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CONSTRUCTION AGREEMENT



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

SEPTEMBER 30, 2012 to DECEMBER 31, 2015



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ARTICLES OF AGREEMENT

between the

**PHILADELPHIA BOILERMAKERS
EMPLOYERS
(herein referred to as "Employer")**

and the

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

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

PREAMBLE

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

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

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

ARTICLE I

Scope and Purpose of Agreement

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

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

ADAMS	LYCOMING
BERKS	MIFFLIN
BUCKS	MONROE
BRADFORD	MONTGOMERY
CARBON	MONTOUR
CENTRE	NORTHAMPTON
CHESTER	NORTHUMBERLAND
CLINTON	PERRY
COLUMBIA	PIKE
CUMBERLAND	POTTER
DAUPHIN	PHILADELPHIA
DELAWARE	SCHUYLKILL
FRANKLIN	SNYDER
FULTON	SULLIVAN
HUNTINGDON	SUSQUEHANNA
JUNIATA	TIOGA
LACKAWANNA	UNION
LANCASTER	WAYNE
LEBANON	WYOMING
LEHIGH	YORK
LUZERNE	

AND NEW CASTLE COUNTY, DELAWARE

Section 2. The parties to this agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interest of the industry and the public, and they agree to strive to eliminate all factors which

tend toward unstabilizing these conditions. The signatory parties agree that all matters effecting the relationship established by this agreement shall be first discussed by conference between the individual parties. The parties further agree to cooperate fully in carrying out the intent of this paragraph.

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

ARTICLE II

Exclusive Referral

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

ARTICLE III

Working Conditions

Section 1. (a) This Agreement, except as otherwise provided for herein, covers the working rules and conditions of employment for all journeymen boilermakers, apprentices employed in the boilermaking trade by a signatory Employer including but not limited to: boilermaking, welding, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of

boilermaker material and equipment and such other work that comes under the trade jurisdiction of the boilermakers.

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

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

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

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

(b) When manual assistance is required by Gamma-Ray or X-Ray Technicians in the examination of Boilermaker work, a

Boilermaker will be assigned to perform the manual work that cannot be done by one technician. Any manual assistance will be on a required manpower basis and shall not include foreman or stewards. All stress-relieving and mechanical testing in the field of welds performed on work erected by the Boilermakers, will be assigned to the Boilermaker.

Section 3. As of the effective date of this Agreement all employees under the terms of this Agreement must be or become members of the Union thirty (30) days thereafter; the employees hired after the effective date of this Agreement shall be or become and remain members of the Union thirty (30) days after their date of employment in accordance with the provisions of the National Labor Relations Act.

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

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

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

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

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

ARTICLE IV Supervision

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

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

Example:

One (1) Foreman	1 to 10 Journeyman
Two (2) Foreman	11 to 20 Journeyman
Three (3) Foreman	21 to 24 Journeyman
One (1) General Foreman Plus Three (3) Foreman	25 to 30 Journeyman
One (1) General Foreman Plus Four (4) Foreman	31 to 40 Journeyman

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

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

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

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

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

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

ARTICLE V

Wages

Section 1. The employer shall pay the following rates:

Effective September 30, 2012

General Foreman	Journeyman rate + \$5.00
Foreman	Journeyman rate + \$3.00
Journeyman	\$39.97*

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

Effective January 1, 2014

General Foreman	Journeyman rate + \$5.00
Foreman	Journeyman rate + \$3.00
Journeyman	Increase \$1.90 (to be allocated)

Effective January 1, 2015

General Foreman	Journeyman rate + \$5.00
Foreman	Journeyman rate + \$3.00
Journeyman	Increase \$1.75 (to be allocated)

Note: *With the exception of MOST, it is mutually agreed that any further increase in benefits and/or cost would be deducted from the wage package.*

Fringe Benefits

Pension	(See Article XXIV)
Annuity	(See Article XXV)
Health & Welfare	(See Article XXIII)
Vacation	(See Article XXVIII)
Apprenticeship	\$0.55 per hours worked
MOST	\$0.34 per hours worked

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

CHECK-OFF deduction is based on five and a quarter percent (5.25 %) of gross salary and is to be sent to BOILERMAKERS LOCAL LODGE NO. 13, 2300 New Falls Road, Newportville, PA 19056, on or before the FIFTEENTH DAY AFTER THE END OF EACH MONTH.

The breakdown is as follows:

- a. Field Dues 4.25 %
- b. Local 13 Special Assessment 1%

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

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

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

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

ARTICLE VI

Hours of Work

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

Section 2. The Employer may establish two (2) or three (3) shifts on new construction work on the following basis: Where two (2) or three (3) shifts are worked, the first day shift shall be established on an eight (8) hour basis. The second shift shall be established on a seven and one-half (7 1/2) hour basis. The third shift shall be established on a seven (7) hour basis. The pay for the second shift for full time shall be equivalent to eight (8) times the employees' regular hourly rate plus ten (10%) percent. The pay for the third shift for full time shall be equivalent to eight (8) times the employees regular hourly rate plus ten (10%) percent. Second and third shifts shall work over into Saturday a.m. on this basis in order to complete their shift. When shifts are established in excess of eight (8) hours the shift differential shall be paid on straight time hours only. And it is agreed that these provisions shall supersede the National Boilermakers' Manufacturers Agreement.

Section 3. When an employee is employed for more than two (2) hours beyond the quitting time of his regular eight (8) hour shift, he will be allowed thirty (30) minutes to obtain a meal without loss of pay; and, if he is required to continue

to work he will be allowed a thirty (30) minute lunch period every four (4) hours, thereafter, without loss of pay, plus twelve dollars (\$12) for a meal every lunch period starting back to the end of his shift.

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

Section 5. The Employer may establish two-four days, ten hour shifts at the straight time wage rate Monday through Thursday on Prevailing Wage Municipal Water work only. These shifts are exclusive to the thirty minute lunch period. The day shift shall work 4 days at ten hours for ten hours per day. The second shift shall work four days at nine and one half hours for ten hours pay plus the shift additives of 10% of the hourly rate on new work and .25 cents on repair work. In the event the job is down due to weather conditions, or holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten hours a day or forty hours per week.

ARTICLE VII Overtime and Holidays

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

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

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

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

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

ARTICLE VIII

Minimum Pay and Reporting Time

Section 1. An employee reporting for work and not given work shall receive two (2) hours pay. An employee starting to work or called to work after the starting time of a shift shall receive not less than four (4) hours pay; and if such employee is required to work past four (4) hours, he shall receive not less

than a full eight (8) hours pay. On repair or unloading jobs, of less than one (1) day's duration, employees shall receive a minimum of eight (8) hours pay.

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

ARTICLE IX

Pay Day

Section 1. Men shall be paid weekly on a designated day during working hours, and in no case shall more than three (3) days pay be held in any one payroll period. Failure to pay wages during working hours on specified day, men shall receive overtime for waiting, except under circumstances beyond control of the Employer. Any Employer paying by check shall make arrangements for cashing same. A pay receipt itemizing each individual deduction will be issued to each man. Upon presentation of a signed authorized card, the obtaining of which shall be the responsibility of the Union, the Employer shall withhold field dues and submit same to the Local Office no later than fifteen (15) days after the end of the month in which dues accrued.

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

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

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

ARTICLE X

Duties of Stewards

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

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

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

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

ARTICLE XI

Business Manager and Responsibilities

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

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

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

ARTICLE XII

International Union Representation

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

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

ARTICLE XIII

Grievance and Arbitration Procedure

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

(b) Any such grievance shall be first considered by representatives of the Local Union and the Employer and if a settlement satisfactory to the Employer and Local Union cannot be reached within seven (7) calendar days, it will be reduced to writing and submitted to:

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

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

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

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

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

ARTICLE XIV

Safety Measures - Health and Sanitation

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

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

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

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

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

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

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

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

ARTICLE XV

Medical Treatment and Examination

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

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

The Union reserves the right to grieve any discriminatory practice.

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

ARTICLE XVI

Piece Work, Limitation and Curtailment of Production

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

ARTICLE XVII

Uniform Agreement

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

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

ARTICLE XVIII

Function of Management

Section 1. The Employer shall have the right to determine the extent of his operations at all job sites including but not limited to the selection of the kind of materials, supplies or equipment used in the performance of the work, the right to plan, direct and control job-site operations, to screen applicants, to hire, promote, lay off, discipline for proper cause, to maintain efficient work standards and to introduce new, improved or different methods or facilities for any purpose including more efficient and economical operation.

ARTICLE XIX

Agreement Qualifications

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

Section 2. Subcontractor Clause.

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

ARTICLE XX

No Strike, No Lock-Out

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

ARTICLE XXI

Payment of Benefits

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

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

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

ARTICLE XXII

Duration of Agreement

Section 1. This Agreement shall become effective September 30, 2012 and shall remain in full force and effect until December 31, 2015 and from year to year thereafter, unless either party shall at least sixty (60) days prior to any anniversary date thereof, notify or terminate this Agreement.

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

Section 2. The foregoing agreement was negotiated by the following committee at a meeting held on August 29, 2012.

ARTICLE XXIII National Health & Welfare Fund

Section 1. Schedule of Contributions

Effective January 1, 2013	\$ <u>8.47</u> per hours worked
Effective January 1, 2014	\$ _____ per hours worked
Effective January 1, 2015	\$ _____ per hours worked

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

APPENDIX "A" Health and Welfare

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

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

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

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

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

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

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

In exercising or in not exercising the power and authorities herein granted, the Committee shall act on and in accord with, but only on and in accord with, the vote of a majority

of the then members of the Committee. Having so acted, the Committee may designate its then chairman, alone or together with one or more other members of the Committee, to vote or to execute any document on behalf of the Committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

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

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

ARTICLE XXIV

Pension

Section 1. Schedule of Contributions

Effective January 1, 2013	\$ <u>17.27</u>	per hours paid
Effective January 1, 2014	\$ _____	per hours paid
Effective January 1, 2015	\$ _____	per hours paid

Section 1. The Employer shall pay into the Boilermaker-Blacksmith National Pension Trust the above sums for all hours

paid for by the Employer for all employees covered by this agreement. The Employer agrees to and shall be bound by the provisions of Appendix "B" relating to said Pension Trust.

APPENDIX "B"

Pension

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

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

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

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

Section 5. Employer hereby authorizes and directs the Committee named in this Agreement as representing the Employers, and as to the future, the Committee representing Employers to this Agreement with the Union or any local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other Employers covered by this Agreement.

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

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

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

In exercising or in not exercising the power and authorities herein granted, the Committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the Committee. Having so acted, the Committee may designate its then chairman, alone or together with one or more of its members, or one or more other members of the

Committee, to vote or to execute any document on behalf of the Committee and/or Employer and/or all or some of the other Employers covered by this Agreement.

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

ARTICLE XXV

Annuity

Effective September 30, 2012	\$ <u>4.50</u> per hours paid
Effective January 1, 2014	\$ _____ per hours paid
Effective January 1, 2015	\$ _____ per hours paid

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

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

ARTICLE XXVI Apprenticeship Training

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

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

1st 6 months	65%
2nd 6 months	65%
3rd 6 months	70%
4th 6 months	75%
5th 6 months	80%
6th 6 months	85%
7th 6 months	90%
8th 6 months	95%

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

APPENDIX "C" Apprenticeship

Section 1. In the Agreement to which this is an appendix and in this appendix, the Boilermakers Area Apprenticeship Funds is referred to as "Area Apprenticeship Funds", Apprenticeship Funds" and "Funds". The National Joint Apprenticeship Board

is composed of an equal number of Employer and Union representatives selected to represent the various areas established by the Trust Agreement. The Committee is the Employers' or Contractors' Negotiating Committee. The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers".

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

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

Section 4. Employer hereby authorizes and directs the Committee in this Agreement named as representing the Contractors and, as to the future, the Committee named in the then current Agreement successor to this Agreement with the Union or any local thereof, to do each and all of the following in his (Employer's) name and on behalf, either individually or in conjunction with other Employers covered by this Agreement:

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

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

against the removal of any Employer National Board Member under this Agreement.

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

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

ARTICLE XXVII M.O.S.T. Fund

(a) The Employer agrees to and shall be bound by the Trust Agreement, policies and procedures creating MOST, and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

(b) It is understood that the MOST Program is intended to be an Employer sponsored program. In recognition of the employee's participation in these programs on their own time, the Employers will fund any increases to the Most program as required by the Board of Trustees.

ARTICLE XXVIII
Boilermaker Vacation Trust

Section 1.

Effective September 30, 2012 \$ 3.00 per hours paid

Effective January 1, 2014 \$ _____ per hours paid

Effective January 1, 2015 \$ _____ per hours paid

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

APPENDIX "D"
Vacation Fund

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

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

John E. Clark, Jr.

John E. Clark, Jr.

John P. Borzell

John P. Borzell, Jr.

Daniel S. Drumm

Daniel S. Drumm

Michael J. Impagliazzo

Michael J. Impagliazzo

Darren L. Morgan

Darren L. Morgan

Michael W. Murray

Michael W. Murray

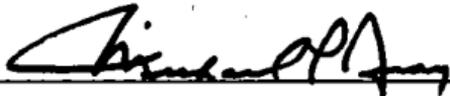
Joseph F. Smith, Jr.

Joseph F. Smith, Jr. - Alternate

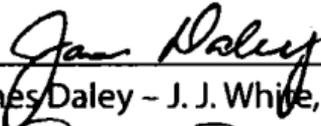
Martin Williams, Jr.

Martin Williams, Jr.

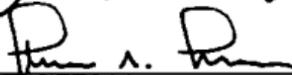
**REPRESENTING THE EMPLOYERS
PHILADELPHIA BOILERMAKER EMPLOYERS
NEGOTIATING COMMITTEE**



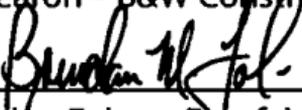
Michael P. Bray, Chairman – Shelby Mechanical, Inc.



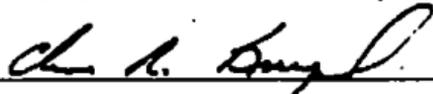
James Daley – J. J. White, Inc.



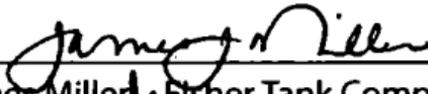
Thomas Fearon – B&W Construction Co.



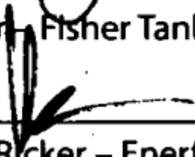
Brandon Folan – Enerfab, Inc.



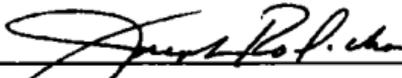
Chester Knight – AP Com Power



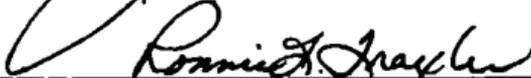
James Miller – Fisher Tank Company



Donald Ricker – Enerfab, Inc.



Joseph Rodichok – AP Com Power



Ronald Traxler – CBI Services, Inc.

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

PREAMBLE

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

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

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

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

1. SCOPE

- 1.1 In accordance with the non-discriminatory Uniform Referral Standards established by the National Joint Rules and Standards Committee and the Local No. 13

Collective Bargaining Agreement, the below-signed duly established Joint Referral Rules Committee has adopted the following rules and standards which shall govern the exclusive referral procedure in the geographical area under the jurisdiction of Local No. 13.

1.2 Normal Labor Market

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

2. LOCAL JOINT REFERRAL RULES COMMITTEE

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

2.1 Selection:

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

2.2 Duties:

The Local Joint Referral Rules Committee shall be empowered to establish, interpret or modify from time to time, as deemed advisable for the operation

of the exclusive referral procedure, any and all rules and regulations, consistent with the Uniform Referral Standards, including the establishment of appropriate out-of-work lists. Such proposed rules or modifications shall be submitted to the National Joint Rules and Standards Committee for approval as to conformance with the Uniform Referral Standards prior to implementation.

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

3. LOCAL JOINT REFERRAL DISPUTES COMMITTEE

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

3.1 Selection:

The union representatives shall be appointed by the International Vice President of the area and the employer representatives shall be appointed by the chairman of the employers' negotiating committee as specified in Article 9.2 below. A Local Joint Referral Disputes Committee shall consist of equal numbers of union and employer representatives. In no event,

however, will an agent of any party involved in a dispute be allowed to participate as a member of a Local Joint Referral Disputes Committee.

3.2 Duties:

- 3.2.1 The Local Joint Referral Disputes Committee shall investigate, hear and decide disputes arising out of the exclusive referral procedures, including but not limited to, disputes arising out of work registration, qualifications and competency of applicants, work referrals, preparation of the referral registration list and application of referral suspensions as specified in Article 8 below.
- 3.2.2 The Local Joint Referral Disputes Committee shall convene, as needed, to consider any referral disputes of record which have gone unresolved through the preliminary steps of the local joint referral disputes procedure as specified in Article 9 below.
- 3.2.3 The Local Joint Referral Disputes Committee will have full authority to determine the merit of any dispute properly submitted to it and to fashion appropriate remedies. In cases where the dispute involves a claim of misapplication of exclusive referral procedures by the Local acting as referral agent, an appropriate remedy will include payment of lost wages to the disputant by the Local only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the exclusive referral procedures. Decisions of the Local Joint Referral Disputes Committee shall be rendered in writing, signed by the committee member

transmitted to all parties to the dispute and reported to the National Joint Rules and Standards Committee. Such decision shall be final and binding.

- 3.2.4 In the event the Local Joint Referral Disputes Committee fails to render a decision, it shall submit the dispute to an impartial umpire to be appointed by the National Joint Rules and Standards Committee. The appointed umpire will have full authority to determine the merit of such dispute and to fashion an appropriate remedy. In cases where the dispute involves a claim of misapplication of referral procedures by the Local, an appropriate remedy will include payment of lost wages to the disputant by the Local only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the referral procedures. The fees and expenses of the umpire will be assessed among the participants at the discretion of the umpire absent prior agreement. Decisions of the impartial umpire will be final and binding.

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

4. OUT-OF-WORK LISTS

- 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.

- 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, apprentice or other classification. Such lists shall be maintained and operated in a fair, equitable, and nondiscriminatory manner.

5. REGISTRATION

- 5.1 Local No. 13 shall establish and maintain an appropriate nondiscriminatory registry facility for qualified construction Boilermakers, apprentices and other applicable classifications, as defined under the Agreement. Applicants available for employment and wishing to register for referral must be in possession of a current MOST drug screen certification, or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued. Verification

of current drug screen certification will be the responsibility of the Local through the offices of MOST.

- 5.1.1 It is the intent of the parties that priority in job opportunities to the extent allowed by law is established to assure the employers a reliable source of employees experienced at the work standards in the area and so as to assure employees that as they grow older their long service in the area will not go unrewarded.
- 5.1.2 Qualified construction Boilermakers who have the minimum qualifications as required in section 6.1.1 of these Rules and (1) who have further established at least 6,000 hours of Boilermaker field construction experience within the geographical jurisdiction of the Local, or (2) who have satisfactorily served an apprenticeship in the trade of field construction Boilermaker (subject to Section 6.1.2 of the Rules) within the geographical jurisdiction of the Local or (3) who have successfully completed the welding and written tests described in Section 6.1.1.1 which were administered by this Local's Joint Referral Rules Committee, shall register on the qualified construction Boilermaker journeyman "A" out-of-work list and shall be given priority referral.
- 5.1.3 Qualified construction Boilermakers who do not meet the established requirements as stated in Section 5.1.2 above shall register on the secondary qualified construction Boilermaker journeyman "B" out-of-work list and shall be given referral when the primary out-of-work list becomes exhausted.

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

5.2 Place of Registration

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

5.3 Registrar-Dispatcher

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

6. APPLICANTS FOR REGISTRATION

6.1 Boilermaker Classifications

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

6.1.1 Qualified Construction Boilermaker:

6.1.1.1 Boilermakers shall be qualified for registration on a Boilermaker out-of-work list, (1) who can satisfactorily establish that they have had at least six thousand (6,000) hours of actual, practical working experience in the boilermaking trade in the building and construction

industry, or (2) who have satisfactorily served an apprenticeship in the trade of field construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards, or (3) who are certified ASME pressure welders and pass an ASME, 6-G, GTAW-SMAW weld test to the satisfaction of a Local Joint Referral Rules Committee or its designee; and who successfully complete a written exam administered by a Local Joint Referral Rules Committee. The written exam will be developed by the Boilermakers National Apprenticeship Program/MOST Optimization Committee.

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

6.1.1.3 Irrespective of any other criteria for eligibility specified in these Rules, a Boilermaker welder with less than six thousand (6,000) hours of Boilermaker field construction experience shall be permitted to register and be referred to employment as a welder from this

Local's secondary qualified construction Boilermaker out-of-work list ("B" journeyman list) when meeting the requirements of Section 6.1.1.4.

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

6.1.1.5 Construction Boilermaker Welder:

Verification of a welder's current welding certification with an employer will be the responsibility of the Local through the offices of Common Arc or MOST. Boilermaker welders failing to pass two (2) consecutive welding certification examinations shall have their eligibility for registration as a welder revoked. A welder's revocation will continue until such time that he or she participates in a welder training program and certifies with an employer signatory to a collective bargaining agreement in the boilermaking construction industry.

6.1.1.6 Effect of Military Service Upon Special Certifications

When a Boilermaker applicant possessing certified special skills (e.g. welding) is activated for service in any branch of the United States Armed Services for a period of active service not exceeding that which is protected by USERRA or applicable law results in the expiration of

such certification, the Boilermaker, when returning to actively seeking employment, will not lose any referral opportunity as a result of the expired certification. Rather, the Boilermaker's referral status shall be "Currently Eligible, Retest Required." Any contractor to whom the Boilermaker is referred will be advised of the Boilermaker's prior certification with that contractor and the contractor will be requested to provide a retest for the purpose of renewing the certificate. The Boilermaker shall be given a reasonable time to prepare for and successfully complete the retest.

6.1.2 Qualified Boilermaker Apprentice:

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

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

6.2 Supplementary Out-Of-Work Lists

When applicants wish to register and do not qualify as a Boilermaker journeyman, apprentice or other classification, they may register on a supplementary

out-of-work list established in accordance with 4.2 of these Rules and be referred for work under the terms and conditions of the applicable collective bargaining agreement.

6.3 Confirmation Of Availability

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

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

When a Boilermaker applicant duly registered on any out-of-work list governed by these referral standards is activated for service in any branch of the United States Armed Services for a period of active service not exceeding that protected by USERRA or other applicable law and subsequently returns to actively seeking employment, his place on the out-of-work list will be, to the extent possible, that which he would have held but for the time spent on active duty, even if such requires placing him at the top of the list.

- 6.3.3 Applicants to the primary journeyman referral "A" list shall re-register or reconfirm their availability for job referral at least every two (2) weeks by telephone or in person at the Dispatch Office of Local Lodge No. 13.
- 6.3.4 Applicants to the secondary journeyman referral "B" list shall reconfirm their availability for job referral at least once a week in person, between the hours of 9 a.m. and 12 noon on Wednesdays, in order to maintain their position on the out-of-work list.
- 6.3.5 Registrants shall be available by telephone within a reasonable time or the next senior applicant on the list will be called. The dispatcher's discretion shall prevail in terms of "reasonable" in consideration of the requirements of the employer's work order being filled at the time of the call.
- 6.3.6 An applicant shall not be considered as eligible for registration on an out-of-work list if he or she is registered on any other out-of-work list in compliance with the National Minimum Standards or is working at the Boilermaker trade in any geographical location with the exception as stated in Article 6.3.8 below.
- 6.3.7 If it is found that an applicant placed his or her name on the out-of-work list in violation of the above, their name shall be removed immediately from the list and they shall be notified by mail to their last known address.
- 6.3.8 A registrant who has been referred to work from this dispatch office to a geographical area other than Local

No. 13 will remain registered on this out-of-work list, and be considered as short time status.

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

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

7. NONDISCRIMINATORY REFERRAL

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

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

7.2.1 Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in

any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements.

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

7.2.2.1 The employer shall have the right to reject any job applicant referred by the union who has not satisfactorily completed a M.O.S.T. ten (10) hour safety training class or another OSHA ten (10) hour course, provided the employer has previously stipulated this to be a condition of employment. This stipulation should be reduced to writing as soon as is practical by the employer and provided to the union for its records.

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

7.3 Requests by employers for key Boilermakers to act as foremen shall be honored without regard to the requested Boilermaker's place on the out-of-work list. Due to the extensive knowledge required of

the steward in the application of the bargaining agreement, jurisdiction, etc., the steward shall be appointed by the union without regard to position on the referral list.

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

7.5 Selection of applicants and transfer of employees

7.5.1 For any job performed within the geographical jurisdiction of the Local, an employer shall have the right to use these procedures for selection of applicants and transfer of employees as an alternative to the selection and transfer provisions of the applicable Boilermaker collective bargaining agreement, or when no provisions are contained in the applicable agreement. Each employer shall establish a list of preferred Boilermaker applicants from this local's journeymen "A" out-of-work list which may be updated once per calendar quarter. The employer will consider skills, attendance, reliability, and work performance when adding applicants to or removing applicants from the preferred list. Skills shall be based on four

categories: (1) welder, (2) rigger, (3) layout/blueprint, (4) general mechanic.

- 7.5.1.1 All preferred applicants must have and maintain a current MOST drug screen certification.
- 7.5.1.2 Preferred welders must be currently registered in Common Arc. Upon failure to promptly update certification of all welders on each jobsite, an employer may not be allowed to use priority referral of Common Arc welders or preferred welders on future jobs as determined by the National Committee after recommendation from the Local Committee. It is the intent of the National Joint Rules and Standards Committee that employers utilizing the Common Arc Program in a Local must make an earnest effort to certify all welders who avail themselves to scheduled Common Arc tests.
- 7.5.1.3 All preferred applicants must complete the MOST safety training program when sufficient opportunity is made available as determined by the Local Joint Referral Rules Committee. Applicants not availing themselves to complete the training program may be removed from all employers' preferred lists.
- 7.5.1.4 All preferred applicants must complete additional programs as determined by the National Joint Rules and Standards Committee.
- 7.5.1.5 Upon receiving an employer's list of preferred applicants, the local shall designate each preferred applicant to that employer using the same procedure for designating Common Arc welders to an employer.

- 7.5.1.6 All questions or disputes arising from the implementation of this Article shall be presented to the Local Joint Referral Rules Committee for recommendation to the National Joint Rules and Standards Committee.
- 7.5.1.7 When refusing referrals under this article, regular and preferred applicants shall be subject to the referral suspension of Section 8.1.2.
- 7.5.2 Selection of applicants
 - 7.5.2.1 The first two (2) employees on a job shall be the foreman, selected by the employer, and the steward, selected by the business manager, regardless of their positions on the out-of-work list.
 - 7.5.2.2 Except for foremen and stewards, applicants shall not be referred by name.
 - 7.5.2.3 The first applicant, after the foreman and steward, shall be referred according to regular placement on the journeyman "A" out-of-work list and skills required.
 - 7.5.2.4 The next applicant shall be from among the employer's preferred applicants according to placement on the journeyman "A" out-of-work list and skills required.
 - 7.5.2.5 Additional referrals shall continue in the above order on a one-to-one ratio until a maximum of twenty (20) applicants have been referred. When available and except for special circumstances, the local shall refer apprentices in keeping with the apprentice ratio of the applicable collective bargaining agreement. Referral of foremen classifications by name and apprentice

referrals shall not replace referrals of the employer's preferred applicants.

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

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

7.5.3 Transfer of employees

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

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

7.5.3.3 The next five applicants including apprentices shall be referred according to regular placement on the out-of-work list and skills required. Additional employees shall be referred on a one-to-one ratio according to 7.5.2.3 and 7.5.2.4 until a maximum of

ten (10) additional applicants have been referred. After ten (10) applicants including apprentices have been referred, additional referrals shall be according to regular placement on the out-of-work list and skills required.

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

7.5.4 Reduction of crews

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

7.6 An apprentice not satisfactorily completing the apprenticeship program shall not be allowed to apply the hours or welding certification obtained during the apprenticeship program toward the six thousand (6000) hour journeyman status or towards the provisions as specified in Section 6.1.1.3 above. Additionally, an apprentice shall not be allowed to apply any hours or welding certification obtained while on suspension or termination from the apprenticeship program toward the six thousand (6000) hour journeyman status or towards the provisions as specified in Section 6.1.1.3 above.

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

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

7.9 Suspension of Apprentices

Any Boilermaker apprentice who has been suspended or terminated from the apprenticeship program shall be removed from the apprentice out-of-work list immediately upon notification from the apprenticeship program. Suspension from the apprentice out-of-work list shall be for the duration of the period the Boilermaker apprentice is suspended or terminated from the apprenticeship program.

7.10 Any applicant who works ten (10) days or less on a job to which he has been referred shall, upon registration after lay-off, be placed on the out-of-work list in the position he occupied prior to his referral. Should the employee work one (1) day or less and is laid-off, it will

- not count as a complete referral and he will retain his place on both the long and short time lists.
- 7.11 On short time jobs, inclement weather days do not count if the job does not work. HOWEVER, when an applicant is referred to a short time job, he shall remain on that job for its duration. After being on the job more than ten (10) days, his name will be removed from the out-of-work list.
- 7.12 When more than one (1) journeyman is laid off on the same date, their names shall be placed on the referral list with priority given to the earliest previous in-dates on the referral cards.
- 7.13 Plate welders failing three (3) plate tests within any twenty-four (24) month period shall not be referred as a plate or pressure welder until the applicant has demonstrated that his skills have improved to the satisfaction of the Local Joint Referral Committee.
- 7.14 Pressure welders failing three (3) pressure tests within any twenty-four (24) month period shall not be referred as a pressure welder until the applicant has demonstrated that his skills have improved to the satisfaction of the Local Joint Referral Committee.
- 7.15 An applicant who has had the opportunity to upgrade his welding skills and passed a welding test with a contractor or by some testing laboratory shall upon presentation of the test papers to the local dispatcher be reinstated as a welder in the respective classification indicated on the testing papers.

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

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

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

8.1 Twenty-one (21) Day Suspension

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

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

8.1.2 Two (2) consecutive refusals of offered employment from the primary journeyman ("A") or from the apprentice out-of-work list within the jurisdiction of the Local referral facility, unless the registrant has a

reasonable excuse which is acceptable to the business manager. The dispatcher shall begin by making referral offers to registrants on the primary journeyman ("A") list. Any excuse or excuses must be noted each time of occurrence on the individual's referral record.

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

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

- 8.1.3 Discharge from employment for just cause, including absenteeism. The employer will have cause to discharge for absenteeism any employee who is excessively absent or who is absent from work for two consecutive days without prior approval or who on the second day fails to call in and notify the employer within two hours of the start of their regularly scheduled shift. In addition to the referral penalty specified herein, an employer will have cause to reject for up to six months any applicant, which it has previously discharged for

excessive or habitual absenteeism as defined by the employer's attendance policy. The employer must provide written notification of all such action to the appropriate referral facilities pursuant to Sections 11 and 12 of these referral procedures.

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

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

All suspensions imposed pursuant to Section 8.1 of these Rules shall be immediately imposed and applied against the individual in question. It shall be the responsibility of the referral agent to advise any registrant or applicant for registration on the out-of-work list of any such suspension. The individual shall have the right to file a timely dispute or grievance, whichever procedure is applicable, challenging the propriety of the suspension imposed. However, such suspension will not be held in abeyance pending

exhaustion of the grievance and/or dispute procedure. The time period for invoking the applicable procedure shall begin to run when the affected individual is reasonably notified of the suspension or circumstances requiring a suspension pursuant to 8.1 of these Rules.

8.2 Thirty (30) Day Suspension

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

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

8.3 Ninety (90) Day Suspension

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

- 8.3.1 Intentionally supplying the Local referral agency with false data, records, or other information used to establish qualification for registration and/or referral.**
- 8.3.2 Three (3) discharges from employment for just cause within any twelve-month period.**
- 8.3.3 Discharge from employment obtained under the auspice of the exclusive referral procedures for unlawful assault and/or battery.**
- 8.3.4 Intentional interference with proper operation of the exclusive referral procedures by obtaining or seeking to obtain bargaining unit employment with a signatory employer directly, in circumvention of the exclusive referral procedures, or by any other act calculated to**

circumvent and/or disrupt efficient, fair and equitable operation of the exclusive referral procedures.

8.3.5 Illegal strike activity.

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

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

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

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

- 8.4.2** It shall be the responsibility of the referral agent to advise a registrant or an applicant for registration on the out-of-work list of any prospective suspension then outstanding. Assuming that applicable time limits have not yet expired, the registrant or applicant for registration must, at that time, make an election either to initiate the appropriate procedure or waive any right to do so. Failure to invoke the applicable procedure in a timely fashion will, in any event, constitute default. If the appropriate procedure is initiated in a timely fashion, imposition of any suspension will be held in abeyance pending a final determination pursuant to 8.4.4 below.
- 8.4.3** If the registrant or applicant for registration waives invocation of the appropriate grievance or dispute procedure, or defaults, the suspension will become effective and will be applied immediately to one who is then registered and applied against any other upon registration or termination of current employment.
- 8.4.4** Should a registrant or applicant for registration elect to contest in a timely fashion any action which may lead to a suspension pursuant to 8.2 or 8.3, then such individual will be registered on the out-of-work list and be considered eligible for employment during the pendency of such grievance or dispute. Should any suspension be ultimately determined appropriate as against that individual by virtue of a final decision achieved through either the appropriate grievance or dispute procedure, then such suspension will be applied immediately against that individual if then

registered, or upon registration or termination of current employment.

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

8.5.1 Misconduct demonstrating an individual's unsuitability for further employment as a field construction Boilermaker (e.g. acts of violence, sabotage, job site theft, serious and chronic violations of referral rules) will be referred to the National Joint Rules and Standards Committee for consideration and recommendation. Such misconduct may be cause for more serious disciplinary action up to and including permanent removal from all out-of-work lists in conformance with the Uniform Referral Standards.

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

8.6 Grievances And Referral Disputes

In the operation of these exclusive referral procedures, referral suspensions may be imposed either as a direct

result of employer action or by ministerial action of the referral agent in the course of administering the provisions of exclusive referral procedure.

8.6.1 Grieve Employer Action

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

8.6.2 Dispute Hiring Hall Action

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

8.6.3 Cumulative Suspensions

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

8.6.4 Rescission Or Modification Of Suspensions

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

9. LOCAL JOINT REFERRAL DISPUTES PROCEDURE

9.1 Resolving A Referral Dispute With The Business Manager

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

9.2 Appointment Of Local Joint Referral Disputes Committee

The business manager shall refer the written dispute to the chairman of the Employers' Negotiating Committee and the International Vice President. The Vice President and employer chairman shall then appoint the respective members to the Local Joint Referral Disputes Committee. The individual and

the business manager may be required to submit in writing (in advance of any hearing), any information needed to properly resolve the dispute.

9.3 Appearance Bond

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

10. REPORTING OF SUSPENSIONS BY LOCALS AND NATIONAL COMMITTEE

All suspensions imposed shall be reported immediately on appropriate forms to the National Joint Rules and Standards Committee and to the individual. Suspensions for violations under 8.3.5 will be applied in all Local referral agencies governed by the Uniform Referral Standards unless such suspension is otherwise modified in accordance with the basic grievance procedure or the Local Joint Referral Disputes procedure.

11. REPORTING BY EMPLOYERS

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

12. REFERRAL AND TERMINATION RECORDS

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

13. AUDIT

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

14. CHANGE OR MODIFICATION

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

15. GENERAL SAVINGS CLAUSE

It is not the intent of the Local Joint Referral Rules Committee or the National Joint Rules and Standards Committee in operating under the Rules, Regulations and Standards set forth herein to violate any laws or any rulings of any governmental authority or State agency having jurisdiction of the subject matter contained herein, and it is understood and agreed between the members of the Local and National Committees that,

in the event any provision or provisions of the Rules, Regulations and Standards shall be held contrary to law, it shall not affect any other provisions hereof.

Signed, Local Comm. Jan. 21, 1995

Approved, National Comm. Jan. 26, 1995

Amended, Local Comm. Sept. 27, 1996

Approved, National Comm. Sept. 27, 1996

Amended, National Comm. June 3, 1997

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