

**Construction Agreement**

**Between the**

**Boilermaker Employers Division**

**of the**

**Mechanical Contractors Association  
of Northwestern Ohio, Inc.**

**and the**

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

**Local Lodge No. 85  
Rossford, OH**

**July 1, 2021, through June 30, 2024**

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## **PREAMBLE**

Whereas the parties hereto have maintained a mutually satisfactory relationship in the work area covered by collective agreements between them which have been in effect over a substantial period of years; and

Whereas the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and/or subordinate subdivisions thereof embrace within their membership large numbers of qualified journeymen who have constituted in the past, and continue to do so, a majority of the employees employed by the Employer therein.

Now therefore, the undersigned Employer and Union in consideration of the mutual promises and covenants contained herein agree as follows:

### **Article 1 Scope and Purpose of Agreement**

(a) This agreement governing wages and working conditions on field construction, erection, rigging, field fabrication, assembling and dismantling of all work coming under the jurisdiction of the Union in the field, shall govern the relations between the Union and Employer.

(b) The parties to this agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interest of the industry and the public, and they agree to strive to eliminate all factors which tend toward unstabilizing these conditions.

(c) The agreement shall apply to field construction work coming under the jurisdiction of the Union in thirty-one (31) counties of the northwestern part of the State of Ohio and three (3) counties in the State of Michigan as follows:

Ohio Counties: Allen, Ashland, Auglaize, Crawford, Darke, Defiance, Delaware, Erie, Fulton, Hancock, Hardin, Henry, Huron, Knox, Logan, Lucas, Marion, Mercer, Morrow, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Union, Van Wert, Williams, Wood, and Wyandot.

Michigan Counties: Hillsdale, Lenawee, and Monroe

(d) Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

### **Article 2 Recognition and Non-Discrimination**

#### **Recognition**

The Union having demonstrated to the Employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement has designated the Union to serve as its collective bargaining representative, and is desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per Section 9 (a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as exclusive bargaining representative pursuant to a representation

election conducted among employees in the bargaining unit, as the unit is defined elsewhere in this collective bargaining agreement.

The use of the word "employee" in the agreement shall be construed to mean "boilermaker".

### **Non-Discrimination**

(a) In a desire to state their respective policies, both the Employer and the Union shall provide employment opportunities without regard to unlawful considerations of or discrimination against any employee or person pertaining to race, sex, national origin, age, physical or mental disability, religion, creed, color, nationality, sexual orientation, gender identity, ancestry, medical condition or characteristics, marital status, or any other classification prohibited by local, state, or federal laws.

(b) The use of the masculine or feminine gender or titles in this agreement shall be construed as including both genders and not as sex limitations unless the agreement clearly required a different construction.

### **Article 3 Union Security**

As of the effective date of this agreement all employees under the terms of this agreement must be or become members of the Union thirty (30) days after their date of employment in accordance with the provisions of the National Labor Relations Act. (This clause shall be effective only in those states permitting Union Security).

### **Article 4 Trade Jurisdiction**

(a) This agreement except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen boilermakers, apprentices, and helpers employed in the boiler making trade by a signatory Employer, including but not limited to:

Boiler making, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting up, grinding, reaming, impact machine operating, unloading and handling of the boilermaker's material and equipment, and such other work that comes under the trade jurisdiction of the Boilermaker.

(b) When the Employer's major craft on a job is Boilermakers and a tool room is necessary, the tool room man shall be a boilermaker.

(c) The Employers agree that Boilermakers will have jurisdiction over dismantling any work which they erect, or which comes under the trade's jurisdiction of the craft, subject to decisions rendered by the Impartial Jurisdictional Dispute Board, Trade Agreements, and Final Decisions of the AFL-CIO.

(d) Anytime it is necessary that work be performed that comes under the jurisdiction of the Boilermakers during the testing or starting up of Boilermakers equipment, there shall be a minimum of two (2) men; one (1) shall be a foreman and the other shall be a steward, both of whom shall perform work as assigned.

(e) All stress relieving and mechanical testing in the field of welds performed by the Boilermakers on work erected by the Boilermakers will be assigned to the Boilermakers subject to the decisions rendered by the Impartial Jurisdiction Disputes Board, Trade Agreements, and Final Decisions of the AFL-CIO.

(f) Any crew testing boilermaker welds and/or equipment shall have a minimum of one (1) boilermaker assigned to the crew when manual assistance is required. It is understood that manual assistance does not

include the performing of work which requires special license or special training. Foremen or Stewards will not necessarily be required when the testing is being done at times other than the regularly established shifts.

(g) In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be handled in accordance with the procedure established by the Impartial Jurisdictional Disputes Board in the Building and Construction Industry or any successor agency of the Building and Construction Trades Department approved by the International President and Executive Council of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers.

(h) When requested in writing by the Business Manager, the Employer shall furnish a signed letter on the Employer's stationary stating that Boilermakers were employed on specific types of work on a given project.

(i) No lifts shall be made by a cranes man without receiving standard signals from a properly designated boilermaker when the work falls within the proper jurisdiction of the Boilermaker.

(j) On all actual erection and/or dismantling with the use of power operated rigs or cranes, no less than four (4) men and a foreman or assistant foreman shall be employed. On loading, unloading and field work a crew shall be assigned consistent with safe operations.

(k) When a helicopter is used on a job for erection of Boilermaker work, there shall be a minimum crew of one (1) foreman or assistant foreman and four (4) boilermakers.

Any deviation from the above shall be only by mutual consent between the Business Manager and the Employer.

#### **Article 5 Work and Subcontract Limits**

No Employer shall subcontract or assign any of the field construction work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who does not comply with all the terms of the Agreement or a Field Construction Agreement in effect in the area where the work is erected which has been approved by the International Brotherhood and does not stipulate in writing compliance to the applicable fringe benefits funds and the trust agreement or agreements covering same.

#### **Article 6 Referral of Applicants for Employment**

(a) The referral of applicants for employment shall be in accordance with the provisions of the Local Joint Referral Rules and Standards for Lodge #85.

(b) On new work, if a call for applicants for employment is not twenty-four (24) hours (excluding Saturday and Sunday) prior to time of hire, then new employees shall be allowed two (2) hours to show up on the first day without loss of pay.

(c) If there are absentees at any time, the Employer may notify the Union for replacements or additional workers.

(d) If a registrant is dispatched from the short-term call list and the job opportunity goes beyond ten (10) working days, he shall be laid off by the Employer unless he agrees to stay, at which time his/her name will be removed from the long-term call list.

(e)The Employer may select five (5) applicants for employment from the out of work list for repair and construction of tanks. The next five (5) applicants for employment required will be dispatched in accordance with the provisions of the Local Joint Referral Rules and Standards for Lodge #85. All subsequent workers will be subject to an alternating selection/referral on a one (1) for one (1) basis. (i.e., Employer selects one applicant for employment, Local 85 dispatches the next applicant for employment.)

#### **Article 7 Hours of Work**

Eight (8) hours per day shall constitute a day's work. Winter and summer hours to coincide with local Building Trades Council work hours. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive. Building Trades working hours will be followed on all jobs unless changed by mutual agreement between the Employer and Business Manager.

#### **Article 8 Overtime**

(a) All time worked before and after the established workday of eight (8) hours Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half (1 1/2) times the appropriate rate of pay. All time worked on Sundays and holidays shall be paid for at the rate of double time the appropriate rate of pay.

(b) Employees assigned to work during the regular lunch period shall be paid at the overtime rate and be allowed 1/2 hour to consume their lunch on the contractors' time after completing such necessary or emergency work during their lunch period.

(c) If an employee is called back to work between the hours of his regular quitting time and four (4) hours prior to his regular starting time, he shall receive a minimum of four (4) hours at the overtime rate of pay.

(d) Employees assigned to a particular job during a regular shift shall not be replaced when overtime is required.

#### **Article 9 Holidays**

(a) For overtime purposes the following shall be recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Saturday or Sunday, the day observed by the Nation will be observed. The double time rate shall be paid for all time worked on the above-named holidays except as follows:

(b) No work shall be performed on Christmas Day or Labor Day except to preserve life or property. Any employee required to work on Labor Day or Christmas Day shall receive triple (3) times the regular hourly rate of pay.

#### **Article 10 Shifts**

(a) Shift work may be established by the Employer on the following basis:

(b) When two (2) or three (3) regularly scheduled shifts are working, for the purpose of calculating the overtime provisions that may be applicable to the second or third shifts, the regularly established starting time

of the first or day shift shall be recognized as the beginning of the twenty-four (24) hour workday and the second or third shifts immediately following shall be considered as belonging to that day.

(c) When shifts are required the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight time hourly rate plus \$.25. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus \$.50. A thirty (30) minutes lunch period shall be mutually agreed upon by the job superintendent and the Union representative and shall not be considered as time worked.

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

(e) In cases where employees are required to work in excess of ten (10) hours, the Employer will schedule a second (2nd) paid meal break effective upon the commencement of the third (3rd) overtime hour. Subsequent meal breaks shall be scheduled each four (4) hours thereafter.

#### **Article 11 Minimum Pay and Reporting Time**

(a) Any employee starting to work or called to work after starting time, Monday through Sunday inclusive shall be paid not less than two (2) hours pay at the applicable rate. If such employee is required to continue working during the second period of the shift, he shall receive pay for the actual number of hours worked.

(b) Should any employee report for work on his regularly established shift as per Articles 6 and/or 9 and is not given work, he shall receive two (2) hours pay at the applicable rate.

(c) Any employee who reports for work and is unable to work because of inclement weather shall receive two (2) hours pay. Any employee in order to qualify for show up time shall remain on the job for two (2) hours unless released by the Employer authorized representative.

(d) The foregoing requirements shall not be applicable when the employee voluntarily quits in which case, he shall be paid for actual time worked.

(e) The Employer after discussing with the steward shall determine at any time during the first (2) hours whether or not the work can proceed.

#### **Article 12 Transportation and Travel Expense**

(a) Travel expense shall be paid for each day the employee reports for work as follows:

30 miles and up to 50 miles.....	\$10.00
50 miles and up.....	\$12.00

(b) Distances shall be determined by actual road mileage from Local 85, 319 Glenwood Road, Rossford, Ohio, over the most direct main traveled route (as mutually agreed between the Employer's Representative and the Business Manager of the Union) to the change shanty or the most distant parking space provided at the job site, whichever is farther.

**Article 13  
Wages and Fringe Benefit Contributions**

**(a) Journeyman Wage Rate:**

The Employer shall pay, and the employees covered by the terms of this Agreement shall accept the following minimum wage scales:

Effective July 5, 2021

Base Rate	\$40.27	
Health & Welfare	\$ 6.97	hours paid
Pension	\$13.60	hours paid
BNA	\$ 4.00	hours paid
Apprentice Training	\$ .42	hours worked
Educational Fund	\$ .75	hours worked
MOST/Common Arc*	\$ .34	hours worked
Contractor Safety Fund	\$ .10	hours worked
Supplemental Welfare	\$ .75	hours paid
DCRP	\$ 1.53	hours paid
Total	\$68.73	

Effective July 4, 2022, \$1.58 per hour to be allocated.

Effective July 3, 2023, \$1.62 per hour to be allocated

\*MOST/Common Arc

Reported and paid to Boilermakers National Fund  
754 Minnesota Avenue - Suite 424, Kansas City, KS 66101

**Deductions:**

Union Dues	4.5% of gross wage plus \$0.20 per hour worked - Reported and paid to Boilermakers Local 85
M.O.R.E. Work Fund	\$1.00 per hour worked - Reported and paid to M.O.R.E Fund - 753 State Avenue., Ste 565, Kansas City, KS 66101

**(b) Supervisory Rates over Journeyman Rate:**

Foreman	15% over Journeyman Rate
General Foreman	20% over Journeyman Rate

**(c) The apprentice wage scale shall be:**

1st 6 months	70%
2nd 6 months	72.5%
3rd 6 months	75%
4th 6 months	77.5%
5th 6 months	80%
6th 6 months	85%
7th 6 months	90%
8th 6 months	95%

(1) All apprentices working on erection, repairing, and dismantling of smokestacks, smokestack liners, standpipes and water towers shall receive boilermaker journeyman's rate of pay.



**(d) Helpers Clause:** – Helpers will be referred and employed in the event that qualified journeymen boilermakers or boilermaker apprentices are not available. On any specific project, helpers will be laid off before any qualified journeymen boilermakers and boilermaker apprentices. Effective first full pay period from initial employment, Helpers shall be paid in accordance with the following wage scale:

0 – 1000 Pension hours	50% of journeyman base rate
1001 – 2000 Pension hours	60% of journeyman base rate
2001 – 3000 Pension hours	70% of journeyman base rate
3001 – 4000 Pension hours	75% of journeyman base rate
4001 – 5000 Pension hours	80% of journeyman base rate
5001 – 6000 Pension hours	90% of journeyman base rate

**(1)** Pension and BNA shall be paid at the rate of twenty-five (\$0.25) cents per hour for each Helper for his/her first 2000 hours of employment. After that, pension and annuity shall be paid at the full rate as journeyman. All other fringe benefit contributions shall be paid at the full rate as journeyman from initial employment.

**(e)** Journeyman Metal Tradesmen, (Ironworkers, Asbestos Workers, Plumbers, Pipefitters, Sheetmetal Workers, Millwrights, and Electricians) will receive 100% of the journeyman rate.

#### **Article 14 Pay Day**

**(a)** Employees shall be paid weekly on a designated day during working hours and in no case shall more than three (3) “working” days be held back in any one pay period which ends on Sunday.

**(b)** Accompanying each payment of wages shall be a separate statement identifying the Employer and employee, showing date by the week, total hours, total earnings, net pay, and all deductions separately, indicating clearly what they are for, (excludes Boilermaker-Blacksmith Pension, Boilermaker Health & Welfare, Boilermaker National Annuity, Boilermakers Local No. 85 Defined Contribution Retirement Plan, Apprentice, and other non-taxable Employer contributions.)

**(c)** When an employee is to be terminated due to a reduction in force, he shall be notified one (1) hour in advance of quitting time. When an employee is discharged, he shall receive his wages immediately thereafter.

**(d)** The Local Union office shall, within three (3) days be furnished a written verification of termination, stating reason for termination, on form provided by the Union with removable copy for the Employer’s record.

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

**(f)** If a recognized holiday falls on or before the designated pay day, the employees shall be paid no later than the third working day (excluding holidays) from the last day of the Employer’s payroll work week.

**(g)** The Employer may choose to use direct deposit to pay all Employees. If the Employer chooses to utilize direct deposit, the monies shall be posted by 3:30 pm to the Employee’s account on payday. The employee shall have the option of opting out of direct deposit. The employee may also choose to have their check stub emailed by the Employer in lieu of a paper stub sent via US mail.

(h) When requested and if available, the employer shall furnish a steward's report in a timely manner.

**Article 15**  
**Union Access to Jobs**

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

**Article 16**  
**Stewards**

(a) A steward shall be a working journeyman appointed by the Business Manager. Workmen going to work on the job and finding no steward acting thereon shall immediately notify the Business Manager of the Union. The steward shall represent the Local on the job where he is employed and enforce the terms and conditions of the Agreement, collect dues, and other Union obligations of employees owing the Union. The steward, in conjunction with the Business Manager, shall take up the complaints and grievances of employees and help to adjust same. He shall report to the Lodge on infractions of terms and conditions of this Agreement. He shall perform such other duties as the Local Business Manager may direct consistent with the terms and conditions of this Agreement. The steward shall be allowed a reasonable amount of time to perform his duties.

(b) It is understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring or lay-off of employees.

(c) Stewards shall be notified two (2) hours in advance of all lay-offs, as to the number to be laid off, reason for lay-off, time of lay-off in order to expedite the dispatching of men as provided under Article 5.

(d) The Employer agrees that the Steward will not be laid off until proper notification has been given to the Union and further, when employees are laid off the Steward will be the last man laid off providing, he is capable of performing the work in question.

(e) If, in the opinion of the Employer, the Job Steward is not performing his duties impartially, the Employer and the Business Manager shall meet within twenty-four (24) hours and address the difficulty to the mutual satisfaction of both parties.

**Article 17**  
**Union Dues, Building Trades Check Offs, M.O.R.E Work Fund**

Upon presentation of a signed authorization card, the obtaining of which shall be the responsibility of the Union, the Employer shall withhold field dues Building Trades assessments and Boilermaker Local 85 assessments in the amount set forth in Article 13, Section (a), and submit same to the appropriate fund office as listed in Article 13, Section (a) no later than the 15<sup>th</sup> day of the following month in which the dues accrued. The Union holds the Employer harmless and agrees to defend the Employer fully in any litigation resulting from this activity which is deemed to be a service to the Union by the Employer.

**Article 18  
Supervision**

- (a) All classification of foremen shall be practical mechanics of the trade.
- (b) The selection of all classes of foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of classes of foremen the Employer will give first consideration to the qualified men available in the local area without persuading any employee to leave one Employer for another.
- (c) There shall be a foreman on every job.
- (d) After more than two (2) crews (each containing no more than six (6) men per crew, per shift including a category of foreman) are employed on any job under the terms of this agreement, no category of foreman may work with the tools.
- (e) No category of foreman shall apply in any respect, any regulation, rules, By-Laws, or the provisions of the Union Constitution on the Employer's job site.
- (f) All orders from the Employer shall go through the proper chain of command with the following modifications.
  - 1. The general foreman may give orders to the men in the interest of safety of the men or welfare of the Employer.
  - 2. It is agreed that the foreman or general foreman shall accept instructions from the Employer's erectors.
  - 3. The Employer's erector or erectors shall not give direct orders to any journeyman except in the interest of safety or welfare of the Employer.

**Article 19  
Incentive Plans**

Under no condition shall piece, task bonus or wage inducement systems be allowed.

**Article 20  
Safety Measures, Health and Sanitation**

- (a) All work of the Employer shall be performed under mutually approved safety conditions which must conform to State and Federal Safety regulations.
- (b) Whenever practical and local conditions permit, and water and sewer services are available, flush toilet facilities will be maintained in a clean sanitary condition, properly heated, lighted, and ventilated and quarters with light, heat and ventilation shall be provided for the men to change clothes and eat their lunches. Employees shall be reimbursed for loss or damage to their belongings by fire or natural disaster when properly stored in a place designated by the Employer at the job site, not to exceed three hundred dollars (\$300) per employee. Employees shall be reimbursed for belongings lost on nuclear job sites to radiation contamination, not to exceed \$300 per employee.
- (c) Potable and properly cooled drinking water shall be furnished employees at all times.
- (d) In Chemical Plants, refineries, and other jobs where any unusual conditions exist which causes unusual damage to wearing apparel the Employer shall give consideration toward compensating for same.

(e) Scaffolding, staging walks, ladders, gangplanks and other safety appliances shall be provided where necessary and shall be constructed in a safe and proper manner by boilermaker mechanics consistent with decisions rendered by the Impartial Jurisdictional Disputes Board.

It is not the intent of this section by the parties involved to schedule work in a prejudicial manner that one craft would receive the major portion of scaffold building, consistent with efficient progress of the job. Boilermakers will use existing scaffolding constructed in a safe condition by other crafts providing the above conditions are not circumvented.

(f) Lighting and ventilation shall be provided for all enclosed working spaces.

(g) Reasonable arrangements shall be made to be sure that another boilermaker is working within hearing distance of a boilermaker working alone in order to render assistance in the event of injury or illness.

(h) If and when recommendations of the National Committee on Radiation Protection and Measurement are available, the Agreement insofar as this particular subject is concerned may be opened upon thirty (30) days' notice for the purpose of discussing such recommendations in the interest of protecting the health and safety of the employees.

(i) Employees will be permitted to partake of coffee or other non-alcoholic beverages twice during working hours (morning and afternoon) at their workstation at a designated time established by the Employer with a maximum total of ten (10) minutes for each break. The foreman shall prevent abuses of this privilege.

(j) The Employer must provide Worker's Compensation coverage at all times regardless of the number of employees.

(k) When welding or burning is to be performed there shall be a sufficient number of employees provided near the welders or burners to insure a safe condition.

(l) Boilermaker employees shall provide themselves with one (1) pocketknife and one (1) six-foot rule. Any additional tools, safety equipment and personal protective equipment shall be furnished by the Employer. Personal protective equipment shall be furnished by the Employer, and he shall instruct the employee to use such equipment. It shall be issued to the employee in sanitary and proper condition so that it will effectively protect against the hazard involved.

Protection equipment includes but is not limited to the following:

1. Eye protection
2. Face shields
3. Respirators and masks
4. Helmets and hoods
5. Head protection
6. Welder gloves, aprons, welder's leathers, and sleeves
7. Rigging belts with safety line attached
8. Hearing protectors

The listed items will be made available on the job for employee's use when at the discretion of the superintendent and foreman they are necessary for the employee's safety and protection. Failure to use such protective equipment may result in discharge.

Such equipment shall be the property of the Employer.

(m) Portable grinders shall be provided with safety guards so mounted as to maintain proper alignment with the wheel and the guard and its fastenings shall be of sufficient strength to retain fragments of the wheel in case of accidental breakage. The maximum speed of the wheel shall not be exceeded.

(n) More than one (1) means of access shall be provided for employees working in confined spaces. If this is not possible an employee shall be assigned or stationed outside of such confined space to maintain communication with those working within it and to aid them in an emergency.

(o) Adequate protection shall be provided for employees exposed to an atmosphere which could be dangerous to life (lack of oxygen or gaseous contaminants).

(p) Boilermakers shall not be required to use endless belt manlifts for ascending and/or descending.

(q) The Employer shall notify the Union and post at the job site a telephone number through which the job site may be reached in case of emergency.

(r) The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules of the employees. It shall be the exclusive responsibility of the Employer to ensure compliance with safety standards and rules.

(s) If an employee is injured on the job a person designated by the Employer shall assist in taking care of the employee seeing that he is given first aid and if an ambulance or emergency squad services are required, the steward may accompany injured workman to the hospital or take him home, if required, without loss of pay from his established shift.

#### **Article 21 Return of Tools and Clean Up**

(a) Employer's tools will be turned in on Employer's time if required to be turned in by the Employer. Tools will be returned prior to pay off.

(b) The Employer will grant ten (10) minutes on new construction for wash up time and putting tools away. All employees must remain on the job until quitting time.

#### **Article 22 Welding Tests**

(a) Any welder who is required to take a test shall be paid for the time required to take said test or two (2) hours whichever is greater. The welder shall perform the test in strict accordance with the Employer's procedures and requirements.

(b) The Union shall be notified in writing of the results of a qualification test.

(c) When the Employer requests employees with special skills from the Union and these employees are required to perform work in another classification temporarily, the Employer agrees that he will not request additional employees with similar skills until such time as those employees return to their original classification.

**Article 23**  
**Fringe Benefits**

(a) The fringe benefit provisions contained in this Agreement shall apply to all Employers who become signatory or bound by this Agreement and all other Employers who become a party to an Agreement relating to the fringe benefit programs described herein.

(b) All Employers referred to in Section 2 of this Article (all of which Employers are hereinafter referred to as "Participating Employer") who are party to and bound by this Agreement acknowledge, accept, and agree to be bound by the Agreement and Declaration of Trust, as hereinbefore and/or hereinafter amended, establishing the:

Boilermaker-Blacksmith National Pension Trust;  
Boilermakers National Health & Welfare Fund  
Boilermakers National Annuity Trust; (BNA)  
Boilermakers Defined Contribution Retirement Plan (DCRP);  
Boilermaker Area Apprenticeship Funds;  
Boilermakers Local 85, Joint Training and Educational Trust Fund;  
Boilermakers Local 85 Supplemental Welfare Fund;

The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents has been made available to them at the respective Trust Offices for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

(c) All Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and amendments thereto promulgated by the Trustees appointed by the Employers Negotiating Committee in accordance with the provisions of the Trust Agreement.

(d) All Participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Employers Negotiating Committee in accordance with the provisions of the Trust Agreement.

(e) All Participating Employers shall remit all contributions due and owing on or before the Fringe Benefit Payment date, which is hereby established as the 15th day of each calendar month.

(f) If a Participating Employer has not remitted the total fringe benefit amounts due and owing and files the official reporting forms by the Fringe Benefit Payment Date as aforesaid, the said Employer shall be liable to the Trustees for liquidated damages in such amount as shall be established by the Trustees of each such Plan by a promulgation of Rules and Regulations establishing and revising the liquidated damage charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participating in this Agreement, all Participating Employers shall be bound by such promulgation's on and after their effective dates.

(g) If a Participating Employer is in violation of the provisions of Article 26 in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees for reasonable attorneys' fees in any court of law, arbitration proceedings, or federal or state administrative agency costs actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement.

(h) The parties to this Agreement hereby agree that the proper venue for the institution of any action, legal, or equitable, for violations of any provision of this Agreement shall be in Wood County, Ohio. The parties hereby voluntarily waive their right to assert as a defense any requirement of proper venue.

#### **Article 24 Health & Welfare**

(a) The Boilermakers National Health and Welfare Fund is referred to as "National Welfare Fund", "Welfare Fund" or "Fund". The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".

(b) The Employer shall pay into the Boilermakers National Health and Welfare Fund the sum in accordance with Article 13 for each hour paid for the Employer by all employees who are covered by the Agreement. Contributions paid for hours at the overtime rate shall be increased proportionately.

(c) Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of October 1, 1954, establishing the Boilermakers National Health and Welfare Fund and by any amendment to said Trust Agreement.

(d) Payment of Employer contributions to the National Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trustees of said Fund.

(e) Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security Numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.

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

(1) Execute the Agreement and Declaration of Trust establishing the National Welfare Fund.

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

(3) Exercise any and all other rights in connection with or relating to the National Welfare Fund or its Trust Agreement, which are given to the Employer, either individually or together with other Employers under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with but only on and in accord with the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

**Article 25**  
**Pension**

(a) The Boilermaker-Blacksmith National Pension Trust is referred to as "National Pension Trust", Pension Trust", and the Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".

(b) It is agreed that contributions will be paid to the Boilermaker-Blacksmith National Pension Trust in accordance with Article 13 for the duration of this Agreement for all straight time hours paid by all employees covered under the Agreement. Contributions paid for hours at the overtime rate shall be increased proportionately.

(c) Employer agrees to be bound by the Trust Agreement entered into as of June 2, 1960, establishing the Boilermaker-Blacksmith National Pension Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.

(d) Payment of Employer contributions to the National Pension Trust in the amount specified in this Agreement shall be made on the dates and in the manner and form prescribed by the Trustees of said Trust; provided that no contributions shall be made prior to the receipt by such Trustees or a ruling from the Internal Revenue Service to the effect that the Pension Plan under said Trust qualifies under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling, contributions shall be payable as of the effective date specified in the Agreement.

(e) Employer shall furnish the Trustees with information such as the names of employees, classifications; Social Security Numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Trust.

(f) Employer hereby authorizes and directs the Committee named in this Agreement as representing the Employers named in the then current agreement successor to this agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement.

(1) Execute the Trust Agreement establishing the National Pension Trust.

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

(3) Exercise any and all other rights in connection with or relating to the National Pension Trust or the Trust Agreement, which are given the Employer, either individually or together with other Employers, under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

(g) Employer hereby irrevocable designates the Employer Trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employer's) representatives for the purpose set forth in said Trust Agreement.



**Article 26**  
**Boilermaker National Annuity Trust**

- (a) The Boilermaker National Annuity Trust is referred to as "National Annuity Trust", Annuity Trust", and the Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".
- (b) It is agreed that contributions will be paid to the Boilermaker National Annuity Trust in accordance with Article 13 for the duration of this Agreement for all straight time hours paid by all employees covered under the Agreement. Contributions paid for hours at the overtime rate shall be increased proportionately.
- (c) Employer agrees to be bound by the Trust Agreement entered into as of December 31, 1985, establishing the Boilermaker National Annuity Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.
- (d) Payment of Employer contributions to the National Annuity Trust in the amount specified in this Agreement shall be made on the dates and in the manner and form prescribed by the Trustees of said Trust; provided that no contributions shall be made prior to the receipt by such Trustees or a ruling from the Internal Revenue Service to the effect that the Annuity Plan under said Trust qualified under Section 401(a) of the Internal Revenue Code and that such Trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling, contributions shall be payable as of the effective date specified in the Agreement.
- (e) Employer shall furnish the Trustees with information such as the names of employees, classifications; Social Security Numbers, hours worked, and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Trust.
- (f) Employer hereby authorizes and directs the Committee named in this Agreement as representing the Employers named in the then current agreement successor to this agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement.
- (1) Execute the Trust Agreement establishing the National Annuity Trust.
  - (2) Exercise any rights, powers and authority given or provided by said Trust Agreement or any amendments thereto; to elect, select, appoint or vote for one or more Employer Trustees and successor Employer Trustees of the Trust and to remove or vote for or against the removal of any Employer Trustee of the Trust.
  - (3) Exercise any and all other right in connection with or relating to the National Annuity Trust or the Trust Agreement, which are given the Employer, either individually or together with other Employers under said Trust Agreement.
- In exercising or in not exercising the power and authorities herein granted, the Committee shall act on and in accord with but only on and in accord with the vote of a majority of the then members of the Committee. Having so acted, the committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.
- (g) Employer hereby irrevocably designates the Employer Trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employers') representatives for the purpose set forth in said Trust Agreement.

**Article 27**  
**Apprenticeship Program**

(a) The Boilermaker Area Apprenticeship Funds is referred to as "Area Apprenticeship Funds" and "Funds". The National Joint Apprenticeship Board is composed of an equal number of Employers and Union Representatives selected to represent the various areas established by the Trust Agreement. The committee is the "Employers or Contractors Negotiating Committee". The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".

(b) Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Boilermaker Area Apprenticeship funds and by any amendments to said Trust Agreement.

(c) The Employer shall pay into the Great Lakes Area Apprenticeship Fund the sum specified in Article 13 per hour for each hour worked for the Employer by all employees who are covered by this Agreement.

(d) Payment of Employer contributions to the Boilermaker Area Apprenticeship Funds shall be made on the dates and in the manner and form prescribed by the National Joint Apprenticeship Board of said Funds.

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

(1) Execute the Agreement and Declaration of Trust establishing the Boilermaker Area Apprenticeship Funds.

(2) Exercise any rights, powers and authority given or provided by said Trust Agreement any amendments thereto to elect, select, appoint or to vote for one Employer Member of the National Joint Apprenticeship Board and a successor Employer Member of such Board and to remove or vote for or against the removal of any Employer National Board Member selected under this Agreement.

(3) Exercise any and all other rights in connection with or relating to the Boilermaker Area Apprenticeship Funds or its Trust Agreement, which are given the Employer either individually or together with other Employers, under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of the majority of then member of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more other member of the committee, to vote or to execute any document on behalf of the committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

(f) The ratio will be at least one (1) apprentice to each five (5) journeymen when available.

(g) It is agreed that the Great Lakes Area Apprenticeship Committee has full authority under the Agreement to:

(1) Fix and enforce ratios for the employment of apprentices on the job.

(2) Transfer apprentices within the jurisdiction of Local No. 85 and/or the Great Lakes Area for the purpose of fulfilling the training requirements of the standards and providing continuity of employment.

**Article 28**  
**Boilermakers Local No. 85 Joint Training and Educational Trust Fund**

- (a) In order to improve our knowledge and skills and to maintain a high quality of workmanship, it is agreed that the Employer and the Union have an obligation to constantly endeavor to improve the ability of workmen performing the work of this trade and further to have in making, through apprenticeship training and journeymen upgrading, workmen who can enter this trade properly equipped to perform the work. The employment of as many apprentices as is reasonable and practical shall be encouraged.
- (b) The Employer and the Union agree to and approve the establishment of a program to promote the common good of the boiler making industry and trade by providing financial support for the establishment of the Boilermakers Local 85 Joint Training and Education Trust Fund.
- (c) This fund shall be used for the construction and maintenance of a training center and any other training program mutually agreed to by the parties.
- (d) Each Employer covered by this Agreement shall pay into the Boilermakers Local No. 85 Joint Training and Educational Trust Fund the amount specified in Article 13 for each hour worked by each employee within the bargaining unit.
- (e) All participating Employers shall report to the Coordinator of the Boilermakers Local 85 Joint Training and Educational Trust Fund or such other duly appointed depository, for all hours worked by all employees on forms provided by the Trustees of the Plan. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms. The coordinator, however, has the right to reject such forms.

**Article 29**  
**International Brotherhood of Boilermakers Local 85 Supplemental Welfare Fund**

- (a) The Employer shall pay to the Boilermakers Local 85 Supplemental Welfare Fund the applicable rate specified in Article 13, for each hour paid by every covered Employee. Contributions paid for hours at the overtime rate shall be increased proportionately.
- (b) The Supplemental Welfare Fund has been established for the purpose of providing insurance continuation coverage, and other similar benefits in the terms and conditions as may be implemented by the Trustees of the Fund. The Employer agrees to and shall be bound by the provisions of the Plan Trust Agreement and any other governing documents creating the International Brotherhood of Boilermakers Local 85 Supplemental Welfare Fund 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.
- (c) The Trust Fund constitutes an irrevocable Trust for the purposes therein set forth and is to be managed at the sole discretion of the Joint Board of Trustees, subject to limitations contained in the Trust Agreement.
- (d) Payment of Employer contributions to the Trust Fund shall be on the dates and in the manner and form prescribed by the Trustees of said Fund.

**Article 30**  
**Boilermaker Local No. 85 Defined Contribution Retirement Plan**

(a)The Employer shall pay to the Boilermakers Local No. 85 Defined Contribution Retirement Plan (DCRP) the applicable rate specified in Article 13 for each hour paid to every covered Employee. Contributions paid for hours at the overtime rate shall be increased proportionately.

(b)The DCRP was established and is maintained to provide retirement benefits and other similar benefits as may be implemented by the DCRP Trustees. The Employer agrees to and shall be bound by, including but not limited to the provisions of the DCRP Trust Agreement, its Plan, all its amendments, its Rules and Regulations, and all its documents creating and maintaining the DCRP now in effect of hereafter approved by the DCRP's Board of Trustees. Said documents are incorporated by reference and made a part of this agreement.

(c)The DCRP's Trust Fund constitutes an irrevocable Trust for the purposes therein set forth and is managed at the sole discretion of the DCRP's Board of Trustees.

(d)Payment of the Employer contributions to the DCRP's Trust Fund shall be on the dates and in the manner and form prescribed by this Agreement and by the DCRP Trustees.

**Article 31**  
**Medical Treatment and Examination**

(a)In case any employee is injured at his work and is compelled by the seriousness of such injury to lose time or is instructed to go home by the Employer or the doctor, he shall be paid the full shift on the date of injury only.

(b)Employees required to take time off from their employment during working hours to secure treatment because of injuries or sickness arising out of and in the course of their employment, shall receive pay for such time plus necessary expense incurred in so doing. Employees shall not be required to take a physical examination and there shall be no age limit except as provided by law.

**Article 32**  
**Maintenance Work**

In addition to existing National Maintenance Agreements, the Local 85 Maintenance Agreement is available to its signatory contractors and contractor's signatory to National Boilermaker Agreements.

**Article 33**  
**Transfer of Employees**

(a) For all jobs working under the terms of the Local 85 Construction Agreement, all project agreements, National Agreements and Maintenance Agreements, after foreman has been selected, the Employer may transfer up to ten (10) employees in any combination of classification within the jurisdiction of Local 85.

(b) In the event of an emergency job of forty-eight (48) hours duration or less and requiring more than six (6) men, the Employer may transfer as many men from his present workforce as required to perform the work, after a reasonable attempt is made to contact a responsible representative of Local 85 to provide men from the referral list.

- (c) When one hundred (100%) percent of the "A" list applicants (and apprentices) for employment (excluding those, who are unavailable for work but including apprentices) are employed, an Employer may transfer more than ten (10) employees as set forth in subsection (a) of this Article. Prior to transfer, the Employer shall first notify the Business Manager of its intention to utilize the provisions of the Article and the Business Manager shall verify whether the aforementioned employment condition exists. If said condition exists, the Business Manager shall grant approval.

#### **Article 34**

##### **Call-Back of Employees**

Employers shall be allowed to call back up to (8) eight individuals employed by them in the previous six months, from the short-term out of work list, and based on specific job qualifications.

#### **Article 35**

##### **Function of Management**

The Employer shall have the right to determine the extent of his operations at all job sites including but not limited to the selection of the kind of materials, supplies or equipment used in the execution of the work, the right to plan, direct, and control job site operations; to screen applicants, to hire, promote, lay-off, discipline or discharge for proper cause; to maintain efficient work standards and to introduce new, improved or different methods on facilities for any purpose including more efficient and economical operations.

#### **Article 36**

##### **Contractors Administrative and Safety Fund**

(a) Each Employer shall pay the amount specified in Article 13 for each hour worked by each employee of the Employer within the bargaining unit.

(b) Such payments by check shall be made payable to the Mechanical Contractors Association of Northwest Ohio, Inc. and shall be transmitted to the Mechanical Contractors Association of Northwest Ohio, Inc., 7550 Caple Blvd., Northwood, OH, 43619, no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished the Employers by the Trustees of the Mechanical Contractors Administrative and Safety Fund. Delinquent contributors shall be subject to such liquidated damages as the Trustees of the Fund may prescribe from time to time.

(c) In no event shall the foregoing provision of this section be subject to or suitable for grievance and arbitration under the Agreement.

(d) The Trustees of the Mechanical Contractors Administrative and Safety Fund shall comply with all present and future Federal laws governing the same. The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Mechanical Contractors Administrative and Safety Fund.

(e) The Association, party to the Agreement agrees to defend, indemnify, and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.

**Article 37**  
**Changing Terms of Agreement**

Under no circumstances shall any arrangement be made that will change or conflict in any way with any section or terms of the Agreement except that project agreements to which the Union is a party shall supersede the provisions of the Agreement.

**Article 38**  
**Grievance and Arbitration Procedure**

- (a) All grievances involving the interpretation and application of the Agreement other than those pertaining to general wage rates, or jurisdiction disputes, that may arise on a job covered by the Agreement, shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout.
- (b) Any such grievance shall first be considered by representatives of the Local Union and the Employer and if settlement satisfactory to the Employer and Local Union cannot be reached within seven (7) calendar days, it will be reduced to writing and submitted to:
- (c) The International Representative of the Union and the Employer involved, and if a settlement satisfactory to the Employer and Union cannot be reached within seven (7) calendar days.
- (d) Then the grievance will be submitted in writing within seven (7) calendar days by the Union or by the Employer or by both to the Arbitration Committee consisting of a representative of the Union, a representative of the Employer and a third member to be chosen by those two (2) jointly. The decision of the majority of the Arbitration Committee shall be final and binding on the parties involved. Such decisions shall not change such scope and terms; shall be rendered within ten (10) calendar days from the time of reference to the Arbitration Committee and shall specify whether or not it is retroactive and the effective date thereof.
- (e) If the two (2) members of the Arbitration Committee fail to select a neutral member within five (5) calendar days the two (2) members already appointed shall within five (5) calendar days, call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either the Employer's or Union's representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within the said five (5) calendar days, the other representative shall have the authority to make such request.
- (f) The expenses of the third member of the Arbitration Committee shall be borne equally by the Union and the Employer. All other expenses of the arbitration procedure will be borne by the party incurring them.
- (g) Any grievance must be submitted in writing to the other party within fifteen (15) calendar days of occurrence or it will be considered closed.

**Article 39**  
**Bonding**

Each Employer who has not previously been a party to an Agreement with Local No. 85, a National Agreement with the International Brotherhood of Boilermakers, or who is delinquent in payments provided by the Agreement shall procure and maintain at his own expense a surety bond in the principal sum of twenty thousand (\$20,000) dollars to guarantee payment of wages, Pension, Annuity, Health & Welfare, DCRP, Apprenticeship, Joint Training and Educational Fund and all other required contributions during the terms of this Agreement. A copy of such bond is to be sent to Local No. 85 for their records.

**Article 40**  
**Periodic Review**

- (a) It is agreed that the parties to this Agreement should meet periodically to analyze and discuss how the new contract is working.
- (b) Questions arising over the interpretation, application, and intent of this Agreement should be subject to review jointly by designated representatives from the respective negotiating committees when the need arises to discuss matters of mutual concern.
- (c) Upon receipt of written notification from either party, it is agreed that a meeting will be held within thirty (30) calendar days from receipt of said notification at a mutually agreeable site for the purpose set forth therein.

**Article 41**  
**Agreement Qualifications**

It is not the intent of either party hereto to violate any laws or any ruling or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provision of the Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from remaining portion of this Agreement.

**Article 42**  
**Code of Excellence**

The Northwest Ohio GLCA Code of Excellence attached to this Agreement sets forth obligations and responsibilities the Employers, Local 85 and the Boilermaker employees have embraced to continue to make the unionized Boilermaker Construction Industry attractive to customers and owners. It is the goal of all concerned that Boilermaker Employers and their employees are recognized as skilled, safe, experienced, and competitive. The Northwest Ohio GLCA Code of Excellence shall be continuously implemented as a tool to accomplish this.

**Article 43**  
**Market Share Recovery**

Local 85 commits itself to the optimum utilization of the Construction Agreement to recover or maintain market share including but not limited to the use of helpers, reduced wage and fringe benefit packages, referral rules changes, allow Employer's flexibility in the designation, appointment, and determination of the number of supervisory employees needed on a job site and other creative ways to make the Employers who are bound to the Construction Agreement more competitive.

**Article 44**  
**Duration of Agreement**

- (a) This Agreement shall become effective July 1, 2021 on all work, new and old alike, and shall remain in full force and effect through June 30, 2024 and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date thereof, notify the other party in writing of a desire to amend, modify,

or terminate this Agreement. In the event such notice is given the parties shall meet not later than fifteen (15) days after receipt of such notice and shall conclude negotiations without unnecessary delay. Should an understanding not be reached within thirty (30) days from the date such notice was filed, the procedure outlined in Section 8 of the Labor Management Relations Act, 1947, will be followed.

(b) 1. The Union will notify the appropriate Association which is signatory to this Agreement of the name and address of any Employer who becomes a signatory to or bound by this Agreement during the term of this Agreement. The notices shall be given in writing within seven (7) days of the time any such Employer becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Employer became bound.

2. Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such Employers of whom the Association has been notified by the Union. Each such Employer shall have thirty (30) days from the date the Association received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.

3. In the event any such Employer fails to advise the Union of its intent to negotiate separately within the time period set forth above, such Employer shall be deemed and presumed to agree to such terms and agreement arrived at in negotiations between the Union and the Association and to be bound by the Collective Bargaining Agreement resulting there from.

4. The provisions of this section shall operate for successive Collective Bargaining Agreements until such time as the Employer or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

This Agreement was negotiated between the Boilermaker Employers Division of the Mechanical Contractors Association of Northwest Ohio, Inc. on behalf of each Employer who becomes signatory to it and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local No. 85. in Toledo, Ohio and is attested to by the following:

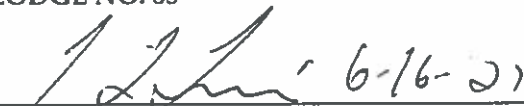
**Representing the Association:**

Robert Dzierzak, GEM, Inc. - Chairman, Bobbie Strayer, RMF Nooter, Anne Saloff, MCA of NW Ohio.

**Representing the Union:**

Timothy L. Timmons, Business Manager/Secretary Treasurer, Local Lodge 85, Rob Martin, Assistant Business Manager, Local Lodge 85

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS AFL-CIO, CFL LOCAL  
LODGE NO. 85

  
Timothy L. Timmons, Business Manager/Sec. Treas.  
Boilermakers Local Lodge 85

MECHANICAL CONTRACTORS  
ASSOCIATION, BOILERMAKERS  
DIVISION

  
Anne Saloff, Exec. Vice President  
MCA of NW Ohio

SIGNED Copies are available at the union hall and at the MCA NW Ohio.



**BOILERMAKER CONSTRUCTION AGREEMENT STIPULATION  
(Local Agreement)**

By their signatures hereto the undersigned Employer and Union bind themselves to the Local 85 collective bargaining construction agreement (Construction Agreement) in effect from July 1, 2021, through June 30, 2024. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Construction Agreement for the duration thereof and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements to the Construction Agreement unless the Union or the Employer receives from the other written notice of cancellation of this Construction Agreement at least sixty (60) but not more than ninety (90) days prior to the termination of any such Construction Agreement.

**For the Employer:**

Employer's Name: \_\_\_\_\_ / \_\_\_\_\_  
(Please Print or Type) (Date)

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print or Type Name)

Title: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_  
(City/State) (Zip)

Telephone: \_\_\_\_\_ / \_\_\_\_\_  
(Area Code/Number) (Fax)

Federal Tax ID (EIN) Number \_\_\_\_\_

Email Address \_\_\_\_\_

**For the Union:**

\_\_\_\_\_ **Business Manager**

\_\_\_\_\_ **International President**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
BOILERMAKER EMPLOYERS DIVISION OF THE  
MECHANICAL CONTRACTORS ASSOCIATION OF NORTHWESTERN OHIO, INC. AND THE  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS, AND HELPERS AFL-CIO, CFI, LOCAL LODGE NO. 85 TO BE EFFECTIVE JULY 1, 2021,  
UPON RATIFICATION BY BOTH PARTIES**

This Memorandum of Understanding is entered into this 1st day of July 2021 and shall run concurrently with the Construction Agreement between the Boilermakers Employers Division of the Mechanical Contractors Association of Northwestern Ohio, Inc. ("BMCA") and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers AFL-CIO, CFI Local Lodge No. 85 ("Local 85") and shall terminate on the same date as the Construction Agreement. The parties have agreed to the following:

Placed under Article I (e).

1. Local 85 commits to working with Boilermaker Locals 105, 169, 374 and 744 to develop common language so that an Employer may be allowed to take five (5) employees among its current workforce into a neighboring jurisdiction as listed above.
2. Local 85 commits to participating in a regional Boilermaker out of work list to improve the ability of employers to secure Boilermakers in order to staff its work force with a combination of regional and local workers.

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS, AND HELPERS AFL-  
CIO, CFL LOCAL LODGE NO. 85**

  
\_\_\_\_\_  
Timothy L. Timmons, Business Manager

**MECHANICAL CONTRACTORS ASSOCIATION,  
BOILERMAKERS DIVISION**

  
\_\_\_\_\_  
Robert Dzierzak, GEM, Inc. - Chairman