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**CONSTRUCTION AGREEMENT**



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

**SEPTEMBER 30, 2009 to SEPTEMBER 29, 2012**



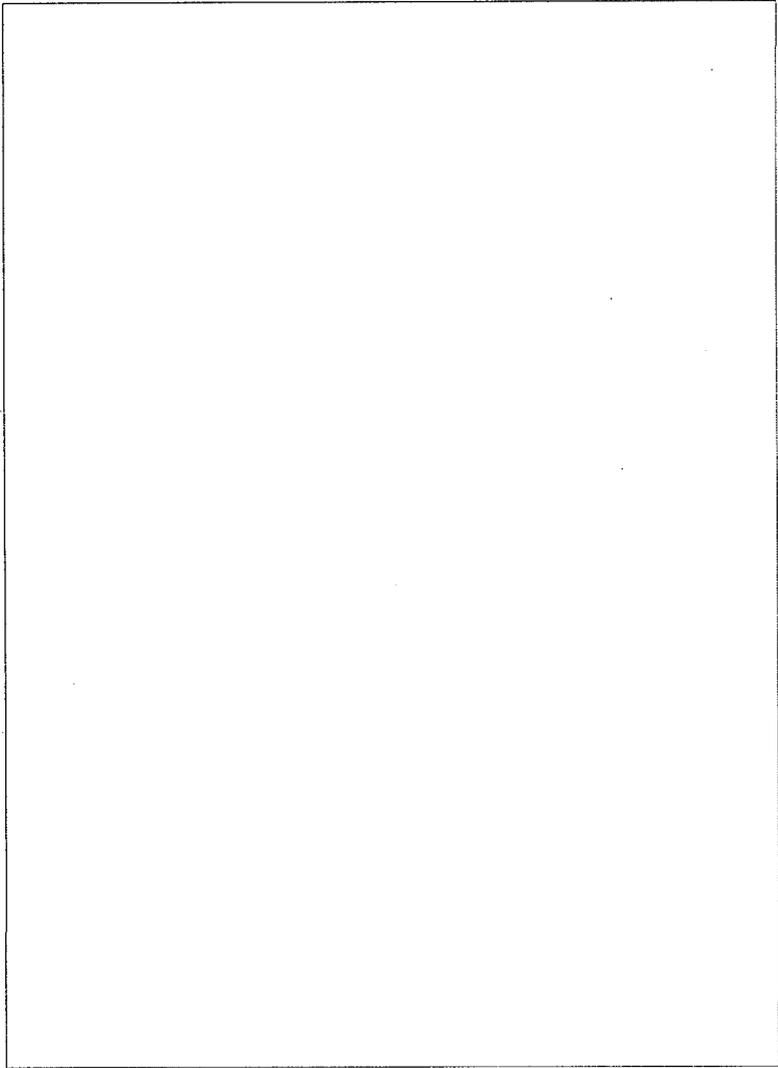
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**ARTICLES OF AGREEMENT**

between the

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

and the

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

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

## **PREAMBLE**

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

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

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

## **ARTICLE I** **Scope and Purpose of Agreement**

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

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

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

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

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

## **ARTICLE II Exclusive Referral**

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

**ARTICLE III**  
**Working Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV**  
**Supervision**

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

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

22 Example:

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

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

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

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

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

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

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

**ARTICLE V**  
**Wages**

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

Effective September 30, 2009

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

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

Effective January 1, 2010

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

Effective September 30, 2010

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

Effective September 30, 2011

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

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

Fringe Benefits

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

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

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

37 The breakdown is as follows:

38 a. Field Dues 4 %

39 b. Local 13 Special Assessment 1%

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

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

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

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

**ARTICLE VI**  
**Hours of Work**

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

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

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

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

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

#### **ARTICLE VII Overtime and Holidays**

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

9 All holidays set aside by the state or nation,  
10 namely, New Year's Day, Memorial Day, Fourth of July,  
11 Thanksgiving Day, General Election Day, and Christmas  
12 Day, shall be paid at double (2) time the straight time  
13 rate. When a holiday falls on a Saturday or a Sunday,  
14 the day observed by the nation will be observed.  
15 In no case shall the overtime rate exceed double (2)  
16 the straight time hourly rate of pay, except work performed  
17 on Labor Day, to protect life or property in jeopardy, and  
18 then employees shall receive the rate of four (4) hours for  
19 one, based on the hourly day shift rate.

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

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

**ARTICLE VIII**  
**Minimum Pay and Reporting Time**

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

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

**ARTICLE IX**  
**Pay Day**

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

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

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

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

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

**ARTICLE X**  
**Duties of Stewards**

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

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

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

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

**ARTICLE XI**  
**Business Manager and Responsibilities**

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

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

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

**ARTICLE XII**  
**International Union Representation**

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

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

**ARTICLE XIII**  
**Grievance and Arbitration Procedure**

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

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

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

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

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

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

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

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

#### **ARTICLE XIV**

##### **Safety Measures - Health and Sanitation**

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

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

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

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

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

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

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

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

**ARTICLE XV**  
**Medical Treatment and Examination**

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

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

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

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

**ARTICLE XVI**  
**Piece Work, Limitation and**  
**Curtailment of Production**

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

**ARTICLE XVII**  
**Uniform Agreement**

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

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

**ARTICLE XVIII**  
**Function of Management**

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

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

**ARTICLE XIX**  
**Agreement Qualifications**

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

11           Section 2. Subcontractor Clause.  
12           No Employer shall subcontract or assign any of the  
13 field construction work described herein which is to be  
14 performed at a job site to any contractor, subcontractor  
15 or other person or party who does not comply with all  
16 of the terms of this Agreement or a field construction  
17 agreement in effect in the area where the work is  
18 erected which has been approved by the International  
19 Brotherhood, and does not stipulate, in writing,  
20 compliance to the applicable fringe benefit funds and  
21 the Trust Agreement or Agreements covering same.

**ARTICLE XX**  
**No Strike, No Lock-Out**

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

**ARTICLE XXI**  
**Payment of Benefits**

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

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

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

**ARTICLE XXII**  
**Duration of Agreement**

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

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

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

**ARTICLE XXIII**  
**National Health & Welfare Fund**

1	Section 1. Schedule of Contributions	
2	Effective January 1, 2006	\$ <u>8.17</u> per hours worked
3	Effective January 1, 2010	\$ <u>8.47*</u> per hours worked
4	Effective January 1, 2011	\$ _____ per hours worked
5	Effective January 1, 2012	\$ _____ per hours worked

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

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

**APPENDIX "A"**  
**Health and Welfare**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXIV**  
**Pension**

1 Section 1.  
2 Effective September 30, 2008 \$ 7.80 per hours paid  
3 Effective January 1, 2010 \$ 10.53 per hours paid  
4 Effective January 1, 2011 \$ \_\_\_\_\_ per hours paid  
5 Effective January 1, 2012 \$ \_\_\_\_\_ per hours paid

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

**APPENDIX "B"**  
**Pension**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXV**  
**Annuity**

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

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

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

**ARTICLE XXVI**  
**Apprenticeship Training**

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

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

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

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

**APPENDIX "C"**  
**Apprenticeship**

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

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

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

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

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

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

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

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

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

**ARTICLE XXVII  
M.O.S.T. FUND**

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

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

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

**ARTICLE XXVIII  
BOILERMAKER VACATION TRUST**

1 SECTION 1.

- 2 Effective September 30, 2009           \$ \$3.00 per hours paid  
3 Effective September 30, 2010           \$ \_\_\_\_\_ per hours paid  
4 Effective September 30, 2011           \$ \_\_\_\_\_ per hours paid

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

**APPENDIX "D"  
VACATION FUND**

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