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Title: **Boilermaker Employers of Western Pennsylvania and International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers (IBB), AFL-CIO (2003)**

K#: **8990**

Employer Name: **Boilermaker Employers of Western Pennsylvania**

Location: **PA Pittsburgh**

Union: **International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers (IBB), AFL-CIO**

Local: **154**

SIC: **1623**

NAICS: **23892**

Sector: **P**

Number of Workers: **1200**

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ARTICLES OF AGREEMENT

between the

**INTERNATIONAL BROTHERHOOD
OF
BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

for

**Field Construction Work
performed within the jurisdiction of**

LOCAL UNION No. 154

Pittsburgh, Pennsylvania

(herein referred to as "Union")

and the

BOILERMAKER EMPLOYERS

of the

WESTERN PENNSYLVANIA AREA

(herein referred to as "Employer")



10

June 1, 2003 to May 31, 2006

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PREAMBLE

1 WHEREAS, the parties hereto have main-
2 tained a mutually satisfactory bargaining
3 relationship in the work area covered by
4 collective bargaining agreements between
5 them which have been in effect over a sub-
6 stantial period of years; and

7 WHEREAS, the International Brotherhood of
8 Boilermakers, Iron Shipbuilders, Blacksmiths,
9 Forgers and Helpers and/or subordinate
10 subdivisions thereof embrace within their
11 membership large numbers of qualified Jour-
12 neymen who have constituted in the past,
13 and continue to do so, a majority of such
14 employees employed by the Employer
15 herein:

16 NOW, THEREFORE, the undersigned Em-
17 ployer and Union in consideration of the
18 mutual promises and covenants contained
19 herein agree as follows:

SCOPE AND PURPOSE OF AGREEMENT

Article I

1 (a) The Employer recognizes the Union
2 as the sole bargaining agent for all of its
3 Construction Employees in the performance
4 of all work coming within the terms of this
5 Agreement, subject to provisions of existing
6 laws. The Employer agrees that, upon the
7 Union's presentation of appropriate evidence
8 of majority status among its employees in the
9 bargaining unit of the Employer covered by
10 this collective bargaining agreement, the
11 Union shall be voluntarily recognized as the
12 exclusive collective bargaining agent under
13 Section 9(a) of the NLRA for all employees
14 within the bargaining unit of the Employer on
15 all job sites within the jurisdiction of this
16 Agreement.

17 In the event of such a showing, the
18 Employer expressly waives any right to con-
19 dition voluntary recognition on the Union's
20 certification by the NLRB following an NLRB
21 election, unless a representation petition has
22 been filed by a Petitioner other than the
23 Employer prior to the Employer's voluntary
24 Section 9(a) recognition. The Employer ex-
25 pressly waives the right to seek an NLRB
26 election during the term of this contract, or
27 any right to abrogate or repudiate this con-
28 tract, during its effective term.

29 (b) This Agreement shall apply exclu-
30 sively to the territory herein referred to as the
31 Western Pennsylvania Area, composed of
32 the following counties:

33 Allegheny, Armstrong, Beaver, Bedford,
34 Blair, Butler, Cambria, Cameron, Clarion,
35 Clearfield, Elk, Fayette, Forest, Greene, In-
36 diana, Jefferson, Lawrence, McKean, Mercer,
37 Somerset, Venango, Warren, Washington
38 and Westmoreland, in the State of Pennsyl-
39 vania; Columbiana and Jefferson, in the
40 State of Ohio; Brooke and Hancock, in the
41 State of West Virginia.

42 This Agreement shall apply exclusively
43 to all of the Employer's field construction
44 work including but not limited to construction,
45 erection, rigging, field fabrication, assembling,
46 dismantling, unloading and repairing per-
47 formed in the field coming under the jurisdic-
48 tion of the Union.

49 (c) The parties to this Agreement rec-
50 ognize that stability in wages and working
51 conditions and competency of workmen are
52 essential to the best interest of the industry
53 and the public, and they agree to strive to
54 eliminate all factors which tend toward
55 unstabilizing these conditions. The parties
56 further agree to cooperate fully in carrying
57 out the intent of this paragraph.

58 The Union, as exclusive agent must
59 ensure only fully qualified Boilermakers are
60 assigned to jobs. The Union shall not refer
61 a Boilermaker who is receiving temporary
62 disability payments because of a compens-
63 able injury, except to the Employer from who
64 they are receiving disability benefits, if re-
65 quested by that Employer.

66 (d) It is the intent of the Employer and
67 the Union, in establishing working rules
68 herein to carry out the Policies and Principles
69 of the Work Rules Agreement as signed by
70 International President, Harold J. Buoy on
71 the 14th day of February, 1971, exclusive of
72 Article II, Paragraph C, therein.

FUNCTION OF MANAGEMENT

Article II

1 (a) The Employer shall have the right
2 to determine the extent of his operations at
3 all job sites including, but not limited to, the
4 selection of the kind of materials, supplies,
5 or equipment used in the prosecution of the
6 work, the right to plan, direct, and control job
7 site operations; to hire, promote, lay off, dis-
8 cipline or discharge for proper cause.

9 The Employer shall have the right to
10 transfer qualified Foremen, Area Foremen,
11 Pushers, and Journeyman Boilermakers from

12 one job assignment to another, within the
13 Plant location, where they are working. The
14 Employer may transfer Boilermaker employ-
15 ees from one construction or maintenance
16 project to another, within the jurisdiction of
17 Lodge 154, provided, however, the number
18 of Boilermakers transferred shall not exceed
19 eight (8) in number.

20 The eight (8) persons, if selected by
21 the Employer for transfer, shall consist of one
22 (1) Foreman and seven (7) Journeymen
23 Boilermakers. All Boilermakers in excess of
24 eight (8) in number which are needed for
25 work on another job or project of the Em-
26 ployer within the jurisdiction of Lodge 154
27 shall be referred from the hiring hall list of
28 available and qualified Boilermakers. The
29 Steward shall be selected by the Business
30 Manager of Local Lodge 154 from the hiring
31 list or he may elect to appoint as Steward
32 one (1) of the eight (8) persons which are
33 employed. The Employer may request, at his
34 discretion, a MOST Safety Person, Tool-run-
35 ners, and Tool room persons, to be assigned
36 by the Business Manager.

37 When requested by the Employer, the
38 Union shall refer a former employee back to
39 the Employer at the same job site, provided
40 he was laid off because of weather, lack of
41 supplies, strike, or other circumstances be-

42 yond the control of the Employer. Such
43 former employees may be requested for re-
44 turn to the Employer from which he was laid
45 off within thirty (30) days after layoff, pro-
46 vided he is unemployed.

47 (b) **Termination Notice.** Employees
48 may be terminated or discharged from em-
49 ployment for good cause only. Notice of dis-
50 charge must be given directly to the em-
51 ployee and a written notice must be given to
52 the Local Union Business Manager within
53 forty-eight (48) hours of the discharge, set-
54 ting forth the reason or reasons for the ac-
55 tion taken.

56 Employees have a right, if they so de-
57 sire, to file grievances, objecting to the ac-
58 tion taken by their Employer. Such grievance
59 must be filed within seventy-two (72) hours
60 of their discharge notice.

61 (c) Where customers require brass
62 pick up, it shall be complied with.

63 (d) The above statement of manage-
64 ment rights shall not waiver any of
65 management's prerogatives not herein ex-
66 pressed, nor shall it limit rights of the Union
67 either, in law or by contract.

NON-DISCRIMINATION

Article III

1 The Union and the Employer agree to
2 abide by all Executive Orders and subse-
3 quent amendments, thereto, regarding the
4 Civil Rights Act of 1964, pertaining to non-
5 discrimination in employment, in every re-
6 spect.

UNIFORM REFERRAL STANDARDS AND JOINT REFERRAL RULES

Article IV – Preamble

1 WHEREAS, collectively bargained stan-
2 dards for operation of locally administered
3 referral rules are required by federal law and
4 considered of utmost importance for effective,
5 fair and equitable referral of workers for per-
6 formance of work in the boilermaking indus-
7 try; and

8 WHEREAS, the International President
9 and the respective employer chairmen of
10 each Boilermaker National Agreement Nego-
11 tiating Committee have reactivated and ap-
12 pointed the National Joint Rules and Stan-
13 dards Committee for the purpose of review-
14 ing and revising, where necessary, the Mini-
15 mum Standards dated September 15, 1959;
16 and

17 WHEREAS, it is the desire of those
18 Employers who by agreement establish the
19 Local as their exclusive referral agent to re-
20 tain some means of effective control of the
21 work force, which is casual and transient by
22 nature of the industry, by negotiated, employ-
23 ment-related discipline implemented ministe-
24 rially through the offices of the Local.

25 NOW, THEREFORE, the following ex-
26 clusive referral rules are hereby established:

Section 1 — Scope

1 **Section 1.1** In accordance with the
2 non-discriminatory Uniform Referral Stan-
3 dards established by the National Joint Rules
4 and Standards Committee and the Local No.
5 154 Collective Bargaining Agreement, the
6 below-signed duly established Joint Referral
7 Rules Committee has adopted the following
8 rules and standards which shall govern the
9 exclusive referral procedure in the geographi-
10 cal area under the jurisdiction of Local No.
11 154.

Section 1.2 Normal Labor Market

1 The normal labor market shall be the
2 area of geographical jurisdiction of the Local
3 as allocated or reallocated by the Interna-
4 tional Brotherhood of Boilermakers.

Section 2 — Local Joint Referral Rules Committee

1 In accordance with the Collective Bar-
2 gaining Agreement and the Uniform Referral
3 Standards established by the National Joint
4 Rules and Standards Committee, the Local
5 Joint Referral Rules Committee shall be se-
6 lected and empowered as follows:

1 **Section 2.1 Selection:** The Local
2 Joint Referral Rules Committee shall be com-
3 posed of a minimum of two (2) Employer rep-
4 resentatives and two (2) Union representa-
5 tives. The Employer representatives shall be
6 appointed by the chairman of the Local or
7 area employers' negotiating committee. The
8 Union representatives shall be appointed by
9 the Local Business Manager.

1 **Section 2.2 Duties:** The Local Joint
2 Referral Rules Committee shall be empow-
3 ered to establish, interpret or modify from
4 time to time, as deemed advisable for the
5 operation of the exclusive referral procedure,
6 any and all rules and regulations, consistent
7 with the Uniform Referral Standards, includ-
8 ing the establishment of appropriate out-of-
9 work lists. Such proposed rules or modifica-
10 tions shall be submitted to the National Joint
11 Rules and Standards Committee for approval
12 as to conformance with the Uniform Refer-
13 ral Standards prior to implementation.

1 **Section 2.3** The Local Joint Referral
2 Rules Committee shall require the posting of
3 these exclusive referral procedures and rules
4 at the appropriate registration facility and the
5 actual places of hire at the Employers' job
6 sites. Upon request, the Local shall make
7 available copies of these rules to applicants
8 qualified for referral.

Section 3 — Local Joint Referral Disputes Committee

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

1 **Section 3.1 Selection:** The Union
2 representatives shall be appointed by the In-
3 ternational Vice President of the area and the
4 Employer representatives shall be appointed
5 by the chairman of the Employers' negotiat-
6 ing committee as specified in Article 9.2 be-
7 low. A Local Joint Referral Disputes Commit-
8 tee shall consist of equal numbers of Union
9 and Employer representatives. In no event,
10 however, will an agent of any party involved
11 in a dispute be allowed to participate as a
12 member of a Local Joint Referral Disputes
13 Committee.

Section 3.2 Duties:

1 **3.2.1** The Local Joint Referral Dis-
2 putes Committee shall investigate, hear and
3 decide disputes arising out of the exclusive
4 referral procedures, including but not limited
5 to, disputes arising out of work registration,
6 qualifications and competency of applicants,
7 work referrals, preparation of the referral reg-
8 istration list and application of referral sus-
9 pensions as specified in Article 8 below.

10 **3.2.2** The Local Joint Referral Dis-
11 putes Committee shall convene, as needed,
12 to consider any referral disputes of record
13 which have gone unresolved through the
14 preliminary steps of the local joint referral
15 disputes procedure as specified in Article 9
16 below.

17 **3.2.3** The Local Joint Referral Dis-
18 putes Committee will have full authority to
19 determine the merit of any dispute properly
20 submitted to it and to fashion appropriate
21 remedies. In cases where the dispute in-
22 volves a claim of misapplication of exclusive
23 referral procedures by the Local acting as re-
24 ferral agent, an appropriate remedy will in-
25 clude payment of lost wages to the disputant
26 by the Local only where such misapplication
27 is found to have been the result of arbitrary,
28 discriminatory or capricious conduct in the
29 administration of the exclusive referral proce-

30 dures. Decisions of the Local Joint Referral
31 Disputes Committee shall be rendered in
32 writing, signed by the committee members,
33 transmitted to all parties to the dispute and
34 reported to the National Joint Rules and
35 Standards Committee. Such decision shall be
36 final and binding.

37 **3.2.4** In the event the Local Joint Re-
38 ferral Disputes Committee fails to render a
39 decision, it shall submit the dispute to an
40 impartial umpire to be appointed by the Na-
41 tional Joint Rules and Standards Committee.
42 The appointed umpire will have full authority
43 to determine the merit of such dispute and
44 to fashion an appropriate remedy. In cases
45 where the dispute involves a claim of misap-
46 plication of referral procedures by the Local,
47 an appropriate remedy will include payment
48 of lost wages to the disputant by the Local
49 only where such misapplication is found to
50 have been the result of arbitrary, discrimina-
51 tory or capricious conduct in the administra-
52 tion of the referral procedures. The fees and
53 expenses of the umpire will be assessed
54 among the participants at the discretion of
55 the umpire absent prior agreement. Deci-
56 sions of the impartial umpire will be final and
57 binding.

58 **3.2.5** Prior to a request for a Local
59 Joint Referral Disputes Committee hearing,

60 the individual shall exhaust all available rem-
61 edies with the administrator of the Local Joint
62 Referral Rules as specified in Article 9 below.

Section 4 — Out-Of-Work Lists

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

1 **Section 4.2** A separate out-of-work
2 list may where circumstances warrant be es-
3 tablished for registration of applicants with
4 less than the qualifications necessary to be
5 classified as a Boilermaker Journeyman, ap-

6 prentice or other classification. Such lists
7 shall be maintained and operated in a fair,
8 equitable, and nondiscriminatory manner.

Section 5 — Registration

1 **Section 5.1** Local No. 154 shall es-
2 tablish and maintain an appropriate nondis-
3 criminatory registry facility for qualified Con-
4 struction Boilermakers, apprentices and other
5 applicable classifications, as defined under
6 the Agreement. Applicants available for em-
7 ployment and wishing to register for referral
8 must be in possession of a current MOST
9 drug screen certification, or a timely chain of
10 custody receipt indicating that a MOST drug
11 screen certification may be issued. Verifica-
12 tion of current drug screen certification will be
13 the responsibility of the Local through the
14 offices of MOST.

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

23 **5.1.2** Qualified Construction Boiler-
24 makers who have the minimum qualifications
25 as required in Section 6.1.1 of these Rules,

26 and (1) who have further established at least
27 6,000 hours of Boilermaker Field Construc-
28 tion experience within the geographical juris-
29 diction of the Local, or (2) who have satis-
30 factorily served an apprenticeship in the trade
31 of Field Construction Boilermaker (subject to
32 Section 6.1.2 of the Rules) within the geo-
33 graphical jurisdiction of the Local or (3) who
34 have successfully completed the welding and
35 written tests described in Section 6.1.1.1
36 which were administered by this Local's Joint
37 Referral Rules Committee, shall register on
38 the qualified Construction Boilermaker Jour-
39 neyman "A" out-of-work list and shall be
40 given priority referral.

41 **5.1.3** Qualified Construction Boiler-
42 makers who do not meet the established
43 requirements as stated in Section 5.1.2
44 above shall register on the secondary quali-
45 fied Construction Boilermaker Journeyman
46 "B" out-of-work list and shall be given refer-
47 ral when the primary out-of-work list
48 becomes exhausted.

49 **5.1.4** Qualified Construction Boiler-
50 maker Apprentices meeting the requirements
51 of 6.1.2 of these Rules shall be requisitioned
52 by Employers and referred according to the
53 ratio in the applicable local or area agree-
54 ment, and in compliance with all provisions
55 of these Rules, and with the National and
56 Area Apprenticeship Standards.

57 **5.1.5** Boilermaker Sub-Journeymen
58 shall be qualified for registration on Local No.
59 154's "C" out-of-work list who can satisfac-
60 torily establish that they have at least 4,000
61 but less than 6,000 hours of Boilermaker
62 Field Construction experience and shall be
63 given referral when Boilermaker Journeymen
64 are not available.

1 **Section 5.2 Place of registration.**

2 The registry for referral shall be the Office of
3 Boilermakers Local No. 154 at 1221 Banks-
4 ville Road, Pittsburgh, Pennsylvania 15216.

1 **Section 5.3 Registrar-Dispatcher.**

2 The registrar and dispatcher for the exclusive
3 referral system shall be the Business Man-
4 ager of the Local or his designated represen-
5 tative.

Section 6 — Applicants for Registration

1 **Section 6.1 Boilermaker Classifi-**
2 **cations.** All applicants for registration on
3 out-of-work lists shall be required to complete
4 a nondiscriminatory application form setting
5 forth required personal statistics together with
6 a detailed record of experience and qualifi-
7 cations in the trade in order to be properly
8 registered in one of the following classifica-
9 tions:

6.1.1 Qualified Construction Boilermaker:

1 **6.1.1.1** Boilermakers shall be qualified
2 for registration on a Boilermaker out-of-work
3 list, (1) who can satisfactorily establish that
4 they have had at least six thousand (6,000)
5 hours of actual, practical working experience
6 in the Boilermaking trade in the Building and
7 Construction Industry, or (2) who have sat-
8 isfactorily served an apprenticeship in the
9 trade of Field Construction Boilermaker un-
10 der an apprenticeship program approved by
11 the United States Bureau of Apprenticeship
12 Training or State Division of Apprenticeship
13 Standards, or (3) who are certified ASME
14 pressure welders and pass an ASME, 6-G,
15 GTAW-SMAW weld test to the satisfaction of
16 a Local Joint Referral Rules Committee or its
17 designee; and who successfully complete a
18 written exam administered by a Local Joint
19 Referral Rules Committee. The written exam
20 will be developed by the Boilermakers Na-
21 tional Apprenticeship Program/MOST Optimi-
22 zation Committee.

23 **6.1.1.2** The number and manner of
24 Boilermakers to be recruited under the pro-
25 visions of 6.1.1.1(3) shall be determined by
26 the International Vice President of the area,
27 when in his judgment, a Local does not have
28 an adequate supply of certified welders. Boil-

29 ermakers recruited under these provisions
30 shall serve a probationary period of up to
31 6,000 hours, with periodic review by the Lo-
32 cal Joint Referral Rules Committee. During
33 and upon completion of the probationary
34 period, the Local Joint Referral Rules Com-
35 mittee will decide if the individuals meet the
36 requirements to continue as Field Construc-
37 tion Boilermakers.

38 **6.1.1.3** Irrespective of any other crite-
39 ria for eligibility specified in these Rules, a
40 Boilermaker welder with less than six thou-
41 sand (6,000) hours of boilermaker field con-
42 struction experience shall be permitted to
43 register and be referred to employment as a
44 welder from this Local's secondary qualified
45 Construction Boilermaker out-of-work list ("B"
46 journeyman list) when meeting the require-
47 ments of Section 6.1.1.4.

48 **6.1.1.4** Within this Local's geographi-
49 cal jurisdiction, the welder must certify or
50 maintain certification with Employers signa-
51 tory to a collective bargaining agreement in
52 the Boilermaking Construction Industry to
53 perform code welding of boiler tubes, down
54 comers and similar pressure parts or any
55 other specialty welding that may be agreed
56 to in the future by the National Joint Rules
57 and Standards Committee.

58 **6.1.1.5 Construction Boilermaker**
59 **Welder.** Verification of a welder's current
60 welding certification with an Employer will be
61 the responsibility of the Local through the
62 offices of Common Arc or MOST. Boiler-
63 maker welders falling to pass two (2) con-
64 secutive welding certification examinations
65 shall have their eligibility for registration as
66 a welder revoked. A welder's revocation will
67 continue until such time that he or she par-
68 ticipates in a welder training program and
69 certifies with an Employer signatory to a
70 collective bargaining agreement in the
71 Boilermaking Construction Industry.

72 **6.1.2 Qualified Boilermaker**
73 **Apprentice.** Boilermaker apprentices shall
74 be qualified for registration who can estab-
75 lish they are indentured and serving an ap-
76 prenticeship as Field Construction Boiler-
77 maker under an apprenticeship program
78 approved by the United States Bureau of
79 Apprenticeship Training or State Division of
80 Apprenticeship Standards.

81 **6.1.3** Any other classifications as de-
82 fined and contained in the applicable collec-
83 tive bargaining agreement.

1 **Section 6.2 Supplementary Out-Of-**
2 **Work Lists.** When applicants wish to reg-
3 ister and do not qualify as a Boilermaker

4 Journeyman, apprentice or other classifica-
5 tion, they may register on a supplementary
6 out-of-work list established in accordance
7 with 4.2 of these Rules and be referred for
8 work under the terms and conditions of the
9 applicable collective bargaining agreement.

Section 6.3 Confirmation Of Availability

1 **6.3.1** Irrespective of any other provi-
2 sions in these Rules, Journeyman "A" Boil-
3 ermakers and apprentices shall be allowed
4 to work in non-construction facilities under
5 Boilermaker contracts such as shops, ship-
6 yards, marine, and manufacturing while
7 maintaining registration on the respective out-
8 of-work list. Journeyman "A" Boilermakers
9 refusing a job when called for work while
10 working at a non-construction facility will be
11 subject to the referral suspension of Section
12 8.1.2. Apprentices working at a non-construc-
13 tion facility may not refuse a work referral
14 when called for work except for compelling
15 reasons as determined by the Business
16 Manager.

17 **6.3.2** "B" and "C" list applicants shall
18 reconfirm their availability for job referral at
19 least once a week (between the hours of
20 9:00 a.m. and 12:00 noon on Wednesdays)
21 in order to maintain their position on the out-
22 of-work list.

23 **6.3.2.1** All applicants must be avail-
24 able by telephone, within a reasonable time,
25 for job referral.

26 **6.3.3** Referral preference will be given
27 to applicants on "B" and "C" out-of-work lists
28 who have telephone numbers within the geo-
29 graphical jurisdiction of Local 154.

30 **6.3.4** Any applicant must be immedi-
31 ately available and not employed in the Boil-
32 ermaker Construction Industry, or the next
33 applicant on the list will be contacted.

34 **6.3.5** An applicant shall not be consid-
35 ered as available for employment and eligible
36 for registration if he is employed in the Boil-
37 ermaker Construction Industry or registered
38 on any other registration list unless agreed
39 upon by the Employer and the Union to aid
40 the industry.

Section 7 — Non-discriminatory Referral

1 **Section 7.1** Competent and qualified
2 registrants shall be referred and employed
3 exclusively from the out-of-work lists in a
4 non-discriminatory, fair and equitable manner.
5 This shall be done immediately and in accor-
6 dance with the requirements of the
7 Employer's job.

1 **Section 7.2** The Union and the Em-
2 ployer agree that referral of all classifications

3 of Construction Boilermakers shall be on the
4 following basis:

5 **7.2.1** Selection of applicants for refer-
6 ral shall be on a non-discriminatory basis and
7 shall not be based upon or in any way af-
8 fected by Union membership, by-laws, rules,
9 regulations, constitutional provisions, or any
10 other aspect or obligation of Union member-
11 ship policies or requirements.

12 **7.2.2** The Employer retains the right
13 to reject any job applicant referred by the
14 Union. In the event the Employer does reject
15 the job applicant, the applicant's status on
16 the out-of-work list shall not be affected. The
17 Employer shall upon request, give reasons in
18 writing for rejecting any applicant who has
19 been referred for employment.

20 **7.2.3** The Union and the Employer
21 shall post, in places where notices to all
22 employees and applicants for employment
23 are customarily posted, all provisions relat-
24 ing to the functioning of the Local Joint Re-
25 ferral Rules. The local referral agency shall
26 furnish to each jobsite a copy of the Local
27 Joint Referral Rules for posting.

1 **Section 7.3** Requests by Employers
2 for key Boilermakers to act as foremen shall
3 be honored without regard to the requested
4 Boilermaker's place on the out-of-work list.

5 Due to the extensive knowledge required of
6 the steward in the application of the bargain-
7 ing agreement, jurisdiction, etc., the steward
8 shall be appointed by the Union without re-
9 gard to position on the referral list.

1 **Section 7.4** A bona fide request by
2 Employers for Boilermakers with special skills
3 and abilities shall be honored and filled in
4 accordance with Section 7.1. To assure all
5 Employers an adequate supply of Boiler-
6 maker welders for each job shift, the Union
7 shall refer welders to jobs at no more than
8 125% of the available welding leads con-
9 nected to machines in service. Exceptions to
10 this rule shall be allowed for job conditions
11 that require rotation of welders because of
12 unusual or safety related working conditions.

Section 7.5 Selection of applicants and transfer of employees

1 **7.5.1** For any job performed within the
2 geographical jurisdiction of the Local, an
3 Employer shall have the right to use these
4 procedures for selection of applicants and
5 transfer of employees as an alternative to the
6 selection and transfer provisions of the ap-
7 plicable boilermaker collective bargaining
8 agreement, or when no provisions are con-
9 tained in the applicable agreement. Each
10 Employer shall establish a list of preferred
11 Boilermaker applicants from this Local's Jour-

12 neymen "A" out-of-work list which may be
13 updated once per calendar quarter. The
14 Employer will consider skills, attendance,
15 reliability, and work performance when add-
16 ing applicants to or removing applicants from
17 the preferred list. Skills shall be based on
18 four categories: (1) welder, (2) rigger, (3) lay-
19 out/blueprint, (4) general mechanic.

20 **7.5.1.1** All preferred applicants must
21 have and maintain a current MOST drug
22 screen certification.

23 **7.5.1.2** Preferred welders must be cur-
24 rently registered in Common Arc. Upon fail-
25 ure to promptly update certification of all
26 welders on each jobsite, an Employer may
27 not be allowed to use priority referral of Com-
28 mon Arc welders or preferred welders on
29 future Jobs as determined by the National
30 Committee after recommendation from the
31 Local Committee. It is the intent of the Na-
32 tional Joint Rules and Standards Committee
33 that Employers utilizing the Common Arc
34 Program in a Local must make an earnest
35 effort to certify all welders who avail them-
36 selves to scheduled Common Arc tests.

37 **7.5.1.3** All preferred applicants must
38 complete the MOST Safety Training Program
39 when sufficient opportunity is made available
40 as determined by the Local Joint Referral

41 Rules Committee. Applicants not availing
42 themselves to complete the training program
43 may be removed from all Employers' pre-
44 ferred lists.

45 **7.5.1.4** All preferred applicants must
46 complete additional programs as determined
47 by the National Joint Rules and Standards
48 Committee.

49 **7.5.1.5** Upon receiving an Employer's
50 list of preferred applicants, the Local shall
51 designate each preferred applicant to that
52 Employer using the same procedure
53 for designating Common Arc welders to an
54 Employer.

55 **7.5.1.6** All questions or disputes aris-
56 ing from the implementation of this Article
57 shall be presented to the Local Joint Refer-
58 ral Rules Committee for recommendation to
59 the National Joint Rules and Standards Com-
60 mittee.

61 **7.5.1.7** When refusing referrals under
62 this article, regular and preferred applicants
63 shall be subject to the referral suspension of
64 Section 8.1.2.

65 **7.5.2 Selection of applicants**

66 **7.5.2.1** The first two (2) employees on
67 a job shall be the foreman, selected by the
68 Employer, and the steward, selected by the

69 Business Manager, regardless of their posi-
70 tions on the out-of-work list.

71 **7.5.2.2** Except for foremen and stew-
72 ards, applicants shall not be referred by
73 name.

74 **7.5.2.3** The first applicant, after the
75 foreman and steward, shall be referred ac-
76 cording to regular placement on the Journey-
77 man "A" out-of-work list and skills required.

78 **7.5.2.4** The next applicant shall be
79 from among the Employer's preferred appli-
80 cants according to placement on the Jour-
81 neyman "A" out-of-work list and skills re-
82 quired.

83 **7.5.2.5** Additional referrals shall con-
84 tinue in the above order on a one-to-one
85 ratio until a maximum of twenty (20) appli-
86 cants have been referred. When available
87 and except for special circumstances, the
88 Local shall refer apprentices in keeping with
89 the apprentice ratio of the applicable collec-
90 tive bargaining agreement. Referral of fore-
91 men classifications by name and apprentice
92 referrals shall not replace referrals of the
93 Employer's preferred applicants.

94 **7.5.2.6** After twenty (20) applicants
95 including apprentices have been referred,
96 additional referrals shall be according to

97 regular placement on the out-of-work list and
98 skills required.

99 **7.5.2.7** When one-hundred (100) or
100 more Boilermakers are on jobs with sched-
101 uled shifts, there shall be no more than ten
102 (10) preferred applicants selected per shift
103 and no more than twenty (20) preferred ap-
104 plicants selected per job in keeping with the
105 one-to-one referral stated in 7.5.2.3 and
106 7.5.2.4.

107 **7.5.3 Transfer of employees**

108 **7.5.3.1** The Employer may transfer
109 Boilermaker employees from one job to
110 another job within the Local's geographical
111 jurisdiction.

112 **7.5.3.2** The number of employees
113 transferred shall not exceed a total of seven
114 (7), consisting of a foreman, a steward, and
115 up to five (5) additional Boilermaker employ-
116 ees. When available and except for special
117 circumstances, one (1) of the five (5) shall
118 be an apprentice. The steward shall be trans-
119 ferred from the existing job or selected from
120 the out-of-work list as determined by the
121 Business Manager.

122 **7.5.3.3** The next five (5) applicants in-
123 cluding apprentices shall be referred accord-
124 ing to regular placement on the out-of-work

125 list and skills required. Additional employees
126 shall be referred on a one-to-one ratio ac-
127 cording to 7.5.2.3 and 7.5.2.4 until a maxi-
128 mum of ten (10) additional applicants have
129 been referred. After ten (10) applicants in-
130 cluding apprentices have been referred, ad-
131 ditional referrals shall be according to regu-
132 lar placement on the out-of-work list and
133 skills required.

134 **7.5.3.4** For each Employer's job, there
135 shall be a combination of no more than
136 ten (10) preferred applicants referred from
137 the out-of-work list or transferred from an-
138 other job except as otherwise allowed by
139 7.5.2.7.

140 **7.5.4 Reduction of crews**

141 **7.5.4.1** When reducing crews, the
142 Employer shall determine which Boilermaker
143 employees shall be laid off. However, when
144 a shift is reduced to an equal number of
145 regular and preferred Boilermakers, the one-
146 to-one ratio will then apply to the remaining
147 layoffs, provided that the remaining Boiler-
148 makers have the skill required.

1 **Section 7.6** An apprentice not satisfac-
2 torily completing the apprenticeship program
3 shall not be allowed to apply the hours or
4 welding certification obtained during the
5 apprenticeship program toward the six thou-

6 sand (6000) hour journeyman status or to-
7 wards the provisions as specified in Section
8 6.1.1.3 above.

1 **Section 7.7** An applicant restricted
2 from work by an administering physician, and
3 desiring to return to work, shall be required
4 to furnish to the referral office written evi-
5 dence showing release by the same physi-
6 cian to perform Boilermaker Field Construc-
7 tion work.

1 **Section 7.8** Employees discharged by
2 Employers for failing a drug/alcohol test on
3 any job where testing is required or dis-
4 charged for failing an initial/annual MOST
5 drug test shall be suspended from the appli-
6 cable out-of-work list for a minimum of
7 twenty-one (21) days and shall not be al-
8 lowed to re-register until passing a drug/
9 alcohol test within five (5) days prior to the
10 date of registration. Such test shall meet the
11 requirements of the MOST drug screening
12 procedure.

1 **Section 7.9** When a job is fifteen (15)
2 days or less in duration, applicants will not
3 lose their place on the out-of-work list.

4 **7.9.1** Applicants laid-off from a short
5 job will not be required to reconfirm as de-
6 scribed in Section 6.3.1 unless their recon-
7 firmation date occurred while the applicant

8 was on the jobsite, and upon conclusion of
9 the job, applicants must reconfirm their avail-
10 ability for work.

11 **7.9.2** Registrants may accumulate up
12 to as many as twenty-nine (29) days on short
13 jobs. Accumulation may be in excess of
14 twenty-nine (29) days on short jobs in in-
15 stances when the out-of-work list has been
16 exhausted and referrals are still needed.

1 **Section 7.10** Emergency job referrals
2 with less than twelve (12) hours notification
3 and with a short job duration will be manned
4 without regard to number or position on list.
5 Consideration may be given to geographics,
6 qualifications and requests. Preference will
7 also be given to registrants with telephone
8 numbers within the Local 154 geographical
9 jurisdiction.

1 **Section 7.11** When available appli-
2 cants from the lists are exhausted, mutual
3 consent between the company and the Union
4 will allow employees to be transferred from
5 one contractor to another to satisfy an emer-
6 gency job order.

1 **Section 7.12** When a job is more than
2 fifteen (15) days in duration, a long job, all
3 applicants must sign a lay-off slip for out-of-
4 work list registration.

Section 8 — Suspension and Removal from Out-of-Work Lists

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

11 Boilermaker applicants serving a refer-
12 ral suspension shall inform any Local where
13 they are seeking work of the suspension and
14 in what Local it occurred. An applicant cir-
15 cumventing this policy by withholding the in-
16 formation from any Local may be found to
17 have interfered with the exclusive referral
18 procedures and be subject to a ninety (90)
19 day suspension in the Locals where the ini-
20 tial referral suspension was imposed.

1 **Section 8.1 Twenty-one (21) Day**
2 **Suspension.** An individual shall be sus-
3 pended from the out-of-work list and ineligible
4 to be referred for employment for a twenty-
5 one (21) day period for any of the following:

6 **8.1.1** Accepting a referral and not
7 reporting to the job ready for work at the

8 appointed time unless the individual has a
9 reasonable excuse approved by the Em-
10 ployer and Business Manager.

11 **8.1.2** Two (2) consecutive refusals of
12 offered employment from the primary Jour-
13 neyman ("A") or from the apprentice out-of-
14 work list within the jurisdiction of the Local
15 referral facility, unless the registrant has a
16 reasonable excuse which is acceptable to the
17 Business Manager. The dispatcher shall be-
18 gin by making referral offers to registrants on
19 the primary journeyman ("A") list. Any excuse
20 or excuses must be noted each time of
21 occurrence on the individual's referral record.

22 Failing to fill the job order, the dis-
23 patcher shall begin offering referrals to reg-
24 istrants on the secondary Journeyman ("B")
25 out-of-work list. Registrants on the second-
26 ary Journeyman ("B") list and all other reg-
27 istrants except for Section 8.1.2 above must
28 accept the job on the first offer or be sus-
29 pended from the list if no reasonable excuse
30 exists. Any excuse or excuses must be noted
31 each time of occurrence on the individual's
32 referral record.

33 If the job or jobs have not been filled,
34 the dispatcher shall start again with the pri-
35 mary ("A") out-of-work list and apply referral
36 suspensions to those registrants who acquire
37 two (2) consecutive refusals. The dispatcher

38 shall then call other Boilermaker Locals or
39 utilize the MOST Manpower Reserve Center.

40 **8.1.3** Discharge from employment for
41 just cause, including absenteeism.

42 **8.1.4** Quitting or leaving a job without
43 approval from the Employer and Business
44 Manager. Such approval shall not be unrea-
45 sonably withheld. If requested, the party with-
46 holding approval shall timely notify the indi-
47 vidual in writing of the reason that such ap-
48 proval was withheld. An excuse acceptable
49 to the Employer shall be reduced to writing
50 by the Employer and forwarded to the Local
51 for its records.

52 **8.1.5 Imposition and Appeal of**
53 **Twenty-one (21) Day Suspension**

54 All suspensions imposed pursuant to
55 Section 8.1 of these Rules shall be immedi-
56 ately imposed and applied against the indi-
57 vidual in question. It shall be the respon-
58 sibility of the referral agent to advise any reg-
59 istrant or applicant for registration on the out-
60 of-work list of any such suspension. The in-
61 dividual shall have the right to file a timely
62 dispute or grievance, whichever procedure is
63 applicable, challenging the propriety of the
64 suspension imposed. However, such suspen-
65 sion will not be held in abeyance pending
66 exhaustion of the grievance and/or dispute

67 procedure. The time period for invoking the
68 applicable procedure shall begin to run when
69 the affected individual is reasonably notified
70 of the suspension or circumstances requiring
71 a suspension pursuant to Section 8.1 of
72 these Rules.

1 **Section 8.2 Thirty (30) Day Suspension.** An individual shall be suspended from
2 the out-of-work lists and ineligible to be re-
3 ferred for employment for a thirty (30) day
4 period for the following:
5

6 **8.2.1** A second discharge from em-
7 ployment for just cause within a six (6) month
8 period.

1 **Section 8.3 Ninety (90) Day Suspension.** An individual shall be suspended from
2 the out-of-work lists and ineligible to be re-
3 ferred for employment for a ninety (90) day
4 period for the following:
5

6 **8.3.1** Intentionally supplying the Local
7 Referral Agency with false data, records, or
8 other information used to establish qualifica-
9 tion for registration and/or referral.

10 **8.3.2** Three (3) discharges from em-
11 ployment for just cause within any twelve
12 (12) month period.

13 **8.3.3** Discharge from employment ob-
14 tained under the auspice of the exclusive
15 referral procedures for unlawful assault and/
16 or battery.

17 **8.3.4** Intentional interference with
18 proper operation of the exclusive referral pro-
19 cedures by obtaining or seeking to obtain
20 bargaining unit employment with a signatory
21 Employer directly, in circumvention of the
22 exclusive referral procedures, or by any other
23 act calculated to circumvent and/or disrupt
24 efficient, fair, and equitable operation of the
25 exclusive referral procedures.

26 **8.3.5 Illegal Strike Activity**

27 **8.3.5.1** Involvement in any illegal
28 strike or any work stoppage, slowdown, or
29 other misconduct intended to effect a curtail-
30 ment of work in violation of the no strike ob-
31 ligation of the Collective Bargaining Agree-
32 ment.

33 **8.3.5.2** Insistence upon recognition of
34 any picket when such is in violation of a no
35 strike obligation in the applicable Collective
36 Bargaining Agreement.

**Section 8.4 Imposition and Appeal
of Thirty (30) and
Ninety (90) Day
Suspensions**

1 **8.4.1** Any individual against whom a
2 suspension is prospectively to be applied
3 pursuant to the foregoing provisions of Sec-
4 tions 8.2 and 8.3 shall be first given notice

5 and opportunity to have the propriety of such
6 suspension considered through timely invo-
7 cation of the appropriate grievance and/or
8 dispute procedure. The time period for invok-
9 ing the applicable procedure shall begin to
10 run when the affected individual is reason-
11 ably notified of the suspension or circum-
12 stances requiring a suspension pursuant to
13 Sections 8.2 or 8.3 of these Rules. No such
14 suspension will be implemented against any
15 individual except upon a final determination
16 as to the propriety of such suspension in
17 accordance with the appropriate grievance or
18 dispute procedure or upon default or waiver
19 by the individual of his right to grieve or dis-
20 pute the matter in a timely fashion.

21 **8.4.2** It shall be the responsibility of the
22 referral agent to advise a registrant or an
23 applicant for registration on the out-of-work
24 list of any prospective suspension then out-
25 standing. Assuming that applicable time lim-
26 its have not yet expired, the registrant or
27 applicant for registration must, at that time,
28 make an election either to initiate the appro-
29 priate procedure or waive any right to do so.
30 Failure to invoke the applicable procedure in
31 a timely fashion will, in any event, constitute
32 default. If the appropriate procedure is initi-
33 ated in a timely fashion, imposition of any
34 suspension will be held in abeyance pend-
35 ing a final determination pursuant to Section
36 8.4.4 below.

37 **8.4.3** If the registrant or applicant for
38 registration waives invocation of the appro-
39 priate grievance or dispute procedure, or
40 defaults, the suspension will become effec-
41 tive and will be applied immediately to one
42 who is then registered and applied against
43 any other upon registration or termination of
44 current employment.

45 **8.4.4** Should a registrant or applicant
46 for registration elect to contest in a timely
47 fashion any action which may lead to a sus-
48 pension pursuant to Sections 8.2 or 8.3, then
49 such individual will be registered on the out-
50 of-work list and be considered eligible for
51 employment during the pendency of such
52 grievance or dispute. Should any suspension
53 be ultimately determined appropriate as
54 against that individual by virtue of a final
55 decision achieved through either the appro-
56 priate grievance or dispute procedure, then
57 such suspension will be applied immediately
58 against that individual if then registered, or
59 upon registration or termination of current
60 employment.

Section 8.5 Imposition of and Appeal from Sanc- tions for Serious or Chronic Misconduct

1 **8.5.1** Misconduct demonstrating an
2 individual's unsuitability for further employ-

3 ment as a Field Construction Boilermaker
4 (e.g. acts of violence, sabotage, job site theft,
5 serious and chronic violations of referral
6 rules) will be referred to the National Joint
7 Rules and Standards Committee for consid-
8 eration and recommendation. Such miscon-
9 duct may be cause for more serious disciplin-
10 ary action up to and including permanent
11 removal from all out-of-work lists in conform-
12 ance with the Uniform Referral Standards.

13 **8.5.2** Should the National Joint Rules
14 and Standards Committee be caused to be-
15 lieve that an individual has in accordance
16 with the preceding paragraph, demonstrated
17 himself unsuitable for further employment as
18 a Field Construction Boilermaker, the commit-
19 tee shall advise the individual in question in
20 writing of its tentative conclusions and pro-
21 vide a reasonable opportunity for such indi-
22 vidual to show cause why serious disciplin-
23 ary action up to and including permanent
24 removal from all out-of-work lists in conform-
25 ance with the Uniform Referral Standard
26 should not be imposed.

1 **Section 8.6 Grievances and Refer-**
2 **ral Disputes.** In the operation of these
3 exclusive referral procedures, referral sus-
4 pensions may be imposed either as a direct
5 result of employer action or by ministerial
6 action of the referral agent in the course of
7 administering the provisions of exclusive
8 referral procedure.

9 **8.6.1 Grieve Employer Action.** If the
10 suspension would not be imposed but for
11 action taken by an Employer, such Employer
12 action and related suspension must be
13 grieved through the basic grievance proce-
14 dure of the applicable collective bargaining
15 agreement (e.g. a discharge for asserted just
16 cause and related twenty-one [21] day sus-
17 pension).

18 **8.6.2 Dispute Hiring Hall Action.** If
19 the suspension is otherwise imposed as the
20 result of ministerial action of the referral
21 agent, such is properly the subject of the
22 referral disputes procedures (e.g. two [2] con-
23 secutive refusals of offered employment) as
24 are all complaints concerning fair, equitable,
25 and non-discriminatory operation of the refer-
26 ral procedures.

27 **8.6.3 Cumulative Suspensions.** If an
28 individual grieves an Employer action, the
29 consequences of which could include a sus-
30 pension of cumulative duration (thirty [30]
31 and ninety [90] day suspensions for repeated
32 discharge for just cause), such circumstances
33 will be reviewed by the Local Joint Referral
34 Disputes Committee upon exhaustion of the
35 basic grievance procedure and prior to im-
36 position of any cumulative suspension.

37 **8.6.4 Rescission or Modification of**
38 **Suspensions.** Both the Employer and
39 Union representatives to the basic grievance
40 procedure and/or the Local Joint Referral
41 Disputes procedure, as to all matters prop-
42 erly presented, shall be empowered to re-
43 scind or modify any suspension as they see
44 fit.

Section 9 — Local Joint Referral Disputes Procedure

1 **Section 9.1 Resolving a Referral**
2 **Dispute with the Business Manager.** An
3 individual must first make an earnest effort
4 to resolve a dispute with the Local union
5 Business Manager who is responsible for the
6 administration of the Local Joint Referral
7 Procedures. This must be done within seven
8 (7) calendar days of the time the individual
9 becomes aware of the event or events giv-
10 ing rise to the dispute. If the matter is not
11 satisfactorily resolved, the individual may
12 submit the matter for a hearing by a Local
13 Joint Referral Disputes Committee. This must
14 be done by written notice to the Business
15 Manager within seven (7) calendar days fol-
16 lowing failure to reach settlement of the dis-
17 pute outlined above.

1 **Section 9.2 Appointment of Local**
2 **Joint Referral Disputes Committe** . The
3 Business Manager shall refer the written dis-
4 pute to the Chairman of the Employers' Ne-
5 gotiating Committee and the International
6 Vice President. The Vice President and Em-
7 ployer Chairman shall then appoint the re-
8 spective members to the Local Joint Refer-
9 ral Disputes Committee. The individual and
10 the Business Manager may be required to
11 submit in writing (in advance of any hearing),
12 any information needed to properly resolve
13 the dispute.

1 **Section 9.3 Appearance Bond.** In-
2 dividuals filing a written notice to the Busi-
3 ness Manager for a Local Joint Referral Dis-
4 putes Committee hearing, must attach to the
5 written notice a good faith bond in the
6 amount of fifty dollars (\$50.00). The bond will
7 be returned to the individual when appear-
8 ing before the Local Joint Referral Disputes
9 Committee or if excused from the need to
10 appear before the Disputes Committee.

Section 10 — Reporting of Suspensions by Locals and National Committee

1 All suspensions imposed shall be re-
2 ported immediately on appropriate forms to
3 the National Joint Rules and Standards Com-

4 mittee and to the individual. Suspensions for
5 violations under Section 8.3.5 will be applied
6 in all local Referral Agencies governed by the
7 Uniform Referral Standards unless such sus-
8 pension is otherwise modified in accordance
9 with the basic grievance procedure or the
10 Local Joint Referral Disputes procedure.

Section 11 — Reporting by Employers

1 Employers shall cooperate with the re-
2 ferral agent by providing all information nec-
3 essary and relevant to proper functioning of
4 the referral system including written termina-
5 tion reports stating time, date, and reason for
6 any and all terminations.

Section 12 — Referral and Termination Records

1 It shall be the responsibility of each
2 Employer to provide and each Local to main-
3 tain detailed and accurate referral and termi-
4 nation records for each applicant referred to
5 work within the Jurisdiction of the Local.
6 Such records shall be subject to review and
7 use by the duly appointed Local Joint Refer-
8 ral Disputes Committee or the Local Joint
9 Referral Rules Committee.

Section 13 — Audit

1 **Section 13.1** The National Joint Rules
2 and Standards Committee or its designated
3 representative shall have the right to audit,
4 at any time, the operation of any exclusive
5 referral procedure that is subject to the Uni-
6 form Referral Standards.

1 **Section 13.2** The Local Joint Referral
2 Rules Committee or its designated represen-
3 tative shall have the right to audit, at any
4 time, the operation of the exclusive referral
5 procedure of Local 154.

Section 14 — Change or Modification

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

Section 15 — General Savings Clause

1 It is not the intent of the Local Joint
2 Referral Rules Committee or the National
3 Joint Rules and Standards Committee in
4 operating under the Rules, Regulations and
5 Standards set forth herein to violate any laws
6 or any rulings of any governmental authority
7 or State agency having jurisdiction of the
8 subject matter contained herein, and it is
9 understood and agreed between the mem-

10 bers of the Local and National Committees
11 that, in the event any provision or provisions
12 of the Rules, Regulations, and Standards
13 shall be held contrary to law, it shall not af-
14 fect any other provisions hereof.

Section 16 — Indemnification Clause

1 **Section 16.1** The Union will indemnify
2 and hold harmless the Employer-members of
3 the Joint Referral Committee and any appro-
4 priate Employer from any and all liability,
5 which the Employer-Members of the Joint
6 Referral Rules Committee and/or any appro-
7 priate Employer incurs, arising out of or re-
8 sulting in the operation of the referral system,
9 which is taken by the Union without the con-
10 sent, knowledge or approval of the Employer-
11 Members of the Joint Referral Rules Commit-
12 tee and/or any appropriate Employer.

1 **Section 16.2** Any responsible Em-
2 ployer will indemnify and hold harmless the
3 Union and the Union members of the Joint
4 Referral Rules Committee from any and all
5 liability which the Union or the Union com-
6 mittee members incur for unlawful operation
7 of the referral system, which is incurred as
8 a result of a unilateral intentional action by
9 such Employer which is taken without the
10 consent, knowledge, or approval of the
11 Union, and which the Union relies upon in
12 the operation of the referral system.

1 **Section 16.3** The indemnification and
2 hold harmless obligations set forth in the
3 above two (2) paragraphs shall be applicable
4 to liability incurred as a result of a final court
5 of administrative decision, and shall not be
6 applicable to liability incurred as a result of
7 settlement short of a bona fide legal deter-
8 mination.

WORK CLASSIFICATION

Article V

1 (a) The duties of the Boilermaker
2 Journeyman shall include boilermaking, boil-
3 ermaker welding, acetylene burning, riveting,
4 heating, chipping, caulking, rigging, fitting-up,
5 grinding, reaming, impact machine operating,
6 and such other items as are regarded as
7 Boilermaker Journeyman's work.

8 (b) Any employee who is required to
9 take a welding test shall be paid for the time
10 required to take the test. The selection of
11 welders to be tested shall be the respon-
12 sibility of the Company. When it is appar-
13 ent that an individual has misrepresented
14 himself as an A.S.M.E. Certified Welder, he
15 shall not be paid for the time to take such
16 test.

17 (c) If the Employer requires an em-
18 ployee to pass a welding test, said employee

19 must be tested and informed of the results
20 of the test within a fourteen (14) day work
21 period from the beginning date of employ-
22 ment of the job. The Employer shall utilize
23 certified welders and their skills to a reason-
24 able extent while employed on the job.

25 (d) A Steward shall be a working Jour-
26 neyman appointed by the Business Manager
27 or Business Agent of the Local Union who
28 shall, in addition to his work as a Journey-
29 man, be permitted to perform during working
30 hours, such as his Union duties that cannot
31 be performed at other times. The Union
32 agrees that such duties shall be performed
33 as expeditiously as possible and the Em-
34 ployer agrees to allow the Steward a reason-
35 able amount of time for the performance of
36 such duties. Stewards shall receive the
37 regular Journeyman's rate of pay.

HOURS OF WORK

Article VI

1 (a) Eight (8) hours per day shall
2 constitute a day's work and forty (40) hours
3 per week, Monday to Friday, inclusive, shall
4 constitute a week's work. The regular start-
5 ing time shall be eight (8) o'clock a.m. and
6 the regular quitting time shall be four-thirty
7 (4:30) o'clock p.m.; lunch time shall be

8 twelve (12) o'clock noon to twelve-thirty
9 (12:30) o'clock p.m.

10 The Employer may schedule employ-
11 ees for work at 7:00 a.m., 7:30 a.m., or 8:00
12 a.m., without incurring any premium pay pen-
13 alty or overtime pay. The Employer agrees
14 to schedule all of his employees for work at
15 the same time on a particular project.

16 The Employer may establish a four (4)
17 ten (10) hour shift exclusive of the thirty (30)
18 minute unpaid lunch period at the straight
19 time wage rate. The starting time shall be
20 between 7:00 a.m. and 8:00 a.m. Forty (40)
21 hours per week shall constitute a week's
22 work Monday through Thursday. In the event
23 a job is down due to weather conditions,
24 holiday or other conditions beyond the con-
25 trol of the Employer, then Friday may, at the
26 option of the Employer, be worked as a
27 make-up day at the straight time wage rate.
28 If Friday is scheduled as a make-up day a
29 minimum of eight (8) hours will be scheduled
30 and worked, weather permitting. Straight time
31 is not to exceed ten (10) hours a day or forty
32 (40) hours per week. Starting time will be
33 designated by the Employer; the Union will
34 be advised of the starting time.

35 The Employer may establish two (2)
36 four (4) day, ten (10) hour shifts at the
37 straight time wage rate Monday through

38 Thursday. These shifts are exclusive of the
39 thirty (30) minute lunch period. The day shift
40 shall work four (4) days at ten hours for ten
41 (10) hours pay per day. The second shift
42 shall work four (4) days at nine and one-half
43 (9½) hours for ten (10) hours pay plus the
44 shift additive of twenty-five cents (25¢) per
45 hour. In the event the job is down due to
46 weather conditions, or a holiday or other
47 conditions beyond the control of the Em-
48 ployer, then Friday may, at the option of the
49 Employer, be worked as a make-up day at
50 the straight time wage rate. Straight time is
51 not to exceed ten (10) hours a day or forty
52 (40) hours per week.

53 An employee who is referred for em-
54 ployment whose work is scheduled for less
55 than forty (40) hours of work (from the date
56 of hire to date of termination), shall receive
57 overtime pay for all hours worked in excess
58 of eight (8) hours per day.

59 Employees who inform their Employers
60 on Thursday that they do not wish to work
61 Friday makeup day, will not be penalized.

62 (a-1) It is understood that the employ-
63 ees shall be in the change house, dressed,
64 ready to work, at the designated starting
65 time, and shall perform their assigned duties
66 until the designated quitting time. If a project
67 is shut down because of conditions beyond

68 the control of the Employer, employees who
69 report for work, shall be paid actual time
70 worked but not less than two (2) hours.

71 (b) When two (2) or three (3) shifts are
72 required, the first shift shall work eight (8)
73 hours at the regular straight time rate per
74 hour. The second shift shall work seven and
75 one-half (7¹/₂) hours and receive eight (8)
76 hours pay at the regular straight time rate per
77 hour plus twenty-five cents (25¢) per hour
78 shift differential. The third shift shall work
79 seven (7) hours and receive eight (8) hours
80 pay at the regular straight time rate per hour
81 plus fifty cents (50¢) per hour shift differen-
82 tial. Second and third shifts shall work over
83 into Saturday a.m., on this basis in order to
84 complete their shift. A thirty (30) minute lunch
85 period shall be mutually agreed upon by the
86 Job Superintendent and the Union Represen-
87 tative, and shall not be considered as time
88 worked.

89 (c) In emergency work employees
90 shall receive overtime rate for all continuous
91 time worked after regular working hours on
92 the day on which the work was started.

93 (d) When an employee is continuously
94 employed for more than two (2) hours be-
95 yond the quitting time of his regular shift, he
96 will be allowed thirty (30) minutes to obtain
97 a meal without loss of pay.

98 (e) Employees assigned to work dur-
99 ing the scheduled lunch period shall receive
100 one-half (1/2) hour overtime and be allowed
101 time, not to exceed thirty (30) minutes to
102 consume their lunch on Employer's time
103 after completing such necessary or emer-
104 gency work during their lunch period. Such
105 emergency lunch time payments shall be
106 restricted to those employees and their im-
107 mediate supervisor actively engaged in such
108 emergency work.

109 (f) **Coffee Breaks.** There shall be no
110 scheduled coffee breaks. Coffee may be
111 taken at the employee's individual work
112 station.

OVERTIME AND HOLIDAYS

Article VII

1 (a) The recognized holidays are: New
2 Year's Day, Decoration Day, Fourth of July,
3 Labor Day, Veterans' Day, Thanksgiving Day
4 and Christmas. No work shall be performed
5 on Labor Day and Christmas except for the
6 preservation of life and property. Employees
7 will be paid two (2) times their straight time
8 hourly rate if they work Labor Day. When a
9 holiday falls on Sunday, the day observed by
10 the state and nation will be observed.

11 (b) When the total hours worked by an
12 employee in any week exceed the number of
13 his regular-weekly hours, as set forth in
14 Article VI, he shall be paid for such excess
15 hours a premium (including statutory com-
16 pensation) of one-half ($1/2$) additional hour's
17 pay for each hour worked in that week and
18 on Saturdays, Sundays, recognized holidays,
19 or any time in excess of twelve (12) hours,
20 an additional one-half ($1/2$) hour.

21 Employees who complete their desig-
22 nated shifts as referred to in Article VI, Sec-
23 tion B, on Saturday, shall be paid twelve (12)
24 hours at the regular straight time rate.

25 Sundays and holidays, as defined in
26 Article VII (a), shall be paid at two (2) times
27 the straight-time hourly rate.

28 An employee after working his regular
29 shift and is required to work overtime shall
30 receive time and one-half ($1\frac{1}{2}$), Monday
31 through Friday, and all work commencing
32 with the beginning of the established work
33 day on Saturday. All work commencing with
34 the beginning of the established work day on
35 Sundays and holidays, as defined in Article
36 VII (a), shall be paid at two (2) times the
37 straight-time hourly rate. Should any em-
38 ployee work through two (2) consecutive
39 shifts, he shall remain on overtime until he
40 receives an eight (8) hour break.

41 (d) Overtime is not to be demanded
42 of any Employer by any workmen covered by
43 this Agreement as a condition of employment
44 on a job.

HIGH WORK

Article VIII

1 All Boilermaker employees working on
2 erection, repairing, and dismantling of smoke-
3 stacks, standpipes and water towers shall
4 receive Boilermaker Journeymen's rate.
5 Apprentices shall be governed by Apprentice
6 Agreement.

MINIMUM PAY AND REPORTING TIME

Article IX

1 (a) Any employee starting a shift or
2 called and reporting to work after starting
3 time of the first period of any shift, shall re-
4 ceive not less than four (4) hours pay, and
5 if such employee is required to continue on
6 the second period of the shift, he shall re-
7 ceive pay for not less than actual time
8 worked.

9 (b) In case of inclement weather, all
10 employees shall be paid a minimum of two
11 (2) hours for reporting to work at the current
12 rate of wages. Premium days to be paid at

13 time and one-half (1½) on Saturdays, and
14 double (2) time on Sundays and holidays.
15 Employees to remain on the job for two (2)
16 hours and be paid for them as though
17 worked. An authorized agent of the Em-
18 ployer and Union shall determine, at any time
19 during the first two (2) hours, whether or not
20 the weather conditions are such that the
21 work can proceed. However, the Employer
22 shall have the final prerogative.

23 During inclement weather, the Em-
24 ployer maintains the right to assign only the
25 required number of employees to the work
26 available. However, the Employer may, at his
27 discretion, require the General Foreman,
28 Foreman, and/or Assistant Foreman to re-
29 main on the job to perform such duties as
30 normally required, even though the job has
31 been closed due to inclement weather. It is
32 understood, any employee refusing such
33 assigned work, will not be entitled to the two
34 (2) hour minimum reporting time.

35 (c) An employee reporting to work and
36 not given work shall receive two (2) hours
37 pay.

38 (d) An employee reporting late for or
39 absenting himself from work, without just
40 cause, may be subject to discipline. Em-
41 ployees shall, whenever possible, give prior

42 notice to the Employer whenever they either
43 intend to report late or absent themselves
44 from work.

TRANSPORTATION AND TRAVEL ALLOWANCE

Article X

1 (a) When the work is located within a
2 distance of ten (10) miles from the City Hall,
3 no car fare will be paid either to or from the
4 job.

5 (b) When the work is located at a dis-
6 tance farther than ten (10) miles from the
7 City Hall, car fare will be paid at the rate of
8 ten cents (10¢) per mile over the ten (10)
9 mile limit, up to a maximum of sixty (60)
10 miles from the designated starting point,
11 measured by speedometer over the shortest
12 route to the job. Such car fare is to be paid
13 on a daily round trip basis.

14 (c) When work is located at a distance
15 farther than sixty (60) miles from the City
16 Hall, and the job is of seven (7) working days
17 duration or less, employees will be compen-
18 sated for transportation and travel expense
19 at the equivalent of the straight time hourly
20 rate not to exceed eight (8) hours in any
21 twenty-four (24) hour period. This applies

22 only to one (1) round trip, and, in the event
23 the employee leaves the job of his own ac-
24 cord, before the job is completed, the return
25 trip expense money shall not be paid to the
26 employee.

27 (d) When a job is located more than
28 sixty (60) miles from the City Hall, and, the
29 job is of more than seven (7) working days
30 duration, employees will be compensated for
31 expenses, at the rate of ten dollars (\$10.00)
32 per working day.

33 (e) The above to apply regardless of
34 the method of transportation used other than
35 that furnished by the Employer.

PAY DAY

Article XI

1 (a) Employees shall be paid weekly
2 on Friday during working hours and in no
3 case shall more than three (3) days be held
4 back in any one (1) payroll period. If wages
5 are not paid during working hours on Friday,
6 employees shall receive overtime for waiting.
7 The foregoing provisions are subject to
8 change by mutual consent of the Business
9 Representative of the Union and the
10 Employer.

11 (b) Employees who are discharged
12 from the service of the Employer shall re-
13 ceive their wages and personal property im-
14 mediately thereafter.

15 (c) When it becomes necessary to lay
16 employees off, they shall be notified by the
17 Foreman at least one (1) hour before regu-
18 lar quitting time and shall be paid in full at
19 least one-half ($1/2$) hour before quitting.

20 (d) When employees quit of their own
21 accord, they shall wait until the next regular
22 pay day to be paid and, shall be governed
23 by Article IV, Section 8, "**Suspensions and/
24 or Removal From Out-of-Work Lists**" of
25 the Referral Rules.

26 (e) Employees notified during off
27 hours of layoff or termination shall be paid
28 in full within the next business day. If wages
29 are not paid on the next business day either
30 by mailed check or personal pick up, employ-
31 ees shall receive not more than eight (8)
32 hours straight time pay for each twenty-four
33 (24) hour period therefore until paid in full.
34 It is recognized that emergency situations
35 may arise, such as unscheduled work on the
36 weekend or holiday and the Employer's pay-
37 roll department may be closed. When such
38 instances occur, the checks should be pre-
39 pared and furnished immediately upon re-

40 sumption of the first normal business day,
41 with no penalty to the Employer, by mutual
42 consent of the Business Manager of the
43 Union and the Employer.

UNION REPRESENTATIVES

Article XII

1 (a) The Union's Business Representa-
2 tive shall have access to all jobs over which
3 the Employer exercises control of entry.

4 (b) The Steward's duties shall be to
5 settle any grievance that might arise on the
6 job, subject to the confirmation of the Busi-
7 ness Representative. If the Steward is un-
8 able to do so, the Business Representative
9 shall then be notified and if he is unable to
10 settle the grievance, he shall notify the Inter-
11 national President of the International Union
12 at once, giving in detail, a full report of said
13 grievance. The Steward shall see that the
14 provisions of this Agreement; all federal and
15 state safety rules are fully complied with and
16 report any infractions thereof to the Foreman
17 and Job Superintendent.

18 The Steward shall not be discriminated
19 against for the discharge of his duties.

SUPERVISION

Article XIII

1 (a) The selection and number of Fore-
2 men and General Foremen shall be entirely
3 the responsibility of the Employer. It is un-
4 derstood that in the selection of Foremen
5 and General Foremen the Employer will give
6 first consideration to the qualified men avail-
7 able in the local area without persuading any
8 employees to leave one Employer for an-
9 other.

10 (b) There shall be a Foreman and
11 Steward on every job and an Assistant Fore-
12 man after the first ten (10) men, and as
13 many Assistant Foremen as the Employer
14 deems necessary thereafter.

15 Assistant Foremen shall be selected by
16 the Foreman with mutual consent of the Job
17 Superintendent. First consideration shall be
18 given to those men already employed on the
19 job. When an Assistant Foreman is employed
20 on the job, neither the Foreman nor the
21 General Foreman shall have charge of a
22 crew and they shall work in a supervisory
23 capacity.

24 The Assistant Foreman shall act in a
25 supervisory capacity and engage assistance
26 to accomplish necessary results when need
27 arises. The Assistant Foreman will not take
28 the place of a Journeyman.

29 (c) All General Foremen, Foremen,
30 and Assistant Foremen shall be practical
31 mechanics of the trade.

32 (d) Where ten (10) or less Boilermak-
33 ers are employed on a job, one (1) shall be
34 a Foreman who may work with the tools.
35 Where eleven (11) or more Boilermakers are
36 employed on a job, one (1) shall be a Fore-
37 man who shall not work with the tools but act
38 in a supervisory capacity.

39 (e) All classification of Foreman with
40 the exception of the Assistant Foreman shall
41 receive instructions from the Job Superinten-
42 dents. The Assistant Foremen shall receive
43 their instructions only from the Foreman. In
44 the absence of the Foreman, the Job Super-
45 intendent or General Foreman may give in-
46 structions to the Assistant Foreman.

47 However, the Job Superintendent shall
48 not direct instructions to other employees
49 covered by the terms of the Agreement.

50 (f) When and if a Welding Foreman or
51 Assistant Welding Foreman is employed, he
52 shall be a certified welder.

53 (g) Foremen shall not apply, in any
54 respect, any regulations, rules, By-Laws or
55 the provisions of the Union Constitution on
56 the Employer's job site.

57 (h) Assistant Foremen shall remain
58 with their respective work crews at all times
59 a job is in progress. The number of Assis-
60 tant Foremen assigned to a job shall be in
61 conformity with Local or National Agree-
62 ments.

63 (i) On all actual erection with the use
64 of power operated rigs or cranes, no less
65 than four (4) men and a Foreman or Assis-
66 tant Foreman shall be employed. On unload-
67 ing operations, a crew shall be assigned
68 consistent with the individual Company's past
69 practice in the local area. In the event of no
70 past practice, the Company shall assign a
71 crew consistent with safe operations.

72 (j) When a Company's major craft on
73 a job is Boilermakers and a toolroom is nec-
74 essary, the toolroom employee shall be a
75 Boilermaker.

PIECE WORK, LIMITATION AND CURTAILMENT OF PRODUCTION

Article XIV

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

SUBLETTING OF WORK

Article XV

1 No Employer shall sub-contract or as-
2 sign any of the field construction work de-
3 signed herein which is to be performed at a
4 job site to any contractor, sub-contractor or
5 other person or party who does not comply
6 with all the terms of this Agreement and does
7 not stipulate, in writing, compliance to the
8 applicable fringe benefits funds and the Trust
9 Agreement or agreements covering same.

WORK CLASSIFICATION AND JURISDICTION

Article XVI

1 (a) This Agreement covers the work-
2 ing rules and conditions of employment for
3 all Journeymen Boilermakers and Appren-
4 tices employed in the Boilermaking Trade by
5 a signatory Employer, including, but not lim-
6 ited to boilermaking, acetylene burning, riv-
7 eting, chipping, caulking, rigging, fitting-up,
8 grinding, reaming, impact machine operating,
9 unloading and handling of Boilermaker's
10 material and equipment and such other work
11 that comes under the trade jurisdiction of the
12 Boilermakers. Journeymen Boilermakers
13 may be required to perform any work com-
14 ing within the scope of this Article and Article
15 V of this Agreement.

16 (b) In recognition of the work jurisdic-
17 tional claims, it is understood that the assign-
18 ment of work and the settlement of jurisdic-
19 tional disputes with other Building Trades
20 organizations, shall be handled in accor-
21 dance with the procedure established by the
22 National Joint Board or any successor
23 agency of the Building and Construction
24 Trades Department.

25 (c) There shall be no work stoppage
26 because of jurisdictional disputes.

DECLARATION OF PRINCIPLES

Article XVII

1 (a) There shall be no limitation as to
2 the amount of work a person shall perform
3 during his working day.

4 (b) There shall be no restriction of the
5 use of machinery or tools.

6 (c) There shall be no restriction on the
7 use of any raw or manufactured material.

8 (d) No person shall have the right to
9 interfere with workers during working hours.

10 (e) The employee shall be allowed fif-
11 teen (15) minutes to clean up and put away
12 his tools for all work (new and repair). For
13 employees working in a hazardous environ-

14 ment such as arsenic, lead, etc. sufficient
15 additional clean-up time will be allowed.

16 (f) The Employer shall determine the
17 competency and qualifications of any of his
18 employees, and has the right to discharge
19 any employee for any just and sufficient
20 cause, provided, however, that he is not dis-
21 criminated against.

22 (g) Welders shall be furnished suitable
23 replacement of leather welding gloves. How-
24 ever, the welder shall furnish the first (1st)
25 pair of leather welding gloves. Welder's
26 leather sleeves will be made available on the
27 job for the welder's use when, at the discre-
28 tion of the Superintendent and Foreman, they
29 are necessary for welders' safety and protec-
30 tion. Such sleeves shall be the property of
31 the Employer.

32 (h) All employees are expected to
33 provide work gloves, a work knife and a six-
34 foot, or longer, tape measure.

35 (i) The Union will provide the current
36 wage rate classification for each man re-
37 ferred to a job. This information will be faxed
38 or e-mailed to the jobsite to the attention of
39 the Employer's Superintendent. The Em-
40 ployer will have the right to recover overpaid
41 wages where wage classifications are incor-
42 rect or misrepresented by the employee.

GRIEVANCE AND ARBITRATION PROCEDURE

Article XVIII

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

9 (b) Any such grievance shall be first
10 considered by representatives of the Local
11 Union and the Employer and, if not settled
12 within seven (7) calendar days, it will be re-
13 duced to writing and submitted to,

14 (c) The International Representative of
15 the Union and the Employer or Employers
16 involved, and if not settled within seven (7)
17 calendar days,

18 (d) Then the grievance shall be sub-
19 mitted in writing within seven (7) calendar
20 days, to an Arbitration Committee consisting
21 of a representative of the Union, a represen-
22 tative of the Employer, and a third member
23 to be chosen by those two (2) jointly. The
24 decision of the majority of the Arbitration
25 Committee shall be final and binding on the
26 parties involved. Such decisions shall be

27 within the scope and terms of this Agree-
28 ment, but shall not change such scope and
29 terms; shall be rendered within fourteen (14)
30 calendar days from the time of reference to
31 the Arbitration Committee; and shall specify
32 whether or not it is retroactive and the effec-
33 tive date thereof.

34 (e) If the two (2) members of the Ar-
35 bitration Committee fail to select a neutral
36 member within four (4) calendar days, the
37 two (2) members already appointed shall,
38 within four (4) calendar days, call upon the
39 Federal Mediation and Conciliation Service to
40 make the third selection. In the event either
41 the Employer or the Union's representative
42 fails to cooperate in calling upon the Federal
43 Mediation and Conciliation Service within the
44 said four (4) calendar days, the other repre-
45 sentative shall have the authority to make
46 such request.

47 (f) The expense of the third member
48 of the Arbitration Committee shall be borne
49 equally by the Union and the Employer. All
50 other expenses of the Arbitration procedure
51 will be borne by the party incurring them.

52 (g) Any grievance must be submitted
53 in writing to the other party within ten (10)
54 calendar days of occurrence or it will be con-
55 sidered closed.

WAGE SCALE

Article XIX

1 (a) The Employers shall pay and the
2 members of the Union shall accept the fol-
3 lowing minimum wage scale which shall ap-
4 ply to all counties listed in Article I, paragraph
5 (b) under the territorial jurisdiction of Local
6 Lodge No. 154:

7 Effective June 1, 2003

8	Classification	Hourly Rate
9	Boilermaker Journeyman	\$29.27
10	Assistant Foreman	\$30.57
11	Foreman	\$31.07
12	General Foreman	\$31.57

13 Effective June 1, 2004

14	Classification	Hourly Rate
15	Boilermaker Journeyman	\$30.27
16	Assistant Foreman	\$31.57
17	Foreman	\$32.07
18	General Foreman	\$32.57

19 Effective June 1, 2005

20	Classification	Hourly Rate
21	Boilermaker Journeyman	\$31.27
22	Assistant Foreman	\$32.57
23	Foreman	\$33.07
24	General Foreman	\$33.57

25 (b) Except at the beginning and end-
26 ing of a job, the General Foreman and/or
27 Foreman shall be guaranteed the full forty
28 (40) hour payroll week, provided he works a
29 minimum of three (3) days. Reason of sick-
30 ness will satisfy the above insofar as the
31 remaining two (2) days are concerned, pro-
32 viding he contacts the job early on the day(s)
33 involved. Holidays will be considered as days
34 worked. Assistant Foremen shall be guaran-
35 teed paid holidays.

APPRENTICE CLASSIFICATION

1 The Apprenticeship wage scale shall
2 start at 60% of the Journeymen scale, and
3 for each succeeding six (6) months thereaf-
4 ter, he shall be advanced as follows, upon
5 approval of the Local Joint Apprenticeship
6 Committee:

7	1st 6 months	60%
8	2nd 6 months	65%
9	3rd 6 months	70%
10	4th 6 months	75%
11	5th 6 months	80%
12	6th 6 months	85%
13	7th 6 months	90%
14	8th 6 months	95%

15 Employer agrees to strict adherence to
16 payment of minimum hourly wage rates for
17 Apprentices. The ratio of Apprentices em-

18 played on a job shall be one (1) Apprentice
19 for the first five (5) persons employed and
20 one (1) Apprentice for each additional five (5)
21 employees hired.

22 The Retirement Security Fund contribu-
23 tion for Apprentices shall not be greater than
24 twenty-five percent (25%) of their base rate.

WELFARE FUND

Article XX

1 The Employers agree to pay into the
2 Boilermakers National Health and Welfare
3 Fund, the following per hour worked alloca-
4 tion of the Weekly Gross Wages, for any
5 employee covered by this Agreement. Con-
6 tributions to be forwarded each month to the
7 Boilermakers National Health and Welfare
8 Plan, 754 Minnesota Avenue, Suite 522,
9 Kansas City, Kansas 66101-2766, not later
10 than the fifteenth (15th) day of the following
11 month. The Employer agrees to be bound by
12 the provisions of the Boilermakers National
13 Health and Welfare Plan Trust Agreement.

14 (A) National Health And Welfare Fund

15 **Effective June 1, 2003**
16 **Four dollars and sixty-five cents**
17 **(\$4.65) per hour worked**

18 **Effective Jun 1, 2004**
19 **Four dollars and sixty-five cents**
20 **(\$4.65) p r hour worked**

21 **Effective June 1, 2005**
22 **Four dollars and sixty-five cents**
23 **(\$4.65) per hour worked**

24 The Boilermaker Employers agree to
25 fund any additional premium increases up to
26 one dollar (\$1.00) per hour, which are
27 deemed actuarially necessary by the National
28 Health and Welfare Fund, for the duration of
29 this Agreement.

30 **(B) Supplemental Health & Welfare**
31 **Fund.** A Supplemental Health and Welfare
32 Fund will be established and will be paid as
33 follows:

34 **Effective June 1, 2003**
35 **One dollar (\$1.00) per hour worked**

36 **Effective June 1, 2004**
37 **One dollar and twenty-five cents**
38 **(\$1.25) per hour worked**

39 **Effective June 1, 2005**
40 **One dollar and fifty cents**
41 **(\$1.50) per hour worked**

42 All monies specified above shall be
43 made payable to the Boilermakers Lodge No.
44 154 Multiple Funds Account and remitted to

45 the designated Administrators of the Boiler-
46 maker Trust Funds. Payments must be
47 made no later than the fifteenth (15) day of
48 the month for the previous month.

PENSION

Article XXI

1 The Employer shall pay into the Boil-
2 ermaker-Blacksmith National Pension Fund
3 the following:

4 **Effective June 1, 2003**

5 **Four dollars and twenty-five cents**
6 **(\$4.25) per hour paid**

7 **Effective June 1, 2004**

8 **Four dollars and seventy-five cents**
9 **(\$4.75) per hour paid**

10 **Effective June 1, 2005**

11 **Five dollars (\$5.00) per hour paid**

12 The Employer agrees to be bound by
13 provisions of the Boilermaker-Blacksmith
14 National Pension Trust agreed to by National
15 Joint Committee of Employers and Union
16 Representatives.

RETIREMENT SECURITY FUND

Article XXII

1 Each Employer shall pay into the Boil-
2 ermaker Retirement Security Fund, the fol-

3 lowing amounts for each hour paid to each
4 person employed by him who is in the bar-
5 gaining unit represented by Local Lodge No.
6 154:

7 **Effective June 1, 2003**
8 **Four dollars (\$4.00) per hour paid**

9 **Effective June 1, 2004**
10 **Four dollars (\$4.00) per hour paid**

11 **Effective June 1, 2005**
12 **Four dollars (\$4.00) per hour paid**

13 All monies specified above shall be
14 made payable to the Boilermakers Lodge No.
15 154 Multiple Funds Account and remitted to
16 the designated administrators of the Boiler-
17 makers Trust Funds. Payments must be
18 made no later than the fifteenth (15th) day
19 of the month for the previous month.

PAYROLL SAVINGS FUND AND OTHER DEDUCTIONS

Article XXIII

1 A. **Effective June 1, 2003**, four per-
2 cent (4%) shall be deducted from the gross
3 weekly wages of employees covered by this
4 Agreement as Union Field Dues.

5 B. The Employer shall deduct for each
6 hour paid to employees covered by this

7 Agreement from the gross weekly wages, as
8 a working assessment to Local No. 154 Boil-
9 ermakers Union Building and Training Ac-
10 count, as follows:

11 **Effective June 1, 2003**

12 **Fifty cents (\$0.50) per hour paid**

13 **Effective June 1, 2004**

14 **Fifty cents (\$0.50) per hour paid**

15 **Effective June 1, 2005**

16 **Fifty cents (\$0.50) per hour paid**

17 **C. Effective June 1, 2003**, the Em-
18 ployer shall deduct from the gross weekly
19 wages of each employee covered by this
20 Agreement, two dollars and twenty-five cents
21 (\$2.25) per hour for each hour paid by the
22 Employer for the Boilermakers Lodge No.
23 154 Payroll Savings Trust Fund.

24 **D. Effective June 1, 2003**, the Em-
25 ployer shall deduct from the gross weekly
26 wages of each employee covered by this
27 Agreement twenty cents (\$0.20) per hour for
28 each hour paid by the Employer for the
29 Boilermakers Lodge No. 154 Social Fund.

30 **E. Effective June 1, 2003**, and, upon
31 presentation of a signed authorization, the
32 Employer shall withhold five cents (\$0.05)
33 per hour paid from the gross weekly wages
34 of employees covered by this Agreement for

35 the Boilermakers Campaign Assistance Fund
36 (CAF). Fifty percent (50%) of said deduction
37 will be forwarded to the LEAP Campaign
38 Assistance Fund in care of the International
39 Secretary-Treasurer and Local 154 will retain
40 fifty percent (50%) for Local and State Elec-
41 tions. Obtaining the signed authorization shall
42 be the responsibility of the Union. The Union
43 shall hold the Employer harmless and agrees
44 to defend the Employer fully in any litigation
45 resulting from this activity which is deemed
46 to be a service to the Union by Employer.
47 The signed authorization shall remain in full
48 force and effect until cancelled in writing by
49 the Employee.

50 All money deducted from the employ-
51 ees' gross weekly wages as in the amounts
52 specified above shall be made payable to:
53 the "Boilermakers Lodge No. 154 Multiple
54 Funds Account" and remitted to the desig-
55 nated administrators of the Boilermakers
56 Trust Funds. Payments must be made no
57 later than the fifteenth (15th) day of the
58 month following the month in which such
59 deductions were made.

60 All deductions made by the Employer
61 are held by said Employer in trust for the
62 respective Boilermakers Lodge No. 154
63 accounts or Funds.

64 The Employer agrees to be bound by
65 the provisions of Boilermakers Lodge No.
66 154 Payroll Savings Trust Fund Agreement.

APPRENTICESHIP TRAINING

Article XXIV

1 It being understood and agreed that an
2 Apprenticeship Training Program for the
3 Northeastern States Area was formulated as
4 of May 1, 1961, the Employer agrees to
5 make contributions to this Fund the follow-
6 ing amounts for each hour worked for any
7 employee covered by this Agreement:

8 **Effective June 1, 2003**
9 **Fifty-five cents (55¢) per hour worked**

10 **Effective June 1, 2004**
11 **Fifty-five cents (55¢) per hour worked**

12 **Effective June 1, 2005**
13 **Fifty-five cents (55¢) per hour worked**

14 The Employers, upon receipt of proper
15 justification of inadequate funding of the
16 Northeast Area Apprenticeship Program,
17 agree to re-open the contract to negotiate
18 additional funding for this issue only.

UNION SECURITY AND CHECK-OFF

Article XXV

1 **Section 1.** It shall be a condition of
2 employment that all employees of the Em-

3 ployer covered by this Agreement who are
4 members of the Union in good standing on
5 the effective date of this Agreement shall
6 remain members in good standing and those
7 who are not members on the effective date
8 of the Agreement shall, on or after the eighth
9 (8th) day following the effective date of this
10 Agreement, become and remain members in
11 good standing in the Union.

12 **Section 2.** It shall also be a condition
13 of employment and continued employment
14 that all employees covered by this Agree-
15 ment and hired on or after its effective date,
16 shall on or after the eighth (8th) day follow-
17 ing the beginning of such employment
18 become and remain members in good stand-
19 ing in the Union.

20 **Section 3.** The Employers agree to
21 deduct from the pay of each employee, who
22 has executed a voluntary written check-off
23 Authorization Card, work dues in the amount
24 specified on the Authorization Card for each
25 employee who has worked at least a mini-
26 mum of four (4) hours a day. The Employer
27 shall hold the working dues deduction in a
28 capacity of a trustee and shall remit the
29 same to the GEM Group, Inc., office.

30 **Section 4.** The Employer shall make
31 every reasonable effort to make available the
32 Authorization Forms to the employees for

33 signature. Each employee signing an Autho-
34 rization Card shall sign two (2) copies, one
35 (1) of which shall be retained by the Em-
36 ployer and the second of which shall be
37 mailed to the Boilermakers Union Lodge No.
38 154 office.

39 Arrangements for transfer of funds so
40 deducted by the Employer to GEM Group,
41 Inc., shall be in accordance with arrange-
42 ments made with the Union Business Man-
43 ager, but in no event earlier than seven (7)
44 days after deduction is made.

45 **Section 5.** It shall be a condition of
46 referral for employment from the established
47 exclusive Referral System, and continued
48 employment thereafter, that qualified regis-
49 trants for referral, who are seeking employ-
50 ment in the geographical work jurisdiction of
51 Lodge No. 154, pay to Lodge No. 154, the
52 field working dues or assessments in the
53 amounts in effect on the date of their regis-
54 tration and referral as set forth in Article XXIII
55 of this Agreement.

MOST

Article XXVI

1 The parties to this Collective Bargain-
2 ing Agreement will cooperate to accomplish
3 a drug-free environment and a safe work

4 place. The MOST Drug Screening Program
5 shall be mandatory for all Boilermakers once
6 per calendar year. It is further agreed by the
7 parties that drug screening employment and
8 pre-employment, including random and for-
9 cause, shall be based upon requirements of
10 the Employer or owner.

11 The Employer agrees to contribute the
12 apprenticeship contribution rate established
13 in Article XXIV, plus twenty-four cents (\$.24)
14 per hour worked to to the Mobilization Opti-
15 mization Stabilization and Training Program
16 (MOST). This contribution will entitle the
17 Employer to the entire MOST Program.

SAFETY MEASURES

Article XXVII

1 (a) All work of the Employer shall be
2 performed under mutually approved safety
3 conditions, which must conform to state and
4 federal regulations.

5 (b) A warm, clean, dry place shielded
6 from dust shall be provided for employees to
7 change their clothes, wash up, and eat
8 lunches. Properly cooled drinking water and
9 sanitary facilities, properly maintained, will be
10 made available. Attempts will be made to
11 obtain use of the customer's toilets and wash
12 facilities. If failing to gain the use of the

13 customer's facilities, the Employer shall,
14 where there is access to running water and
15 sewer if possible, provide a means of wash
16 up. Hand soap or similar cleansing agents
17 shall be provided, including paper hand
18 towels or similar products.

19 (c) Scaffolding, staging, walks, lad-
20 ders, gangplanks and other safety appliances
21 shall be provided where necessary. When
22 special scaffolding is for the exclusive use of
23 the Boilermaker, it shall be constructed in a
24 safe and proper manner by competent Boil-
25 ermaker Journeymen subject, however, to
26 the scope of Article XVI of this Agreement.

27 (d) In addition to the Employer being
28 required to furnish adequate safety measures
29 and equipment, it shall also be a requirement
30 of the employees to conform to safety regu-
31 lations and measures as provided.

32 (e) In the event of fire or flood dam-
33 age to the workmen's change house, the
34 Employer agrees to be responsible for the
35 replacement of personal belongings which
36 may have been destroyed. The employee will
37 be required to submit proof of loss, and the
38 maximum allowance for any given individual
39 and/or occurrence shall not exceed Four
40 Hundred Dollars (\$400.00).

41 (f) **Radiation Exposure.** All state and
42 federal laws and regulations covering radia-

43 tion exposure shall be applicable under this
44 Agreement.

45 The Contractor and/or Employer agree
46 to make available to the employee and the
47 Local Union, records on film badge exposure,
48 which records shall provide a running total of
49 each employee's radiation exposure weekly.
50 The Contractor and/or employees are re-
51 sponsible for assuring and providing accurate
52 personnel dose monitoring equipment and
53 procedures, including the film badge
54 determinations.

55 (g) **Drug Testing.** If required by a
56 customer or law, the Employer shall have the
57 right to require a pre-employment drug test
58 as a condition of employment. Securing of
59 the test shall be the Applicant's responsibil-
60 ity, and shall be performed on his/her time.
61 The cost of the test will be at the Employer's
62 expense and be taken at a mutually agreed-
63 upon, pre-approved site. If the customer re-
64 quires on-site testing, the customer's rules
65 will be observed.

66 An employee shall be subject to drug
67 testing, for cause, for any of the following
68 reasons:

69 1. Involvement in, or cause of, an in-
70 cident or accident during contract work as-
71 signment while on Owner/Contractor pre-
72 mises, which causes or could have caused

73 injury to the employee or another individual,
74 or which causes or could have caused de-
75 struction or damage to Owner/Contractor's
76 property.

77 2. Based on observed behavior which
78 is unusual to the circumstances, or the
79 individual's normal behavior, which indicates
80 or could indicate impairment or drug abuse.

81 3. If the results of the drug test are
82 positive, the cost and time will be paid by the
83 employee. If the results are negative, the
84 Employer will pay for the test and the
85 employee's time.

86 (h) Any Boilermaker who experiences
87 three (3) OSHA recordable incidents within a
88 revolving year must attend and complete the
89 MOST Safety Program before being as-
90 signed to a new job. A four (4) person Com-
91 mittee to be established (two [2] Union
92 committee members and two [2] Employer
93 committee members) to track and review
94 said incidents.

MEDICAL TREATMENT AND EXAMINATION

Article XXVIII

1
2

Employees on the job required to take
time off from their employment during work-

3 ing hours to secure treatment because of
4 injuries or industrial sickness arising out of
5 and in the course of their employment, shall
6 receive pay for such time, plus necessary
7 travel expense incurred in so doing and the
8 Employer shall provide medical attention.
9 Extent and frequency of subsequent treat-
10 ment during working hours, if questioned by
11 the Employer, must be approved by the
12 Employer's doctor.

AGREEMENT QUALIFICATIONS

Article XXIX

1 (a) It is not the intent of either party
2 hereto to violate any laws or any rulings or
3 regulations of any governmental authority or
4 agency having jurisdiction of the subject
5 matter of this Agreement, and the parties
6 hereto agree that, in the event any provision
7 of this Agreement is held to be unlawful or
8 void by any tribunal having the right to so
9 hold, the remainder of the Agreement shall
10 remain in full force and effect, unless the
11 parts found to be void are wholly insepar-
12 able from the remaining portions of this
13 Agreement.

14 (b) It is further understood that this
15 Agreement was negotiated with the Union by
16 a group of Employers engaged in the Field
17 Construction Industry in the area. Should this
18 Agreement, by notice given as herein pro-

19 vided, be opened for further negotiations,
20 such negotiations shall be conducted on the
21 same basis by the members of industry who
22 have executed this Agreement.

23 (c) It is expressly agreed that there are
24 no promises, agreements, understandings or
25 any other provisions, outside of this Agree-
26 ment with reference to the subject matter,
27 and that no representative of either party has
28 the authority to obligate either party by any
29 terms, stipulations not herein expressed.

30 **Repair and Modification Work.** Provi-
31 sions for a repair and modifications agree-
32 ment have been worked out and comprises
33 an appendix to this Agreement, copies of
34 which are available at the office of Local
35 Lodge No. 154.

SECURITY BOND

Article XXX

1 Any Contractor who has not estab-
2 lished a satisfactory credit rating or who has
3 become delinquent in the payment of wages
4 and/or fringe benefits to its employees and
5 to the benefit funds, shall, upon the request
6 of the Business Manager of Boilermakers
7 Local Lodge No. 154, post a security bond
8 with an approved surety in an amount which

9 will adequately secure the payment of wages
10 and fringe benefits for the expected duration
11 of the job.

12 In the event the Union is required to file
13 suit against the surety or the Contractor un-
14 der the security bond, the surety and/or Con-
15 tractor shall be obliged to pay the reasonable
16 attorney fees, court costs incurred and inter-
17 est at the prime rate, in addition to the prin-
18 ciple amount of wages and/or fringe benefits
19 due and owing.

DURATION OF AGREEMENT

Article XXXI

1 This Agreement shall become effective
2 June 1, 2003, and shall remain in full force
3 and effect until May 31, 2006, and from year
4 to year thereafter, unless either party shall in
5 no more than one hundred eighty (180) days,
6 or less than sixty (60) days prior to May 31,
7 2006, or any anniversary date thereafter,
8 notify the other party in writing of its desire
9 to modify or terminate this Agreement.

10 In the event notice is given in accor-
11 dance with the provisions of this Article, the
12 parties shall meet not later than fifteen (15)
13 days upon receipt of such notice. Should an
14 understanding not be reached within thirty

15 (30) days from the date such notice was
16 filed, the procedure outlined in Section 8 of
17 the Labor Management Act of 1947 will be
18 followed.

19 The foregoing Agreement was negoti-
20 ated at a general conference of Employers
21 and the Union in Pittsburgh, Pennsylvania,
22 by the following Employers' and Union's
23 representatives:

REPRESENTING THE UNION:

RAYMOND C. VENTRONE

Chairman

* * *

RAYMOND C. VENTRONE

Business Manager

DANIEL J. QUINN

Secretary-Treasurer

THOMAS J. O'CONNOR

President

MICHAEL J. VENTRONE

Business Agent

JOHN E. NUCCETELLI

Business Agent

MARK A. ANGLE

Committee Member

RAYMOND E. BERARDELLI

Committee Member

THOMAS J. DONNELLY, JR.

Committee Member

JOHN J. HUGHES

Committee Member

GERALD G. KLIMO

Committee Member

MICHAEL E. MASON

Committee Member

MARK A. SKASIK

Committee Member

C. ANTHONY SMARRA

Committee Member

REPRESENTING THE EMPLOYERS:

P. F. MUCK
Chairman

MICHAEL E. DESIMONE
Chairman

AP Com Power, Inc.
MICHAEL L. ACUFF

Babcock & Wilcox Construction Company
DAVE CRICHTON
JOHN SHUMACHER

Foster Wheeler Zack, Inc.
MICHAEL E. DESIMONE

Munroe, Inc.
P. F. MUCK

Minnotte Contracting Corporation
RICHARD GALIS

Simakas Company, Inc.
LYLE R. FISCHER

AGREEMENT

The parties signatory hereto examined, acknowledge and accept all of the terms and conditions in existence in the Collective Bargaining Agreement effective June 1, 2003 until May 31, 2006, by and between Local Union No. 154 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and the Boilermaker Employers of the Western Pennsylvania area.

The Employers signatory hereto recognize the territorial and work jurisdiction of Local Union No. 154 and hereby agree to fully comply with the same.

All of the terms and conditions of the aforesaid Labor Agreement are incorporated by reference hereto and will apply to and govern the employment of men within the jurisdiction of Local Union No. 154 for the duration of and until the above referred to Labor Agreement is terminated unless there are modifications or changes which must be agreed to by both parties and incorporated as such in writing.

Intending to be legally bound, the foregoing parties have affixed their signatures this _____ day of _____ 20____.

FOR THE CONTRACTOR

By _____

Address

**LOCAL UNION NO.154
of the International Brotherhood of
Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers and Helpers**

Business Manager

BOILERMAKER CONTRACT STIPULATION

(Local Agreement)

By their signatures hereto the undersigned Employer and Union bind themselves to the Boilermakers Local 154 Collective Bargaining Agreement, in effect from June 1, 2003 through May 31, 2006. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid labor agreement for the duration thereof and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Employer receives from the other written notice of cancellation of this agreement at least sixty (60) but not more than ninety (90) days prior to the termination of any such Local Agreement.

FOR THE EMPLOYER

Firm Name _____
(Please Print or Type) (Date)

By _____
(Signature) (Print or Type Name)

Title _____

Address _____

(City/State) (Zip Code)

Telephone _____
(Area Code/Number)

FOR THE UNION:

APPROVED BY:

Business Manager

International President

Date: _____ Date: _____