

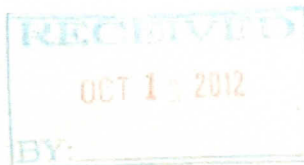


NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

Stephen R. Lindauer
Impartial Secretary/CEO

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October 8, 2012



[REDACTED]

Mr. Anthony N. Jacobs
Special Assistant to the International President/Construction Sector Operations
Boilermakers International Union
8000 Corporate Drive
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Landover, MD 20785

Gentlemen:

At its meeting on October 4, 2012 in Arlington, Virginia, the National Maintenance Agreements Policy Committee, Inc. (NMAPC) Grievance Review Subcommittee reviewed a dispute between Boilermakers Local Union No. 27 and [REDACTED]

The Union alleges that on March 17, 2012, the Employer violated National Maintenance Agreements (NMA) – Article XXIII – Management Clause, at the [REDACTED], [REDACTED] when the grievant was sent to the doctor on a Saturday to obtain a medical work release for a non-work related injury. The Union also alleges that previously, another employee who was required to serve a one (1) day suspension for violating the “Rules to Live By” was allowed to work on Saturday and serve his suspension on a non-overtime work day. The Union further alleges that on March 22, 2012, the Grievant was terminated and designated not for rehire due to an alleged safety violation resulting from a comment that the grievant allegedly made at the guard shack that morning, which was deemed threatening by the guard. The Union requests that the grievant be compensated for one half (½) hour pay and be issued a clean layoff, and made eligible for rehire.

The Employer asserts that on March 17, 2012, the grievant was not admitted entry to the site until the grievant could produce a medical work release from the grievant’s medical practitioner because he was observed wearing a knee brace. The Employer further asserts that the grievance filed is untimely, as it was filed more than ten (10) days following the alleged incident.

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In addition, the Employer asserts that on March 22, 2012, the grievant was terminated due to threatening comments that were allegedly made by the grievant, which created a safety concern at the facility, as reported by the security guard at the gate. The Employer further asserts that pursuant to NMA – Article XXIII – Management Clause, and NMA – Article XIX – Hiring and Transfer of Craft Workers, the grievant was designated as not eligible for re-hire. Finally, the Employer requests that the grievance be denied.

After reviewing all the information submitted, both written and oral, the Subcommittee determined that no violation of the National Maintenance Agreements occurred and therefore, the grievance was denied. **This determination is based on the facts presented and reviewed in the instant case and only applies to this specific grievance.**

Very truly yours,



Stephen R. Lindauer

SRL/dmh

cc: NMAPC Committee