

CONSTRUCTION AGREEMENT



**INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS
LOCAL LODGE NO. 13**

SEPTEMBER 30, 2009 to SEPTEMBER 29, 2012

Inside Front Cover

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ARTICLES OF AGREEMENT

between the

**PHILADELPHIA BOILERMAKERS
EMPLOYERS
(herein referred to as “Employer”)**

and the

**INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS,
IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS
AND HELPERS**

**for work coming under the jurisdiction of
LOCAL LODGE NO. 13
(herein referred to as “Union”)**

PREAMBLE

1 WHEREAS, the parties hereto have maintained
2 a mutually satisfactory bargaining relationship in the
3 work area covered by collective bargaining agreements
4 between them which have been in effect over a
5 substantial number of years; and

6 WHEREAS, the International Brotherhood of
7 Boilermakers, Iron Ship Builders, Blacksmiths, Forgers
8 and Helpers, Subordinate Lodge No. 13 embraces
9 within its membership large numbers of qualified
10 Journeymen who have constituted in the past, and
11 continue to do so, a majority of the employees employed
12 by the Employers herein;

13 THEREFORE, the Employer recognizes the Union
14 as the sole bargaining agent for all of its construction
15 employees in the performance of all work coming within
16 the terms of this agreement subject to the provisions of
17 existing laws.

ARTICLE I

Scope and Purpose of Agreement

1 Section 1. This agreement shall apply to all of the
2 Employers' field construction work (including unloading,
3 construction, erection, rigging, field fabrication,
4 assembling, dismantling and repairing performed in the
5 field) that is recognized as coming under the jurisdiction
6 of the Union.

7 THE FORTY-ONE COUNTIES OF EASTERN
8 PENNSYLVANIA, WHICH COMPRISE THE
9 JURISDICTION OF LOCAL LODGE NO.
10 13, INTERNATIONAL BROTHERHOOD OF
11 BOILERMAKERS, IRON SHIP BUILDERS,
12 BLACKSMITHS, FORGERS AND HELPERS.

13 ADAMS	LYCOMING
14 BERKS	MIFFLIN
15 BUCKS	MONROE
16 BRADFORD	MONTGOMERY
17 CARBON	MONTOUR
18 CENTRE	NORTHAMPTON
19 CHESTER	NORTHUMBERLAND
20 CLINTON	PERRY
21 COLUMBIA	PIKE
22 CUMBERLAND	POTTER
23 DAUPHIN	PHILADELPHIA
24 DELAWARE	SCHUYLKILL
25 FRANKLIN	SNYDER
26 FULTON	SULLIVAN
27 HUNTINGDON	SUSQUEHANNA
28 JUNIATA	TIOGA
29 LACKAWANNA	UNION
30 LANCASTER	WAYNE
31 LEBANON	WYOMING
32 LEHIGH	YORK
33 LUZERNE	
34 AND NEW CASTLE COUNTY, DELAWARE	

35 Section 2. The parties to this agreement recognize
36 that stability in wages and working conditions and
37 competency of workmen are essential to the best
38 interest of the industry and the public, and they agree
39 to strive to eliminate all factors which tend toward
40 unstabilizing these conditions. The signatory parties
41 agree that all matters effecting the relationship
42 established by this agreement shall be first discussed
43 by conference between the individual parties. The
44 parties further agree to cooperate fully in carrying out
45 the intent of this paragraph.

46 Section 3. It is the intent of the Employers and
47 the Union to recognize the terms and conditions of the
48 building and Construction Trades Department AFL-CIO
49 and the National Constructors Association Work Rules
50 Agreement, effective April 1, 1971 as amended or
51 revised. Be it further understood that these work rules
52 will only be applied by the Employer provided that they
53 are applied to the same extent to all other crafts whose
54 General Presidents have signed the work rules and
55 that are employed by the Employer.

ARTICLE II

Exclusive Referral

1 Section 1. Referral shall be in accordance with the
2 "Uniform Referral Standards and Joint Referral Rules
3 for Local No. 13", as amended and approved by the
4 Joint Local and National Committees.

ARTICLE III

Working Conditions

1 Section 1. (a) This Agreement, except as
2 otherwise provided for herein, covers the working
3 rules and conditions of employment for all journeymen
4 boilermakers, apprentices employed in the boilermaking
5 trade by a signatory Employer including but not limited
6 to: boilermaking, welding, acetylene burning, riveting,
7 chipping, caulking, rigging, fitting-up, grinding, reaming,
8 impact machine operating, unloading and handling of
9 boilermaker material and equipment and such other
10 work that comes under the trade jurisdiction of the
11 boilermakers.

12 (b) Journeymen Boilermakers may be required
13 to perform any work coming within the scope of the
14 Agreement.

15 (c) In recognition of the work jurisdiction claims,
16 it is understood that the assignment of work and the
17 settlement of jurisdictional disputes with other Building
18 Trades organization shall be handled in accordance
19 with the procedure established by the Plan for the
20 Settlement of Jurisdictional Disputes in the Construction
21 Industry.

22 (d) There shall be no work stoppage because of
23 jurisdictional disputes, except in case of noncompliance
24 with the procedural rules of the Plan for the Settlement
25 of Jurisdictional disputes in the Construction Industry.

26 Section 2. (a) Any Welder who is required to take
27 a test shall be paid for the time required to take said
28 test, but in no case less than one day's pay providing
29 he remains on the job and accepts work assigned. He
30 shall be given adequate protection from the weather
31 and any disturbances which may hamper him in taking
32 such test and, if possible, it should be taken inside
33 of a building. The Employer shall be responsible for
34 setting up and supervising welder tests procedure. The
35 Employer will also assign Boilermakers to the welders
36 in accordance with the requirements of the test. Any
37 welder who is required to certify on a job will test within
38 five (5) days and be given his results, whether pass or
39 fail, within this time frame. If not, he will be laid off.

40 (b) When manual assistance is required by
41 Gamma-Ray or X-Ray Technicians in the examination
42 of Boilermaker work, a Boilermaker will be assigned
43 to perform the manual work that cannot be done by
44 one technician. Any manual assistance will be on a
45 required manpower basis and shall not include foreman
46 or stewards. All stress-relieving and mechanical testing
47 in the field of welds performed on work erected by the
48 Boilermakers, will be assigned to the Boilermaker.

49 Section 3. As of the effective date of this Agreement
50 all employees under the terms of this Agreement must
51 be or become members of the Union thirty (30) days
52 thereafter; the employees hired after the effective date
53 of this Agreement shall be or become and remain
54 members of the Union thirty (30) days after their date

55 of employment in accordance with the provisions of the
56 National Labor Relations Act.

57 Section 4. (a) When in use for Boilermaker work,
58 there shall be a minimum of one (1) Foreman and five
59 (5) Boilermakers on all guy derricks while in use.

60 With rigs other than guy derricks there shall be a
61 Foremen and four (4) Boilermakers, while such rigs are
62 in use.

63 (b) When helicopter is used on any job for erection
64 of Boilermaker work, there shall be a minimum crew of
65 one (1) foreman and five (5) Boilermakers on the job
66 to perform and aid in the performance of the erection
67 work accomplished by the helicopter.

68 It is understood and agreed that there are
69 operations involving the use of lifting equipment
70 where the size of the crew can safely be modified by
71 cooperative Agreement between the Employer and
72 Union Representative.

73 Section 5. Apprentices will be afforded every
74 opportunity to perform all tasks relative to the
75 Boilermaker Trade.

ARTICLE IV Supervision

1 Section 1. The selection of General Foreman and
2 Foreman shall be the responsibility of the Employer.
3 It is understood that in the selection of Foremen the
4 Employer will give first consideration to the qualified
5 men available in the local area, without persuading
6 any employees to leave one Employer for another.
7 The Employer shall have the right to send a General
8 Foreman into any local territory where work is being
9 performed.

10 Section 2. There shall be a Foreman on each
11 job and a second Foreman after the first ten (10)
12 Journeymen. A Foreman is required for each additional
13 ten (10) Journeymen thereafter. It is understood that
14 when the complement of welders reaches ten (10), a
15 welder will be made a Foreman whose duties shall be the
16 same as other Foremen on the job. For each additional
17 ten (10) welders employed, a Foreman is required who
18 shall be a welder. However, if the Employers desire,
19 they may provide additional Foremen. There shall be
20 a General Foreman on all jobs where twenty-five (25)
21 Journeymen are employed.

22 Example:

23 One (1) Foreman 1 to 10 Journeyman

24 Two (2) Foreman 11 to 20 Journeyman

25 Three (3) Foreman 21 to 24 Journeyman

26 One (1) General Foreman Plus 25 to 30 Journeyman

27 Three (3) Foreman

28 One (1) General Foreman Plus 31 to 40 Journeyman

29 Four (4) Foreman

30 Section 3. General Foreman and Foreman, assigned
31 as such on all work covered by this Agreement, shall
32 be practical mechanics of the Boilermaker's Trade.

33 Section 4. There shall be a working Foreman up
34 to six (6) men and when the seventh man is employed,
35 the Foreman shall not work with the tools.

36 When at the discretion of the Employer, a Tool Keeper
37 is needed to handle Boilermaker tools he shall be a
38 local Boilermaker.

39 Section 5. It is agreed that all classifications of
40 Foremen shall accept instructions from the employer's
41 erector or erectors. All classification of Foremen will
42 be promptly notified of instructions. Erector or erectors
43 shall not give direct orders to the other employees
44 covered by the terms of this Agreement except in cases
45 of emergency.

46 Section 6. Foremen shall not apply, in any respect,
47 any regulations, rules, by-laws, or the provision of the
48 Union Constitution on the Employer's job site.

49 Section 7. It is understood that when the top craft
50 hourly Foremen are used in place of the General
51 Foreman classification, those top craft hourly Foremen
52 shall be paid General Foremen's rate.

ARTICLE V

Wages

1 Section 1. The employer shall pay the following rates:

Effective September 30, 2009

2	General Foreman	Journeyman rate +	\$3.00
3	Foreman	Journeyman rate +	\$2.00
4	Journeyman		\$40.81*

5 * \$3.00 per hours paid to be deducted from hourly
6 wages after taxes for "Boilermaker Vacation Trust"

Effective January 1, 2010

7	General Foreman	Journeyman rate +	\$3.00
8	Foreman	Journeyman rate +	\$2.00
9	Journeyman		\$38.08*

Effective September 30, 2010

10	General Foreman	Journeyman rate +	\$3.00
11	Foreman	Journeyman rate +	\$2.00
12	Journeyman	Increase \$2.00 (to be allocated)	

Effective September 30, 2011

13	General Foreman	Journeyman rate +	\$3.00
14	Foreman	Journeyman rate +	\$2.00
15	Journeyman	Increase \$2.00 (to be allocated)	

16 ***Note: This newly negotiated contract represents***
17 ***a \$2.00 a year increase, and the contractors have***
18 ***additionally agreed to pay the \$0.30 increase to***
19 ***Health and Welfare effective on January 1, 2010.***
20 ***It is mutually agreed that any further increase in***
21 ***benefits and/or cost would be deducted from the***
22 ***wage package.***

Fringe Benefits

23	Pension	(See Article XXIV)
24	Annuity	(See Article XXV)
25	Health & Welfare	(See Article XXIII)
26	Vacation	(See Article XXVIII)
27	Apprenticeship	\$0.55 per hours worked
28	MOST	\$0.24 per hours worked

29 M.O.S.T. - Mobilization Optimization, Stabilization and
30 Training fund. This Deduction shall be made as outlined
31 in Article XXVII.

32 CHECK-OFF deduction is based on five percent (5
33 %) of gross salary and is to be sent to BOILERMAKERS
34 LOCAL LODGE NO. 13, 2300 New Falls Road,
35 Newportville, PA 19056, on or before the FIFTEENTH
36 DAY AFTER THE END OF EACH MONTH.

37 The breakdown is as follows:

38 a. Field Dues 4 %

39 b. Local 13 Special Assessment 1%

40 The following Local 13 funds will be funded
41 by the 1%: Scholarship, Sick & Distressed, Retirees
42 Event, and Local Training Coordinators Fund. Also, a
43 L.E.A.P. Campaign Assistance Fund, with a voluntary
44 contribution of .05 of one percent, and PAC Fund with
45 a voluntary contribution of .10% of 1 %.

46 Obtaining signed authorization cards for the above
47 deductions shall be the responsibility of the Union.

48 Section 2. General Foreman and Foremen are
49 guaranteed forty (40) hours per week, Monday through
50 Friday inclusive, provided they report to the job daily, if
51 requested, and are available to perform work, except at
52 the beginning and completion of the job at which time
53 they shall be paid actual hours worked. Employees
54 covered by this section will not have to report on
55 holidays recognized in this Agreement in order to be
56 paid their guaranteed forty (40) hours.

57 Section 3. All Boilermakers working on
58 smokestacks, standpipes and water towers shall
59 receive the Journeyman rate of pay, except General
60 Foreman and Foreman.

ARTICLE VI

Hours of Work

1 Section 1. Eight (8) hours per day shall constitute
2 a day's work from 8:00 a.m. to 4:30 p.m. Forty (40)
3 hours per week shall constitute a week's work, Monday
4 to Friday inclusive. The overtime rate will be paid to
5 employees continuously beyond twenty-four (24) hours
6 until they receive an eight (8) hour break. The foregoing
7 starting times may be changed when mutually
8 agreed to between the Employer and the authorized
9 representatives of the Union.

10 Section 2. The Employer may establish two (2) or
11 three (3) shifts on new construction work on the following
12 basis: Where two (2) or three (3) shifts are worked, the
13 first day shift shall be established on an eight (8) hour
14 basis. The second shift shall be established on a seven
15 and one-half (7 1/2) hour basis. The third shift shall be
16 established on a seven (7) hour basis. The pay for the
17 second shift for full time shall be equivalent to eight
18 (8) times the employees' regular hourly rate plus ten
19 (10%) percent. The pay for the third shift for full time
20 shall be equivalent to eight (8) times the employees
21 regular hourly rate plus ten (10%) percent. Second
22 and third shifts shall work over into Saturday a.m. On
23 this basis in order to complete their shift. When shifts

24 are established in excess of eight (8) hours the shift
25 differential shall be paid on straight time hours only.
26 And it is agreed that these provisions shall supersede
27 the National Boilermakers' Manufacturers Agreement.

28 Section 3. When an employee is employed for
29 more than two (2) hours beyond the quitting time of
30 his regular eight (8) hour shift, he will be allowed thirty
31 (30) minutes to obtain a meal without loss of pay; and,
32 if he is required to continue to work he will be allowed
33 a thirty (30) minute lunch period every four (4) hours,
34 thereafter, without loss of pay, plus twelve dollars (\$12)
35 for a meal every lunch period starting back to the end
36 of his shift.

37 Section 4. Any employee called to work at any time
38 other than his regular shift shall be paid at the overtime
39 rate for all such time worked within any one twenty-four
40 (24) hour period.

ARTICLE VII

Overtime and Holidays

1 Section 1. The first two (2) hours of work performed
2 in excess of the eight (8) hour work day, Monday through
3 Friday, and the first ten (10) hours on Saturday, shall
4 be paid at one and one-half (1 1/2) times the straight
5 time rate. All work performed in excess of ten (10)
6 hours a day, Monday through Saturday, and all time on
7 Sundays, shall be paid at double (2) time the straight
8 time rate.

9 All holidays set aside by the state or nation,
10 namely, New Year's Day, Memorial Day, Fourth of July,
11 Thanksgiving Day, General Election Day, and Christmas
12 Day, shall be paid at double (2) time the straight time
13 rate. When a holiday falls on a Saturday or a Sunday,
14 the day observed by the nation will be observed.

15 In no case shall the overtime rate exceed double (2)
16 the straight time hourly rate of pay, except work performed
17 on Labor Day, to protect life or property in jeopardy, and
18 then employees shall receive the rate of four (4) hours for
19 one, based on the hourly day shift rate.

20 Section 2. Lunch Periods Worked. Employees
21 assigned to work during their lunch period shall receive
22 overtime and be allowed to consume their lunch on the
23 Employer's time after completing such necessary or
24 emergency work during the lunch period.

25 Section 3. Overtime is not to be demanded of any
26 Employer by any employee covered by this Agreement
27 as a condition of employment. It is agreed that
28 overtime is undesirable and not in the best interests
29 of the industry of the craftsmen. Therefore, except in
30 unusual circumstances, overtime will not be worked.
31 Where unusual circumstances demand overtime, such
32 overtime will be kept at a minimum.

ARTICLE VIII
Minimum Pay and Reporting Time

1 Section 1. An employee reporting for work and
2 not given work shall receive two (2) hours pay. An
3 employee starting to work or called to work after the
4 starting time of a shift shall receive not less than four
5 (4) hours pay; and if such employee is required to work
6 past four (4) hours, he shall receive not less than a full
7 eight (8) hours pay. On repair or unloading jobs, of less
8 than one (1) day's duration, employees shall receive a
9 minimum of eight (8) hours' pay.

10 Section 2. In case of inclement weather, all
11 employees shall be paid a minimum of two (2) hours
12 for reporting to work at the applicable rate of wages.
13 Employees to remain on the job for two (2) hours
14 and be paid for them as though worked. Men may be
15 assigned to available work that can be performed in a
16 dry area.

ARTICLE IX
Pay Day

1 Section 1. Men shall be paid weekly on a
2 designated day during working hours, and in no case
3 shall more than three (3) days pay be held in any one
4 payroll period. Failure to pay wages during working
5 hours on specified day, men shall receive overtime for
6 waiting, except under circumstances beyond control
7 of the Employer. Any Employer paying by check shall
8 make arrangements for cashing same. A pay receipt

9 itemizing each individual deduction will be issued to
10 each man. Upon presentation of a signed authorized
11 card, the obtaining of which shall be the responsibility
12 of the Union, the Employer shall withhold field dues
13 and submit same to the Local Office no later than
14 fifteen (15) days after the end of the month in which
15 dues accrued.

16 Section 2. Employees who are fired or laid off by
17 the Employer, shall receive their wages and personal
18 property immediately thereafter. When employees quit
19 of their own accord, they shall wait until the regular
20 pay day for wages due them. All employees must be
21 terminated at the job site except those employees who
22 fail to report as required.

23 Section 3. When it becomes necessary to lay-off
24 men, they shall be notified and paid in full on the last
25 day of work at least one half (1/2) hour before quitting
26 time.

27 Section 4. It is understood that prior arrangement
28 may be made with the Business Manager to mail lay-
29 off checks when lay-offs occur during the night and
30 weekends. The aforementioned lay-off checks shall
31 be mailed with an additional two (2) hours pay at the
32 straight time rate of the Employee, and it shall be done
33 by certified mail on the next business day.

ARTICLE X

Duties of Stewards

1 Section 1. There shall be a working steward on all
2 jobs whenever there are any Journeyman Boilermakers
3 doing work within the scope of the Boilermakers' trade,
4 and must be referred by Local No. 13. The steward's
5 duties shall be to settle any grievances that may arise
6 on the job, subject to the confirmation of the Business
7 Manager. The steward shall have sufficient time to
8 insure that the provisions of this Agreement, and all
9 safety rules of the city, and/or state, are fully complied
10 with, and he shall report any infractions thereof to the
11 Business Manager.

12 Section 2. The steward shall not be discriminated
13 against for the discharge of his duties. It is understood
14 and agreed that the steward's duties shall not include
15 any matters relating to referral, hiring, or laying off of
16 employees.

17 The steward, provided he is qualified to perform
18 the available work, shall be the last employee to be laid
19 off, excluding the foreman.

20 Section 3. Under no circumstances shall job
21 stewards or any employee make any arrangement with
22 Foreman or Management that will change or conflict in
23 any way with any section or terms of this Agreement.

ARTICLE XI

Business Manager and Responsibilities

1 Section 1. It is further understood and agreed
2 that Local Lodge No. 13 shall designate the Local
3 Business Manager who is duly authorized and will be
4 consulted on all matters pertaining to the application
5 of this Agreement. It being specifically understood that
6 the International Union will only be liable for the acts of
7 said Business Manager when such acts have first been
8 approved, in writing, by the International President's
9 Office.

10 Section 2. The Business Manager or Assistant
11 Business Manager of Local Lodge #13 shall have
12 access to all jobs where employees covered by the
13 terms of this Agreement are employed subject to
14 customer's rules and regulations.

15 Section 3. The Business Manager or the Local
16 Lodge may modify articles of this Agreement,
17 pertaining to wages only, on a specific job when, in his
18 judgement, it is in the craft's best interest to do so. Any
19 such agreement shall apply only to that job or project
20 and will automatically terminate at the conclusion of
21 the work. All changes will be reduced to writing, signed
22 by the parties with copies to the Chairmen on the
23 Employers and Union Negotiating Committees before
24 the work commences.

ARTICLE XII
International Union Representation

1 Section 1. Nothing contained herein shall
2 be construed as limiting or abridging the right of
3 the International Union to assign an International
4 Representative to work with or assist any Local Union
5 Business Manager or Employer in the negotiation or
6 application of the terms of this Agreement.

7 Section 2. When requested in writing by a
8 representative of the International Union the Contractor
9 will furnish a signed letter on Company Stationery
10 stating whether Local No. 13 Boilermakers were
11 employed on a specific work assignment on a given
12 project for which information is requested. A copy of
13 such letter to be forwarded to Local Lodge No. 13.

ARTICLE XIII
Grievance and Arbitration Procedure

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

8 (b) Any such grievance shall be first considered by
9 representatives of the Local Union and the Employer

10 and if a settlement satisfactory to the Employer and
11 Local Union cannot be reached within seven (7) calendar
12 days, it will be reduced to writing and submitted to:

13 (c) the International Representative of the Union
14 and the Employer involved, and if a settlement
15 satisfactory to the Employer and the Union cannot be
16 reached within seven (7) days...

17 (d) Then the grievance will be submitted in writing
18 within seven (7) calendar days by the Union or by
19 the Employer or by both to an Arbitration Committee
20 consisting of a representative of the Union, a
21 representative of the Employer, and a third member to
22 be chosen by those two (2) jointly. The decision of the
23 majority of the Arbitration Committee shall be final and
24 binding on the parties involved. Such decisions shall be
25 within the scope and terms of this Agreement, but shall
26 not change such scope and terms, it shall be rendered
27 within ten (10) calendar days from the time of reference
28 to the Arbitration Committee and shall specify whether
29 or not it is retroactive at the effective date thereof.

30 (e) If the two members of the Arbitration Committee
31 fail to select a neutral member within five (5) calendar
32 days, the two members already appointed shall within
33 five (5) calendar days, call upon the Federal Mediation
34 and Conciliation Service to make the third selection.
35 In the event either the Employer or the Union fails to
36 cooperate in calling upon the Federal Mediation and
37 Conciliation Service within the said five (5) calendar
38 days, the other representative shall have the authority
39 to make such request.

40 (f) The expense of the third member of the
41 Arbitration Committee shall be borne equally by the
42 Union and the Employer. All other expenses of the
43 arbitration procedure will be borne by the party incurring
44 them.

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

ARTICLE XIV

Safety Measures - Health and Sanitation

1 Section 1. All work of the Employer shall be
2 performed under mutually approved safety and
3 sanitary conditions, which must conform to City, State
4 and Federal regulations.

5 Section 2. A warm, dry and clean place of sufficient
6 size shall be provided for the men to change their
7 clothes and eat lunches. Ice water, sanitary drinking
8 cups and/or fountains and properly maintained sanitary
9 facilities will be available. Wash up facilities will be
10 made available where practical and sufficient time will
11 be allowed for employee to wash up. When wash up
12 facilities are not made available, the normal quitting
13 time will be mutually agreed upon between Union and
14 Employer.

15 Section 3. Two (2) plank scaffolding, staging walks,
16 ladders, gangplanks and other appliances shall be
17 provided where necessary and shall be constructed in
18 a safe and proper manner by competent Boilermaker
19 mechanics, in accordance with safety laws of City,
20 State and Federal government.

21 Section 4. In addition to the Employer being
22 requested to furnish adequate safety measures
23 and equipment, it shall also be a requirement of the
24 employees to conform to such safety regulations and
25 measures. Where men are employed in confined
26 quarters, adequate ventilation and protective measures
27 will be taken to assure health and safety.

28 Section 5. When employees are required to work
28 with harmful acids and/or chemicals, the Employer
30 will provide adequate protective clothing as deemed
31 necessary.

32 Section 6. All men assigned to do welding shall be
33 furnished protective welding gloves which shall remain
34 the property of the Employer and shall be returned to
35 the Employer.

36 Section 7. The Employee agrees to comply with
37 the requirement to provide steel-toe safety shoes when
38 requested by a customer.

39 Section 8. Any boilermaker who experiences two
40 (2) OSHA recordable incidents within a revolving year
41 must attend and complete the MOST 10 Hour Safety
42 Program, unless the recordable incident was caused
43 by another individual, and was no fault of his own.

ARTICLE XV

Medical Treatment and Examination

1 Section 1. Employees required to take time off
2 from their employment during working hours to secure
3 treatment because of injuries or sickness arising out of
4 and in the course of their employment shall receive pay
5 for such time plus necessary travel expenses incurred
6 in doing so. The extent of treatment shall be determined
7 by the Employer's doctor.

8 Section 2. However, the Employer may implement a
9 nondiscriminatory substance abuse policy. The testing
10 procedure must utilize N.I.D.A., National Institute of
11 Drug Abuse, approved laboratories, which meet all
12 certificates and auditing procedures of the D.O.D.,
13 Department of Defense, and D.O.T., Department of
14 Transportation.

15 The Union reserves the right to grieve any
16 discriminatory practice.

17 Section 3. All parties signatory to this Agreement
18 must comply with the standards established by the
19 N.R.C. in the handling of radioactive materials.

ARTICLE XVI
Piece Work, Limitation and
Curtailment of Production

1 Section 1. There shall be no contract, bonus, bit or
2 task work nor shall there be any limit on or curtailment
3 of production.

ARTICLE XVII
Uniform Agreement

1 Section 1. Each and every Employer erecting
2 work in the jurisdiction of Local Lodge No. 13 shall be
3 presented with the same Agreement, identical in every
4 respect.

5 However, there are available to the Employer
6 various Maintenance Agreements such as the National
7 Power Generation Maintenance Agreement and the
8 Small Boiler Repair Agreement.

ARTICLE XVIII
Function of Management

9 Section 1. The Employer shall have the right
10 to determine the extent of his operations at all job
11 sites including but not limited to the selection of the
12 kind of materials, supplies or equipment used in the
13 performance of the work, the right to plan, direct and
14 control job-site operations, to screen applicants, to
15 hire, promote, lay off, discipline for proper cause, to

16 maintain efficient work standards and to introduce
17 new, improved or different methods or facilities for
18 any purpose including more efficient and economical
19 operation.

ARTICLE XIX

Agreement Qualifications

1 Section 1. It is not the intent of either party hereto
2 to violate any laws or any rulings or regulations of any
3 Government Authority or Agency having jurisdiction of
4 the subject matter of this Agreement, and the parties
5 hereto agree that in the event any provision of this
6 Agreement is held to be unlawful or void by any tribunal
7 having the right to so hold, the remainder of this
8 Agreement shall remain in full force and effect, unless
9 the parts so found to be void are wholly inseparable
10 from the remaining portions of this Agreement.

11 Section 2. Subcontractor Clause.

12 No Employer shall subcontract or assign any of the
13 field construction work described herein which is to be
14 performed at a job site to any contractor, subcontractor
15 or other person or party who does not comply with all
16 of the terms of this Agreement or a field construction
17 agreement in effect in the area where the work is
18 erected which has been approved by the International
19 Brotherhood, and does not stipulate, in writing,
20 compliance to the applicable fringe benefit funds and
21 the Trust Agreement or Agreements covering same.

ARTICLE XX
No Strike, No Lock-Out

1 Section 1. During the life of this Agreement there
2 shall be no lock-outs, and the Union agrees it shall
3 not approve or condone illegal work stoppages of
4 employees covered by this Agreement or the honoring
5 of illegal picket lines by such employees, and it will
6 make every effort to enforce compliance on the part of
7 the individual employees.

ARTICLE XXI
Payment of Benefits

1 Section 1. The Employer shall make contributions
2 to the Health & Welfare, Vacation, Pension, Annuity,
3 Apprenticeship and M.O.S.T. Funds, as provided for in
4 Articles XXIII, XXIV, XXV, XXVI, XXVII, XXVIII of the
5 Agreement.

6 Section 2. A surety or cash bond may be required
7 to insure payment of fringe benefits from Employers
8 not previously signed to any Boilermaker Collective
9 Bargaining Agreement or Job Understanding requiring
10 Employer contributions to the Boilermakers National
11 Pension, Annuity, Vacation, Health and Welfare or
12 Apprenticeship Funds; or an Employer who has
13 been or is delinquent in the payment of fringe benefit
14 contributions to any fringe benefit funds.

15 The amount of bond will be one hundred twenty-five
16 percent (125%) of the fringe benefit contribution based
17 on the number of potential and/or actual employees
18 hours times the appropriate contribution rates as
19 estimated by the Union. The bond is intended to cover
20 the contribution principal, liquidated damages, interest
21 and collection cost, including attorney fees. Additional
22 bonds may be required if the original estimate is
23 insufficient.

ARTICLE XXII

Duration of Agreement

1 Section 1. This Agreement shall become effective
2 September 30, 2009 and shall remain in full force and
3 effect until September 29, 2012 and from year to year
4 thereafter, unless either party shall at least sixty (60)
5 days prior to any anniversary date thereof, notify or
6 terminate this Agreement.

7 In the event such notice is given, the parties shall
8 meet not later than fifteen (15) days after receipt of such
9 notice. Should an understanding not be reached within
10 thirty (30) days after such notice was filed, the Federal
11 Mediation and Conciliation Service will be so notified in
12 accordance with the provisions of the National Labor
13 Relations Act.

14 Section 2. The foregoing agreement was
15 negotiated by the following committee at meetings held
16 from August 19, 2009 to September 24, 2009.

ARTICLE XXIII
National Health & Welfare Fund

1 Section 1. Schedule of Contributions

2 Effective January 1, 2006 \$ 8.17 per hours worked

3 Effective January 1, 2010 \$ 8.47* per hours worked

4 Effective January 1, 2011 \$ _____ per hours worked

5 Effective January 1, 2012 \$ _____ per hours worked

6 * Contractors agreed to pay the \$0.30 increase to
7 Health and Welfare effective on January 1, 2010

8 Section 1. The Employer shall pay into the
9 Boilermakers National Health and Welfare Fund the
10 above sums per hour worked for the Employer by all
11 his employees who are covered by this Agreement.
12 The Employer agrees to and shall be bound by the
13 provisions of the Appendix "A" relating to the said
14 Welfare Fund.

APPENDIX "A"
Health and Welfare

1 Section 1. In the Agreement to which this is an
2 appendix and in this appendix, the Boilermakers
3 National Health and Welfare Fund is referred to as
4 "National Welfare Fund", "Welfare Fund", or "Fund".
5 The Contractor is referred to as "Employer" and the
6 Contractors are referred to as "Employers".

7 Section 2. Employer agrees to be bound by the
8 Agreement and Declaration of Trust entered into as
9 of October 1, 1954, establishing the Boilermakers
10 National Health and Welfare Fund by any amendments
11 to said Trust Agreement.

12 Section 3. Payment of Employer contributions to
13 the National Welfare Fund Shall be made on the dates
14 and in the manner form prescribed by the Trustees of
15 said Fund.

16 Section 4. Employer shall furnish the Trustees
17 with information such as the names of employees,
18 classifications, Social Security numbers, hours worked
and such other information as may be required or
19 deemed necessary by the Trustees for the proper and
20 efficient administration of the Fund.

21 Section 5. Employer hereby authorizes and directs
22 the committee in this Agreement named as representing
23 the Employers, and as to the future committee named
24 in the then current Agreement successor to this
25 Agreement with the Union or any local thereof, to do
26 each and all of the following in his (Employer's) name
27 and behalf, either individually or in conjunction with
28 other Employers covered by this Agreement:

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

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

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

47 Section 6. Employer hereby authorizes and directs
48 the Chairman of the Committee in this Agreement
49 named as representing the Employers and, as to the
50 future, the Chairman of the Committee named in the
51 then current Agreement successor to this Agreement
52 with the Union or any local thereof to do the following
53 in his (Employer's) name and behalf, either individually
54 or in conjunction with other chairmen of similar
55 committees and with any Employer Association or its
56 representatives:

57 To exercise any rights, powers and authority
58 given or provided by said Trust Agreement or any
59 amendments thereto to elect, select, appoint or to

60 vote for one or more Employer Trustees and successor
61 Employer Trustees of the Fund and to remove or vote
62 for or against the removal of any Employer Trustees of
63 the Fund.

ARTICLE XXIV

Pension

1 Section 1.

2 Effective September 30, 2008 \$ 7.80 per hours paid

3 Effective January 1, 2010 \$ 10.53 per hours paid

4 Effective January 1, 2011 \$ _____ per hours paid

5 Effective January 1, 2012 \$ _____ per hours paid

6 The Employer shall pay into the Boilermaker-
7 Blacksmith National Pension Trust the above sums for
8 all hours paid for by the Employer for all employees
9 covered by this agreement. The Employer agrees to
10 and shall be bound by the provisions of Appendix "B"
11 relating to said Pension Trust.

APPENDIX "B"

Pension

1 Section 1. In the Agreement to which this is
2 an Appendix and in this Appendix the Boilermaker-
3 Blacksmith National Pension Trust is referred to as
5 "National Pension Trust", "Pension Trust", or "Trust".
5 The Contractor is referred to as "Employer"; and the
6 Contractors are referred to as "Employers".

7 Section 2. Employer agrees to be bound by the Trust
8 Agreement entered into as of June 2, 1960, establishing
9 the Boilermaker-Blacksmith National Pension Trust and
10 by any amendments to said Agreement, and to execute
11 an individual acceptance of said Trust Agreement and
12 amendments upon request of the Union.

13 Section 3. Payment of Employer contributions to
14 the National Pension Trust in the amount specified
15 in the Agreement to which this is an Appendix shall
16 be made on the dates and in the manner and form
17 prescribed by the Trustees of the said Trust; provided
18 that no contributions shall be made prior to the receipt
19 by such Trustees of a ruling from the Internal Revenue
20 Service to the effect that the Pension Plan under said
21 Trust qualifies under Section 401 (a) of the Internal
22 Revenue Code and the such Trust is tax exempt under
23 Section 501 (a) of the Code; after receipt of such
24 ruling contributions shall be payable as of the effective
25 date specified in the Agreement to which this is an
26 Appendix.

27 Section 4. Employer shall furnish the Trustees
28 with information such as the names of employees,
29 classifications, Social Security numbers, hours worked,
30 and such other information as may be required or
31 deemed necessary by the Trustees for the proper and
32 efficient administration of the Trust.

33 Section 5. Employer hereby authorizes and
34 directs the Committee named in this Agreement as
35 representing the Employers, and as to the future, the

36 Committee representing Employers to this Agreement
37 with the Union or any local thereof to do each and all
38 of the following in his (Employer's) name and behalf,
39 either individually or in conjunction with other Employers
40 covered by this Agreement.

41 (a) Execute the Trust Agreement establishing the
42 National Pension Trust and any amendments thereto;

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

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

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

64 Section 6. Employer hereby irrevocably designates
65 the Employer Trustees appointed pursuant to said Trust
66 Agreement, and their successors collectively as his
67 (Employer's) representatives for the purposes set forth
68 in said Trust Agreement.

ARTICLE XXV Annuity

1	Effective September 30, 2009	\$ <u>5.50</u> per hours paid
2	Effective September 30, 2010	\$ _____ per hours paid
3	Effective September 30, 2011	\$ _____ per hours paid

4 Section 1. The Employer shall pay into the
5 Boilermakers National Annuity Trust the above sums
6 for each hour paid by the employer for all of his
7 employees covered by this Agreement. The Employer
8 shall provide the employee with a weekly payroll stub
9 itemizing the amount paid to his annuity. The Employer
10 agrees to and shall be bound by the Trust Agreement
11 creating the Boilermakers National Annuity Trust and
12 all amendments now or hereafter approved by the
13 Board of Trustees. Said Agreement and amendments
14 are incorporated by reference and made a part of this
15 Agreement as if affixed thereto.

16 (a) The above sum of monies in Section one,
17 applies to all work performed under Article V - Wages -
18 New Construction.

ARTICLE XXVI
Apprenticeship Training

1 Section 1. The Employer agrees to contribute
2 fifty five cents (\$.55) per hour (effective 8/30/03) for
3 all hours worked by all employees covered by this
4 Agreement to the Northeastern Area Apprenticeship
5 Fund. The Employer agrees to and shall be bound
6 by the provisions of Appendix "C", relating to said
7 Apprenticeship Fund.

8 (a) The Apprenticeship wage scale shall start at
9 sixty-five percent (65%) of the Journeyman scale
10 for the first 12 months, and for each succeeding six
11 months thereafter shall be advanced as follows; upon
12 approval of the local joint Apprenticeship Committee.

13	1st 6 months.....	65%
14	2nd 6 months	65%
15	3rd 6 months.....	70%
16	4th 6 months.....	75%
17	5th 6 months.....	80%
18	6th 6 months.....	85%
19	7th 6 months.....	90%
20	8th 6 months.....	95%

21 Section 2. One apprentice will be allowed for every
22 five (5) journeyman referred to a job, if available.

APPENDIX "C"

Apprenticeship

1 Section 1. In the Agreement to which this is an
2 appendix and in this appendix, the Boilermakers
3 Area Apprenticeship Funds is referred to as "Area
4 Apprenticeship Funds", Apprenticeship Funds" and
5 "Funds". The National Joint Apprenticeship Board is
6 composed of an equal number of Employer and Union
7 representatives selected to represent the various areas
8 established by the Trust Agreement. The Committee is
9 the Employers' or Contractors' Negotiating Committee.
10 The Contractor is referred to as "Employer" and the
11 Contractors are referred to as "Employers".

12 Section 2. Employer agrees to be bound by the
13 Agreement Declaration of Trust establishing the
14 Boilermakers Area Apprenticeship Funds and by any
15 amendments to said Trust Agreement.

16 Section 3. Payment of Employer contributions to
17 the Boilermakers Area Apprenticeship Funds shall
18 be made on the dates and in the manner and form
19 prescribed by the National Joint Apprenticeship Board
20 of said Funds.

21 Section 4. Employer hereby authorizes and directs
22 the Committee in this Agreement named as representing
23 the Contractors and, as to the future, the Committee
24 named in the then current Agreement successor to this
25 Agreement with the Union or any local thereof, to do
26 each and all of the following in his (Employer's) name

27 and on behalf, either individually or in conjunction with
28 other Employers covered by this Agreement:

29 (a) Execute the Agreement and Declaration of Trust
30 establishing the Boilermakers Area Apprenticeship
31 funds and any amendments thereto:

32 (b) Exercise any rights, powers and authority
33 given or provided by said Trust Agreement or any
34 amendments thereto to elect , select, appoint or to
35 vote for one Employer Member of the National Joint
36 Apprenticeship Board and a successor Employer
37 Member of such Board and to remove or vote for or
38 against the removal of any Employer National Board
39 Member under this Agreement.

40 (c) Exercise any and all other rights in connection
41 with or relating to the Boilermakers Area Apprenticeship
42 Funds or its Trust Agreement, which are given the
43 Employer, either individually or together with other
44 Employers under said Trust Agreement.

45 In exercising or in not exercising the power and
46 authorities herein granted, the Committee shall act
47 on and accord with, but only on and in accord with,
48 the vote of a majority of the then members of the
49 Committee. Having so acted, the Committee may
50 designate its then chairman, alone or together with
51 one or more of its members, or one or more other
52 members of the Committee, to vote or to execute any
53 document on behalf of the Committee an/or Employer
54 an/or all or some of the other Employers covered by
55 this Agreement.

ARTICLE XXVII
M.O.S.T. FUND

1 (a) Effective August 30, 2003 the Employer
2 agrees to contribute the apprenticeship contribution
3 rate established in Article XXVI plus twenty-four cents
4 (\$.24)* per hour worked to the Mobilization Optimization,
5 Stabilization, and Training Fund and all amendments
6 now or hereafter approved by the Board of Trustees.
7 Said Agreement and amendments now or hereafter
8 approved by the Board of Trustees. Said Agreement
9 and amendments are incorporated by reference and
10 made a part of this Agreement as if affixed hereto.
11 Contributions fund the following programs administered
12 by M.O.S.T.: Boilermakers national Reserve Center,
13 Common Arc Welding Program, and M.O.S.T. Safety
14 and Training Program, which includes drug screening.

15 *1/2 cent (.005¢) is a voluntary contribution to
16 the National Association of Construction Boilermaker
17 Employers that may or may not be paid at the Employers
18 discretion.

19 (b) Any increases or decreases after September
20 30, 2009 shall be implemented on the first day of the
21 month following notification from M.O.S.T. to the Co-
22 Chairmen of the Boilermakers Local Lodge No. 13
23 Agreement.

ARTICLE XXVIII
BOILERMAKER VACATION TRUST

1 SECTION 1.

2 Effective September 30, 2009 \$ \$3.00 per hours paid

3 Effective September 30, 2010 \$ _____ per hours paid

4 Effective September 30, 2011 \$ _____ per hours paid

5 SECTION 2. The Employer shall pay into the
6 "Boilermaker Vacation Trust" the above sums for
7 all hours paid for by the Employer for all Employees
8 covered by this Agreement. The Employer agrees to
9 and shall be bound by the provisions of Appendix "D"
10 relating to said Vacation Trust.


APPENDIX "D"
VACATION FUND


1 The Employer agrees to be bound by the
2 "Boilermaker Vacation Trust" Agreement and all its
3 amendments. The Employer will deduct the sum
4 of money on hours paid, and show the vacation
5 deduction on the net pay. The Employer shall provide
6 the Employee with a weekly payroll stub itemizing the
7 amount paid to his or her vacation. The Employer will
8 be bound to all changes set forth in the future by the
9 Board of Trustees. Said Agreement and amendments
10 are incorporated by reference and made a part of this
11 Agreement as if affixed hereto.

**REPRESENTING THE UNION
LOCAL LODGE NO. 13
BOILERMAKERS LODGE NO. 13 COMMITTEE**

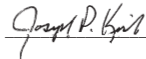

James W. Banford, Jr., Chairman


Michael J. Impagliazzo


John E. Clark, Jr.



Thomas M. Tracey, Jr.


Scott A. Werkheiser


Joseph P. Kirk



Darren L. Morgan

**REPRESENTING THE EMPLOYERS
PHILADELPHIA BOILERMAKER EMPLOYERS
NEGOTIATING COMMITTEE**


Chairman-Don Dzedzy-APCompower


John Carey-Boiler Erection and Repair


Bud Burns- J.J. White


Don Ricker-Aycock/Energab


Alan Yash-Nooter


Mike Dougherty-Matrix


Jim Miller- Fisher Tank


Dick Maffione-CBI


Ken Petro- CBI


Jim Dougherty-Madison

**Uniform Referral Standards and
Joint Referral Rules
for Local Lodge No.13**

PREAMBLE

1 WHEREAS, collectively bargained standards for
2 operation of locally administered referral rules are
3 required by federal law and considered of utmost
4 importance for effective, fair and equitable referral of
5 workers for performance of work in the boilermaking
6 industry; and

7 WHEREAS, the International President and the
8 respective employer chairmen of each Boilermaker
9 National Agreement Negotiating Committee have
10 reactivated and appointed the National Joint Rules and
11 Standards Committee for the purpose of reviewing and
12 revising, where necessary, the Minimum Standards
13 dated September 15, 1959; and

14 WHEREAS, it is the desire of those employers who by
15 agreement establish the Local as their exclusive referral
16 agent to retain some means of effective control of the
17 work force, which is casual and transient by nature
18 of the industry, by negotiated, employment-related
19 discipline implemented ministerially through the offices
20 of the Local,

21 NOW, THEREFORE, the following exclusive referral
22 rules are hereby established:

1 **1. SCOPE**

2 1.1 In accordance with the non-discriminatory Uniform
3 Referral Standards established by the National Joint
4 Rules and Standards Committee and the Local No. 13
5 Collective Bargaining Agreement, the below-signed duly
6 established Joint Referral Rules Committee has adopted
7 the following rules and standards which shall govern the
8 exclusive referral procedure in the geographical area
9 under the jurisdiction of Local No. 13.

10 1.2 Normal Labor Market

11 The normal labor market shall be the area of
12 geographical jurisdiction of the Local as allocated
13 or reallocated by the International Brotherhood of
14 Boilermakers.

1 **2. LOCAL JOINT REFERRAL RULES COMMITTEE**

2 In accordance with the Collective Bargaining
3 Agreement and the Uniform Referral Standards
4 established by the National Joint Rules and Standards
5 Committee, the Local Joint Referral Rules Committee
6 shall be selected and empowered as follows:

7 2.1 Selection:

8 The Local Joint Referral Rules Committee shall
9 be composed of a minimum of two (2) employer
10 representatives and two (2) union representatives. The
11 employer representatives shall be appointed by the
12 chairman of the Local or area employers' negotiating
13 committee. The union representatives shall be
14 appointed by the Local business manager.

15 2.2 Duties:

16 The Local Joint Referral Rules Committee shall
17 be empowered to establish, interpret or modify from
18 time to time, as deemed advisable for the operation
19 of the exclusive referral procedure, any and all
20 rules and regulations, consistent with the Uniform
21 Referral Standards, including the establishment of
22 appropriate out-of-work lists. Such proposed rules or
23 modifications shall be submitted to the National Joint
24 Rules and Standards Committee for approval as to
25 conformance with the Uniform Referral Standards prior
26 to implementation.

27 2.3 The Local Joint Referral Rules Committee shall
28 require the posting of these exclusive referral procedures
29 and rules at the appropriate registration facility and the
30 actual places of hire at the employers' job sites. Upon
31 request, the Local shall make available copies of these
32 rules to applicants qualified for referral.

1 **3. LOCAL JOINT REFERRAL DISPUTES COMMITTEE**

2 In accordance with the Collective Bargaining
3 Agreement and the Uniform Referral Standards
4 established by the National Joint Rules and Standards
5 Committee, the Local Joint Referral Disputes Committee
6 shall be selected and empowered as follows:

7 **3.1 Selection:**

8 The union representatives shall be appointed by
9 the International Vice President of the area and the
10 employer representatives shall be appointed by the
11 chairman of the employers' negotiating committee as
12 specified in Article 9.2 below. A Local Joint Referral
13 Disputes Committee shall consist of equal numbers
14 of union and employer representatives. In no event,
15 however, will an agent of any party involved in a dispute
16 be allowed to participate as a member of a Local Joint
17 Referral Disputes Committee.

18 **3.2 Duties:**

19 **3.2.1** The Local Joint Referral Disputes Committee
20 shall investigate, hear and decide disputes arising out
21 of the exclusive referral procedures, including but not
22 limited to, disputes arising out of work registration,
23 qualifications and competency of applicants, work
24 referrals, preparation of the referral registration list
25 and application of referral suspensions as specified in
26 Article 8 below.

27 3.2.2 The Local Joint Referral Disputes Committee
28 shall convene, as needed, to consider any referral
29 disputes of record which have gone unresolved
30 through the preliminary steps of the local joint referral
31 disputes procedure as specified in Article 9 below.

32 3.2.3 The Local Joint Referral Disputes Committee
33 will have full authority to determine the merit of
34 any dispute properly submitted to it and to fashion
35 appropriate remedies. In cases where the dispute
36 involves a claim of misapplication of exclusive referral
37 procedures by the Local acting as referral agent,
38 an appropriate remedy will include payment of lost
39 wages to the disputant by the Local only where such
40 misapplication is found to have been the result of
41 arbitrary, discriminatory or capricious conduct in the
42 administration of the exclusive referral procedures.
43 Decisions of the Local Joint Referral Disputes
44 Committee shall be rendered in writing, signed by the
45 committee members, transmitted to all parties to the
46 dispute and reported to the National Joint Rules and
47 Standards Committee. Such decision shall be final
48 and binding.

49 3.2.4 In the event the Local Joint Referral Disputes
50 Committee fails to render a decision, it shall submit the
51 dispute to an impartial umpire to be appointed by the
52 National Joint Rules and Standards Committee. The
53 appointed umpire will have full authority to determine
54 the merit of such dispute and to fashion an appropriate
55 remedy. In cases where the dispute involves a claim
56 of misapplication of referral procedures by the Local,
57 an appropriate remedy will include payment of lost

58 wages to the disputant by the Local only where such
59 misapplication is found to have been the result of
60 arbitrary, discriminatory or capricious conduct in the
61 administration of the referral procedures. The fees and
62 expenses of the umpire will be assessed among the
63 participants at the discretion of the umpire absent prior
64 agreement. Decisions of the impartial umpire will be
65 final and binding.

66 3.2.5 Prior to a request for a Local Joint Referral
67 Disputes Committee hearing, the individual shall
68 exhaust all available remedies with the administrator of
69 the Local Joint Referral Rules as specified in Article 9
70 below.

1 **4. OUT-OF-WORK LISTS**

2 4.1 The Local union shall establish and maintain
3 an out-of-work list for registration and referral of
4 qualified Boilermaker journeymen and other applicable
5 classifications. Registrants shall be referred from the
6 out-of-work list in a nondiscriminatory, fair and equitable
7 manner. This may include provisions to alleviate
8 inequities or problems that arise due to variations of job
9 duration or job requirements. Additional out-of-work
10 lists for registration of qualified Boilermaker journeymen
11 and other applicable classifications may, where
12 circumstances warrant, be established only on the
13 basis of residency and/or work experience in the area
14 of primary labor supply, which shall be a geographical
15 area defined in the terms of state, county, city, or zone
16 boundaries, or a combination thereof as determined by
17 the Local Joint Referral Rules Committee.

18 4.2 A separate out-of-work list may where
19 circumstances warrant be established for registration
20 of applicants with less than the qualifications necessary
21 to be classified as a Boilermaker journeyman,
22 apprentice or other classification. Such lists shall
23 be maintained and operated in a fair, equitable, and
24 nondiscriminatory manner.

1 5. REGISTRATION

2 5.1 Local No. 13 shall establish and maintain an
3 appropriate nondiscriminatory registry facility for
4 qualified construction Boilermakers, apprentices and
5 other applicable classifications, as defined under the
6 Agreement. Applicants available for employment and
7 wishing to register for referral must be in possession
8 of a current MOST drug screen certification, or a
9 timely chain of custody receipt indicating that a
10 MOST drug screen certification may be issued.
11 Verification of current drug screen certification will be
12 the responsibility of the Local through the offices of
13 MOST.

14 5.1.1 It is the intent of the parties that priority
15 in job opportunities to the extent allowed by law is
16 established to assure the employers a reliable source
17 of employees experienced at the work standards in
18 the area and so as to assure employees that as they
19 grow older their long service in the area will not go
20 unrewarded.

21 5.1.2 Qualified construction Boilermakers who
22 have the minimum qualifications as required in
23 section 6.1.1 of these Rules and (1) who have further
24 established at least 6,000 hours of Boilermaker field
25 construction experience within the geographical
26 jurisdiction of the Local, or (2) who have satisfactorily
27 served an apprenticeship in the trade of field
28 construction Boilermaker (subject to Section 6.1.2 of
29 the Rules) within the geographical jurisdiction of the
30 Local or (3) who have successfully completed the
31 welding and written tests described in Section 6.1.1.1
32 which were administered by this Local's Joint Referral
33 Rules Committee, shall register on the qualified
34 construction Boilermaker journeyman "A" out-of-work
35 list and shall be given priority referral.

36 5.1.3 Qualified construction Boilermakers who do
37 not meet the established requirements as stated in
38 Section 5.1.2 above shall register on the secondary
39 qualified construction Boilermaker journeyman "B"
40 out-of-work list and shall be given referral when the
41 primary out-of-work list becomes exhausted.

42 5.1.4 Qualified construction Boilermaker
43 apprentices meeting the requirements of 6.1.2 of
44 these Rules shall be requisitioned by employers
45 and referred according to the ratio in the applicable
46 local or area agreement, and in compliance with all
47 provisions of these Rules, and with the National and
48 Area Apprenticeship Standards.

49 5.2 Place of Registration

50 The registry for referral shall be the office of
51 Boilermaker Local No. 13 at 2300 New Falls Road,
52 Newportville, Pennsylvania 19056.

53 5.3 Registrar-Dispatcher

54 The registrar and dispatcher for the exclusive
55 referral system shall be the business manager of the
56 Local or his designated representative.

1 **6. APPLICANTS FOR REGISTRATION**

2 6.1 Boilermaker Classifications

3 All applicants for registration on out-of-work lists
4 shall be required to complete a nondiscriminatory
5 application form setting forth required personal
6 statistics together with a detailed record of experience
7 and qualifications in the trade in order to be properly
8 registered in one of the following classifications:

9 6.1.1 Qualified Construction Boilermaker:

10 6.1.1.1 Boilermakers shall be qualified for
11 registration on a Boilermaker out-of-work list, (1)
12 who can satisfactorily establish that they have had at
13 least six thousand (6,000) hours of actual, practical
14 working experience in the boilermaking trade in
15 the building and construction industry, or (2) who
16 have satisfactorily served an apprenticeship in the

17 trade of field construction Boilermaker under an
18 apprenticeship program approved by the United
19 States Bureau of Apprenticeship Training or State
20 Division of Apprenticeship Standards, or (3) who are
21 certified ASME pressure welders and pass an ASME,
22 6-G, GTAW-SMAW weld test to the satisfaction
23 of a Local Joint Referral Rules Committee or its
24 designee; and who successfully complete a written
25 exam administered by a Local Joint Referral Rules
26 Committee. The written exam will be developed by
27 the Boilermakers National Apprenticeship Program/
28 MOST Optimization Committee.

29 6.1.1.2 The number and manner of Boilermakers to
30 be recruited under the provisions of 6.1.1.1 (3) shall
31 be determined by the International Vice President of
32 the area, when in his judgment, a Local does not have
33 an adequate supply of certified welders. Boilermakers
34 recruited under these provisions shall serve a
35 probationary period of up to 6000 hours, with periodic
36 review by the Local Joint Referral Rules Committee.
37 During and upon completion of the probationary
38 period, the Local Joint Referral Rules Committee will
39 decide if the individuals meet the requirements to
40 continue as field construction Boilermakers.

41 6.1.1.3 Irrespective of any other criteria for eligibility
42 specified in these Rules, a Boilermaker welder with
43 less than six thousand (6,000) hours of Boilermaker
44 field construction experience shall be permitted to
45 register and be referred to employment as a welder
46 from this Local's secondary qualified construction

47 Boilermaker out-of-work list ("B" journeyman list)
48 when meeting the requirements of Section 6.1.1.4.

49 6.1.1.4 Within this Local's geographical jurisdiction,
50 the welder must certify or maintain certification
51 with employers signatory to a collective bargaining
52 agreement in the boilermaking construction industry
53 to perform code welding of boiler tubes, down comers
54 and similar pressure parts or any other specialty
55 welding that may be agreed to in the future by the
56 National Joint Rules and Standards Committee.

57 6.1.1.5 Construction Boilermaker Welder:

58 Verification of a welder's current welding
59 certification with an employer will be the responsibility
60 of the Local through the offices of Common Arc or
61 M.O.S.T. Boilermaker welders failing to pass two
62 (2) consecutive welding certification examinations
63 shall have their eligibility for registration as a welder
64 revoked. A welder's revocation will continue until such
65 time that he or she participates in a welder training
66 program and certifies with an employer signatory to
67 a collective bargaining agreement in the boilermaking
68 construction industry.

69 6.1.1.6 Effect of Military Service Upon Special
70 Certifications

71 When a Boilermaker applicant possessing
72 certified special skills (e.g. welding) is activated for
73 service in any branch of the United States Armed

74 Services for a period of active service not exceeding
75 that which is protected by USERRA or applicable
76 law results in the expiration of such certification,
77 the Boilermaker, when returning to actively seeking
78 employment, will not lose any referral opportunity
79 as a result of the expired certification. Rather, the
80 Boilermaker's referral status shall be "Currently
81 Eligible, Retest Required." Any contractor to whom
82 the Boilermaker is referred will be advised of the
83 Boilermaker's prior certification with that contractor
84 and the contractor will be requested to provide a
85 retest for the purpose of renewing the certificate.
86 The Boilermaker shall be given a reasonable time to
87 prepare for and successfully complete the retest.

88 6.1.2 Qualified Boilermaker Apprentice:

89 Boilermaker apprentices shall be qualified for
90 registration who can establish they are indentured,
91 in good-standing, and serving an apprenticeship
92 as a field construction Boilermaker under an
93 apprenticeship program approved by the United
94 States Bureau of Apprenticeship Training or State
95 Division of Apprenticeship Standards. A Boilermaker
96 apprentice who is suspended or terminated from
97 the apprenticeship program shall be deemed "not
98 in good-standing" for the term of the suspension or
99 termination.

100 6.1.3 Any other classifications as defined and
101 contained in the applicable collective bargaining
102 agreement.

103 6.2 Supplementary Out-Of-Work Lists

104 When applicants wish to register and do not qualify
105 as a Boilermaker journeyman, apprentice or other
106 classification, they may register on a supplementary
107 out-of-work list established in accordance with 4.2 of
108 these Rules and be referred for work under the terms
109 and conditions of the applicable collective bargaining
110 agreement.

111 6.3 Confirmation Of Availability

112 6.3.1 Irrespective of any other provisions in
113 these Rules, journeyman "A" Boilermakers and
114 apprentices shall be allowed to work in non-
115 construction facilities under Boilermaker contracts
116 such as shops, shipyards, marine, and manufacturing
117 while maintaining registration on the respective out-
118 of-work list. Journeyman "A" Boilermakers refusing
119 a job when called for work while working at a non-
120 construction facility will be subject to the referral
121 suspension of Section 8.1.2. Apprentices working
122 at a non-construction facility may not refuse a work
123 referral when called for work except for compelling
124 reasons as determined by the business manager.

125 6.3.2 Placement on Out-of-Work List Protected 126 During Military Service

127 When a Boilermaker applicant duly registered
128 on any out-of-work list governed by these referral
129 standards is activated for service in any branch of the

130 United States Armed Services for a period of active
131 service not exceeding that protected by USERRA
132 or other applicable law and subsequently returns to
133 actively seeking employment, his place on the out-of-
134 work list will be, to the extent possible, that which he
135 would have held but for the time spent on active duty,
136 even if such requires placing him at the top of the list.

137 6.3.3 Applicants to the primary journeyman referral
138 "A" list shall re-register or reconfirm their availability for
139 job referral at least every two (2) weeks by telephone or
140 in person at the Dispatch Office of Local Lodge No. 13.

141 6.3.4 Applicants to the secondary journeyman
142 referral "B" list shall reconfirm their availability for job
143 referral at least once a week in person, between the
144 hours of 9 a.m. and 12 noon on Wednesdays, in order
145 to maintain their position on the out-of-work list.

146 6.3.5 Registrants shall be available by telephone
147 within a reasonable time or the next senior applicant on
148 the list will be called. The dispatcher's discretion shall
149 prevail in terms of "reasonable" in consideration of the
150 requirements of the employer's work order being filled
151 at the time of the call.

152 6.3.6 An applicant shall not be considered as
153 eligible for registration on an out-of-work list if he or she
154 is registered on any other out-of-work list in compliance
155 with the National Minimum Standards or is working at
156 the Boilermaker trade in any geographical location with
157 the exception as stated in Article 6.3.8 below.

158 6.3.7 If it is found that an applicant placed his or her
159 name on the out-of-work list in violation of the above,
160 their name shall be removed immediately from the list
161 and they shall be notified by mail to their last known
162 address.

163 6.3.8 A registrant who has been referred to work
164 from this dispatch office to a geographical area other
165 than Local No. 13 will remain registered on this out-of-
166 work list, and be considered as short time status.

167 6.3.9 Registrants obtaining employment in the
168 Boilermaker Field Construction Trade not through the
169 local referral system will be required to immediately
170 notify the local dispatcher of such employment,
171 and will be removed from the local referral list in
172 compliance with 6.3.3. Registrants hired directly by
173 the management of a Building Trades construction
174 or maintenance contractor will be removed from the
175 out-of-work list according to Section 7.9. Failure to
176 comply with this section will result in implementation
177 of Section 8 of these rules.

178 6.3.10 Registrants on the out-of-work list will be
179 called or contacted at a phone number or address he
180 designates within the local union geographical area,
181 including the following telephone area code numbers:
182 201, 215, 301, 302, 410, 609, 610, 717, and 908.

1 **7. NONDISCRIMINATORY REFERRAL**

2 7.1 Competent and qualified registrants shall be
3 referred and employed exclusively from the out-of-work
4 lists in a nondiscriminatory, fair and equitable manner.
5 This shall be done immediately and in accordance with
6 the requirements of the employer's job.

7 7.2 The union and the employer agree that referral of
8 all classifications of construction Boilermakers shall be
9 on the following basis:

10 7.2.1 Selection of applicants for referral shall be
11 on a non-discriminatory basis and shall not be based
12 upon or in any way affected by union membership, by-
13 laws, rules, regulations, constitutional provisions, or
14 any other aspect or obligation of union membership
15 policies or requirements.

16 7.2.2 The employer retains the right to reject any
17 job applicant referred by the union. In the event the
18 employer does reject the job applicant, the applicant's
19 status on the out-of-work list shall not be affected. The
20 employer shall upon request, give reasons in writing
21 for rejecting any applicant who has been referred for
22 employment.

23 7.2.2.1 The employer shall have the right to reject
24 any job applicant referred by the union who has not
25 satisfactorily completed a M.O.S.T. ten (10) hour safety
26 training class or another OSHA ten (10) hour course,

27 provided the employer has previously stipulated this to
28 be a condition of employment. This stipulation should
29 be reduced to writing as soon as is practical by the
30 employer and provided to the union for its records.

31 7.2.3 The union and the employer shall post, in
32 places where notices to all employees and applicants
33 for employment are customarily posted, all provisions
34 relating to the functioning of the Local Joint Referral
35 Rules. The Local referral agency shall furnish to each
36 jobsite a copy of the Local Joint Referral Rules for
37 posting.

38 7.3 Requests by employers for key Boilermakers
39 to act as foremen shall be honored without regard to
40 the requested Boilermaker's place on the out-of-work
41 list. Due to the extensive knowledge required of the
42 steward in the application of the bargaining agreement,
43 jurisdiction, etc., the steward shall be appointed by the
44 union without regard to position on the referral list.

45 7.4 A bona fide request by employers for
46 Boilermakers with special skills and abilities shall be
47 honored and filled in accordance with Section 7.1. To
48 assure all employers an adequate supply of Boilermaker
49 welders for each job shift, the union shall refer welders
50 to jobs at no more than 125% of the available welding
51 leads connected to machines in service. Exceptions to
52 this rule shall be allowed for job conditions that require
53 rotation of welders because of unusual or safety related
54 working conditions.

55 7.5 Selection of applicants and transfer of
56 employees

57 7.5.1 For any job performed within the geographical
58 jurisdiction of the Local, an employer shall have the right
59 to use these procedures for selection of applicants and
60 transfer of employees as an alternative to the selection
61 and transfer provisions of the applicable Boilermaker
62 collective bargaining agreement, or when no provisions
63 are contained in the applicable agreement. Each
64 employer shall establish a list of preferred Boilermaker
65 applicants from this local's journeymen "A" out-of-work
66 list which may be updated once per calendar quarter.
67 The employer will consider skills, attendance, reliability,
68 and work performance when adding applicants to or
69 removing applicants from the preferred list. Skills shall
70 be based on four categories: (1) welder, (2) rigger, (3)
71 layout/blueprint, (4) general mechanic.

72 7.5.1.1 All preferred applicants must have and
73 maintain a current MOST drug screen certification.

74 7.5.1.2 Preferred welders must be currently
75 registered in Common Arc. Upon failure to promptly
76 update certification of all welders on each jobsite, an
77 employer may not be allowed to use priority referral of
78 Common Arc welders or preferred welders on future
79 jobs as determined by the National Committee after
80 recommendation from the Local Committee. It is
81 the intent of the National Joint Rules and Standards
82 Committee that employers utilizing the Common Arc

83 Program in a Local must make an earnest effort to
84 certify all welders who avail themselves to scheduled
85 Common Arc tests.

86 7.5.1.3 All preferred applicants must complete
87 the MOST safety training program when sufficient
88 opportunity is made available as determined by the
89 Local Joint Referral Rules Committee. Applicants not
90 availing themselves to complete the training program
91 may be removed from all employers' preferred lists.

92 7.5.1.4 All preferred applicants must complete
93 additional programs as determined by the National
94 Joint Rules and Standards Committee.

95 7.5.1.5 Upon receiving an employer's list of preferred
96 applicants, the local shall designate each preferred
97 applicant to that employer using the same procedure
98 for designating Common Arc welders to an employer.

99 7.5.1.6 All questions or disputes arising from the
100 implementation of this Article shall be presented
101 to the Local Joint Referral Rules Committee for
102 recommendation to the National Joint Rules and
103 Standards Committee.

104

105 7.5.1.7 When refusing referrals under this article,
106 regular and preferred applicants shall be subject to
107 the referral suspension of Section 8.1.2.

108 7.5.2 Selection of applicants

109 7.5.2.1 The first two (2) employees on a job shall
110 be the foreman, selected by the employer, and
111 the steward, selected by the business manager,
112 regardless of their positions on the out-of-work list.

113 7.5.2.2 Except for foremen and stewards, applicants
114 shall not be referred by name.

115 7.5.2.3 The first applicant, after the foreman and
116 steward, shall be referred according to regular
117 placement on the journeyman "A" out-of-work list and
118 skills required.

119 7.5.2.4 The next applicant shall be from among
120 the employer's preferred applicants according to
121 placement on the journeyman "A" out-of-work list and
122 skills required.

123 7.5.2.5 Additional referrals shall continue in the
124 above order on a one-to-one ratio until a maximum
125 of twenty (20) applicants have been referred. When
126 available and except for special circumstances,
127 the local shall refer apprentices in keeping with the
128 apprentice ratio of the applicable collective bargaining
129 agreement. Referral of foremen classifications by
130 name and apprentice referrals shall not replace
131 referrals of the employer's preferred applicants.

132 7.5.2.6 After twenty (20) applicants including
133 apprentices have been referred, additional referrals
134 shall be according to regular placement on the out-of-
135 work list and skills required.

136 7.5.2.7 When one-hundred (100) or more
137 Boilermakers are on jobs with scheduled shifts, there
138 shall be no more than ten (10) preferred applicants
139 selected per shift and no more than twenty (20)
140 preferred applicants selected per job in keeping with
141 the one-to-one referral stated in 7.5.2.3 and 7.5.2.4.

142 7.5.3 Transfer of employees

143 7.5.3.1 The employer may transfer Boilermaker
144 employees from one job to another job within the
145 Local's geographical jurisdiction.

146 7.5.3.2 The number of employees transferred
147 shall not exceed a total of seven (7), consisting of
148 a foreman, a steward, and up to five (5) additional
149 Boilermaker employees. When available and except
150 for special circumstances, one (1) of the five (5) shall
151 be an apprentice. The steward shall be transferred
152 from the existing job or selected from the out-of-work
153 list as determined by the business manager.

154 7.5.3.3 The next five applicants including apprentices
155 shall be referred according to regular placement on
156 the out-of-work list and skills required. Additional
157 employees shall be referred on a one-to-one ratio
158 according to 7.5.2.3 and 7.5.2.4 until a maximum of
159 ten (10) additional applicants have been referred.
160 After ten (10) applicants including apprentices have
161 been referred, additional referrals shall be according
162 to regular placement on the out-of-work list and skills
163 required.

164 7.5.3.4 For each employer's job, there shall be
165 a combination of no more than ten (10) preferred
166 applicants referred from the out-of-work list or
167 transferred from another job except as otherwise
168 allowed by 7.5.2.7.

169 7.5.4 Reduction of crews

170 7.5.4.1 When reducing crews, the employer shall
171 determine which Boilermaker employees shall be
172 laid off. However, when a shift is reduced to an
173 equal number of regular and preferred Boilermakers,
174 the one-to-one ratio will then apply to the remaining
175 layoffs, provided that the remaining Boilermakers
176 have the skill required.

177 7.6 An apprentice not satisfactorily completing
178 the apprenticeship program shall not be allowed
179 to apply the hours or welding certification obtained
180 during the apprenticeship program toward the six
181 thousand (6000) hour journeyman status or towards
182 the provisions as specified in Section 6.1.1.3 above.
183 Additionally, an apprentice shall not be allowed to
184 apply any hours or welding certification obtained while
185 on suspension or termination from the apprenticeship
186 program toward the six thousand (6000) hour
187 journeyman status or towards the provisions as
188 specified in Section 6.1.1.3 above.

189 7.7 After a period of temporary disability
190 and where the referral office is aware of same, an
191 applicant will be required to furnish the referral office
192 with written medical evidence of release to perform
193 Boilermaker field construction work.

194 7.8 Referral applicants refused employment
195 or employees discharged by employers for failing a
196 drug/alcohol test on any job where testing is required
197 or discharged for failing an initial/annual MOST drug
198 test shall be suspended from the applicable out-of-
199 work list for a minimum of twenty-one (21) days and
200 shall not be allowed to re-register until passing a drug/
201 alcohol test within five (5) days prior to the date of
202 registration. Such test shall meet the requirements of
203 the MOST drug screening procedure.

204 7.9 Suspension of Apprentices

205 Any Boilermaker apprentice who has been
206 suspended or terminated from the apprenticeship
207 program shall be removed from the apprentice out-
208 of-work list immediately upon notification from the
209 apprenticeship program. Suspension from the
210 apprentice out-of-work list shall be for the duration of
211 the period the Boilermaker apprentice is suspended
212 or terminated from the apprenticeship program.

213 7.10 Any applicant who works ten (10) days or
214 less on a job to which he has been referred shall, upon
215 registration after lay-off, be placed on the out-of-work
215 list in the position he occupied prior to his referral.

216 Should the employee work one (1) day or less and is
217 laid-off, it will not count as a complete referral and he
218 will retain his place on both the long and short time
219 lists.

220 7.11 On short time jobs, inclement weather days
221 do not count if the job does not work. HOWEVER,
222 when an applicant is referred to a short time job, he
223 shall remain on that job for its duration. After being
224 on the job more than ten (10) days, his name will be
225 removed from the out-of-work list.

226 7.12 When more than one (1) journeyman is laid off
227 on the same date, their names shall be placed on the
228 referral list with priority given to the earliest previous
229 in-dates on the referral cards.

230 7.13 Plate welders failing three (3) plate tests
231 within any twenty-four (24) month period shall not
232 be referred as a plate or pressure welder until the
233 applicant has demonstrated that his skills have
234 improved to the satisfaction of the Local Joint Referral
235 Committee.

236 7.14 Pressure welders failing three (3) pressure
237 tests within any twenty-four (24) month period shall
238 not be referred as a pressure welder until the applicant
239 has demonstrated that his skills have improved to the
240 satisfaction of the Local Joint Referral Committee.

241 7.15 An applicant who has had the opportunity
242 to upgrade his welding skills and passed a welding

243 test with a contractor or by some testing laboratory
244 shall upon presentation of the test papers to the local
245 dispatcher be reinstated as a welder in the respective
246 classification indicated on the testing papers.

1 **8. SUSPENSION AND REMOVAL FROM OUT-OF-
WORK LISTS**

2 Any Boilermaker employee or referral
3 applicant who receives a referral suspension shall
4 not be referred during the suspension period either
5 by the Local imposing the suspension or by any
6 Local whose geographical jurisdiction borders on that
7 Local. The Local imposing the suspension shall apply
8 it immediately and notify the bordering locals of the
9 individual's name and the duration of the suspension.

10 Boilermaker applicants serving a referral
11 suspension shall inform any Local where they are
12 seeking work of the suspension and in what Local it
13 occurred. An applicant circumventing this policy by
14 withholding the information from any Local may be
15 found to have interfered with the exclusive referral
16 procedures and be subject to a ninety (90) day
17 suspension in the locals where the initial referral
18 suspension was imposed.

19 **8.1 Twenty-one (21) Day Suspension**

20 An individual shall be suspended from
21 the out-of-work list and ineligible to be referred for
22 employment for a twenty-one (21) day period for any
23 of the following:

24 8.1.1 Accepting a referral and not reporting to the
25 job ready for work at the appointed time unless the
26 individual has a reasonable excuse approved by the
27 employer and business manager.

28 8.1.2 Two (2) consecutive refusals of offered
29 employment from the primary journeyman ("A") or from
30 the apprentice out-of-work list within the jurisdiction
31 of the Local referral facility, unless the registrant
32 has a reasonable excuse which is acceptable to the
33 business manager. The dispatcher shall begin by
34 making referral offers to registrants on the primary
35 journeyman ("A") list. Any excuse or excuses must
36 be noted each time of occurrence on the individual's
37 referral record.

38 Failing to fill the job order, the dispatcher
39 shall begin offering referrals to registrants on
40 the secondary journeyman ("B") out-of-work list.
41 Registrants on the secondary journeyman ("B") list
42 and all other registrants except for 8.1.2 above must
43 accept the job on the first offer or be suspended from
44 the list if no reasonable excuse exists. Any excuse or
45 excuses must be noted each time of occurrence on
46 the individual's referral record.

47 If the job or jobs have not been filled, the
48 dispatcher shall start again with the primary ("A") out-
49 of-work list and apply referral suspensions to those
50 registrants who acquire two (2) consecutive refusals.
51 The dispatcher shall then call other Boilermaker locals
52 or utilize the MOST Manpower Reserve Center.

53 8.1.3 Discharge from employment for just cause,
54 including absenteeism. The employer will have cause
55 to discharge for absenteeism any employee who is
56 excessively absent or who is absent from work for two
57 consecutive days without prior approval or who on the
58 second day fails to call in and notify the employer within
59 two hours of the start of their regularly scheduled shift.
60 In addition to the referral penalty specified herein, an
61 employer will have cause to reject for up to six months
62 any applicant, which it has previously discharged for
63 excessive or habitual absenteeism as defined by the
64 employer's attendance policy. The employer must
65 provide written notification of all such action to the
66 appropriate referral facilities pursuant to Sections 11
67 and 12 of these referral procedures.

68 8.1.4 Quitting or leaving a job without approval from
69 the employer and business manager. Such approval
70 shall not be unreasonably withheld. If requested, the
71 employer shall timely notify the individual in writing of
72 the reason that such approval was withheld. Approval
73 by the employer shall be reduced to writing and
74 forwarded to the Local for its records. An employer
75 may regard an employee who is absent from work as
76 described in 8.1.3 above as having constructively quit
77 employment without approval. The employer must
78 provide written notification of all such action to the
79 appropriate referral facilities pursuant to Sections 11
80 and 12 of these referral procedures.

81 8.1.5 Imposition And Appeal of Twenty-one (21)
82 Day Suspension

83 All suspensions imposed pursuant to Section
84 8.1 of these Rules shall be immediately imposed and
85 applied against the individual in question. It shall be
86 the responsibility of the referral agent to advise any
87 registrant or applicant for registration on the out-of-work
88 list of any such suspension. The individual shall have
89 the right to file a timely dispute or grievance, whichever
90 procedure is applicable, challenging the propriety of
91 the suspension imposed. However, such suspension
92 will not be held in abeyance pending exhaustion of the
93 grievance and/or dispute procedure. The time period
94 for invoking the applicable procedure shall begin to
95 run when the affected individual is reasonably notified
96 of the suspension or circumstances requiring a
97 suspension pursuant to 8.1 of these Rules.

98 8.2 Thirty (30) Day Suspension

99 An individual shall be suspended from
100 the out-of-work lists and ineligible to be referred
101 for employment for a thirty (30) day period for the
102 following:

103 8.2.1 A second discharge from employment for
104 just cause within a six (6) month period.

105 8.3 Ninety (90) Day Suspension

106 An individual shall be suspended from
107 the out-of-work lists and ineligible to be referred
108 for employment for a ninety (90) day period for the
109 following:

110 8.3.1 Intentionally supplying the Local referral
111 agency with false data, records, or other information
112 used to establish qualification for registration and/or
113 referral.

114 8.3.2 Three (3) discharges from employment for
115 just cause within any twelve-month period.

116 8.3.3 Discharge from employment obtained under
117 the auspice of the exclusive referral procedures for
118 unlawful assault and/or battery.

119 8.3.4 Intentional interference with proper operation
120 of the exclusive referral procedures by obtaining or
121 seeking to obtain bargaining unit employment with
122 a signatory employer directly, in circumvention of
123 the exclusive referral procedures, or by any other
124 act calculated to circumvent and/or disrupt efficient,
125 fair and equitable operation of the exclusive referral
126 procedures.

127 8.3.5 Illegal strike activity.

128 8.3.5.1 Involvement in any illegal strike or any work
129 stoppage, slowdown, or other misconduct intended to
130 effect a curtailment of work in violation of the no strike
131 obligation of the Collective Bargaining Agreement.

132 8.3.5.2 Insistence upon recognition of any picket
133 when such is in violation of a no strike obligation in
134 the applicable Collective Bargaining Agreement.

135 8.4 Imposition And Appeal of Thirty (30) And
136 Ninety (90) Day Suspensions

137 8.4.1 Any individual against whom a suspension is
138 prospectively to be applied pursuant to the foregoing
139 provisions of 8.2 and 8.3 shall be first given notice and
140 opportunity to have the propriety of such suspension
141 considered through timely invocation of the appropriate
142 grievance and/or dispute procedure. The time period
143 for invoking the applicable procedure shall begin
144 to run when the affected individual is reasonably
145 notified of the suspension or circumstances requiring
146 a suspension pursuant to 8.2 or 8.3 of these Rules.
147 No such suspension will be implemented against any
148 individual except upon a final determination as to the
149 propriety of such suspension in accordance with the
150 appropriate grievance or dispute procedure or upon
151 default or waiver by the individual of his right to grieve
152 or dispute the matter in a timely fashion.

153 8.4.2 It shall be the responsibility of the referral agent
154 to advise a registrant or an applicant for registration
155 on the out-of-work list of any prospective suspension
156 then outstanding. Assuming that applicable time
157 limits have not yet expired, the registrant or applicant
158 for registration must, at that time, make an election
159 either to initiate the appropriate procedure or waive
160 any right to do so. Failure to invoke the applicable
161 procedure in a timely fashion will, in any event, constitute
162 default. If the appropriate procedure is initiated
163 in a timely fashion, imposition of any suspension will
164 be held in abeyance pending a final determination

165 pursuant to 8.4.4 below.

166 8.4.3 If the registrant or applicant for registration
167 waives invocation of the appropriate grievance or
168 dispute procedure, or defaults, the suspension will
169 become effective and will be applied immediately
170 to one who is then registered and applied against
171 any other upon registration or termination of current
172 employment.

173 8.4.4 Should a registrant or applicant for registration
174 elect to contest in a timely fashion any action which
175 may lead to a suspension pursuant to 8.2 or 8.3, then
176 such individual will be registered on the out-of-work
177 list and be considered eligible for employment during
178 the pendency of such grievance or dispute. Should
179 any suspension be ultimately determined appropriate
180 as against that individual by virtue of a final decision
181 achieved through either the appropriate grievance
182 or dispute procedure, then such suspension will be
183 applied immediately against that individual if then
184 registered, or upon registration or termination of
185 current employment.

186 8.5 Imposition Of And Appeal From Sanctions
187 For Serious Or Chronic Misconduct

188 8.5.1 Misconduct demonstrating an individual's
189 unsuitability for further employment as a field
190 construction Boilermaker (e.g. acts of violence,
191 sabotage, job site theft, serious and chronic violations

192 of referral rules) will be referred to the National Joint
193 Rules and Standards Committee for consideration
194 and recommendation. Such misconduct may be
195 cause for more serious disciplinary action up to and
196 including permanent removal from all out-of-work lists
197 in conformance with the Uniform Referral Standards.

198 8.5.2 Should the National Joint Rules and
199 Standards Committee be caused to believe that
200 an individual has in accordance with the preceding
201 paragraph, demonstrated himself unsuitable for further
202 employment as a field construction Boilermaker, the
203 committee shall advise the individual in question
204 in writing of its tentative conclusions and provide a
205 reasonable opportunity for such individual to show
206 cause why serious disciplinary action up to and
207 including permanent removal from all out-of-work lists
208 in conformance with the Uniform Referral Standard
209 should not be imposed.

210 8.6 Grievances And Referral Disputes

211 In the operation of these exclusive referral
212 procedures, referral suspensions may be imposed
213 either as a direct result of employer action or by
214 ministerial action of the referral agent in the course
215 of administrating the provisions of exclusive referral
216 procedure.

217 8.6.1 Grieve Employer Action

218 If the suspension would not be imposed but
219 for action taken by an employer, such employer action
220 and related suspension must be grieved through
221 the basic grievance procedure of the applicable
222 collective bargaining agreement. (e.g. a discharge for
223 asserted just cause and related twenty-one (21) day
224 suspension).

225 8.6.2 Dispute Hiring Hall Action

226 If the suspension is otherwise imposed as
227 the result of ministerial action of the referral agent,
228 such is properly the subject of the referral disputes
229 procedures (e.g. two (2) consecutive refusals of
230 offered employment) as are all complaints concerning
231 fair, equitable, and nondiscriminatory operation of the
232 referral procedures.

233 8.6.3 Cumulative Suspensions

234 If an individual grieves an employer action,
235 the consequences of which could include a suspension
236 of cumulative duration (thirty (30) and ninety (90) day
237 suspensions for repeated discharge for just cause),
238 such circumstances will be reviewed by the Local Joint
239 Referral Disputes Committee upon exhaustion of the
240 basic grievance procedure and prior to imposition of
241 any cumulative suspension.

242 8.6.4 Rescission Or Modification Of Suspensions

243 Both the employer and union representatives
244 to the basic grievance procedure and/or the Local
245 Joint Referral Disputes procedure, as to all matters
246 properly presented, shall be empowered to rescind or
247 modify any suspension as they see fit.

1 **9. LOCAL JOINT REFERRAL DISPUTES**
PROCEDURE

2 9.1 Resolving A Referral Dispute With The
3 Business Manager

4 An individual must first make an earnest
5 effort to resolve a dispute with the Local union
6 business manager who is responsible for the
7 administration of the Local Joint Referral Procedures.
8 This must be done within seven (7) calendar days of
9 the time the individual becomes aware of the event or
10 events giving rise to the dispute. If the matter is not
11 satisfactorily resolved, the individual may submit the
12 matter for a hearing by a Local Joint Referral Disputes
13 Committee. This must be done by written notice to
14 the business manager within seven (7) calendar days
15 following failure to reach settlement of the dispute
16 outlined above.

17 9.2 Appointment Of Local Joint Referral Disputes
18 Committee

19 The business manager shall refer the written
20 dispute to the chairman of the Employers' Negotiating
21 Committee and the International Vice President. The
22 Vice President and employer chairman shall then
23 appoint the respective members to the Local Joint
24 Referral Disputes Committee. The individual and the
25 business manager may be required to submit in writing
26 (in advance of any hearing), any information needed to
27 properly resolve the dispute.

28 9.3 Appearance Bond

29 Individuals filing a written notice to the
30 business manager for a Local Joint Referral Disputes
31 Committee hearing, must attach to the written notice a
32 good faith bond in the amount of \$50.00. The bond will
33 be returned to the individual when appearing before
34 the Local Joint Referral Disputes Committee or if
35 excused from the need to appear before the Disputes
36 Committee.

1 **10. REPORTING OF SUSPENSIONS BY
LOCALS AND NATIONAL COMMITTEE**

2 All suspensions imposed shall be reported
3 immediately on appropriate forms to the National Joint
4 Rules and Standards Committee and to the individual.
5 Suspensions for violations under 8.3.5 will be

6 applied in all Local referral agencies governed by the
7 Uniform Referral Standards unless such suspension
8 is otherwise modified in accordance with the basic
9 grievance procedure or the Local Joint Referral
10 Disputes procedure.

1 **11. REPORTING BY EMPLOYERS**

2 Employers shall cooperate with the referral
3 agent by providing all information necessary and
4 relevant to proper functioning of the referral system
5 including written termination reports stating time, date
6 and reason for any and all terminations.

1 **12. REFERRAL AND TERMINATION RECORDS**

2 It shall be the responsibility of each employer
3 to provide and each Local to maintain detailed and
4 accurate referral and termination records for each
5 applicant referred to work within the jurisdiction of
6 the Local. Such records shall be subject to review
7 and use by the duly appointed Local Joint Referral
8 Disputes Committee or the Local Joint Referral Rules
9 Committee.

1 **13. AUDIT**

2 The National Joint Rules and Standards
3 Committee or its designated representative shall
4 have the right to audit, at any time, the operation of
5 any exclusive referral procedure that is subject to the
6 Uniform Referral Standards.

1 **14. CHANGE OR MODIFICATION**

2 The Joint Referral Rules may be changed or
3 modified from time to time by the Joint Referral Rules
4 Committee, subject to the provisions of Article 2,
5 Section 2.2.

1 **15. GENERAL SAVINGS CLAUSE**

2 It is not the intent of the Local Joint Referral
3 Rules Committee or the National Joint Rules and
4 Standards Committee in operating under the Rules,
5 Regulations and Standards set forth herein to
6 violate any laws or any rulings of any governmental
7 authority or State agency having jurisdiction of the
8 subject matter contained herein, and it is understood
9 and agreed between the members of the Local and
10 National Committees that, in the event any provision
11 or provisions of the Rules, Regulations and Standards
12 shall be held contrary to law, it shall not affect any other
13 provisions hereof.

14 Signed, Local Comm. Jan. 21, 1995

15 Approved, National Comm. Jan. 26, 1995

16 Amended, Local Comm. Sept. 27, 1996

17 Approved, National Comm. Sept. 27, 1996

18 Amended, National Comm. June 3, 1997

19 Approved, National Comm. June 3, 1997

- 20 Amended, Local Comm. Jan 20, 1998
- 21 Approved, National Comm. Feb. 18, 1998

- 22 Amended, Local Comm. June 19, 1998
- 23 Approved, National Comm. June 22, 1998

- 24 Amended, Local Comm. August 31, 1998
- 25 Approved, National Comm. Sept. 11, 1998

- 26 Amended, National Comm. Sept. 16, 2004
- 27 Approved, National Comm. Sept. 16, 2004

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