilermaker and blacksmith work in all other shops where such work is done.

(g) All forging, all welding, whether by acetylene, electric, thermic or any other process; all flue and tube welding; straightening of iron and steel, both hot or cold; all blacksmiths' work on structural shaped steel; all forging, tempering and dressing of tools, including sharp edge tools and instruments; bending and straightening or angle iron, channel iron, T-iron and I-beams, whether done hot or cold, from furnaces or fires; operating forging and upsetting machines, drop forging and trimmers, both hot and cold; axle forgers, bolt machines, bulldozer and machine work, or any machine doing blacksmith work; all work performed on Bradley hammer; punch and shear machines, when connected with the blacksmith department, hot or cold; hand, steam or air press machines; all frames on engines, cars, tanks and trucks; all welding of rails, building up switch points and frogs and all track work; all dredge dipper and steam shovel work; hardeners, case hardeners, annealers and heat treaters and the reclaiming of scrap.



(h) Automobile and wagon and carriage shops, putting on, taking off and fitting auto fenders; putting on running board and brackets; building and rebuilding fire trucks; making and repairing all springs, putting on and taking off all springs, making all springs and spring fittings; setting and riveting when done in conjunction with blacksmith work; grinding pertaining to blacksmith work; benders, resetters, bath men, forgers and finishers.

(i) Putting on and taking off rubber tires, putting flanges on wheels, putting on and repairing bumpers, putting on and taking off wheels, putting on and riveting fiber on brake bands, putting on and taking off radius rods, putting on pyrene brackets, repairing and setting all axles, straightening and repairing of auto frames, putting on brackets for radiator, fitting up windshields, putting handles on doors, fitting hand rail on back of auto, fitting up gongs. All drilling and filing, lining up wheels, adjusting brake rods, tip welding and tiresetting, making and putting on license brackets, headlight brackets, making and putting on body iron.

(j) All blacksmiths, tool and die makers' helpers, furnace operators, heaters, hammersmiths, heavy forgers, hammerdrivers, drop forgers, trimmers; bolt making, shell forging, machine bolt making; operating bulldozers used for forging, shaping and forming of metal; hot or cold angle iron smithing; flue acetylene, electric, thermic tube welding; chain making, tool dressing, granite tool sharpening, ornamental and structural iron smithing; punch, shear and roll operating, automobile and vehicle smithing and finishing, spring making, mine smithing, glass house smithing, rock drill sharpening, tempering, case hardening, bi-chloride tempering, annealing and heat treating, air and hydraulic presses, hot or cold, in connection with blacksmiths' work; lever and crane operating; stockmen, carriage and wagon smithing and finishing; machine forging, aeroplane smithing, surgical instruments and sharp edge tool making, dock smithing, inside iron and grill work, hot or cold press and stamping machines, construction smithing, safemaking equipment and hot wire drawing.

(k) All the foregoing and, in addition thereto, any other work which now or in the future may, as industries develop, fall naturally within the scope of the jurisdiction of the International Brotherhood of Boilermakers, Iron

Shipbuilders, Blacksmiths, Forgers and Helpers, shall constitute work coming under its jurisdiction, and shall be performed by members of the aforesaid organization.

(l) There shall be no change in the established practice in the railroad industry with respect to the handling of jurisdictional disputes between the Boilermakers and the Blacksmith crafts. The existing machinery in effect will be used.

(m) Where other materials are used as a substitute for metal or where equipment is developed of materials other than metal of the type covered by the foregoing paragraphs, such material or equipment is equally covered under this Article.

### **ARTICLES OF AGREEMENT**

This Agreement is between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge No. 169, hereinafter referred to as the "Union," and firms whose signatures are affixed hereto, hereinafter referred to as "Employer."

This Agreement shall apply exclusively to field construction work in all counties in the State of Michigan with the exception of Hillsdale, Lenawee and Monroe, by signatory Employers.

### **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 so to do, a majority of the employees by the Employer herein.

Whereas, it is the intent of the Employer and the Union to establish working rules to carry out the intent of the jurisdictional agreements and work rules agreement

between the Building Construction Trade Department AFL-CIO and Boilermakers and the National Construction Association effective April 1, 1971.

Now, therefore, the undersigned Employer and Union in consideration of the mutual promise and covenants contained in this Agreement, agree to abide by and further these understandings to the best of their ability as follows:

**ARTICLE 1**  
**Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Boilermaker journeymen, apprentices and helpers in the employ of the Employer with respect to wages, hours and other terms and conditions of employment herein expressed in the performance of all work coming within the terms of this Agreement, subject to the provisions of existing law.

**ARTICLE 2**  
**Function of Management**

The Company shall have the right to determine the extent of his operations at all jobsites including but not limited to the selection of the kind of materials, supplies, or equipment used in the prosecution of the work. The right to plan, direct and control jobsite operations; to screen applicants, to hire, promote, layoff, discipline or discharge for proper cause; to maintain efficient work standards and to introduce new, improved or different methods of facilities for any purpose including more efficient and economic operation.

**ARTICLE 3**  
**Changing Terms of Agreement**

Under no circumstances shall job stewards or any employee make any arrangements with foreman or management that will change or conflict in any way with any section or terms of this Agreement.

**ARTICLE 4**  
**Welding Tests**

Any welder who is required to take a test shall be paid for the time required to take the test. Any welder who travels in excess of 150 miles from point of referral and is required to take a welding test, shall be paid for time

to take the test and shall be allowed to work the duration of the shift. Employee will receive a certification card and Union will be sent confirmation of same.

On any test on pipe or alloy coupons, the welder shall be allowed reasonable practice period as determined by the Employer.

## **ARTICLE 5**

### **Stress Relieving - Non-Destruct Testing**

Stress relieving of welds performed on work welded by the Boilermaker will be assigned to the Boilermakers subject to Trade Agreements or Decisions of Records.

Any non-destruct testing crew testing Boilermakers welds and/or equipment shall have a minimum of one (1) Boilermaker assigned to the crew when manual assistance is required that cannot be done by the technician.

It is understood that manual assistance does not include the handling of testing equipment which must be handled by the technician who is specifically trained in the proper and safe operation of such equipment.

## **ARTICLE 6**

### **Union Security, Assessment, and Dues Check-Off**

As of the effective date of this Agreement, all employees under the terms of this Agreement must be or become members of the Union seven (7) days thereafter; the employees hired after the effective date of this agreement shall be or become and remain members of the Union seven (7) days after their date of employment in accordance with the provisions of the National Labor Relations Act.

The Employer will deduct from the wages of each employee the current Union Field Dues, Labor Affiliation's Assessments, and Boilermaker Local 169 Assessments as certified by the Union when authorized by the Employee as herein provided.

Deductions shall be made only where there is in effect and in the possession of the Employer a voluntary written assignment executed by the employee on standard forms and the deduction shall be promptly remitted to the Financial Secretary of Local 169.

Upon presentation of a signed authorization card, the obtaining of which shall be the responsibility of the Union, the Employer shall withhold field dues at the applicable rate and current Labor Affiliation's assessments and Boilermakers Local 169 assessment combined in the amount of \$0.25 cents per hour worked, and submit same to local office no later than fifteen (15) days after the end of the month in which the dues accrued. The Union holds the Employer harmless and agrees to defend the Employer fully in any litigation resulting from this activity which is deemed to be a service to the Union by the Employer.

In the event the Employer has employees who refuse to sign such "Authorization for Check-Off from Wages" form, their names and hours worked shall also be placed on this form with same being indicated.

## **ARTICLE 7**

### **Trade Jurisdiction**

This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen, Boilermakers, apprentices and helpers employed in the boilermaking trade by a signatory Employer; including, but not limited to boilermaking, welding, acetylene burning, riveting, fitting up, grinding, reaming, impact machine operating, unloading and handling, of Boilermakers' material and equipment and such other work that comes under trade jurisdiction of the Boilermakers.

Journeymen boilermakers may be required to perform any work coming within the scope of this Article.

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers as revised and adopted at the 24th Consolidated Convention in Denver, Colorado, August 13-17, 1973 Article XI, pages 40 through 48 titled "Established Jurisdiction of the Trade" and set forth preceding this Agreement. It is understood that the claims are subject to Trade Agreements and Final Decisions of the AFL-CIO as well as the decisions rendered by the Impartial Jurisdictional Disputes Board for the Settlement of Jurisdictional Disputes.

There shall be no work stoppage because of jurisdictional disputes except in the case of non-compliance with the Impartial Jurisdictional Disputes Board Procedural Rules. In such instance or instances, any enforcement action taken must be approved specifically by the International President of the Union. It is understood, however, a Company will not be considered as in non-compliance in the event another trade or trades claims jurisdiction over work in which case it shall be considered as a bonafide jurisdictional dispute.

No Employer shall subcontract any of the Field Construction Work described herein which is to be performed at a jobsite to any Contractor, Subcontractor or other person or party who does not comply with all the terms of their Field Construction Agreement in effect in the area where the work is erected, which has been approved by the International Brotherhood, and does not stipulate in writing compliance to the applicable fringe benefit funds and the Trust Agreement or Agreements covering same. Also the loading, unloading, necessary maintenance, erection, installation removal and dismantling of all the above.

The Employer agrees that any Contractor subletting work shall stipulate that the Subcontractor be bound by the established procedural rules and regulations of the Impartial Jurisdictional Disputes Board in the assignment of work.

Any Prime or Subcontractor shall notify the Union before undertaking any work outlined under the Prefacing or Trade Jurisdiction articles of the Agreement.

The Employer agrees, upon request of the Business Manager and the International Vice President of the area, to write a letter of assignment upon his company stationery listing in detail the work assigned to the Boilermaker on that job.

## **ARTICLE 8**

### **Hiring of Men**

The referral of men shall be in accordance with the provisions of Local Joint Referral Rules and Standards for Lodge Number 169. During periods of full employment which deplete primary and secondary out-of-work lists, it may become necessary to refer applicants for employ-

ment who are less than fully qualified as field construction boilermakers. At such times, the following is agreed upon:

The Employer shall, under the terms of the Local Joint Referral Rules and Standards for Lodge number 169 request the Union to furnish all competent and qualified field construction boilermakers and boilermaker apprentices. The Employer in requesting the Union to furnish such applicants shall notify the Union, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

In the event the Union is unable to fill requisition for applicants within forty-eight (48) hours, the Employer may employ applicants from any other available source.

All signatory Contractors shall report all jobs to the Local 169 dispatcher as soon as they start.

The dispatcher shall inform the Contractor(s) requesting referrals of the known qualifications of individuals under consideration for referral who are not eligible to be registered on the primary or secondary out-of-work list. (It is expressly understood that contractor inquiries pertaining to individuals available for referral be limited to issues of qualification rather than name.)

Should, in the Contractor's opinion, then known qualifications of individuals available not meet his needs, he has the right to request that referral not be made and such request shall be honored.

Less than fully qualified boilermakers who are referred as applicants and employed, and who are not journeymen in any building trades metal-working craft, shall be paid 60% of the journeyman boilermaker basic rate of pay. (See Article 20 for wages and fringe details.)

The Employer reserves the right to request that individuals not referred from primary or secondary out-of-work lists furnish satisfactory evidence of their qualification and skill. However, when the request for a special skill is certified welder, the Contractor may only order five (5) additional welders per shift in addition to the number of operating welding leads or whips that will be available on that jobsite.

The Employer and the Union shall both post in such places as notices are customarily posted, a copy of this Article.

If upon notice from the International that a new hiring procedure has been developed, insofar as the foregoing Article is concerned, this Agreement may be opened upon thirty (30) days' notice from Local Union 169 and conferences will be arranged for the purpose of discussing the new hiring arrangement.

## **ARTICLE 9**

### **Hours of Work**

**Section 1.** Eight (8) consecutive hours, exclusive of a one half hour lunch period, between 8:00 AM and 4:30 PM shall normally constitute a day's work and forty (40) hours per week, Monday through Friday inclusive, shall constitute a week's work. The regular starting time of the work day may be changed at the discretion of the Employer between the hours of 7:00 AM and 8:00 AM to take advantage of daylight hours, weather conditions, shift or traffic conditions. The variation of the starting time will not exceed one hour without mutual consent of the parties involved.

The Employer may implement a four-ten hour work week, ten consecutive hours, exclusive of half hour lunch period by mutual consent of Union and Employer.

**Section 2.** Clean Up. This would be on repair work that is excessively dirty. A reasonable time will be allowed for those employees who have to clean up.

## **ARTICLE 10**

### **Overtime and Holidays**

**Section 1.** Effective July 1, 2007, all hours performed in excess of the standard work day, Monday-Friday and all hours worked on Saturday, shall be paid at the rate of time and one-half. Double-time rates shall apply on all hours worked on Sundays and holidays enumerated in Section 2.

**Section 2.** Double time rate shall apply on Sunday and following holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, President's Day, Labor Day and Christmas Day. President's Day shall be observed the day after Thanksgiving. Should any of the above men-



tioned holidays fall on a Saturday or Sunday, the day observed by the State or Nation shall be considered as the holiday. No work to be performed on Christmas or Labor Day, except to preserve life or property.

**Section 3.** Lunch periods worked - Employees assigned to work during lunch period shall receive overtime and be allowed one half hour to consume their lunch on the Employer's time after completing such necessary or emergency work during their normal lunch period. If time to consume a meal is not allowed, the employee shall receive an additional one half hour at the overtime rate.

**Section 4.** Overtime is not to be demanded of any Employer by any Employee or applicant for employment as a condition of employment.

## ARTICLE 11 Shifts

**Section 1.** Shift work may be established by the Employer on the following basis: There shall be no shift work established except by mutual agreement between the Employer and the Union. In an emergency where it is impractical and impossible to contact the Union, shift work may be established by the Contractor but the Union shall be notified of same.

**Section 2.** The regular starting time of the first or day shift shall be 8:00 AM; the regular starting time of the second shift shall be 4:30 PM; and the regular starting time of the third shift shall be 12:30 AM. The foregoing starting times may be changed when mutually agreed to between the Employer and the authorized representative of Local Lodge 169.

**Section 3.** Where two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven (7) hour basis; the third shift shall be established on a seven (7) hour basis. The pay for the second and/or third shift for full time shall be equivalent to eight (8) times the employee's regular hourly rate. Employees working the second and third shifts shall receive the shift premium pro-rated for an hours worked.

**Section 4.** When a job is to run for less than five (5) consecutive days it will be considered a short or irregu-

lar shift work job and the second and/or third shift shall be paid for at the overtime rate, or an arrangement can be worked out between the Employer and the authorized representative at Local Lodge 169, where two (2) shifts can be worked.

**Section 5.** Day shift employees working overtime and required to work after 1:00 AM and laid off before 6:00 AM shall be paid to 6:00 AM at the overtime rate provided for in Article 10. This does not apply to employees working on the second shift.

**Section 6.** When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift, he will be allowed thirty (30) minutes to obtain a meal without loss of pay, and every four (4) hours thereafter. When a second lunch period if necessary that is unscheduled, the contractor will provide means for obtaining lunches.

**Section 7.** Any employee called to work at any time other than his regular shift shall be paid at the overtime rate for all such time worked within any one twenty-four (24) hour period.

**Section 8.** No employee shall be required to work more than eight (8) hours in any twenty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. The overtime rate will be paid to employees continuously employed beyond twenty-four (24) hours until they receive an eight (8) hour break.

## ARTICLE 12

### Minimum pay and Reporting Time

Any employee starting to work, or called to work after starting time of a shift, Monday through Sunday, shall receive not less than four (4) hours' pay, at the applicable rate, and if such employee is required to continue on the second period of the shift, he shall receive not less than a full day's pay.

Should an employee be required by the Employer to report for work and not given work he shall receive two (2) hours' pay.

The foregoing requirements shall not be applicable where the employee voluntarily quits or lays off, or is laid off by reason of bad weather, breakdown of machinery or any other cause beyond the direct control of Employer, in which event he shall be paid: (1) no less than two hours pay, (2) for the time actually worked, or (3) the time required to remain on the job, whichever is greater. In order to qualify for the pay provided for in this Article, the employee must remain on the job, available for work, during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. The Employer shall determine when weather conditions on the job are such that the men shall or shall not work. These conditions will be discussed with the job steward; however, the final decision shall rest with the Employer.

### **ARTICLE 13**

#### **Transportation Allowance**

Contractors that pay eligible employees transportation allowance for work performed within the jurisdiction of Local 169 shall also pay the same transportation allowance to any man assigned to work under the scope of the Agreement at the same project. The transportation allowance will be paid as follows:

1. There shall be four (4) focal points as follows:  
Detroit, Saginaw, Lansing and Escanaba
2. Transportation allowance shall be paid from the City Hall of the aforementioned focal points on the following schedule on each day worked:
  - 0-25 Mile Radius - No Allowance
  - 25-35 Mile Radius - \$5.00
  - 35-50 Mile Radius - \$7.00
  - Over 50 Mile Radius - \$8.00

(Where the variance between radius and road miles is greater than one mile - road miles will be used.)

Example: In the 25 to 35 mile zone, if the project is located on the 24 mile radius line and road miles is measured 26 miles, then we would have more than a 1 mile variance between the radius and road miles, and road miles would be used. If the road miles measured 25 miles, the project would be in the 25 mile zone. This example would apply to all zones.

3. 35-50 mile radius each man shall receive Seven Dollars (\$7.00) per day worked, over 50 mile radius Eight Dollars (\$8.00) per day plus Twenty-one Cents (21 cents) per road mile from the City Hall of the nearest aforementioned focal point by the most direct route to the jobsite on the first and last day of employment.
4. Except that any man who shall resign of his own volition previous to the time of completion to the project shall not receive return mileage allowance.
5. Any man laid off or discharged shall receive return mileage allowance as outlined in Section 3.

## **ARTICLE 14**

### **Pay Day**

**Section 1.** Men shall be paid weekly on a designated day during working hours, and in no case shall more than three (3) days be held back in any one payroll period. Failure to pay wages during working hours, on specified day, men shall receive overtime for waiting.

**Section 2.** Employees who are discharged from the service of the Employer shall receive their wages and personal property immediately thereafter.

**Section 3a.** The employee shall be furnished a separation slip at time of termination showing the reason for such termination, such termination shall be for proper cause.

**Section 3b.** The Employer agrees that when a customer denies access to jobsite or arbitrarily instructs the Employer to discharge an Employee, that he will furnish to the Union a detailed explanation of such customer's actions.

**Section 4.** When an employee is to be terminated due to a reduction in force, he shall be notified one hour in advance of quitting time when possible.

**Section 5.** Payroll check cashing shall be made available locally for all Boilermaker employees by the contractor they are employed by. This shall be arranged as conveniently as possible.

## ARTICLE 15

### Access to Jobs and Duties of Stewards

#### A. Access to Jobs.

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

#### B. Duties of Stewards

**Section 1.** A steward shall be a working journeyman appointed by the Business Manager of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward reasonable amount of time for the performance of such duties. Stewards shall receive the regular journeyman's rate of pay. The steward shall be one of the first employees on the project and on the completion of the project, he shall be one of the last employees laid off, provided the steward is capable of doing the work assigned to him.

**Section 2.** The steward's duties shall be to settle any grievance that might arise on the job, subject to the confirmation of the Business Manager. If he is unable to do so, the Business Manager shall be notified and if he is unable to settle the grievance he shall notify the International President of the International Brotherhood at once, giving in detail a full report of said grievance.

**Section 3.** If an employee becomes sick or injured on the job, an Employer representative (erector, assistant erector; timekeeper; or teamster) shall accompany him to his home or hospital, if necessary, at time of injury or sickness.

**Section 4.** The steward shall see that this Agreement is fully complied with, and report any infraction thereof to the Business Manager.

**Section 5.** When three (3) men or more are required to work overtime, the steward shall be on the job, providing he can do the work assigned to him.

## ARTICLE 16 Supervision

All foreman and general foremen shall be practical mechanics of the trade.

The selection of the foremen and general foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of foremen and general foremen the Employer will give first consideration to the qualified men available in the locality without persuading any employees to leave on Employer for another. The Employer shall have the right to send general foremen into any local territory where work is being performed.

There shall be a foreman on every job and he shall be paid general foreman rate of pay after fifteen (15) men are employed. After twenty (20) men are employed, there shall be in additional foreman employed and as many foremen, thereafter, as deemed necessary by the Employer with the understanding that no foreman shall be responsible for over twenty (20) men at any one time.

Where six (6) or less men are employed on a job, one (1) shall be a foreman who shall work with the tools if required by the Employer. Where seven (7) or more men are employed on a job, one (1) shall be a foreman who shall not work with the tools but act in a supervisory capacity. Should an emergency arise, the foreman can perform any task necessary to help correct the situation.

It is agreed that all classifications of foremen referred to herein shall accept instruction from the Employer's erector or erectors. However, the erector or erectors shall not give direct instructions to the other employees covered by the terms of this Agreement.

The general foreman shall receive a minimum of four dollars (\$4.00) per hour above the journeyman's rate and the foreman shall receive a minimum of two dollars and fifty cents (\$2.50) per hour above the mechanic's rate of pay. In addition, the General Foreman will receive \$0.28 per hour the first year, an additional \$0.10 the second year, and an additional \$0.10 the third year over the Journeyman annuity rate. The General Foreman will receive \$0.20 per hour the first year, an additional \$0.10 the second year, and an additional \$0.10 the third year over the Journeyman vacation rate. The Foreman shall receive a minimum of two dollars and fifty cents (\$2.50) per hour

supervision pay above the Journeyman's rate of pay. In addition, the Foreman will receive \$0.15 per hour the first year, an additional \$0.06 the second year, and an additional \$0.06 the third year over the Journeyman annuity rate. The Foreman will receive \$0.12 per hour the first year, an additional \$0.06 the second year, and an additional \$0.06 the third year over the Journeyman vacation rate.

All future increases levied by the National Pension Trust will be based on a percentage of the current journeymen's labor rate. This additional cost will be paid by each employee for the pension plan increase. All increases above the Journeymen increases (i.e. General Foremen and Foremen) will be paid for by the Employer as part of their supervision cost as outlined above.

When working as a general foreman, an employee shall be guaranteed a forty (40) hour week, except as modified as follows:

(a) If a job is completed or is terminated, or if work is temporarily suspended, a general foreman can be laid off at the time of such completion, termination or suspension, and he shall receive pay only for actual hours worked.

(b) If it becomes necessary to reduce the working force on a job, the general foreman included in reduction shall receive pay only for the actual hours worked.

(c) He must be available for work during period, or periods, for which he is paid.

(d) He must be regularly employed as a general foreman for a period but not less than three (3) weeks to be entitled to a guaranteed forty (40) hour week.

## **ARTICLE 17**

### **Piece Work, Limitation and Curtailment of Production**

There shall be no bit or task work; nor shall there be any limit on or curtailment of production.

Bonus or gain/loss sharing arrangements may be agreed to between the Business Manager and the Contractor on a job to job basis.

## **ARTICLE 18**

### **Medical Treatment and Examination**

Employees required to take time off from their employment during working hours to secure treatment because of injuries or sickness arising out of and in the course of their employment shall receive pay for such time, plus necessary expense incurred in so doing. However, this shall not be abused.

Employees shall have choice of doctor and/or choice of any local hospital in connection with any injury or illness arising out of and in the course of their employment with any Employer, with the understanding that in extreme emergency the closest doctor and/or hospital will be used.

Employees shall not be required to take a physical examination, and there shall be no age limit, except as provided by law.

Employees who, as a result of a job-oriented injury are unable to return to their assigned jobs for the balance of the shift on which they were injured, shall be paid for all wages lost on that shift.

Employer shall notify the Union Hall of the name, address, and phone number of their workers' compensation carrier.

If requested by the employee, a copy of the Employer's "First Report of Injury" Form shall be furnished when an on-the-job injury has necessitated a doctor or hospital visit.

## **ARTICLE 19**

### **Grievance and Arbitration Procedure**

All grievances involving the interpretation and application of this Agreement, other than those pertaining to general wage rates or jurisdictional disputes, that may arise on a job covered by this Agreement shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout:

(a) Any such grievance shall be first considered by representatives of the Local Union and the Employer, and if not settled within five (5) days, it will be reduced to writing and submitted to,



(b) The International representative of the Union and the Employer or Employers involved, and if not settled within five (5) working days,

(c) Then the grievance shall be submitted in writing within five (5) working days to an Arbitration Committee consisting of a representative of the Union, a representative of the Employer, and a third member to be chosen by those two (2) jointly. The decision of the majority of the Arbitration Committee shall be final and binding on the parties involved. Such decisions shall be within the scope and terms of this Agreement, but shall not change such scope and terms; shall be rendered within ten (10) working days from the time of reference to the Arbitration Committee; and shall specify whether or not it is retroactive and the date thereof.

If the two members of the Arbitration Committee fail to select a neutral member within two (2) working days, the two members already appointed shall within two (2) working days call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either Employer or the Union's representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within the said two (2) working days the other representative shall have the authority to make such request.

The expense of the third member of the Arbitration Committee shall be borne equally by the Union and the Employer. All other expenses of the Arbitration procedure will be borne by the party incurring them.

Any grievance must be submitted in writing to the other party within fifteen (15) working days of occurrence or it will be considered closed.

However, it shall not be a violation of this Agreement for the Union or its members to refuse to cross a picket line and perform work in any instance:

(a) Where the purpose of picketing is lawful, and is duly authorized by the Boilermakers' International or the Building Trades Council having jurisdiction.

(b) Where the establishment thereof is not contrary to or in violation of any valid law.

**ARTICLE 20**  
**Wage and Fringe Benefit Contributions**

**Section 1.** Effective January 1, 2014 through December 31, 2014 the following scale of wages shall apply:

<b>Straight Time</b>	<b>JM</b>	<b>GF</b>	<b>F</b>	<b>A8</b>	<b>A7</b>	<b>A6</b>	<b>A5</b>	<b>A4</b>	<b>A3</b>	<b>A2</b>	<b>A1</b>	<b>LTQ</b>
Base Rate:	32.78	36.78	35.28	31.14	29.50	27.86	26.22	25.40	24.59	23.77	22.95	19.67
*Vacation:	3.00	3.20	31.2	2.85	2.70	2.55	2.40	2.33	2.25	2.18	2.10	1.80
Pension:	13.38	15.16	14.48	12.72	12.04	11.38	10.70	10.39	10.06	9.72	9.36	8.03
Annuity:	3.00	3.20	31.2	2.85	2.70	2.55	2.40	2.33	2.25	2.18	2.10	1.80
Health & Welfare:	7.07	7.07	7.07	7.07	7.07	7.07	7.07	7.07	7.07	7.07	7.07	7.07
Apprenticeship (\$0.35/ MOST (\$0.25):	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Training:	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44
Welder Certification:	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Sick & Injury:	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Supplemental Welfare:	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
<b>Totals =</b>	<b>61.32</b>	<b>67.50</b>	<b>65.16</b>	<b>58.72</b>	<b>56.10</b>	<b>53.50</b>	<b>50.88</b>	<b>49.61</b>	<b>48.31</b>	<b>47.01</b>	<b>45.67</b>	<b>40.46</b>

<b>Time &amp; 1/2</b>	<b>JM</b>	<b>GF</b>	<b>F</b>	<b>A8</b>	<b>A7</b>	<b>A6</b>	<b>A5</b>	<b>A4</b>	<b>A3</b>	<b>A2</b>	<b>A1</b>	<b>LTQ</b>
Base Rate:	49.17	55.17	52.92	46.71	44.25	41.79	39.33	38.10	36.89	35.66	34.43	29.51
*Vacation:	4.50	4.80	4.68	4.28	4.05	3.83	3.60	3.50	3.38	3.27	3.15	2.70
Pension:	20.07	22.74	21.72	19.08	18.06	17.07	16.06	15.59	15.09	14.58	14.04	12.05
Annuity:	4.50	4.80	4.68	4.28	4.05	3.83	3.60	3.50	3.38	3.27	3.15	2.70
Health & Welfare:	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61
Apprenticeship (\$0.35/ MOS) (\$0.25):	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Training:	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44
Welder Certification:	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Sick & Injury:	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Supplemental Welfare:	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
<b>Totals =</b>	<b>90.94</b>	<b>100.21</b>	<b>96.70</b>	<b>87.04</b>	<b>83.11</b>	<b>79.21</b>	<b>75.28</b>	<b>73.37</b>	<b>71.42</b>	<b>69.47</b>	<b>67.46</b>	<b>59.65</b>

<b>Double Time</b>	<b>JM</b>	<b>GF</b>	<b>F</b>	<b>A8</b>	<b>A7</b>	<b>A6</b>	<b>A5</b>	<b>A4</b>	<b>A3</b>	<b>A2</b>	<b>A1</b>	<b>LTQ</b>
Base Rate:	65.56	73.56	70.56	62.28	59.00	55.72	52.44	50.80	49.18	47.54	45.90	39.34
*Vacation:	6.00	6.40	6.24	5.70	5.40	5.10	4.80	4.66	4.50	4.36	4.20	3.60
Pension:	26.76	30.32	38.96	45.44	24.08	22.76	21.41	20.78	20.12	19.44	18.72	16.06
Annuity:	6.00	6.40	6.24	5.70	5.40	5.10	4.80	4.66	4.50	4.36	4.20	3.60
Health & Welfare:	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14
Apprenticeship (\$0.35/ MOST (\$0.25):	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Training:	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44
Welder Certification:	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Sick & Injury:	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Supplemental Welfare:	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
<b>Totals =</b>	<b>120.55</b>	<b>132.91</b>	<b>128.23</b>	<b>115.35</b>	<b>110.11</b>	<b>104.91</b>	<b>99.68</b>	<b>97.13</b>	<b>94.53</b>	<b>91.93</b>	<b>89.25</b>	<b>78.83</b>

Field Dues are 4.5% of the GROSS WAGES (base + vacation)

Special Assessments = \$0.25 deduction per hour worked

\*Subject to Federal Withholding & FICA

**Effective January 1, 2015:** \$1.60 increase to the total package

**Effective January 1, 2016- June 30, 2017:** \$1.65 increase to the total package

The above increases will be allocated by the Union. All increases for periods prior to January 1, 2014, shall remain unchanged, as per the parties' current Underlying Agreement.

(Contact the Boilermakers Local 169 Union Hall for updated wage sheets)

The foregoing increases, when they take effect, shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same take effect. Solely to the extent necessary in order to preserve the grandfathered status of the Underlying Agreement, as hereby extended, under P.A. 348, the parties agree that any and all terms that take effect in the future, shall be treated as a freestanding settlement, separate and distinct from the Underlying Agreement, as hereby extended. Except as herein amended, the terms and conditions of the Underlying Agreement shall remain in full force and effect for its entire term, as hereby extended.

**Section 1a.** One (1) Apprentice shall be employed on jobs employing six (6) Journeymen and one (1) apprentice for each five (5) Journeymen thereafter.

Field dues are to be paid at the applicable rate of gross amounts of (base wages and vacation only). Transportation, as spelled out in Article 13, is not to be subject to field dues assessments.

**Section 1b.** If an apprentice is required to miss work to attend apprentice training that apprentice shall be reimbursed for actual time lost, not to exceed four (4) hours at the straight time rate of pay.

The apprentice must provide a signed and dated attendance slip issued by the instructor to qualify for reimbursement.

**Market Recovery** - On a job-by-job or area basis at the request of the Contractor and approval by the Business Manager or his designee, a job may be targeted by a market recovery program.

**Section 2.** The foregoing rates shall apply on all new work away from the shop; all engineering changes; all old tanks, boilers, or other equipment that is to be cut down and re-erected or re-assembled; all work performed by employees covered by the terms of this Agreement when directly employed by any Federal, State, County, City or other municipal departments, or others who have not signed agreements with Local No. 169; for all work performed on high pressure boilers and related equipment at institutions, or others who pay Building Trades wages when employing men directly from any Building Trades Local Union; all work performed where a partial repair is required in conjunction with an engineering change or alterations; repair work or alterations on low pressure boilers or auxiliary equipment except where the Employer operates a local contract and/or repair shop and is under agreement with Local No. 169 covering this class of work.

### **Section 3. Fund Miscellaneous.**

(a) **Adoption of Plan and Trust Provisions.** The Employer does hereby accept and adopt the Plan, Trust Agreements and any other administrative documents as amended from time to time, of all of the Funds herein and does hereby accept and adopt all of the terms, conditions and provisions thereof, including all rules and regulations adopted by the Trustees and all of the actions of the Trustees in administering the Trust Funds in accordance with the Trust Agreements.

(b) **Grievance.** The trustees of any of the Funds shall be permitted to file a grievance against a delinquent Employer. However, it is expressly understood that nothing contained in this Article shall deny the Trustees of any of the Funds the right to pursue whatever legal remedies are available to the respective Trustees to collect delinquent contributions or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any of the other provisions of this Article or other Articles of this Agreement inoperative.

(c) **Cost of Collection Charges.** Each Employer shall submit to the Employee Benefit Fund and the Training Fund administrators respectively, no later than the 15th day of the month following the calendar month in which the hours were paid, a list of all Employees, their social security numbers, the number of total hours worked, the gross wages paid and the total contribution due the Trustees of each said Fund, as herein provided. To be timely, the contribution must be postmarked or hand delivered on or before said date. Delinquent contributions, whether mailed or delivered directly, shall be subject to a cost-of-collection charge established by the Fund's Trustees. It is expressly understood that the cost-of-collection charges constitute liquidated damages and are not in any manner to be construed as a penalty. Any delinquent Employer may be required by the Trustees of the respective Funds to submit its contributions on a weekly basis.

In the event it should be necessary to institute legal action to collect any unpaid fringe benefit contributions required under this Agreement, the Employer determined to be delinquent shall be liable for actual legal fees and costs, including but limited to, filing fees, service fees, deposition expenses (including transcripts), witness fees and judgment fees incurred in connection with such legal proceedings.

(d) **Audit.** The Employer agrees to permit any authorized agent or representative of the Trustees of any of the Funds to enter upon the premises of the Employer at any reasonable time to examine and copy such books, records, paper and reports of the Employer as may be necessary to determine whether the Employer is making full payments to the Funds of the amount required herein, including, but not limited to, all check registers, payroll records, and all records of original entry such as general ledgers and journals kept in the ordinary course of the Employer's business. In the event that the audit shall disclose a deficiency in the Employer's contributions, the cost of the audit shall be borne by the Employer, but in no case shall the Employer's cost of the audit exceed the amount of the deficiency.

(e) **Strike.** In the event an Employer fails to make any payments to, or violates any of the rules and regulations or Trust Agreements of any Fringe Benefit Funds,

the Board of Trustees of any said Funds may request the Union to Strike such delinquent Employer and such action taken by the Union shall not be a violation of this Agreement and shall be expressly excepted from the provisions and requirements of the grievance procedure provided for in this Agreement.

(f) **Performance Bond.** In the event of a delinquency, the Trustees may require that such delinquent Employer deposits \$10,000.00 each for the Training Fund and the Employee Benefit Fund, or twice the projected monthly contributions, whichever shall be the greater to protect the Funds. Furthermore, with respect to any Employer executing its first contract in the industry, including but not limited to new corporations, partnerships, or other entities created by existing or former Employers, and Employers having been discharged from bankruptcy, the Trustees shall require a deposit in the aforesaid amount, for each Fund. If deposits are required, the Employer's position may be reviewed in one year by the Trustees of the Funds holding such deposits.

## ARTICLE 21

### Health and Welfare Fund

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

The Employer agrees to send a copy of the monthly Health and Welfare report directly to Local 169 office.

The Employer shall pay into the Boilermakers National Health and Welfare Fund the applicable sum per hour for each hour paid for the Employer by every employee who is covered by this Agreement.

Any increase mandated by Board of Trustees to maintain Plan G coverage shall be borne by the Employee.

## ARTICLE 22

### Boiler-Blacksmith National Pension Trust

The Employer agrees to and shall be bound by the provisions of Appendix "B" attached hereto relating to the contributions to said Pension Trust.



The Employer shall pay into the Boilermaker-Blacksmith National Pension Trust Fund the applicable rate of each covered Employee, based on hours paid.

### **ARTICLE 23**

#### **Great Lakes Area Apprenticeship Fund**

The Employer agrees to and shall be bound by the provisions of Appendix "C" attached hereto and made a part hereof relating to the said Apprenticeship Fund.

The Employer shall pay into the Great Lakes Area Apprenticeship Fund the hourly contribution for every hour worked for the Employer by all employees who are covered by this Agreement. The Apprenticeship Fund contribution shall also include the contribution for the M.O.S.T. Drug Testing Program.

The Employer agrees to and shall be bound by the provisions of the Plan, Trust Agreement and any other governing documents creating the Great Lakes Apprenticeship Fund and all amendments now or hereafter approved by the Board of Trustees. Said documents and amendments are incorporated by reference and made a part of this Agreement.

### **ARTICLE 24**

#### **Local 169 Employee Benefits Funds (Vacation, Sick and Injury, and Supplemental Welfare)**

The Employer shall pay to the Boilermaker-Blacksmiths Local 169 Employee Benefits Fund the applicable rate, for each hour worked by every covered Employee, which contribution shall cover the following fringe benefits that comprise the Employee Benefit Fund:

A. **Vacation Pay.** Contributions are due at the applicable rate of each covered Employee, based on hours paid.

B. **Sick and Injury.** Contributions are due at the applicable hourly rate, for all hours worked by each covered Employee.

C. **Supplemental Welfare.** Contributions are due at the applicable hourly rate, for all hours worked by each covered Employee.

The Supplemental Welfare Fund and the Sick and Injury Fund have been made a part of the Employee Benefits Fund for purposes of providing insurance continuation coverage, disability coverage, and other similar benefits, on the terms and conditions as may be implemented by the Trustees of the Employee Benefits Fund. The Employer agrees to and shall be bound by the provisions of the Plan, Trust Agreement and any other governing documents creating the Boilermaker Local 169 Employee Benefits Trust Fund and all amendments now or hereafter approved by the Board of Trustees, as more particularly described in Appendix D. Said Agreement and amendments are incorporated by reference and made a part of this Agreement.

**ARTICLE 25**  
**Boilermakers & Blacksmiths Local 169**  
**Training Fund**

The Employer shall pay into the Boilermaker and Blacksmith Local 169 Training Fund the applicable sum per hour, for each hour worked for the Employer by all Employees who are covered by this Agreement. The Employer agrees to and shall be bound by the terms and conditions of the Training Fund's Plan, Trust and other governing documents creating said Fund, as amended from time to time.

**Section 1.** In this Agreement, the Boilermakers' and Blacksmiths' Local No. 169 Training Fund is referred to as the "Trust Fund." Members of the Committee and other signatory Employers who are obligated to participate in said Trust Fund will be referred to as "Employer."

**Section 2.** Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Boilermaker' and Blacksmiths' Lodge No. 169 Training Trust Fund and by any amendments to said Trust Agreement.

**Section 3.** The Trust Fund constitutes an irrevocable Trust for the purposes therein set forth and is to be managed at the sole discretion of the Joint Board of Trustees, subject to limitations contained in the Trust Agreement.

**Section 4.** Payment of Employer contributions to the Trust Fund shall be on the dates and in the manner and form prescribed by the Trustees of said Fund.

## ARTICLE 26

### Boilermakers National Annuity Fund

The Employer shall pay into the Boilermaker-Blacksmith National Annuity Trust Fund the applicable rate of each covered Employee, based on hours paid. The Employer agrees to and shall be bound by the provisions of the Plan, Trust Agreement and any other governing documents creating the Boilermakers National Annuity Trust Fund and all amendments now or hereafter approved by the Board of Trustees. Said documents and amendments are incorporated by reference and made a part of this Agreement. On the anniversary date of this Agreement, the Annuity contribution, or any portion thereof, can be transferred to the Pension Fund by vote of the membership. The Employer shall be given notification of any such transfer.

## ARTICLE 27

### Safety Measures - Health and Sanitation

**Section 1.** All work of the Employer shall be performed under mutually approved safety conditions which must conform to State and Federal Safety Regulations. All toilet rooms, wash rooms, and locker rooms shall be maintained in a clean, dry and sanitary condition, properly lighted, heated and ventilated. Pure and properly cooled drinking water shall be furnished to employees at all times.

**Section 2.** When Boilermakers are required to man cranes, mobile hydraulic hoists such as cherry picker or other related mobile equipment and derricks, the Employer representative and foreman on the job, in the interest of efficiency and safety, shall determine the number of men to be employed in the crew. The Steward shall take part in such discussions.

**Section 3.** Scaffolding, staging, walks, ladders, gang-planks and other safety appliances shall be provided where necessary and shall be constructed in a safe and proper manner by competent mechanics.

**Section 4.** It is agreed that the Employers and the Unions shall meet four (4) times each year to discuss accident prevention and general welfare.

These meetings are to be attended by Management, Union Representatives, General Foremen and Stewards.

**Section 5.** Where hazardous conditions prevail and in the interest of safety, one or more mechanics shall be assigned to each welding crew to assist them in the performance of their work.

## **ARTICLE 28**

### **Radiation**

When the National Committee on Radiation Protection and Measurement establish recommendations on a national basis which will govern exposure, this Agreement may be opened upon thirty (30) days notice and conferences will be arranged for the purpose of discussing such recommendations.

## **ARTICLE 29**

### **Agreement Qualifications**

In the event any portion of the Underlying Agreement, as herein extended, is declared to be or becomes inoperative under State or Federal law, the balance of the Underlying Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Underlying Agreement, if requested by either party. That part of the Underlying Agreement which is declared to be in contradiction of said applicable laws shall be suspended in operation, solely within the limits to which said applicable laws are in effect and such suspension shall not affect the operation of any such provisions covered by the Underlying Agreement to which said law is not applicable, nor shall it affect the remainder of the provisions of the Underlying Agreement within the limits to which such law is applicable.

## **ARTICLE 30**

### **Maintenance**

It is agreed that Maintenance, Project, Tank and Demolition Agreements may be worked out at a later date.

## **ARTICLE 31**

### **Contract Administration**

A Joint Labor/Management Committee will be established for review of the Collective Bargaining Agreement throughout the life of this Agreement.

**ARTICLE 32**  
**Substance Abuse Policy**

**Section 1.** The Employers and Union agree to use the Michigan State Building and Construction Trades M.U.S.T. Program on jobs where the M.U.S.T. Program is required by the owner.

The parties will adopt the Mobilization, Optimization, Stabilization and Training Fund (MOST) Safety and Training Program which shall be bound by the Trust Agreement creating the Mobilization, Optimization, Stabilization, and Training Fund and all the amendments now or hereafter approved by the Board of Trustees. Said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto. The funding amount will be (as listed below in the chart) for hours worked for a Joint Safety Program and Annual Drug Screening.

**Effective August 1, 2010:**

Apprenticeship Training - \$0.35 per hour worked  
MOST - \$0.20 per hour worked

**Effective January 1, 2011:**

Apprenticeship Training - \$0.35 per hour worked  
MOST - \$0.25 per hour worked

The January 1, 2011 increase will be implemented if the MOST Board of Trustees determines that MOST is not able to meet financial obligations at that time.

By mutual agreement between the chairmen of the respective committees, this article may be opened up for negotiations at any time during the life of the agreement.

**ARTICLE 33**  
**Indemnification**

The Union will hold each Employer harmless and indemnify it from any loss suffered, including defense costs, as a result of any Employee claim, charge, action, or lawsuit of any kind in which the Employer is named as a party or responding party and is alleged to have violated any provision of P.A. 348 of 2012, including but not limited to any provision related to the deduction or non-deduction or union dues or any other membership obligations, as long as (a) the claim, charge, action or lawsuit is based on an action taken by the Employer following

written notification from the Union, and (b) the Union is given written notice of such claim, charge, action, or lawsuit within 30 days after the Employer is served with and receives same. The Union retains the right to recommend counsel to defend the Employer against such claim, charge, action or lawsuit, and the Employer shall accept such recommendation unless it has a reasonable objection.

### **ARTICLE 34 Duration of Agreement**

This Agreement, as amended and extended, is effective July 1, 2010 and remains in full force and effect until June 30, 2020. The parties agree that the Underlying Agreement, shall be subject to a limited reopener on July 1, 2017, solely for the purpose of renegotiating the wage and fringe benefit package of the Underlying Agreement. Any such limited reopener is not intended by the parties to constitute an extension or renewal of the Underlying Agreement, nor a new agreement, contract, understanding or practice, which in any way limits the ability of the Underlying Agreement, from being grandfathered in under the terms of P.A. 348.

#### **ON BEHALF OF COMMITTEE REPRESENTING EMPLOYERS:**

s/  
Bruce Evenson  
Brian Wimmer  
Jon Parks  
Don Majchrowski  
Ronald Johnson  
Bob Gabrysiak  
Edward Buckle  
Ted Sharp

#### **ON BEHALF OF COMMITTEE REPRESENTING BM LOCAL 169:**

s/  
Robert D. Hutsell, Chairman  
Michael Card, President

This Agreement as negotiated by the foregoing committee is hereby accepted by the parties signatory hereto this 25th day of March, 2013, with the full understanding that this Agreement is between the Union and the individual signatory Employer.

**MEMORANDUM OF UNDERSTANDING 1**  
**Welder Certification Program**

The Employers will assume full responsibility for processing data and maintenance of the Welder Certification Program.

The Employers will contribute \$.05 per hour worked per Article 20 to administer and maintain the Welder Certification Program for duration of Agreement.

Due to their expertise in formulating and maintaining the computerized recordkeeping of the Welder Certification Program, the Employers shall use B & G Processing Systems, Inc. for as long as they deem necessary.

**APPENDIX "A"**  
**National Welfare Fund**

**Section 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" or "Fund." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

**Section 2.** 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.

**Section 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.

**Section 4.** 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.

**Section 5.** Employer hereby authorizes and directs the Committee in this Agreement named as representing the Employer, and as to the future the Committee names 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:

(a) Execute the Agreement and Declaration of Trust establishing the National Welfare Fund and any amendments thereto.

(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 Committees. 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.

**Section 6.** 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 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 or more Employer Trustees and successor Employer Trustees of the Fund.

**APPENDIX "B"**  
**National Pension Trust Fund**

**Section 1.** In this 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."

**Section 2.** Employer agrees to be bound by the Trust Agreement entered into as of June 2, 1960, establishing the Boilermaker-Blacksmith National Pension Trust and by any amendments to said Trust Agreement, adopted any time thereafter.

**Section 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 qualified under Section 401(a) of the Internal Revenue Service 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.

**Section 4.** 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.

**Section 5.** 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.

(a) Execute the Trust Agreement establishing the National Pension Trust and any amendments thereto.

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

(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 to execute any document on behalf of the Committee and/or Employer and/or some of the other Employers covered by this Agreement.

**Section 6.** 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.

**APPENDIX "C"**  
**Area Apprenticeship Fund**

**Section 1.** In the Agreement to which this is an 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."

**Section 2.** 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.

**Section 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.

**Section 4.** 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.

(a) Execute the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds and any amendments thereto;

(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.

(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 "D"**

**Boilermakers Local 169 Employee Benefit Fund  
(Vacation, Sick & Injury and  
Supplemental Welfare)**

**Section 1.** In the Agreement to which this is an Appendix and in this Appendix, the Boilermakers' and Blacksmiths' Local No. 169 Employee Benefit Fund is referred to as the "Trust Fund." Members of the Committee and other signatory Employers who are obligated to participate in said Trust Fund will be referred to as "Employer."

**Section 2.** Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Boilermakers' and Blacksmiths' Lodge No. 169 Employee Benefits Trust Fund and by any amendments to said Trust Agreement.

**Section 3.** The Trust Fund constitutes an irrevocable Trust for the purposes therein set forth and is to be managed at the sole discretion of the Joint Board of Trustees, subject to limitations contained in the Trust Agreement.

**Section 4.** Payment of Employer contributions to the Trust Fund shall be on the dates and in the manner and form prescribed by the Trustees of said Fund.

### Jurisdictional Area Map



