

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)
)
KIRK W. COOPER as member of)
BOILERMAKERS LOCAL LODGE 60 AND)
BOILERMAKERS LOCAL LODGE 60,)
)
PETITIONER(S),)
)
)
v.)
)
)
JOSEPH BEYER, DIRECTOR OF THE)
ILLINOIS DEPARTMENT OF LABOR, and)
THE ILLINOIS DEPARTMENT OF LABOR,)
)
)
RESPONDENTS.)
)

STATE FILE NO. 2019-H-PK09-2250

DATE OF NOTICE: 10/1/2018

CERT. MAIL/RETURN RECEIPT:
7017 2620 0001 0467 5662

NOTICE OF HEARING

PLEASE TAKE NOTICE that Joseph Beyer, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Kirk W. Cooper as Boilermakers Local Lodge 60 and Boilermakers Local Lodge 60, [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations posted by the Department on its website on August 15, 2018, and a request for hearing on those objections pursuant to Section 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE: OCTOBER 24, 2018
TIME: 1:00 P.M.
PLACE: ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

ADMINISTRATIVE LAW JUDGE:

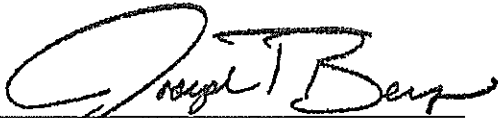
CLAUDIA MANLEY
ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the administrative law judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

A handwritten signature in black ink, appearing to read "Joseph T. Beyer". The signature is written in a cursive style with a large initial "J" and "B".

Joseph Beyer
Director of Labor



Law Office of Chris Doscotch
2708 N. Knoxville Ave., Peoria, IL 61604
309-681-9770
Fax: 309-681-9328

www.doscotchlaw.com

156 N. Adams, Lewistown, IL 61542
P: 309-547-5201 F: 309-681-9328
*Please reply to the Peoria address

Chris Doscotch
Damon Young, of Counsel

EXHIBIT A

September 11, 2018

Paul.kersey@illinois.gov and certified mail 70062760000231245685
Paul Kersey
Manager, Conciliation and Mediation
Illinois Department of Labor
160 N. LaSalle, Suite C-1300
Chicago, IL 60601

Benno Weisberg
General Counsel
Illinois Department of Labor
160 N. LaSalle, 13th Floor
Chicago, IL 61061

Dear Mr. Kersey/Mr. Weisberg:

I represent Boilermakers Local Lodge 60. I write this letter on behalf of the Boilermakers Local 60 and their business manager, secretary and treasurer Kirk W. Cooper.

On August 15, 2018 the prevailing wage rate was posted for the 33 counties in which Local 60 serves. In 27 of the counties, the proper base wage, foreman wage and pension wages were posted.

The proper rates agreed to by the Local and Contractors signatories is as follows:

Base Wage \$40.00
Foreman Wage \$43.00
Pension \$18.19

Six (6) counties had incorrect rates for the categories of base wage, foreman wage and pension. Those counties are as follows: Champaign, Henry, Livingston, McDonough, McLean and Peoria. In each of those counties, the base wage was posted at \$39.50, no foreman wage was listed, and pension was listed at \$12.47.

The other categories of health/welfare, vacation and education/training were correct for all 33 counties.

Enclosed is the contract agreement between Local 60 and Contractors confirming the above rate.

We are advising Local 60 Signatory Contractors of these technical errors and advising them to submit their submissions with corrections directly to you. Additionally, we are requesting the Department of Labor to update these technical errors and correct the same on behalf of Local 60 and Signatory Contractors.

As stated above, it appears that these errors and postings are technical rather than one of methodology and to any extent that the DOL methodology derived these rates, we request recalculation and correction of the same.

Based upon the above, Local 60 requests that the Department of Labor accept the corrected rates submitted with this correspondence on behalf of signatory contractors to streamline the survey review process and allow signatory contractors to focus on business operations during this busy time of construction season.

Additionally, please accept this as Local 60's formal Section 9 Prevailing Wage Objection to the determination of the prevailing wage for the 6 incorrectly listed counties. Local 60 requests that those counties be updated and corrected to show a base wage of \$40, foreman wage of \$43.00 and pension rate of \$18.19. Local 60 makes this formal request pursuant to 820 ILCS 130-9.

Very truly yours,



Chris Doscotch
chris@doscotchlaw.com

CD:msj
enclosure

CONSTRUCTION AGREEMENT

International
Brotherhood of Boilermakers,
Iron Ship Builders,
Blacksmiths, Forgers
and Helpers



A.F.L. - C.I.O.

Lodge No. 60
of PEORIA

and

CENTRAL ILLINOIS

JANUARY 1, 2018 – DECEMBER 31, 2021





BOILERMAKER

**CONSTRUCTION AGREEMENT
INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP-BUILDERS,
BLACKSMITHS, FORGERS & HELPERS
LOCAL 60**

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FIELD CONSTRUCTION AGREEMENT

For CENTRAL ILLINOIS

Between

**INTERNATIONAL BROTHERHOOD
OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS, and HELPERS,
LOCAL LODGE NO. 60 AFL-CIO
(Herein referred to as "Union")**

("International" refers to International
Headquarters of said Union, and
"Union" refers to Local Union)

and

**CENTRAL ILLINOIS EMPLOYERS
(Herein referred to as "Employer")**

PREAMBLE

WHEREAS, the parties hereto have bargaining relationship in the work area covered by collective agreements between them, which have been in effect over a substantial period of years; and

WHEREAS, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge No. 60 embrace within their membership large numbers of qualified journeyman who have constituted in the past, and continue so to do, a majority of the employees employed by

the Employer herein:

NOW, THEREFORE, the undersigned Employer and Union in consideration of the mutual promises and covenants contained in the existing local field construction agreement, and in consideration of the mutual promises and covenants contained herein agree that at the individual termination date of the aforesaid field construction agreement, the following construction agreement shall become effective January 1, 2018 and remain in force as stated herein, except that the provisions of Articles 3 and 5 shall become effective immediately for the signatory Employer.

**ARTICLE 1.
SCOPE AND PURPOSE OF AGREEMENT**

a. This agreement shall apply exclusively to field construction work within the territory herein referred to as the territory of Local 60 composed of the following Counties:

BUREAU	MASON
CARROLL	McDONOUGH
CHAMPAIGN	McLEAN
DeWITT	MERCER
FORD	OGLE
FULTON	PEORIA
HANCOCK	PUTNAM
HENDERSON	ROCK ISLAND
HENRY	SCHUYLER
IROQUOIS	STARK

JO DAVIES	STEPHENSON
KNOX	TAZEWELL
LaSALLE	VERMILION
LEE	WARREN
LIVINGSTON	WHITESIDE
LOGAN	WOODFORD
MARSHALL	

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

c. It is the intent of the Employer and the Union to abide by the work rules agreement effective April 1, 1971, between the Building and Construction Trades Department, AFL-CIO and the National Constructors Association and any amendments or revisions thereto.

d. 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 requires a different construction.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of all boilermaker journeymen and apprentices in the employ of the Employer with respect to wages, hours, and other terms and conditions of employment herein expressed in the performance

of all work coming under the terms of this agreement subject to the provisions of existing law.

Tool Room: If a tool room person is employed to dispense tools to boilermakers this person shall be a boilermaker.

ARTICLE 3. UNION SECURITY

a. 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 thereafter; the employees hired after the effective date of this agreement shall be or become and remain members of the Union, thirty (30) days after their date of employment in accordance with the provisions of the National Labor Relations Act.

b. The Employer will deduct from wages of each employee 5.25% of the wage (the current Union field dues) as certified by the Union when authorized by the employee as herein provided.

Deductions shall be made only where there is in effect and in the possession of the Employer a voluntary written assignment executed by the employee on a standard form furnished by the Union, and the deduction shall be promptly remitted to the Financial Secretary of the Lodge No. 60, where the work is being performed.

The Employer shall forward to the office of Local No. 60, monthly, a report of all hours worked by each employee covered by this agreement and deductions made on a standard form furnished to the Employer by the Union.

ARTICLE 4. TRADE JURISDICTION

a. This agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeyman boilermakers, apprentices and helpers employed in the boilermaking trade by a signatory Employer, including but not limited to: boilermaking, welding, acetylene burning, riveting, chipping, chaulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading, and handling of boilermaker material and equipment, and such other work that comes under the trade jurisdiction of the boilermakers.

b. Journeyman boilermakers may be required to perform any work coming within the scope of this agreement.

c. 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 National Joint Board or any successor agency of the Building and Construction Trades Department.

d. There shall be no work stoppage or slowdown because of jurisdictional disputes.

e. When manual assistance is required by gamma ray, x-ray, and any other testing by technicians in the examination of Boilermakers' work, Boilermakers will be assigned to perform the manual work that is not directly related to the technicians examination. The number of Boilermakers required shall be determined by the Employer.

When stress relieving and mechanical testing of field welds are required on work erected and/or repaired by the Boilermakers, it shall be performed by the Boilermakers.

**ARTICLE 5.
EXCLUSIVE REFERRAL OF MEN**

a. The referral system for Boilermakers Local 60 shall comply with the National Uniform Referral Standards and any revisions thereto.

b. The Employer shall, under the terms of this agreement, request the Union to furnish all competent, drug screened, and qualified field construction Boilermakers, Boilermaker Apprentices, 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 shall be considered available for referral and employment.

**ARTICLE 6.
HOURS OF WORK**

Eight (8) hours per day shall constitute a day's work, and forty (40) hours, Monday to Friday inclusive shall constitute a week's work. Regular starting time shall be between 7:00 a.m. and 8:00 a.m. unless changed by mutual consent of the authorized representative of the Local Lodge having jurisdiction, or the International and Job Superintendent.

**ARTICLE 7.
OVERTIME AND HOLIDAYS**

a. Double time (two hours for one) shall be paid for the following: All time worked before or after regular established shift work hours in any twenty-four (24) hour period. Monday through Friday, inclusive; and all time worked on Saturdays, Sundays, and the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

No work shall be performed on Christmas and Labor Days except for the preservation of life and property. When the above holidays fall on Sunday, then the day observed by the Building Trades Council shall be considered as the holiday.

b. Lunch period worked: Employees assigned to work during lunch periods, shall receive overtime and be allowed thirty (30) minutes to consume their lunch on contractor's time after completing such necessary or emergency work during their lunch period.

c. Duplication of overtime payments: Overtime payments shall not be duplicated for the same hours worked under any of the terms of this agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under any other provision.

d. Overtime is not to be demanded of any Employer by any member of the Union covered by this agreement as a condition of employment.

e. Where overtime is anticipated the steward shall be notified in ample time to notify the Business Manager. If a job is put on a weekly overtime schedule, this schedule will be by mutual agreement between the Business Manager and the Employer.

f. Employees required to work overtime in excess of two (2) hours past the regular quitting time of their regular shift, eight (8) hours, shall then be allowed thirty (30) minutes to eat lunch without loss of four (4) hours. They shall be allowed an additional thirty (30) minutes to eat without loss of pay if work is to continue beyond this period.

ARTICLE 8. SHIFT WORK

a. Where shift work becomes necessary, such shifts shall constitute three (3) consecutive working days on the following basis.

The regular starting time of the first day or day shift shall be between 7:00 a.m. and 8:00 a.m.

The regular starting time of the second shift shall be between 3:30 p.m. and 4:30 p.m.

The regular starting time of the third shift shall be between 11:30 p.m. and 12:30 a.m.

The foregoing starting time may be changed when mutually agreed to between the Contractor and the Business Manager of the Union having jurisdiction of the job.

Where shift work is established it is understood that work after 12:00 midnight Friday night is a regular shift and not at the double rate time.

b. Where two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7 1/2) hour basis, and the third shift shall be established on a seven (7) hour basis. The pay for a full shift on each of the above shifts, shall be eight (8) times the regular hourly wage rates herein provided.

c. When a job is run for less than three (3) consecutive days, it will be considered a short or irregular shift work job, and the second and/or third shifts shall be paid for at the double time rate.

d. When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift,

he shall be allowed thirty (30) minutes to obtain a meal without loss of pay.

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

ARTICLE 9. MINIMUM PAY AND REPORTING TIME

a. When an employee is referred to start work and is qualified to do the work and is not given employment, the employee shall receive four (4) hours pay, at the applicable rate.

b. When an employee reports to work and is not put to work, the employee shall be paid two (2) hours pay, at the applicable rate, for jobs located inside the sixty (60) mile area by the shortest route of highway travel from Local Lodge 60, Morton, Illinois. For jobs that exceed sixty (60) miles, the employee will receive four (4) hours pay. In no instance shall an employee receive subsistence, transportation, and travel allowance.

c. Should an employee be held over two (2) hours or starts work after the two (2) hours, the employee shall be paid four (4) hours pay at the applicable rate.

d. Should an employee be held over four (4) hours or starts work after the four (4) hours, the employee shall be paid eight (8) hours pay at the applicable rate.

e. The foregoing applies only when the employee stays on the job for the period of time for which the employee is paid.

Any welder who is required to take a test shall be paid for four (4) hours minimum or the time required to take the test.

f. A welder shall receive a duplicate or a card of his certification, and a copy shall be sent to the Local Lodge No. 60. In the event he fails the test, papers indicating the quality and texture of his coupons will be furnished the welder, with a copy to Local Lodge No. 60.

g. No member shall be required to sign up for work on his own time, but shall sign up immediately after starting time and before he is put to work, and it will be compulsory to sign him up the day he reports.

ARTICLE 10. MEDICAL TREATMENT AND EXAMINATION

a. 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 expenses incurred in so doing.

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

c. If and when the recommendations of the National Committee on Radiation Protection and Measurement are available, the agreement, insofar as this particular subject is concerned, may be opened for the purpose of discussing such recommendations in the interest of protecting the health and safety of the employees.

d. If a member becomes sick or injured on the job and the member requests the Steward to accompany said member

to a doctor or hospital of the Employer's choice or should the member be unable to respond, the Steward shall accompany the member to a doctor or hospital of the Employer's choice, without loss of pay on member's first visit of injury or sickness.

e. If the Employer requests the Steward to furnish the transportation to the doctor or hospital of a sick or injured employee, the Steward shall be compensated at the current standard mileage rate for business recognized by the I.R.S. effective January 1, 2012, to and from the destination and the employee, where possible, shall have time to clean up and change clothes in consideration of the Steward's transportation. However, if ambulance service is necessary, then the Employer shall pay the cost of said ambulance service.

f. The Employer may implement a drug testing program. The program shall comply with MOST drug testing policy. If the program deviates from MOST drug testing policy, it must be mutually agreed upon by the Employer and the Union.

ARTICLE 11. SUBSISTENCE, TRANSPORTATION AND TRAVEL ALLOWANCE

When a job is located outside of the forty (40) mile area by the shortest route of highway travel from Local Lodge 60's Union Hall, employees will be compensated for subsistence, transportation and travel allowance on the basis of twenty dollars (\$20.00) per day effective January 1, 2012.

When a job is located outside the sixty (60) mile area by the shortest route of highway travel from Local Lodge 60's Union Hall, employees will be compensated for subsistence, transportation and travel allowance on the basis of thirty-five dollars (\$35.00) per day

effective January 1, 2012.

This applies to every day on which four (4) hours are paid, with the following exceptions:

1. If an employee quits work of his own accord before completion of the full shift.
2. When paid as indicated in Article 9-b.

ARTICLE 12. MEN REQUIRED ON THE JOB

a. When using a crane, a gang shall consist of not less than five (5) men, including the foreman, unless the foreman and Employer representative decide the work can be done in a safe and efficient manner with more or less men.

b. If mechanics are needed to assist welders, the foreman on the job and Employer's representative shall determine number thereof.

c. Where five (5) or more journeymen boilermakers are required on the job, the Employer may request one (1) apprentice and one (1) additional apprentice for each additional five (5) journeymen boilermaker mechanics thereafter, when available.

ARTICLE 13. DAMAGE TO CLOTHING

Where work clothing is damaged on the job by acid, caustics, oils, or chemicals, satisfactory replacement or reasonable compensation must be made by the Employer on said job.

When the Employer provides proper protective clothing to avoid damage, no allowance will be made. If a question arises as to the compensation of same, the Employer

and Business Representative of the Union will meet and make a reasonable adjustment.

**ARTICLE 14.
SUBCONTRACTING**

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 employer, subcontractor or other person or party who does not comply with all the terms of this agreement in effect in the area where 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 15.
WAGES AND LOCAL OR AREA CONDITION**

- a. Effective January 1, 2018:
 - General Foreman \$44.00
 - Foreman \$43.00
 - Assistant Foreman \$42.50
 - Journeyman \$40.00

- b. Effective January 1, 2019:
 - Additional One Dollar (\$1.00) + Fifty cents (\$.50)
 - Maintenance of Benefits (Article 25) in wages or benefits to be allocated as the Union determines.

- c. Effective January 1, 2020:
 - Additional One Dollar (\$1.00) + Fifty cents (\$.50)
 - Maintenance of Benefits (Article 25) in wages or

benefits to be allocated as the Union determines.

d. Effective January 1, 2021:

Additional Ninety Five cents (\$.95) + Fifty cents (\$.50)
Maintenance of Benefits (Article 25) in wages or
benefits to be allocated as the Union determines.

e. Less Than Qualified (See Letter of Understanding, p.47)

In the event that qualified journeyman boilermakers or boilermaker apprentices are not available than less than qualified boilermakers may be utilized.

When less than fully qualified boilermakers who are referred as applicants and employed, and who are not journeyman in any building trades metal working craft, shall be paid at the following pay rate schedule:

0 hours to 1500 hours	65%
1501 hours to 3000 hours	75%
3001 hours to 4500 hours	85%
4501 hours to 6000 hours	95%

On projects where less than qualified boilermakers are utilized, those employees shall be laid off before any qualified journeyman boilermaker and boilermaker apprentice.

(1) Journeyman metal tradesmen and certified tube welders shall receive 100% of the journeyman wage rate.

(2) Pension and annuity shall be paid per Article 18 Annuity and Article 31 Boilermakers National Pension Fund.

**ARTICLE 16.
GREAT LAKES AREA
APPRENTICESHIP PROGRAM**

Effective January 1, 2015, the employer shall pay into the Great Lakes Area Apprenticeship Fund the sum of forty cents (\$0.40) per hour for each hour worked for the Employer by all employees who are covered by this agreement. The Employer agrees to and shall be bound by the Agreement and Declaration of Trust establishing the Boilermakers Area Apprenticeship Funds 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.

The wage rates of apprentices shall be based on six (6) month periods. The starting and advancement percentage of the journeymen wage rate shall be determined by the collective bargaining agreement in effect in any apprenticeship area, in order to avoid confusion, the percentage used in determining apprentice wage rates should be uniform in each agreement.

The Committee has established the following to be used as a guide:

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

Apprentices shall receive a maximum of four (4) hours straight time pay from the Employer to attend class. Proof of attendance is necessary .

If it appears that a scheduled class would adversely impact a work assignment in a significant manner, then upon sufficient notice from the Employer to the Union Business Manager, the Employer and the Union Business Manager by mutual consent may alter a class schedule (or class schedules).

An apprentice shall not be offered and shall not accept a wage rate other than that specified in the applicable bargaining agreement.

The Committee shall examine apprentice records before each period of advancement, ascertaining as to their satisfactory attendance and progress both in related studies and on the job, and the degree of proficiency and quality of workmanship achieved.

ARTICLE 17. TRAINING AND EDUCATION BENEFIT

a. Effective January 1, 2017, each Employer shall contribute to the Training and Education Fund the amount of Forty cents (\$.40) per hour for each employee. Contributions shall be on hours paid.

The Employer shall pay such contributions each month into a bank designated by the Joint Trustees of the Plan and/or in such manner as the Joint Trustees may determine.

Each Employer agrees to, and shall be bound by, the provisions of the Training and Education Trust Agreement and Declaration of Trust. Said Trust Agreement and Declaration of

Trust, together with any amendments thereto, are incorporated by reference in this Agreement as though fully set forth herein.

b. Increases to Development and Training Funds. Effective January 1, 2013, the Trustees of each Training Fund will submit to the Chairmen of the Agreement, forty-five (45) days before the anniversary date, recommendations for increases to these funds, not to exceed five cents (\$.05) per year.

ARTICLE 18. ANNUITY

- Effective January 1, 2018, each Employer shall pay into the Boilermakers National Annuity Trust Fund, the sum of Five dollars and Seventy Two cents (\$5.72) per hour paid.

The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermaker National Annuity Trust and all amendments and hereafter approved by the Board of Trustees, said agreement and amendments are incorporated by reference and made part of this agreement as if affixed hereto.

- This amount is subject to adjustment during the term of this agreement.

ARTICLE 19. PAY DAY

a. Employees shall be paid weekly on a designated day during working hours, and in no case shall more than four (4) days be held back in any one payroll period. Failure to pay proper wages, during working hours on specified day, employees shall receive overtime for waiting.

b. Employees who are discharged from the service of the Employer shall receive their wages and personal property

immediately thereafter.

When special circumstances exist, where it becomes necessary to terminate a job, or a portion of the employees during the night, early morning (prior to the start of dayshift), the weekend, or holidays; and the Employer has no one on said jobsite authorized to issue payroll checks the Employer may pay all said employees on the next scheduled business day either personally or via U.S. Mail in an envelope specifying the employee's name and address; the postmark on said envelope shall determine the date of said mailing. If mailing checks is not offered by the contractor, and the employee is required to return to the site to collect his check, the employee shall receive two (2) straight hours of pay. When layoffs are anticipated and the names of all employee's to be laid off are known; the Employer shall be required to compensate all employees upon layoff all hours of work accrued through the close of business on weekdays. Let it be recognized, employees not compensated in accordance with this article shall be paid four (4) straight time hours for each day the Employers fails to comply with the provisions of this section. Employee's not notified of their layoff by end of shift shall receive an additional two (2) hours pay at the appropriate rate for the following day and be allowed to collect their personal belongings.

c. Voting Time. Men who are qualified to vote shall be allowed ample time to vote in all state and national elections, not to exceed two (2) hours.

d. Within a reasonable period of time following an employee's discharge of service, the employer shall furnish the Local Union (by U.S. Mail, or through the job Steward) with a copy of the employee's termination slip or other document containing the date and reason for discharge.

ARTICLE 20.
UNION REPRESENTATION AND
ACCESS TO JOB

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

b. A Steward shall be a working journeyman appointed by the Business Representative or Manager of the Local Union, who shall, in addition to his work as a journeyman be permitted to perform, during working hours, such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. Stewards shall receive the regular journeyman's rate of pay.

c. It is understood and agreed that the steward's duties shall not include any matter relating to referral, hiring or laying off of employees.

d. The steward shall not be discriminated against for the discharge of his duties.

e. The foreman and the Employer shall give consideration in placing the steward on the jobs so, when he is doing union business, it will not interfere with the progress of the job.

Where overtime work is performed, the Steward shall be included but will not be an extra man in the crew.

f. Local Lodge No. 60 shall be notified in advance of all lay-offs as to number to be laid off in a reasonable amount of time

in order to expedite the dispatching of men as provided under Article 5 of this agreement.

ARTICLE 21.
AGENT OF UNION AND RESPONSIBILITY

a. It is further understood and agreed that Lodge No. 60 shall designate the Local representative who is duly authorized and will be consulted in all matters pertaining to the application of this agreement. It being specifically understood that the International Union will only be liable for the acts of said agent when such acts first have been approved, in writing, by the International President's office.

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

c. Nothing contained herein shall be construed as limiting or abridging the right of the International Union to assign an International Representative to work with or assist any Local Union, Local agent or employer in the negotiations or application of the terms and conditions of this agreement.

ARTICLE 22.
SUPERVISION

a. The selection and number of assistant foremen, foremen and general foremen shall be entirely the responsibility of the Employer. It is understood that the selection of foremen and assistant foremen, the Employer will give first consideration to the qualified men

available in the local area without persuading any employees to leave one employer for another. The Employer shall have the right to send general foremen into any local territory where work is being performed.

b. All foremen and assistant foremen shall be practical mechanics of the trade. The duties of foremen include, but are not limited to:

1. Efficient and effective use of assigned manpower and equipment.

2. Supervising men assigned and inspection of work performed to insure that the companies' best interests are served.

3. Most practical uses of the employees' skills are utilized.

4. Assist the employers' representatives in securing good workmanship and compliance with rules and safety regulations.

5. Pursue the work as directed by the Employer.

c. There shall be a foreman on every job and an assistant foreman after the first twelve (12) employees, and as many assistant foremen as the Employer deems necessary thereafter. On any jobsite where there are two (2) or more foreman, one shall be recognized as the General Foreman.

d. Where five (5) or less employees are employed on a job, one (1) shall be a foreman who shall work with the tools if required by the Employer. Where six (6) or more employees are employed on a job, one (1) shall be a foreman who shall not work with the tools but act in a supervisory capacity.

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

f. Foremen shall not apply, in any respect any regulations, rules, bylaws or the provisions of the Union Constitution on the Employer's job site.

g. When a contractor calls on the Local Union to furnish "layer-out" for field work and a man is furnished to answer such call and performs layout work, he shall be considered a premium employee and, effective September 1, 1981 this employee shall receive one dollar (\$1.00) per hour above Boilermaker rate.

**ARTICLE 23.
PIECE WORK, LIMITATION AND
CURTAILMENT OF PRODUCTION**

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

**ARTICLE 24.
FUNCTION OF MANAGEMENT**

a. The Employer shall not be restricted in the selection or the kind of materials, supplies or equipment used in the prosecution of the work.

b. The Employer shall determine the competency and qualification of his employees and he has the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against. Any dispute over the application of this section shall be subject to the grievance and arbitration procedure (Article 29).

ARTICLE 25.
HEALTH AND WELFARE

Effective January 1, 2010, the Employer shall pay the sum of seven dollars and seven cents (\$7.07) for each hour paid by the Employer by all employees covered by this agreement.

These contributions are to maintain the benefits now provided by what is known as the "G" Plan, "Z" Plan, Early Retirees Plan and Widowers Plan.

The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Health and Welfare Fund and all amendments now or hereafter approved by the Board of Trustees. Said agreements and amendments are as if affixed hereto.

Effective January 1, 2012, the Employer shall be responsible for increased contributions in any calendar year (January - December) up to and including fifty cents (\$.50) per hour paid, and the Union shall allocate from wages and/or benefits any increased contributions in any year over fifty cents (\$.50) per hour paid. Should there be increases of less than such fifty cents (\$.50) in any year, the Employer shall pay the difference between such fifty cents (\$.50) and the increased contribution as the Union determines in wages and/or benefits effective January 1 of the applicable year. Should there be no increase on January 1 of any year, the Employer shall pay an additional fifty cents (\$.50) per hour in wages and/or benefits effective January 1, as the Union determines.

ARTICLE 26.
SAFETY MEASURES, HEALTH
AND SANITATION

a. All work of the Contractor shall be performed under mutually approved safety conditions, which must conform to the state and federal regulations.

b. A warm (in winter) or well ventilated (in summer), clean, dry place, shielded from dust, and the environment, shall be provided for employees to change their clothes and eat lunches. Properly chilled drinking water and properly maintained facilities shall be available. Reasonable efforts shall be made to acquire the use of the Customer's toilet and wash facilities. Upon failure to acquire the use of the Customer's facilities, the Employer shall provide a hand washing facility and clean toilets.

c. 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 competent mechanics.

d. In addition to the Employer being required to furnish adequate safety measures and equipment, it shall also be a requirement of the employees to conform to such safety regulations and measures. Prudent care and proper use of safety equipment is a requirement of employment.

e. Fire-protective clothing shall be made available for welders' use when, at the discretion of the superintendent, foreman, and steward, they are necessary for welders' safety and protection. Such clothing shall remain the property of the Employer. Each Employer will purchase welding gloves which will be available for sale to the man on the job at the company's cost.

f. Abuse, misuse, or negligent use of tools or equipment is cause for discipline.

**ARTICLE 27.
JOB NOTICE**

In order to insure the satisfactory progress of each job, the employer will furnish the Local Business Manager with the following job information as soon as possible and practical:

1. Location of job site.
2. Approximate starting date and duration.
3. Type of job.
4. Approximate manpower requirements.

**ARTICLE 28.
CESSATION OF WORK — LOCKOUT**

a. There shall be no strike or lockout during the term of this agreement except as authorized by the International President.

b. Any employee entering into an unauthorized or unratified work stoppage will be discharged and not subject to the grievance procedure provided for herein.

c. It is further agreed that the Contractor will not claim damage against Local No. 60 or the International Union because of any strike which was not ratified in accordance with the provisions of Section a of this article. The Union, through its proper officers will promptly give notice to the Company of its disapproval of such violation and will promptly order such employees to return to work and take all steps necessary to effect a prompt resumption of work, provided that no employee shall be required to cross an authorized picket line sanctioned by the International Brotherhood or the Building Trades Council.

ARTICLE 29.
GRIEVANCE AND ARBITRATION PROCEDURE

a. Purpose. For the purpose of this agreement, a grievance shall be defined as any dispute or difference between the Company and an employee or a group of employees or between the Company and the Union with respect to the meaning, interpretation or application of the terms and provisions of this agreement.

Recognizing that grievances should be raised and settled promptly, grievances must be raised and processed within the specified time limits. The specified time limits may be extended by mutual agreement when reduced to writing and signed by the parties.

Jurisdictional disputes will be handled in accordance with Article 4 of this agreement and will not be subject to this agreement and will not be subject to this grievance procedure.

Grievances pertaining to exclusive referral of men will be handled in accordance with National Uniform Referral Standards and will not be subject to this grievance procedure.

b. Procedure. Grievances shall be handled in accordance with the following procedure:

Step 1: By verbal discussion between the aggrieved employee with his Union steward and the contractor's designated job representative within five (5) working days from the date of event giving rise to the grievance. The employer's designated job representative shall give his answer within two (2) working days thereafter. If his verbal answer is not acceptable to the Union, the grievance shall be reduced to writing by the steward and submitted to the Employer's designated job representative within five (5) working days from the date of the verbal answer.

The employer's designated job representative shall answer the written grievance in writing within five (5) working days and return it to the Union steward.

Step 2: If the grievance is not settled in the first step and the Union wishes to appeal it, the Union steward will reject the employer's first step answer, returning a copy to the Business Manager for further processing within five (5) working days.

Step 3: The Business Manager will arrange a meeting between himself or his designated representative and a representative of the employer within fifteen (15) days from the date the steward rejected the second step answer to attempt to reach a satisfactory resolution to the grievance. Within five (5) days following the meeting arranged by the Business Manager, the employer will answer the grievance in writing and return it to the Business Manager or his designated representative.

c. Arbitration. Grievances not satisfactorily settled in the third step of the grievance procedure may be submitted to arbitration by the Union notifying the employer, within ten (10) calendar days after receipt by the Union of the employer's answer in the third step, of the Union's desire to refer the matter to arbitration, in accordance with the procedure outlined in Section E of this article.

d. Time Limit. If a grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal within the specified time limit, the grievance will automatically be settled in favor of the Union.

e. Selection of Arbitrator. If the Union notified the employer of its desire to refer a grievance to arbitration in accordance with Section C of the grievance procedure, it shall also notify the employer of the person designated as its arbitrator. The

employer shall within five (5) working days after receipt of such notice notify the Union of the person designated as its arbitrator and the following procedure shall then apply:

1. Within ten (10) working days, the two arbitrators so named will meet and agree upon an equitable solution or upon failing to reach an agreement shall submit the grievance to a neutral arbitrator. All awards mutually agreed on by the two arbitrators will be final and binding on the parties.

2. Grievances that are unresolved and are submitted to a neutral arbitrator will be handled in the following manner. The two arbitrators will attempt to decide on a neutral arbitrator within ten (10) days following the meeting in which they failed to reach a decision. If they cannot agree upon a neutral arbitrator they shall notify Federal Mediation and Conciliation Service of the dispute and request a list of five (5) possible arbitrators. Upon receipt of said list the parties will within five (5) working days meet and strike alternately until one name remains on the list. The person whose name remains shall act as arbitrator unless by mutual agreement a new panel may be requested. The arbitrator shall have authority only to interpret and apply the provisions of this agreement and to decide the particular grievances submitted to him. He shall not have authority to add to, delete from, or in any way modify, alter, or amend any provisions of this agreement.

3. The decision of the arbitrator shall be rendered in writing within ten (10) working days where possible but in no case later than thirty (30) days and shall be final and binding upon the parties. Nothing herein will prevent the arbitrator from rendering a bench decision.

4. Each party shall pay one-half the cost of the arbitrator and of a transcript if jointly requested. If a transcript is requested by only one party, that party shall assume the full cost of same, including that of the arbitrator's copy. Either party may tape the proceedings at its own expense. Each party shall bear its own costs of preparation, including those of witnesses and representatives at the hearing.

f. International Representation. The Union shall have the right to have present and/or be represented by a Representative of the International Union in handling of any matters with representatives of the employer.

ARTICLE 30. AGREEMENT QUALIFICATIONS

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this agreement, and the parties hereto agree that, in the event any provisions of this agreement, is held to be unlawful or void by any tribunal having the right to so hold, this agreement, on proper notice from either party, shall be re-opened for the sole purpose of amending such provision or in full force and effect.

ARTICLE 31. BOILERMAKER'S NATIONAL PENSION FUND

a. Effective January 1, 2015, each Employer shall pay contributions equal to Local Lodge 60's total obligation to the National Pension Fund. Employer's shall pay I.B.B. Local Lodge 60's

pension benefit as fixed dollar amount per hours paid based on the rates associated with the job classification:

General Foreman	\$14.00
Foreman	\$13.61
Assistant Foreman	\$13.42
Journeyman	\$12.47
Apprentice	
1st (70%)	\$ 8.73
2nd (72.5%)	\$ 9.04
3rd (75%)	\$ 9.34
4th (77.5%)	\$ 9.66
5th (80%)	\$ 9.97
6th (85%)	\$10.59
7th (90%)	\$11.22
8th (95%)	\$11.84

b. The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermaker-Blacksmith 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. (See Letter of Understanding on page 48)

ARTICLE 32.

POLITICAL ACTION COMMITTEE FUND

Effective September 1, 2002, the Employer shall deduct from the pay of each employee the sum of five cents (\$.05) per hour for each hour worked upon the employee's written authorization, a copy of which form shall be furnished by the Union.

The Employer shall forward such deductions each month to the Local Lodge No. 60 Boilermakers P.A.C. (Political Action Committee) in care of the Secretary-Treasurer.

**ARTICLE 33.
VACATION FUND**

Effective September 1, 2002, the Employer agrees to deduct from the employee's hourly taxable wage the sum of any monies that may be allocated to said fund per hour for all hours worked. The Employer agrees to and shall be bound by the Trust Agreement creating the Western States Construction Boilermaker 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.

**ARTICLE 34.
MOST**

a. Effective January 1, 2011 the Employer agrees to contribute the apprenticeship contribution rate established in Article 16 plus thirty-four cents (\$.34) per hour worked to the Mobilization, Optimization, Stabilization, and Training Program (MOST).

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 Employer or Owner.

The Employer 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.

b. Any increases or decreases after June 1, 1991 shall be implemented on the first day of the month following notification from MOST to the Co-Chairmen of the Boilermaker Local 60 Construction Agreement.

c. The Boilermakers Local 60 Employers and the Union each recognize the need to promote construction job site safety and to contribute to the reduction or elimination of industrial accidents and unhealthy environmental conditions at work sites on a day-to-day basis. In recognition of this need, the parties adopt a joint safety and training program which also encompasses an annual drug screening program. This program shall be funded by a contribution to MOST of Thirty Four cents (\$.34) per hour worked as presently included in section (a) above. The safety and training program shall be carried out in keeping with the Trust Documents and Policies and Procedures Manual adopted for this program.

1. The parties to this program will cooperate to accomplish a drug free environment and a safe work place. Effective January 1, 1998 in the Boilermakers Local 60 area, drug screening will be mandatory.

2. The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988, and any subsequent amendments thereto and the laboratory shall be licensed or certified, as the case may be, by the National Institute of Drug Abuse, The College of American Pathologists

and the Department of Defense and shall participate in the proficiency testing programs required by each of those respective organizations.

Drug screening and gas chromatography/mass spectrometry (GC/MS) confirmation for ten (10) categories of drugs will be required with the following cut-off limits:

Drug Class	Screening Confirmation	
	Cut-Off Limit (ng/ml)	Cut-Off Limit (ng/ml)
Amphetamines	1,000*	500*
Barbiturates	300	200
Benzoyllecgonine (cocaine metabolite)	300*	150*
Cannabinoids (THC)	50*	15*
Methaqualone	300	100
Opiates	300*	300*
Phencyclidine	25*	25*
Benzodiazepines	300	300
Methadone	300	300
Propoxyphene	300	300
Alcohol, Ethyl	0%**	

* Cut off limits established by the Department of Health and Human Services in their mandatory guidelines for Federal Workplace Drug Testing Programs.

** MOST considers a 0% blood alcohol as normal. Any excess of .04% shall be considered above the impairment level.

3. The MOST Drug Screening Program will pay all costs (once per calendar year) for an annual drug screen. The drug screening will be mandatory. Employees testing negative will be updated annually through their MOST picture I.D. cards along with the use of the current MOST picture card reading systems. Records of such tests shall be maintained by the Independent Testing Laboratory and/or the Medical Review Officer. All costs, such as for collection, analysis, reporting, maintenance of records, issuing cards, and notifications shall be borne by MOST, for all participants covered by the appropriate collective bargaining agreement. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time. No transportation pay shall be applicable.

4. A subcommittee from Local 60 will be formed to keep abreast of the latest developments, changes and technology pertaining to drug screening programs. The subcommittee will report any suggested changes to the Safety Oversight Committee appointed by MOST.

5. Random drug screening shall be based upon an Owner's requirements.

ARTICLE 35.
SICK AND DISTRESSED AND RETIREE
HEALTH CARE EXPENSE SUBSIDY PLAN

Effective January 1, 2017 each employer shall contribute to the SDR Fund the amount of Forty cents (\$.40) per hour for each employee, the Contributions shall be on hours paid. The Employer shall pay SDR Fund Contributions on or before the 15th of each month directly to Boilermakers Local Lodge

60. Boilermakers Local Lodge 60 will deposit said SDR Fund contributions into an account to be designated by the "Joint Trustees" of the SDR Fund and/or in such manner as the "Joint Trustees" may determine. Each Employer agrees to and shall be bound by, the provisions of the Sick and Distressed and Retiree Health Care Expense Subsidy Plan Agreement and Declaration of Trust. Said Trust Agreement and Declaration of Trust, together with any amendments thereto, are incorporated by reference in the Agreement as though fully set forth herein. This amount is subject to adjustment during the term of this agreement.

**ARTICLE 36.
MAINTENANCE WORK**

The provisions of this Agreement shall apply on all maintenance work except as otherwise provided for in Appendix "A" — Special Supplementary Rules Covering Maintenance and Repair.

**ARTICLE 37.
PERFORMANCE BOND**

All employers who have not been signatory to the past Agreement must post a performance bond to guarantee payment of all monetary obligations, as outlined in this agreement.

**ARTICLE 38.
DURATION OF AGREEMENT**

a. This Agreement shall become effective the 1st day of January, 2018 and except otherwise provided here-

in, shall remain in full force and effect until 12:01 a.m., January 1, 2022, and from year to year thereafter unless either party shall at least sixty (60) days prior to December 31, 2021 notify the other party in writing of a desire to modify or terminate the Agreement.

b. This Agreement has been negotiated by the following group of individuals who are engaged in the Boilermaker Industry and the Union Representatives on November 2, 2017. This agreement will not be binding on any employer until a separate contract has been signed by a representative acting for the Employer and the Representative of the Union.

c. The foregoing Agreement and Appendix "A" were negotiated by the Committee representing the Employers and the Union at Peoria, Illinois, November 2, 2017.

REPRESENTING THE EMPLOYERS:

Bob Gabrysiak, Chairman

Hayes Mechanical



Ed Hoveke

Hudson Boiler

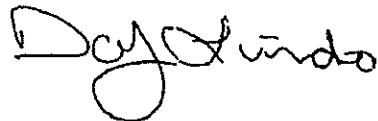


REPRESENTING THE UNION:

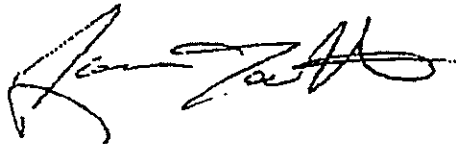
Kirk Cooper, Chairman, Business Manager
Boilermakers Local Lodge #60



Darren Lindee, President
Boilermakers Local Lodge #60



Jon Tortat, Trustee
Boilermakers Local Lodge #60



APPENDIX "A"
SPECIAL SUPPLEMENTARY RULES
COVERING MAINTENANCE AND REPAIR
LOCAL #60 FIELD CONSTRUCTION
AGREEMENT

This addendum, Appendix "A", to the existing Local Lodge #60 Boilermaker Field Construction Agreement is entered into this first day of September 2002, by and between Local 60 Employers Committee of Peoria, Illinois, (hereinafter referred to as the "Employer") and Local Lodge #60 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, (hereinafter referred to as the "Union") for purpose of maintenance, repair, replacement and renovation work in various plants where the Employer works.

Rule 1. AGREEMENT

It is agreed between the Union and the Employer that the provisions of this Appendix are applicable to maintenance, repair, replacement of parts, and renovation work that is primarily within the recognized and traditional jurisdiction of the Union shall be performed in accordance with the terms of this Appendix by signatory party to either the Local 60 Agreement and/or National Agreement.

Rule 2. DEFINITIONS

2.1 Maintenance shall be work performed for the repair, replacement, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property or other locations related directly thereto.

2.2 The work "repair", used within the terms of this Appendix and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.

2.3 The work "renovation", used within the terms of this Appendix and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

2.4 The term "existing facility", used within the terms of this Appendix is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future even though the new unit is constructed on the same property or premises.

Rule 3. SCOPE OF WORK

3.1 The provisions of this Appendix cover all work to be performed by the Employer for the purpose of maintenance, repair, replacement of parts, and renovation work in various plants wherein the Employer works, assigned by the owner to the Employer, and performed by the employees covered by this Appendix.

3.2 The provisions of this Appendix do not cover work performed by the Employer of a new construction nature in which said work shall be done in accordance with existing provisions of this Agreement.

3.3 The Union and the Employer understand that the owner may choose to perform or directly subcontract or

purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

3.4 All subcontractors to the Employer who may perform work within the boilermaker craft jurisdiction under this Agreement shall abide by the terms and conditions of this Agreement.

**Rule 4. SHIFT STARTING TIME,
OVERTIME PAYMENT, AND
EQUAL TREATMENT**

4.1 All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half, except in cases where such work is part of an employee's regular Friday shift.

All time worked on Sunday shall be paid for at the rate of double time, except in cases where such work is part of an employee's regular Saturday shift. All time worked on holidays will be paid as stated in Article 7(a), except in cases where such work is part of an employee's regular straight time shift.

4.2 Where two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7 1/2) hour basis; and the third shift shall be based on a seven (7) hour basis. The pay for the second and/or third shift for full time shall be equivalent of eight (8) times the employee's regular hourly rate.

When two (2) shifts are established on the basis of eight (8) hours each, the second shift shall receive \$1.50

additional to the straight time hourly rate.

When three (3) shifts are worked, the shift rate premium for the second shift shall be fifty cents (\$.50) additional to the hourly rate and the shift rate premium for the third shift will be one dollar (\$1.00) additional to the hourly rate, for all established Monday through Friday shifts. Shifts continuing into Saturday, Sunday or holidays will be paid per Rule 4.1 and no shift premium will apply.

The applicable overtime rate will be paid on the hourly rate of pay plus the shift differential when two or three 8 hour shifts are worked.

When two (2) shifts are established on the basis of more than eight (8) hours each, the first eight (8) hours will be straight time and the overtime hours will be 1-1/2 times the regular straight time rate of pay. No shift rate premium for the second shift will apply.

4.3 If any other craft employed by the same Employer or his subcontractor in the plant or maintenance, repair, renovation or replacement is receiving double time wages in lieu of the time and one-half wage rate as set forth in this agreement, the Boilermaker employees will automatically be entitled to the double time rate of pay during the period that aforementioned crafts are employed.

4.4 By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Appendix, the standard workday of eight (8) hours for the job or portion thereof to which any such change of starting time applied shall begin with such agreed starting time.

4.5 The provisions regarding minimum number of days to establish shifts as set forth in Article 8, paragraph (c), are waived for work under this Appendix.

Rule 5. CONTINUITY OF WORK

5.1 There will be no work stoppages, strikes or lockouts on maintenance work for any reason.

5.2 In the event of a work stoppage due to a breakdown of negotiations, men will continue to work on maintenance work covered by this agreement. The employer, in order that continuity of work shall be maintained, agrees to be bound by all the terms of the new agreement when negotiated, including wages on a retroactive basis, to the date of the new contract if such condition is established in the new agreement.

Rule 6. HIRING AND TRANSFER OF MEN

6.1 The Employer, when performing work under the provisions of this Appendix, agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the Local Lodge is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees, (Saturdays, Sundays and holidays excepted), the Employer may employ workmen from any source. The Employer shall have the right to move qualified Boilermaker General Foremen from one job assignment to another, by mutual agreement.

Foremen shall be considered and be paid on straight time basis, exclusive of overtime, but must report for work on all workdays except holidays.

6.2 In order to assure the existence of a nucleus crew of men possessing the special skills and knowledge required on maintenance and repair work, the Employer may transfer Boilermaker Journeymen and Boilermaker Apprentices employed by them to and from a maintenance job within the territorial jurisdiction of Local 60, irrespective of established referral procedures, by mutual agreement.

a) The Foreman on every job will be referred from the Local Union unless other arrangements are mutually agreed upon by the Business Manager and the Employer.

b) The Steward on every job will be referred from the Local Union.

c) By mutual agreement between the Business Manager and the Employer, the Employer may select up to, but no more than 7 (seven) Boilermakers total who are qualified and in good standing with the Union. One of the 7 shall be an apprentice per the apprentice ratio as provided in article 12 appendage c).

**Rule 7. SUBSISTENCE,
TRANSPORTATION AND TRAVEL**

Subsistence, transportation, and travel shall be paid in conformance with Article 11.

**Rule 8. MUTUAL PERMISSIVE
CONDITIONS**

8.1 Boilermakers may be assigned to work under the supervision of customer personnel.

8.2 Where it is to the mutual benefit of both parties to the Agreement, arrangements may be made to conform to a project or plant agreement covering several crafts.

8.3 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

Rule 9. PREJOB MEETINGS

Prior to starting a maintenance job the Employer shall arrange to meet with the Business Manager to establish the proper application of these rules. If this is impractical, a telephone call from the Employer to the Business Representative shall constitute a prejob meeting. In the event any question therewith cannot be settled, the Employer and Business Manager shall arrange to meet with the Vice President of the Section to settle such question.

NOTE: This Appendix shall not apply to any job where Rule 9 has not been fully complied with.

**BOILERMAKERS LOCAL LODGE 60
WAGE & FRINGE PACKAGE**

Effective January 1, 2018

WAGES

General Foreman	\$44.00
Foreman	43.00
Assistant Foreman	42.50
Journeyman	40.00

APPRENTICE WAGE RATES

(Based on Journeyman's wage and at six month increments)

1st (70%)	\$28.00
2nd (72.5%)	\$29.00
3rd (75%)	\$30.00
4th (77.5%)	\$31.00
5th (80%)	\$32.00
6th (85%)	\$34.00
7th (90%)	\$36.00
8th (95%)	\$38.00

FRINGES

Health & Welfare	\$ 7.07
Pension	\$12.47
<small>See page 46 (Journeyman Rate) & also page 48 (Memorandum of Understanding)</small>	
Annuity	\$5.72
G.L.A.B.A.P.	.40
MOST & Common Arc	.34
Training & Education Fund	.40
S & D & Retiree Fund	.40
Total Package	\$66.80

VACATION FUND

Deducted from wages after taxes \$1.50

VOLUNTARY CONTRIBUTION

P.A.C. Fund \$ 0.05

FOR THE EMPLOYERS' PAYROLL DEPARTMENT

These are the rates to be used in calculating Local Lodge 60's Pension Benefits. When the employers' Payroll Department submits pension benefits to the Boilermakers' Pension Department they will need to submit each employee's Job Classification at that time as well. Note: These amounts reflect the 2015 increase per the terms of Local Lodge 60's Contract Agreement.

JOB CLASSIFICATIONS PENSION BENEFIT RATES

(These rates are Per Hours Paid)

General Foreman	\$14.00
Foreman	13.61
Assistant Foreman	13.42
Journeyman	12.47

APPRENTICE PENSION BENEFIT RATES

(Periods are based on six month percentage increases)

1st (70%)	\$ 8.73
2nd (72.5%)	\$ 9.04
3rd (75%)	\$ 9.34
4th (77.5%)	\$ 9.66
5th (80%)	\$ 9.97
6th (85%)	\$10.59
7th (90%)	\$11.22
8th (95%)	\$11.84

May 2, 2008

Mr. Edmond Hebert
International Brotherhood of Boilermakers
Local Lodge No. 60
425 W. Edgewood Ct.
Morton, IL

Re: "Less Than Qualified" Boilermaker Rate - Implementation

Mr. Hebert:

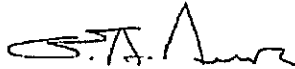
This letter is to document the understanding reached between the Central Illinois Employers and the International Brotherhood of Boilermakers, Local Lodge No. 60 regarding the implementation of the new "Less Than Qualified Rate". It is understood that while not enforceable under the contract (Construction Agreement) between the parties, it is recognized that the following practice is recommended and in the best interest of both parties.

Whereas the Construction Agreement, ratified on April 28, 2008 allows for boilermakers who are not in the apprenticeship program and have less than 6,000 field construction hours to be paid at a "Less than Qualified Rate". And, whereas an unknown number of boilermakers are working in the jurisdiction with less than 6,000 hours at the time of the ratification of the contract, earning journeyman's wages.

It is agreed that these boilermakers may continue to earn journeyman's wages while continuously employed up to their first separation from employment following the date of ratification.

For all future employment, all boilermakers with less than 6,000 field construction hours not continuously employed by the same employer since the date of ratification, and all those who have been separated from employment and then referred for employment following the date of ratification will be paid the new "Less Than Qualified Rate".

For the Central Illinois Employers



Eric A. Heuser
Chairman

Acknowledged:
For the International Brotherhood of
Boilermakers, Local Lodge No. 60



Edmond Hebert
Business Manager

Central Illinois Employers

International Brotherhood of
BOILERMAKERS • IRON SHIP BUILDERS



BLACKSMITHS • FORGERS & HELPERS

KIRK W. COOPER
Business Manager / Secretary / Treasurer

DARREN J. LINDEE
President / Assistant Business Manager

LOCAL LODGE NO. 60
425 W. Edgewood Court
Morton, Illinois 61550-2497
(309) 266-7144
fax: (309) 266-7539

JON TORTAT
Assistant Business Manager

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
CENTRAL ILLINOIS EMPLOYERS AND BOILERMAKERS LOCAL LODGE 60,
DATED JANUARY 1, 2018**

WHEREAS, the Central Illinois Employers (hereinafter "Employer") and Boilermakers Local Lodge 60 (hereinafter "Union") are parties to a collective bargaining agreement dated January 1, 2018 to December 31, 2021 (together with any prior addendums hereinafter collectively referred to as "Agreement"); and

WHEREAS, the parties' Agreement requires the Employer to make monthly contributions to the Boilermaker-Blacksmith National Pension Trust (hereinafter "Plan") on behalf of each covered employee at the contribution rates set forth in Article 31; and

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

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

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

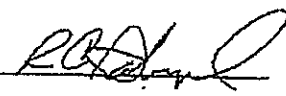
- 1) Notwithstanding anything to the contrary in the Agreement, the Pension contribution rates shall be as follows: March 1, 2018 - \$12.72 / January 1, 2019 - \$12.97 / January 1, 2020 - \$13.23 / January 1, 2021 - \$13.49 / January 1, 2022 - \$13.76

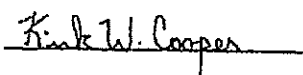
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Version #2

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

EMPLOYER

BOILERMAKERS LOCAL LODGE 60

By: 

By: 

Bob Gabrysink
[Print Name]

Kirk W. Cooper
[Print Name]

Chairman
Title

Business Manager
Title

January 2, 2018
Date

January 2, 2018
Date

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Version 02

002-11

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I C. Y. Jackson, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing in Case No. 2019-H-PK09-2250 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and at 100 W. Randolph Street, Chicago, Illinois on the 1st day of October 2018 prior to 4:30 p.m. and placed on the Illinois Department of Labor's official website at and placed on the Illinois Department of Labor's official website at www.state.il.us/agency/idol/

Boilermakers Local Lodge 60
c/o Chris Doscotch, Esq.
Law Office of Chris Doscotch
2708 N. Knoxville Ave.
Peoria, IL 61604
chris@doscotchlaw.com

Via messenger:

Joseph Beyer
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

Illinois Department of Labor
c/o Benno Weisberg
General Counsel
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

C. Y. Jackson

Subscribed and Sworn to this 1 day of October, 2018

[Signature]
Notary Public

