NORTHEASTERN STATES

ARTICLES OF AGREEMENT

between the

International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, AFL-CIO

and

THE FIRMS WHOSE SIGNATURES
ARE AFFIXED HERETO

Effective January 1, 2015 through December 31, 2017

NORTHEASTERN STATES
ARTICLES OF AGREEMENT

between the

International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, AFL-CIO
(Herein referred to as "Union")

and the

SIGNATORY CONTRACTORS
(Herein referred to as "Employer" or "Contractor")

Effective January 1, 2015 through December 31, 2017

NORTHEASTERN STATES
Articles of Agreement

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PREAMBLE

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

WHEREAS, the International Brotherhood of Boilermakers, Iron Ship Builders, 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 the employees employed by the Employer herein;

NOW, THEREFORE, the undersigned Employer and Union, in consideration of the mutual promises and covenants contained herein, agree as follows:

ARTICLE 1
SCOPE AND PURPOSE OF AGREEMENT

(a) This Agreement shall apply exclusively to the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut and the following Counties in New York State:

Albany, Broome, Cayuga, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Onondaga, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady Schoharie, Seneca, Tioga, Tompkins, Warren, Washington.

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

(b) The parties to this agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interest of the industry and the public and they agree to strive to eliminate all factors which tend toward unstabilizing these conditions. The signatory parties agree that all matters affecting the relationship established by this agreement shall be first discussed by conference between the individual parties. The parties further agree to cooperate fully in carrying out the intent of this paragraph.

(c) It is the intent of the Employer and the Union in establishing working rules herein to carry out the Policies and Declaration of Principles announced by the Building and Construction Trades Department AFL-CIO. It is understood that the NCA-BCTD Work Rules Agreement, dated June 1, 1973, will apply on all projects where said rules are enforced uniformly on the project.

ARTICLE 2
RECOGNITION

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 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 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.

ARTICLE 3
UNION SECURITY

(a) As of the effective date of this Agreement, all employees under the terms of this agreement must be or become members of the Union thirty (30) days thereafter; the employees hired after the effective date of this agreement shall be or become and remain members of the Union thirty (30) days after their date of employment

in accordance with the provisions of the National Labor Relations Act. (This clause shall be effective only in those states permitting Union Security.)

In the event Federal Legislation should be passed changing Union Security regulations in the construction industry, upon proper notice by either party, this Article shall be opened for further negotiations.

(b) 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.

ARTICLE 4
FUNCTIONS OF MANAGEMENT

The Employer shall have full right to direct the progress of the work and to exercise all function and control, including but not limited to, the assignment of duties to employees, the selection of the kind of materials, supplies or equipment used in the prosecution of the work, the qualifications of his employees and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against. In addition to the employer's prerogative to terminate individuals with excessive absenteeism, the employer has the right to keep an ongoing record of employees with a record of absenteeism and for instances not warranting termination to refuse to allow the employee

to work overtime on Saturday, Sunday, or Holidays.

If either of the measures are taken, the employer, shall notify the local union, and if requested provide attendance records.

ARTICLE 5
JOB SITE SUBCONTRACTING

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

ARTICLE 6
JOB NOTICE

(a) In order to insure the satisfactory progress of each job, the Employer will furnish the local Business Manager and the International Headquarters with the following job information as soon as possible and practical:

i. Location of job site
ii. Approximate staring date and duration
iii. Type of job
iv. Approximate manpower requirements

(b) When an Employer signatory to the Northeast Agreement is bidding a project against non-union bidders said Employer shall have 100% selectivity from the local out of work list. The contractor shall request this in writing to the Local Business Manager. The Contractor shall provide the bid list and scope of work to be performed. Final approval to be granted by the International Vice President of the area.

ARTICLE 7
REFERRAL OF PERSONNEL

(a) The referral of personnel shall be in accordance with the provisions of Appendix "C" attached hereto. However, in the event the Union is unable to fill the request for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and Holidays, excepted), the Employer may employ workmen from any source. The Employer shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, safety trained, and qualified field construction boilermakers, boiler apprentices, and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen/safety training certification or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued shall be considered available for referral and employment. If a Boilermaker has three (3) OSHA recordable incidents within a three year period he must undergo MOST Safety Training before being referred to another job.

(b) Boilermaker employees shall supply their own small tools.

i. 12” Crescent wrench
ii. Sidecutts
iii. 25’ Tape

(c) An employer shall furnish each boilermaker with a set of work/welding gloves. Except for gloves damaged through fair wear and tear, each boilermaker is responsible for replacement gloves at his/her expense for the term of his/her employment on that site.

(d) The first two (2) boilermakers on the job shall be the foreman, selected by the employer and the steward as designated by the Union. The employer may then select the first five (5) applicants per shift for employment from the appropriate out of work list, with the next five per shift designated by the Union. Thereafter, additional referrals shall continue on a one-to-one ratio not to exceed twenty-five employer requests per project.

(e) The employer may also transfer up to Five (5) boilermakers from one project to another within the geographical jurisdiction of local union or Zone.

(f) On any short duration small boiler job under contract at 30 days or less, if the duration of the job continues beyond 30 days the Employer shall discuss with the Business Manager or his designee the possibility of extending the duration. The Employer has the right to bring

the first man as the foreman throughout Local 5's Zone 175 and Zone 197. The Union will supply the second man (the Steward). If any additional foremen are required, they shall come from the Zone where the work is being performed. As additional men are required, the manning will be in the same order. The next man will be requested by the Employer from either Zone and the man after will come come from the appropriate Zone's out of work list up to a total of 6 men. The Employer will have the right to transfer a crew of 6 men including the foreman throughout Zones 175 & 197. The Union asks that the crew, when available, consist of an equal number from each Zone. In addition, it will be understood that Zone 197 wage package will be paid to all transferee's regardless of the Zone where the work is being performed. Any additional employees will come from within the Zones jurisdiction.

ARTICLE 8
TRADE JURISDICTION

(a) This Agreement, except as otherwise provided for herein, 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, welding, plasma arc, overlay welding, acetylene burning, rubber lining, fiber glass, riveting, chipping, caulking, rigging, fitting-up, grinding, reaming, impact machine operating, unloading and handling of the boilermakers' material and equipment, and such other work that is recognized as coming under the trade jurisdiction of the boilermakers.

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

(c) 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 Impartial Jurisdictional Disputes Board or any successor agency of the Building and Construction Trades Department.

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

(e) When an employers' major craft on a job is Boilermakers and a tool room man and or men are required, the tool room man or tool rooms shall be manned by Boilermakers.

ARTICLE 9
UNION ACCESS TO JOB

The Business Manager, or his designated representative shall be admitted to jobs where the Employer is performing work for a customer. Such admission, however, shall be subject to the customer's regulations governing the admission of visitors.

ARTICLE 10
SUPERVISION

(a) The selection and number of assistant foremen, foremen and general foremen shall be entirely the responsibility of the Employer. It is understood that in the selection of foremen and assistant foremen, the Employer will give first consideration to and request the referral of those who have successfully completed the Boilermaker Foreman Training Program or other qualified men available in the local area without persuading any employee to leave one employer for another. The Employer shall have the right to send General Foremen into any local territory where work is being performed as follows:

(b) All foreman and assistant foremen shall be practical mechanics of the trade.

(c) There shall first be a foreman on every job and an assistant foreman after the first fifteen (15) men and as many assistant foremen as the Employer deems necessary thereafter.

(d) Where eight (8) or less men are employed on a job, one (1) shall be a foreman who shall work with the tools if required by the Employer. Where nine (9) or more men 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) It is agreed that all classifications of foremen referred to herein shall accept instructions from the Employer's superintendent(s). However, the superintendent(s) shall not give instructions to the other employees covered by the terms of this Agreement.

(f) When desired by the employer, with mutual agreement from the Business Manager, for specific projects, the foreman may also serve as Company Superintendent.

ARTICLE 11
JOB STEWARD

(a) It is understood and agreed that the steward's duties shall not include any matters relating to referral, hiring or laying off of employees.

(b) Stewards shall not, by reason of their position as stewards, be exempt from the work required of journeymen on the job site and shall work the full day of journeymen except when specifically engaged in handling grievances of the Union and other recognized duties related to the successful prosecution and completion of the job. Stewards shall receive the regular journeyman's rate of pay provided he remains on the job or has authorization from his Employer to leave the jobsite.

(c) The Employer agrees that the steward will not be laid off until proper notification has been given to the Union and that he will be the last employee laid off (other than the foreman) providing he is qualified to perform the remaining work.

(d) The Steward or designate who has completed the M.O.S.T. Hazard Recognition course, and the Contractor site representative shall perform a daily job-site walk through and mutually review safety issues and toilet and wash facilities at no liability to the Union. On job sites where no one has completed the M.O.S.T. course the designee shall be the job steward.

ARTICLE 12.
NO PIECE WORK AND LIMITATION AND CURTAILMENT OF PRODUCTION

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

ARTICLE 13.
HOURS OF WORK

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work.

ARTICLE 14.
SHIFTS

Shifts may be established by the Employer on the following basis:

(a) The regular work day shall be a 24 hour period starting with the first or day shift at 7:00 A.M.; the regular starting time for the second shift shall be 3:30 P.M. and the regular starting time of the third shift shall be 11:30 P.M. The foregoing starting times may be changed when mutually agreed to between the Employer and the Representative of the Union having jurisdiction of the job.

The regular shift work week having commenced with the day shift on Monday morning shall continue daily and be concluded at the end of the third shift at 7:00 A.M. on Saturday.

(b) When shifts are required the first (1st) shall work eight (8) hours at the regular straight time rate. The second(2nd) shift shall work eight (8) hours at the regular straight time rate plus a $2.00 per hour shift additive. The third (3rd) shift shall work eight (8) hours at the regular straight time rate plus a $2.25 shift additive. A thirty (30) minute lunch period shall be mutually agreed upon by the Superintendent and Union Representative and shall not be considered time worked.

(c) No employee shall be required to work more than eight (8) hours in any twenty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purposes shall be the regular starting time of the shift upon which the employee is regularly employed.

(d) When an employee is required to work beyond ten (10) hours, he shall be entitled to a thirty (30) minute paid meal period, immediately after the tenth hour. He shall be entitled to an additional thirty (30) minute paid meal period after every fourth hour worked thereafter except at the completion of the work period.

(e) By mutual agreement between the Business Manager and the Employer, a work week may be established consisting of four (4) days of ten (10) hours per shift, Monday through Thursday at the straight time rate. Work performed

outside of the regular established shift hours shall be paid for at the applicable overtime rate.

(f) By mutual agreement, lost time due to bad weather or conditions beyond the Contractor's control (excluding holidays) may be made up on Friday. Friday makeup days shall be for a full 10 hours shift and pay for such makeup time shall be at the straight time rate unless the makeup hours extend into overtime.

(g) Men required to work during regularly established meal periods, unless otherwise approved by the Business Manager or Job Steward will be paid the overtime rate and allowed a regular lunch period upon completion of such work.

ARTICLE 15.
MINIMUM PAY AND REPORTING TIME

(a) An employee starting to work or called to work after starting time of a shift, Monday through Sunday inclusive, shall receive not less than four (4) hour's pay at the applicable rate, and if such employee is required to continue on the second period of the shift, he shall receive not less than a full day's pay at the applicable rate. The provision will also apply to employees who are laid off because of completion of work.

(b) Should an employee be required by the Employer to report for work and not given work, he shall receive four (4) hour's pay at the applicable rate.

(c) The foregoing requirements shall not be applicable where the employee is sent home by

reason of bad weather, breakdown of machinery, or any other cause beyond the direct control of the Employer, in which event he shall be paid (1) not less than two (2) hours' pay, (2) not less than four (4) hours' pay if he starts to work, or (3) for actual time worked or time required to remain on the job, whichever is greater.

(d) In order to qualify for pay provided for herein, the employee must remain on the job, available for work, during the period of time for which he receives pay unless released sooner by the Employer.

(e) If an employee is sent home before regular starting time on premium days, he will be paid two (2) hours at the straight time rate.

(f) Any employee who is called out for an emergency repair work on premium time shall be paid at the applicable rate for actual hours worked; however, an employee shall be given a minimum of four (4) hours' pay at the applicable rate provided he remains on the job during this period unless released sooner by the Employer's principal supervisor.

ARTICLE 16.
OVERTIME AND HOLIDAYS

(a) The first two (2) hours of work performed before or after the regular scheduled eight (8) hour work day, Monday through Friday and work performed during the established lunch period, shall be paid for at the time and one half (1 ½) rate. Time and one half (1 ½) shall be paid

for the first ten (10) hours of work performed on Saturday.

(b) Double time (two hours for one) shall be paid for all time worked on Sundays and the following recognized holidays:

New Years Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

(c) When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

(d) Overtime is not to be demanded of any Employer by any workman covered by this Agreement as a condition for employment on a job.

ARTICLE 17.
PAY DAY

(a) Payday shall be weekly and in no case shall there be more than three (3) day's pay held back. Any employee who is discharged or laid off by the Employer shall be paid in full immediately; failure to pay immediately; unless otherwise approved by the Business Representative of the Union, shall entitle the employee to receive straight time until full payment is made. Any employee who quits shall be paid on or before the next regular payday. If the Contractor does not have a bank set up for check cashing, the Contractor will reimburse the employee for check cashing fees (up to $10.00) upon the employee submitting an original receipt.

(b) Except under extenuating circumstances beyond the control of Employer and/or by agreement with Business Manager and/or job steward, failure to pay wages during working hours on specified dates, men shall receive overtime for waiting.

(c) On emergency jobs, checks may be transmitted by first class mail to laid off employees on the first business day following termination. Envelope must be post dated by noon of first business day following termination. Should an Employer fail to transmit the checks as required by this section, the employees will be entitled to two (2) hours waiting time each day of non-compliance. At the option of the employee wire transfer may be utilized.

(d) Effective January 1, 1991, the parties adopt the Mobilization, Optimization, Stabilization and Training Fund (MOST) Safety and Training Program which shall be administered in accordance with the trust documents and procedures of the MOST Fund.

(e) The Employer will provide an unemployment Lay Off Slip to the employee as required by the state where the employee is working. This will allow the unemployment compensation process to be expedited.

ARTICLE 18.
CHECK-OFF

(a) The Employer will, subject to the individual signed authorization by the employee, deduct from all weekly wages the amount of the Field Dues of the Union. Copies of the authorization form to be used will be furnished by the Union to the Employer and it shall conform to all applicable government regulations.

(b) The Employer agrees to provide a copy of the Authorization Form to each employee for signature and, upon being signed, to keep the form on file until completion of employment of the employee.

(c) All Field Dues deducted by the Employer will be transmitted to the Local Union on or before the 15th day of each month. The amount of Field Dues deducted in the preceding month and a list of employees with the weekly amounts deducted, will be forwarded by the Employer with the transmitted Field Dues.

(d) The Union shall indemnify and save the Company harmless against any claims or liability that shall arise out of reason of action taken by the Company in reliance upon Field Dues deduction authorization cards submitted to the Company by the employee or Union.

(e) Effective January 1, 1990, on all work performed in the jurisdiction of Boilermakers Local 29 and upon receipt of a signed authorization by an employee, the Employer will deduct five cents ($.05) per hour worked from all weekly wages for the Boilermakers Local 29 Building and Training Fund. Such deductions will be transmitted to Boilermakers Local 29 on or before the 15th day of each month along with a list of employees showing the weekly amounts deducted.

(f) Effective January 1, 2015 the Employer will deduct a minimum of $.10 per hour worked from all weekly wages for Boilermakers Local 237, Local 5 Zone 175, and Local 5 Zone 197 Building and Training Fund. Such deductions will be transmitted to the Local where the work is being performed on or before the 15th day of each month along with a list of employees showing the weekly amounts deducted.

ARTICLE 19
WAGE SCALES

(a) The Employer shall pay and the employees covered by the terms of this Agreement shall accept the following minimum wage scales:

Classification	Rate
General Foreman	negotiable between the employee and employer, but may not be less than $6.00 above Journeyman rate.
Foreman	$4.00 above the Journeyman rate.
Assistant Foreman	$1.75 above the Journeyman rate.

LOCAL 237
CONNECTICUT

Journeyman	Effective 1/1/15
Wages	$37.04
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$13.32 pp
Annuity	$ 4.82 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$63.39

Assistant Foreman	**Effective 1/1/15**
Wages	$38.79
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$14.02 pp
Annuity	$ 4.87 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$65.89

Foreman	**Effective 1/1/15**
Wages	$41.04
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$14.93pp
Annuity	$ 4.92 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$69.10

General Foreman	**Effective 1/1/15**
Wages	$43.04*
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$15.75 pp
Annuity	$ 4.96 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$71.96

* Negotiable between Employee and the Employer, but never less than $6.00/hour above Journeyman rate.

LOCAL 29
MASSACHUSETTS AND RHODE ISLAND

Journeyman	**Effective 1/1/15**
Wages	$40.32
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$64.74

Assistant Foreman	**Effective 1/1/15**
Wages	$42.07
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$66.49

Foreman	**Effective 1/1/15**
Wages	$44.32
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$68.74

General Foreman	Effective 1/1/15
Wages	$46.32*
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$70.74

* Negotiable between Employee and the Employer, but never less than $6.00/hour above Journeyman rate.

LOCAL 29
MAINE, NEW HAMPSHIRE AND VERMONT

Journeyman	Effective 1/1/15
Wages	$33.88
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$ 9.64 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Total	$55.23

Assistant Foreman	Effective 1/1/15
Wages	$35.63
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$9.64 pp
Annuity	$ 3.50 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Total	$56.98

Foreman	**Effective 1/1/15**
Wages	$44.32
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 4.82 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$68.74

General Foreman	**Effective 1/1/15**
Wages	$46.32
Vacation	$ 1.00 pw/dw
H&W	$ 6.97 pp
Pension	$12.71 pp
Annuity	$ 4.82 pp
Apprentice	$ 1.24 pw
MOST	$ .05 pw
Bldg Fund	$ .01 pw/dw
Total	$70.74

LOCAL 5, ZONE 197

Journeyman	**Effective 1/1/15**
Wages	$32.29
H&W	$ 6.97 pp
Pension	$13.66 pp
Annuity	$ 3.25 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$57.51

Assistant Foreman	**Effective 1/1/15**
Wages	$34.04
H&W	$ 6.97 pp
Pension	$13.66 pp
Annuity	$ 3.25 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$57.51

Foreman	**Effective 1/1/15**
Wages	$36.29
H&W	$ 6.97 pp
Pension	$13.66 pp
Annuity	$ 3.25 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$57.51

General Foreman	**Effective 1/1/15**
Wages	$38.29*
H&W	$ 6.97 pp
Pension	$13.66 pp
Annuity	$ 3.25 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .10 pw/dw
Total	$57.51

* Negotiable between Employee and the Employer, but never less than $6.00/hour above Journeyman rate.

LOCAL 5, ZONE 175

Journeyman	**Effective 1/1/15**
Wages	$29.63
H&W	$ 6.97 pp
Pension	$13.75 pp
Annuity	$ 3.00 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .15 pw/dw
Total	$54.74

Assistant Foreman	**Effective 1/1/15**
Wages	$31.38
H&W	$ 6.97 pp
Pension	$13.75 pp
Annuity	$ 3.00 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .15 pw/dw
Total	$54.74

Foreman	**Effective 1/1/15**
Wages	$33.63
H&W	$ 6.97 pp
Pension	$13.75 pp
Annuity	$ 3.00 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .15 pw/dw
Total	$58.74

General Foreman	Effective 1/1/15
Wages	$35.63*
H&W	$ 6.97 pp
Pension	$13.75 pp
Annuity	$ 3.00 pp
Apprentice	$ .90 pw
MOST	$ .34 pw
Bldg Fund	$ .15 pw/dw
Total	$60.74

* Negotiable between Employee and the Employer, but never less than $6.00/hour above Journeyman rate.

***Contract increases effective the first full pay week following agreement effective date.**

The following increases will take place as noted:

Local 29 (MA & RI) & Local 237
Effective January 1, 2015 $1.30
Effective January 1, 2016 $1.30 $.30 in abeyance
Effective January 1, 2017 $1.30 $.30 in abeyance

Local 29 (ME, NH, VT)
Effective January 1, 2015 $1.15
Effective January 1, 2016 $1.15 $.30 in abeyance
Effective January 1, 2017 $1.15 $.30 in abeyance

Local 5 Zone 175 & Zone 197
Effective January 1, 2015 $1.15
Effective January 1, 2016 $1.15 $.35 in abeyance
Effective January 1, 2017 $1.15 $.25 in abeyance

Money held in abeyance will be used for mandatory increases in the pension, health and welfare, and MOST. If this money is not used it will not carry over from year to year or will not be allocated to the Locals.

First year: January 1, 2015 through December 31, 2015 as detailed on the annual wage sheet.

Second year: January 1, 2016 through December 31, 2016 increase to be allocated by the Union as detailed on the annual wage sheet.

Third year: January 1, 2017 through December 31, 2017, increase to be allocated by the Union as detailed on the annual wage sheet.

Wage sheet shall be distributed annually.
For up to date wage package information contact the local having jurisdiction.

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

(b) The wage rate for pre-apprentices shall be 50% of the Boilermaker Journeyman wage rate. The first 1,000 hours of employment shall be a probationary period during which time they shall not acquire any rights or status under this agreement, nor under the National Joint Rules and Standards governing operation of Exclusive Referral Plans, nor under any Local Joint Referral Rules and Standards. Contributions to fringe benefits under this Agreement shall not be required during the probationary period. After the probationary period, all benefits provided for by this Agreement shall be paid.

(c) Except in a broken work week not created as a result of the intervention of a holiday and, at the beginning or conclusion of a job, when a foreman works three (3) or more days in any work week, he shall receive a minimum of forty (40) hours pay provided he reports to the job daily during work week.

(d) Effective October 1, 2009, Non-Boilermaker craft journeymen, unless Common Arc certified, shall be paid a total package amount (wage rate and boilermaker fringe benefits) equivalent to their union's total package rate for the area in which the work is performed, unless that local union's total package rate is higher than the boilermaker package, in which case the boilermaker wage and fringe benefit rates will be paid. Non-Metal craft skilled journeyman, unless Common Arc certified, shall start at the rate of 80% of the journeyman rate until obtaining 3,000 hours within the Boilermaker industry.

(e) Vacation Fund - Effective October 1, 2006, upon notification, the Employer shall deduct from the employee wages for each hour worked, the sum of ($1.00 per hour worked) from each employee. One Hundred Percent (100%) participation for the duration of agreement (September 30, 2011) is mandatory per Local to participate in the Vacation Fund. The Employer shall remit these deductions to the Boilermaker Vacation Trust.

i. The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermaker Vacation Trust and all amendments now or hereafter approved by the Board of Trustees. Said agreement and amendments are incorporated by reference and made a part of this agreement as if affixed hereto.

ii. The Union and Contractor agree that if Article 19 (e) is not used by the end of the contract the article will be removed.

ARTICLE 20
TRANSPORTATION AND TRAVEL ALLOWANCES

(See Appendix "A" for travel allowance.)

ARTICLE 21
HEALTH AND WELFARE FUND

The Employer shall pay into the Boilermakers National Health and Welfare Fund the sum of six dollars and ninety-seven cents ($6.97) per hour for each hour paid by the Employer for all his employees who are covered by this agreement.

The Employer agrees to maintain any increased costs of benefits currently provided for in plan "G" of this Agreement as follows:
Effective January 1, 2015 through December 31, 2017 up to $.0025 per hour paid

ARTICLE 22
NATIONAL PENSION PROGRAM

(a) The Employer shall pay into the Boilermaker-Blacksmith National Pension Trust a sum of $9.64 per hour paid, in the States of Maine, New Hampshire, and Vermont. In the State of Connecticut $13.32 per hour paid, Massachusetts and Rhode Island $12.71 per hour paid, Albany, New York $13.66 per hour paid and in Oswego, New York $13.75 per

hour paid. The Employer agrees to and shall be bound by the provisions of Appendix "D" attached hereto.

(1/1/2015)National Pension (Journeyman Classification)

Local #29 MA., R.I.	$12.71 Per Hour Paid
Local #29 ME., N.H., VT.	$9.64 Per Hour Paid
Local #175 Oswego, N.Y.	$13.75 Per Hour Paid
Local #197 Albany, N.Y.	$13.66 Per Hour Paid
Local #237 Conn.	$13.32 Per Hour Paid

ARTICLE 23
ANNUITY PROGRAM

(a) The Employer shall pay into the Boilermakers National Annuity Trust

$4.82 per hour paid in the State of CT
$3.50 per hour paid in the States of ME., N.H., VT.
$3.50 per hour paid in the States of MA. and R.I.
$3.25 per hour paid in the jurisdiction of Albany, N.Y.
$3.00 per hour paid in the jurisdiction of Oswego, N.Y.

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

(b) The Union reserves the right to increase allocations from the Annuity Fund to the Pension Fund in October, of each year, for the duration

of this Agreement, with the understanding that the increase (s) will not revert back to the Annuity Fund.

ARTICLE 24
APPRENTICE TRAINING

The ratio of apprentices to journeymen on all work covered by this agreement shall be at least one (1) in five (5) when available. In the event apprentices are not available in sufficient number to comply with the ratio, then pre-apprentices may be used to fulfill requirements. The Employer agrees to and shall be bound by the provisions of Appendix "E" attached hereto relating to said Apprenticeship fund.

(a) The Employer agrees to contribute ninety ($.90) per hour for all hours worked by employees covered by this agreement to the Boilermakers National Apprenticeship Program, eighty ($.80) will be returned to the Northeast Area Apprenticeship Fund by the BNAP to support the Northeast Apprenticeship Program. (The ninety ($.90) includes the five ($.05) increase agreed to during 2014 negotiations)

(b) By mutual agreement between the chairmen of the respective Committees, this Article may be opened up for negotiations at any time during the life of the Agreement. (January 1, 2015 through December 31, 2017)

ARTICLE 25
MOST

(a) The Employer agrees to contribute the Apprenticeship contribution rates established in Article 24 plus ($0.34) per hour worked to the Mobilization, Optimization, Stabilization & Training (MOST) Fund effective August 1, 2010. The Employer agrees to and shall be bound by Trust Agreement, policies and procedures creating MOST, and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

(b) In the event the boilermaker participants in the MOST Programs cease participation in any aspect of the MOST Programs, then the Employer contribution requirements contained in this agreement are null and void and the Employer will immediately cease all contributions to MOST.

(c) Effective January 1, 1991, the parties adopt the Mobilization, Optimization, Stabilization and Training Fund (MOST) – Safety and Training Program which shall be administered with the trust documents and procedures of the MOST Fund.

(d) Drug Screening Program – Effective August 15, 1993, the Employers and Union incorporate the MOST Mandatory Drug Screening

Program into the Mobilization, Optimization, Stabilization and Training Fund – Safety and Training Program. The MOST Mandatory Drug Screening Program shall be administered in accordance with this contract, the trust documents and the policy and procedures of the Mobilization, Optimization, Stabilization and Training Fund.

(e) A subcommittee will be formed under the Northeastern States Safety training Program to keep abreast of the latest developments, changes, and technology pertaining to drug screening programs. All proposed changes will be submitted to the full labor management committee at a quarterly meeting for recommendation to MOST. The program will be a ten (10) panel category with the addition of alcohol, based on a .04% blood alcohol level.

(f) M.O.S.T. Hazard Recognition Safety Training will become MANDATORY effective October 1, 1994. Training is to begin as soon as possible and completed by January 1, 1996. Training schedules are to be coordinated by the M.O.S.T. Hazard Recognition Training Program in Kansas City, Kansas.

(g) One cent ($0.01) is a voluntary contribution to the National Association of Construction Boilermaker Employers (NACBE).

(h) It is understood that the MOST Program is intended to be an Employer sponsored program. In recognition of the Boilermaker's

participation in the programs on their own time, the Employers will fund any increases to the MOST Program as required by the Board of Trustees.

(i) Any increases or decreases shall be implemented on the first full payroll week following notification from MOST to the Co-Chairmen of the Northeastern States Articles of Agreement, or as otherwise specified.

(j) By mutual agreement between the chairmen of the respective Committees, this Article may be opened up for negotiations at any time during the life of the Agreement.

ARTICLE 26
WELDER CERTIFICATION

(a) Any welder who is required to take a welding test on a job-site shall be paid for the time required to take the test.

(b) If an Employer participates in the National Welder Certification Program (Common Arc), no compensation shall be required for welders testing or upgrading under the program.

(c) Welders shall be furnished suitable replacement of welding gloves, and where possible provided a clean, dry, warm, suitable area, free from dust, wind, etc. for a welder to perform test procedures.

(d) Each Common Arc Welder employed by participating Contractor shall receive a copy of their Welder History record update in each

process in which they are qualified (G.T.A.W., S.M.A.W., etc.) upon layoff. If this report is not filled out and sent in accordance with the Common Arc requirements within 7 days of the end of the job, the Contractor will pay $25.00 per person to Common Arc for the administration expenses incurred in processing late reports.

ARTICLE 27
UNEMPLOYMENT COMPENSATION - NOTICE OF SEPARATION

(a) The Employer shall, regardless of the number of employees in his employ, become a subject employer under the terms of the applicable State Unemployment Compensation Agency where the work is being performed.

(b) Employees, upon separation from the job, shall be given the required separation slip including a reason in writing for their separation, if requested.

(c) A surety or Escrow Agreement may be required to insure payment of fringe benefits from Employers not previously signed to any Boilermaker collective bargaining agreement or job understanding requiring employer contributions to the Boilermakers National Pension, Annuity, Health and Welfare or Apprenticeship Funds or an Employer who has been or is delinquent in the payment of fringe benefit contributions to any fringe benefit funds.

(d) The amount of the bond will be 125% of fringe benefit contributions based on the number of potential and/or actual employee's hours times the appropriate contribution rates as estimated by the Union. The bond is intended to cover the contribution principal liquidated damages, interest and collection costs including attorney fees. Additional bonds may be required if the original estimate is insufficient.

(e) The Union may refuse to refer employees to and may withdraw employees from any Employer who has not posted a bond when required, and such refusal or withdrawal will not constitute a violation of the Agreement. Such refusal or withdrawal is not the Union's exclusive remedy and any legal or equitable course of conduct or action may be pursued.

ARTICLE 28
SAFETY MEASURES AND MEDICAL TREATMENT

(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, dry place shall be provided for men to change their clothes, eat lunches, and suitable drinking water will be made available. Attempts will be made to obtain the use of the customer's toilet and wash facilities. Upon failure to gain the use of customer facilities, the Employer shall, where access to running water and sewer is reasonable, provide a means to

wash up. Hand soap or similar cleaning agents shall be provided, including paper hand towels and toilet tissues.

(c) Scaffolding, staging, walks, ladders, gangplanks and other safety appliances shall be provided where necessary and shall be constructed in a safe and proper manner by competent mechanics.

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

(e) Employees required to take time off from their employment during working hours to secure treatment because of injury or sickness arising out of and in the course of their employment, shall receive pay for such time plus necessary travel expenses incurred in so doing on the day of injury. Extent and frequency of subsequent treatments if questioned by the Employer must be approved by the Employer's doctor.

(f) Employees shall not be required to take a physical examination, except as required by governmental agencies having proper jurisdiction, and there shall be no age limit except as provided by law. (Testing for cause to be addressed by a side letter, MOST language).

(g) In the event employees are required to take a physical examination, they shall be reimbursed for all time and/or travel expense provided that such employees who pass the examination

must accept employment in order to receive such reimbursement.

(h) On nuclear repair projects where Radiation other than Radiography is involved, employees shall be given a physical examination at the start of the job and also upon completion of the employee's employment.

(i) If during the previous twelve month period the employer has issued the employee safety glasses, and/or work gloves and/or safety gloves, and if these items are lost or damaged other than through fair wear and tear, the employee shall reimburse the employer for replacement items. (It shall be the employer's responsibility to collect these items at the end of each shift and hand them out at the beginning of each shift. This does not apply if allowed to take out of plant at end of each shift.)

ARTICLE 29
GRIEVANCE MACHINERY

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

(b) Any such grievance shall be first considered by representatives of the local union and the Employer, and if a settlement satisfactory to the

Employer and local union cannot be reached within seven (7) calendar days, it will be reduced to writing and submitted to:

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

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

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

the Federal Mediation and Conciliation Service within the said five (5) calendar days, the other representative shall have the authority to make such request.

(f) The expense of the third member of the Arbitration Committee shall be borne by the party receiving the adverse decision in the subject case. All other expenses of the arbitration procedure will be borne by the party incurring them.

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

ARTICLE 30
NO STRIKE NO LOCKOUT

During the life of this Agreement, each of the signatory parties agrees that there shall be no strikes, work stoppages, or lockouts by members of the Union or by the Employer. This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement. The parties also agree that a breach of this no strike, no lockout provision shall constitute a breach of the entire agreement.

ARTICLE 31
POLITICAL ACTION FUND DEDUCTION

(a) The Employer agrees to deduct five cents ($.05) per hour worked for the Boilermakers LEAP Campaign Assistance Fund upon written authorization by the employee.

(b) Where feasible, the Employer agrees to provide a copy of the Authorization Form to the Steward, for employee signature, and upon being signed to keep the form on file until completion of employment.

ARTICLE 32.
MASSACHUSETTS STATE BUILDING AND CONSTRUCTION TRADES COUNCIL DEDUCTION

(a) The Employer will, subject to the individual's signed authorization by the employee, deduct one cent ($.01) for each hour worked in the State of Massachusetts for the Massachusetts State Building and Construction Trades Council.

(b) A copy of the signed authorization form to be used will be furnished by the Union to the Employer.

(c) This money is to be transmitted to the Secretary-Treasurer of Local 29 on or before the 15th of each month.

ARTICLE 33
PROJECT AGREEMENTS

Project Agreements negotiated by the International shall supersede this Agreement to the extent of any modifications or changes specifically set forth therein.

The Business Manager of the Local Lodge may modify articles of this agreement on a specific job when, in his judgment, it is in the craft's best interest to do so. Any such agreement

shall apply only to that job or project and will automatically terminate at the conclusion of the work. All changes will be reduced to writing, signed by the parties with copies furnished to the Chairmen of the Employers and Union Negotiating Committee before work commences, if possible. Labor/Management, when feasible will work to enhance a Market Recovery Program.

ARTICLE 34.
AGREEMENT QUALIFICATIONS

(See Appendix F for maintenance and repair agreement)

(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 so 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 on an area-wide basis by Employers engaged in the field construction industry in the area. Should this Agreement, by notice given as herein provided, be reopened for further negotiations, such

negotiations shall be conducted on an area-wide basis by the Employers who have executed this agreement and/or Employers signatory to the National Agreement.

(c) Continued deliberate violations of this Agreement other than work assignments involved in jurisdictional disputes, unless corrected or discontinued after proper written notice to the Employers, will be sufficient cause, after investigation and approval of the International President of the Union, for the cancellation of this Agreement between the violating Employer and the International Brotherhood.

(d) Conditions which are applicable to any particular area covered by this Agreement and provided for herein, not general in scope or application, will be covered in the appendices attached to, and made a part of the complete Agreement.

(e) During the life of the Agreement, the members of the Employers committee and the members of the Union committee agree to hold quarterly meetings for the purpose of clarifying the Agreement and/or discussing problems of mutual concern in the industry.

(f) Disagreement over the interpretation of this Agreement shall be submitted to the two negotiating chairmen for their ruling which shall be in writing. Such ruling is subject to appeal under the grievance procedure.

ARTICLE 35
DURATION OF AGREEMENT

(a) This Agreement shall become effective January 1, 2015, and except as otherwise provided herein, shall remain in full force and effect until midnight December 31, 2017, and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date thereof, notify the other party in writing of a desire to modify or terminate this Agreement. In the event such notice is given the parties, in accordance with the provisions of Article 34, Section (b), shall meet not later than fifteen (15) days after receipt of such notice. Should an understanding not be reached within thirty (30) days from the date such notice was filed, the procedure outlined in Section 8 of the Labor Management Relations Act will be followed.

This Agreement, as negotiated by the foregoing committees in East Hartford, Connecticut is hereby accepted by the parties' signatory hereto this 5th day of November, 2014, with the full understanding that this Agreement is between the Union and the individual signatory Employers.

REPRESENTING THE EMPLOYERS:

Thomas H. OConnor III, Chairman
John Valvo, Fresh Meadow Power NE, LLC
Dave Crichton B & W Construction
Ted Sharp, AP Compower
John Housel, KE Fabricating
Eric Heuser Hayes Mechanical
Brian Maxwell, Troy Boilerworks
Peter Wiltsie, Wiltsie Construction

REPRESENTING THE UNION:

David Haggerty, IVP Chairman
Chuck Hancock, BM/ST L-29
Mike Hancock, L-29
Mark Pinard, BM/ST L-237
Chris O'Neil, L-237
Steve Ludwigson, BM/ST L-5
Matt LoPresti, Ass't BM L-5/Z197
Greg Peterson, Ass't BM L-5/Z175
Martin Stanton, IR-CSO

FOR THE EMPLOYER:

Contractor Chairman
Thomas O'Connor III

FOR THE UNION:

Union Chairman
David Haggerty

APPENDIX "A"
TRAVEL ALLOWANCE

1. Article 20

(a) It is the intent of this article to fairly compensate and share incurred travel costs of employees covered by this agreement.

(b) Employees shall be reimbursed for travel allowance from their residence city to the job site in keeping with the below schedule.

(c) Any falsification of information supplied regarding the legitimate residence city of the employees shall be handled in accordance with Section 8.3 and 8.3.1 of the Joint Referral Rules.

(d) Compensation will be based on the most direct route as determined by RAND McNALLY-Household Goods Carrier Bureau.

(e) Travel allowance will be paid on a daily basis, one way, provided the employee works a minimum of four (4) hours, unless released sooner by the Employer.

(f) Travel allowances outlined in this article shall be paid for all holidays falling within the regular work week provided the employee is employed and works the regular scheduled work day immediately preceding and immediately following the holiday.

(g) Travel allowance rates:

25-45 miles	$10.00
Over 45-60 miles	$25.00
Over 60 miles	$35.00

These rates will become effective for all work bid from January 1, 2007.

APPENDIX "B"
BOILERMAKERS
NATIONAL HEALTH AND WELFARE

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

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

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

Section 4. Employer shall furnish the Trustees with information such as names of employees, classifications, Social Security numbers, hours worked and such other information as may be

required or deemed necessary by the Trustees for the proper and efficient administration of the fund.

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

(a) Execute the Agreement and Declaration of Trust establishing the National Welfare Fund;

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

(c) Exercise any and all other rights in connection with or relating to the National Welfare Fund or its Trust Agreement which are given the Employer, either individually or together with other Employers, under said Trust Agreement. In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then chairman, alone or together with one or more

of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or all or some of the other Employers covered by this Agreement.

APPENDIX "C"
LOCAL JOINT REFERRAL RULES AND STANDARDS

Each Local Lodge covered by this agreement shall have local joint referral rules which are and shall remain in compliance with the National Joint Rules and Standards Governing Operation of Exclusive Referral Plans.

APPENDIX "D"
BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST

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

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

Section 3. Payment of Employer contributions to the National Pension Trust in the amount specified in the Agreement to which this is an

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

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

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

(a) Execute the Trust Agreement establishing the National Pension Trust;

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

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

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

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

APPENDIX "E"
APPRENTICESHIP

Section 1. In the Agreement to which this is an Appendix and, in this Appendix, the Boilermakers Area Apprenticeship Funds are referred to as "Area Apprenticeship Funds," "Apprenticeship Funds" and "Funds." The National Joint Apprenticeship Board is composed of an equal number of Employer and Union representatives selected to represent the various areas established by the Trust Agreement. The Committee is the "Employers' or Contractors' Negotiating Committee." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

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

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

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

behalf, either individually or in conjunction with other Employers covered by this Agreement.

(a) Execute the Agreement and declaration of Trust establishing the Boilermakers Area Apprenticeship Funds;

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

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

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

APPENDIX "F"
MAINTENANCE AND REPAIR AGREEMENT

ARTICLE 1.
RECOGNITION

(1) The bargaining unit under this Agreement shall be comprised of Boilermaker employees, now employed and employed in the future for maintenance, repair, replacement, and renovation in various plants within the jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO. This Agreement does not apply to General Superintendents, Superintendents, Assistant Superintendents, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

(2) It is agreed between the Union and the Employer that this Agreement is applicable to maintenance, repair, and replacement of parts and renovation work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in the accordance with the terms of this Agreement. It is further agreed that should the plant owner also award work to the Employer that is within the recognized and traditional jurisdiction of another union with which the Employer has a similar Agreement for the performance of that work, then work assignments shall be made in accordance with Agreement and Decisions of

record, established trade practice, or prevailing area practice. Since presently established jurisdictional dispute settlement procedures are not applicable to the work covered by this Agreement, then any disputes that arise from such assignments shall be referred to the International Representative assigned by the International Vice President for resolution. In any settlement discussions developing there from, it is agreed that the Representatives of the plant owner who awarded the work to the Employer will actively participate, along with the Employer and Union Representatives, to insure an expeditious resolution of the dispute. Should any dispute fail to be resolved, the parties may submit to the Office of the International Vice President for resolution.

(3) The Employer recognizes the Union herein as duly constituted for the purpose of bargaining collectively and administering this Agreement for the members affiliated with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, AFL-CIO.

ARTICLE 2.
SCOPE OF WORK

(1) This Agreement covers all work assigned by the Owner to the Employer and performed by the employees covered by this Agreement.

(2) This Agreement does not cover work performed by the Employer of a new

construction nature, in which event said work shall be done in accordance with existing construction agreements.

(3) The Union and the Employer understand that the Owner may choose to perform or directly sub-contract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

(4) All sub-contractors to the Employer under this Agreement shall abide by the terms and conditions of this Agreement for Boilermaker work.

ARTICLE 3.
DEFINITIONS

(1) Maintenance shall be work performed for the repair, replacement, renovation, revamp and upkeep of property, machinery, and equipment, within the limits of the plant property or other locations related directly thereto.

(2) The word "repair", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating conditions.

(3) The word "renovation", used within the terms of this Agreement and in connection

with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

(4) The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

(5) In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to a committee consisting of International Vice President, Union representative and two (2) Representatives of Contractors Committee.

(6) When an Employer has a Nuclear repair job, employees will be rotated out of Radiation Permit Areas (commonly called hot work in Nuclear Plants) where circumstances permit, in order to insure them the maximum number of working hours available during the duration of the job.

On a repair job where rotation of employees is not possible because of the nature of the work, the Local Union office will be notified in advance, when possible, or at the earliest possible date.

ARTICLE 4.
HOLIDAYS

The Local Business Manager and Employer along with other involved crafts may agree to standardize the holidays and celebrate the same on another work day during the week the holiday falls in.

ARTICLE 5.
WORK HOURS PER DAY AND OVERTIME

(1) Employees who have been called out for emergency repair work which is started during the hours prior to 8:00 A.M. at the time and one half (1½) rates, shall continue to receive time and one half (1½) rates for all hours which they continue to work until granted a minimum rest period of eight (8) hours.

(2) All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one half (1 ½). All time worked on Sundays, and the Holidays as stated in Article 16 shall be paid for at the rate of double time.

(3) Employees shall be at the base of the structure or gang box at regular starting time.

(4) For purposes of maintenance work as defined in this appendix, there shall be no minimum number of days required for shift work. The Employer may establish a second and/or third shift at any time without any duration requirement. If such shift is established without

twenty-four (24) hour notification to the Union, the first day of such shift shall be paid at the appropriate overtime rate. Every day thereafter shall be paid at the appropriate shift rate.

ARTICLE 6.
APPRENTICES

The Union agrees that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Employer and Union, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

ARTICLE 7.
HIRING AND TRANSFER OF MEN

The Employer agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed or is to be performed; however, in the event the Local Lodge is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and Holidays excepted), the Employer may employ workmen from any source. The Employer shall have the right to move qualified Boilermaker General Foreman, Foreman, Assistant Foreman and employees from one job assignment to another within the plant location where they are working.

NORTHEASTERN STATES AGREEMENT

September 25, 1986
Joint Negotiating Committee Interpretations Of Pay For Friday Makeup Days When Jobs Work Four (4) Tens (10s) Work Week

	M	T	W	T	F	
Shifts	10	10	10	10	10	All hours worked Friday at overtime
New Employee	X	X	X	10	10	All hours worked Friday at overtime
Employee Misses Time	10	0	10	10	10	All time worked Friday at straight time
Job rained out, show up time paid	10	2	10	10	10	First eight (8) hours at straight time. Last two (2) hours at overtime
Job misses time due to bad weather or conditions beyond Contractor's control	10	5	10	7	10	First eight (8) hours at straight time. Last two (2) hours at overtime
Start of Job	X	X	10	10	10	All time worked on Friday at overtime
Job rained out on a makeup day	10	2	10	10	2	Two hour's pay on Friday per Article 15 (c)
Foreman guaranteed 40 hours Job Works	10	2	10	10	10	*All time worked on Friday at overtime

*Provided foreman qualifies for guarantee 40 requirement per Article 19 (b) of revised agreement.

Thomas H. O'Connor, III, Contractor Chairman
David Haggerty, IVP, Union Chairman

NORTHEASTERN STATES AGREEMENT
CONTRACT STIPULATION
(Area Agreement)

By their signatures hereto the undersigned Employer and Union bind themselves to the Northeastern States Collective Bargaining Agreement, in effect from January 1, 2015 through December 31, 2017. 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 days (90) prior to the termination of any such Agreement.

NORTHEASTERN STATES AGREEMENT/SIGNATORY CONTRACTORS

AC and S Inc.
Adirondack Mechanical Services
Advance Welding
American Boiler Tank & Welding
Babcock & Wilcox Construction Company, Inc.
Bendick Construction Company, Inc.
Brownell Steel
Catskill Mountain Mechanical
Colonial Construction Managers
Commercial Welding Company
Custom Fabrication & Erection Inc.
David Parry's Maint.
Galaxy Inc.
Gould Erectors & Riggers
G.R. Cummings Company
Flame Refractories, Inc.
Foster Wheeler/Zack
Frank Lill & Son, Inc
Fresh Meadow Power NE, LLC.
E.H. Hinds Company (Division of APM, Inc.)
International Chimney Corporation
Kamyr Installations, Inc.
Maincon Services, Inc.
NAB Construction Corp.
National Steel Erection, Inc.
New England Insulation Company
Niagara Mechanical Contractors

Nicholson & Hall Corporation
Patent Scaffold Company
Performance Contracting Company
Perras E
PLD Energy Services, Inc.
Preciptech Company
P.J. Riley & Company, Inc.
Rushen Rigging, Inc.
Services, Inc. *(formerly Mercury Co. of Norwood, Inc.)*
Shaughnessy Millwrights, Inc.
Sullivan & Merritt, Inc.
Syracuse Rigging Company
Thielsch Engineering
J.T. Thorpe Company
Troy Boiler Works
USBT Abrasives & Refractories
Williams Crane & Rigging
Williams Power
Wiltsie Construction Company
Zurn Industries Energy Division

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