

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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1 **PREAMBLE**

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

7 WHEREAS, the International Brotherhood
8 of Boilermakers, Iron Ship Builders, Forgers
9 and Helpers and/or subordinate subdivisions
10 thereof embrace within their membership large
11 numbers of qualified journeymen who have
12 constituted in the past, and continue to do so,
13 a majority of the employees employed by the
14 Employer herein;

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

19 **ARTICLE 1**

20 **SCOPE AND PURPOSE OF AGREEMENT**

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

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

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

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

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

1 **ARTICLE 2**
2 **RECOGNITION**

3 The Employer agrees that, upon the Union’s
4 presentation of appropriate evidence of
5 majority status among its employees in the
6 bargaining unit of the Employer covered by
7 this collective bargaining agreement the Union
8 shall be voluntarily recognized as the exclusive
9 collective bargaining agent under Section 9(a)
10 of the NLRA for all employees within the
11 bargaining unit of Employer on all job sites
12 within the jurisdiction of this Agreement. In the
13 event of such a showing, the Employer expressly
14 waives any right to condition voluntary
15 recognition on the Union’s certification by the
16 NLRB following an NLRB election, unless
17 a representation petition has been filed by a
18 Petitioner other than the Employer prior to the
19 Employer’s voluntary 9(a) recognition. The
20 Employer expressly waives the right to seek an
21 NLRB election during the term of this contract,
22 or any right to abrogate or repudiate this contract
23 during its effective term.

24 **ARTICLE 3**
25 **UNION SECURITY**

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

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

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

10 **(b)** The Union and the Employer agree to
11 abide by all Executive Orders and subsequent
12 amendments thereto, regarding the Civil Rights
13 Act of 1964, pertaining to non-discrimination in
14 employment, in every respect.

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ARTICLE 4 **FUNCTIONS OF MANAGEMENT**

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

1 to work overtime on Saturday, Sunday,
2 or Holidays.

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

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ARTICLE 5
JOB SITE SUBCONTRACTING

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

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ARTICLE 6
JOB NOTICE

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

- 27 i. Location of job site
- 28 ii. Approximate starting date and duration
- 29 iii. Type of job
- 30 iv. Approximate manpower requirements

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

11 **ARTICLE 7**
12 **REFERRAL OF PERSONNEL**

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

- 1 **(b)** Boilermaker employees shall supply their
2 own small tools.
- 3 i. 12” Crescent wrench
 - 4 ii. Sidecutts
 - 5 iii. 25’ Tape
- 6 **(c)** An employer shall furnish each boilermaker
7 with a set of work/welding gloves. Except for
8 gloves damaged through fair wear and tear,
9 each boilermaker is responsible for replacement
10 gloves at his/her expense for the term of his/her
11 employment on that site.
- 12 **(d)** The first two (2) boilermakers on the job
13 shall be the foreman, selected by the employer
14 and the steward as designated by the Union.
15 The employer may then select the first five (5)
16 applicants per shift for employment from the
17 appropriate out of work list, with the next five
18 per shift designated by the Union. Thereafter,
19 additional referrals shall continue on a one-to-
20 one ratio not to exceed twenty-five employer
21 requests per project.
- 22 **(e)** The employer may also transfer up to Five
23 (5) boilermakers from one project to another
24 within the geographical jurisdiction of local
25 union or Zone.
- 26 **(f)** On any short duration small boiler job under
27 contract at 30 days or less, if the duration of the
28 job continues beyond 30 days the Employer
29 shall discuss with the Business Manager or
30 his designee the possibility of extending the
31 duration. The Employer has the right to bring

1 the first man as the foreman throughout Local
2 5's Zone 175 and Zone 197. The Union will
3 supply the second man (the Steward). If any
4 additional foremen are required, they shall
5 come from the Zone where the work is being
6 performed. As additional men are required, the
7 manning will be in the same order. The next man
8 will be requested by the Employer from either
9 Zone and the man after will come from the
10 appropriate Zone's out of work list up to a total
11 of 6 men. The Employer will have the right to
12 transfer a crew of 6 men including the foreman
13 throughout Zones 175 & 197. The Union asks
14 that the crew, when available, consist of an
15 equal number from each Zone. In addition, it
16 will be understood that Zone 197 wage package
17 will be paid to all transferee's regardless of the
18 Zone where the work is being performed. Any
19 additional employees will come from within the
20 Zones jurisdiction.

ARTICLE 8
TRADE JURISDICTION

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(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.

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**ARTICLE 9
UNION ACCESS TO JOB**

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

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**ARTICLE 10
SUPERVISION**

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

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

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

1 **(d)** Where eight (8) or less men are employed
2 on a job, one (1) shall be a foreman who
3 shall work with the tools if required by the
4 Employer. Where nine (9) or more men are
5 employed on a job, one (1) shall be a foreman
6 who shall not work with the tools but act in a
7 supervisory capacity.

8 **(e)** It is agreed that all classifications of foremen
9 referred to herein shall accept instructions from
10 the Employer's superintendent(s). However,
11 the superintendent(s) shall not give instructions
12 to the other employees covered by the terms of
13 this Agreement.

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

ARTICLE 11
JOB STEWARD

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(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.

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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.

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

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

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

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

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

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

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

16 **ARTICLE 15.**

17 **MINIMUM PAY AND REPORTING TIME**

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

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

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

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

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

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

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

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ARTICLE 16.
OVERTIME AND HOLIDAYS

26 **(a)** The first two (2) hours of work performed
27 before or after the regular scheduled eight (8)
28 hour work day, Monday through Friday and
29 work performed during the established lunch
30 period, shall be paid for at the time and one half
31 (1 ½) rate. Time and one half (1 ½) shall be paid

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

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

- 6 New Years Day
- 7 Presidents Day
- 8 Memorial Day
- 9 Independence Day
- 10 Labor Day
- 11 Veterans Day
- 12 Thanksgiving Day
- 13 Christmas Day

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

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

ARTICLE 17.

PAY DAY

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

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

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

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

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

12 **ARTICLE 18.**

13 **CHECK-OFF**

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

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

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

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

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

18 **(f)** Effective January 1, 2015 the Employer will
19 deduct a minimum of \$.10 per hour worked
20 from all weekly wages for Boilermakers Local
21 237, Local 5 Zone 175, and Local 5 Zone 197
22 Building and Training Fund. Such deductions
23 will be transmitted to the Local where the work
24 is being performed on or before the 15th day
25 of each month along with a list of employees
26 showing the weekly amounts deducted.

1 **ARTICLE 19**
2 **WAGE SCALES**

3 **(a)** The Employer shall pay and the employees
4 covered by the terms of this Agreement shall
5 accept the following minimum wage scales:
6

7 Classification	Rate
8 General Foreman	negotiable between 9 the employee and 10 employer, but may 11 not be less than 12 \$6.00 above 13 Journeyman rate.
14 Foreman	\$4.00 above the 15 Journeyman rate.
16 Assistant Foreman	\$1.75 above the 17 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
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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
<hr/>	
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
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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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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
<hr/>	
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.

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

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

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

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

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

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

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

4 **ARTICLE 20**
5 **TRANSPORTATION AND TRAVEL ALLOWANCES**

6 (See Appendix “A” for travel allowance.)

7 **ARTICLE 21**
8 **HEALTH AND WELFARE FUND**

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

15 The Employer agrees to maintain any increased
16 costs of benefits currently provided for in plan
17 “G” of this Agreement as follows:
18 Effective January 1, 2015 through December
19 31, 2017 up to \$.0025 per hour paid

20 **ARTICLE 22**
21 **NATIONAL PENSION PROGRAM**

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

1 hour paid. The Employer agrees to and shall
2 be bound by the provisions of Appendix “D”
3 attached hereto.

4 (1/1/2015)National Pension (Journeyman Classification)	
5 Local #29 MA., R.I.	\$12.71 Per Hour Paid
6 Local #29 ME., N.H., VT.	\$9.64 Per Hour Paid
7 Local #175 Oswego, N.Y.	\$13.75 Per Hour Paid
8 Local #197 Albany, N.Y.	\$13.66 Per Hour Paid
9 Local #237 Conn.	\$13.32 Per Hour Paid

10

ARTICLE 23

11

ANNUITY PROGRAM

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

14 \$4.82 per hour paid in the State of CT

15 \$3.50 per hour paid in the States of ME., N.H., VT.

16 \$3.50 per hour paid in the States of MA. and R.I.

17 \$3.25 per hour paid in the jurisdiction of Albany, N.Y.

18 \$3.00 per hour paid in the jurisdiction of Oswego, N.Y.

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

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

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

4

ARTICLE 24

5

APPRENTICE TRAINING

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

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

24 **(b)** By mutual agreement between the chairmen
25 of the respective Committees, this Article may
26 be opened up for negotiations at any time
27 during the life of the Agreement. (January 1,
28 2015 through December 31, 2017)

1 **ARTICLE 25**

2 **MOST**

3 **(a)** The Employer agrees to contribute the
4 Apprenticeship contribution rates established
5 in Article 24 plus (\$0.34) per hour worked to
6 the Mobilization, Optimization, Stabilization
7 & Training (MOST) Fund effective August
8 1, 2010. The Employer agrees to and shall
9 be bound by Trust Agreement, policies and
10 procedures creating MOST, and all amendments
11 or revisions to policies and procedures now or
12 hereafter approved by the Board of Trustees.
13 Said Trust Agreement, policies, procedures, and
14 amendments or revisions are incorporated by
15 reference and made a part of this Agreement as
16 if affixed hereto.

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

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

30 **(d)** Drug Screening Program – Effective August
31 15, 1993, the Employers and Union incorporate
32 the MOST Mandatory Drug Screening

1 Program into the Mobilization, Optimization,
2 Stabilization and Training Fund – Safety and
3 Training Program. The MOST Mandatory
4 Drug Screening Program shall be administered
5 in accordance with this contract, the trust
6 documents and the policy and procedures of the
7 Mobilization, Optimization, Stabilization and
8 Training Fund.

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

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

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

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

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

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

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

14
15

ARTICLE 26

WELDER CERTIFICATION

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

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

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

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

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

8 **ARTICLE 27**

9 **UNEMPLOYMENT COMPENSATION**

10 **- NOTICE OF SEPARATION**

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

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

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

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

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

18 **ARTICLE 28**

19 **SAFETY MEASURES AND MEDICAL TREATMENT**

20 **(a)** All work of the Employer shall be
21 performed under mutually approved safety
22 conditions which must conform to State and
23 Federal regulations.

24 **(b)** A warm, dry place shall be provided for
25 men to change their clothes, eat lunches, and
26 suitable drinking water will be made available.
27 Attempts will be made to obtain the use of the
28 customer's toilet and wash facilities. Upon
29 failure to gain the use of customer facilities, the
30 Employer shall, where access to running water
31 and sewer is reasonable, provide a means to

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

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

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

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

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

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

1 must accept employment in order to receive
2 such reimbursement.

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

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

19
20

ARTICLE 29 GRIEVANCE MACHINERY

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

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

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

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

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

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

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

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

11 **(g)** Any grievance must be submitted in
12 writing to the other party within fifteen (15)
13 calendar days of occurrence or it will be con-
14 sidered closed.

15
16

ARTICLE 30
NO STRIKE NO LOCKOUT

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

27
28

ARTICLE 31
POLITICAL ACTION FUND DEDUCTION

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

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

6 **ARTICLE 32.**

7 **MASSACHUSETTS STATE BUILDING AND**
8 **CONSTRUCTION TRADES COUNCIL DEDUCTION**

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

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

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

21 **ARTICLE 33**

22 **PROJECT AGREEMENTS**

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

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

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

10
11

ARTICLE 34.
AGREEMENT QUALIFICATIONS

12 (See Appendix F for maintenance and repair
13 agreement)

14 **(a)** It is not the intent of either party hereto to
15 violate any laws or any rulings or regulations
16 of any Governmental authority or agency
17 having jurisdiction of the subject matter of this
18 Agreement and the parties hereto agree that,
19 in the event any provision of this Agreement
20 is held to be unlawful or void by any tribunal
21 having the right to so hold, the remainder of the
22 Agreement shall remain in full force and effect,
23 unless the parts so found to be void are wholly
24 inseparable from the remaining portions of
25 this Agreement.

26 **(b)** It is further understood that this Agreement
27 was negotiated with the Union on an area-
28 wide basis by Employers engaged in the field
29 construction industry in the area. Should this
30 Agreement, by notice given as herein provided,
31 be reopened for further negotiations, such

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

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

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

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

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

ARTICLE 35
DURATION OF AGREEMENT

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(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.

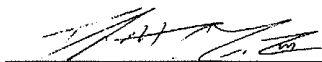
REPRESENTING THE EMPLOYERS:

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:

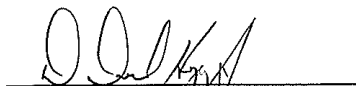
David Haggerty, IVP Chairman
Chuck Hancock, BM/ST L-29
Mike Hancock, L-29
Mark Pinard, BM/ST L-237
Chris O'Neil, L-237
Steve Ludwigson, BM/ST L-5
Matt LoPresti, Ass't BM L-5/Z197
Greg Peterson, Ass't BM L-5/Z175
Martin Stanton, IR-CSO

FOR THE EMPLOYER:



**Contractor Chairman
Thomas O'Connor III**

FOR THE UNION:



**Union Chairman
David Haggerty**

APPENDIX "A"
TRAVEL ALLOWANCE

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3 **1. Article 20**

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

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

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

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

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

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

1 **(g)** Travel allowance rates:

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

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

4 **APPENDIX "B"**
5 **BOILERMAKERS**
6 **NATIONAL HEALTH AND WELFARE**

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

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

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

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

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

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

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

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

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

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

6 **APPENDIX "C"**

7 **LOCAL JOINT REFERRAL RULES AND STANDARDS**

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

13 **APPENDIX "D"**

14 **BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST**

15 **Section 1.** In the Agreement to which this
16 is an Appendix and, in this Appendix, the
17 Boilermaker-Blacksmith National Pension
18 Trust is referred to as "National Pension Trust,"
19 "Pension Trust" or "Trust," the Contractor is
20 referred to as "Employer" and the Contractors
21 are referred to as "Employers."

22 **Section 2.** Employer agrees to be bound by the
23 Trust Agreement entered into as of June 2,
24 1960, establishing the Boilermaker-Blacksmith
25 National Pension Trust and by any amendments
26 to said Trust Agreement, and to execute an
27 individual acceptance of said Trust Agreement
28 and amendments upon request of the Union.

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

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

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

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

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

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

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

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

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

APPENDIX "E"
APPRENTICESHIP

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

16 **Section 2.** Employer agrees to be bound by the
17 Agreement and Declaration of Trust establishing
18 the Boilermakers Area Apprenticeship
19 Funds and by any amendments to said Trust
20 Agreement.

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

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

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

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

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

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

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

1 **APPENDIX "F"**
2 **MAINTENANCE AND REPAIR AGREEMENT**

3 **ARTICLE 1.**
4 **RECOGNITION**

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

19 **(2)** It is agreed between the Union and the
20 Employer that this Agreement is applicable to
21 maintenance, repair, and replacement of parts
22 and renovation work that is primarily within
23 the recognized and traditional jurisdiction
24 of the Union and shall be performed in the
25 accordance with the terms of this Agreement.
26 It is further agreed that should the plant owner
27 also award work to the Employer that is within
28 the recognized and traditional jurisdiction of
29 another union with which the Employer has a
30 similar Agreement for the performance of that
31 work, then work assignments shall be made in
32 accordance with Agreement and Decisions of

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

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

25 **ARTICLE 2.**
26 **SCOPE OF WORK**

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

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

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

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

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

15
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**ARTICLE 3.
DEFINITIONS**

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

22 **(2)** The word “repair”, used within the terms
23 of this Agreement and in accordance with
24 maintenance, is work required to restore by
25 replacement of parts of existing facilities to
26 efficient operating conditions.

27 **(3)** The word “renovation”, used within the
28 terms of this Agreement and in connection

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

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

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

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

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

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**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

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

5

ARTICLE 6.

6

APPRENTICES

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

12

ARTICLE 7.

13

HIRING AND TRANSFER OF MEN

14 The Employer agrees to hire men in any
15 territory where work is being performed or is
16 to be performed in accordance with the hiring
17 procedure existing in the territory where the
18 work is being performed or is to be performed;
19 however, in the event the Local Lodge is unable
20 to fill the request of the Employer for employees
21 within a forty-eight (48) hour period after such
22 request for employees (Saturdays, Sundays, and
23 Holidays excepted), the Employer may employ
24 workmen from any source. The Employer shall
25 have the right to move qualified Boilermaker
26 General Foreman, Foreman, Assistant Foreman
27 and employees from one job assignment to
28 another within the plant location where they
29 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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