WESTERN STATES
ARTICLES OF AGREEMENT
between the

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

and the

SIGNATORY CONTRACTORS

Effective October 1, 2017
Terminating September 30, 2020
BOILERMAKER CREED

I AM A BOILERMAKER.
I AM A SKILLED CRAFTSMAN AND A MEMBER OF A TEAM.
I SERVE MY FAMILY, MY CREW, MY LOCAL, MY UNION AND MY EMPLOYER.
I SERVE A BROTHERHOOD WHOSE EXCEPTIONAL LEGACY SPANS OVER 130 YEARS.
I HONOR THOSE WHO CAME BEFORE ME, MY MENTORS.
I HONOR THEIR STRUGGLE TO PROVIDE ME WITH A UNION OPPORTUNITY.
I RESPECT THEIR KNOWLEDGE, LEADERSHIP AND INTEGRITY.
I WILL SHOW UP ON TIME, READY TO WORK.
I WILL GIVE QUALITY WORK FOR QUALITY PAY.
I WILL HONOR THE NEGOTIATED CONTRACT AND LET MY STEWARDS AND UNION REPRESENTATIVES DO THEIR JOBS.
I WILL BE RESPONSIBLE AND ACCOUNTABLE FOR MY ACTIONS.
I WILL DO IT RIGHT THE FIRST TIME.
I AM AN EXCELLENT PROBLEM SOLVER.
I AM A GUEST AT JOB SITES AND CONDUCT MYSELF ACCORDINGLY.
I AM CONSTANTLY LEARNING AND SHARING THAT KNOWLEDGE.
I AM ALWAYS WORKING SAFELY AND DEMAND THE SAME FROM THOSE AROUND ME.
I AM A GUARDIAN OF CRAFTSMANSHIP AND THE UNION WAY OF LIFE.
I AM PART OF A BROTHERHOOD.
I AM A BOILERMAKER.
WESTERN STATES
ARTICLES OF AGREEMENT

between the

International Brotherhood of
BOILERMakers, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
AFL-CIO, CLC

(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, Hawaii and
the American Islands of the Pacific, Idaho, Montana, Nevada,
New Mexico, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2017
Terminating September 30, 2020
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PREAMBLE

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

ARTICLE 1

SCOPE AND PURPOSE OF AGREEMENT

This Agreement shall apply exclusively to the States of Alaska, Arizona, California, Colorado, Hawaii and the American Islands of the Pacific, Idaho, Montana, Nevada, New Mexico, 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.

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 condit-
tion 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 jurisdic-
tion that such authorization is unnecessary,
either party may give written notice to the
other of its desire to reopen the provisions
of this Agreement affecting Union security.
In the event such notice is given, the parties
shall meet within fifteen (15) days to negoti-
ate such Union security provisions.
ARTICLE 4

TRADE JURISDICTION AND WORK CLASSIFICATION

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

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

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

Art. 4(d) The Union wishes only to protect and not to expand, its historical jurisdiction over unloading and loading of Boilermaker materials. Also, the Union's claims are not extended to apply to material that is in trans-shipment at a transfer point.

Art. 4(e) The Contractor agrees that he will not sub-contract such work for the purpose of encroaching on the historical jurisdiction of the Union.
Art. 4(f) In the event a disagreement or dispute arises with regard to the historical jurisdiction as outlined in the Union’s claim, each specific case may be processed between the Union and such Contractor involved in accordance with the governing language of the Agreement.

Art. 4(g) The work of the Boilermaker (Journeyman or Mechanic) shall include: Boilermaking, Welding, Acetylene Burning, Signaling, Loading, Unloading, Heating, Chipping, Caulking, Rigging, Riveting, Bucking-up, Fitting up, Grinding, Scaffold Erecting, Reaming, Impact Machine Operating, water transmission lines and such other work as is generally regarded as Boilermaker (Journeyman or Mechanic) work. Any employee classified as a Boilermaker shall perform any of the foregoing work of which he is capable. A Helper may perform any work in which he or she is capable.

Art. 4(h) The Union, the Contractor and Subcontractors agree that in the event any jurisdictional dispute shall arise, such dispute shall be settled in accordance with the procedures established by the Impartial Jurisdictional Disputes Board for the Construction Industry (or its successor organization) without permitting the same to interfere in any way with the progress or prosecution of the work. Both parties agree to be governed by whatever decision must be rendered.
Art. 4(i) When requested by the Union, the Contractor shall furnish the International office of the Union a signed letter on Company stationery, stating that Boilermakers were employed on a specific type of work on a given project.

ARTICLE 5
JOB SITE CONTRACTING

Art. 5(a) No Contractor shall subcontract any of the work covered by this Agreement to any Contractor, subcontractor or other person or party who does not comply with all the terms of this Agreement, including Art. 4(h), and does not stipulate in writing compliance to the applicable fringe benefit funds and the Trust Agreement or Agreements covering same.

Art. 5(b) It is understood that job site subcontracting is applicable to loading and unloading per the “Interpretation of Article 1”, and to a secondary field construction site established for the specific purpose of servicing the primary field construction site.

ARTICLE 6
REFERRAL OF MEN

Art. 6(a)(1) The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, and qualified field construction boilermakers, boilermaker apprentices, boilermaker helpers and other applicable classifications in this Agreement. Only referral applicants
possessing a current MOST drug screen certification or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued may be considered available for referral and employment. MOST mandatory requirements for referral applicants will be set forth in the schedule contained in Article 23(a). Applicants must satisfactorily complete these requirements no later than the date specified in order to be considered available for referral and employment. The referral will include the applicant’s current MOST Individual Profile. Any dispute over the application of this provision shall first be referred to the Union and Employer Negotiating Committee Chairman for resolution.

Art. 6(a)(1)(a) The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, safety trained, and qualified field construction boilermakers, boilermaker apprentices, boilermaker helpers and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen certification or a timely chain of custody receipt indicating that a MOST drug screen certification, and otherwise meeting the requirements of Article 23(a) through 23(a)(2), will be considered available for referral and employment under the terms of this agreement. The referral will include the applicant’s current MOST Individual Profile. (To the extent that the Union does not have available sufficient applicants for referral who meet the
requirements of Article 23(a) through 23(a) 
(2), the Contractor and Business Manager 
may waive such requirements for referral).

Art. 6(a)(1)(b) Current owner-required safety 
training/certification shall give journey-
men, apprentices and helpers first priority 
in the order in which their names appear on 
the Local out-of-work list.

Art. 6(a)(2) The parties have agreed upon 
specific rules and procedures covering 
exclusive referral of workmen. These rules 
are published in separate booklets enti-
tled “Uniform Referral Standards and Joint 
Referral Rules,” and shall comply with the 
National Uniform Referral Standards and 
any revisions thereto.

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

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

Art. 6(a)(5) The Contractor, in case of an emer-
gency occurring during the night or over
a weekend, requiring immediate attention,
shall first contact the local Business Manager
or Dispatcher, shall have the right to hire
employees qualified to perform the work
covered by this Agreement for a period of
the emergency and in the event shall notify
the Union of the names of the employees
and the date of their hiring. [See Article 30,
Item 6.]

Art. 6(a)(6) Layou	. When a Contractor calls for
a layou	for field work and a referral appli-
cant is furnished in answer to such call and
performs layou	work normally performed
in the shop, the employee shall be consid-
ered a premium employee and receive the
Foreman’s rate while performing such work.

Art. 6(a)(7) When actual production or erec-
tion commences at the job site, a qualified
applicant shall then be requested from the
Local Union’s Referral List, or an employee
originally obtained from that list may be transferred from another job, to work with the Foreman and/or Assistant Foreman.

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

9 Art. 6(b) Welder Qualifications

Art. 6(b)(1) A welder required to take a test who has been previously tested and certified by a Contractor within the last 24 month period and any other welder who passes the test successfully, shall be paid four (4) hours pay or the time required to take the test, whichever is greater, provided that he accepts employment for the work for which he was tested. Such payment is to be made on the first payday following such employment.

Art. 6(b)(2) It is understood that the welder is to be placed on the payroll or released no later than the second working day following the day on which he was tested. If such welder refuses employment for the work for which he was tested or if he quits for other than compelling personal reasons prior to the first payday, he shall not receive payment for taking the test.

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

Art. 6(b)(4) Common Arc. It remains the intention of the Western States Chairmen and Joint Negotiating Committee that the Common Arc Welder Testing Program is the program of choice for the testing of welders. Further, and consistent with National Joint Rules and Standards Committee Understandings, regarding the referral of welders under National, Area and Local Agreements, the following procedure will be adhered to when referring welders to worksites coming under the terms of this Agreement.

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

Art. 6(b)(4)(2) Current welding certification with Contractors other than the employing Contractor shall give a welder second priority referral in the order in which their names appear on the Local out-of-work list.

Art. 6(b)(4)(3) Previously Certified or Qualified welder, who possess past certification or qualification papers, which are not current for the employing Contractor, shall be given third priority referral in the order in which their names appear on the Local out-of-work list.
Art. 6(b)(4)(4) When a Welder has been terminated or disqualified from a welding process on a job site due to unsatisfactory work performance, he/she shall obtain verifiable training and testing through the Local’s Instructor to correct the deficiency prior to being referred to the next project. At the time of such termination or disqualification the Contractor shall provide written notice to the Union of the reason(s) for the termination or disqualification.

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

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
6. Manpower requisitions (6 and above) will be on a one-to-one basis per the Local Lodge Referral Rules.

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

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

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

Art. 6(c)(4) Portability. A Contractor may transfer
up to five (5) Journeymen, or four (4) jour-
neymen and one (1) helper who are current-
ly working under the Western States Articles
of Agreement anywhere in the Western
States. The Contractor will utilize Art. 6(c)
as follows:

1. Foreman – By Contractor (from anywhere)

2. Steward – By Local Lodge having jurisdiction

3. Foreman, Assistant Foreman, or Name Select – By
   Contractor (from anywhere in the Western States)

4. Transfer up to five (5) Journeyman, or four (4) journe-
  ymen and one (1) helper – By Contractor (from any-
   where in the Western States)

5. Transfer up to twenty (20) additional Journeymen and/
or Helpers or 50%, whichever is less – by Contractor
   (from anywhere in the Western States).
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 (2) such violations by the Contractor shall result in the loss of the Contractor’s use of this article.

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 email 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.

ARTICLE 7
HOURS OF WORK

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

Art. 7(b) When circumstances warrant, the Contractor and Business Manager may agree in writing to change the regular work week to four (4) ten (10) hour shifts at the regular straight time rate of pay. It
being understood that all other pertinent sections of the Agreement must be adjusted accordingly.

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

Art. 7(d) Work performed in unusual emergency situations during a scheduled lunch period will not be subject to the overtime rate providing such work is less than fifteen (15) minutes. The local supervisor shall not abuse this provision.

Art. 7(e) As an exception to this Article, in weeks in which a recognized holiday falls Monday through Friday, the regular weekly hours shall be thirty-two (32) hours on the day shift, thirty (30) hours on the second shift and twenty-eight (28) hours on the third shift for purpose of computing weekly overtime under Art. 8(a).

ARTICLE 8
OVERTIME

Art. 8(a) Time and one-half (1½) hours for 1 at the straight time rate, shall be paid for work in excess of eight (8) hours on the first shift, seven and one-half (7.5) hours on the second shift, and seven (7) hours on the third shift, or for hours worked in excess of the regular
weekly hours as set forth in Articles 7 and 10, whichever results in the greater amount of overtime in the workweek of each employee.

Art. 8(b) Employees who work on Saturday or Sunday without having previously worked during the workweek, their full number of regular weekly hours as set forth in Articles 7 and 10 shall receive the applicable overtime rate for such Saturday or Sunday work by reason of work on those days being normally in excess of the number of regular weekly hours.

Art. 8(c) Employees who work before or after regular established shift hours without also working on that day all their regular established shift hours, shall receive the applicable overtime rate for work before or after their regular established shift hours by reason of such work being normally in excess of that performed during regular established shift hours, as set forth in Articles 7 and 10.

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

Art. 8(e) Employees who work a total of forty (40) hours or less in any work week shall receive the applicable overtime rate for all hours worked in that workweek on Saturday, Sunday or a recognized holiday, or before or after their regular established shift hours.
Art. 8(f) Employees required to work overtime in excess of two (2) hours past the regular quitting time of their shift shall be allowed sufficient time to eat at the end of their shift without loss of pay; and if work is to continue in excess of four (4) hours thereafter, they shall be allowed sufficient time to eat without loss of pay after each four (4) hours of such work. No lunch period shall be allowed on a Contractor's time when overtime work will not exceed two (2) hours past the regular quitting time of the shift.

Art. 8(f)(1) The intent of this paragraph is that a second lunch period will be allowed without loss of pay when an employee is required to work in excess of ten (10) hours.

Art. 8(g) Overtime is not to be demanded from the Contractor by any workman covered by this Agreement as a condition for employment on a job.

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

Art. 8(h)(2) Monday through Friday straight-time hours will constitute the mandatory hours an employee must work in order
to receive overtime pay during scheduled overtime. If an employee misses any of the mandatory straight-time hours, the employee will work the next scheduled overtime hours at straight-time, until the hours missed are made up. If the employee misses time during the payroll period, and there are not enough overtime hours left during that payroll period to make-up the straight-time hours not worked by the employee, the overtime hours worked earlier in that payroll period will (to the extent permitted by law) be converted to straight-time hours until the lost straight-time hours are made up.

Art. 8(h)(2)(a) In the event the straight time hours are the first eight (8) hours worked during the shift, the next scheduled overtime hours will constitute the straight-time make-up period.

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

Art. 8(h)(2)(c) In the event that overtime is not previously scheduled, but is required as a matter of circumstance, the employee will work those hours at the appropriate overtime rate.
1 Art. 8(h)(2)(d) This policy will be applied to all late arrivals and early quits.
2 The following exceptions apply to the foregoing:
3
4 Art. 8(h)(2)(d)(1) An employee who notifies the Contractor in advance of his intended absence and returns to the job site with a verifiable written doctor's excuse for the absence will resume his schedule without penalty.
5
6 Art. 8(h)(2)(d)(2) An employee who is late, absent, or quits early because of requirements to serve on a jury, participate in a National Guard or military reserve activity, or other such similar requirements, and returns to the job site with a verifiable written excuse from the institution that required his absence, will resume his schedule without penalty.
7
8 Art. 8(h)(2)(d)(3) An employee who notifies the Contractor in advance of his intended absence due to an immediate family member's need for assistance in seeking medical attention, or due to a family member's death, and who returns to the job site with a verifiable written doctor's assurance that said family member was treated as described, or was deceased, and that the employee missed work because of this, will resume his schedule without penalty.
Art. 8(h)(2)(d)(4) A worker who receives authorization from the Contractor in advance for time to take care of personal business will resume his schedule without penalty.

Art. 8(h)(3) The Contractor will apply the conditions listed from 2. D1 through D4 without deviation, to all employees covered by this Agreement; and, the Contractor and Business Manager may investigate and verify the exceptions to their satisfaction.

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

Art. 8(h)(5) Should there be an error in time-keeping which results in an unintended conversion of overtime hours worked by an individual to straight-time hours, the employee will be reimbursed the appropriate amount not later than the next pay period.

Art. 8(h)(6) Chronic late arrivals, early quits, or absences will be dealt with through the Contractor's disciplinary policies.
ARTICLE 9
HOLIDAYS

Art. 9(a) The recognized holidays are: New Year’s Day, President’s Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If the Boilermakers and those crafts servicing the Boilermakers in a Local Building Trades Council elect to observe a holiday on a date other than that observed by the State or Nation, then that elected date shall be observed as the holiday. The Contractors shall be notified at least two (2) weeks prior to the effective date of change.

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

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

Art. 9(d) Holidays falling on Tuesday, Wednesday, or Thursday may be observed on Monday or Friday where such is mutually agreed to between a Contractor and the Local Union involved for an individual job site.
ARTICLE 10
SHIFTS

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

Art. 10(b) When established shifts are worked through Saturday, Sunday, or a Holiday, hours of work and pay shall be in accordance with the provisions of Art. 10(d) at the applicable overtime rate.

Art. 10(c) The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time of the second shift shall be 4:30 p.m.; and the regular starting time of the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Contractor and representatives of the Local Union having jurisdiction of the job.
Art. 10(d) Where two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour day, forty (40) hour week basis; and the second shift shall be established on a seven and one-half (7.5) hour day, thirty-seven and one-half (37.5) hour week basis; and the third shift shall be established on a seven (7) hour day, thirty-five (35) hour week basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided.

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

Art. 10(f) As an exception to this Article, in weeks in which a recognized holiday falls Monday through Friday, the regular weekly hours shall be thirty-two (32) hours on the day shift, thirty (30) hours on the second shift and twenty-eight (28) hours on the third shift for purpose of computing weekly overtime under Art. 8(a).
ARTICLE 11
MINIMUM PAY AND REPORTING TIME

Art. 11(a) Any employee starting a shift or called and reporting to work after starting time of the first period of any shift Monday through Friday, shall receive no less than two (2) hours pay for such period. If required to continue beyond two (2) hours, the minimum pay will be four (4) hours or actual time worked, whichever is the greater.

Art. 11(b) Any employee called and reporting to work on Saturdays, Sundays and recognized holidays, or outside of his regular shift hours not continuous with his regular assigned shift hours, or any employee reporting to work on call and not given employment, shall be paid not less than four (4) hours pay or actual time worked at the applicable overtime rate.

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

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

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

20 **Art. 11(e)** The exception to the above men-
21 tioned paragraphs of this Article shall 
22 be when an employee has been properly 
23 notified not to report. Special notification 
24 arrangements may be made by agreement 
25 between the Contractor and the Union 
26 Business Manager.

27 **Art. 11(f)** A Further exception to the above 
28 paragraphs will be in those instances where 
29 a civil disturbance makes it necessary to shut 
30 down a project to prevent possible injury or 
31 loss of life of employees on the project. Any 
32 dispute over application of this Article shall 
33 be handled in accordance with Art. 27(a).
ARTICLE 12
PER DIEM

(Except Alaska and Hawaii, See Articles 32 & 33 Respectively)

Art. 12(a) Per diem payments provided below are intended to partially reimburse employees for expenses and are not intended to be any form of compensation.

Dispatch points are established as follows:

Alaska ........................................ Anchorage
Arizona ....................................... Phoenix, Page
California.......................... Pittsburg, Bloomington
Colorado.............................. Denver
Hawaii................................. See Article 33(d)
Idaho ................................. Spokane, Salt Lake City
Montana................................. East Helena
Nevada.......................... Pittsburg, Bloomington
New Mexico........................ Phoenix, Page
Oregon................................. Portland
Utah................................. Salt Lake City
Washington ....... Puyallup, Spokane, Portland
Wyoming............................. Denver, Salt Lake City

Art. 12(b) Per diem payments will be based on mileage from the city hall of the dispatch city or the home address of the employee, whichever is closer to the job location. The Union agrees to show the home location on the dispatch slip, and also agrees that the Contractor may ask for an independent verification of such address.

Art. 12(c) Per diem payments and travel pay shall be paid as follows:
Where the job site is over one hundred twenty (120) miles from the dispatch point, employees shall receive the IRS-allowable amount per mile for transportation between such city and the job at the beginning and conclusion of their employment. Such transportation allowance shall be paid based on the most direct main route, plus necessary bridge toll and ferry charges. Such supplementary reimbursement shall not exceed eight (8) times the regular hourly area mechanic’s rate.

Art. 12(d) In the event an employee quits for other than immediate compelling personal reasons not reasonably foreseen at time of employment before having been in the employ of the Contractor fifteen (15) calendar days, he shall not be entitled to transportation or travel expense to the job.

In the event an employee quits for other than immediate compelling reasons not reasonably foreseen at time of employment or is discharged for just and sufficient cause before having been in the employ of the Contractor sixty (60) calendar days, he shall not be entitled to return transportation or travel expense. Any dispute arising as to the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

Art. 12(e) Effective October 1, 2017 as reimbursement for per diem, the Contractor shall
pay the employee sixty-five dollars ($65.00) per day worked where the job site is more than 70 miles but less than 120 miles from the dispatch point. If over 120 miles, the daily per diem amount shall be eighty dollars ($80.00) per day worked.

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

- per diem as provided above for the day or days on which the test is taken,
- per diem as provided in Art. 12(f) if applicable, and transportation and travel expense as provided in Art. 12(d).

Art. 12(g) An employee must work the scheduled work day before or the scheduled work day following a holiday that occurs Monday through Friday, to be entitled to per diem for the holiday, unless excused. Excused absences will not be unreasonably denied.

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

Art. 12(i) When employees are instructed to
report to a job on a certain day and are not
immediately placed at work, they shall be
paid reporting pay for the day they report
to work and the sum of fifty dollars ($50.00)
per day for each day thereafter until ordered
to work or released by the Contractor, in
addition to per diem as above provided.

When an employee is temporarily laid off
and is requested to stand by until work is
available, and if he agrees to do so, he shall
be paid thirty dollars ($30.00) for each day
until returned to work or laid off, in addi-
tion to per diem as above provided.

Art. 12(j) Where a job is located two hundred
forty (240) miles or more from the Dispatch
Point, the employee will receive one (1)
additional day's per diem at the start of his
work on the job and at the conclusion of
his work on the job, provided that payment
of such additional day's per diem under
this paragraph shall be subject to the same
conditions applicable to transportation and
travel expense under Art. 12(e).

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

Art. 12(l) The Contractor shall reimburse
employees for ferry charge or bridge toll
incurred daily going to and from the job.

Art. 12(m) In the Seattle area, when employees
travel from Seattle to Bremerton area and
return by ferry, they shall be reimbursed
by the Contractor for each round trip a
sum equivalent to one (1) hour’s pay at the
regular area mechanic’s rate plus ten cents
($0.10). This situation is recognized as a case
of unusual hardship to the employee and
not as establishing the principle of travel
expense within the seventy (70) mile zone.
Art. 12(n) Other unusual circumstances of a purely local nature shall be mutually arranged between the Contractor and the Union’s Business Manager.

Art. 12(o) Rules governing per diem eligibility and rates in Hawaii are contained in Article 33(d).

ARTICLE 13

WAGE AND BENEFIT INCREASES

Art. 13(a) Hourly Increases. Effective Oct. 1, 2017, the hourly rates for all areas will be as listed below. In order to fund increases in the cost of Health and Welfare and Pension in any contract year, there may be one or more reallocations of the rates described above. All Contractors will be notified by the Union of any allocation or reallocation of these increases sixty (60) days prior to their effective date.

Art. 13(b) Wage Rates, Classifications, Areas, and Contract Fringe Costs


The wage and fringe benefit schedules shown below reflect the allocation of the hourly increases for each area that became effective Oct. 1, 2017. Except to the extent that there is a need to increase payments annually by $0.25 to fund benefits and except to the extent that there must be a periodic reallocation to also fund benefits, the rates shown below shall remain constant for the term of this Agreement.
ARIZONA
(LOCAL LODGES 4 & 627)

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>to be allocated</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General foreman</td>
<td></td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$37.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$36.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$35.30</td>
<td></td>
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</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$19.42</td>
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<td></td>
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**Fringe Benefits**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.34</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>MOST</td>
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<tr>
<td>Vacation Trust*</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
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Total Hourly Fringe Cost: $28.85

**Helper Fringe Benefits**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost: $2.63

After 2,000 Hours Worked: $11.20

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
# NORTHERN CALIFORNIA (LOCAL LODGE 549)

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

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/1/2017</th>
<th>10/1/2018</th>
<th>10/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Foreman</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Foreman</td>
<td>$47.78</td>
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<tr>
<td>Asst. Foreman</td>
<td>$46.53</td>
<td>$46.37</td>
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</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
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<td>$45.12</td>
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</tr>
<tr>
<td>95% Apprentice</td>
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<td>$42.86</td>
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</tr>
<tr>
<td>90% Apprentice</td>
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<td>$40.61</td>
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</tr>
<tr>
<td>85% Apprentice</td>
<td>$38.49</td>
<td>$38.35</td>
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<tr>
<td>80% Apprentice</td>
<td>$36.22</td>
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</tr>
<tr>
<td>75% Apprentice</td>
<td>$33.96</td>
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<tr>
<td>70% Apprentice</td>
<td>$31.70</td>
<td>$31.58</td>
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<tr>
<td>65% Apprentice</td>
<td>-</td>
<td>$29.33</td>
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</tr>
<tr>
<td>62% Apprentice</td>
<td>-</td>
<td>$27.97</td>
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</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$24.90</td>
<td>$24.82</td>
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*Fringe Benefits (75% Apprentice & Higher)*

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>see below</td>
<td>see above</td>
</tr>
<tr>
<td>Pensions*</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Apprenticeship WJSJC</td>
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<td>$1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$2.90</td>
<td>$2.90</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
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<tr>
<td>Vacation Trust*</td>
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<tr>
<td>WSBFIF</td>
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<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$38.35</td>
<td>$38.76</td>
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</tbody>
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---

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
# Northern California (Local Lodge 549)

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

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/1/2017</th>
<th>10/01/2018</th>
<th>10/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>to be allocated</td>
<td>to be allocated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2.00</td>
<td>$2.00</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Rate</th>
<th>Rate Effective 03/05/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman</td>
<td>$44.18</td>
<td>$44.05</td>
</tr>
<tr>
<td>Foreman</td>
<td>$42.93</td>
<td>$42.80</td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$41.68</td>
<td>$41.55</td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$39.60</td>
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</tr>
<tr>
<td>95% Apprentice</td>
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<td>$37.40</td>
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<tr>
<td>90% Apprentice</td>
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<tr>
<td>85% Apprentice</td>
<td>$33.34</td>
<td>$33.24</td>
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<td>75% Apprentice</td>
<td>$31.26</td>
<td>$31.16</td>
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<tr>
<td>70% Apprentice</td>
<td>$29.18</td>
<td>$29.08</td>
</tr>
<tr>
<td>65% Apprentice</td>
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<td>$27.01</td>
</tr>
<tr>
<td>62% Apprentice</td>
<td>-</td>
<td>$25.76</td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$21.92</td>
<td>$22.85</td>
</tr>
</tbody>
</table>

**Fringe Benefits (75% Apprentice & Higher)**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Current Rate</th>
<th>Rate Effective 03/05/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$8.57</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$16.74</td>
<td>$17.07</td>
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<tr>
<td>Apprenticeship WSJAC</td>
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<tr>
<td>Local 549 JATC</td>
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<td>$2.90</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$2.50</td>
<td>$2.50</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$3.50</td>
<td>$3.50</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.15</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost: $36.15 ~ $36.53

**Effective 03/05/18**

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>1st 2,000</th>
<th>After 2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>62% &amp; 65% Apprentice</td>
<td>see below</td>
<td>see above</td>
</tr>
<tr>
<td>Helper Fringe Benefits</td>
<td>see below</td>
<td>see below</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
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<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
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<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
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<td>$1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$2.90</td>
<td>$2.90</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.15</td>
<td>$0.15</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost: $5.58 ~ $14.15

---

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
## 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

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/1/2017</th>
<th>10/1/2018</th>
<th>10/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Rate</td>
<td>Rate Effective 03/05/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Foreman(^1)</td>
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<td></td>
</tr>
<tr>
<td>Foreman</td>
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<tr>
<td>Asst. Foreman</td>
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<tr>
<td>Boilermaker/Blacksmith</td>
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<td>$44.07</td>
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</tr>
<tr>
<td>95% Apprentice</td>
<td>$41.95</td>
<td>$41.87</td>
<td></td>
</tr>
<tr>
<td>90% Apprentice</td>
<td>$39.74</td>
<td>$39.66</td>
<td></td>
</tr>
<tr>
<td>85% Apprentice</td>
<td>$37.54</td>
<td>$37.46</td>
<td></td>
</tr>
<tr>
<td>80% Apprentice</td>
<td>$35.33</td>
<td>$35.26</td>
<td></td>
</tr>
<tr>
<td>75% Apprentice</td>
<td>$33.12</td>
<td>$33.05</td>
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<tr>
<td>70% Apprentice</td>
<td>$30.91</td>
<td>$30.85</td>
<td></td>
</tr>
<tr>
<td>65% Apprentice</td>
<td>-</td>
<td>$28.65</td>
<td></td>
</tr>
<tr>
<td>62% Apprentice</td>
<td>-</td>
<td>$27.32</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$24.29</td>
<td>$24.24</td>
<td></td>
</tr>
</tbody>
</table>

### Fringe Benefits (75% Apprentice & Higher)

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$8.57</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.26</td>
<td>$14.55</td>
</tr>
<tr>
<td>Apprenticeship WSJAC</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$2.40</td>
<td>$2.40</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$3.50</td>
<td>$3.50</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.15</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td><strong>$33.67</strong></td>
<td><strong>$34.01</strong></td>
</tr>
</tbody>
</table>

### Effective 03/05/18

<table>
<thead>
<tr>
<th>62% &amp; 65% Apprentice</th>
<th>see below</th>
<th>see above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helper Fringe Benefits</td>
<td>see below</td>
<td>see below</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$2.40</td>
<td>$2.40</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.15</td>
<td>$0.15</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td><strong>$5.08</strong></td>
<td><strong>$13.65</strong></td>
</tr>
</tbody>
</table>

\(^1\) General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

34
NORTHERN IDAHO & WASHINGTON**
(LOCAL LODGES 242 & 502)
N. Idaho Counties – Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho. ** Excludes the following Washington Counties: Clark, Skamania & Klickitat

<table>
<thead>
<tr>
<th>Wages</th>
<th>to be allocated</th>
<th>to be allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/01/2017</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$41.19</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$39.94</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$38.69</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$21.28</td>
<td></td>
</tr>
</tbody>
</table>

Fringe Benefits

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
<td>$14.34</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.34</td>
<td>$14.34</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 1.00</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$ 0.34</td>
<td>$ 0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
<td>$ 0.10</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost $28.85

<table>
<thead>
<tr>
<th>Helper Fringe Benefits</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost $2.63 $11.20

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
OREGON & WASHINGTON**
(LOCAL LODGE 242)
**Washington Counties include Clark, Skamania and Klickitat

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman 1</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$41.19</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$39.94</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$38.69</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeymen)</td>
<td>$21.28</td>
<td></td>
</tr>
</tbody>
</table>

**Fringe Benefits**

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.34</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$ 0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost        | $28.85|

**Helper Fringe Benefits** 1st 2,000 Hours Worked After 2,000 Hours Worked

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Cost        | $2.63                  | $11.20                   |

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
NORTHERN NEVADA
(LOCAL LODGE 549)

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

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman¹</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$37.25</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$36.00</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$34.75</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$19.11</td>
<td></td>
</tr>
</tbody>
</table>

**Fringe Benefits**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$16.74</td>
</tr>
<tr>
<td>Apprenticeship WSJAC</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$ 0.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 1.26</td>
</tr>
<tr>
<td>MOST</td>
<td>$ 0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$ 2.50</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$31.51</td>
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</tbody>
</table>

**Helper Fringe Benefits**

Effective 10/01/2017

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Local 549 JATC</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$3.13</td>
<td>$11.70</td>
</tr>
</tbody>
</table>

¹ General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
## SOUTHERN NEVADA
### (LOCAL LODGE 92)

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

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman†</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$38.99</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$37.74</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$36.89</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$20.07</td>
<td></td>
</tr>
</tbody>
</table>

### Fringe Benefits

<table>
<thead>
<tr>
<th>Benefits</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
<td></td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.26</td>
<td></td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$ 1.50</td>
<td></td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 2.50</td>
<td></td>
</tr>
<tr>
<td>MOST</td>
<td>$ 0.34</td>
<td></td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$ 2.50</td>
<td></td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
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</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$29.77</td>
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</table>

### Helper Fringe Benefits

<table>
<thead>
<tr>
<th>Benefits</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$2.63</td>
<td>$11.20</td>
</tr>
</tbody>
</table>

† General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
# ALASKA
## (LOCAL LODGE 502)

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman&lt;sup&gt;1&lt;/sup&gt;</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$49.76</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$48.01</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$46.26</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$25.44</td>
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</table>

### Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$14.34</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$1.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$3.00</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

**Total Hourly Fringe Cost**: $28.85

### Helper Fringe Benefits

**Effective 10/01/2017**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

**Total Hourly Fringe Cost**

<sup>1</sup> General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
**NEW MEXICO**  
*(LOCAL LODGES 4 & 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)

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
<th>$1.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman¹</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>$36.56</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$35.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$34.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$18.73</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fringe Benefits**

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$8.57</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>Total Hourly Fringe Cost</td>
<td>$2.63</td>
<td>$11.20</td>
</tr>
</tbody>
</table>

¹ General Foreman rate to be negotiated

*The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.*
## Wages

<table>
<thead>
<tr>
<th>Position</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$36.97</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$35.72</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$34.47</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$18.96</td>
<td></td>
</tr>
</tbody>
</table>

## Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>10/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$13.75</td>
</tr>
<tr>
<td>Apprenticeship WSJAC</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$1.00</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$3.00</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td><strong>$28.26</strong></td>
</tr>
</tbody>
</table>

### Helper Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td><strong>$2.63</strong></td>
<td><strong>$11.20</strong></td>
</tr>
</tbody>
</table>

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
S. IDAHO, UTAH, & WYOMING  
(LOCAL LODGE 4)

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman(^1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>$36.97</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$35.72</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$34.47</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$18.96</td>
<td></td>
</tr>
</tbody>
</table>

**Fringe Benefits**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$ 8.57</td>
<td></td>
</tr>
<tr>
<td>Pensions*</td>
<td>$13.75</td>
<td></td>
</tr>
<tr>
<td>Apprenticeship WSJAC</td>
<td>$ 1.50</td>
<td></td>
</tr>
<tr>
<td>Annuity*</td>
<td>$ 1.00</td>
<td></td>
</tr>
<tr>
<td>MOST</td>
<td>$ 0.34</td>
<td></td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$ 3.00</td>
<td></td>
</tr>
<tr>
<td>WSBIF</td>
<td>$ 0.10</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$28.26</td>
<td></td>
</tr>
</tbody>
</table>

**Helper Fringe Benefits**  
**Effective 10/01/2017**

<table>
<thead>
<tr>
<th></th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td><strong>Total Hourly Fringe Cost</strong></td>
<td>$2.63</td>
<td>$11.20</td>
</tr>
</tbody>
</table>

\(^1\) General Foreman rate to be negotiated

*The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
MONTANA  
(LOCAL LODGE NO. 11)

<table>
<thead>
<tr>
<th>Wages</th>
<th>10/01/2017</th>
<th>10/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman¹</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>$34.75</td>
<td></td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$33.50</td>
<td></td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$32.25</td>
<td></td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$17.74</td>
<td></td>
</tr>
</tbody>
</table>

**Fringe Benefits**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$8.57</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>L-11 JATC</td>
<td>$0.25</td>
<td>$0.25</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>Total Hourly Fringe Cost</td>
<td>$2.88</td>
<td>$11.45</td>
</tr>
</tbody>
</table>

¹ General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
# Hawaii & United States Islands in the Pacific
## Local Lodge 627

### Wages

<table>
<thead>
<tr>
<th>Position</th>
<th>10/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foreman</td>
<td>$38.93</td>
</tr>
<tr>
<td>Foreman</td>
<td>$38.93</td>
</tr>
<tr>
<td>Asst. Foreman</td>
<td>$37.93</td>
</tr>
<tr>
<td>Boilermaker/Blacksmith</td>
<td>$36.43</td>
</tr>
<tr>
<td>Helper (55% of Journeyman)</td>
<td>$20.04</td>
</tr>
</tbody>
</table>

### Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>$4.70</td>
<td>($8.57 for Participants in the National H&amp;W)</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$13.72</td>
<td></td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td></td>
</tr>
<tr>
<td>Annuity*</td>
<td>$4.25</td>
<td>($0.38 for Participants in the National Annuity)</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td></td>
</tr>
<tr>
<td>Vacation Trust*</td>
<td>$4.95</td>
<td></td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td></td>
</tr>
<tr>
<td>Total Hourly Fringe Cost</td>
<td>$29.56</td>
<td></td>
</tr>
</tbody>
</table>

### Helper Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>1st 2,000 Hours Worked</th>
<th>After 2,000 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare</td>
<td>N/A</td>
<td>$4.70 ($8.57 for National H&amp;W)</td>
</tr>
<tr>
<td>Pensions*</td>
<td>$0.59</td>
<td>$0.59</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Annuity*</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>MOST</td>
<td>$0.34</td>
<td>$0.34</td>
</tr>
<tr>
<td>WSBIF</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>Total Hourly Fringe Cost</td>
<td>$2.63</td>
<td>$7.33 ($11.20 if part. in Nat'l H&amp;W)</td>
</tr>
</tbody>
</table>

1 General Foreman rate to be negotiated

* The Contractor shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.
All parties are advised that when a Contractor requests employees by name, they shall indicate the classification in which the employee will work (welder, mechanic, rigger, etc.). This shall include employee selectivity referrals under the NPGMA, NMA, GPPMA, and the Uniform Referral Standards and Joint Referral Rules 7.5.

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

**Art. 13(d) Travel Expense and Per Diem.** Effective October 1, 2014 (See Art.12; Art. 32 for Alaska and Art. 33 for Hawaii).

**Travel Pay**
- **Alaska:** See Art. 32(e)(1).
- **Hawaii:** See Art. 33(c).
- **All states except Alaska:** Mileage paid according to Internal Revenue Service Guidelines.
Per Diem
Alaska: One hundred dollars ($100.00) per day

Art. 13(e) Apprentice Rates

All Areas except California

<table>
<thead>
<tr>
<th>Level Pay</th>
<th>% Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 70%</td>
<td>0-1,000</td>
</tr>
<tr>
<td>2. 80%</td>
<td>2,001-3,000</td>
</tr>
<tr>
<td>3A 90%</td>
<td>4,001-5,000</td>
</tr>
<tr>
<td>3B 95%</td>
<td>5,001-5,999</td>
</tr>
<tr>
<td>Journeyman</td>
<td>6,000+</td>
</tr>
</tbody>
</table>

California Apprentice Rates
Refer to specific California Local Lodge rate, Article 13(a).

Art. 13(f) Helper Rates and Benefits. The minimum amount payable to the Helper shall be 55 percent (55%) of the applicable mechanic’s hourly rate.

Art. 13(g) State and Local Sick Leave Ordinances. The parties through this Collective Bargaining Agreement expressly waive the requirements for signatory contractors under the Healthy Workplace Healthy Families Act of 2014 to provide paid sick leave and to the extent permissible under any State or Local ordinance which allows bargaining parties to waive paid sick days through collective bargaining, the parties do hereby exercise such a waiver.
ARTICLE 14
PAYDAY

Art. 14(a) Wages shall be due and payable weekly during working hours and in no case shall more than five (5) 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 (8) hours per twenty-four (24) hour period.]

Art. 14(e) The Contractor agrees to furnish with each weekly pay, a statement or check stub which shall show all deductions and
include information regarding straight time, overtime paid and expense.

Art. 14(f) Any employee who quits shall be paid off in full within seventy-two (72) hours after termination in person or by certified mail to his last known address or to the Local Union having jurisdiction where the work is performed.

Art. 14(g) The following is a joint interpretation of Art. 14(d) and (f) that is to be applied through the Western States Area:

Art. 14(g)(1) Saturdays, Sundays, and holidays are not counted in the seventy-two (72) hour period, or accumulation of pay unless such days are worked on the job the employee quit.

Art. 14(g)(2) The Contractor’s responsibility stops at the time indicated on the receipt if the check is mailed certified.

Art. 14(g)(3) If the Contractor mails check certified to the last known address or to theUnion within the seventy-two (72) hour period, no penalty will apply.

ARTICLE 15

UNION REPRESENTATION AND ACCESS TO JOBS

Art. 15(a) Authorized business representatives of the Local Unions shall at all times have access to jobs where the Contractors signatory to this Agreement are working, providing they do not unnecessarily interfere with the employees or cause them to neglect their
work, and further provided such Union rep-
resentatives comply with customer's rules.

Art. 15(b) A Steward shall be a working jour-
eyman who shall be selected by the Union
without regard to his place on the out-of-
work list and who shall, in addition to his
work as a journeyman, be permitted to
perform during working hours such of his
Union duties as cannot be performed at
other times.

Art. 15(c) The Union agrees that such duties
shall be performed as expeditiously as pos-
sible and the Contractors agree to allow
the Union Steward a reasonable amount
of time for the performance of such duties.
The Union shall notify the Contractor of the
name of the Steward. It is recognized by the
Contractor that the person named a Steward
shall remain on the job as long as there is
full time work which he is capable of per-
forming. In no event shall a Contractor dis-
criminate against a Steward, or lay him off,
or discharge him, on account of the proper
performance of his duties; and likewise no
Steward shall cause or call a work stoppage.

ARTICLE 16
SUPERVISION

Art. 16(a) The appointment and num-
ber of General Foremen, who are practi-
cal mechanics of the trade, is the function
of management.
Art. 16(b) The appointment and number of foremen and assistant foremen is the function of management, subject to the following qualifications:

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

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

Art. 16(e) Where more than ten (10) are employed, one shall be a foreman who shall not work with the tools, and at the discretion of the Contractor, an Assistant Foreman who may work with the tools.

Art. 16(f) Direct orders shall be given to the men by the General Foremen, Foremen and/or Assistant Foremen.

Art. 16(g) The Contractor shall have the right to employ its General Foremen and foremen, who are practical mechanics of the trade, from any source. A Contractor may also request the Union by name for men to act as General Foremen and Foremen, which shall be honored without regard to the requested man’s place on the out-of-work list. When additional Foremen beyond those as noted above are required, the Contractor should consider local Foremen along with Foremen from other sources.
ARTICLE 17
PIECE WORK, LIMITATION AND CURTAILMENT OF PRODUCTION
There shall be no contract, bonus, piece, bit or task work; nor shall there by any limit on or curtailment of production. Profit Sharing or Incentive programs will be permitted when agreed to by the Local Business Manager.

ARTICLE 18
BOND OR ESCROW REQUIREMENTS
Art. 18(a) A surety or cash bond up to $100,000.00 may be required to ensure payment of fringe benefits from the Contractors who have been delinquent in payments or who have not previously employed Boilermakers in the area covered by this Agreement.

Art. 18(b) The Union may refuse to refer men to and may withdraw men from any Contractor who has not posted a bond when required, and such refusal or withdrawal will not constitute a violation of this Agreement.

ARTICLE 19
HEALTH AND WELFARE
Art. 19(a) The Contractor shall pay into the Boilermakers National Health & Welfare Fund the sum outlined in Article 13 for each hour worked for the Contractor by all his employees who are covered by this Agreement.
Art. 19(b) The Contractor agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Health and Welfare 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 20
PENSIONS

Art. 20(a) It is agreed that contributions will be paid to the Boilermaker-Blacksmith National Pension Trust as outlined in Article 13 for all hours worked for the Contractor by all employees who are covered by this Agreement. The Contractor shall make contributions in the amount specified 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. 20(b) The Contractor agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Pension 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 21

APPRENTICESHIP PROGRAM

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

Art. 21(b) It is the understanding of the parties to this Agreement that the funds contributed by signatory Contractors to the Apprenticeship Fund will not be used to train apprentices, helpers or journeymen who will be employed by Contractors in the Boilermakers Field Construction and Repair Industry who are not signatory to a collective bargaining agreement providing for contributions to the Fund. Therefore, the Trustees of the Fund are empowered to adopt and implement a scholarship loan agreement program which will require apprentices and journeymen who receive training benefits from the Fund and who are employed by signatory Contractors to repay the costs of training either by service with such Contractors following training, or by actual repayment of the costs of training if the individual goes to work for a non-signatory Contractor in the Boilermaker Field Construction and Repair Industry.
Art. 21(c) The Contractor agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Apprenticeship and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

Art. 21(d) Both parties agree to adhere to the Boilermaker Western States Area Apprenticeship Standards.

Art. 21(e) The apprentice ratio shall be 20% on each job of five (5) to ten (10) employees unless mutually agreed by the Contractor and the Union that this is not warranted. On larger jobs, the ratio shall be one (1) apprentice to three (3) journeymen and one (1) helper.

Art. 21(f) Any ratio of apprentices to employees greater than the above must be by mutual consent of the Contractor and Union.

Art. 21(g) It is understood that when apprentices are assigned to a job, the above ratios shall be applied as journeymen are referred to the job.

Art. 21(h) In the event that apprentices are not available in sufficient number to comply with these ratios, the Area Joint Apprenticeship Committee and the International Union will be notified and necessary steps are to be taken to increase the number of available apprentices.
Art. 21(i) Both parties agree that the Western States Area Apprenticeship Committee has full authority under the Agreement to:

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

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

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 for all Boilermakers in accordance with the following schedule.

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

Art. 23(a)(2) – Pulmonary Function: Not later than October 1, 2009. Pass or fail is not a condition of employment.

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

Art. 23(b) The Contractor agrees to and shall be bound by the Trust Agreement, policies, and procedures creating the Mobilization, Optimization, Stabilization, and Training Program (MOST) and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees.
Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

Art. 23(c) The contribution rate specified for MOST will be thirty-four cents ($0.34)* designated to MOST to fund the Boilermakers National Reserve Center, the Common Arc Welding program, and the MOST Safety and Training Program which includes drug screening.

*One cent ($0.01) is a voluntary contribution to the National Association of Construction Boilermaker Contractors that may or may not be paid at the Contractors’ discretion.

Art. 23(d) The Employer agrees to and shall be bound by the Trust Agreement, policies and procedures creating MOST, and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

In the event the Boilermaker participants in MOST programs cease participation in any aspect of the MOST programs, then the Employer contribution requirements contained in this Agreement are null and void and the Employer will immediately cease all contributions to MOST.
It is understood that the MOST program is intended to be an Employer sponsored program. In recognition of the Boilermakers' participation in the programs on their own time, the Employers will fund any increases to the MOST Program as required by the Board of Trustees.

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

ARTICLE 24
VACATION TRUST

Art. 24(a) It is agreed that contributions will be paid to the Western States Construction Boilermaker Vacation 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. 24(b) The Contractor agrees to and shall be bound by the Trust Agreement creating the Boilermakers Vacation 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.

Art. 24(c) The monies specified above are delayed hourly wages with taxes withheld at time of earning.
Art. 24(d) Campaign Assistance Fund. Campaign Assistance Fund (CAF) deductions will be handled with employees through the Western States Construction Boilermaker Vacation Trust.

ARTICLE 25
INDUSTRY FUND

Effective October 1, 2014 there shall be established an Industry Fund, which shall be known as the Western States Boilermakers Industry Fund (WSBIF). This fund shall be financed by Contractor contributions and it shall be governed by an equal number of representatives of the Employer and Union. The Fund’s purpose shall be contained in a Trust document which shall be prepared by legal counsel and which shall conform to guidelines promulgated by the National Maintenance Agreements Policy Committee, Inc. (NMAPC). These guidelines provide in relevant part as follows:

The funds shall be used to generate tangible benefits and prepare craft and contractor personnel to perform work on industrial facilities. Activities such as skill and safety training, continuing education, substance abuse testing, certifications, supervisory and project management development, labor/management cooperative efforts and active participation in Taft-Hartley Trusts.
Contractor contributions to the Industry Fund are made contingent upon the Fund's conforming to the guidelines set forth above. The Industry Fund will be subject to annual audit by a recognized auditor that has had prior experience with Funds of this kind.

ARTICLE 26
DUES CHECKOFF

Art. 26(a) The Contractor will deduct from the wage of each employee the current Union field dues and monthly membership dues as certified by the Union when authorized by the employee as herein provided.

Art. 26(b) Deductions shall be made only where there is in effect in the possession of the Contractor a voluntary written assignment executed by the employee on a standard form furnished by the Union, and the deduction shall be remitted to the Financial Secretary of the Lodge where the work is being performed at the same time trust contributions are required to be submitted.

Art. 26(c) The Contractor shall forward to the office of the Local Union monthly a report of all hours worked by each employee covered by this Agreement and deductions made.
ARTICLE 27
RIDER CLAUSE

Art. 27(a) Project Agreements negotiated by the International Union shall supersede this Agreement to the extent of any modifications or changes specifically set forth therein.

Art. 27(b) The Business Manager of the Local Lodge may modify Articles of this Agreement on a specific job when, in his judgment, it is in the craft's best interest to do so. Any such agreement shall apply only to that job or project and will automatically terminate at the conclusion of the work. All changes will be reduced to writing, signed by the parties with copies to the Chairman on the Contractors and Union Negotiating Committees before the work commences.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURE

Art. 28(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. 28(b) Grievances that may arise on any job covered by this Agreement shall be given consideration as follows:

Art. 28(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.

Art. 28(d) Grievances that may arise on a job will be taken up between the Steward and the Contractor’s Foremen or Agent in charge. Such grievances that cannot be settled within two (2) days shall be referred to the Business Representative of the Local Union.

Art. 28(e) The matter will then be taken up between the Business Representative of the Local Union and the Representative or Agent of the Contractor. If said grievance cannot be settled as provided above within the next five (5) days, it shall then be presented in writing and within the next ten (10) days shall be answered in writing. The time limits specified in this paragraph may be changed by mutual agreement.

Art. 28(f) In the event the grievance cannot be settled as above provided within thirty-two (32) days after it arises, it shall be submitted in writing to the International President of the Union or his duly designated representative, and an Industry Representative duly selected by the Contractor, for consideration and settlement.
Art. 28(g) In the event the grievance is not settled within ten (10) days after it has been submitted in accordance with Art. 27(f), the Union or the Contractor, at any time within the next ten (10) days, may request in writing that the grievance be submitted to arbitration; and if such request is made, the grievance shall be submitted to arbitration as hereinafter provided. Within ten (10) days following the receipt of the written request for arbitration, the parties shall meet and select an Arbitrator to hear the dispute. The hearing shall start as promptly thereafter as practicable and be conducted in an informal and "layman like" manner. The Arbitrator shall have no authority to add to or delete from the terms hereof or to impose on any party hereto, limitations or obligations not specifically provided for in this Agreement. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on both parties, provided such decision is within the terms of this Agreement.

Art. 28(h) In the event the parties fail to agree on an Arbitrator in the ten (10) day period provided above, he shall be selected from a list furnished by the Federal Mediation and Conciliation Service.

Art. 28(i) The expense and compensation of the Arbitrator shall be divided equally between the Contractor and the Union.
ARTICLE 29
SAFETY MEASURES

Art. 29(a) Welders standard hoods and colored
glasses accidentally broken on the job shall
be replaced by the Contractor.

Art. 29(b) Welders, mechanics, apprentices,
and helpers shall be furnished suitable
welding or work gloves for their protec-
tion; sleeves shall be furnished when neces-
sary for welders’ protection. Such gloves or
sleeves so furnished shall be checked in and
out of Contractor’s tool room in the same
manner as tools.

Art. 29(c) With the exceptions of welding
hoods, gloves and sleeves (covered above),
the Contractor shall furnish all safety equip-
ment required by the Contractor. When
foot protection is required, the Contractor
shall supply exterior toe and/or meta-
tarsal protectors.

Art. 29(d) When a site or Owner requires
steel-toed shoes, it shall be the employee’s
responsibility to obtain as may be required
for site access.

Art. 29(e) In the interest of preventing indus-
trial injury, the immediate Contractor for
whom the men are working shall comply
with State and Federal safety regulations,
and exert every reasonable effort to provide
and maintain safe working conditions, and
the Union shall encourage employees to
work in a safe manner, and when safety
devices are furnished, cooperate to see that
employees use them.

Art. 29(f) Rigging crews on all power equip-
ment shall be composed of a sufficient num-
ber of men to handle the work involved in
an efficient and safe manner.

Art. 29(g) Employees required to work in
any area where they are exposed to acids
or caustics, shall be provided protective
clothing and equipment by the Contractor.
Employees shall be reimbursed for personal
clothing damaged or destroyed under the
above conditions upon presentation of such
damaged or destroyed item and for cloth-
ing damaged or destroyed by fire or natural
disaster occurring at the job site.

Art. 29(h) Where required for riggers, safety belts
will be provided with a clip and bolt bag.

Art. 29(i) In hazardous areas, one man shall
not be required to work alone where he can-
not obtain assistance in case of accident.

Art. 29(j) When employees are required to
work outside in normally unworkable
weather, the Contractor shall furnish rain
jackets and leg protection. The employee
shall exercise reasonable responsibility for
the care of the protective clothing subject to
reasonable wear and tear.
ARTICLE 30
MEDICAL TREATMENT AND EXAMINATION

Art. 30(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. 30(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. 30(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.

ARTICLE 31
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.

ARTICLE 32
ALASKA

Art. 32(a) It is understood that this Article is in effect to accommodate conditions of work in Alaska which may differ from conditions in the other areas covered by this Agreement. Any item not specifically covered in this Article will be handled in accordance with other sections of this Agreement. This Article applies to the entire state of Alaska.

Art. 32(b) Overtime. All overtime shall be paid for at one-and-one-half (1½) times the basic scale, with the exception that time worked on Sundays and holidays and time worked in excess of ten (10) hours per shift shall be paid at two (2) times the basic scale.

Art. 32(c) When the Contractor is providing transportation at the beginning and at the completion of employment, or between job locations, travel time will be paid for as follows:
Art. 32(d) Employees will be paid for actual time spent in travel not to exceed an amount equal to eight (8) times the Boilermaker hourly wage rate per day in each twenty-four (24) hour period, while waiting for the job to open, or waiting between jobs, or when jobs are stopped on account of weather or other unavoidable circumstances, or while awaiting transportation on completion of employment.

Art. 32(d)(1) The above paragraph is to cover Contractor-provided transportation only.

Art. 32(e) Per Diem. The Union and the Contractor hereby agree that the concept of travel and per diem payments is meant to reimburse employees, who work too far from home to live at home during the course of a job or project, for travel and living costs. Travel payments will be agreed to by the Contractor and the Union as either:

Art. 32(e)(1) If the employee lives 40 miles or more from the job site, he will be paid eighteen cents ($0.18) per mile for transportation plus travel costs of thirty-eight cents ($0.38) per mile from his home. Such costs shall be paid from the employee’s home over the most direct main traveled route, or:

Art. 32(e)(2) The Contractor shall provide transportation for the employee to and from the job site at the beginning and conclusion of their employment as provided for in Art. 12(f).
Art. 32(e)(3) Effective October 1, 2017, employees entitled to travel pay in the above paragraph shall be entitled to per diem in the amount of one hundred dollars ($100.00) per day. (These per diem payments will be subject to applicable provisions of Article 12). The per diem will be paid seven (7) days per week and the employee will provide his own room and board.

Art. 32(e)(4) The employee’s permanent address will be considered his home for purpose of determining whether or not travel and per diem is to be paid. Any or all of the following may be used to verify the permanent home or home address:

Current Driver’s License
Voter Registration
Phone Listing in Phone Book
Verification by Local Union
Paid Utility Bills for Address Claimed
Rent Receipts for Past 6 Months Minimum

Art. 32(e)(5) For the purpose of travel and per diem, an employee’s residence or home address can be changed only once per year.

Art. 32(e)(6) When an employee is required to take a welder’s test outside of the forty (40) mile free zone from the point considered as his residence he shall be paid per diem for the day in which he takes the test provided he passes the test and accepts immediate employment with the Contractor. Once employment is accepted and the employee
commences employment, per diem shall
be paid in accordance with the terms set
forth above in this Article.

Art. 32(f) When an employee suffers an
industrial injury while in a remote area, the
Contractor shall furnish proper hospitaliza-
tion and medical aid. If such injury or illness
prevents an employee from returning to
work within reasonable time or if the doctor
recommends, the employee shall be returned
to Anchorage at the Contractor's expense.
Normally this would be transportation as
provided when hired.

Art. 32(g) In isolated areas of Alaska, the
Contractor will provide suitable room and
board. It shall be the Contractor's respon-
sibility to arrange for rooms to be kept
clean and linen changed regularly. Suitable
laundry facilities shall be made available
at camp sites.

Art. 32(h) When furnishing the Job Notice as
provided in Article 30, the Contractor and
the Union will agree prior to the Job Start
whether room and board, camp facilities or
per diem will be provided in accordance
with Art. 31(e) and Art. 31(g) above.

Art. 32(i) Employees shall be given forty-eight
(48) hours notice before layoff at job end. It
is further understood on shut down or repair
work the Contractor shall give up to forty-
eight (48) hours notice if possible.
Art. 32(j) Covered transportation shall be furnished from a central pickup point if Contractor-supplied transportation to job site is provided. This daily pickup is not to be used by those paid transportation.

Art. 32(k) Unusual situations of purely local nature shall be mutually arranged between the Contractor and the Union's Business Representative.

Art. 32(l) It shall be the responsibility of the Contractor to make arrangements for employees to cash checks and to assume any cost incurred for said arrangements.

ARTICLE 33
HAWAII

Art. 33(a) It is understood that this Article is in effect to accommodate conditions of work in Hawaii which may differ from conditions in the other areas covered by this Agreement. Any item not specifically covered in this Article will be handled in accordance with other sections of this Agreement. This Article applies to the entire state of Hawaii.

Art. 33(b) Holidays. The following days are holidays in Hawaii:

New Year's Day
President's Day
Memorial Day
Kamehameha Day
July 4th
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

Art. 33(c) Transportation

Art. 33(c)(1) Oahu Free Zone (Zone in which travel allowance is not paid), originating from the Capital building, Honolulu, to further include the area within the points connecting Nanakuli in a direct straight line to Schofield Barracks and inclusive of Nanakuli to Barbers Point Beach on to Barbers Point Naval Station.

Art. 33(c)(1)(a) All employees working beyond Nanakuli or beyond Schofield Barracks; or beyond the Highway 80 and 82 junctions; and beyond Waikane shall be paid one (1) hour travel allowance per day at his straight time rate.

Art. 33(c)(1)(b) All employees working beyond Makaha; or beyond Haleiwa Beach Park; or beyond Hauula shall be paid one and one half (1½) hour’s travel allowance per day at his straight time rate.

Art. 33(c)(2) Maui Free Zone (Zone in which travel allowance is not paid), originating from Wailuku and Kahului includes the area within the points connecting Olowalu, Kahakuloa, Puuolai, Pukalani RJ at Highway 400, Makawao RJ at Highway
40 including the town of Makawao and RJ400 and 26.

**Art. 33(c)(2)(a)** All employees working beyond Puuolai; or beyond Olowalu or beyond Kahakuloa; or beyond the Pukalani and Makawao 400 and 36 up to and including Waialua shall be paid one (1) hour travel allowance per day at his straight time rate.

**Art. 33(c)(2)(b)** All employees working beyond Waialua up to and including Kaeleku shall be paid two (2) hours travel allowance per day at his straight time rate.

**Art. 33(c)(3) Hawaii** There shall be two (2) points of origin on the island of Hawaii, one in Hilo and the second in Kailua-Kona. All employees working beyond Naalehu up to Manuku Park shall be paid one and one-half (1½) hours travel allowance per day at his straight time rate.

**Art. 33(c)(3)(a) A Free Zone** (Zone in which travel allowance is not paid), originating from Hilo includes the area within the points connecting Kalapana, Kilauea Military Camp, junction of Highway 20 and road which goes up to Mauna Kea, and Hakalau Bridge.

**Art. 33(c)(3)(b)** All employees working beyond the Hakalau Bridge up to and including the Lakeland subdivision, beyond Kilauea Military Camp up to
and including Naalehu, at Mauna Kea and Pohakuloa, or beyond Kalapana shall be paid one and one-half (1½) hours travel allowance per day at his straight time rate.

Art. 33(c)(3)(c) If an employee from Hilo is required to work on the Kailua-Kona free zone area, the Kamuela and O area, or the area between Kealia and Manuku Park, a per diem per Article 33(d) will be paid.

Art. 33(c)(3)(d) A Free Zone. (Zone in which travel allowance is not paid) originating from Kailua-Kona includes the area within the points connecting Kealia, Waikii, and Kawaihae.

Art. 33(c)(3)(e) All employees working beyond Kealia up to and including Manuku Park beyond Waikii (Mauna Kea and Pohakuloa); or beyond Kawaihae up to and including Lakeland subdivision including the O area shall be paid one (1) hour travel allowance per day at his straight time rate.

Art. 33(c)(3)(f) If an employee from Kailau-Kona is required to work in Hilo free zone area or the area between Naalehu and Kilauea Military Camp a per diem per Article 33(d) will be paid.
Art. 33(c)(4) Kauai Free Zone (Zone in which travel allowance is not paid), originating from Lihue includes the area within the points connecting Hanalei Bridge and Waimea. Princeville is included in the free zone.

Art. 33(c)(4)(a) All employees working beyond the Hanalei Bridge and beyond Waimea shall be paid one (1) hour travel allowance per day at his straight time rate.

Art. 33(c)(5) When a job is located on an island other than where the employee maintains his residence, the Contractor shall:

A. Furnish such employee air transportation to and from the other island and ground transportation to and from the job site at the beginning and completion of the job plus straight time pay for travel time, not to exceed eight (8) hours in any twenty-four (24) hour period. An employee required to travel during other than regular working hours shall receive minimum transportation allowance equivalent to two (2) hours straight time pay. The intent of the language with regard to furnishing air transportation from the employee’s place of residence shall mean his point of hire for the particular project.
B. Pay the employee per diem in accordance with the provisions of Article 33(d), Per Diem.

C. Provide daily transportation to and from the job site and designated locations mutually agreed upon by the Contractor and the Business Manager of the Union.

D. The responsibility for the operation of the Contractor-owned vehicle used for the transportation of personnel to and from the job site shall be given to the Foreman, Assistant Foreman, or the Steward provided he has been determined to be qualified to operate such a vehicle. Driver of vehicle to be compensated but not more than time allowed each way at the straight time wage rate applicable to his crew. Double time for driving shall be paid only on Sunday and Holidays.

E. The minimum standard of Contractor-provided transportation will be in an enclosed vehicle with comfortable seating which shall be in conformity with State and/or Federal Safety Regulations and shall provide protection against inclement weather.

F. An employee who quits or is discharged prior to completion of the job will not be furnished return transportation or paid for return travel time.
Art. 33(d) Per Diem

Art. 33(d)(1) When an employee is assigned to work on an Island (Hawaiian Islands) other than Oahu or the employee’s island of residence, he will be paid per diem seven (7) days per week. Upon request of the employee one (1) week’s per diem may be advanced on the date of dispatch or assignment to the other island. If the Employer voluntarily agrees to pay travel or per diem monies to any craft working in the plant, on maintenance, repair, replacement, renovation or new construction work, the boilermaker employees will automatically be entitled to receive the applicable travel and per diem provisions contained in their Local Lodge or Area Agreement.

Art. 33(d)(2) The per diem rate shall be as follows:

Oahu $ 75.00
All other Islands $130.00

An employee absent from work of his own volition shall not receive per diem for that day or days and for a non-work day or days of that week. As an exception, however, should an employee be stopped from working by the Contractor, Monday through Friday, because of a holiday, rain, breakdown of equipment, or for any reason, such days shall be considered days worked and subsistence will be paid.
Art. 33(d)(3) The final day's per diem for an employee who has been discharged or quits shall be prorated on hours worked that day.

Art. 33(d)(4) The Contractor will make every reasonable effort to issue per diem payment as soon as possible.

Art. 33(d)(5) When an employee is assigned to work on a site outside the Hawaiian Islands or on a moving vessel, the Employer shall provide the employee with food, lodging, and laundry service of good quality.

Art. 33(e) Health & Welfare

Art. 33(e)(1) The Contractor and the Union agree to continue the health plan known as the "Hawaii Boilermakers Health and Welfare Fund" under the Trust Agreement as amended and incorporated in the Agreement by reference.

Art. 33(e)(2) The Contractor and Union agree to and shall be bound by the provisions of said Trust Agreement.

Art. 33(e)(3) The Contractor will pay into the Health and Welfare Fund for each compensable hour worked for all employees covered by this Agreement in the amounts as specified in Article 13(b).

Art. 33(e)(4) Travelers (All members from other Locals) It shall be the responsibility of each Traveler (all members from other Locals)
who work under Local 627 Jurisdiction to request "Exhibit A" the Form to choose to remain a participant in the Boilermakers National Health and Welfare Fund, at the time of their dispatch.

Failure on the part of the Traveler to comply with the above shall indemnify and hold harmless the Union and the Contractors from any claim that may be made upon it.

**Art. 33(f) Annuity Trust Fund**

**Art. 33(f)(1)** The parties hereby agree to continue an Annuity Fund to be known as the Hawaii Boilermakers Annuity Fund hereinafter "Annuity Fund" under the terms and conditions of the "Agreement and Declaration of Trust Establishing the Hawaii Boilermakers Annuity Fund", which is incorporated in the Agreement by reference.

**Art. 33(f)(2)** The Employer shall contribute to the Annuity Fund the amount shown in Article 13(b) for each hour worked by each of its employees.

Contributions payable by the Employer shall constitute a debt due and owing the Annuity Fund and shall be paid by the twentieth (20th) day of the month immediately following. A reporting form provided by the Trustees of the Fund showing the total hours worked by each covered employee for all pay periods for each
month and other necessary information shall accompany such payments.

Art. 33(f)(3) The Employer shall provide the Board of Trustees of the Annuity Fund with all information necessary to carry out the purposes of the Annuity Fund and shall permit an audit of his payroll records to ascertain whether all contributions due to the Annuity Fund have been paid.

Art. 33(f)(4) Upon reasonable notice, and with proper action and agreement of the parties and the Trustees of the Annuity Fund, the Union and the Contractor Representatives retains the option to recommend having the contributions designated in this Article to be made to the Boilermakers National Annuity Trust, herein “National Annuity Trust” instead of the Annuity Fund, and to recommend having the Annuity Fund dissolved, terminated and/or merged with the National Annuity Trust.

ARTICLE 34
NO STRIKE, NO LOCKOUT

Art. 34(a) During the term of this Agreement there shall be no authorized strike by the Union and there shall not be any sympa-thy strike, slowdown, or other interruptions of work by the Union or lockout by the Contractor, provided the Union and the Contractor abide by the provisions of the grievance machinery.
1 **Art. 34(b)** In the event a strike, slowdown, or other interruption of work occurs which is unauthorized by the Union, the Contractor agrees that there shall be no liability on the part of the Union, its officers or agents, provided the Union shall, as soon as possible after notification by the Contractor of a work stoppage, post notice at the job that such action is unauthorized by the Union, and promptly take steps to return its members to work.

12 **Art. 34(c)** The Contractor may discharge any employee for taking part in an unauthorized strike.

15 **Art. 34(d)** Notwithstanding any provisions of this Article, it shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line established by any Union or the local Building Trades Council representing employees at the job if such employees are engaged in a strike which is properly sanctioned.

24 **ARTICLE 35**

25 **GENERAL**

26 **Art. 35(a)** A warm, dry, clean, enclosed ventilated place shall be provided for the employees to keep and change their clothes. Hand cleaning material and towels shall be kept available. Fresh cold drinking water shall be made available daily.
Art. 35(b) Adequate storage space which can be locked shall be provided for employees' personal clothing. Employees' personal clothing stolen as a result of forcible entry into an authorized area will be replaced by the Contractor upon proof of ownership and value. There shall be no subterfuge in the application of this provision.

Art. 35(c) Employees will be permitted to have coffee at their work places as long as the privilege is not abused and does not interfere with the work of others.

Art. 35(d) Employees will be at established reporting points at the beginning and end of their shift. Reporting points will be established at the tool box or at the base of the structure. In unusual situations the Contractor and the Union Business Manager shall mutually agree on reporting points.

Art. 35(e) Contractors shall not be restricted in the selection of kind or source of materials, supplies or equipment used in the prosecution of the work; provided that the Contractor shall make every effort to avoid the use of materials, supplies or equipment which will cause dissension.

Art. 35(f) On projects where Government regulations specify conditions other than those set forth in this Agreement and where the Union agrees to comply with said regulations, the Union shall notify the office of the Secretary of the Western Field Con-
1 struction Negotiating Committee, which
2 shall immediately notify all the Contractors
3 signatory to this Agreement of whom it
4 has knowledge.

5  ARTICLE 36
6  HELPER CLASSIFICATION
7  
8  Art. 36(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  ranteed. On larger jobs, the ratio shall be no
13  more than one (1) helper to four (4) journey-
14  men and one (1) apprentice.
15  
16  Art. 36(b) The ratio of helpers to appren-
17  tices and/or journeymen referenced above
18  shall not be exceeded throughout the hir-
19  ing, operational, and layoff periods of the
20  project. Any ratio of helpers to journeymen
21  and apprentices greater than the above must
22  be by mutual written consent of the Union
23  and Contractor.
24  
25  Art. 36(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. 36(d) The Contractor shall have a call-by-
31  name preference when requesting helpers
32  from a local lodge helper pool.
33  
34  Art. 36(e) Helpers must have an Apprenticeship
35  Application on file in order to be eligible for
36  work. All helpers shall be required to take
and pass the MOST Drug Screen Test prior to
the time of referral and shall comply with the
MOST Annual Drug Screen Requirements.
At a minimum, helpers shall also be required
to take the MOST OSHA 30, MOST Scaffold
Erection and Dismantling, two (2) of the four
(4) MOST Supplemental Rigging classes and
the WSJAC Helper Orientation Class prior to
being dispatched.

Art. 36(f) Helper manpower shall not dis-
place proper use or adherence to mandatory
apprenticeship/journeyman ratios as pro-
vided in Art. 21(e), provided the Boilermaker
apprentices are available for referral. If,
however, Boilermaker apprentices are not
available for referral from anywhere in the
Western States, the Contractor may request
additional helpers, thereby replacing the
unavailable Boilermaker apprentices.

Art. 36(g) Any Contractor who fails or refus-
es to hire field construction Boilermaker
apprentices when available shall not be
allowed to employ helpers on the project
in question.

Art. 36(h) On layout work requiring the skills
and experience of a Boilermaker journey-
man, one (1) helper may be assigned to assist
one (1) or more Boilermaker journeymen
only if a Boilermaker apprentice is not avail-
able for the assignment.

Art. 36(i) At no time shall the number or
pool of helpers currently working or regis-
tered to a Local’s out-of-work list exceed the number outlined set forth within a Local’s referral rules.

4 **Art. 36(j)** Helpers will not be eligible to receive Health & Welfare contributions until the helper has successfully completed 2,000 hours.

8 **Art. 36(k)** Both parties agree to cooperate in making and keeping reasonable records on the progress of all helpers. Records shall be in the form of Monthly Evaluation Reports recording hours worked in each of the work processes. The records shall be maintained by the Western States Area Apprenticeship office. All helper referrals will clearly designate the helper classification.

17 **Art. 36(l)** The Local Joint Referral Rules Committee shall review the helpers’ progress reports. Unfavorable reports may be cause for disciplinary action by said Committee. Unfavorable reports may be cause for disciplinary action to include ineligibility to register on a Local’s helper pool.

24 **Art. 36(m)** Helpers may be expelled from this program and denied referral for violation of the Local’s Referral Rules or Contractor Work Rules constituting a just cause termination as determined by the Local Joint Referral Rules Committee. Helpers dropped from the industry shall be given written notice to that effect with copies to dispatchers at all Western States Construction Locals.
Art. 36(n) It is recognized that, due at times to skilled-manpower shortages in the area covered by the Western States Articles of Agreement, it may be necessary to modify this Article to correct unforeseen problems through a written rider issued by the International Vice President and the Contractor Chairman of the Western States Section.

Art. 36(o) When the helper has served 2,000 hours, the helper shall thereafter be dispatched indicating as such and then the Contractor shall pay full Health & Welfare benefits into the Boilermakers National Health & Welfare Fund for the helper Classification on an hours worked basis.

Art. 36(p) Helper rates shall be a minimum of 55% of the applicable mechanic's rate per hour.

Art. 36(q) The Contractor shall pay the helper listed rate for Apprenticeship, MOST, Pension, and National Annuity contributions on individuals working within this classification. The Contractor shall also be required to make full contributions to the Health & Welfare Fund on behalf of the helper after he has successfully completed 2,000 hours.
ARTICLE 37
SAFETY ATTENDANT CLASSIFICATION

Art 37(a) The wage rates and fringe benefit payments for the Safety Attendant classification shall be the same as for the Helper classification.

Art. 37(b) The scope of work for Safety Attendants (Petrochemical) is to act as a third party independent set of eyes and ears for clients (Petrochemical Site owners). Their specialized safety attendant training ensures a high level of quality for this safety classification. Safety attendants duties include; Fire Watch, Confined Space Attendants/Hole Watch, Bottle Watch/Fresh Air Attendants.

Art. 37(c) A Fire Watch is an individual specifically trained and assigned to warn others of hazards associated with flammable materials, and when capable, to prevent incipient stage fires.

Art. 37(d) A Confined Space Attendant/Hole Watch is an individual stationed outside of a confined space, at the authorized entry point, who monitors and protects the interests of those working inside the confined space.

Art. 37(e) Bottle Watch/Fresh Air Attendants are individuals designated to oversee a fresh air supplied operation.

Art. 37(f) The Contractor shall have a call-by-name preference when requesting Safety Attendants from a Local Lodge Safety Attendant pool and are transferable anywhere in the Western States.
1 Art. 37(g) All Safety Attendants shall be required to take and pass the MOST Drug Screen Test prior to the time of referral and shall comply with the MOST Annual Drug Screen Requirements. At a minimum, Safety Attendants will need to meet all training required by the Owner before being dispatched.

8 Art. 37(h) It is recognized that, due at times to skilled-manpower shortages in the area covered by the Western States Articles of Agreement, it may be necessary to modify this Article to correct unforeseen problems through a written rider issued by the International Vice President and the Contractor Chairman of the Western States Section.

17 Art. 37(i) The Safety Attendant may not perform any other work except what is addressed in this article. The Safety Attendant is not a helper or pre-apprentice and shall not work with the tools of the craft.

22 Art. 37(j) The Safety Attendant is not the safety professional/manager charged with implementing and or monitoring the contractor’s safety program and is not the project’s safety professional.
ARTICLE 38
DURATION OF AGREEMENT

Art. 38(a) This Agreement shall become effective October 1, 2017 and shall remain in
effect through September 30, 2020, and from
year to year thereafter unless either party
shall at least sixty (60) days prior to any anni-
versary date notify the other party in writing
of any proposed changes to this Agreement.
In the event such notice(s) are given the par-
ties shall meet not later than forty-five (45)
days prior to said expiration(s), shall negoti-
ate only the proposed negotiable changes,
and shall conclude the negotiations without
unnecessary delay.

Art. 38(b) It is understood that this Agreement
is a counterpart of an agreement negoti-
ated with the Union on an area-wide basis
by a group of the Contractors engaged in
the Field Construction Industry in the area,
who have likewise executed counterparts of
this Agreement. Should such agreement, by
notice given as provided above, be reopened
for further negotiations, such negotiations
shall be conducted on an area-wide basis by
the members of industry who have executed
counterparts of this Agreement.

Art. 38(c) Any provision of the Agreement, its
amendments or appendices, which are in
contravention of any National or State law
affecting all or part of the territorial limits cov-
ered by this Agreement, shall be suspended in
operation within the territorial limits to which
such law is applicable for the period during which such law is in effect. Such suspension shall not affect the operation of such provisions in territories covered by the Agreement to which the law is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the territorial limits to which such law is applicable.

Art. 38(d) Any breach of this Agreement by a particular Contractor shall not operate as a violation of this Agreement by any other Contractor. Likewise, any breach of this Agreement by the Union to one Contractor shall not give rise to any rights of any other Contractor.

Art. 38(e) It is agreed that all matters subject to collective bargaining have been discussed and disposed of during the negotiations arriving at this contract, and both parties agree that there shall be no further bargaining on any matter whatsoever during the term of this Agreement except as otherwise provided for under Art. 3(d) (Union Security) and Article 27 (Rider Clause).

Art. 38(f) In witness whereof, the parties hereby to have amended this Agreement effective Oct. 1, 2017, to supersede the Agreement that expired Sept. 30, 2017.

Art. 38(g) The foregoing settlement was agreed upon this date by the subcommittee named below representing the above parties and is approved and recommended.
Representing the Contractors:

Larry Jansen, Chairman  
ARB, Inc.

David Pavlik, Co-Chairman  
Babcock & Wilcox

Thomas A. Dillon, Secretary  
CMTA

Gerald Corvino  
APF

Mike Dolan  
CH Murphy / Clark Ullman

Bill Hamilton  
Performance Mechanical, Inc.

Ray Maw  
CBI Services, Inc.

Ron Mayor  
APComPower, Inc.

Neal Teeples  
Industrial Services, Inc.
Representing the Union:

J. Tom Baca, Chairman
   International Vice President

Gary Powers, Secretary
   A/D-ISO

James Cooksey, Co-Chairman
   Assistant to the International President /
   International Representative

Fred Rumsey
   International Representative

Louis Dodson
   Local 4 Business Manager

Clint Penny
   Local 11 Business Manager

Mark Thomas
   Local 92 Business Manager

Tim Ruth
   Local 101 Business Manager /
   International Representative

Mark Keffeler
   Local 242 Business Manager

Tracey Eixenberger
   Local 502 Business Manager

Mark Sloan
   Local 549 Business Manager

Jacob Evenson
   Local 627 Business Manager
By their signatures hereto, the undersigned Contractor and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2017 through Sept. 30, 2020. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Contractor receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

For the Contractor:

By: Larry Jenson, ABB Inc. Contractor Chairman

By: David Pavlik, Babcock & Wilcox 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

By: James Cooksey, Assistant to the International President
EXHIBIT "A"

ELECTION FORM TO REMAIN TO BE A PARTICIPANT IN THE BOILERMAKERS NATIONAL HEALTH AND WELFARE FUND AND THE BOILERMAKERS NATIONAL ANNUITY TRUST OR TO BECOME A PARTICIPANT IN THE HAWAII HEALTH & WELFARE FUND AND THE HAWAII ANNUITY FUND

I, ___________________________________________, hereby state that I am not a permanent resident of the State of Hawaii and that I am a participant in both the Boilermakers National Health and Welfare Fund (referred to herein, as the National Health Fund) and the Boilermakers National Annuity Trust (referred to herein, as the National Annuity Trust) at the time I first became employed by the employer named below, a contractor who is signatory to the Articles of Agreement between the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, and Subordinate Lodge 627 and the Western Field Construction Negotiating Committee, Inc. (referred to as Western States Articles of Agreement). I understand that under the Western States Articles of Agreement, I have the right to become a participant in the Hawaii Boilermakers Health & Welfare Fund (referred to herein as Hawaii Health Fund) and to receive from the Hawaii Health Fund medical benefits, dental benefits, prescription drug benefits, and vision care benefits; and to become a participant in the Hawaii Boilermakers Annuity Fund (referred to herein as Hawaii Annuity Fund) and to receive from the Hawaii Annuity Fund annuity benefits.

I also understand that if I choose to participate in the Hawaii Health Fund that some or all of the benefits may not be available outside of the State of Hawaii for myself and my qualifying dependents covered by this program. I have been informed what the above-referenced benefits of the Hawaii Health Fund and the Hawaii Annuity Fund are, or I have had an opportunity to become aware of what these benefits are.

If I elect to participate in the Hawaii Health Fund and the Hawaii Annuity Fund, my employer will make contributions as required by the Articles of Agreement.
If I elect to participate in the National Health Fund and the National Annuity Trust, my employer will be limited to make contributions based on what is required by the Articles of Agreement to be made to the Hawaii Health Fund and the Hawaii Annuity Fund. My employer will first make contributions to the National Health Fund based on the applicable rate required. If the contribution rate to the National Health Fund is less than the combined rates for the Hawaii Health Fund and the Hawaii Annuity Fund, the difference will be paid to the National Annuity Trust, as the Trust permits. If the contribution rates for the National Health Fund exceed the combined rates for the Hawaii Health Fund and the Hawaii Annuity Fund, then the Union and Management must resolve this issue.

I understand that my participation in any of the funds will stop after I finish working on the construction project that I am currently working on unless the Union referred to above and Management both agree in writing to allow me to continue such participation.

Based on the above stated representations, I hereby make the following election by initialing one of the following paragraphs and signing and dating below:

___ I elect to continue participation in the National Health Fund and the National Annuity Fund with the conditions stated above, in the Western States Articles of Agreement or any amendments or modifications thereto.

___ I elect to remain a participant in the Hawaii Health Fund and the Hawaii Annuity Fund under the conditions stated above, in the Western States Articles of Agreement or any amendments or modifications thereto.

EMPLOYED BY: __________________________________________

(Name of Employer)

Dated: _____________

____________________________________

(Signature)
Signatory Contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CCI Mechanical Inc.
758 S Redwood Rd
Salt Lake City, UT 84125
801-973-9000
<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clayburn Refractories</td>
<td>PO Box 238, Sumas, WA 98295</td>
<td>Bellingham, WA 98225</td>
<td>206-771-4600</td>
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<tr>
<td>Ershigs Inc.</td>
<td>742 Marine Dr</td>
<td></td>
<td>360-733-2620</td>
</tr>
<tr>
<td>Commercial Welding Co.</td>
<td>711 South Myrtle St, Seattle, WA 98108</td>
<td></td>
<td>206-767-4211</td>
</tr>
<tr>
<td>Gear Tech Mechanical LLC</td>
<td>1121 Columbia Blvd, Longview, WA 98632</td>
<td></td>
<td>360-577-9178</td>
</tr>
<tr>
<td>Contractors Cargo Co.</td>
<td>500 S Aameda St, Compton, CA 90221</td>
<td></td>
<td>310-609-1957</td>
</tr>
<tr>
<td>Gemma Power Systems Calif.</td>
<td>5025 Delevan Rd, Maxwell, CA 95955</td>
<td></td>
<td>530-361-6301</td>
</tr>
<tr>
<td>Contractors Rigging &amp; Erectors</td>
<td>500 S Aameda St, Compton, CA 90221</td>
<td></td>
<td>310-609-1957</td>
</tr>
<tr>
<td>General Construction Co.</td>
<td>19472 Powder Hill Place, Poulsbo, WA 98370</td>
<td></td>
<td>360-779-3200</td>
</tr>
<tr>
<td>Danick Mechanical Inc.</td>
<td>PO Box 207, Nicolas, CA 95659</td>
<td></td>
<td>530-656-2666</td>
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<tr>
<td>Harder Mechanical</td>
<td>PO Box 5118, Portland, OR 97208</td>
<td></td>
<td>503-281-1112</td>
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<tr>
<td>DC Power Industrial</td>
<td>1536 MC Rd 22, Craig, CO 81625</td>
<td></td>
<td>970-824-6775</td>
</tr>
<tr>
<td>Haskell Corporation</td>
<td>1001 Meador Ave, Bellingham, WA 98226</td>
<td></td>
<td>360-734-1200</td>
</tr>
<tr>
<td>DDJ Construction Welding Inc.</td>
<td>718 Griffin Ave PMB 339, Enumclaw, WA 98022</td>
<td></td>
<td>425-432-6170</td>
</tr>
<tr>
<td>Hollinger Construction</td>
<td>1061 Industrial Way, Longview, WA 98632</td>
<td></td>
<td>360-423-4850</td>
</tr>
<tr>
<td>Delta Steel Erectors</td>
<td>325 W Channel Rd, Benicia, CA 94521</td>
<td></td>
<td>707-748-2221</td>
</tr>
<tr>
<td>Industrial Contractors Inc.</td>
<td>701 Channel Dr, Bismarck, ND 58501</td>
<td></td>
<td>701-250-9900</td>
</tr>
<tr>
<td>Electrical Energy Services Inc.</td>
<td>PO Box 1980, Farmington, NM 87499</td>
<td></td>
<td>505-325-5003</td>
</tr>
<tr>
<td>Industrial Services Co.</td>
<td>PO Box 749, Frenchtown, MT 59834</td>
<td></td>
<td>406-549-1706</td>
</tr>
</tbody>
</table>
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
312-781-2380

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
661-392-2783

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

Tri-County Mechanical & Electrical Inc.
3139 Bczeman Ave
Helena, MT 59601
406-442-4291

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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