

*Duplicate*

K 8592  
1,100 workers

# ARTICLES OF AGREEMENT

between the

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

and the

**NORTHEASTERN STATES  
BOILERMAKER EMPLOYERS**



**Represented by the Firms whose  
signatures are affixed hereto**

**Effective October 1, 2000  
through September 30, 2003**

# ARTICLES OF AGREEMENT

between the

**International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers, and Helpers**

and the

**Northeastern States  
Boilermaker Employers**

**Represented by the Firms whose  
signatures are affixed hereto**



**October 1, 1957, Agreement as Amended**

**October 1, 1958, October 1, 1959,  
October 1, 1961, October 1, 1964,  
October 1, 1967, October 1, 1970,  
October 1, 1973, October 1, 1975,  
October 1, 1977, October 1, 1978,  
October 1, 1979, October 1, 1981,  
October 1, 1984, October 1, 1986,  
October 1, 1989, October 1, 1991,  
October 1, 1991, October 1, 1994,  
October 1, 1994, October 1, 1997,  
October 1, 1997, October 1, 2000,  
October 1, 2000, October 1, 2003**



## Table of Contents

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
	Preamble .....	1
1	Scope and Purpose Agreement .....	2
2	Recognition .....	3
3	Union Security .....	4
4	Functions of Management .....	4
5	Job Site Subcontracting .....	5
6	Job Notice .....	5
7	Referral of Personnel .....	6
8	Trade Jurisdiction .....	6
9	Union Access to Job .....	7
10	Supervision .....	8
11	Job Steward .....	9
12	No Piece Work and Limitation and Curtailment of Production .....	10
13	Hours of Work .....	10
14	Shifts .....	10
15	Minimum Pay and Reporting Time .....	12
16	Overtime and Holidays .....	13
17	Pay Day .....	14
18	Check-off .....	15
19	Wage Scales .....	16
20	Transportation and Travel Allowances .....	20
21	Health and Welfare Fund .....	20
22	National Pension Program .....	21
23	Annuity Program .....	22

24	Apprentice Training .....	22
25	MOST .....	23
26	Welder Certification .....	25
27	Unemployment Compensation - Notice of Separation .....	26
28	Safety Measures and Medical Treatment .....	27
29	Grievance Machinery .....	28
30	No Strike No Lockout .....	30
31	Political Action Fund Deduction .....	30
32	Massachusetts State Building and Construction Trades Council Deduction .....	31
33	Project Agreements .....	31
34	Agreement Qualification .....	32
35	Duration of Agreement .....	33
 <b>APPENDIX</b>		
A	Travel Allowance .....	35
B	Health and Welfare .....	36
C	Local Joint Referral Rules and Standards .....	38
D	Pension .....	38
E	Apprenticeship .....	41
F	Maintenance and Repair Agreement .....	43
 Interpretation of four (4) ten (10) hour shifts .....		
		48

# **ARTICLES OF AGREEMENT**

**Between the**

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

**(Herein referred to as "Union")**

**and the**

**NORTHEASTERN STATES  
BOILERMAKERS EMPLOYERS**

**Represented by the Firms whose signatures are  
affixed hereto**

**(Herein referred to individually as "Employer")**

## **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 Shipbuilders, 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:**

1 (a) This Agreement shall apply exclusively to the  
2 States of Maine, New Hampshire, Vermont, Massa-  
3 chusetts, Rhode Island, Connecticut and the follow-  
4 ing Counties in New York State:

5 Albany	Greene	Rensselaer
6 Broome	Hamilton	St. Lawrence
7 Cayuga	Herkimer	Saratoga
8 Chenango	Jefferson	Schenectady
9 Clinton	Lewis	Schoharie
10 Columbia	Madison	Seneca
11 Cortland	Montgomery	Tioga
12 Delaware	Onieda	Tompkins
13 Essex	Onondaga	Warren
14 Franklin	Oswego	Washington
15 Fulton	Otsego	

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

22 (b) The parties to this agreement recognize that  
23 stability in wages and working conditions and competency of  
24 workmen are essential to the best interest  
25 of the industry and the public and they agree to

26 strive to eliminate all factors which tend toward  
27 unstabilizing these conditions. The signatory parties  
28 agree that all matters effecting the relationship es-  
29 tablished by this agreement shall be first discussed  
30 by conference between the individual parties. The  
31 parties further agree to cooperate fully in carrying  
32 out the intent of this paragraph.

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

## **Article 2. Recognition**

1 The Employer agrees that, upon the Union's pre-  
2 sentation of appropriate evidence of majority status  
3 among its employees in the bargaining unit of the  
4 Employer covered by this collective bargaining  
5 agreement, the Union shall be voluntarily recognized  
6 as the exclusive collective bargaining agent under  
7 Section 9 (a) of the NLRA for all employees within  
8 the bargaining unit of Employer on all job sites  
9 within the jurisdiction of this Agreement. In the event  
10 of such a showing, the Employer expressly waives  
11 any right to condition voluntary recognition on the  
12 Union's certification by the NLRB following an  
13 NLRB election, unless a representation petition has  
14 been filed by a Petitioner other than the Employer  
15 prior to the Employer's voluntary 9 (a) recognition.

16 The Employer expressly waives the right to seek an  
17 NLRB election during the term of this contract, or  
18 any right to abrogate or repudiate this contract dur-  
19 ing its effective term.

### **Article 3. Union Security**

1 (a) As of the effective date of this Agreement, all  
2 employees under the terms of this agreement must  
3 be or become members of the Union thirty (30) days  
4 thereafter; the employees hired after the effective  
5 date of this agreement shall be or become and re-  
6 main members of the Union thirty (30) days after  
7 their date of employment in accordance with the  
8 provisions of the National Labor Relations Act. (This  
9 clause shall be effective only in those states permit-  
10 ting Union Security.)

11 In the event Federal Legislation should be passed  
12 changing Union Security regulations in the construc-  
13 tion industry, upon proper notice by either party, this  
14 Article shall be opened for further negotiations.

15 (b) The Union and the Employer agree to abide  
16 by all Executive Orders and subsequent amendments  
17 thereto, regarding the Civil Rights Act of 1964, per-  
18 taining to non-discrimination in employment, in ev-  
19 ery respect.

### **Article 4. Functions of Management**

1 The Employer shall have full right to direct the  
2 progress of the work and to exercise all function and  
3 control, including, but not limited to, the assignment  
4 of duties to employees, the selection of the kind of  
5 materials, supplies or equipment used in the pros-



6 ecution of the work, the qualifications of his em-  
7 ployees and the right to discharge any employee for  
8 any just and sufficient cause, provided, however, that  
9 no employee shall be discriminated against. In ad-  
10 dition to the employees prerogative to terminate in-  
11 dividuals with excessive absenteeism, the employer  
12 has the right to keep an ongoing record of employ-  
13 ees with a record of absenteeism and for instances  
14 not warranting termination to refuse to allow the em-  
15 ployee to work overtime on Saturday, Sunday, or  
16 Holidays.

17 If either of the measures are taken, the employer,  
18 shall notify the local union, and if requested pro-  
19 vide attendance records.

## 20 **Article 5. Job Site Subcontracting**

21  
22 No Employer shall subcontract or assign any of  
23 the field construction work described herein which  
24 is to be performed at a job site to any contractor,  
25 subcontractor or other person or party who does not  
26 comply with all the terms of this Agreement or a  
27 field construction agreement in effect in the area  
28 where the work is erected which has been approved  
29 by the International Brotherhood, and does not stipu-  
30 late, in writing, compliance to the applicable fringe  
31 benefit funds and Trust Agreement or Agreements  
32 covering same.

## **Article 6. Job Notice**

1 In order to insure the satisfactory progress of each  
2 job, the Employer will furnish the local Business  
3 Manager and the International Headquarters with the

4 following job information as soon as possible and  
5 practical:

- 6 (a) Location of job site
- 7 (b) Approximate starting date and duration
- 8 (c) Type of job
- 9 (d) Approximate manpower requirements

### **Article 7. Referral of Personnel**

1 The referral of **personnel** shall be in accordance  
2 with the provisions of Appendix "D" attached hereto.  
3 However, in the event the Union is unable to fill the  
4 request for Employees within a forty-eight (48) hour  
5 period after such request for Employees (Saturdays,  
6 Sundays, and Holidays, excepted), the Employer  
7 may employ workmen from any source. **The Em-  
8 ployer shall, under the terms of this Agreement,  
9 request the Union to furnish all competent, drug  
10 screened, Safety Trained, and qualified field con-  
11 struction boilermakers, boiler apprentices, and  
12 other applicable classifications in this Agreement.  
13 Only referral applicants possessing a current  
14 MOST drug screen/safety training certification  
15 or a timely chain of custody receipt indicating that  
16 a MOST drug screen certification may be issued  
17 shall be considered available for referral and em-  
18 ployment.**

### **Article 8. Trade Jurisdiction**

1 (a) This Agreement, except as otherwise provided  
2 for herein, covers the working rules and conditions  
3 of employment for all journeymen boilermakers and  
4 apprentices employed in the boilermaking trade by

5 a signatory Employer, including, but not limited to:  
6 boilermaking, welding, **plasma arc, overlay weld-**  
7 **ing**, acetylene burning, **rubber lining, fiber glass,**  
8 riveting, chipping, caulking, rigging, fitting-up,  
9 grinding, reaming, impact machine operating, un-  
10 loading and handling of the boilermakers' material  
11 and equipment, and such other work that is recog-  
12 nized as coming under the trade jurisdiction of the  
13 boilermakers.

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

17 (c) In recognition of the work, jurisdictional  
18 claims, it is understood that the assignment of work  
19 and the settlement of jurisdictional disputes with  
20 other Building Trades organizations shall be handled  
21 in accordance with the procedure established by the  
22 *Impartial Jurisdictional Disputes Board* or any suc-  
23 cessor agency of the Building and Construction  
24 Trades Department.

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

## **Article 9. Union Access to Job**

1 The business manager, or his designated repre-  
2 sentative shall be admitted to jobs where the Em-  
3 ployer is performing work for a customer. Such ad-  
4 mission, however, shall be subject to the customer's  
5 regulations governing the admission of visitors.

## **Article 10. Supervision**

1       **(a)** The selection and number of assistant fore-  
2 men, foremen and general foremen shall be entirely  
3 the responsibility of the Employer. It is understood  
4 that in the selection of foremen and assistant fore-  
5 men, the Employer will give first consideration to  
6 and request the referral of those who have success-  
7 fully completed the Boilermaker Foreman Training  
8 Program or other qualified men available in the lo-  
9 cal area without persuading any employee to leave  
10 one employer for another. The Employer shall have  
11 the right to send General Foremen into any local  
12 territory where work is being performed as follows:

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

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

19       **(d)** Where eight (8) or less men are employed on  
20 a job, one (1) shall be a foreman who shall work  
21 with the tools if required by the Employer. Where  
22 nine (9) or more men are employed on a job, one (1)  
23 shall be a foreman who shall not work with the tools  
24 but act in a supervisory capacity.

25       **(e)** It is agreed that all classifications of foremen  
26 referred to herein shall accept instructions from the  
27 Employer's superintendent(s). However, the  
28 superintendent(s) shall not give instructions to the  
29 other employees covered by the terms of this Agree-  
30 ment.

31 (f) Foremen shall not apply, in any respect, any  
32 regulations, rules, by-laws or the provisions of the  
33 *Union Constitution on the Employer's job site.*

34 (g) **“When desired by the employer, with mu-  
35 tual agreement from the Business Manager, for  
36 specific projects, the foreman may also serve as  
37 Company Superintendent.”**

### **Article 11. Job Steward**

1 (a) *It is understood and agreed that the steward's*  
2 *duties shall not include any matters relating to re-*  
3 *ferral, hiring or laying off of employees.*

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

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

19 (d) The Steward or designate who has completed  
20 the M.O.S.T. hazard recognition course, and the  
21 Contractor site representative shall perform a daily  
22 job-site walk through and mutually review safety  
23 issues and toilet and wash facilities at no liability to

24 the Union. On job sites where no one has completed  
25 the M.O.S.T. course the designee shall be the job  
26 steward.

### **Article 12. No Piece Work and Limitation and Curtailment of Production**

1 There shall be no contract, bonus, bit or task work;  
2 nor shall there be any limit on or curtailment of pro-  
3 duction.

### **Article 13. Hours of Work**

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

### **Article 14. Shifts**

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

3 (a) The regular work day shall be a 24 hour pe-  
4 riod starting with the first or day shift at 7:00 A.M.;  
5 the regular starting time for the second shift shall be  
6 3:30 P.M. and the regular starting time of the third  
7 shift shall be 11:30 P.M. The foregoing starting times  
8 may be changed when mutually agreed to between  
9 the Employer and the Representative of the Union  
10 having jurisdiction of the job.

11 The regular shift work week having commenced  
12 with the day shift on Monday morning shall con-  
13 tinue daily and be concluded at the end of the third  
14 shift at 7:00 A.M. on Saturday.

15       **(b)** Where two (2) or three (3) shifts are worked,  
16 the first or day shift shall be established on an eight  
17 (8) hour basis; the second shift shall work seven  
18 and one-half (7 1/2) hours and receive eight (8) times  
19 the regular straight-time hourly rate plus **\$1.00** per  
20 hour worked; the third shift shall work seven (7)  
21 hours and receive eight (8) times the regular straight-  
22 time hourly rate plus **\$1.00** per hour worked.

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

29       **(d)** When an employee is required to work be-  
30 yond ten (10) hours, he shall be entitled to a thirty  
31 (30) minute unpaid meal period, immediately after  
32 the tenth hour. He shall be entitled to an additional  
33 thirty (30) minute paid meal period after every fourth  
34 hour worked thereafter except at the completion of  
35 the work period.

36       **(e)** By mutual agreement between the Business  
37 Manager and the Employer, a work week may be  
38 established consisting of four (4) days of ten (10)  
39 hours per shift, Monday through Thursday at the  
40 straight time rate. Work performed outside of the  
41 regular established shift hours shall be paid for at  
42 the applicable overtime rate.

43       **(f)** By mutual agreement, lost time due to bad  
44 weather or conditions beyond the contractor's con-  
45 trol (excluding holidays) may be made up on Fri-  
46 day. Friday makeup days shall be for a full 10 hours

47 shift and pay for such makeup time shall be at the  
48 straight time rate unless the makeup hours extend  
49 into overtime.

50 (g) Men required to work during regularly estab-  
51 lished meal periods, unless otherwise approved by  
52 the Business Manager or Job Steward will be paid  
53 the overtime rate and allowed a regular lunch pe-  
54 riod upon completion of such work.

### **Article 15. Minimum Pay and Reporting Time:**

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

10 (b) Should an employee be required by the Em-  
11 ployer to report for work and not given work, he  
12 shall receive four (4) hour's pay at the applicable  
13 rate.

14 (c) The foregoing requirements shall not be ap-  
15 plicable where the employee is sent home by reason  
16 of bad weather, breakdown of machinery, or any  
17 other cause beyond the direct control of the Em-  
18 ployer, in which event he shall be paid (1) not less  
19 than two (2) hours' pay, (2) not less than four (4)  
20 hour' pay if he starts to work, or (3) for actual time  
21 worked or time required to remain on the job, which-  
22 ever is greater.



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

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

30 (f) Any employee who is called out for an emer-  
31 gency repair work on premium time shall be paid at  
32 the applicable rate for actual hours worked; how-  
33 ever, an employee shall be given a minimum of four  
34 (4) hours' pay at the applicable rate provided he re-  
35 mains on the job during this period unless released  
36 sooner by the Employer's principal supervisor.

#### **Article 16. Overtime and Holidays:**

1 (a) The first two (2) hours of work performed  
2 before or after the regular scheduled eight (8) hour  
3 work day, Monday through Friday and work per-  
4 formed during the established lunch period, shall  
5 be paid for at the time and one half (1 1/2) rate.  
6 Time and one half (1 1/2) shall be paid for the first  
7 ten (10) hours of work performed on Saturday.

8 (b) Double time (**two hours for one**) shall be  
9 paid for all time worked after ten (10) hours Mon-  
10 day through Saturday, and for all time worked on  
11 Sundays and the following recognized holidays:

12 New Years Day	Labor Day
13 Columbus Day	Washington's Birthday
14 Veterans Day	Decoration Day
15 Thanksgiving Day	Independence Day
16 Christmas Day	

17 (c) When a holiday falls on Sunday, the day ob-  
18 served by the State or Nation shall be observed, and  
19 when Christmas Day and New Year's fall on Satur-  
20 day, Friday will be observed as the holiday.

21 (b) Overtime is not to be demanded of any Em-  
22 ployer by any workman covered by this Agreement  
23 as a condition for employment on a job

### **Article 17. Pay Day**

1 (a) Pay day shall be weekly and in no case shall  
2 there be more than three (3) day's pay held back.  
3 The Employer shall provide accommodations with  
4 a local bank, within a reasonable distance of a job  
5 site, for the employees to cash their pay checks at  
6 no personal expense, or provide thirty minutes. Any  
7 employee who is discharged or laid off by the Em-  
8 ployer shall be paid in full immediately; failure to  
9 pay immediately; unless otherwise approved by the  
10 Business Representative of the Union, shall entitle  
11 the employee to receive straight time until full pay-  
12 ment is made. Any employee who quits shall be paid  
13 on or before the next regular pay day.

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

19 (c) On emergency jobs, checks may be transmit-  
20 ted by first class mail to laid off employees on the  
21 first business day following termination. Envelope  
22 must be post dated by noon of first business day fol-  
23 lowing termination. Should an Employer fail to trans-

24 mit the checks as required by this section, the em-  
25 ployees will be entitled to two (2) hours waiting time  
26 each day of non-compliance.

27 (d) Effective January 1, 1991, the parties adopt  
28 the Mobilization, Optimization, Stabilization and  
29 Training Fund (MOST) - Safety and Training Pro-  
30 gram which shall be administered in accordance with  
31 the trust documents and procedures of the MOST  
32 Fund.

### **Article 18. Check-off**

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

8 (b) The Employer agrees to provide a copy of the  
9 Authorization Form to each employee for signature  
10 and, upon being signed, to keep the form on file un-  
11 til completion of employment of the employee.

12 (c) All Field Dues deducted by the Employer will  
13 be transmitted to the Local Union on or before the  
14 15th day of each month. The amount of Field Dues  
15 deducted in the preceding month and a list of em-  
16 ployees with the weekly amounts deducted, will be  
17 forwarded by the Employer with the transmitted  
18 Field Dues.

19 (d) The Union shall indemnify and save the Com-  
20 pany harmless against any claims or liability that  
21 shall arise out of reason of action taken by the Com-

22 pany in reliance upon Field Dues deduction autho-  
23 rization cards submitted to the Company by the em-  
24 ployee or Union.

25 (e) Effective January 1, 1990, on all work per-  
26 formed in the jurisdiction of Boilermakers Local 29  
27 and upon receipt of a signed authorization by an  
28 employee, the Employer will deduct five cents (\$.05)  
29 per hour worked from all weekly wages for the Boil-  
30 ermakers Local 29 Building and Training Fund. Such  
31 deductions will be transmitted to Boilermakers Lo-  
32 cal 29 on or before the 15th day of each month along  
33 with a list of employees showing the weekly amounts  
34 deducted.

#### **Article 19. Wage Scales:**

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

<b>Classification</b>	<b>Rate</b>
5 General Foreman .....	negotiable between the 6 employee and employer, but 7 may not be less than <b>\$4.00</b> 8 above Journeyman rate.
9 Foreman .....	<b>\$3.00</b> above the Journeyman 10 rate.
11 Assistant Foreman ....	<b>\$1.00</b> above Journeyman 12 rate.

October 1, 2000

Local #237 Connecticut

1	Journeyman	Asst. Frmn	Frmn	Gen. Frmn	Nat'l Pen.	Nat'l H&W	Nat'l AP/MO	Nat'l Annuity	Journeyman Total
2	\$26.81	\$27.81	\$29.81	*TN	12%GW	\$3.60	\$0.54	18% GW	\$38.99
3						\$3.70**			\$39.09**
4	**effective 1-1-01								
5	***Future Increases: 10/01/2001 \$1.80 Total Package								
6	10/01/2002 \$1.80 Total Package								

October 1, 2000

Local #29, Massachusetts and Rhode Island

7	Journeyman	Asst. Frmn	Frmn	Gen. Frmn	Nat'l Pen.	Nat'l H&W	Nat'l AP/MO	Nat'l Annuity	Journeyman Total
8	\$26.88	\$27.88	\$29.88	*TN	12% GW	\$3.60	\$0.54	21% GW	\$39.89
9						\$3.70**			\$39.99**
10	**effective 1-1-01								
11	***Future Increases: 10/01/2001 \$2.00 Total Package								
12	10/01/2002 \$2.00 Total Package								

Local #29, Maine, New Hampshire, Vermont

13	Journeyman	Asst. Frmn	Frmn	Gen. Frmn	Nat'l Pen.	Nat'l H&W	Nat'l AP/MO	Nat'l Annuity	Journeyman Total
14	\$23.05	\$24.05	\$26.05	*TN	11%GW	\$3.60	\$0.54	15%GW	\$33.18
15						\$3.70**			\$33.28**
16	**effective 1-1-01								
17	***Future Increases: 10/01/2001 \$1.65 Total Package								
18	10/01/2002 \$1.65 Total Package								

Local #175, Oswego, New York

	Journeyman	Asst. Frmn	Frmn	Gen. Frmn	Nat'l Pen.	Nat'l H&W	Nat'l AP/MO	Nat'l Annuity	Journeyman Total
1	\$23.675	\$24.68	\$26.68	*TN	14%GW	\$3.60	\$0.54	\$4.00 PP	\$35.13
2						\$3.70**			\$35.23**
3	effective 1-1-01								
4	Future Increases: 10/01/2001 \$1.80 Includes 1% increase pension								
5	10/01/2002 \$1.80								

Local #197, Albany, New York

	Journeyman	Asst. Frmn	Frmn	Gen. Frmn	Nat'l Pen.	Nat'l H&W	Nat'l AP/MO	Nat'l Annuity	Journeyman Total
7	\$23.275	\$24.28	\$26.28	*TN	13%GW	\$3.60	\$0.54	25%GW	\$36.26
8						\$3.70**			\$36.36**
9	effective 1-1-01								
10	Future Increases: 10/01/2001 \$1.25 includes 1% increase in pension								
11	10/01/2002 \$1.25 includes 1% increase in pension								

13 \*\*\*Increases may be allocated to wages, annuity, pension, apprentice, and vacation.

14 \*TN To be negotiated by General Foreman.

15 \*\*Effective January 1, 2001, 10 cent increase to Health & Welfare, \$3.70.

<b>1</b>	<b>Apprenticeship</b>	<b>% of</b>
<b>2</b>	<b>Period</b>	<b>Journeyman Rate</b>
<b>3</b>	1st 6 months	65%
<b>4</b>	2nd 6 months	65%
<b>5</b>	3rd 6 months	70%
<b>6</b>	4th 6 months	75%
<b>7</b>	5th 6 months	80%
<b>8</b>	6th 6 months	85%
<b>9</b>	7th 6 months	90%
<b>10</b>	8th 6 months	95%

**11** (a) The wage rate for pre-apprentices shall be 50%  
**12** of the Boilermaker Journeyman wage rate. The first  
**13** 1,000 hours of employment shall be a probationary  
**14** period during which time they shall not acquire any  
**15** rights or status under this agreement, nor under the  
**16** National Joint Rules and Standards governing op-  
**17** eration of Exclusive Referral Plans, nor under any  
**18** Local Joint Referral Rules and Standards. Contri-  
**19** butions to fringe benefits under this Agreement shall  
**20** not be required during the probationary period. Af-  
**21** ter the probationary period, all benefits provided for  
**22** by this Agreement shall be paid.

**23** (b) Except in a broken work week not created as  
**24** a result of the intervention of a holiday and, at the  
**25** beginning or conclusion of a job, when a foreman  
**26** works three (3) or more days in any work week, he  
**27** shall receive a minimum of forty (40) hours pay pro-  
**28** vided he reports to the job daily during said work  
**29** week.

**30** (c) Effective October 1, 2000, Non Metalcraft  
**31** skilled journeyman, unless Common Arc certified,

32 shall start at the rate of **80%** of the journeyman rate  
33 until obtaining **3,000 hours** within the Boilermaker  
34 industry.

#### **Article 19 (a) Vacation Trust Fund.**

1 **Effective October 1, 2000, Upon notification,**  
2 **the Employer shall deduct from the employee**  
3 **wages for each hour worked, the sum of ( )**  
4 **from each employee. One Hundred Percent**  
5 **(100%) participation for the duration of agree-**  
6 **ment (September 30, 2003) is mandatory per Lo-**  
7 **cal to participate in the Vacation Fund. The Em-**  
8 **ployer shall remit these deductions to the Boiler-**  
9 **maker Vacation Trust.**

10 **The Employer agrees to and shall be bound by**  
11 **the Trust Agreement creating the Boilermaker**  
12 **Vacation Trust and all amendments now or here-**  
13 **after approved by the Board of Trustees. Said**  
14 **agreement and amendments are incorporated by**  
15 **reference and made a part of this agreement as if**  
16 **affixed hereto.**

#### **Article 20. Transportation and Travel Allowances:**

1 (See Appendices "A" and "B" for travel allow-  
2 ance).

#### **Article 21. Health and Welfare Fund:**

1 The Employer shall pay into the Boilermakers  
2 National Health and Welfare Fund the sum of three  
3 dollars and seventy cents (**\$3.70**) per hour for each  
4 hour worked for the Employer for all his employees



5 who are covered by this agreement. The Employer  
6 agrees to maintain all increased costs of benefits  
7 currently provided for in plan "G" of this agreement.  
8 (October 1, 2000 through September 30, 2003).

## **Article 22. National Pension Program**

1 The Employer shall pay into the Boilermaker-  
2 Blacksmith National Pension Trust a sum equiva-  
3 lent to 11% of the employee's gross wage, in the  
4 States of **Maine, New Hampshire, and Vermont.**  
5 In the States of **Connecticut, Massachusetts, and**  
6 **Rhode Island 12%, Albany, New York 13% and**  
7 **Oswego, New York 14%** of the employee's gross  
8 wage. The Employer agrees to and shall be bound  
9 by the provisions of Appendix "E" attached hereto.

10 **(10/1/2000) National Pension**  
11 **Local #29 MA., R.I. 12% of Gross Wage**  
12 **Local #29 ME., N.H., VT. 11% of Gross Wage**  
13 **Local #175 Oswego, N.Y. 14% of Gross Wage**  
14 **Local #197 Albany, N.Y. 13% of Gross Wage**  
15 **Local #237 Conn. 12% of Gross Wage**

16 **(10/01/2001)**  
17 **Local #175 Oswego, N.Y. 15% of Gross Wage**  
18 **Local #197 Albany, N.Y. 14% of Gross Wage**

19 **(10/01/2002)**  
20 **Local #197 Albany, N.Y. 15% of Gross Wage**

## **Article 23. Annuity Program**

1 (10/01/2000)

2 **National Annuity**

3 **Local#29 MA., R.I. 21% of Gross Wage**

4 **Local #29 ME., N.H., VT., 15% of Gross Wage**

5 **Local #175 Oswego, N.Y. \$4.00 Hours Paid**

6 **Local #197 Albany, N.Y. 25% of Gross Wage**

7 **Local #237 Conn., 18% of Gross Wage**

8 The Employer shall pay into the Boilermakers  
9 National Annuity Trust **18% of Gross Wage** in the  
10 State of CT, **15% of Gross Wage** in the States of  
11 ME., N.H., VT, **25% of Gross Wage** in the juris-  
12 diction of Albany, N.Y., **\$4.00 per hour paid** in the  
13 jurisdiction of Oswego NY., and **21% of Gross**  
14 **Wage** in the States of MA. and R.I. for each hour  
15 paid by the Employer for all employees covered by  
16 this Agreement. The Employer shall provide the em-  
17 ployee with a weekly payroll stub itemizing the  
18 amount paid to his annuity. The Employer agrees to  
19 and shall be bound by the Trust Agreement creating  
20 the Boilermakers National Annuity Trust and all  
21 amendments now or hereafter approved by the Board  
22 of Trustees. Said Agreement and amendments are  
23 incorporated by reference and made a part of this  
24 agreement as if affixed thereto.

## **Article 24. Apprentice Training**

1 The ratio or apprentices to journeymen on all work  
2 covered by this agreement shall be at least one (1)  
3 in five (5) when available. In the event apprentices

4 are not available in sufficient number to comply with  
5 the ratio, then pre-apprentices may be used to fulfill  
6 requirements. The Employer agrees to and shall be  
7 bound by the provisions of Appendix "F" attached  
8 hereto relating to said Apprenticeship fund.

9 The Employer agrees to contribute **Thirty cents**  
10 **(\$.30) per hour for all hours worked by employ-**  
11 **ees covered by this agreement to the Northeast-**  
12 **ern Area Apprenticeship Fund.** The employer  
13 agrees to pay any increases automatically upon rec-  
14 ommendation by the Apprenticeship Committee for  
15 any additional actuarial funding necessary.

16 **(October 1, 2000 through September 30, 2003)**

#### **Article 25. MOST**

1 (a) Effective September 1, 2000, the Employer  
2 agrees to contribute the apprenticeship contribution  
3 rate established in Article 24 plus twenty-four cents  
4 (\$.24) per hour worked to the Mobilization, Opti-  
5 mization, Stabilization, and Training Program  
6 (MOST). This amount includes fourteen and one half  
7 cents (\$.14 1/2) for a joint safety program and an-  
8 nual drug screening. The parties to this Agreement  
9 will cooperate to accomplish a drug-free environ-  
10 ment and a safe work place. The MOST drug screen-  
11 ing program shall be mandatory for all boilermak-  
12 ers once per calendar year. It is further agreed by the  
13 parties that drug screening during employment and  
14 pre-employment, including random and for-cause,  
15 shall be based upon the requirements of the employer  
16 or owner. The Employer agrees to and shall be bound  
17 by the Trust Agreement creating the Manpower

18 Optimization, Stabilization, and Training Program  
19 and all amendments now or hereafter approved by  
20 the Board of Trustees. Said agreement and amend-  
21 ments are incorporated by reference and made a part  
22 of this agreement as if affixed hereto.

23 (b) The Employer agrees to pay, if needed, any  
24 increases to the MOST program. (October 1, 2000  
25 through September 30, 2003)

26 (c) Effective January 1, 1991, the parties adopt  
27 the Mobilization, Optimization, Stabilization and  
28 Training Fund (MOST) - Safety and Training Pro-  
29 gram which shall be administered with the trust  
30 documents and procedures of the MOST Fund.

31 (d) Drug Screening Program - Effective **August**  
32 **15, 1993**, the Employers and Union incorporate the  
33 **MOST Mandatory** Drug Screening Program into  
34 the Mobilization, Optimization, Stabilization and  
35 Training Fund - Safety and Training Program. The  
36 **MOST Mandatory** Drug Screening Program shall  
37 be administered in accordance with this contract, the  
38 trust documents and the policy and procedures of  
39 the Mobilization, Optimization, Stabilization and  
40 Training Fund.

41 (e) A subcommittee will be formed under the  
42 Northeastern States Safety Training Program to keep  
43 abreast of the latest developments, changes, and tech-  
44 nology pertaining to drug screening programs. All  
45 proposed changes will be submitted to the full labor  
46 management committee at a quarterly meeting for  
47 recommendation to MOST. **The program will be a**  
48 **ten (10) panel category with the addition of alco-**  
49 **hol, based on a .04% blood alcohol level.**

50       **(f) M.O.S.T. Hazard Recognition Safety Train-**  
51 **ing will become MANDATORY effective Octo-**  
52 **ber 1, 1994. Training is to begin as soon as pos-**  
53 **sible and completed by January 1, 1996. Train-**  
54 **ing schedules are to be coordinated by the**  
55 **M.O.S.T. Hazard Recognition Training Program**  
56 **in Fairfax, Virginia.**

### **Article 26. Welder Certification**

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

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

8       **(c) Welders shall be furnished suitable replace-**  
9 **ment of welding gloves, and where possible pro-**  
10 **vided a clean, dry, warm, suitable area, free from**  
11 **dust, wind, etc. for a welder to perform test proce-**  
12 **dures.**

13       **(d) Each Common Arc Welder employed by a**  
14 **participating contractor shall receive a copy of**  
15 **their Welder History record update in each pro-**  
16 **cess in which they are qualified (G.T.A.W.,**  
17 **S.M.A.W., etc.) upon layoff. If this report is not**  
18 **filled out and sent in accordance with the Com-**  
19 **mon Arc requirements within 7 days of the end**  
20 **of the job, the Contrator will pay \$25.00 per per-**  
21 **son to Common Arc for the administration ex-**  
22 **penses incurred in processing late reports.**

## **Article 27. Unemployment Compensation-Notice of Separation**

1       **(a)** The Employer shall, regardless of the number  
2 of employees in his employ, become a subject em-  
3 ployer under the terms of the applicable State Un-  
4 employment Compensation Agency where the work  
5 is being performed.

6       **(b)** Employees, upon separation from the job, shall  
7 be given the required separation slip including a rea-  
8 son in writing for their separation, if requested.

9       **(c)** A surety or Escrow Agreement may be required  
10 to insure payment of fringe benefits from Employ-  
11 ers not previously signed to any Boilermaker col-  
12 lective bargaining agreement or job understanding  
13 requiring employer contributions to the Boilermak-  
14 ers National Pension, Annuity, Health and Welfare  
15 or Apprenticeship Funds or an Employer who has  
16 been or is delinquent in the payment of fringe ben-  
17 efit contributions to any fringe benefit funds.

18       **(d)** The amount of the bond will be 125% of fringe  
19 benefit contributions based on the number of poten-  
20 tial and/or actual employees hours times the appro-  
21 priate contribution rates as estimated by the Union.  
22 The bond is intended to cover the contribution prin-  
23 cipal liquidated damages, interest and collection  
24 costs including attorney fees. Additional bonds may  
25 be required if the original estimate is insufficient.

26       **(e)** The Union may refuse to refer employees to  
27 and may withdraw employees from any Employer  
28 who has not posted a bond when required, and such  
29 refusal or withdrawal will not constitute a violation  
30 of the Agreement. Such refusal or withdrawal is not

31 the Union's exclusive remedy and any legal or equi-  
32 table course of conduct or action may be pursued.

### **Article 28. Safety Measures and Medical Treatment**

1 (a) All work of the Employer shall be performed  
2 under mutually approved safety conditions which  
3 must conform to State and Federal regulations.

4 (b) A warm, dry place shall be provided for men  
5 to change their clothes, eat lunches, and suitable  
6 drinking water will be made available. Attempts will  
7 be made to obtain the use of the customers toilet  
8 and wash facilities. Upon failure to gain the use of  
9 customer facilities, the Employer shall, where ac-  
10 cess to running water and sewer is reasonable, pro-  
11 vide a means to wash up. Hand soap or similar clean-  
12 ing agents shall be provided, including paper hand  
13 towels and toilet tissues.

14 (c) Scaffolding, staging, walks, ladders, gang-  
15 planks and other safety appliances shall be provided  
16 where necessary and shall be constructed in a safe  
17 and proper manner by competent mechanics.

18 (d) In addition to the Employer being required to  
19 furnish adequate safety measures and equipment, it  
20 shall also be a requirement of the workmen to con-  
21 form to safety regulations and measures as provided.

22 (e) Employees required to take time off from their  
23 employment during working hours to secure treat-  
24 ment because of injury or sickness arising out of and  
25 in the course of their employment, shall receive pay  
26 for such time plus necessary travel expenses incurred  
27 in so doing on the day of injury. Extent and frequency

28 of subsequent treatments if questioned by the Em-  
29 ployer, must be approved by the Employer's doctor.

30 (f) Employees shall not be required to take a physi-  
31 cal examination, except as required by government-  
32 tal agencies having proper jurisdiction, and there  
33 shall be no age limit except as provided by law. (Test-  
34 ing for cause to be addressed by a side letter, MOST  
35 language).

36 (g) In the event employees are required to take a  
37 physical examination, they shall be reimbursed for  
38 all time and/or travel expense provided that such  
39 employees who pass the examination must accept  
40 employment in order to receive such reimbursement.

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

46 (i) If during the previous twelve month period the  
47 employer has issued the employee safety glasses,  
48 and/or work gloves and/or safety gloves, and if these  
49 items are lost or damaged other than through fair  
50 wear and tear, the employee shall reimburse the  
51 employer for replacement items. ( It shall be the  
52 employers responsibility to collect these items at the  
53 end of each shift and hand them out at the begin-  
54 ning of each shift. This does not apply if allowed to  
55 take out of plant at end of each shift.)

## **Article 29. Grievance Machinery**

1 (a) All grievances involving the interpretation and  
2 application of this Agreement other than those per-



3 taining to general wage rates or jurisdictional dis-  
4 putes that may arise on a job covered by this Agree-  
5 ment, shall be handled in the following manner with  
6 the understanding that there shall be no suspension  
7 of work or strike or lockout.

8 (b) Any such grievance shall be first considered  
9 by *representatives of the local union and the Em-*  
10 *ployer*, and if a settlement satisfactory to the Em-  
11 ployer and local union cannot be reached within  
12 seven (7) calendar days, it will be reduced to writ-  
13 ing and submitted to:

14 (c) The International Representative of the Union  
15 and the Employer involved, and if a settlement sat-  
16 isfactory to the Employer and Union cannot be  
17 reached within seven (7) calendar days

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

32 (e) If the two members of the Arbitration Com-  
33 mittee fail to select a neutral member within five (5)  
34 calendar days, the two members already appointed

35 shall within five (5) calendar days, call upon the Fed-  
36 eral Mediation and Conciliation Service to make the  
37 third selection. In the event either Employer or  
38 Union's representative fails to cooperate in calling  
39 upon the Federal Mediation and Conciliation Ser-  
40 vice within the said five (5) calendar days, the other  
41 representative shall have the authority to make such  
42 request.

43 (f) The expense of the third member of the Arbi-  
44 tration Committee shall be borne by the party re-  
45 ceiving the adverse decision in the subject case. All  
46 other expenses of the arbitration procedure will be  
47 borne by the party incurring them.

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

### **Article 30. No Strike No Lockout**

1 During the life of this Agreement, each of the sig-  
2 natory parties agrees that there shall be no strikes,  
3 work stoppages, or lockouts by members of the  
4 Union or by the Employer. This no strike, no lock-  
5 out commitment is based upon the agreement by both  
6 parties to be bound by the grievance and arbitration  
7 provisions of this Agreement. The parties also agree  
8 that a breach of this no strike, no lockout provision  
9 shall constitute a breach of the entire agreement.

### **Article 31. Political Action Fund Deduction**

1 (a) The Employer agrees to deduct five cents  
2 (\$.05) per hour worked for the Boilermakers LEAP

3 Campaign Assistance Fund upon written authoriza-  
4 tion by the employee.

5 (b) Where feasible, the Employer agrees to pro-  
6 vide a copy of the Authorization Form to the Stew-  
7 ard, for employee signature, and upon being signed  
8 to keep the form on file until completion of employ-  
9 ment.

### **Article 32. Massachusetts State Building and Construction Trades Council Deduction:**

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

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

8 (c) This money is to be transmitted to the Secre-  
9 tary-Treasurer of Local 29 on or before the 15th of  
10 each month.

### **Article 33. Project Agreements:**

1 Project Agreements negotiated by the Interna-  
2 tional shall supersede this Agreement to the extent  
3 of any modifications or changes specifically set forth  
4 therein.

5 The Business Manager of the Local Lodge may  
6 modify articles of this agreement on a specific job  
7 when, in his judgement, it is in the craft's best inter-  
8 est to do so. Any such agreement shall apply only to  
9 that job or project and will automatically terminate  
10 at the conclusion of the work. All changes will be

11 reduced to writing, signed by the parties with cop-  
12 ies furnished to the Chairmen of the Employers and  
13 Union Negotiating Committee before work com-  
14 mences, if possible. Labor/Management, when fea-  
15 sible will work to enhance a Market Recovery Pro-  
16 gram.

### **Article 34. Agreement Qualifications**

1 (See Appendix G for maintenance and repair  
2 agreement)

1 (a) It is not the intent of either party hereto to  
2 violate any laws or any rulings or regulations of any  
3 Governmental authority or agency having jurisdic-  
4 tion of the subject matter of this Agreement and the  
5 parties hereto agree that, in the event any provision  
6 of this Agreement is held to be unlawful or void by  
7 any tribunal having the right to so hold, the remain-  
8 der of the Agreement shall remain in full force and  
9 effect, unless the parts so found to be void are wholly  
10 inseparable from the remaining portions of this  
11 Agreement.

12 (b) It is further understood that this Agreement  
13 was negotiated with the Union on an area-wide ba-  
14 sis by Employers engaged in the field construction  
15 industry in the area. Should this Agreement, by no-  
16 tice given as herein provided, be reopened for fur-  
17 ther negotiations, such negotiations shall be con-  
18 ducted on an area-wide basis by the Employers who  
19 have executed this agreement and/or Employers sig-  
20 natory to the National Agreement.

21 (c) Continued deliberate violations of this Agree-  
22 ment other than work assignments involved in ju-  
23 risdictional disputes, unless corrected or discontin-  
24 ued after proper written notice to the Employers, will  
25 be sufficient cause, after investigation and approval  
26 of the International President of the Union, for the  
27 cancellation of this Agreement between the violat-  
28 ing Employer and the International Brotherhood.

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

34 (e) During the life of the Agreement, the mem-  
35 bers of the Employers committee and the members  
36 of the Union committee agree to hold quarterly meet-  
37 ings for the purpose of clarifying the Agreement and/  
38 or discussing problems of mutual concern in the in-  
39 dustry.

40 (f) Disagreement over the interpretation of this  
41 Agreement shall be submitted to the two negotiat-  
42 ing chairmen for their ruling which shall be in writ-  
43 ing. Such ruling is subject to appeal under the griev-  
44 ance procedure.

### **Article 35. Duration of Agreement**

1 (a) This Agreement shall become effective **Octo-**  
2 **ber 1, 2000**, and except as otherwise provided herein,  
3 shall remain in full force and effect until midnight  
4 **September 30, 2003**, and from year to year thereaf-  
5 ter unless either party shall, at least sixty (60) days  
6 prior to any anniversary date thereof, notify the other

7 party in writing of a desire to modify or terminate  
8 this Agreement. In the event such notice is given,  
9 the parties, in accordance with the provisions of Ar-  
10 ticle 35, Section (b), shall meet not later than fifteen  
11 (15) days after receipt of such notice. Should an un-  
12 derstanding not be reached within thirty (30) days  
13 from the date such notice was filed, the procedure  
14 outlined in Section 8 of the Labor Management Re-  
15 lations Act will be followed.

16 The foregoing Agreement was negotiated at a  
17 General Conference of Employers and Union Rep-  
18 resentatives in Boston, Massachusetts, September  
19 26, 2000, by the following Committees:

20 Representing the Employers:

21 Thomas H. O'Connor, Jr., Chairman  
22 David Crichton, Williams Power Corp.  
23 Dave Foster, Alston Power-CE Services  
24 Patrick Bocian, B&W, Construction  
25 Peter Wiltsie, Wiltsie Construction  
26 Terry Spath, Wiltsie Construction

27 Representing the Union:

28 Michael S. Murphy, IVP, Chairman  
29 William V. Carey, A.I.P.  
30 Lawrence MacAdams, BM/ST #29  
31 John T. Fultz, BM/ST #175  
32 Gerald Couser, BM/ST #197  
33 Tony DeFrancesco, Jr., BM/ST #237  
34 John H. Bazy, IRCD/NTL

35 This Agreement, as negotiated by the foregoing  
36 committees at Boston, Massachusetts, is hereby ac-  
37 cepted by the parties signatory hereto this day of  
38 , 2000, with the full understanding that this  
39 Agreement is between the Union and the individual  
40 signatory Employers.

41 **FOR THE EMPLOYER:**  
42 **Thomas H. O'Connor Jr. Chairman**  
43 By  
44 Address

45 **FOR THE UNION:**  
46 **Michael S. Murphy, I.V.P. Chairman**  
47 **Charles W. Jones, International President**  
48 **Business Manager Lodge No.**

## **APPENDIX "A"**

### **TRAVEL ALLOWANCE**

#### **1. Article 20**

1 (a) It is the intent of this article to fairly compen-  
2 sate and share incurred travel costs of employees  
3 covered by this agreement.

4 (b) Resident employees shall be reimbursed for  
5 travel allowance from their residence city to the job  
6 site in keeping with the below schedule.

7 (c) Any falsification of information supplied re-  
8 garding the legitimate residence city of the employ-

9 ees shall be handled in accordance with Section 8.3  
10 and 8.3.1 of the Joint Referral Rules.

11 (d) Compensation will be based on the most di-  
12 rect route as determined by, RAND McNALLY-  
13 Household Goods Carrier Bureau.

14 (e) Travel allowance will be paid on a daily basis,  
15 one way, provided the employee works a minimum  
16 of four (4) hours, unless released sooner by the Em-  
17 ployer.

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

23 (g) Travel allowance rates:

24	25-45 miles	\$10.00
25	Over 45-60 miles	\$13.00
26	Over 60 miles	\$25.00

## APPENDIX "B" BOILERMAKERS NATIONAL HEALTH AND WELFARE

1 **Section 1.** In the Agreement to which this is an  
2 appendix, the boilermakers National Health and Wel-  
3 fare Fund is referred to as "National Welfare Fund,"  
4 "Welfare Fund," Or "Fund." The Contractor is re-  
5 ferred to as "Employer" and the Contractors are re-  
6 ferred to as "Employers."

7 **Section 2.** Employer agrees to be bound by the  
8 Agreement and Declaration of Trust entered into as  
9 of October 1, 1954, establishing the Boilermakers



10 National Health and Welfare Fund and by any  
11 amendments to said Trust Agreement.

12 **Section 3.** Payment of Employer contributions to  
13 the National Welfare Fund shall be made on the dates  
14 and in the manner and form prescribed by the Trust-  
15 ees of said Fund.

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

22 **Section 5.** Employer hereby authorizes and di-  
23 rects the committee in this Agreement named as rep-  
24 *resenting the Employers, and as to the future the*  
25 committee named in the current agreement succes-  
26 sor to this Agreement with the Union or any local  
27 thereof to do each and all of the following in his  
28 (Employer's) name and behalf, either individually  
29 or in conjunction with other Employers covered by  
30 this Agreement.

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

33 (b) Exercise any rights, powers and authority  
34 given or provided by said Trust Agreement or any  
35 amendments thereto, to elect, select, appoint or to  
36 vote for one or more Employer Trustees and succes-  
37 sor Employer Trustees of the fund and to remove or  
38 vote for or against the removal of any Employer  
39 Trustee of the Fund.

40 (c) Exercise any and all other rights in connec-  
41 tion with or relating to the National Welfare Fund or

42 its Trust Agreement which are given the Employer,  
43 either individually or together with other Employ-  
44 ers, under said Trust Agreement.

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

### **APPENDIX "C"**

#### **LOCAL JOINT REFERRAL RULES AND STANDARDS**

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

### **APPENDIX "D"**

#### **BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST**

1 **Section 1.** In the Agreement to which this is an  
2 Appendix and, in this Appendix, the Boilermaker-  
3 Blacksmith National Pension Trust is referred to as

4 "National Pension Trust," "Pension Trust" or  
5 "Trust," the Contractor is referred to as "Employer"  
6 and the Contractors are referred to as "Employers."

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

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

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

34 **Section 5.** Employer hereby authorizes and di-  
35 rects the Committee named in this Agreement as rep-

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

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

45 (b) Exercise any rights, powers and authority  
46 given or provided by said Trust Agreement or any  
47 amendments thereto, to elect, select, appoint or to  
48 vote for one or more Employer Trustees and suc-  
49 cessor Employer Trustees of the Trust and to remove  
50 or vote for or against the removal of any Employer  
51 Trustee of the Trust;

52 (c) Exercise any and all other rights in connec-  
53 tion with or relating to the National Pension Trust  
54 or the Trust Agreement, which are given the Em-  
55 ployer, either individually or together with other  
56 Employers, under said Trust Agreement.

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

68     **Section 6.** Employer hereby irrevocably desig-  
69 nates the Employer Trustees appointed pursuant to  
70 said Trust Agreement, and their successors collec-  
71 tively as his (Employer's) representatives for the  
72 purposes set forth in said Trust Agreement.

## APPENDIX "E" APPRENTICESHIP

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

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

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

22     **Section 4.** Employer hereby authorizes and di-  
23 rects the Committee in this Agreement named as rep-

24 resenting the Contractors, and as to the future, the  
25 Committee named in the then current agreement suc-  
26 cessor to this Agreement with the Union or any lo-  
27 cal thereof, to do each and all of the following in his  
28 (Employer's) name and on behalf, either individu-  
29 ally or in conjunction with other Employers cov-  
30 ered by this Agreement.

31 (a) Execute the Agreement and declaration of  
32 Trust establishing the Boilermakers Area Appren-  
33 ticeship Funds;

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

42 (c) Exercise any and all other rights in connec-  
43 tion with or relating to the Boilermakers Area Ap-  
44 prenticeship Funds or its Trust Agreement, which  
45 are given the Employer, either individually or to-  
46 gether with other Employers, under said Trust Agree-  
47 ment.

48 In exercising or in not exercising the power and  
49 authorities herein granted, the Committee shall act  
50 on, and in accord with, but only on and in accord  
51 with, the vote of a majority of the then members of  
52 the Committee. Having so acted, the Committee may  
53 designate its then chairman, alone or together with  
54 one or more of its members, or one or more other  
55 members of the Committee, to vote or to execute

56 any document on behalf of the Committee and/or  
57 Employer and/or all or some of the other Employers  
58 covered by this Agreement.

## **APPENDIX "F"** **MAINTENANCE AND REPAIR** **AGREEMENT**

### **Article 1. Recognition**

1       (1) The bargaining unit under this Agreement shall  
2 be comprised of Boilermaker Employees, now em-  
3 ployed and employed in the future for maintenance,  
4 repair, replacement, and renovation in various plants  
5 within the jurisdiction of the International Brother-  
6 hood of Boilermakers, Iron Ship Builders, Black-  
7 smiths, Forgers and Helpers, AFL-CIO. This Agree-  
8 ment does not apply to General Superintendents, Su-  
9 perintendents, Assistant Superintendents, office and  
10 clerical employees, watchmen or other professional  
11 or supervisory employees as defined in the National  
12 Labor relations Act, as amended.

13       (2) It is agreed between the Union and the Em-  
14 ployer that this Agreement is applicable to mainte-  
15 nance, repair, replacement of parts and renovation  
16 work that is primarily within the recognized and tra-  
17 ditional jurisdiction of the Union and shall be per-  
18 formed in the accordance with the terms of this  
19 Agreement. It is further agreed that should the plant  
20 owner also award work to the Employer that is  
21 within the recognized and traditional jurisdiction of

22 another union with which the Employer has a simi-  
23 lar Agreement for the performance of that work, then  
24 work assignments shall be made in accordance with  
25 Agreement and Decisions of Record, established  
26 trade practice, or prevailing area practice. Since pres-  
27 ently established jurisdictional dispute settlement  
28 procedures are not applicable to the work covered  
29 by this Agreement, then any disputes that arise from  
30 such assignments shall be referred to the Interna-  
31 tional Representative assigned by the International  
32 Vice President for resolution. In any settlement dis-  
33 cussions developing therefrom, it is agreed that the  
34 Representatives of the plant owner who awarded the  
35 work to the Employer will actively participate, along  
36 with the Employer and Union Representatives, to  
37 insure an expeditious resolution of the dispute.  
38 Should any dispute fail to be resolved, the parties  
39 may submit to the Office of the International Vice  
40 President for resolution.

41 (3) The Employer recognizes the Union herein as  
42 duly constituted for the purpose of bargaining col-  
43 lectively and administering this Agreement for the  
44 members affiliated with the International Brother-  
45 hood of Boilermakers, Iron Ship Builders, Black-  
46 smiths, Forgers, and Helpers, AFL-CIO.

## **Article 2. Scope of Work**

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

4 (2) This Agreement does not cover work per-  
5 formed by the Employer of a new construction na-



6 ture, in which event said work shall be done in ac-  
7 cordance with existing construction agreements.

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

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

### **Article 3. Definitions**

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

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

10 (3) The word "renovation", used within the terms  
11 of the Agreement and in connection with mainte-  
12 nance, is work required to improve and/or restore  
13 by replacement or by revamping parts of existing  
14 facilities to efficient operating condition.

15 (4) The term "existing facilities", used within the  
16 terms of this Agreement is limited to a constructed  
17 unit already completed and shall not apply to any  
18 new unit to be constructed in the future, even though

19 the new unit is constructed on the same property or  
20 premises.

21 (5) In the event a dispute arises as to whether a  
22 work operation is new work or work falling within  
23 the scope of this Agreement, the matter shall be re-  
24 ferred to a committee consisting of International  
25 Vice President, Union Representative and two (2)  
26 Representatives of Contractors Committee.

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

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

#### **Article 4. Holidays**

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

#### **Article 5. Work Hours Per Day and Overtime**

1 (1) Employees who have been called out for emer-  
2 gency repair work which is started during the hours  
3 prior to 8:00 A.M. at the time and one half (1 1/2)  
4 rates, shall continue to receive time and one half (1  
5 1/2) rates for all hours which they continue to work

6 until granted a minimum rest period of eight (8)  
7 hours.

8 (2) All time worked before and after the estab-  
9 lished work day of eight (8) hours, Monday through  
10 Friday, and all time worked on Saturday, shall be  
11 paid at the rate of time and one-half. All time worked  
12 on Sundays and the Holidays as stated in Article 16  
13 shall be paid for at the rate of double time.

14 (3) Employees shall be at the base of the struc-  
15 ture or gang box at regular starting time.

16 (4) For purposes of maintenance work as defined  
17 in this appendix there shall be no minimum number  
18 of days required for shift work. The Employer may  
19 establish a second and/or third shift at any time with-  
20 out any duration requirement. If such shift is estab-  
21 lished without twenty-four (24) hour notification to  
22 the Union, the first day of such shift shall be paid at  
23 the appropriate overtime rate. Every day thereafter  
24 shall be paid at the appropriate shift rate.

## **Article 6. Apprentices**

1 The Union agrees that the needs of plant mainte-  
2 nance may warrant differing apprentice ratios than  
3 those established. The Employer and Union, there-  
4 fore, agree to negotiate such ratios from time to time  
5 as the conditions warrant.

## **Article 7. Hiring and Transfer of Men**

1 The Employer agrees to hire men in any territory  
2 where work is being performed or is to be performed  
3 in accordance with the hiring procedure existing in  
4 the territory where the work is being performed or

5 is to be performed; however, in the event the Local  
 6 Lodge is unable to fill the request of the Employer  
 7 for Employees within a forty-eight (48) hour period  
 8 after such request for Employees (Saturdays, Sun-  
 9 days, and Holidays excepted), the Employer may  
 10 employ workmen from any source. The Employer  
 11 shall have the right to move qualified Boilermaker  
 12 General Foreman, Foreman, Assistant Foreman and  
 13 Employees from one job assignment to another  
 14 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	
1 Shifts	10	10	10	10	10	All hours worked Friday at overtime.
2 New Employee	x	x	x	10	10	All hours worked on Friday at overtime.
3 Employee misses time	10	0	10	10	10	All time worked on Friday at straight time
4 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.
5						
6 Job misses time due to bad weather 7 or conditions beyond contractor's 8 control.	10	5	10	7	10	First eight (8) hours at straight time, 9 last two (2) hours at overtime
10 Start of job	x	x	10	10	10	All time worked on Friday at overtime
11 Job rained out on a makeup day	10	2	10	10	2	Two hour's pay on Friday per Article 12 fifteen (15) (c).
13 Foreman guaranteed 40 hours-						
14 Job works.	10	2	10	10	10	*All time worked on Friday at overtime
15 *Provided foreman qualifies for guarantee 40 requirement per Article 19 (c) of revised agreement.						

**Thomas H. O'Connor, Jr., Contractor Chairman**  
**Michael S. Murphy, I.V.P., Union Chairman**

**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.  
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

## INDEX

	PAGE
Agreement Qualifications .....	32
Annuity .....	22
Apprenticeship .....	22
Building Trades Deduction .....	31
Check-off .....	15
Duration of Agreement .....	33
Foremen (Supervision) .....	8
Functions of Management .....	4
Grievances .....	28
Health and Welfare .....	20
Holidays .....	13
Hours of Work .....	10
Job Notice .....	5
Jurisdictional Disputes .....	6
Medical Treatment .....	27
Minimum Pay and Reporting Time .....	12
MOST .....	23
No Strike-No Lockout .....	30
Overtime .....	13
Pay Day .....	14
Pension .....	21
Piece Work .....	10
Political Action Fund Deduction .....	30
Preamble .....	1
Project Agreements .....	31
Recognition .....	3
Referral of Personnel .....	6



	PAGE
Safety Measures .....	27
Scope and Purpose of Agreement .....	2
Separation Notices .....	26
Shifts .....	10
Steward .....	9
Subcontracting .....	5
Trade Jurisdiction .....	6
Transportation .....	20
Travel Allowances .....	35
Unemployment Compensation .....	27
Union Access to Jobs .....	7
Union Security .....	4
Wage Scales .....	16
Welder Certification .....	25