

# **WESTERN STATES**

## **ARTICLES OF AGREEMENT**

between the



International Brotherhood of  
**BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS**  
**AFL-CIO**

and the

**SIGNATORY CONTRACTORS**

Effective October 1, 2011  
Terminating September 30, 2014

# **WESTERN STATES ARTICLES OF AGREEMENT**

*BETWEEN THE*

**International Brotherhood of  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS  
AFL-CIO**

(Herein referred to as "Union")

and the

**SIGNATORY CONTRACTORS**

(Herein referred to as "Contractor")

GOVERNING WAGES AND WORKING CONDITIONS  
ON ALL FIELD CONSTRUCTION WORK IN  
THE STATES OF ALASKA, ARIZONA, CALIFORNIA,  
COLORADO, IDAHO, MONTANA, NEW MEXICO, NEVADA,  
OREGON, UTAH, WASHINGTON AND WYOMING.

**Effective October 1, 2011**

**Terminating September 30, 2014**

**WESTERN STATES**  
**Articles of Agreement**  
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**PREAMBLE**

The parties to this Agreement agree to the following provisions which shall govern the mutual relations between them.

**ARTICLE I  
SCOPE AND PURPOSE OF AGREEMENT**

This Agreement shall apply exclusively to the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming; and within such area this Agreement shall apply to all of Contractor's field construction work (including construction, erection, rigging, loading, and unloading, field fabrication, assembling, dismantling, and repairing performed in the field) coming under the jurisdiction of the Union.

**ARTICLE 2  
RECOGNITION**

The Contractor recognizes the Union as the sole collective bargaining agent for all of its employees employed on work covered by the scope of this Agreement.

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**ARTICLE 3**  
**UNION SECURITY**

**Art. 3(a)** All employees performing work under terms of this Agreement must be, or become and remain, members of the Union on the eighth (8th) day of employment as a condition of continued employment in accordance with the provisions of the National Labor Relations Act.

**Art. 3(b)** When the Contractor is notified by the Union in writing that an employee is delinquent in the payment of Union dues or has failed to pay the initiation fee required, the Contractor shall immediately terminate such employee. Such employee shall not be re-employed by the Contractor until notified by the Union that the employee is a member in good standing in the Union.

**Art. 3(c)** This Article shall be effective only in those states permitting Union Security.

**Art. 3(d)** In the event the parties subsequent to the signing of this Agreement, are authorized under provisions of the Labor Management Relations Act, or it is possible by reason of an amendment or repeal thereof, to enter into an agreement requiring membership in the Union as a condition of employment, or in the event it is determined by a final judgment of a court of competent jurisdiction that such authorization is unnecessary,

1 either party may give written notice to the  
2 other of its desire to reopen the provisions  
3 of this Agreement affecting Union security.  
4 In the event such notice is given, the parties  
5 shall meet within fifteen (15) days to negoti-  
6 ate such Union security provisions.  
7

#### 8 **ARTICLE 4**

#### 9 **TRADE JURISDICTION AND WORK CLASSIFICATION**

10  
11 **Art. 4(a) Interpretation of Article 1 as applicable to**  
12 **loading and unloading.** In accordance with the  
13 Agreement reached at the settlement of  
14 contract negotiations in 1965, there has been  
15 submitted by International Vice President  
16 James F. Precht, the following:  
17

18 **Art. 4(b)** "It shall be within the Boilermakers'  
19 jurisdiction that the unloading and loading  
20 of materials which the Boilermakers are  
21 to erect; if such materials are shaken out,  
22 separated, segregated, and stored for any  
23 period of time. When said material is again  
24 loaded and unloaded on a conveyance and  
25 transported to the job for erection it shall be  
26 unloaded and erected by the Boilermakers."  
27

28 **Art. 4(c)** In joint review of the above, it was  
29 agreed that the following shall apply:  
30

31 **Art. 4(d)** The Union wishes only to protect  
32 and not to expand, its historical jurisdiction  
33 over unloading and loading of Boilermaker  
34 materials. Also, the Union's claims are not

1 extended to apply to material that is in  
2 trans-shipment at a transfer point.  
3

4 **Art. 4(e)** The Contractor agrees that he will  
5 not sub-contract such work for the purpose  
6 of encroaching on the historical jurisdiction  
7 of the Union.  
8

9 **Art. 4(f)** In the event a disagreement or dis-  
10 pute arises with regard to the historical  
11 jurisdiction as outlined in the Union's claim,  
12 each specific case may be processed between  
13 the Union and such Contractor involved in  
14 accordance with the governing language of  
15 the Agreement.  
16

17 **Art. 4(g)** The work of the Boilermaker  
18 (Journeyman or Mechanic) shall include:  
19 Boilermaking, Welding, Acetylene Burning,  
20 Signaling, Loading, Unloading, Heating,  
21 Chipping, Caulking, Rigging, Riveting,  
22 Bucking-up, Fitting up, Grinding, Scaffold  
23 Erecting, Reaming, Impact Machine  
24 Operating and such other work as is gener-  
25 ally regarded as Boilermaker (Journeyman  
26 or Mechanic) work. Any employee classified  
27 as a Boilermaker shall perform any of the  
28 foregoing work of which he is capable. A  
29 Helper may not perform layout work, certi-  
30 fied welding, crane signaling, or supervise  
31 in any capacity. A Helper may perform any  
32 other work in which he or she is capable.  
33  
34



1 **Art. 4(h)** The Union, the Contractor and  
2 Subcontractors agree that in the event any  
3 jurisdictional dispute shall arise, such dis-  
4 pute shall be settled in accordance with  
5 the procedures established by the Impartial  
6 Jurisdictional Disputes Board for the  
7 Construction Industry (or its successor orga-  
8 nization) without permitting the same to  
9 interfere in any way with the progress or  
10 prosecution of the work. Both parties agree  
11 to be governed by whatever decision must  
12 be rendered.

13  
14 **Art. 4(i)** When requested by the Union, the  
15 Contractor shall furnish the International  
16 office of the Union a signed letter on Company  
17 stationery, stating that Boilermakers were  
18 employed on a specific type of work on a  
19 given project.

20  
21 **ARTICLE 5**  
22 **JOB SITE CONTRACTING**  
23

24 **Art. 5(a)** No Contractor shall subcontract any  
25 of the work covered by this Agreement to  
26 any Contractor, subcontractor or other per-  
27 son or party who does not comply with all  
28 the terms of this Agreement, including Art.  
29 4(h), and does not stipulate in writing com-  
30 pliance to the applicable fringe benefit funds  
31 and the Trust Agreement or Agreements  
32 covering same.

33  
34

1 **Art. 5(b)** It is understood that job site sub-  
2 contracting is applicable to loading and  
3 unloading per the "Interpretation of Article  
4 1", and to a secondary field construction  
5 site established for the specific purpose of  
6 servicing the primary field construction site.  
7

8 **ARTICLE 6**  
9 **REFERRAL OF MEN**

10  
11 **Art. 6(a)(1)** The Contractor shall, under the  
12 terms of this Agreement, request the Union  
13 to furnish all competent, drug screened,  
14 and qualified field construction boilermak-  
15 ers, boilermaker apprentices, boilermaker  
16 helpers and other applicable classifications  
17 in this Agreement. Only referral applicants  
18 possessing a current MOST drug screen  
19 certification or a timely chain of custody  
20 receipt indicating that a MOST drug screen  
21 certification may be issued may be consid-  
22 ered available for referral and employment.  
23 MOST mandatory requirements for referral  
24 applicants will be set forth in the sched-  
25 ule contained in Article 23(a). Applicants  
26 must satisfactorily complete these require-  
27 ments no later than the date specified in  
28 order to be considered available for referral  
29 and employment. The referral will include  
30 the applicant's current MOST Individual  
31 Profile. Any dispute over the application  
32 of this provision shall first be referred  
33 to the Union and Employer Negotiating  
34 Committee Chairman for resolution.

1 **Art. 6(a)(1)(a)** The Contractor shall, under the  
2 terms of this Agreement, request the Union  
3 to furnish all competent, drug screened,  
4 safety trained, and qualified field construc-  
5 tion boilermakers, boilermaker apprentic-  
6 es, boilermaker helpers and other appli-  
7 cable classifications in this Agreement.  
8 Only referral applicants possessing a cur-  
9 rent MOST drug screen certification or a  
10 timely chain of custody receipt indicating  
11 that that a MOST drug screen certification,  
12 and otherwise meeting the requirements of  
13 Article 23(a) through 23(a)(2), will be consid-  
14 ered available for referral and employment  
15 under the terms of this agreement. The  
16 referral will include the applicant's current  
17 MOST Individual Profile. (To the extent  
18 that the Union does not have available suf-  
19 ficient applicants for referral who meet the  
20 requirements of Article 23(a) through 23(a)  
21 (2), the Contractor and Business Manager  
22 may waive such requirements for referral).

23  
24 **Art. 6(a)(2)** The parties have agreed upon  
25 specific rules and procedures covering  
26 exclusive referral of workmen. These rules  
27 are published in separate booklets enti-  
28 tled "Uniform Referral Standards and Joint  
29 Referral Rules," and shall comply with the  
30 National Uniform Referral Standards and  
31 any revisions thereto.

32  
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34

1 **Art. 6(a)(3)** The Contractor shall hire and the  
2 Union shall refer qualified applicants on a  
3 non discriminatory basis. The Contractor  
4 and the Union shall not discriminate against  
5 any employee or applicant for employment  
6 because of age, race, sex, color, creed, nation-  
7 ality, membership, or non-membership in  
8 any Union. The Contractor shall have the  
9 right to determine the competency and  
10 qualifications of its employees, including  
11 the right to require proper written evidence  
12 of qualifications from the Union; the right  
13 to reject any applicant for employment who  
14 is unable to thus establish his qualifications  
15 and skill necessary to perform the work  
16 required or for any other bona fide reason;  
17 and the right to discharge any employee  
18 for any just and sufficient cause, provided,  
19 however, that no employee shall be dis-  
20 criminated against.

21  
22 **Art. 6(a)(4)** Due to the intermittent nature of  
23 field work it is understood that continuous  
24 employment by a Contractor is not broken  
25 so long as the layoff between jobs does not  
26 exceed five (5) working days.

27  
28 **Art. 6(a)(5)** The Contractor, in case of an emer-  
29 gency occurring during the night or over  
30 a weekend, requiring immediate attention,  
31 shall first contact the local Business Manager  
32 or Dispatcher, shall have the right to hire  
33 employees qualified to perform the work  
34 covered by this Agreement for a period of

1 the emergency and in the event shall notify  
2 the Union of the names of the employees  
3 and the date of their hiring. [See Article 30,  
4 Item 6.]  
5

6 **Art. 6(a)(6) Layerout.** When a Contractor calls  
7 for a layerout for field work and a referral  
8 applicant is furnished in answer to such  
9 call and performs layout work normally  
10 performed in the shop, the employee shall  
11 be considered a premium employee and  
12 receive the Foreman's rate while performing  
13 such work.  
14

15 **Art. 6(a)(7)** When actual production or erection  
16 commences at the job site, a qualified  
17 applicant shall then be requested from the  
18 Local Union's Referral List, or an employee  
19 originally obtained from that list may be  
20 transferred from another job, to work with  
21 the Foreman and/or Assistant Foreman.  
22

23 **Art. 6(a)(8)** In the event that the Union is  
24 unable to fill requisitions for applicants  
25 within forty-eight (48) hours, the Contractor  
26 may employ applicants from any other  
27 available source.  
28

29 **Art. 6(b) Welder Qualifications**  
30

31 **Art. 6(b)(1)** A welder required to take a test  
32 who has been previously tested and certified  
33 by a Contractor within the last 24  
34 month period and any other welder who

1 passes the test successfully, shall be paid  
2 four (4) hours pay or the time required to  
3 take the test, whichever is greater, provided  
4 that he accepts employment for the work  
5 for which he was tested. Such payment is  
6 to be made on the first payday following  
7 such employment.

8  
9 **Art. 6(b)(2)** It is understood that the welder is  
10 to be placed on the payroll or released no  
11 later than the second working day follow-  
12 ing the day on which he was tested. If such  
13 welder refuses employment for the work for  
14 which he was tested or if he quits for other  
15 than compelling personal reasons prior to  
16 the first payday, he shall not receive pay-  
17 ment for taking the test.

18  
19 **Art. 6(b)(3)** Welders passing a test will be  
20 furnished a copy of test papers from the  
21 Contractor or party requiring a test within  
22 30 calendar days. Welders failing tests shall  
23 maintain their place on the out-of-work list.

24  
25 **Art. 6(b)(4) Common Arc.** It remains the intention  
26 of the Western States Chairmen and Joint  
27 Negotiating Committee that the Common  
28 Arc Welder Testing Program is the program  
29 of choice for the testing of welders. Further,  
30 and consistent with National Joint Rules  
31 and Standards Committee Understandings,  
32 regarding the referral of welders under  
33 National, Area and Local Agreements, the  
34 following procedure will be adhered to

1 when referring welders to worksites coming  
2 under the terms of this Agreement.

3 **Art. 6(b)(4)(1) Common Arc** or current welding  
4 certification with the employing Contractor  
5 shall give welders first priority referral in  
6 the order in which their names appear on  
7 the Local out-of-work list.

8  
9 **Art. 6(b)(4)(2)** Current welding certification  
10 with Contractors other than the employing  
11 Contractor shall give a welder second prior-  
12 ity referral in the order in which their names  
13 appear on the Local out-of-work list.

14  
15 **Art. 6(b)(4)(3) Previously Certified or Qualified welder,**  
16 who possess past certification or qualifica-  
17 tion papers, which are not current for the  
18 employing Contractor, shall be given third  
19 priority referral in the order in which their  
20 names appear on the Local out-of-work list.

21  
22 **Art. 6(c) Selectivity.** The Contractor shall have  
23 the right to establish its work force  
24 as follows:

- 25  
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34
1. Foreman - By Contractor (from anywhere)
  2. Steward - By Local Lodge having jurisdiction
  3. Foreman, Assistant Foreman, or Name Select - By Contractor (from anywhere)
  4. Out-of-Work List - Per Local Lodge Referral Rules
  5. Foreman, Assistant Foreman, or Name Select - By Contractor (from anywhere)
  6. Manpower requisitions (6 through 40) will be on a four-to-one basis (four per the Local Lodge Referral Rules)

1 (slots 6, 7, 8, and 9)) and one by Contractor Name Select  
2 from anywhere (slot 10). Name Selects shall be awarded  
3 in the aforementioned manner only for all man-  
4 power requisitions exceeding slots 10 through 40. The  
5 Contractor shall ensure all General Foremen, Foremen,  
6 Assistant Foremen, and Name Selects are practical  
7 mechanics of the Boilermaker Trade. Manpower requisitions starting with slot 41 will be assigned from the "A"  
8 Out-of-Work List on a one-to-one basis (slot 41 - Local  
9 Lodge Referral Rules, slot 42 - Contractor Name Select).  
10  
11

12 **Art. 6(c)(1)** When Name Select employees are  
13 reassigned from one job to another within  
14 the Western States area, all reimbursement  
15 will be per Article 12 of this Agreement.  
16 Refusal of an employee to accept a reas-  
17 signment shall not be cause for discharge or  
18 deemed to be a quit. The intent of this lan-  
19 guage is that if an employee refuses a reas-  
20 signment it is deemed to be a layoff. Layoff  
21 slip to read accordingly.  
22

23 **Art. 6(c)(2)** The Contractor shall notify the  
24 Local Union forty-eight (48) hours prior to  
25 any such reassignment of the nature and  
26 location of the job and the names of the  
27 employees to be reassigned.  
28

29 **Art. 6(c)(3) Reduction of Crew.** When reducing the  
30 crew, the Contractor determines which indi-  
31 viduals shall be laid off. However, Name  
32 Select employees shall be laid off per the  
33 same ratio allowed in a 6(c) Selectivity.  
34



1 **Art. 6(c)(4)Portability.** A Contractor may transfer  
2 up to five Journeymen, or four (4) journeymen  
3 and one (1) helper who are currently  
4 working under the Western States Articles  
5 of Agreement anywhere in the Western  
6 States. The Contractor will utilize Art. 6(c)  
7 as follows:

- 8  
9 1. Foreman – By Contractor (from anywhere)  
10 2. Steward – By Local Lodge having jurisdiction  
11 3. Foreman, Assistant Foreman, or Name Select – By  
12 Contractor (from anywhere)  
13 4. Transfer up to five Journeyman, or four (4) journeymen  
14 and one (1) helper – By Contractor (from anywhere in  
15 the Western States)

16  
17 If all transferred employees for the Contractor do not clear through the hall having jurisdiction prior to starting work, the Contractor will be found in violation of this Agreement. Two such violations by the Contractor shall result in the loss of the Contractor's use of this article.

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25 On all jobs using Art. 6(c)(4) the Contractor shall notify the Local Union in whose jurisdiction the Contractor will be working, either in writing, by E-mail or fax prior to starting a job. The notification will include the location of the job, and the names and Social Security numbers of the employees to be transferred. Approved forms shall be provided by the Union.

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4                   **ARTICLE 7**  
5                   **HOURS OF WORK**

6     **Art. 7(a)** The regular day shift and weekly  
7 hours shall be eight (8) hours per day, with  
8 a starting time between 6:00 a.m. and 8:00  
9 a.m. and forty (40) hours per week, Monday  
10 to Friday, inclusive. Once the daily starting  
11 time is established by the Contractor, it shall  
12 only be changed by mutual agreement with  
13 the Union.

14     **Art. 7(b)** When circumstances warrant, the  
15 Contractor and Business Manager may  
16 agree in writing to change the regular work  
17 week to four (4) ten hour shifts at the regular  
18 straight time rate of pay. It being under-  
19 stood that all other pertinent sections of the  
20 Agreement must be adjusted accordingly.

21     **Art. 7(c)** A thirty minute lunch period shall  
22 be allowed beginning after the first four  
23 (4) hours worked on a scheduled shift. It  
24 is agreed that the lunch period may be  
25 changed by mutual agreement between the  
26 Contractor and a representative of the Local  
27 Union having jurisdiction of the job.

28  
29     **Art. 7(d)** Work performed in unusual emer-  
30 gency situations during a scheduled lunch  
31 period will not be subject to the overtime  
32 rate providing such work is less than fif-  
33 teen minutes. The local supervisor shall not  
34 abuse this provision.

1 **Art. 7(e)** As an exception to this Article, in  
2 weeks in which a recognized holiday falls  
3 Monday through Friday, the regular weekly  
4 hours shall be 32 hours on the day shift, 30  
5 hours on the second shift and 28 hours on  
6 the third shift for purpose of computing  
7 weekly overtime under Art. 8(a).  
8

9 **ARTICLE 8**  
10 **OVERTIME**

11  
12 **Art. 8(a)** Time and one half (1 1/2) hours for  
13 1 at the straight time rate, shall be paid for  
14 work in excess of 8 hours on the first shift,  
15 7.5 hours on the second shift, and 7 hours on  
16 the third shift, or for hours worked in excess  
17 of the regular weekly hours as set forth in  
18 Articles 7 and 10, whichever results in the  
19 greater amount of overtime in the work-  
20 week of each employee.  
21

22 **Art. 8(b)** Employees who work on Saturday or  
23 Sunday without having previously worked  
24 during the workweek, their full number of  
25 regular weekly hours as set forth in Articles  
26 7 and 10 shall receive the applicable over-  
27 time rate for such Saturday or Sunday work  
28 by reason of work on those days being  
29 normally in excess of the number of regular  
30 weekly hours.  
31

32 **Art. 8(c)** Employees who work before or after  
33 regular established shift hours without also  
34 working on that day all their regular estab-

1 lished shift hours, shall receive the appli-  
2 cable overtime rate for work before or after  
3 their regular established shift hours by rea-  
4 son of such work being normally in excess of  
5 that performed during regular established  
6 shift hours, as set forth in Articles 7 and 10.  
7

8 **Art. 8(d)** Double time shall be paid for all  
9 hours in excess of 10 hours Monday through  
10 Saturday, and for all hours on Sundays  
11 and Holidays.  
12

13 **Art. 8(e)** Employees who work a total of 40  
14 hours or less in any work week shall receive  
15 the applicable overtime rate for all hours  
16 worked in that workweek on Saturday,  
17 Sunday or a recognized holiday, or before  
18 or after their regular established shift hours.  
19

20 **Art. 8(f)** Employees required to work over-  
21 time in excess of two (2) hours past the  
22 regular quitting time of their shift shall be  
23 allowed sufficient time to eat at the end of  
24 their shift without loss of pay; and if work is  
25 to continue in excess of four (4) hours there-  
26 after, they shall be allowed sufficient time  
27 to eat without loss of pay after each four (4)  
28 hours of such work. No lunch period shall  
29 be allowed on a Contractor's time when  
30 overtime work will not exceed two (2) hours  
31 past the regular quitting time of the shift.  
32

33 **Art. 8(f)(1)** The intent of this paragraph is  
34 that a second lunch period will be allowed

1 without loss of pay when an employee is  
2 required to work in excess of ten (10) hours.  
3

4 **Art. 8(g)** Overtime is not to be demanded from  
5 the Contractor by any workman covered by  
6 this Agreement as a condition for employ-  
7 ment on a job.  
8

9 **Art. 8(h) (1)** A Mandatory-Eight policy of  
10 required straight-time work attendance is  
11 established as follows for the purpose of  
12 curtailing absenteeism and tardiness. It is  
13 not intended to make-up straight-time hours  
14 missed by the employee due to weather  
15 interruptions, Contractor actions, or inter-  
16 ruptions due to job-site circumstances that  
17 have caused the lost time.  
18

19 **Art. 8(h)(2)** Monday through Friday straight-  
20 time hours will constitute the mandatory  
21 hours an employee must work in order  
22 to receive overtime pay during scheduled  
23 overtime. If an employee misses any of  
24 the mandatory straight-time hours, the  
25 employee will work the next scheduled  
26 overtime hours at straight-time, until the  
27 hours missed are made up. If the employ-  
28 ee misses time during the payroll period,  
29 and there are not enough overtime hours  
30 left during that payroll period to make-up  
31 the straight-time hours not worked by the  
32 employee, the overtime hours worked ear-  
33 lier in that payroll period will (to the extent  
34 permitted by law) be converted to straight-

1 time hours until the lost straight-time hours  
2 are made up.

3  
4 **Art. 8(h)(2)(a)** In the event the straight time  
5 hours are the first eight (8) hours worked  
6 during the shift, the next scheduled over-  
7 time hours will constitute the straight-time  
8 make-up period.

9  
10 **Art. 8(h)(2)(b)** In the event the straight-time  
11 hours are the first ten (10) hours worked,  
12 as in a 4-10's schedule, the next scheduled  
13 overtime hours will constitute the straight-  
14 time make-up period.

15  
16 **Art. 8(h)(2)(c)** In the event that overtime is not  
17 previously scheduled, but is required as a  
18 matter of circumstance, the employee will  
19 work those hours at the appropriate over-  
20 time rate.

21  
22 **Art. 8(h)(2)(d)** This policy will be applied to all  
23 late arrivals and early quits.

24  
25 The following exceptions apply to  
26 the foregoing:

27  
28 **Art. 8(h)(2)(d)(1)** An employee who notifies  
29 the Contractor in advance of his intend-  
30 ed absence and returns to the job site  
31 with a verifiable written doctor's excuse  
32 for the absence will resume his schedule  
33 without penalty.

34

1 **Art. 8(h)(2)(d)(2)** An employee who is late,  
2 absent, or quits early because of require-  
3 ments to serve on a jury, participate in a  
4 National Guard or military reserve activ-  
5 ity, or other such similar requirements, and  
6 returns to the job site with a verifiable writ-  
7 ten excuse from the institution that required  
8 his absence, will resume his schedule with-  
9 out penalty.

10  
11 **Art. 8(h)(2)(d)(3)** An employee who notifies  
12 the Contractor in advance of his intended  
13 absence due to an immediate family mem-  
14 ber's need for assistance in seeking medical  
15 attention, or due to a family member's death,  
16 and who returns to the job site with a veri-  
17 fiable written doctor's assurance that said  
18 family member was treated as described,  
19 or was deceased, and that the employee  
20 missed work because of this, will resume his  
21 schedule without penalty.

22  
23 **Art. 8(h)(2)(d)(4)**A worker who receives autho-  
24 rization from the Contractor in advance for  
25 time to take care of personal business will  
26 resume his schedule without penalty.

27  
28 **Art. 8(h)(3)** The Contractor will apply the  
29 conditions listed from 2. D1 through D4  
30 without deviation, to all employees cov-  
31 ered by this Agreement; and, the Contractor  
32 and Business Manager may investigate and  
33 verify the exceptions to their satisfaction.

34

1 **Art. 8(h)(4)** Should there be an error in time-  
2 keeping which results in an unintended  
3 payment of overtime pay to an individual  
4 who should not have received that pay  
5 because of lost straight-time hours, and the  
6 pay period has ended, the employee will (to  
7 the extent permitted by law) work the next  
8 scheduled overtime hours at straight-time  
9 to make up the lost time in the previous pay  
10 period. If the employee has left the job and  
11 has been paid off, there will be no further  
12 requirement for repayment of that money.  
13

14 **Art. 8(h)(5)** Should there be an error in time-  
15 keeping which results in an unintended  
16 conversion of overtime hours worked by  
17 an individual to straight-time hours, the  
18 employee will be reimbursed the appro-  
19 priate amount not later than the next  
20 pay period  
21

22 **Art. 8(h)(6)** Chronic late arrivals, early quits,  
23 or absences will be dealt with through the  
24 Contractor's disciplinary policies.  
25

26 **ARTICLE 9**  
27 **HOLIDAYS**  
28

29 **Art. 9(a)** The recognized holidays are: New  
30 Year's Day, President's Day, Memorial  
31 Day, July 4th, Labor Day, Veteran's  
32 Day, Thanksgiving Day, the day after  
33 Thanksgiving Day, and Christmas Day. If  
34 the Boilermakers and those crafts servic-



1 ing the Boilermakers in a Local Building  
2 Trades Council elect to observe a holiday  
3 on a date other than that observed by the  
4 State or Nation, then that elected date shall  
5 be observed as the holiday. The Contractors  
6 shall be notified at least two weeks prior to  
7 the effective date of change.

8  
9 **Art. 9(b)** Upon mutual agreement between  
10 the Local Union Business Manager and  
11 the Contractor Representative, Veterans  
12 Day may be changed for the day  
13 before Christmas.

14  
15 **Art. 9(c)** No work shall be performed on  
16 Labor Day except for the preservation of  
17 life and property. When a holiday falls on  
18 a Saturday or Sunday, the day observed  
19 by the State or Nation shall be observed as  
20 the holiday.

21  
22 **Art. 9(d)** Holidays falling on Tuesday,  
23 Wednesday, or Thursday may be observed  
24 on Monday or Friday where such is mutu-  
25 ally agreed to between a Contractor and  
26 the Local Union involved for an individual  
27 job site.

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4                   **ARTICLE 10**  
5                   **SHIFTS**

6     **Art. 10(a)** A second (2nd) and/or third (3rd)  
7 shift may be established by the Contractor  
8 provided each is worked for three (3) or  
9 more consecutive days to include Saturdays,  
10 Sundays, and Holidays, if worked. When a  
11 job is to run for less than three (3) consecu-  
12 tive work days it will be considered a short  
13 or irregular shift work job and the second  
14 and/or third shift shall be paid for at the  
15 applicable overtime rate or an arrangement  
16 can be worked out between the Contractor  
17 and the authorized representative of the  
18 Local Lodge having jurisdiction, where and  
19 how two shifts can be worked. Subterfuge  
20 shall not be used to avoid the intent of  
21 the foregoing.

22     **Art. 10(b)** When established shifts are worked  
23 through Saturday, Sunday, or a Holiday,  
24 hours of work and pay shall be in accor-  
25 dance with the provisions of Art. 10(d) at the  
26 applicable overtime rate.

27     **Art. 10(c)** The regular starting time of the first  
28 or day shift shall be 8:00 a.m.; the regular  
29 starting time of the second shift shall be 4:30  
30 p.m.; and the regular starting time of the  
31 third shift shall be 12:30 a.m. The foregoing  
32 starting times may be changed when mutu-  
33 ally agreed to between the Contractor and  
34

1 representatives of the Local Union having  
2 jurisdiction of the job.

3  
4 **Art. 10(d)** Where two or three shifts are  
5 worked, the first or day shift shall be estab-  
6 lished on an eight (8) hour day, forty (40)  
7 hour week basis; and the second shift shall  
8 be established on a seven-and-one-half  
9 (7-1/2) hour day, thirty seven-and-one-half  
10 (37-1/2) hour week basis; and the third shift  
11 shall be established on a seven (7) hour day,  
12 thirty-five (35) hour week basis. The pay for  
13 a full shift on each of the above shifts shall  
14 be eight (8) times the hourly wage rates  
15 herein provided.

16  
17 **Art. 10(e)** No employees shall be required  
18 to work more than one (1) shift in any  
19 twenty-four (24) hour period for straight  
20 time. The beginning of the twenty-four (24)  
21 hour period for such purpose shall be the  
22 regular starting time of the shift upon which  
23 the employee is regularly employed. An  
24 employee working continuously beyond  
25 his regular shift will continue to receive the  
26 overtime rate for hours worked until he has  
27 received an eight (8) hour break.

28  
29 **Art. 10(f)** As an exception to this Article, in  
30 weeks in which a recognized holiday falls  
31 Monday through Friday, the regular weekly  
32 hours shall be 32 hours on the day shift, 30  
33 hours on the second shift and 28 hours on  
34

1 the third shift for purpose of computing  
2 weekly overtime under Art. 8(a).  
3

4 **ARTICLE 11**  
5 **MINIMUM PAY AND REPORTING TIME**  
6

7 **Art. 11(a)** Any employee starting a shift or  
8 called and reporting to work after starting  
9 time of the first period of any shift Monday  
10 through Friday, shall receive no less than  
11 two hours pay for such period. If required  
12 to continue beyond two hours, the mini-  
13 mum pay will be four hours or actual time  
14 worked, whichever is the greater.  
15

16 **Art. 11(b)** Any employee called and reporting  
17 to work on Saturdays, Sundays and rec-  
18 ognized holidays, or outside of his regular  
19 shift hours not continuous with his regu-  
20 lar assigned shift hours, or any employee  
21 reporting to work on call and not given  
22 employment, shall be paid not less than four  
23 (4) hours pay or actual time worked at the  
24 applicable overtime rate.  
25

26 **Art. 11(c)** Notwithstanding (a) and (b), other  
27 than emergency orders or in remote areas,  
28 the Contractor may require an employee  
29 who arrives late on job to start at noon or  
30 the following day, or in the alternative, to be  
31 paid only for hours actually worked.  
32

33 **Art. 11(d)(1)** The forgoing requirements shall  
34 not be applicable where the employee is laid

1 off by reason of bad weather, breakdown of  
2 machinery or any other cause beyond the  
3 direct control of the Contractor, in which  
4 event he shall be paid: (1) Not less than two  
5 hours pay, (2) not less than four (4) hours  
6 pay if employee starts to work, or (3) not  
7 less than eight (8) hours pay if required to  
8 work into the second half of the shift, or (4)  
9 the time required to remain on the job, if  
10 greater. Where the employee quits or lays  
11 off, payment will be made for actual time  
12 worked. In order to qualify for the pay pro-  
13 vided for in this Article, the employee must  
14 remain on the job available for work, during  
15 the period of time for which he received pay  
16 unless released sooner by the Contractor's  
17 principal supervisor.

18  
19 **Art. 11(d)(2)** If another craft working with  
20 the Boilermakers in the same crew is sent  
21 home because of unworkable conditions,  
22 the Boilermakers shall also be sent home;  
23 however, the Contractor shall have the right  
24 to work all or part of the crew subject to the  
25 four (4) and eight (8) hour minimum pay.

26  
27 **Art. 11(e)** The exception to the above men-  
28 tioned paragraphs of this Article shall  
29 be when an employee has been properly  
30 notified not to report. Special notification  
31 arrangements may be made by agreement  
32 between the Contractor and the Union  
33 Business Manager.  
34

1 **Art. 11(f)** A Further exception to the above  
2 paragraphs will be in those instances where  
3 a civil disturbance makes it necessary to  
4 shut down a project to prevent possible  
5 injury or loss of life of employees on the  
6 project. Any dispute over application of this  
7 Article shall be handled in accordance with  
8 Art. 27(a).  
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1 on the dispatch slip, and also agrees that  
2 the Contractor may ask for an independent  
3 verification of such address.  
4

5 **Art. 12(c)** Per-diem payments and travel pay  
6 shall be paid as follows:  
7

8 Where the job site is over 120 miles from the  
9 dispatch point, employees shall receive the  
10 IRS-allowable amount per mile for transpor-  
11 tation between such city and the job at the  
12 beginning and conclusion of their employ-  
13 ment. Such transportation allowance shall  
14 be paid based on the most direct main route,  
15 plus necessary bridge toll and ferry charges.  
16 Such supplementary reimbursement shall  
17 not exceed eight (8) times the regular hourly  
18 area mechanic's rate.  
19

20 **Art. 12(d)** In the event an employee quits  
21 for other than immediate compelling per-  
22 sonal reasons not reasonably foreseen at  
23 time of employment before having been in  
24 the employ of the Contractor fifteen (15)  
25 calendar days, he shall not be entitled to  
26 transportation or travel expense to the job.  
27 In the event an employee quits for other  
28 than immediate compelling reasons not rea-  
29 sonably foreseen at time of employment or  
30 is discharged for just and sufficient cause  
31 before having been in the employ of the  
32 Contractor sixty (60) calendar days, he shall  
33 not be entitled to return transportation or  
34 travel expense. Any dispute arising as to the



1 proper application of this provision shall  
2 be considered as a grievance subject to  
3 handling under the grievance machinery  
4 herein provided.

5  
6 **Art. 12(e)** As reimbursement for per-diem, the  
7 Contractor shall pay the employee fifty-five  
8 dollars (\$55) per day worked where the job  
9 site is more than 70 miles but less than 120  
10 miles from the dispatch point. If over 120  
11 miles, the daily per-diem amount shall be  
12 seventy dollars (\$70) per day worked.

13  
14 **Art. 12(f)** Holidays, rain, breakdowns, or any  
15 reason the employees are stopped by the  
16 Contractor from working, Monday through  
17 Friday, will be considered days worked and  
18 the per-diem paid. Employees absent from  
19 work shall not be paid per-diem for the day  
20 absent. When a welder is required to take a  
21 test outside the seventy (70) mile zone they  
22 shall be reimbursed as follows provided  
23 they have demonstrated their competency  
24 by previous experience:

25  
26 per-diem as provided above for the day or  
27 days on which the test is taken,

28  
29 per-diem as provided in Art. 12(f) if  
30 applicable, and transportation and travel  
31 expense as provided in Art. 12(d).

32  
33 **Art. 12(g)** An employee must work the sched-  
34 uled work day before or the scheduled work

1 day following a holiday that occurs Monday  
2 through Friday, to be entitled to per-diem  
3 for the holiday, unless excused. Excused  
4 absences will not be unreasonably denied.  
5

6 **Art. 12(h)** Employees who leave the job before  
7 the end of the shift except for reason beyond  
8 their control, such as illness in family, court  
9 summons, bona fide illness, etc., shall be  
10 paid per-diem for the time actually worked  
11 unless they get the permission of a design-  
12 nated Contractor's representative who shall  
13 be reasonably available at a designated loca-  
14 tion. Any dispute arising under the per-  
15 diem clause shall be handled as provided in  
16 Article 27 and judged on its merits.  
17

18 **Art. 12(i)** When employees are instructed to  
19 report to a job on a certain day and are not  
20 immediately placed at work, they shall be  
21 paid reporting pay for the day they report  
22 to work and the sum of fifty dollars (\$50.00)  
23 per day for each day thereafter until ordered  
24 to work or released by the Contractor, in  
25 addition to per-diem as above provided.  
26 When an employee is temporarily laid off  
27 and is requested to stand by until work is  
28 available, and if he agrees to do so, he shall  
29 be paid fifty dollars (\$50.00) for each day  
30 until returned to work or laid off, in addition  
31 to per-diem as above provided.  
32

33 **Art. 12(j)** Where a job is located two hundred  
34 and forty (240) miles or more from the

1 Dispatch Point, the employee will receive  
2 one additional day's per-diem at the start of  
3 his work on the job and at the conclusion of  
4 his work on the job, provided that payment  
5 of such additional day's per-diem under  
6 this paragraph shall be subject to the same  
7 conditions applicable to transportation and  
8 travel expense under Art. 12(e).

9  
10 **Art. 12(k)** If an employee suffering an indus-  
11 trial injury outside the seventy (70) mile  
12 zone does not receive compensation pay-  
13 ments for the first seven (7) days that he  
14 is unable to work, his per-diem payments  
15 under this Article shall continue for as many  
16 days during such seven (7) day period as he  
17 is required to remain at or in the vicinity of  
18 the job site by the Contractor or by the phy-  
19 sician in charge or by the state commission  
20 having jurisdiction. In those states where  
21 the payment of compensation during such  
22 seven (7) day period is dependent upon the  
23 duration of an employee's period of disabil-  
24 ity, the Contractor may delay the payments  
25 called for under this paragraph until it  
26 has been ascertained whether compensation  
27 payments will be received for some or all of  
28 such seven (7) day period.

29  
30 **Art. 12(l)** The Contractor shall reimburse  
31 employees for ferry charge or bridge toll  
32 incurred daily going to and from the job.  
33  
34

1 **Art. 12(m)** In the Seattle area, when employees  
2 travel from Seattle to Bremerton area and  
3 return by ferry, they shall be reimbursed  
4 by the Contractor for each round trip a  
5 sum equivalent to one (1) hour's pay at the  
6 regular area mechanic's rate plus ten cents  
7 (\$0.10). This situation is recognized as a case  
8 of unusual hardship to the employee and  
9 not as establishing the principle of travel  
10 expense within the seventy (70) mile zone.  
11

12 **Art. 12(n)** Other unusual circumstances of  
13 a purely local nature shall be mutually  
14 arranged between the Contractor and the  
15 Union's Business Manager.  
16

17 **ARTICLE 13**  
18 **WAGE AND BENEFIT INCREASES**  
19

20 **Art. 13(a)** Hourly Increases. Effective Oct. 1,  
21 2011, the hourly increase for all areas will be  
22 as listed below. Annual increases for 2012,  
23 and 2013 may be allocated in whole or in  
24 part to fringe benefits at the Union's elec-  
25 tion. In order to fund increases in the cost  
26 of Health and Welfare and Pension in any  
27 contract year, there may be one or more real-  
28 locations of the increases described above.  
29 All Contractors will be notified by the Union  
30 of any allocation or reallocation of these  
31 increases sixty (60) days prior to their effec-  
32 tive date.  
33  
34

1 **Art. 13(b)** Wage Rates, Classifications, Areas,  
2 and Contract Fringe Costs  
3 (Effective Oct. 1, 2011 and January 1, 2012).

4  
5 The wage and fringe benefit schedules  
6 following reflect the allocation of the hourly  
7 increases for each area that became effective  
8 Oct. 1, 2011 and January 1, 2012. Increases  
9 that become effective October 1, 2012  
10 and October 1, 2013 will be allocated at  
11 those times.

12  
13 *Note: footnoted information for the following*  
14 *wage schedules appears on page 47.*

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ARIZONA (LOCAL LODGES 4 & 627)				
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2				
3				
4	<b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>
5				<b>10/1/2013</b>
6	General Foreman <sup>1</sup>			\$1.85
7	Foreman	\$34.99	\$33.89	\$35.74
8	Asst. Foreman	\$33.74	\$32.64	\$34.49
9	Boilermaker/Blacksmith	\$32.49	\$31.39	\$33.24
10	Helper (55% of Journeyman)	\$17.87	\$17.26	\$18.28
11	<b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>
12	Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57
13	Pensions*	\$10.20	\$12.30	\$12.30
14	Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75
15	Annuity*	\$ 1.25	\$ 1.00	\$ 1.00
16	MOST	\$ 0.34	\$ 0.34	\$ 0.34
17	Vacation Trust*	\$ 3.00	\$ 2.50	\$ 2.50
18	Total Hourly Fringe Cost	\$24.11	\$25.46	\$25.46
19				
20	<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>	
21	<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>	
22	Health & Welfare	N/A	\$8.57	
23	Pensions*	\$0.51	\$0.51	
24	Apprenticeship	\$0.75	\$0.75	
25	Annuity*	\$0.10	\$0.10	
26	MOST	\$0.34	\$0.34	
27	Total Hourly Fringe Cost	\$1.70	\$10.27	
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31				
32				
33	<i>Note: footnoted information for this wage schedule appears</i>			
34	<i>on page 47.</i>			

**NORTHERN CALIFORNIA  
(LOCAL LODGE 549)**

(These wage rates apply to the following counties: Alameda, Contra Costa,  
Marin, San Francisco, San Mateo, Santa Clara, and Solano):

<u>Wages</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
				\$2.05
General Foreman <sup>1</sup>				
Foreman	\$45.92	\$44.54	\$45.54	
Asst. Foreman	\$44.67	\$43.29	\$44.29	
Boilermaker/Blacksmith	\$43.42	\$42.04	\$43.04	
Helper (55% of Journeyman)	\$23.88	\$23.12	\$23.67	
<b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$12.75	\$15.38	\$15.38	
Apprenticeship WSIAC	\$ 0.75	\$ 0.75	\$ 0.75	
L-549 JATC	\$ 0.50	\$ 0.50	\$ 0.50	
Annuity*	\$ 3.00	\$ 2.50	\$ 3.00	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 4.00	\$ 3.50	\$ 4.00	
<b>Total Hourly Fringe Cost</b>	<b>\$29.91</b>	<b>\$31.54</b>	<b>\$32.54</b>	

<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>
<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>
Health & Welfare	N/A	\$8.57
Pensions*	\$0.51	\$0.51
Apprenticeship	\$0.75	\$0.75
Local 549 JATC	\$0.50	\$0.50
Annuity*	\$0.10	\$0.10
MOST	\$0.34	\$0.34
<b>Total Hourly Fringe Cost</b>	<b>\$2.20</b>	<b>\$10.77</b>

Note: footnoted information for this wage schedule appears on page 47.

**NORTHERN CALIFORNIA  
(LOCAL LODGE 549)**

(These wage and benefit schedules apply to all other Northern California counties):

<b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>
General Foreman <sup>†</sup>				\$2.05
Foreman	\$42.10	\$40.77	\$41.77	
Asst. Foreman	\$40.85	\$39.52	\$40.52	
Boilermaker/Blacksmith	\$39.60	\$38.27	\$39.27	
Helper (55% of Journeyman)	\$21.78	\$21.05	\$21.60	
<b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$11.90	\$14.35	\$14.35	
Apprenticeship WSJAC	\$ 0.75	\$ 0.75	\$ 0.75	
L-549 JATC	\$ 0.50	\$ 0.50	\$ 0.50	
Annuity*	\$ 2.50	\$ 3.00	\$ 3.50	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 3.37	\$ 3.00	\$ 3.50	
<b>Total Hourly Fringe Cost</b>	<b>\$27.93</b>	<b>\$29.51</b>	<b>\$30.51</b>	
<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
Health & Welfare	N/A	\$8.57		
Pensions*	\$0.51	\$0.51		
Apprenticeship	\$0.75	\$0.75		
Local 549 JATC	\$0.50	\$0.50		
Annuity*	\$0.10	\$0.10		
MOST	\$0.34	\$0.34		
<b>Total Hourly Fringe Cost</b>	<b>\$2.20</b>	<b>\$10.77</b>		

Note: footnoted information for this wage schedule appears on page 47.



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**SOUTHERN CALIFORNIA  
(LOCAL LODGE 92)**

S. California Counties – Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura.

<u>Wages</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
				\$2.05
General Foreman <sup>1</sup>				
Foreman	\$43.76	\$43.34	\$43.67	
Asst. Foreman	\$42.51	\$42.09	\$42.42	
Boilermaker/Blacksmith	\$41.26	\$40.84	\$41.17	
Helper (55% of Journeyman)	\$22.69	\$22.46	\$22.64	
<b><u>Fringe Benefits</u></b>	<b><u>10/1/2011</u></b>	<b><u>1/1/2012</u></b>	<b><u>10/1/2012</u></b>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$ 9.35	\$11.28	\$11.28	
Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
Annuity*	\$ 3.00	\$ 3.00	\$ 3.00	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 4.26	\$ 3.00	\$ 4.67	
<b>Total Hourly Fringe Cost</b>	<b>\$26.27</b>	<b>\$26.94</b>	<b>\$28.61</b>	

<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>
<b><u>Effective 01/01/2012</u></b>	<b><u>Hours Worked</u></b>	<b><u>Hours Worked</u></b>
Health & Welfare	N/A	\$8.57
Pensions*	\$0.51	\$0.51
Apprenticeship	\$0.75	\$0.75
Annuity*	\$0.10	\$0.10
MOST	\$0.34	\$0.34
<b>Total Hourly Fringe Cost</b>	<b>\$1.70</b>	<b>\$10.27</b>

Note: footnoted information for this wage schedule appears on page 47.

1 **NORTHERN NEVADA**  
 2 **(LOCAL LODGE 549)**

3 The following wage rates and fringe benefits schedule apply in these  
 4 counties: Carson, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon,  
 5 Mineral, Pershing, Storey, Washoe and White Pine.

6 <b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>
7				TBD
8 General Foreman <sup>1</sup>				
9 Foreman	\$41.10	\$39.77	\$35.00	
10 Asst. Foreman	\$39.85	\$38.52	\$33.75	
11 Boilermaker/Blacksmith	\$38.60	\$37.27	\$32.50	
12 Helper (55% of Journeyman)	\$21.23	\$20.50	\$17.88	
13				
14 <b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
15 Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
16 Pensions*	\$11.90	\$14.35	\$14.35	
17 Apprenticeship WSJAC	\$ 0.75	\$ 0.75	\$ 0.75	
18 L-549 JATC	\$ 0.50	\$ 0.50	\$ 0.50	
19 Annuity*	\$ 2.50	\$ 2.00	\$ 1.60	
20 MOST	\$ 0.34	\$ 0.34	\$ 0.34	
21 Vacation Trust*	\$ 3.37	\$ 3.00	\$ 2.00	
22 Total Hourly Fringe Cost	\$27.93	\$29.51	\$28.11	

24 <b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>
25 <b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>
26 Health & Welfare	N/A	\$8.57
27 Pensions*	\$0.51	\$0.51
28 Apprenticeship	\$0.75	\$0.75
29 Local 549 JATC	\$0.50	\$0.50
30 Annuity*	\$0.10	\$0.10
31 MOST	\$0.34	\$0.34
32 Total Hourly Fringe Cost	\$2.20	\$10.77

33 *Note: footnoted information for this wage schedule appears*  
 34 *on page 47.*

**SOUTHERN NEVADA  
(LOCAL LODGE NO. 92)**

The following wage rates and fringe benefits schedule apply in  
these counties: Clark, Esmeralda, Lincoln, and Nye.

<u>Wages</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
				TBD
General Foreman <sup>1</sup>				
Foreman	\$43.76	\$42.34	\$35.00	
Asst. Foreman	\$42.51	\$41.09	\$33.75	
Boilermaker/Blacksmith	\$41.26	\$39.84	\$32.50	
Helper (55% of Journeyman)	\$22.69	\$21.91	\$17.88	
<b><u>Fringe Benefits</u></b>	<b><u>10/1/2011</u></b>	<b><u>1/1/2012</u></b>	<b><u>10/1/2012</u></b>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$ 9.35	\$11.28	\$11.28	
Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
Annuity*	\$ 3.00	\$ 3.00	\$ 2.50	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 3.26	\$ 3.00	\$ 4.67	
<b>Total Hourly Fringe Cost</b>	<b>\$25.27</b>	<b>\$26.94</b>	<b>\$28.11</b>	
<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
Health & Welfare	N/A	\$8.57		
Pensions*	\$0.51	\$0.51		
Apprenticeship	\$0.75	\$0.75		
Annuity*	\$0.10	\$0.10		
MOST	\$0.34	\$0.34		
<b>Total Hourly Fringe Cost</b>	<b>\$1.70</b>	<b>\$10.27</b>		

Note: footnoted information for this wage schedule appears on page 47.

1 **NORTHERN IDAHO & WASHINGTON\*\***  
 2 **(LOCAL LODGES NO. 242 & 502)**  
 3 N. Idaho Counties – Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah,  
 4 Lewis, Nez Perce, Shoshone, and Idaho  
 5 \*\* Excludes Washington Counties – Clark, Skamania and Klickitat

6

7 <u>Wages</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
8 General Foreman <sup>1</sup>				\$1.85
9 Foreman	\$37.63	\$36.78	\$38.63	
10 Asst. Foreman	\$36.38	\$35.53	\$37.38	
11 Boilermaker/Blacksmith	\$35.13	\$34.28	\$36.13	
12 Helper (55% of Journeyman)	\$19.32	\$18.85	\$19.87	

13

14 <u>Fringe Benefits</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>
15 Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57
16 Pensions*	\$10.20	\$12.30	\$12.30
17 Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75
18 Annuity*	\$ 2.00	\$ 1.00	\$ 1.00
19 MOST	\$ 0.34	\$ 0.34	\$ 0.34
20 Vacation Trust*	\$ 3.00	\$ 3.00	\$ 3.00
21 Total Hourly Fringe Cost	\$24.86	\$25.96	\$25.96

22

23 <u>Helper Fringe Benefits</u>	<u>1st 2,000</u>	<u>After 2,000</u>
24 <u>Effective 01/01/2012</u>	<u>Hours Worked</u>	<u>Hours Worked</u>
25 Health & Welfare	N/A	\$8.57
26 Pensions*	\$0.51	\$0.51
27 Apprenticeship	\$0.75	\$0.75
28 Annuity*	\$0.10	\$0.10
29 MOST	\$0.34	\$0.34
30 Total Hourly Fringe Cost	\$1.70	\$10.27

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 33 *Note: footnoted information for this wage schedule appears*  
 34 *on page 47.*

1 **OREGON & WASHINGTON\*\***  
 2 **(LOCAL LODGE NO. 500)**

3 **\*\*Washington Counties – Clark, Skamania and Klickitat**

4 <b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>
5				\$1.85
6 General Foreman <sup>1</sup>				
7 Foreman	\$37.63	\$35.78	\$37.63	
8 Asst. Foreman	\$36.38	\$34.53	\$36.38	
9 Boilermaker/Blacksmith	\$35.13	\$33.28	\$35.13	
10 Helper (55% of Journeyman)	\$19.32	\$18.30	\$19.32	
11 <b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
12 Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
13 Pensions*	\$10.20	\$12.30	\$12.30	
14 Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
15 Annuity*	\$ 2.00	\$ 2.00	\$ 2.00	
16 MOST	\$ 0.34	\$ 0.34	\$ 0.34	
17 Vacation Trust*	\$ 3.00	\$ 3.00	\$ 3.00	
18				
19 Total Hourly Fringe Cost	\$24.86	\$26.96	\$26.96	
20				
21 <b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
22 <b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
23 Health & Welfare	N/A	\$8.57		
24 Pensions*	\$0.51	\$0.51		
25 Apprenticeship	\$0.75	\$0.75		
26 Annuity*	\$0.10	\$0.10		
27 MOST	\$0.34	\$0.34		
28 Total Hourly Fringe Cost	\$1.70	\$10.27		

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 33 *Note: footnoted information for this wage schedule appears*  
 34 *on page 47.*

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2		<b>ALASKA</b>			
3		<b>(LOCAL LODGE NO. 502)</b>			
4	<b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>
5					\$1.85
6	General Foreman <sup>1</sup>				
7	Foreman	\$46.20	\$45.35	\$47.20	
8	Asst. Foreman	\$44.45	\$43.60	\$45.45	
9	Boilermaker/Blacksmith	\$42.70	\$41.85	\$43.70	
10	Helper (55% of Journeyman)	\$23.49	\$23.02	\$24.04	
11	<b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
12	Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
13	Pensions*	\$10.20	\$12.30	\$12.30	
14	Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
15	Annuity*	\$ 2.00	\$ 1.00	\$ 1.00	
16	MOST	\$ 0.34	\$ 0.34	\$ 0.34	
17	Vacation Trust*	\$ 3.00	\$ 3.00	\$ 3.00	
18					
19	Total Hourly Fringe Cost	\$24.86	\$25.96	\$25.96	
20					
21	<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
22	<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
23	Health & Welfare	N/A	\$8.57		
24	Pensions*	\$0.51	\$0.51		
25	Apprenticeship	\$0.75	\$0.75		
26	Annuity*	\$0.10	\$0.10		
27	MOST	\$0.34	\$0.34		
28	Total Hourly Fringe Cost	\$1.70	\$10.27		
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33	<i>Note: footnoted information for this wage schedule appears</i>				
34	<i>on page 47.</i>				

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**NEW MEXICO  
(LOCAL LODGES 4 AND 627)\***

\* Local 627 has jurisdiction in San Juan County;  
Local 4 has jurisdiction in all other New Mexico counties  
and the Navajo Gen Station (Arizona)

<u>Wages</u>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
				\$1.85
General Foreman <sup>1</sup>				
Foreman	\$33.75	\$32.65	\$34.50	
Asst. Foreman	\$32.50	\$31.40	\$33.25	
Boilermaker/Blacksmith	\$31.25	\$30.15	\$32.00	
Helper (55% of Journeyman)	\$17.19	\$16.58	\$17.60	
<b>Fringe Benefits</b>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$10.20	\$12.30	\$12.30	
Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
Annuity*	\$ 1.25	\$ 1.00	\$ 1.00	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 3.00	\$ 2.50	\$ 2.50	
Total Hourly Fringe Cost	\$24.11	\$25.46	\$25.46	

<u>Helper Fringe Benefits Effective 01/01/2012</u>	<u>1st 2,000 Hours Worked</u>	<u>After 2,000 Hours Worked</u>
Health & Welfare	N/A	\$8.57
Pensions*	\$0.51	\$0.51
Apprenticeship	\$0.75	\$0.75
Annuity*	\$0.10	\$0.10
MOST	\$0.34	\$0.34
Total Hourly Fringe Cost	\$1.70	\$10.27

Note: footnoted information for this wage schedule appears on page 47.

1		<b>COLORADO &amp; WYOMING</b>			
2		<b>(LOCAL LODGE 101)</b>			
3					
4	<b>Wages</b>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	<u>10/1/2013</u>
5					
6	General Foreman <sup>1</sup>				\$1.76
7	Foreman	\$33.72	\$32.96	\$34.42	
8	Asst. Foreman	\$32.47	\$31.71	\$33.17	
9	Boilermaker/Blacksmith	\$31.22	\$30.46	\$31.92	
10	Helper (55% of Journeyman)	\$17.17	\$16.75	\$17.56	
11					
12	<b>Fringe Benefits</b>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	
13	Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
14	Pensions*	\$ 9.78	\$11.79	\$11.79	
15	Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
16	Annuity*	\$ 2.00	\$ 1.00	\$ 1.00	
17	MOST	\$ 0.34	\$ 0.34	\$ 0.34	
18	Vacation Trust*	\$ 2.70	\$ 2.70	\$ 3.00	
19	Total Hourly Fringe Cost	\$24.14	\$25.15	\$25.45	
20					
21	<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
22	<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
23	Health & Welfare	N/A	\$8.57		
24	Pensions*	\$0.51	\$0.51		
25	Apprenticeship	\$0.75	\$0.75		
26	Annuity*	\$0.10	\$0.10		
27	MOST	\$0.34	\$0.34		
28	Total Hourly Fringe Cost	\$1.70	\$10.27		
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33	<i>Note: footnoted information for this wage schedule appears</i>				
34	<i>on page 47.</i>				



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**S. IDAHO, UTAH, & WYOMING  
(LOCAL LODGE 4)**

<b>Wages</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>
General Foreman <sup>1</sup>				\$1.76
Foreman	\$33.42	\$32.66	\$34.42	
Asst. Foreman	\$32.17	\$31.41	\$33.17	
Boilermaker/Blacksmith	\$30.92	\$30.16	\$31.92	
Helper (55% of Journeyman)	\$17.01	\$16.59	\$17.56	
<b>Fringe Benefits</b>	<b>10/1/2011</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	
Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
Pensions*	\$ 9.78	\$11.79	\$11.79	
Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
Annuity*	\$ 2.00	\$ 1.00	\$ 1.00	
MOST	\$ 0.34	\$ 0.34	\$ 0.34	
Vacation Trust*	\$ 3.00	\$ 3.00	\$ 3.00	
<b>Total Hourly Fringe Cost</b>	<b>\$24.44</b>	<b>\$25.45</b>	<b>\$25.45</b>	
<b>Helper Fringe Benefits Effective 01/01/2012</b>	<b>1st 2,000 Hours Worked</b>	<b>After 2,000 Hours Worked</b>		
Health & Welfare	N/A	\$8.57		
Pensions*	\$0.51	\$0.51		
Apprenticeship	\$0.75	\$0.75		
Annuity*	\$0.10	\$0.10		
MOST	\$0.34	\$0.34		
<b>Total Hourly Fringe Cost</b>	<b>\$1.70</b>	<b>\$10.27</b>		

*Note: footnoted information for this wage schedule appears on page 47.*

MONTANA (LOCAL LODGE NO. 11)					
1					
2					
3					
4	<b>Wages</b>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	
5				<u>10/1/2013</u>	
6	General Foreman <sup>1</sup>			\$1.67	
7	Foreman	\$32.66	\$32.50	\$33.15	
8	Asst. Foreman	\$31.41	\$31.25	\$31.90	
9	Boilermaker/Blacksmith	\$30.16	\$30.00	\$30.65	
10	Helper (55% of Journeyman)	\$16.59	\$16.50	\$16.86	
11	<b>Fringe Benefits</b>	<u>10/1/2011</u>	<u>1/1/2012</u>	<u>10/1/2012</u>	
12	Health & Welfare	\$ 8.57	\$ 8.57	\$ 8.57	
13	Pensions*	\$ 9.35	\$11.28	\$11.28	
14	Apprenticeship	\$ 0.75	\$ 0.75	\$ 0.75	
15	L-11 JATC	\$ 0.25	\$ 0.25	\$ 0.25	
16	Annuity*	\$ 2.50	\$ 1.42	\$ 1.94	
17	MOST	\$ 0.34	\$ 0.34	\$ 0.34	
18	Vacation Trust*	\$ 3.44	\$ 3.00	\$ 3.50	
19					
20	Total Hourly Fringe Cost	\$25.20	\$25.61	\$26.63	
21					
22	<b>Helper Fringe Benefits</b>	<b>1st 2,000</b>	<b>After 2,000</b>		
23	<b>Effective 01/01/2012</b>	<b>Hours Worked</b>	<b>Hours Worked</b>		
24	Health & Welfare	N/A	\$8.57		
25	Pensions*	\$0.51	\$0.51		
26	Apprenticeship	\$0.75	\$0.75		
27	L-11 JATC	\$0.25	\$0.25		
28	Annuity*	\$0.10	\$0.10		
29	MOST	\$0.34	\$0.34		
30	Total Hourly Fringe Cost	\$1.95	\$10.52		
31					
32					
33	<i>Note: footnoted information for this wage schedule appears</i>				
34	<i>on page 47.</i>				

1 **Endnotes for all Wage Benefit Schedules**

2 1 General Foreman rate to be negotiated

3  
4 \* Effective October 1, 2001, the Employer  
5 shall make contributions in the amount  
6 specified for all straight-time hours worked,  
7 and at the applicable overtime rate for over-  
8 time hours worked by all employees covered  
9 by this Agreement.

10

11

12 All parties are advised that when a  
13 Contractor requests employees by name,  
14 they shall indicate the classification in which  
15 the employee will work (welder, mechanic,  
16 rigger, etc.). This shall include employee  
17 selectivity referrals under the NPGMA,  
18 NMA, GPPMA, and the Uniform Referral  
19 Standards and Joint Referral Rules 7.5.

20

21 **Art. 13(c) Maintenance of Benefits.** The Contractor  
22 agrees to pay a total of \$0.25 per hour for  
23 maintenance of any singular or combination  
24 of benefit funds, once per year for each year  
25 of this Agreement, when notified by the  
26 Plan Trustees that such additional monies  
27 are required. There will be no carry forward  
28 of amounts not needed by these programs,  
29 so that the maximum increase in any year  
30 shall be \$0.25 per hour. Five cents (\$0.05)  
31 may be used for administrative purposes  
32 at the discretion of the Joint Trustees of the  
33 Vacation Trust Fund.

34

1 **Art. 13(d) Travel Expense and Per-diem.** Effective  
2 October 1, 2011 (See Art.12; Art. 31  
3 for Alaska).

4  
5 **Travel Pay**

6 **Alaska:** See Art. 31(e)(1).

7 **All states except Alaska:** Mileage paid  
8 according to Internal Revenue  
9 Service Guidelines.

10  
11 **Per-diem**

12 **Alaska:** Seventy dollars per day

13  
14 **Art. 13(e) Apprentice Rates (All Areas).**

15	Level Pay	% Hours
16		
17	1. 70%	0-1,000
18	75%	1,001-2,000
19		
20	2. 80%	2,001-3,000
21	85%	3,001-4,000
22		
23	3A 90%	4,001-5,000
24	3B 95%	5,001-5,999
25		
26	Journeyman	6,000+
27		

28 **Art. 13(f) Helper Rates and Benefits.** The mini-  
29 mum amount payable to the Helper shall  
30 be 55 percent of the applicable mechanic's  
31 hourly rate.  
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**ARTICLE 14**  
**PAY DAY**

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**Art. 14(a)** Wages shall be due and payable weekly during working hours and in no case shall more than five days pay (excluding pay day) be held back. In isolated work areas, the Contractor agrees to make reasonable efforts to provide payroll advances as needed.

**Art. 14(b)** Wages shall be paid in lawful currency or by negotiable check payable on demand at par. Upon being discharged or laid off, employees shall be paid in full. With prior mutual agreement between the Local Business Manager and the Contractor, any hours worked after a shift (or of an emergency nature) shall be paid on the next business day following such shift by express mail.

**Art. 14(c)** A checking account shall not be closed in less than two (2) weeks after issuance of the last pay check against that account.

**Art. 14(d)** Should an employee be required to wait for wages due him, because of the Contractor's negligence, he shall be paid for the delay at regular straight time wages (limited to eight hours per twenty-four (24) hour period.)

- 1 **Art. 14(e)** The Contractor agrees to furnish  
2 with each weekly pay, a statement or check  
3 stub which shall show all deductions and  
4 include information regarding straight time,  
5 overtime paid and expense.  
6
- 7 **Art. 14(f)** Any employee who quits shall be  
8 paid off in full within seventy two (72) hours  
9 after termination in person or by certified  
10 mail to his last known address or to the  
11 Local Union having jurisdiction where the  
12 work is performed.  
13
- 14 **Art. 14(g)** The following is a joint interpreta-  
15 tion of Art. 14(d) and (f) that is to be applied  
16 through the Western States Area:  
17
- 18 **Art. 14(g)(1)** Saturdays, Sundays, and holidays  
19 are not counted in the 72 hour period, or  
20 accumulation of pay unless such days are  
21 worked on the job the employee quit.  
22
- 23 **Art. 14(g)(2)** The Contractor's responsibility  
24 stops at the time indicated on the receipt if  
25 the check is mailed certified.  
26
- 27 **Art. 14(g)(3)** If the Contractor mails check cer-  
28 tified to the last known address or to the  
29 Union within the 72 hour period, no penalty  
30 will apply.  
31  
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34



1 performance of his duties; and likewise no  
2 Steward shall cause or call a work stoppage.  
3

4 **ARTICLE 16**  
5 **SUPERVISION**  
6

7 **Art. 16(a)** The appointment and num-  
8 ber of General Foremen, who are practi-  
9 cal mechanics of the trade, is the function  
10 of management.

11 **Art. 16(b)** The appointment and number of  
12 foremen and assistant foremen is the func-  
13 tion of management, subject to the follow-  
14 ing qualifications:  
15

16 **Art. 16(c)** All Foremen and Assistant Foremen  
17 shall be practical mechanics of the trade.  
18

19 **Art. 16(d)** Where one (1) to ten (10) men are  
20 employed on a job, one of them shall be a  
21 foreman, who may work with the tools.  
22

23 **Art. 16(e)** Where more than ten (10) are  
24 employed, one shall be a foreman who shall  
25 not work with the tools, and at the discre-  
26 tion of the Contractor, an Assistant Foreman  
27 who may work with the tools.  
28

29 **Art. 16(f)** Direct orders shall be given to the  
30 men by the General Foremen, Foremen  
31 and/or Assistant Foremen.  
32  
33  
34



1 **Art. 16(g)** The Contractor shall have the right  
2 to employ its General Foremen and fore-  
3 men, who are practical mechanics of the  
4 trade, from any source. A Contractor may  
5 also request the Union by name for men to  
6 act as General Foremen and Foremen, which  
7 shall be honored without regard to the  
8 requested man's place on the out-of-work  
9 list. When additional Foremen beyond those  
10 as noted above are required, the Contractor  
11 should consider local Foremen along with  
12 Foremen from other sources.

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

18 There shall be no contract, bonus, piece,  
19 bit or task work; nor shall there be any  
20 limit on or curtailment of production. Profit  
21 Sharing or Incentive programs will be  
22 permitted when agreed to by the Local  
23 Business Manager.

24  
25 **ARTICLE 18**  
26 **BOND OR ESCROW REQUIREMENTS**  
27

28 **Art. 18(a)** A surety or cash bond up to  
29 \$100,000.00 may be required to ensure pay-  
30 ment of fringe benefits from the Contractors  
31 who have been delinquent in payments  
32 or who have not previously employed  
33 Boilermakers in the area covered by  
34 this Agreement.

1 **Art. 18(b)** The Union may refuse to refer  
2 men to and may withdraw men from any  
3 Contractor who has not posted a bond  
4 when required, and such refusal or with-  
5 drawal will not constitute a violation of  
6 this Agreement.  
7

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

11 **Art. 19(a)** The Contractor shall pay into the  
12 Boilermakers National Health & Welfare  
13 Fund the sum outlined in Article 13 for  
14 each hour worked for the Contractor by  
15 all his employees who are covered by this  
16 Agreement.  
17

18 **Art. 19(b)** The Contractor agrees to and shall  
19 be bound by the Trust Agreement creat-  
20 ing the Boilermakers National Health and  
21 Welfare Trust and all amendments now or  
22 hereafter approved by the Board of Trustees,  
23 said Agreement and amendments are incor-  
24 porated by reference and made a part of this  
25 Agreement as if affixed hereto.  
26

27 **ARTICLE 20**  
28 **PENSIONS**  
29

30 **Art. 20(a)** It is agreed that contributions will  
31 be paid to the Boilermaker- Blacksmith  
32 National Pension Trust as outlined in Article  
33 13 for all hours worked for the Contractor  
34 by all employees who are covered by this

1 Agreement. The Contractor shall make con-  
2 tributions in the amount specified in Article  
3 13 for all straight-time hours worked and  
4 at the applicable overtime rate for overtime  
5 hours worked by all employees covered by  
6 this Agreement.  
7

8 **Art. 20(b)** The Contractor agrees to and shall be  
9 bound by the Trust Agreement creating the  
10 Boilermakers National Pension Trust and all  
11 amendments now or hereafter approved by  
12 the Board of Trustees, said Agreement and  
13 amendments are incorporated by reference  
14 and made a part of this Agreement as if  
15 affixed hereto.  
16

17 **ARTICLE 21**  
18 **APPRENTICESHIP PROGRAM**  
19

20 **Art. 21(a)** It is agreed that contributions  
21 will be paid to the Western States Area  
22 Apprenticeship Fund as outlined in Article  
23 13 for all hours worked for the Contractor  
24 by all employees who are covered by  
25 this Agreement.  
26

27 **Art. 21(b)** It is the understanding of the par-  
28 ties to this Agreement that the funds con-  
29 tributed by signatory Contractors to the  
30 Apprenticeship Fund will not be used to  
31 train apprentices, helpers or journeymen  
32 who will be employed by Contractors in  
33 the Boilermakers Field Construction and  
34

1 Repair Industry who are not signatory to a  
2 collective bargaining agreement providing  
3 for contributions to the Fund. Therefore,  
4 the Trustees of the Fund are empowered  
5 to adopt and implement a scholarship loan  
6 agreement program which will require  
7 apprentices and journeymen who receive  
8 training benefits from the Fund and who  
9 are employed by signatory Contractors to  
10 repay the costs of training either by service  
11 with such Contractors following training, or  
12 by actual repayment of the costs of training  
13 if the individual goes to work for a non-sig-  
14 natory Contractor in the Boilermaker Field  
15 Construction and Repair Industry.

16  
17 **Art. 21(c)** The Contractor agrees to and shall be  
18 bound by the Trust Agreement creating the  
19 Boilermakers National Apprenticeship and  
20 all amendments now or hereafter approved  
21 by the Board of Trustees, said Agreement  
22 and amendments are incorporated by refer-  
23 ence and made a part of this Agreement as  
24 if affixed hereto.

25  
26 **Art. 21(d)** Both parties agree to adhere to  
27 the Boilermaker Western States Area  
28 Apprenticeship Standards.

29  
30 **Art. 21(e)** One (1) apprentice to be employed  
31 on each job of five (5) to ten (10) employees  
32 unless mutually agreed by the Contractor  
33 and the Union that this is not warranted.  
34 On larger jobs, the ratio shall be one (1)

1 apprentice to four (4) journeymen and one  
2 (1) helper.

3  
4 **Art. 21(f)** Any ratio of apprentices to employ-  
5 ees greater than the above must be by mutu-  
6 al consent of the Contractor and Union.

7  
8 **Art. 21(g)** It is understood that when appren-  
9 tices are assigned to a job, the above ratios  
10 shall be applied as journeymen are referred  
11 to the job.

12  
13 **Art. 21(h)** In the event that apprentices are not  
14 available in sufficient number to comply with  
15 these ratios, the Area Joint Apprenticeship  
16 Committee and the International Union will  
17 be notified and necessary steps are to be  
18 taken to increase the number of available  
19 apprentices.

20  
21 **Art. 21(i)** Both parties agree that the Western  
22 States Area Apprenticeship Committee has  
23 full authority under the Agreement to:

24  
25 **Art. 21(i)(1)** Enforce ratios for the employment  
26 of Apprentices on the job.

27  
28 **Art. 21(i)(2)** Transfer Apprentices within the  
29 Western States for the purpose of fulfilling  
30 the training requirements of the Standards  
31 and providing continuity of employment.

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**ARTICLE 22**  
**ANNUITY PROGRAM**

**Art. 22(a)** It is agreed that contributions will be paid to the Boilermaker National Annuity Trust the sum outlined in Article 13 for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

**Art. 22(b)** The Contractor agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Annuity Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**ARTICLE 23**  
**MOST**

**Art. 23(a)** The parties to this Agreement will cooperate to accomplish a drug-free environment and a safe work place. The MOST drug screening program shall be mandatory for all Boilermakers once per calendar year. It is further agreed by the parties that drug screening during employment and pre-employment, including random and for-cause, shall be based upon the requirements of the Contractor or Owner. Subsequent mandatory MOST training will be required

1 for all Boilermakers in accordance with the  
2 following schedule.

3  
4 **Art. 23 (a)(1) – OSHA 10 Hour:** Not later than  
5 October 1, 2009.

6  
7 **Art. 23 (a)(2) – Pulmonary Function:** Not later than  
8 October 1, 2009. Pass or fail is not a condi-  
9 tion of employment.

10  
11 Applicants must satisfactorily complete the  
12 above requirement not later than the date  
13 specified in order to be considered available  
14 for referral and employment as provided in  
15 Article 6.

16  
17 **Art. 23(b)** The Contractor agrees to and shall  
18 be bound by the Trust Agreement, policies,  
19 and procedures creating the Mobilization,  
20 Optimization, Stabilization, and Training  
21 Program (MOST) and all amendments or  
22 revisions to policies and procedures now or  
23 hereafter approved by the Board of Trustees.  
24 Said Trust Agreement, policies, procedures,  
25 and amendments or revisions are incorpo-  
26 rated by reference and made a part of this  
27 Agreement as if affixed hereto.

28  
29 **Art. 23(c)** The contribution rate specified for  
30 MOST will be thirty four cents (\$0.34)\* des-  
31 ignated to MOST to fund the Boilermakers  
32 National Reserve Center, the Common Arc  
33 Welding program, and the MOST Safety  
34 and Training Program which includes drug

1 screening. \*One cent (\$0.01) is a voluntary  
2 contribution to the National Association  
3 of Construction Boilermaker Contractors  
4 that may or may not be paid at the  
5 Contractors' discretion.

6  
7 **Art. 23(d)** The Employer agrees to and shall be  
8 bound by the Trust Agreement, policies and  
9 procedures creating MOST, and all amend-  
10 ments or revisions to policies and proce-  
11 dures now or hereafter approved by the  
12 Board of Trustees. Said Trust Agreement,  
13 policies, procedures, and amendments or  
14 revisions are incorporated by reference  
15 and made a part of this Agreement as if  
16 affixed hereto.

17  
18 In the event the Boilermaker participants  
19 in MOST programs cease participation in  
20 any aspect of the MOST programs, then the  
21 Employer contribution requirements con-  
22 tained in this Agreement are null and void  
23 and the Employer will immediately cease all  
24 contributions to MOST.

25  
26 It is understood that the MOST program is  
27 intended to be an Employer sponsored pro-  
28 gram. In recognition of the Boilermakers'  
29 participation in the programs on their own  
30 time, the Employers will fund any increases  
31 to the MOST Program as required by the  
32 Board of Trustees.

33  
34



1 **Art. 23(e)** Any increase or decrease shall be  
2 implemented on the first day of the month  
3 following notification from MOST to the  
4 Co-Chairmen of this Agreement.

5  
6 **ARTICLE 24**  
7 **VACATION TRUST**  
8

9 **Art. 24(a)** It is agreed that contributions will  
10 be paid to the Western States Construction  
11 Boilermaker Vacation Trust the sum out-  
12 lined in Article 13 for all straight-time hours  
13 worked, and at the applicable overtime rate  
14 for overtime hours worked by all employees  
15 covered by this Agreement.

16  
17 **Art. 24(b)** The Contractor agrees to and shall  
18 be bound by the Trust Agreement creating  
19 the Boilermakers Vacation Trust and all  
20 amendments now or hereafter approved by  
21 the Board of Trustees, said Agreement and  
22 amendments are incorporated by reference  
23 and made a part of this Agreement as if  
24 affixed hereto.

25  
26 **Art. 24(c)** The monies specified above are  
27 delayed hourly wages with taxes withheld  
28 at time of earning.

29  
30 **Art. 24(d) Campaign Assistance Fund.** Campaign  
31 Assistance Fund (CAF) deductions will  
32 be handled with employees through the  
33 Western States Construction Boilermaker  
34 Vacation Trust.

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4                   **ARTICLE 25**  
5                   **DUES CHECKOFF**

6     **Art. 25(a)** The Contractor will deduct from the  
7     wage of each employee the current Union  
8     field dues and monthly membership dues  
9     as certified by the Union when authorized  
10    by the employee as herein provided.

11   **Art. 25(b)** Deductions shall be made only  
12    where there is in effect in the possession of  
13    the Contractor a voluntary written assign-  
14    ment executed by the employee on a stan-  
15    dard form furnished by the Union, and the  
16    deduction shall be remitted to the Financial  
17    Secretary of the Lodge where the work is  
18    being performed at the same time trust con-  
19    tributions are required to be submitted.

20   **Art. 25(c)** The Contractor shall forward to the  
21    office of the Local Union monthly a report of  
22    all hours worked by each employee covered  
23    by this Agreement and deductions made.

24  
25                   **ARTICLE 26**  
26                   **RIDER CLAUSE**

27  
28   **Art. 26(a)** Project Agreements negotiated by  
29    the International Union shall supersede this  
30    Agreement to the extent of any modifica-  
31    tions or changes specifically set forth therein.

32  
33   **Art. 26(b)** The Business Manager of the  
34    Local Lodge may modify Articles of this

1 Agreement on a specific job when, in his  
2 judgment, it is in the craft's best interest to  
3 do so. Any such agreement shall apply only  
4 to that job or project and will automatically  
5 terminate at the conclusion of the work. All  
6 changes will be reduced to writing, signed  
7 by the parties with copies to the Chairmen  
8 on the Contractors and Union Negotiating  
9 Committees before the work commences.

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**ARTICLE 27**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Art. 27(a)** In order to reduce the possibility of disputes arising from divergent interpretations of the provisions of this Agreement, and to thereby improve the uniformity of such interpretations to the greatest extent possible, the chairmen of the respective negotiating committees shall comprise an advisory body on contract intent which may be consulted by either party at any step of the grievance procedure and which shall be consulted before any grievance is taken to arbitration.

**Art. 27(b)** Grievances that may arise on any job covered by this Agreement shall be given consideration as follows:

**Art. 27(c)** Every grievance must be presented within five (5) working days from the date of the occurrence of the event on which the grievance is based.

1 **Art. 27(d)** Grievances that may arise on a  
2 job will be taken up between the Steward  
3 and the Contractor's Foremen or Agent  
4 in charge. Such grievances that cannot be  
5 settled within two (2) days shall be referred  
6 to the Business Representative of the Local  
7 Union.  
8

9 **Art. 27(e)** The matter will then be taken up  
10 between the Business Representative of  
11 the Local Union and the Representative or  
12 Agent of the Contractor. If said grievance  
13 cannot be settled as provided above within  
14 the next five (5) days, it shall then be pre-  
15 sented in writing and within the next ten  
16 (10) days shall be answered in writing. The  
17 time limits specified in this paragraph may  
18 be changed by mutual agreement.

19 **Art. 27(f)** In the event the grievance cannot be  
20 settled as above provided within thirty-two  
21 (32) days after it arises, it shall be submitted  
22 in writing to the International President of  
23 the Union or his duly designated represen-  
24 tative, and an Industry Representative duly  
25 selected by the Contractor, for consideration  
26 and settlement.  
27

28 **Art. 27(g)** In the event the grievance is not  
29 settled within ten (10) days after it has been  
30 submitted in accordance with Art. 27(f),  
31 the Union or the Contractor, at any time  
32 within the next ten (10) days, may request  
33 in writing that the grievance be submitted  
34

1 to arbitration; and if such request is made,  
2 the grievance shall be submitted to arbitra-  
3 tion as hereinafter provided. Within ten (10)  
4 days following the receipt of the written  
5 request for arbitration, the parties shall meet  
6 and select an Arbitrator to hear the dispute.  
7 The hearing shall start as promptly there-  
8 after as practicable and be conducted in an  
9 informal and "layman like" manner. The  
10 Arbitrator shall have no authority to add to  
11 or delete from the terms hereof or to impose  
12 on any party hereto, limitations or obliga-  
13 tions not specifically provided for in this  
14 Agreement. The decision of the Arbitrator  
15 shall be rendered in writing and shall be  
16 final and binding on both parties, provid-  
17 ed such decision is within the terms of  
18 this Agreement.

19  
20 **Art. 27(h)** In the event the parties fail to agree  
21 on an Arbitrator in the ten (10) day period  
22 provided above, he shall be selected from a  
23 list furnished by the Federal Mediation and  
24 Conciliation Service.

25  
26 **Art. 27(i)** The expense and compensation  
27 of the Arbitrator shall be divided equally  
28 between the Contractor and the Union.

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1 and maintain safe working conditions, and  
2 the Union shall encourage employees to  
3 work in a safe manner, and when safety  
4 devices are furnished, cooperate to see that  
5 employees use them.  
6  
7 **Art. 28(f)** Rigging crews on all power equip-  
8 ment shall be composed of a sufficient num-  
9 ber of men to handle the work involved in  
10 an efficient and safe manner.  
11  
12 **Art. 28(g)** Employees required to work in  
13 any area where they are exposed to acids  
14 or caustics, shall be provided protective  
15 clothing and equipment by the Contractor.  
16 Employees shall be reimbursed for personal  
17 clothing damaged or destroyed under the  
18 above conditions upon presentation of such  
19 damaged or destroyed item and for cloth-  
20 ing damaged or destroyed by fire or natural  
21 disaster occurring at the job site.  
22  
23 **Art. 28(h)** Where required for riggers, safety  
24 belts will be provided with a clip and bolt bag.  
25  
26 **Art. 28(i)** In hazardous areas, one man shall  
27 not be required to work alone where he can-  
28 not obtain assistance in case of accident.  
29  
30 **Art. 28(j)** When employees are required to  
31 work outside in normally unworkable  
32 weather, the Contractor shall furnish rain  
33 jackets and leg protection. The employee  
34 shall exercise reasonable responsibility for

1 the care of the protective clothing subject to  
2 reasonable wear and tear.

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**ARTICLE 29**

**MEDICAL TREATMENT AND EXAMINATION**

**Art. 29(a)** An employee suffering an industrial injury who is advised not to resume work by his foreman or first aid attendant or by a physician to whom he has been referred shall be paid on his usual basis for the entire shift on which the injury occurred.

**Art. 29(b)** Likewise, there shall be no loss of pay when an employee is required by his doctor to leave the job temporarily to take subsequent treatment after an industrial injury, provided that only a minimum of time is taken and the privilege is not abused.

**Art. 29(c)** It is further agreed by the Union and the Contractor that where an employee receives a serious injury or serious illness on the job, a representative of the Contractor or the Union Steward shall accompany the employee to the hospital. If the Union Steward is sent with the injured employee to the hospital, it is agreed that the Union Steward shall not suffer any loss of pay he would otherwise have received.



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**ARTICLE 30**  
**JOB NOTICE**

In order to ensure the satisfactory progress of each job, the Contractor shall furnish, in writing, the Local Business Manager and the International Headquarters with the following job information as soon as possible and practical. (A pre-job conference shall satisfy the above requirement).

1. Address of job site (exact street address if available)
2. Approximate starting date and duration
3. Type of job
4. Approximate manpower requirements
5. Map when necessary
6. Request emergency contact telephone numbers of Business Manager and/or Dispatcher.



1 awaiting transportation on completion  
2 of employment.

3  
4 **Art. 31(d)(1)** The above paragraph is to cover  
5 Contractor-provided transportation only.

6  
7 **Art. 31(e) Travel and Per-diem.** The Union and the  
8 Contractor hereby agree that the concept  
9 of travel and per-diem payments is meant  
10 to reimburse employees, who work too far  
11 from home to live at home during the course  
12 of a job or project, for travel and living costs.  
13 Travel payments will be agreed to by the  
14 Contractor and the Union as either:

15  
16 **Art. 31(e)(1)** If the employee lives 40 miles or  
17 more from the job site, he will be paid eigh-  
18 teen cents (\$0.18) per mile for transportation  
19 plus travel costs of thirty-eight cents (\$0.38)  
20 per mile from his home. Such costs shall be  
21 paid from the employee's home over the  
22 most direct main traveled route, or:

23  
24 **Art. 31(e)(2)** The Contractor shall provide  
25 transportation for the employee to and from  
26 the job site at the beginning and conclusion  
27 of their employment as provided for in  
28 Art. 12(f).

29  
30 **Art. 31(e)(3)** Employees entitled to travel pay  
31 in the above paragraph shall be entitled to  
32 per-diem in the amount of seventy dollars  
33 (\$70.00) per day. (These per-diem payments  
34 will be subject to applicable provisions of

1 Article 12). The per-diem will be paid seven  
2 (7) days per week and the employee will  
3 provide his own room and board.  
4

5 **Art. 31(e)(4)** The employee's permanent  
6 address will be considered his home for  
7 purpose of determining whether or not  
8 travel and per-diem is to be paid. Any or all  
9 of the following may be used to verify the  
10 permanent home or home address:

- 11
- 12 *Current Driver's License*
- 13 *Voter Registration*
- 14 *Phone Listing in Phone Book*
- 15 *Verification by Local Union*
- 16 *Paid Utility Bills for Address Claimed*
- 17 *Rent Receipts for Past 6 Months Minimum*
- 18

19 **Art. 31(e)(5)** For the purpose of travel and  
20 per-diem, an employee's residence or home  
21 address can be changed only once per year.  
22

23 **Art. 31(e)(6)** When an employee is required to  
24 take a welder's test outside of the forty (40)  
25 mile free zone from the point considered as  
26 his residence he shall be paid per-diem for  
27 the day in which he takes the test provided  
28 he passes the test and accepts immedi-  
29 ate employment with the Contractor. Once  
30 employment is accepted and the employee  
31 commences employment, per-diem shall be  
32 paid in accordance with the terms set forth  
33 above in this Article.  
34

1 **Art. 31(f)** When an employee suffers an  
2 industrial injury while in a remote area, the  
3 Contractor shall furnish proper hospitaliza-  
4 tion and medical aid. If such injury or ill-  
5 ness prevents an employee from returning  
6 to work within reasonable time or if the  
7 doctor recommends, the employee shall be  
8 returned to Anchorage at the Contractor's  
9 expense. Normally this would be transpor-  
10 tation as provided when hired.

11  
12 **Art. 31(g)** In isolated areas of Alaska, the  
13 Contractor will provide suitable room and  
14 board. It shall be the Contractor's respon-  
15 sibility to arrange for rooms to be kept  
16 clean and linen changed regularly. Suitable  
17 laundry facilities shall be made available  
18 at camp sites.

19  
20 **Art. 31(h)** When furnishing the Job Notice as  
21 provided in Article 30, the Contractor and  
22 the Union will agree prior to the Job Start  
23 whether room and board, camp facilities  
24 or per-diem will be provided in accordance  
25 with Art. 31(e) and Art. 31(g) above.

26  
27 **Art. 31(i)** Employees shall be given forty-eight  
28 (48) hours notice before layoff at job end. It is  
29 further understood on shut down or repair  
30 work the Contractor shall give up to forty-  
31 eight (48) hours notice if possible.

32  
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34

1 **Art. 31(j)** Covered transportation shall be  
2 furnished from a central pickup point if  
3 Contractor-supplied transportation to job  
4 site is provided. This daily pickup is not to  
5 be used by those paid transportation.  
6

7 **Art. 31(k)** Unusual situations of purely local  
8 nature shall be mutually arranged between  
9 the Contractor and the Union's Business  
10 Representative.  
11

12 **Art. 31(l)** It shall be the responsibility of  
13 the Contractor to make arrangements for  
14 employees to cash checks and to assume  
15 any cost incurred for said arrangements.  
16

17 **ARTICLE 32**  
18 **NO STRIKE, NO LOCKOUT**  
19

20 **Art. 32(a)** During the term of this Agreement  
21 there shall be no authorized strike by the  
22 Union and there shall not be any sympathy  
23 strike, slowdown, or other interruptions  
24 of work by the Union or lockout by the  
25 Contractor, provided the Union and the  
26 Contractor abide by the provisions of the  
27 grievance machinery.  
28

29 **Art. 32(b)** In the event a strike, slowdown, or  
30 other interruption of work occurs which is  
31 unauthorized by the Union, the Contractor  
32 agrees that there shall be no liability on the  
33 part of the Union, its officers or agents, pro-  
34 vided the Union shall, as soon as possible

1 after notification by the Contractor of a work  
2 stoppage, post notice at the job that such  
3 action is unauthorized by the Union, and  
4 promptly take steps to return its members  
5 to work.

6  
7 **Art. 32(c)** The Contractor may discharge any  
8 employee for taking part in an unauthor-  
9 ized strike.

10  
11 **Art. 32(d)** Notwithstanding any provisions  
12 of this Article, it shall not be a violation  
13 of this Agreement for employees covered  
14 by this Agreement to refuse to cross a  
15 picket line established by any Union or  
16 the local Building Trades Council  
17 representing employees at the job if such  
18 employees are engaged in a strike which is  
19 properly sanctioned.

20  
21 **ARTICLE 33**  
22 **GENERAL**

23  
24 **Art. 33(a)** A warm, dry, clean, enclosed venti-  
25 lated place shall be provided for the employ-  
26 ees to keep and change their clothes. Hand  
27 cleaning material and towels shall be kept  
28 available. Fresh cold drinking water shall be  
29 made available daily.

30  
31 **Art. 33(b)** Adequate storage space which can  
32 be locked shall be provided for employ-  
33 ees' personal clothing. Employees' personal  
34 clothing stolen as a result of forcible entry

1 into an authorized area will be replaced by  
2 the Contractor upon proof of ownership and  
3 value. There shall be no subterfuge in the  
4 application of this provision.  
5

6 **Art. 33(c)** Employees will be permitted to have  
7 coffee at their work places as long as the  
8 privilege is not abused and does not inter-  
9 fere with the work of others.  
10

11 **Art. 33(d)** Employees will be at established  
12 reporting points at the beginning and end  
13 of their shift. Reporting points will be  
14 established at the tool box or at the base  
15 of the structure. In unusual situations the  
16 Contractor and the Union Business Manager  
17 shall mutually agree on reporting points.  
18

19 **Art. 33(e)** Contractors shall not be restricted  
20 in the selection of kind or source of mate-  
21 rials, supplies or equipment used in the  
22 prosecution of the work; provided that the  
23 Contractor shall make every effort to avoid  
24 the use of materials, supplies or equipment  
25 which will cause dissension.  
26

27 **Art. 33(f)** On projects where Government reg-  
28 ulations specify conditions other than those  
29 set forth in this Agreement and where the  
30 Union agrees to comply with said regula-  
31 tions, the Union shall notify the office of  
32 the Secretary of the Western Field  
33 Construction Negotiating Committee, which  
34



1 shall immediately notify all the Contractors  
2 signatory to this Agreement of whom it  
3 has knowledge.

4  
5 **ARTICLE 34**  
6 **HELPER CLASSIFICATION**  
7

8 **Art. 34(a)** One (1) helper shall be employed  
9 on each job of five (5) to ten (10) employees  
10 unless mutually agreed by the Contractor  
11 and the Union in writing that this is not war-  
12 ranted. On larger jobs, the ratio shall be no  
13 more than one (1) helper to four (4) journeymen  
14 and one (1) apprentice.

15  
16 **Art. 34(b)** The ratio of helpers to apprentices  
17 and/or journeymen referenced above shall  
18 not be exceeded throughout the hiring, oper-  
19 ational, and layoff periods of the project.  
20 Any ratio of helpers to journeymen and  
21 apprentices greater than the above must  
22 be by mutual written consent of the Union  
23 and Contractor.

24  
25 **Art. 34(c)** It is understood that when helpers re  
26 assigned to a job, the above ratios shall not  
27 be exceeded as additional journeymen and  
28 apprentices are referred to the job.

29  
30 **Art. 34(d)** The Contractor shall have a call-by-  
31 name preference when requesting helpers  
32 from a local lodge helper pool.  
33  
34

1 **Art. 34(e)** All helpers shall be required to take  
2 and pass the MOST Drug Screen Test prior to  
3 the time of referral and shall comply with the  
4 MOST Annual Drug Screen Requirements.  
5 At a minimum, helpers shall also be required  
6 to take the MOST OSHA 30, MOST Scaffold  
7 Erection and Dismantling, two (2) of the four  
8 (4) MOST Supplemental Rigging classes and  
9 the WSJAC Helper Orientation Class prior to  
10 being dispatched.

11  
12 **Art. 34(f)** Helper manpower shall not dis-  
13 place proper use or adherence to mandatory  
14 apprenticeship/journeyman ratios as pro-  
15 vided in Art. 21(e), provided the Boilermaker  
16 apprentices are available for referral. If,  
17 however, Boilermaker apprentices are not  
18 available for referral from anywhere in the  
19 Western States, the Contractor may request  
20 additional helpers, thereby replacing the  
21 unavailable Boilermaker apprentices.

22  
23 **Art. 34(g)** Any Contractor who fails or refus-  
24 es to hire field construction Boilermaker  
25 apprentices when available shall not be  
26 allowed to employ helpers on the project  
27 in question.

28  
29 **Art. 34(h)** On layout work requiring the skills  
30 and experience of a Boilermaker journey-  
31 man, one (1) helper may be assigned to assist  
32 one (1) or more Boilermaker journeymen  
33 only if a Boilermaker apprentice is not avail-  
34 able for the assignment.

1 **Art. 34(i)** At no time shall the number or pool  
2 of helpers currently working or registered to  
3 a Local's out-of-work list exceed the number  
4 outlined set forth within a Local's referral rules.  
5 **Art. 34(j)** Helpers will not be eligible to  
6 receive Health & Welfare contributions  
7 until the helper has successfully completed  
8 2,000 hours.  
9  
10 **Art. 34(k)** Both parties agree to cooperate in  
11 making and keeping reasonable records on  
12 the progress of all helpers. Records shall be  
13 in the form of Monthly Evaluation Reports  
14 recording hours worked in each of the work  
15 processes. The records shall be maintained  
16 by the Western States Area Apprenticeship  
17 office. All helper referrals will clearly desig-  
18 nate the helper classification.  
19  
20 **Art. 34(l)** The Local Joint Referral Rules  
21 Committee shall review the helpers' progress  
22 reports. Unfavorable reports may be cause  
23 for disciplinary action by said Committee.  
24 Unfavorable reports may be cause for dis-  
25 ciplinary action to include ineligibility to  
26 register on a Local's helper pool.  
27  
28 **Art. 34(m)** Helpers may be expelled from this  
29 program and denied referral for violation  
30 of the Local's Referral Rules or Contractor  
31 Work Rules constituting a just cause ter-  
32 mination as determined by the Local Joint  
33 Referral Rules Committee. Helpers dropped  
34

1 from the industry shall be given written  
2 notice to that effect with copies to dispatchers  
3 at all Western States Construction Locals.

4  
5 **Art. 34(n)** It is recognized that, due at times  
6 to skilled-manpower shortages in the area  
7 covered by the Western States Articles of  
8 Agreement, it may be necessary to modify  
9 this Appendix to correct unforeseen prob-  
10 lems through a written rider issued by  
11 the International Vice President and the  
12 Contractor Chairman of the Western States  
13 Section.

14  
15 **Art. 34 (o)** When the helper has served 2,000  
16 hours, the helper shall thereafter be dis-  
17 patched indicating as such and then the  
18 Contractor shall pay full Health & Welfare  
19 benefits into the Boilermakers National  
20 Health & Welfare Fund for the helper  
21 Classification on an hours worked basis.

22  
23 **Art. 34(p)** Helper rates shall be a minimum  
24 of 55% of the applicable mechanic's rate  
25 per hour.

26  
27 **Art. 34(q)** The Contractor shall pay the help-  
28 er listed rate for Apprenticeship, MOST,  
29 Pension, and National Annuity contributions  
30 on individuals working within this classifica-  
31 tion. The Contractor shall also be required  
32 to make full contributions to the Health &  
33 Welfare Fund on behalf of the helper after he  
34 has successfully completed 2,000 hours.

1 **Art. 34(r)** The helper may not perform layout  
2 work, certified welding, crane signaling, or  
3 supervise in any capacity. The helper may  
4 perform any other work in which he or she  
5 is capable.

6  
7 **ARTICLE 35**  
8 **DURATION OF AGREEMENT**  
9

10 **Art. 35(a)** This Agreement shall become effective  
11 October 1, 2011 and shall remain in effect  
12 through September 30, 2014, and from year  
13 to year thereafter unless either party shall at  
14 least sixty (60) days prior to any anniversary  
15 date notify the other party in writing of any  
16 proposed changes to this Agreement. In  
17 the event such notice(s) are given the parties  
18 shall meet not later than forty-five (45)  
19 days prior to said expiration(s), shall negotiate  
20 only the proposed negotiable changes,  
21 and shall conclude the negotiations without  
22 unnecessary delay.

23  
24 **Art. 35(b)** It is understood that this Agreement  
25 is a counterpart of an agreement negotiated  
26 with the Union on an area-wide  
27 basis by a group of the Contractors engaged  
28 in the Field Construction Industry in the  
29 area, who have likewise executed counterparts  
30 of this Agreement. Should such  
31 agreement, by notice given as provided  
32 above, be reopened for further negotiations,  
33 such negotiations shall be conducted  
34 on an area-wide basis by the members of

1 industry who have executed counterparts of  
2 this Agreement.

3  
4 **Art. 35(c)** Any provision of the Agreement,  
5 its amendments or appendices, which are  
6 in contravention of any National or State  
7 law affecting all or part of the territorial  
8 limits covered by this Agreement, shall be  
9 suspended in operation within the territo-  
10 rial limits to which such law is applicable  
11 for the period during which such law is in  
12 effect. Such suspension shall not affect the  
13 operation of such provisions in territories  
14 covered by the Agreement to which the law  
15 is not applicable, nor shall it affect the opera-  
16 tions of the remainder of the provisions of  
17 the Agreement within the territorial limits to  
18 which such law is applicable.

19  
20 **Art. 35(d)** Any breach of this Agreement by a  
21 particular Contractor shall not operate as  
22 a violation of this Agreement by any other  
23 Contractor. Likewise, any breach of this  
24 Agreement by the Union to one Contractor  
25 shall not give rise to any rights of any  
26 other Contractor.

27  
28 **Art. 35(e)** It is agreed that all matters subject  
29 to collective bargaining have been discussed  
30 and disposed of during the negotiations  
31 arriving at this contract, and both parties  
32 agree that there shall be no further bargain-  
33 ing on any matter whatsoever during the  
34

1 term of this Agreement except as other-  
2 wise provided for under Art. 3(d) (Union  
3 Security) and Article 26 (Rider Clause).

4  
5 **Art. 35(f)** In witness whereof, the parties hereto  
6 have amended this Agreement effective Oct.  
7 1, 2011, to supersede the Agreement that  
8 expired Sept. 30, 2011.

9  
10 **Art. 35(g)** The foregoing settlement was agreed  
11 upon this date by the subcommittee named  
12 below representing the above parties and is  
13 approved and recommended.

14  
15 **Representing the Contractors:**

16 Larry Jansen, Chairman  
17 ARB, Inc.

18 Dave Pavlik, Co-Chairman  
19 Babcock & Wilcox

20 Thomas A. Dillon, Secretary  
21 CMTA

22 Jeffrey Brown  
23 PSF Industries

24 Gerald Corvino  
25 APF

26 Mike Dolan  
27 CH Murphy / Clark Ullman

28 Tom Garbin  
29 Nooter Construction Company

30 Bill Hamilton  
31 Performance Mechanical, Inc.

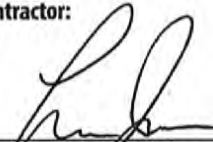
1 Ray Maw  
2 CBI Services, Inc.  
3 Bob Richardson  
4 Air Conditioning Corporation  
5  
6 Wayne Tarbutton  
7 AComPower, Inc.  
8 Jeffrey Teather  
9 Bechtel Construction Company  
10 Neal Teeple  
11 Industrial Services, Inc.  
12  
13 Monty Unsworth  
14 Power Source Services, Inc.  
15  
16 **Representing the Union:**  
17 J. Tom Baca, Chairman  
18 International Vice President  
19  
20 Gary Powers, Secretary  
21 International Representative  
22 James Cooksey  
23 International Representative  
24  
25 Fred Fields  
26 International Representative  
27 Casey Tibbs  
28 Local 4 Business Manager  
29 John Roeber  
30 Local 11 Business Manager  
31  
32 Mark Thomas  
33 Local 92 Business Manager  
34

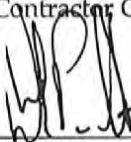


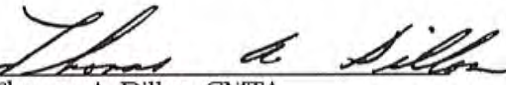
1 Tim Ruth  
2 Local 101 Business Manager  
3 Mark Keffeler  
4 Local 242 Business Manager  
5 Darin McCarthy  
6 Local 500 Business Manager  
7 Randy Robbins  
8 Local 502 Business Manager  
9 Dale Bilyeu  
10 Local 549 Business Manager  
11 Allen Meyers  
12 Local 627 Business Manager  
13  
14  
15

16  
17 By their signatures hereto, the undersigned  
18 Contractor and Union bind themselves to  
19 the Western States Agreement, in effect from  
20 Oct. 1, 2011 through Sept. 30, 2014. The par-  
21 ties hereto stipulate and agree to be bound  
22 by the terms and conditions of the aforesaid  
23 Labor Agreement for the duration thereof,  
24 as well as any and all extensions, modifica-  
25 tions, and amendments thereto, and it is  
26 further stipulated and agreed hereby that  
27 they will be similarly bound by all succes-  
28 sor agreements unless the Union or the  
29 Contractor receives from the other written  
30 notice of cancellation of this Agreement at  
31 least sixty (60) days, but not more than  
32 ninety (90) days, prior to the termination of  
33 any such area agreement.  
34

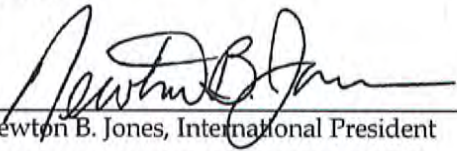
**For the Contractor:**

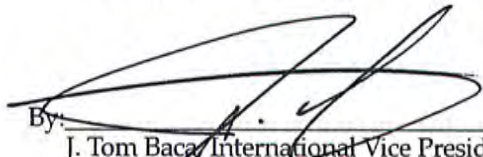
By:   
\_\_\_\_\_  
Larry Hansen, XRB, Inc.  
Contractor Chairman

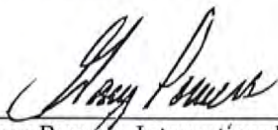
By:   
\_\_\_\_\_  
Dave Pavlik,  
Babcock & Wilcox Construction Co., Inc.  
Contractor Co-Chairman

By:   
\_\_\_\_\_  
Thomas A. Dillon, CMTA  
Contractor Secretary

**For the Union:**

By:   
Newton B. Jones, International President

By:   
J. Tom Baca, International Vice President  
Union Chairman

By:   
Gary Powers, International Representative  
Union Secretary

## Signatory Contractors

American Industrial Refrigeration  
215 Pleasant Ave  
Atwater, MN 56209  
320-974-8122

AP&F Construction  
215 South River Bend Way #D  
North Salt Lake, UT 84504  
801-397-2763

ARB Inc.  
26000 Commercentre Dr  
Lake Forest, CA 92630  
949-454-7100

Associated Mechanical Inc.  
PO Box 2448  
Shawnee Mission, KS 66201  
913-782-8500

Atlantic Plant Maintenance Inc.  
3225 Pasadena Blvd  
Pasadena, TX 77503  
713-740-8000

Lloyd W Aubry Co. Inc.  
2148 Dunn Rd  
Hayward, CA 94545  
510-732-9038

AZCO Inc.  
806 Valley Rd, PO Box 567  
Appleton, WI 54912  
920-734-5791

Babcock & Wilcox Constr. Co. Inc.  
74 Robinson Ave, PO Box 802  
Barberton, OH 44203  
330-860-6345

The E.J. Bartells Co.  
700 Powell Ave SW  
Renton, WA 98055  
425-228-4111

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

Baseline Industrial Construction Inc.  
6446 NE Portland Hwy  
Portland, OR 97218  
503-287-6722

Bates Engineers/Contractors Inc.  
PO Box 846  
Bainbridge, GA 39818  
229-246-4312

Bechtel Construction Company  
50 Beale Street  
San Francisco, CA 94105  
415-768-1234

Bragg Crane & Rigging  
6251 Paramount Blvd  
Long Beach, CA 90805  
562-984-2400

CBI Services Inc.  
14107 South Rte 59  
Plainfield, IL 60544  
815-439-6067

CCI Mechanical Inc.  
758 S Redwood Rd  
Salt Lake City, UT 84125  
801-973-9000

Clayburn Refractories  
PO Box 238  
Sumas, WA 98295  
206-771-4600

Commercial Welding Co.  
711 South Myrtle St  
Seattle, WA 98108  
206-767-4211

Contractors Cargo Co.  
500 S Alameda St  
Compton, CA 90221  
310-609-1957

Contractors Rigging & Erectors  
500 S Alameda St  
Compton, CA 90221  
310-609-1957

Danick Mechanical Inc.  
PO Box 207  
Nicolaus, CA 95659  
530-656-2666

DC Power Industrial  
1536 MC Rd 22  
Craig, CO 81625  
970-824-6775

DDJ Construction Welding Inc.  
718 Griffin Ave PMB 339  
Enumclaw, WA 98022  
425-432-6170

Delta Steel Erectors  
325 W Channel Rd  
Benicia, CA 94521  
707-748-2221

Electrical Energy Services Inc.  
PO Box 1980  
Farmington, NM 87499  
505-325-5003

Ershigs Inc.  
742 Marine Dr  
Bellingham, WA 98225  
360-733-2620

Gear Tech Mechanical LLC  
1121 Columbia Blvd  
Longview, WA 98632  
360-577-9178

Gemma Power Systems Calif.  
5025 Delevan Rd  
Maxwell, CA 95955  
530-361-6301

General Construction Co.  
19472 Powder Hill Place  
Poulsbo, WA 98370  
360-779-3200

Harder Mechanical  
PO Box 5118  
Portland, OR 97208  
503-281-1112

Haskell Corporation  
1001 Meador Ave  
Bellingham, WA 98226  
360-734-1200

Hollinger Construction  
1061 Industrial Way  
Longview, WA 98632  
360-423-4850

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

Industrial Services Co.  
PO Box 749  
Frenchtown, MT 59834  
406-549-1706

Industrial Services Inc.  
PO Box 862  
Rock Springs, WY 82902  
307-382-9258

J & W Construction Specialties  
15351 Texaco Ave  
Paramount, CA 90723  
562-906-1469

Jaffa Construction Inc.  
PO Box 107  
Moose Pass, AK 99631  
907-224-8002

The Jamar Company  
4701 Mike Colalillo Dr  
Duluth, MN 55807  
218-628-1027

JVE Mechanical Inc.  
5321 - 228th SE  
Bothell, WA 98021  
206-485-3875

J. H. Kelly LLC  
PO Box 2038  
Longview, WA 98632  
360-423-5510

Kiewit Industrial Co.  
1000 Kiewit Plaza  
Omaha, NE 68131  
402-342-2052

Kimco Inc.  
PO Box 1610  
Kenai, AK 99611  
907-283-3656

Lampson Universal Rigging Inc.  
PO Box 6510  
Kennewick, WA 99336  
509-586-0411

Locke Equipment Sales Co.  
1917 E Spruce  
Olathe, KS 66062  
913-782-8500

Lyles Mechanical Co.  
PO Box 4287  
Fresno, CA 93744  
559-441-1900

Mechanically Inclined Inc.  
1818 Baker Way  
Kelso, WA 98626  
360-673-5394

A.R. Merante Corporation  
24353 Walnut St  
Santa Clarita, CA 91321  
661-645-1278

Metalworks of Montana  
109 N California  
Missoula, MT 59801  
406-728-5070

Mid Mountain Boiler & Steam Inc.  
7725 Hwy 291  
Ford, WA 99013  
509-258-7200

Midwest Construction Co. Inc.  
PO Box 240  
Fox River Grove, IL 60021  
317-781-2380

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

Modern Piping Inc.  
8370 W I 35 W Service Dr  
Blaine, MN 55449  
763-786-7800

C. H. Murphy/Clark- Ullman Inc.  
5565 N Dolphin St  
Portland, OR 97217  
503-285-5030

National Steel Erection Inc.  
PO Box 1772  
Owensboro, KY 42302  
270-926-2534

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

Northside Welding  
812 Chestnut  
Helena, MT 59601  
406-442-5150

Pacific Petroleum Inc.  
111 S Spokane St  
Seattle, WA 98134  
206-682-5354

Performance Contracting  
16047 W 110th St  
Lenexa, KS 66219  
913-888-8600

Plibrico Company  
2815 North 11th St  
Omaha, NE 68110  
402-345-3223

PMI Corporation  
(Performance Mechanical Inc.)  
PO Box 1516  
Pittsburg, CA 94565  
925-432-4080

Power Source Services Inc.  
1995 West Haycock Lane  
Helper, UT 84526  
801-556-7943

PSF Industries Inc.  
65 S Horton St  
Seattle, WA 98134  
206-622-1252

RMF Nooter Inc.  
915 Matzinger  
Toledo, OH 43612  
419-727-1970

Rockford Corporation  
PO Box 111706  
Anchorage, AK 99511  
907-344-4551

Salem Furnace Co.  
Cherrington Corporate Center  
100 Corporate Center Dr  
Coraopolis, PA 15108  
412-923-2200

Schuff Steel Co.  
420 S 19th Ave  
Phoenix, AZ 85009  
602-252-7787

Seattle Boiler Works Inc.  
500 S Myrtle St  
Seattle, WA 98108  
206-762-0737

Siemens Westinghouse  
Power Electric Corp.  
4400 Alafaya Trail  
Orlando, FL 32826  
407-281-2000

Enoch Smith & Sons Co.  
1441 Beck St  
Salt Lake City, UT 84116  
801-364-8477

Special Service Contractors Inc.  
PO Box 3121  
Paso Robles, CA 93447  
805-227-0913

T. Bailey Inc.  
12441 Bartholomew Rd  
Anacortes, WA 98221  
360-293-0682  
Technical Consultants Inc. (TCI)  
3425 International Way  
Fairbanks, AK 99701  
907-452-1792

Thompson Tank & Construction  
PO Box 5788  
Bakersfield, CA 93388  
661-393-2783

J.T. Thorpe Company  
6833 Kirbyville  
Houston, TX 77033  
713-644-1247

Tri-County Mechanical & Electrical  
Inc.  
3139 Bozeman Ave  
Helena, MT 59601  
406-443-4291

United Riggers & Erectors Inc.  
4188 Valley Blvd  
Walnut, CA 91789  
562-944-6221

University Marelich Mechanical  
24041 Amador St  
Hayward, CA 94544  
510-785-5500

University Mechanical Contractors  
11611 49th Place W  
Mukilteo, WA 98275  
206-364-9900

Utility Investment Recovery  
842 Mt. Zion Church Rd  
Casar, NC 28020  
704-538-8500

Walashek Industrial & Marine  
6410 S 143rd St  
Tukwila, WA 98168  
206-624-2880

Wayron Inc.  
PO Box 1059  
Longview, WA 98632  
360-425-8600

Webster Sleeker Welding Inc.  
3312 Arbor Rd  
Lakewood, CA 90712  
513-421-1847

Weldtech Services Inc.  
PO Box 50516  
Billings, MT 59105  
406-373-6313

Western Combustion LLC  
5924 203rd SW  
Lynwood, WA 98036  
425-778-7803

Western Power Service & Constr.  
5620 Modesto Ave NE  
Albuquerque, NM 87113  
505-823-6600



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**NOTES**

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*International Brotherhood of*  
**BOILERMAKERS • IRON SHIP BUILDERS**

MARK S. THOMAS  
 Business Manager/Secretary-Treasurer



*Local Lodge 92*  
**BLACKSMITHS • FORGERS & HELPERS**

2260 South Riverside Ave. • Bloomington, CA 92316  
 (909) 877-9382 • Fax (909) 877-8318

**BOILERMAKER WAGES UNDER WESTERN STATES ARTICLES OF AGREEMENT  
 FOR SOUTHERN CALIFORNIA**

<b>Classifications</b>	<b>1/1/2012</b>	<b>10/1/2012</b>	<b>10/1/2013</b>	<b>1/1/2014</b>	<b>10/1/2014</b>
General Foreman*					
Foreman	\$43.34	\$43.67	\$44.16	\$44.41	\$44.41
Assistant Foreman	\$42.09	\$42.42	\$42.91	\$43.16	\$43.16
Boilermaker	\$40.84	\$41.17	\$41.66	\$41.91	\$41.91
Helper		\$22.64	\$22.91	\$23.05	\$23.05

\$1.00 to be allocated to Local 92 JATC on 10/01/2015 and an additional \$1.00 on 10/01/2016

\* General Foreman wage to be negotiated with the Union Business Manager per Article 34

APPRENTICE RATES FOR ALL AREAS ARE THE APPLICABLE PERCENTAGE OF THE JOURNEYMAN RATE STATED ON EACH APPRENTICE REFERRAL SLIP.

**Boilermaker Benefits**

**Contributions Payable to Trust Funds**

<b>Effective Date:</b>	<b>10/1/2012</b>	<b>1/1/2013</b>	<b>10/1/2013</b>	<b>1/1/2014</b>	<b>10/1/2014</b>
Health and Welfare Fund	\$8.57	\$8.57	\$8.57	\$8.57	\$8.57
Pension Fund *	\$11.28	\$13.20	\$13.20	\$14.26	\$14.26
Apprenticeship Fund	\$0.75	\$0.75	\$0.75	\$0.75	\$1.50
Local 92 JATC					\$0.40
National Annuity *	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
MOST Fund	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34
Vacation Trust Fund *	\$4.67	\$3.00	\$4.56	\$3.50	\$3.50
WSBIF					\$0.10
(* per hours paid)	<b>\$28.61</b>	<b>\$28.86</b>	<b>\$30.42</b>	<b>\$30.42</b>	<b>\$31.67</b>

**Travel and Subsistence**

**Travel:** Mileage paid according to Internal Revenue Service guidelines, if over 120 miles from dispatch point.

**Subsistence:** \$55.00 per day, if over 70 miles from dispatch point.  
 \$70.00 per day, if over 120 miles from dispatch point.

THE EMPLOYER SHALL DEDUCT FIELD DUES OF **6.00%** OF THE GROSS PAY, WHICH INCLUDES THE HOURLY WAGE AND VACATION, FROM EACH EMPLOYEE.



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**BOILERMAKER WAGES UNDER WESTERN STATES ARTICLES OF AGREEMENT  
 FOR SOUTHERN NEVADA**

<b>Classifications</b>	<b>10/1/2012</b>	<b>1/1/2013</b>	<b>10/1/2013</b>	<b>01/01/2014</b>	<b>10/01/2014</b>
General Foreman*					
Foreman	\$35.00	\$36.00	\$36.49	\$36.74	\$36.74
Assistant Foreman	\$33.75	\$34.75	\$35.24	\$35.49	\$35.49
Boilermaker	\$32.50	\$33.50	\$33.99	\$34.24	\$34.24
Helper	\$17.88	\$18.39	\$18.70	\$18.83	\$18.83

\*General Foreman wage to be negotiated with the Union Business Manager per Article 34

APPRENTICE RATES FOR ALL AREAS ARE THE APPLICABLE PERCENTAGE OF THE JOURNEYMAN RATE STATED ON EACH APPRENTICE REFERRAL SLIP.

**Boilermaker Benefits**

**Contributions Payable to Trust Funds**

<b>Effective Date:</b>	<b>10/1/2012</b>	<b>01/01/2013</b>	<b>10/1/2013</b>	<b>01/01/2014</b>	<b>10/01/2014</b>
Health and Welfare Fund	\$8.57	\$8.57	\$8.57	\$8.57	\$8.57
Pension Fund *	\$11.28	\$13.20	\$13.20	\$14.26	\$14.26
Apprenticeship Fund	\$0.75	\$0.75	\$0.75	\$0.75	\$1.50
National Annuity *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
MOST Fund	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34
Vacation Trust Fund *	\$4.67	\$2.00	\$3.56	\$2.50	\$2.50
WSBIF					\$0.10
<b>* per hours paid</b>	<b>\$28.11</b>	<b>\$27.36</b>	<b>\$28.92</b>	<b>\$28.92</b>	<b>\$29.77</b>

**Travel and Subsistence**

**Travel:** Mileage paid according to Internal Revenue Service guidelines, if over 120 miles from dispatch point.

**Subsistence:** \$70.00 per day plus travel in and out.

THE EMPLOYER SHALL DEDUCT FIELD DUES OF **6.00%** OF THE GROSS PAY, WHICH INCLUDES THE HOURLY WAGE AND VACATION, FROM EACH EMPLOYEE.