



# 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")



**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 remedies with the administrator of the Local Joint Referral Rules as specified in Article 9 below.

#### **Section 4 — Out-Of-Work Lists**

1           **Section 4.1** The Local Union shall establish and maintain an out-of-work list for registration and referral of qualified Boilermaker Journeymen and other applicable classifications. Registrants shall be referred from the out-of-work list in a nondiscriminatory, fair and equitable manner. This may include provisions to alleviate inequities or problems that arise due to variations of job duration or job requirements. Additional out-of-work lists for registration of qualified Boilermaker Journeymen and other applicable classifications may, where circumstances warrant, be established only on the basis of residency and/or work experience in the area of primary labor supply, which shall be a geographical area defined in the terms of state, county, city, or zone boundaries, or a combination thereof as determined by the Local Joint Referral Rules Committee.

1           **Section 4.2** A separate out-of-work list may where circumstances warrant be established for registration of applicants with less than the qualifications necessary to be 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 jurisdic-  
29 tion of the Local, or (2) who have satisfac-  
30 torily 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 (7<sup>1</sup>/<sub>2</sub>) 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 (1<sup>1/2</sup>) 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    lowering 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\_\_\_\_.

Business Manager

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---

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

---

Address

---

By

---

---

**FOR THE CONTRACTOR**

# 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: \_\_\_\_\_