ARTICLES OF AGREEMENT

between the

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

for

Field Construction Work
performed within the jurisdiction of

LOCAL UNION No. 154
Pittsburgh, Pennsylvania
(herein referred to as "Union")

and the

BOILERMAKER EMPLOYERS
of the
WESTERN PENNSYLVANIA AREA
(herein referred to as "Employer")

June 1, 2003 to May 31, 2006
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PREAMBLE

1 WHEREAS, the parties hereto have 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 period of years; and

7 WHEREAS, the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and/or subordinate subdivisions thereof embrace within their membership large numbers of qualified Journeymen who have constituted in the past, and continue to do so, a majority of such employees employed by the Employer herein:

16 NOW, THEREFORE, the undersigned Employer and Union in consideration of the mutual promises and covenants contained herein agree as follows:
SCOPE AND PURPOSE OF AGREEMENT

Article I

(a) 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 provisions of existing laws. The Employer agrees that, upon the Union's presentation of appropriate evidence of majority status among its employees in the bargaining unit of the Employer covered by this collective bargaining agreement, the Union shall be voluntarily recognized as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit of the Employer on all job sites within the jurisdiction of this Agreement.

In the event of such a showing, the Employer expressly waives any right to condition voluntary recognition on the Union's certification by the NLRB following an NLRB election, unless a representation petition has been filed by a Petitioner other than the Employer prior to the Employer's voluntary Section 9(a) recognition. The Employer expressly waives the right to seek an NLRB election during the term of this contract, or any right to abrogate or repudiate this contract, during its effective term.
(b) This Agreement shall apply exclusively to the territory herein referred to as the Western Pennsylvania Area, composed of the following counties:

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Elk, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington and Westmoreland, in the State of Pennsylvania; Columbiana and Jefferson, in the State of Ohio; Brooke and Hancock, in the State of West Virginia.

This Agreement shall apply exclusively to all of the Employer's field construction work including but not limited to construction, erection, rigging, field fabrication, assembling, dismantling, unloading and repairing performed in the field coming under the jurisdiction of the Union.

(c) 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 unstablizing these conditions. The parties further agree to cooperate fully in carrying out the intent of this paragraph.
The Union, as exclusive agent must ensure only fully qualified Boilermakers are assigned to jobs. The Union shall not refer a Boilermaker who is receiving temporary disability payments because of a compensable injury, except to the Employer from who they are receiving disability benefits, if requested by that Employer.

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

FUNCTION OF MANAGEMENT

Article II

(a) 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 prosecution of the work, the right to plan, direct, and control job site operations; to hire, promote, lay off, discipline or discharge for proper cause.

The Employer shall have the right to transfer qualified Foremen, Area Foremen, Pushers, and Journeyman Boilermakers from
one job assignment to another, within the
Plant location, where they are working. The
Employer may transfer Boilermaker employ-
ees from one construction or maintenance
project to another, within the jurisdiction of
Lodge 154, provided, however, the number
of Boilermakers transferred shall not exceed
eight (8) in number.

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

When requested by the Employer, the
Union shall refer a former employee back to
the Employer at the same job site, provided
he was laid off because of weather, lack of
supplies, strike, or other circumstances be-
yond the control of the Employer. Such former employees may be requested for return to the Employer from which he was laid off within thirty (30) days after layoff, provided he is unemployed.

(b) **Termination Notice.** Employees may be terminated or discharged from employment for good cause only. Notice of discharge must be given directly to the employee and a written notice must be given to the Local Union Business Manager within forty-eight (48) hours of the discharge, setting forth the reason or reasons for the action taken.

Employees have a right, if they so desire, to file grievances, objecting to the action taken by their Employer. Such grievance must be filed within seventy-two (72) hours of their discharge notice.

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

(d) The above statement of management rights shall not waiver any of management's prerogatives not herein expressed, nor shall it limit rights of the Union either, in law or by contract.
NON-DISCRIMINATION

Article III

The Union and the Employer agree to abide by all Executive Orders and subsequent amendments, thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

UNIFORM REFERRAL STANDARDS AND JOINT REFERRAL RULES

Article IV – 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

—7—
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:

Section 1 — Scope

Section 1.1 In accordance with the non-discriminatory Uniform Referral Standards established by the National Joint Rules and Standards Committee and the Local No. 154 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. 154.

Section 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.
Section 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:

Section 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.

Section 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.
Section 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.

Section 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:

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

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

58 3.2.5 Prior to a request for a Local
59 Joint Referral Disputes Committee hearing,
the individual shall exhaust all available remedies with the administrator of the Local Joint Referral Rules as specified in Article 9 below.

Section 4 — Out-Of-Work Lists

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

Section 4.2 A separate out-of-work list may where circumstances warrant be established for registration of applicants with less than the qualifications necessary to be classified as a Boilermaker Journeyman, ap-
prentice or other classification. Such lists shall be maintained and operated in a fair, equitable, and nondiscriminatory manner.

Section 5 — Registration

Section 5.1 Local No. 154 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 Journeymen “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 Journeymen “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.
5.1.5 Boilermaker Sub-Journeymen shall be qualified for registration on Local No. 154’s “C” out-of-work list who can satisfactorily establish that they have at least 4,000 but less than 6,000 hours of Boilermaker Field Construction experience and shall be given referral when Boilermaker Journeymen are not available.

Section 5.2 Place of registration.
The registry for referral shall be the Office of Boilermakers Local No. 154 at 1221 Banks ville Road, Pittsburgh, Pennsylvania 15216.

Section 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.

Section 6 — Applicants for Registration
Section 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. Boil-
ermakers recruited under these provisions shall serve a probationary period of up to 6,000 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 falling 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.

6.1.2 Qualified Boilermaker Apprentice. Boilermaker apprentices shall be qualified for registration who can establish they are indentured and serving an apprenticeship as Field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

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

Section 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.

Section 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 “B” and “C” list applicants shall reconfirm their availability for job referral at least once a week (between the hours of 9:00 a.m. and 12:00 noon on Wednesdays) in order to maintain their position on the out-of-work list.
6.3.2.1 All applicants must be available by telephone, within a reasonable time, for job referral.

6.3.3 Referral preference will be given to applicants on "B" and "C" out-of-work lists who have telephone numbers within the geographical jurisdiction of Local 154.

6.3.4 Any applicant must be immediately available and not employed in the Boilermaker Construction Industry, or the next applicant on the list will be contacted.

6.3.5 An applicant shall not be considered as available for employment and eligible for registration if he is employed in the Boilermaker Construction Industry or registered on any other registration list unless agreed upon by the Employer and the Union to aid the industry.

Section 7 — Non-discriminatory Referral

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

Section 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.

7.2.3 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.

Section 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.

Section 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.

Section 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 Jour-
neymen “A” out-of-work list which may be
updated once per calendar quarter. The
Employer will consider skills, attendance,
reliability, and work performance when add-
ing applicants to or removing applicants from
the preferred list. Skills shall be based on
four categories: (1) welder, (2) rigger, (3) lay-
out/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 cur-
rently registered in Common Arc. Upon fail-
ure to promptly update certification of all
welders on each jobsite, an Employer may
not be allowed to use priority referral of Com-
mon 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 Na-
tional 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 them-
selves 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 (5) 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.

Section 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 thou-
sand (6000) hour journeyman status or towards the provisions as specified in Section 6.1.1.3 above.

Section 7.7 An applicant restricted from work by an administering physician, and desiring to return to work, shall be required to furnish to the referral office written evidence showing release by the same physician to perform Boilermaker Field Construction work.

Section 7.8 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.

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

7.9.1 Applicants laid-off from a short job will not be required to reconfirm as described in Section 6.3.1 unless their reconfirmation date occurred while the applicant
was on the jobsite, and upon conclusion of
the job, applicants must reconfirm their avail-
ability for work.

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

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

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

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

Section 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 Section 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.

**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 party withholding approval shall timely notify the individual in writing of the reason that such approval was withheld. An excuse acceptable to the Employer shall be reduced to writing by the Employer and forwarded to the Local for its records.

**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 Section 8.1 of
these Rules.

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

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

Section 8.3 Ninety (90) Day Suspension. An individual shall be suspended from
the out-of-work lists and ineligible to be re-
ferred 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 qualifica-
tion for registration and/or referral.

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

8.3.3 Discharge from employment ob-
tained 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.

Section 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 Sections 8.2 and 8.3 shall be first given notice
and opportunity to have the propriety of such
suspension considered through timely invo-
cation of the appropriate grievance and/or
dispute procedure. The time period for invok-
ing the applicable procedure shall begin to
run when the affected individual is reason-
ably notified of the suspension or circum-
stances requiring a suspension pursuant to
Sections 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 dis-
pute 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 out-
standing. Assuming that applicable time lim-
its have not yet expired, the registrant or
applicant for registration must, at that time,
make an election either to initiate the appro-
priate 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 initi-
ated in a timely fashion, imposition of any
suspension will be held in abeyance pend-
ing a final determination pursuant to Section
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 Sections 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.

Section 8.5 Imposition of and Appeal from Sanctions for Serious or Chronic Misconduct

8.5.1 Misconduct demonstrating an individual’s unsuitability for further employ-
ment 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.

Section 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 administrating 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 non-discriminatory 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.

Section 9 — Local Joint Referral Disputes Procedure

Section 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.
Section 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.

Section 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 fifty dollars ($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.

Section 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 Com-
mittee and to the individual. Suspensions for violations under Section 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.

Section 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.

Section 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.
Section 13 — Audit

Section 13.1 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.

Section 13.2 The Local Joint Referral Rules Committee or its designated representative shall have the right to audit, at any time, the operation of the exclusive referral procedure of Local 154.

Section 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.

Section 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 mem-
bers 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.

Section 16 — Indemnification Clause

Section 16.1 The Union will indemnify and hold harmless the Employer-members of the Joint Referral Committee and any appropriate Employer from any and all liability, which the Employer--Members of the Joint Referral Rules Committee and/or any appropriate Employer incurs, arising out of or resulting in the operation of the referral system, which is taken by the Union without the consent, knowledge or approval of the Employer-Members of the Joint Referral Rules Committee and/or any appropriate Employer.

Section 16.2 Any responsible Employer will indemnify and hold harmless the Union and the Union members of the Joint Referral Rules Committee from any and all liability which the Union or the Union committee members incur for unlawful operation of the referral system, which is incurred as a result of a unilateral intentional action by such Employer which is taken without the consent, knowledge, or approval of the Union, and which the Union relies upon in the operation of the referral system.
Section 16.3 The indemnification and hold harmless obligations set forth in the above two (2) paragraphs shall be applicable to liability incurred as a result of a final court of administrative decision, and shall not be applicable to liability incurred as a result of settlement short of a bona fide legal determination.

WORK CLASSIFICATION

Article V

(a) The duties of the Boilermaker Journeyman shall include boilermaking, boilermaker welding, acetylene burning, riveting, heating, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, and such other items as are regarded as Boilermaker Journeyman’s work.

(b) Any employee who is required to take a welding test shall be paid for the time required to take the test. The selection of welders to be tested shall be the responsibility of the Company. When it is apparent that an individual has misrepresented himself as an A.S.M.E. Certified Welder, he shall not be paid for the time to take such test.

(c) If the Employer requires an employee to pass a welding test, said employee
must be tested and informed of the results of the test within a fourteen (14) day work period from the beginning date of employment of the job. The Employer shall utilize certified welders and their skills to a reasonable extent while employed on the job.

(d) A Steward shall be a working Journeyman appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a Journeyman, be permitted to perform during working hours, such as his Union duties that cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. Stewards shall receive the regular Journeyman's rate of pay.

HOURS OF WORK

Article VI

(a) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m. and the regular quitting time shall be four-thirty (4:30) o'clock p.m.; lunch time shall be
twelve (12) o’clock noon to twelve-thirty (12:30) o’clock p.m.

The Employer may schedule employees for work at 7:00 a.m., 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. The Employer agrees to schedule all of his employees for work at the same time on a particular project.

The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. The starting time shall be between 7:00 a.m. and 8:00 a.m. Forty (40) hours per week shall constitute a week’s work Monday through Thursday. In the event a job is down due to weather conditions, 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. If Friday is scheduled as a make-up day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

The Employer may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through
Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9½) hours for ten (10) hours pay plus the shift additive of twenty-five cents (25¢) per hour. In the event the job is down due to weather conditions, or a 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 (10) hours a day or forty (40) hours per week.

An employee who is referred for employment whose work is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

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

(a-1) It is understood that the employees shall be in the change house, dressed, ready to work, at the designated starting time, and shall perform their assigned duties until the designated quitting time. If a project is shut down because of conditions beyond
the control of the Employer, employees who report for work, shall be paid actual time worked but not less than two (2) hours.

(b) When two (2) or three (3) shifts are required, the first shift shall work eight (8) hours at the regular straight time rate per hour. The second shift shall work seven and one-half (7½) hours and receive eight (8) hours pay at the regular straight time rate per hour plus twenty-five cents (25¢) per hour shift differential. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight time rate per hour plus fifty cents (50¢) per hour shift differential. Second and third shifts shall work over into Saturday a.m., on this basis in order to complete their shift. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative, and shall not be considered as time worked.

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

(d) When an employee is continuously employed for more than two (2) hours beyond the quitting time of his regular shift, he will be allowed thirty (30) minutes to obtain a meal without loss of pay.
(e) Employees assigned to work during the scheduled lunch period shall receive one-half (1/2) hour overtime and be allowed time, not to exceed thirty (30) minutes to consume their lunch on Employer’s time after completing such necessary or emergency work during their lunch period. Such emergency lunch time payments shall be restricted to those employees and their immediate supervisor actively engaged in such emergency work.

(f) **Coffee Breaks.** There shall be no scheduled coffee breaks. Coffee may be taken at the employee’s individual work station.

**OVERTIME AND HOLIDAYS**

**Article VII**

(a) The recognized holidays are: New Year’s Day, Decoration Day, Fourth of July, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas. No work shall be performed on Labor Day and Christmas except for the preservation of life and property. Employees will be paid two (2) times their straight time hourly rate if they work Labor Day. When a holiday falls on Sunday, the day observed by the state and nation will be observed.
(b) When the total hours worked by an employee in any week exceed the number of his regular-weekly hours, as set forth in Article VI, he shall be paid for such excess hours a premium (including statutory compensation) of one-half \((1/2)\) additional hour's pay for each hour worked in that week and on Saturdays, Sundays, recognized holidays, or any time in excess of twelve \((12)\) hours, an additional one-half \((1/2)\) hour.

Employees who complete their designated shifts as referred to in Article VI, Section B, on Saturday, shall be paid twelve \((12)\) hours at the regular straight time rate.

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

An employee after working his regular shift and is required to work overtime shall receive time and one-half \((1\frac{1}{2})\), Monday through Friday, and all work commencing with the beginning of the established work day on Saturday. All work commencing with the beginning of the established work day on Sundays and holidays, as defined in Article VII \((a)\), shall be paid at two \((2)\) times the straight-time hourly rate. Should any employee work through two \((2)\) consecutive shifts, he shall remain on overtime until he receives an eight \((8)\) hour break.
(d) Overtime is not to be demanded of any Employer by any workmen covered by this Agreement as a condition of employment on a job.

HIGH WORK

Article VIII

All Boilermaker employees working on erection, repairing, and dismantling of smokestacks, standpipes and water towers shall receive Boilermaker Journeymen’s rate. Apprentices shall be governed by Apprentice Agreement.

MINIMUM PAY AND REPORTING TIME

Article IX

(a) Any employee starting a shift or called and reporting to work after starting time of the first period of any shift, shall receive not less than four (4) hours pay, and if such employee is required to continue on the second period of the shift, he shall receive pay for not less than actual time worked.

(b) In case of inclement weather, all employees shall be paid a minimum of two (2) hours for reporting to work at the current rate of wages. Premium days to be paid at
time and one-half (1\(\frac{1}{2}\)) on Saturdays, and
double (2) time on Sundays and holidays.
Employees to remain on the job for two (2)
hours and be paid for them as though
worked. An authorized agent of the Em-
ployer and Union shall determine, at any time
during the first two (2) hours, whether or not
the weather conditions are such that the
work can proceed. However, the Employer
shall have the final prerogative.

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

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

(d) An employee reporting late for or
absenting himself from work, without just
cause, may be subject to discipline. Em-
ployees shall, whenever possible, give prior
notice to the Employer whenever they either
intend to report late or absent themselves
from work.

TRANSPORTATION
AND TRAVEL ALLOWANCE

Article X

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

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

(c) When work is located at a distance
farther than sixty (60) miles from the City
Hall, and the job is of seven (7) working days
duration or less, employees will be compen-
sated for transportation and travel expense
at the equivalent of the straight time hourly
rate not to exceed eight (8) hours in any
twenty-four (24) hour period. This applies
only to one (1) round trip, and, in the event
the employee leaves the job of his own ac-
cord, before the job is completed, the return
trip expense money shall not be paid to the
employee.

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

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

**PAY DAY**

**Article XI**

(a) Employees shall be paid weekly
on Friday during working hours and in no
case shall more than three (3) days be held
back in any one (1) payroll period. If wages
are not paid during working hours on Friday,
employees shall receive overtime for waiting.
The foregoing provisions are subject to
change by mutual consent of the Business
Representative of the Union and the
Employer.
(b) Employees who are discharged from the service of the Employer shall receive their wages and personal property immediately thereafter.

(c) When it becomes necessary to lay employees off, they shall be notified by the Foreman at least one (1) hour before regular quitting time and shall be paid in full at least one-half \(\frac{1}{2}\) hour before quitting.

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

(e) Employees notified during off hours of layoff or termination shall be paid in full within the next business day. If wages are not paid on the next business day either by mailed check or personal pick up, employees shall receive not more than eight (8) hours straight time pay for each twenty-four (24) hour period therefore until paid in full. It is recognized that emergency situations may arise, such as unscheduled work on the weekend or holiday and the Employer’s payroll department may be closed. When such instances occur, the checks should be prepared and furnished immediately upon re-
40 sumption of the first normal business day, 
41 with no penalty to the Employer, by mutual 
42 consent of the Business Manager of the 
43 Union and the Employer.

UNION REPRESENTATIVES

Article XII

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

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

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

(a) The selection and number of Foremen and General Foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of Foremen and General 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.

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

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

The Assistant Foreman shall act in a supervisory capacity and engage assistance to accomplish necessary results when need arises. The Assistant Foreman will not take the place of a Journeyman.
(c) All General Foremen, Foremen, and Assistant Foremen shall be practical mechanics of the trade.

(d) Where ten (10) or less Boilermakers are employed on a job, one (1) shall be a Foreman who may work with the tools. Where eleven (11) or more Boilermakers are employed on a job, one (1) shall be a Foreman who shall not work with the tools but act in a supervisory capacity.

(e) All classification of Foreman with the exception of the Assistant Foreman shall receive instructions from the Job Superintendents. The Assistant Foremen shall receive their instructions only from the Foreman. In the absence of the Foreman, the Job Superintendent or General Foreman may give instructions to the Assistant Foreman.

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

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

(g) Foremen shall not apply, in any respect, any regulations, rules, By-Laws or the provisions of the Union Constitution on the Employer's job site.
(h) Assistant Foremen shall remain with their respective work crews at all times a job is in progress. The number of Assistant Foremen assigned to a job shall be in conformity with Local or National Agreements.

(i) On all actual erection with the use of power operated rigs or cranes, no less than four (4) men and a Foreman or Assistant Foreman shall be employed. On unloading operations, a crew shall be assigned consistent with the individual Company's past practice in the local area. In the event of no past practice, the Company shall assign a crew consistent with safe operations.

(j) When a Company's major craft on a job is Boilermakers and a toolroom is necessary, the toolroom employee shall be a Boilermaker.

PIECE WORK, LIMITATION AND CURTAILMENT OF PRODUCTION

Article XIV

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

Article XV

1 No Employer shall sub-contract or assign any of the field construction work designed herein which is to be performed at a job site to any contractor, sub-contractor or other person or party who does not comply with all the terms of this Agreement and does not stipulate, in writing, compliance to the applicable fringe benefits funds and the Trust Agreement or agreements covering same.

WORK CLASSIFICATION AND JURISDICTION

Article XVI

1 (a) This Agreement covers the working rules and conditions of employment for all Journeymen Boilermakers and Apprentices employed in the Boilermaking Trade by a signatory Employer, including, but not limited to boilermaking, acetylene burning, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of Boilermaker’s material and equipment and such other work that comes under the trade jurisdiction of the Boilermakers. Journeymen Boilermakers may be required to perform any work coming within the scope of this Article and Article V of this Agreement.

—61—
16 (b) In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations, shall be handled in accordance with the procedure established by the National Joint Board or any successor agency of the Building and Construction Trades Department.

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

DECLARATION OF PRINCIPLES

Article XVII

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

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

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

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

10 (e) The employee shall be allowed fifteen (15) minutes to clean up and put away his tools for all work (new and repair). For employees working in a hazardous environ-
ment such as arsenic, lead, etc. sufficient additional clean-up time will be allowed.

(f) The Employer shall determine the competency and qualifications of any of his employees, and has the right to discharge any employee for any just and sufficient cause, provided, however, that he is not discriminated against.

(g) Welders shall be furnished suitable replacement of leather welding gloves. However, the welder shall furnish the first (1st) pair of leather welding gloves. Welder’s leather sleeves will be made available on the job for the welder’s use when, at the discretion of the Superintendent and Foreman, they are necessary for welders’ safety and protection. Such sleeves shall be the property of the Employer.

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

(i) The Union will provide the current wage rate classification for each man referred to a job. This information will be faxed or e-mailed to the jobsite to the attention of the Employer’s Superintendent. The Employer will have the right to recover overpaid wages where wage classifications are incorrect or misrepresented by the employee.
GRIEVANCE AND ARBITRATION PROCEDURE

Article XVIII

(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 not settled within seven (7) calendar days, it will be reduced to writing and submitted to,

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

(d) Then the grievance shall be submitted in writing within seven (7) calendar days, 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; shall be rendered within fourteen (14) calendar days from the time of reference to
the Arbitration Committee; and shall specify whether or not it is retroactive and the effective date thereof.

(e) If the two (2) members of the Arbitration Committee fail to select a neutral member within four (4) calendar days, the two (2) members already appointed shall, within four (4) calendar days, call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either the Employer or the Union’s representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within the said four (4) 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 ten (10) calendar days of occurrence or it will be considered closed.
WAGE SCALE

Article XIX

1 (a) The Employers shall pay and the members of the Union shall accept the following minimum wage scale which shall apply to all counties listed in Article I, paragraph (b) under the territorial jurisdiction of Local Lodge No. 154:

Effective June 1, 2003

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker Journeyman</td>
<td>$29.27</td>
</tr>
<tr>
<td>Assistant Foreman</td>
<td>$30.57</td>
</tr>
<tr>
<td>Foreman</td>
<td>$31.07</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$31.57</td>
</tr>
</tbody>
</table>

Effective June 1, 2004

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker Journeyman</td>
<td>$30.27</td>
</tr>
<tr>
<td>Assistant Foreman</td>
<td>$31.57</td>
</tr>
<tr>
<td>Foreman</td>
<td>$32.07</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$32.57</td>
</tr>
</tbody>
</table>

Effective June 1, 2005

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker Journeyman</td>
<td>$31.27</td>
</tr>
<tr>
<td>Assistant Foreman</td>
<td>$32.57</td>
</tr>
<tr>
<td>Foreman</td>
<td>$33.07</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$33.57</td>
</tr>
</tbody>
</table>
(b) Except at the beginning and ending of a job, the General Foreman and/or Foreman shall be guaranteed the full forty (40) hour payroll week, provided he works a minimum of three (3) days. Reason of sickness will satisfy the above insofar as the remaining two (2) days are concerned, providing he contacts the job early on the day(s) involved. Holidays will be considered as days worked. Assistant Foremen shall be guaranteed paid holidays.

**APPRENTICE CLASSIFICATION**

The Apprenticeship wage scale shall start at 60% of the Journeymen scale, and for each succeeding six (6) months thereafter, he shall be advanced as follows, upon approval of the Local Joint Apprenticeship Committee:

1. 1st 6 months .................. 60%
2. 2nd 6 months .................. 65%
3. 3rd 6 months .................. 70%
4. 4th 6 months .................. 75%
5. 5th 6 months .................. 80%
6. 6th 6 months .................. 85%
7. 7th 6 months .................. 90%
8. 8th 6 months .................. 95%

Employer agrees to strict adherence to payment of minimum hourly wage rates for Apprentices. The ratio of Apprentices em-
employed on a job shall be one (1) Apprentice for the first five (5) persons employed and one (1) Apprentice for each additional five (5) employees hired.

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

**WELFARE FUND**

**Article XX**

The Employers agree to pay into the Boilermakers National Health and Welfare Fund, the following per hour worked allocation of the Weekly Gross Wages, for any employee covered by this Agreement. Contributions to be forwarded each month to the Boilermakers National Health and Welfare Plan, 754 Minnesota Avenue, Suite 522, Kansas City, Kansas 66101-2766, not later than the fifteenth (15th) day of the following month. The Employer agrees to be bound by the provisions of the Boilermakers National Health and Welfare Plan Trust Agreement.

(A) National Health And Welfare Fund

Effective June 1, 2003

Four dollars and sixty-five cents ($4.65) per hour worked
Effective Jun 1, 2004
Four dollars and sixty-five cents
($4.65) per hour worked

Effective June 1, 2005
Four dollars and sixty-five cents
($4.65) per hour worked

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

(B) Supplemental Health & Welfare Fund. A Supplemental Health and Welfare Fund will be established and will be paid as follows:

Effective June 1, 2003
One dollar ($1.00) per hour worked

Effective June 1, 2004
One dollar and twenty-five cents ($1.25) per hour worked

Effective June 1, 2005
One dollar and fifty cents ($1.50) per hour worked

All monies specified above shall be made payable to the Boilermakers Lodge No. 154 Multiple Funds Account and remitted to
the designated Administrators of the Boilermaker Trust Funds. Payments must be made no later than the fifteenth (15) day of the month for the previous month.

PENSION
Article XXI

The Employer shall pay into the Boilermaker-Blacksmith National Pension Fund the following:

Effective June 1, 2003
Four dollars and twenty-five cents ($4.25) per hour paid

Effective June 1, 2004
Four dollars and seventy-five cents ($4.75) per hour paid

Effective June 1, 2005
Five dollars ($5.00) per hour paid

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

RETIEMENT SECURITY FUND
Article XXII

Each Employer shall pay into the Boilermaker Retirement Security Fund, the fol-
lowing amounts for each hour paid to each person employed by him who is in the bargaining unit represented by Local Lodge No. 154:

Effective June 1, 2003
Four dollars ($4.00) per hour paid

Effective June 1, 2004
Four dollars ($4.00) per hour paid

Effective June 1, 2005
Four dollars ($4.00) per hour paid

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

PAYROLL SAVINGS FUND AND OTHER DEDUCTIONS

Article XXIII

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

B. The Employer shall deduct for each hour paid to employees covered by this
Agreement from the gross weekly wages, as
a working assessment to Local No. 154 Boil-
ermakers Union Building and Training Ac-
count, as follows:

Effective June 1, 2003
Fifty cents ($0.50) per hour paid

Effective June 1, 2004
Fifty cents ($0.50) per hour paid

Effective June 1, 2005
Fifty cents ($0.50) per hour paid

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

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

E. Effective June 1, 2003, and, upon
presentation of a signed authorization, the
Employer shall withhold five cents ($0.05)
per hour paid from the gross weekly wages
of employees covered by this Agreement for
the Boilermakers Campaign Assistance Fund (CAF). Fifty percent (50%) of said deduction will be forwarded to the LEAP Campaign Assistance Fund in care of the International Secretary-Treasurer and Local 154 will retain fifty percent (50%) for Local and State Elections. Obtaining the signed authorization shall be the responsibility of the Union. The Union shall hold the Employer harmless and agrees to defend the Employer fully in any litigation resulting from this activity which is deemed to be a service to the Union by Employer. The signed authorization shall remain in full force and effect until cancelled in writing by the Employee.

All money deducted from the employees’ gross weekly wages as in the amounts specified above shall be made payable to: the “Boilermakers Lodge No. 154 Multiple Funds Account” and remitted to the designated administrators of the Boilermakers Trust Funds. Payments must be made no later than the fifteenth (15th) day of the month following the month in which such deductions were made.

All deductions made by the Employer are held by said Employer in trust for the respective Boilermakers Lodge No. 154 accounts or Funds.
The Employer agrees to be bound by the provisions of Boilermakers Lodge No. 154 Payroll Savings Trust Fund Agreement.

**APPRENTICESHIP TRAINING**

**Article XXIV**

1. It being understood and agreed that an Apprenticeship Training Program for the Northeastern States Area was formulated as of May 1, 1961, the Employer agrees to make contributions to this Fund the following amounts for each hour worked for any employee covered by this Agreement:

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

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

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

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

**UNION SECURITY AND CHECK-OFF**

**Article XXV**

1. **Section 1.** It shall be a condition of employment that all employees of the Em-
ployer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of the Agreement shall, on or after the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

Section 2. It shall also be a condition of employment and continued employment that all employees covered by this Agreement and hired on or after its effective date, shall on or after the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

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

Section 4. The Employer shall make every reasonable effort to make available the Authorization Forms to the employees for
signature. Each employee signing an Authorization Card shall sign two (2) copies, one (1) of which shall be retained by the Employer and the second of which shall be mailed to the Boilermakers Union Lodge No. 154 office.

Arrangements for transfer of funds so deducted by the Employer to GEM Group, Inc., shall be in accordance with arrangements made with the Union Business Manager, but in no event earlier than seven (7) days after deduction is made.

Section 5. It shall be a condition of referral for employment from the established exclusive Referral System, and continued employment thereafter, that qualified registrants for referral, who are seeking employment in the geographical work jurisdiction of Lodge No. 154, pay to Lodge No. 154, the field working dues or assessments in the amounts in effect on the date of their registration and referral as set forth in Article XXIII of this Agreement.

MOST

Article XXVI

The parties to this Collective Bargaining Agreement will cooperate to accomplish a drug-free environment and a safe work
place. The MOST Drug Screening Program shall be mandatory for all Boilermakers once per calendar year. It is further agreed by the parties that drug screening employment and pre-employment, including random and for-cause, shall be based upon requirements of the Employer or owner.

The Employer agrees to contribute the apprenticeship contribution rate established in Article XXIV, plus twenty-four cents ($ .24) per hour worked to to the Mobilization Optimization Stabilization and Training Program (MOST). This contribution will entitle the Employer to the entire MOST Program.

SAFETY MEASURES

Article XXVII

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

(b) A warm, clean, dry place shielded from dust shall be provided for employees to change their clothes, wash up, and eat lunches. Properly cooled drinking water and sanitary facilities, properly maintained, will be made available. Attempts will be made to obtain use of the customer’s toilets and wash facilities. If failing to gain the use of the
customer's facilities, the Employer shall, where there is access to running water and sewer if possible, provide a means of wash up. Hand soap or similar cleansing agents shall be provided, including paper hand towels or similar products.

(c) Scaffolding, staging, walks, ladders, gangplanks and other safety appliances shall be provided where necessary. When special scaffolding is for the exclusive use of the Boilermaker, it shall be constructed in a safe and proper manner by competent Boilermaker Journeymen subject, however, to the scope of Article XVI of this Agreement.

(d) In addition to the Employer being required to furnish adequate safety measures and equipment, it shall also be a requirement of the employees to conform to safety regulations and measures as provided.

(e) In the event of fire or flood damage to the workmen's change house, the Employer agrees to be responsible for the replacement of personal belongings which may have been destroyed. The employee will be required to submit proof of loss, and the maximum allowance for any given individual and/or occurrence shall not exceed Four Hundred Dollars ($400.00).

(f) Radiation Exposure. All state and federal laws and regulations covering radia-
tion exposure shall be applicable under this Agreement.

The Contractor and/or Employer agree to make available to the employee and the Local Union, records on film badge exposure, which records shall provide a running total of each employee’s radiation exposure weekly. The Contractor and/or employees are responsible for assuring and providing accurate personnel dose monitoring equipment and procedures, including the film badge determinations.

(g) Drug Testing. If required by a customer or law, the Employer shall have the right to require a pre-employment drug test as a condition of employment. Securing of the test shall be the Applicant’s responsibility, and shall be performed on his/her time. The cost of the test will be at the Employer’s expense and be taken at a mutually agreed-upon, pre-approved site. If the customer requires on-site testing, the customer’s rules will be observed.

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

1. Involvement in, or cause of, an incident or accident during contract work assignment while on Owner/Contractor premises, which causes or could have caused
injury to the employee or another individual, or which causes or could have caused destruction or damage to Owner/Contractor’s property.

2. Based on observed behavior which is unusual to the circumstances, or the individual’s normal behavior, which indicates or could indicate impairment or drug abuse.

3. If the results of the drug test are positive, the cost and time will be paid by the employee. If the results are negative, the Employer will pay for the test and the employee’s time.

(h) Any Boilermaker who experiences three (3) OSHA recordable incidents within a revolving year must attend and complete the MOST Safety Program before being assigned to a new job. A four (4) person Committee to be established (two [2] Union committee members and two [2] Employer committee members) to track and review said incidents.

MEDICAL TREATMENT AND EXAMINATION

Article XXVIII

Employees on the job required to take time off from their employment during work-
ing hours to secure treatment because of injuries or industrial sickness arising out of and in the course of their employment, shall receive pay for such time, plus necessary travel expense incurred in so doing and the Employer shall provide medical attention. Extent and frequency of subsequent treatment during working hours, if questioned by the Employer, must be approved by the Employer's doctor.

AGREEMENT QUALIFICATIONS

Article XXIX

(a) It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental 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 the Agreement shall remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

(b) It is further understood that this Agreement was negotiated with the Union by a group of Employers engaged in the Field Construction Industry in the area. Should this Agreement, by notice given as herein pro-
vided, be opened for further negotiations, such negotiations shall be conducted on the same basis by the members of industry who have executed this Agreement.

(c) It is expressly agreed that there are no promises, agreements, understandings or any other provisions, outside of this Agreement with reference to the subject matter, and that no representative of either party has the authority to obligate either party by any terms, stipulations not herein expressed.

Repair and Modification Work. Provisions for a repair and modifications agreement have been worked out and comprises an appendix to this Agreement, copies of which are available at the office of Local Lodge No. 154.

SECURITY BOND

Article XXX

Any Contractor who has not established a satisfactory credit rating or who has become delinquent in the payment of wages and/or fringe benefits to its employees and to the benefit funds, shall, upon the request of the Business Manager of Boilermakers Local Lodge No. 154, post a security bond with an approved surety in an amount which
will adequately secure the payment of wages and fringe benefits for the expected duration of the job.

In the event the Union is required to file suit against the surety or the Contractor under the security bond, the surety and/or Contractor shall be obliged to pay the reasonable attorney fees, court costs incurred and interest at the prime rate, in addition to the principle amount of wages and/or fringe benefits due and owing.

**DURATION OF AGREEMENT**

**Article XXXI**

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

In the event notice is given in accordance with the provisions of this Article, the parties shall meet not later than fifteen (15) days upon receipt of such notice. Should an understanding not be reached within thirty
15 (30) days from the date such notice was
16 filed, the procedure outlined in Section 8 of
17 the Labor Management Act of 1947 will be
18 followed.

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

RAYMOND C. VENTRONE
Chairman

* * *

RAYMOND C. VENTRONE
Business Manager

DANIEL J. QUINN
Secretary-Treasurer

THOMAS J. O'CONNOR
President

MICHAEL J. VENTRONE
Business Agent

JOHN E. NUCETELLI
Business Agent

MARK A. ANGLE
Committee Member

RAYMOND E. BERARDELLI
Committee Member

THOMAS J. DONNELLY, JR.
Committee Member

JOHN J. HUGHES
Committee Member

GERALD G. KLIMO
Committee Member

MICHAEL E. MASON
Committee Member

MARK A. SKASIK
Committee Member

C. ANTHONY SMARRA
Committee Member
REPRESENTING THE EMPLOYERS:

P. F. MUCK  
Chairman

MICHAEL E. DeSIMONE  
Chairman

AP Com Power, Inc. 
MICHAEL L. ACUFF

Babcock & Wilcox Construction Company  
DAVE CRICHTON  
JOHN SHUMACHER

Foster Wheeler Zack, Inc.  
MICHAEL E. DeSIMONE

Munroe, Inc.  
P. F. MUCK

Minnotte Contracting Corporation  
RICHARD GALIS

Simakas Company, Inc.  
LYLE R. FISCHER
AGREEMENT

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

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

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

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

—87—
Business Manager

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

Address

By

FOR THE CONTRACTOR
BOILERMAKER CONTRACT STIPULATION  
(Local Agreement) 

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

FOR THE EMPLOYER

Firm Name ____________________________________________

(Please Print or Type) (Date)

By ____________________________________________

(Signature) (Print or Type Name)

Title ____________________________________________

Address ____________________________________________

(City/State) (Zip Code)

Telephone ____________________________________________

(Area Code/Number)

FOR THE UNION: APPROVED BY:

__________________________________________  ____________________________________________

Business Manager International President

Date: ___________________ Date: ___________________