

NORTHEASTERN STATES

ARTICLES OF AGREEMENT

EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024



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, 2022 through December 31, 2024



BOILERMAKER CREED

I AM A BOILERMAKER.

I AM A SKILLED CRAFTSMAN AND A MEMBER OF A TEAM.

I SERVE MY FAMILY, MY CREW, MY LOCAL, MY UNION AND MY EMPLOYER.

I SERVE A BROTHERHOOD WHOSE **EXCEPTIONAL** LEGACY SPANS OVER 130 YEARS.

I HONOR THOSE WHO CAME BEFORE ME, MY **MENTORS**.

I HONOR THEIR STRUGGLE TO PROVIDE ME WITH A UNION **OPPORTUNITY**.

I **RESPECT** THEIR **KNOWLEDGE**, **LEADERSHIP** AND **INTEGRITY**.

I WILL SHOW UP ON TIME, READY TO WORK.

I WILL GIVE QUALITY WORK FOR QUALITY PAY.

I WILL HONOR THE NEGOTIATED CONTRACT AND LET MY STEWARDS AND UNION REPRESENTATIVES DO THEIR JOBS.

I WILL BE **RESPONSIBLE** AND **ACCOUNTABLE** FOR MY ACTIONS.

I WILL DO IT RIGHT THE FIRST TIME.

I AM AN **EXCELLENT** PROBLEM SOLVER.

I AM A GUEST AT JOB SITES AND CONDUCT MYSELF ACCORDINGLY.

I AM CONSTANTLY LEARNING AND SHARING THAT **KNOWLEDGE**.

I AM ALWAYS WORKING **SAFELY** AND DEMAND THE SAME FROM THOSE AROUND ME.

I AM A GUARDIAN OF CRAFTSMANSHIP AND THE UNION WAY OF LIFE.

I AM PART OF A **BROTHERHOOD**.

I AM A BOILERMAKER.



NORTHEASTERN STATES

Articles of Agreement

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1 **PREAMBLE**

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

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

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

17 **ARTICLE 1**

18 **SCOPE AND PURPOSE OF AGREEMENT**

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

23 Albany, Allegany, Broome, Cattaraugus, Cayuga,
24 Chautauqua, Chemung, Chenango, Clinton,
25 Columbia, Cortland, Delaware, Erie, Essex,
26 Franklin, Fulton, Genesee, Greene, Hamilton,
27 Herkimer, Jefferson, Lewis, Livingston, Madison,
28 Monroe, Montgomery, Niagara, Oneida,
29 Onondaga, Ontario, Orleans, Oswego, Otsego,
30 Rensselaer, St. Lawrence, Saratoga, Schenectady

1 Schoharie, Schuyler, Seneca, Steuben, Tioga,
2 Tompkins, Warren, Wayne, Washington,
3 Wyoming, Yates.

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

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

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

1 **ARTICLE 2**

2 **RECOGNITION**

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

23 **ARTICLE 3**

24 **UNION SECURITY**

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

1 (This clause shall be effective only in those states
2 permitting Union Security.)

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

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

13 **ARTICLE 4**
14 **FUNCTIONS OF MANAGEMENT**

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

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

4 **ARTICLE 5**

5 **JOB SITE SUBCONTRACTING**

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

17 **ARTICLE 6**

18 **JOB NOTICE**

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

- 24 i. Location of job site
- 25 ii. Approximate starting date and duration
- 26 iii. Type of job
- 27 iv. Approximate manpower requirements

28 **(b)** When an employer signatory to the Northeast
29 Agreement is bidding a project against non-union
30 bidders said employer shall have 100% selectivity

1 from the local out of work list. The contractor
2 shall request this in writing to the Local Business
3 Manager. The contractor shall provide the bid list
4 and scope of work to be performed. Final approval
5 to be granted by the International Vice President
6 of the area.

7 **ARTICLE 7**

8 **REFERRAL OF PERSONNEL**

9 **(a)** The referral of personnel shall be in
10 accordance with the provisions of Appendix "C"
11 attached hereto. However, in the event the Union
12 is unable to fill the request for Employees within a
13 forty-eight (48) hour period after such request
14 for Employees (Saturdays, Sundays, and
15 Holidays, excepted), the Employer may employ
16 workmen from any source. The Employer shall,
17 under the terms of this Agreement, request the
18 Union to furnish all competent, drug screened,
19 safety trained, and qualified field construction
20 boilermakers, boilermaker apprentices, and other
21 applicable classifications in this Agreement.
22 Only referral applicants possessing a current
23 MOST drug screen/safety training certification or
24 a timely chain of custody receipt indicating that
25 a MOST drug screen certification may be issued
26 shall be considered available for referral and
27 employment. If a Boilermaker has two (2) OSHA
28 recordable incidents within a five-year period he
29 must undergo MOST OSHA 10 Safety Training
30 before being referred to another job.

1 **(b)** Boilermakers Employees shall supply their
2 own small tools.

3 i. ANSI Compliant Safety/Steel-toed boots

4 ii. Long-sleeve shirt

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

11 **(d)** The first two (2) boilermakers on the job shall
12 be the foreman, selected by the Employer and the
13 steward as designated by the Union. The Employer
14 may then select the first seven (7) applicants per
15 shift for employment from the appropriate out
16 of work list, with the next seven (7) per shift
17 designated by the Union. Thereafter, additional
18 referrals shall continue on a one-to-one ratio not to
19 exceed twenty-five employer requests per project.

20 **(e)** The Employer may also transfer up to ten (10)
21 boilermakers from one project to another within
22 the geographical jurisdiction of local union or zone.

23 **(f)** On any short duration job under contract at 30
24 days or less, if the duration of the job continues
25 beyond 30 days the Employer shall discuss with the
26 Business Manager or his designee the possibility
27 of extending the duration. The Employer has
28 the right to bring the first man as a working
29 foreman throughout Local 5's Zone 7, 175 and
30 Zone 197. The Union will supply the second man

1 (the Steward). The next man will be requested by
2 the Employer and the man after will come from
3 the appropriate zone's out of work list up to a total
4 of ten (10) men. If a 2nd and 3rd shift is required,
5 the manning will be in the same order.

6 **(g)** The Employer will have the right to transfer
7 a crew of ten (10) men including the foreman
8 throughout Zones 7, 175 and 197. In addition, it is
9 understood that the wage package for the applicable
10 zone where the work is being performed shall be
11 paid to all transferees. Any additional employees
12 will come from within the zone jurisdiction.

13 **ARTICLE 8**

14 **TRADE JURISDICTION**

15 **(a)** This Agreement, except as otherwise provided
16 for herein, covers the working rules and conditions
17 of employment for all journeymen boilermakers
18 and apprentices employed in the boilermaking
19 trade by a signatory Employer, including but
20 not limited to: boilermaking, welding, plasma
21 arc, overlay welding, acetylene burning, rubber
22 lining, fiberglass, riveting, chipping, caulking,
23 rigging, fitting-up, grinding, reaming, impact
24 machine operating, unloading and handling of the
25 boilermakers' material and equipment, and such
26 other work that is recognized as coming under the
27 trade jurisdiction of the boilermakers.

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

1 **(c)** It is agreed that the jurisdiction of work
2 covered by this agreement, is that provided
3 for in the Constitution of the International
4 Brotherhood of Boilermakers, Iron Ship Builders,
5 Blacksmiths, Forgers and Helpers as adopted at
6 the 34th Consolidated Convention held virtually
7 on July 19, 2021.

8 In recognition of the established jurisdiction of
9 the trade as set forth preceding this agreement,
10 it is understood that the claims are subject to
11 the trade Agreements and Final decision of the
12 AFL-CIO as well as the decisions rendered by the
13 Impartial Jurisdictional Disputes Board or any
14 successor agency of the Building and Construction
15 Trades Department.

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

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

22 **ARTICLE 9**
23 **UNION ACCESS TO JOB**

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

ARTICLE 10
SUPERVISION

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

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

(c) There shall be a foreman on every job and as many foremen as the Employer deems necessary thereafter.

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

(e) It is agreed that all classifications of foremen referred to herein shall accept instructions from the Employer's superintendent(s). However, the superintendent(s) shall not give instructions

1 to the other employees covered by the terms of
2 this Agreement.

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

7 **ARTICLE 11**

8 **JOB STEWARD**

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

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

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

28 **(d)** The Steward or designate who has completed
29 the MOST Hazard Recognition course, and the

1 Contractor site representative shall perform a
2 daily job-site walk through and mutually review
3 safety issues and toilet and wash facilities at no
4 liability to the Union. On job sites where no one
5 has completed the MOST course, the designee
6 shall be the job steward.

7 **ARTICLE 12**

8 **NO PIECE WORK AND LIMITATION**
9 **AND CURTAILMENT OF PRODUCTION**

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

13 **ARTICLE 13**

14 **HOURS OF WORK**

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

19 **ARTICLE 14**

20 **SHIFTS**

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

23 **(a)** The regular work day shall be a 24 hour period
24 starting with the first or day shift at 7:00 A.M.; the
25 regular starting time for the second shift shall be
26 3:30 P.M. and the regular starting time of the third
27 shift shall be 11:30 P.M. The foregoing starting
28 times may be changed when mutually agreed to
29 between the Employer and the Representative of
30 the Union having jurisdiction of the job.

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

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

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

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

28 **(e)** By mutual agreement between the Business
29 Manager and the Employer, a work week may be

1 established consisting of four (4) days of ten (10)
2 hours per shift, Monday through Thursday at the
3 straight time rate. Work performed outside of the
4 regular established shift hours shall be paid for at
5 the applicable overtime rate.

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

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

18 **ARTICLE 15**

19 **MINIMUM PAY AND REPORTING TIME**

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

29 **(b)** Should an employee be required by the
30 Employer to report for work and not given

1 work, he shall receive four (4) hour's pay at the
2 applicable rate.

3 **(c)** The foregoing requirements shall not be
4 applicable where the employee is sent home by
5 reason of bad weather, breakdown of machinery,
6 or any other cause beyond the direct control of the
7 Employer, in which event he shall be paid (1) not
8 less than two (2) hours' pay, (2) not less than four
9 (4) hours' pay if he starts to work, or (3) for actual
10 time worked or time required to remain on the job,
11 whichever is greater.

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

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

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

ARTICLE 16

OVERTIME AND HOLIDAYS

(a) All work performed before or after the regular scheduled eight (8) hour work day, Monday through Friday and work performed during the established lunch period, shall be paid for at the time and one half (1 ½) rate. Time and one half (1 ½) shall be paid for all work performed on Saturday.

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

New Year's Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

(c) When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when a holiday falls on Saturday, Friday will be observed as the holiday.

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

ARTICLE 17

PAY DAY

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

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

(c) On emergency jobs, checks may be transmitted by first class mail to laid off employees on the first business day following termination. Envelope must be post dated by noon of first business day following termination. Should an Employer fail to transmit the checks as required by this section, the employees will be entitled to four (4) hours waiting time each day of non-compliance. At the option of the employee wire transfer may be utilized.

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

7 **ARTICLE 18**

8 **CHECK-OFF**

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

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

20 **(c)** All Field Dues deducted by the Employer
21 will be transmitted to the Local Union on or
22 before the 15th day of each month. The amount
23 of Field Dues deducted in the preceding month
24 and a list of employees with the weekly amounts
25 deducted, will be forwarded by the Employer with
26 the transmitted Field Dues. Failure to transmit
27 Field Dues and Building Fund contributions by
28 the 15th day of the month will result with a fee
29 of 5% Liquidated Damages and a 12% interest
30 fee. If referred to legal for collection, Liquidated
31 Damages will increase to 12%.

1 **(d)** The Union shall indemnify and save the
2 Company harmless against any claims or liability
3 that shall arise out of reason of action taken by the
4 Company in reliance upon Field Dues deduction
5 authorization cards submitted to the Company by
6 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 authorization
10 by an employee, the Employer will deduct thirty
11 cents (\$.30) per hour worked effective January
12 1, 2022 and reevaluated every January 1st for
13 duration of the agreement, from all weekly wages
14 for the Boilermakers Local 29 Building and
15 Training Fund. Such deductions will be transmitted
16 to Boilermakers Local 29 on or before the 15th
17 day of each month along with a list of employees
18 showing the weekly amounts deducted.

19 **(f)** Effective January 1, 2022 the Employer will
20 deduct a minimum of ten cents (\$.10) from all
21 weekly wages for Boilermakers Local 237 (per
22 hour worked), twenty-five cents (\$.25) for Local
23 5 Zone 7, and thirty cents (\$.30) for Local 5 Zone
24 175 and Local 5 Zone 197 (per hour paid) for the
25 Building and Training Fund. Such deductions be
26 transmitted to the Local where the work is being
27 performed on or before the 15th day of each month
28 along with a list of employees showing the weekly
29 amounts deducted.

1 **(g)** All locals agree to deduct \$1.00 per hour worked
2 (PHW) or per hour paid (PHP) for contribution to
3 the M.O.R.E. Work Investment Fund. Noted in
4 local lodge wage rate sheets under Article 19.

5 **ARTICLE 19**
6 **WAGE SCALES**

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

| 10 | Classification | Rate |
|----|-----------------|--------------------|
| 11 | General Foreman | negotiable between |
| 12 | | the employee and |
| 13 | | employer, but may |
| 14 | | not be less than |
| 15 | | \$7.00 above |
| 16 | | Journeyman rate. |
| 17 | Foreman | \$5.00 above the |
| 18 | | Journeyman rate. |

LOCAL 5, ZONE 7

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe,
Niagara, Ontario, Orleans, Shuyler, Steuben, Wayne, Wyoming, and Yates

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|----------------|----------------|----------------|
| WAGES (PHP) | \$35.60 | \$40.60 | \$42.60 |
| VACATION (PHW/DW) | \$2.25 | \$2.25 | \$2.25 |
| PENSION (PHP) | \$17.96 | \$17.96 | \$17.96 |
| ANNUITY (PHP) | \$5.67 | \$5.67 | \$5.67 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHP/DW) | \$0.25 | \$0.25 | \$0.25 |
| M.O.R.E. WIF (PHP/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$67.54 | \$72.54 | \$74.54 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$33.82 | \$32.04 | \$30.26 | \$28.48 | \$26.70 | \$24.92 | \$23.14 |
| VACATION (PHW/DW) | \$2.25 | \$2.25 | \$2.25 | \$2.25 | \$2.25 | \$2.25 | \$2.25 |
| PENSION (PHP) | \$17.96 | \$17.96 | \$17.96 | \$17.96 | \$17.96 | \$17.96 | \$17.96 |
| ANNUITY (PHP) | \$5.67 | \$5.67 | \$5.67 | \$5.67 | \$5.67 | \$5.67 | \$5.67 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.25 | \$0.25 | \$0.25 | \$0.25 | \$0.25 | \$0.25 | \$0.25 |
| M.O.R.E. WIF (PHP/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$65.76 | \$63.98 | \$62.20 | \$60.42 | \$58.64 | \$56.86 | \$55.08 |

PHW = Per Hour Worked

PHP = Per Hour Paid

DW = Deducted from Wages

LOCAL 5, ZONE 175

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida,
Onondaga, Oswego, St. Lawrence, Seneca, and Tompkins

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|-------------------|----------------|---------------------|
| WAGES (PHP) | \$36.23 | \$41.23 | \$43.23 |
| VACATION (PHW/DW) | \$2.50 | \$2.50 | \$2.50 |
| PENSION (PHP) | \$15.19 | \$15.19 | \$15.19 |
| ANNUITY (PHP) | \$3.75 | \$3.75 | \$3.75 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHP/DW) | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$63.48 | \$68.48 | \$70.48 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$34.42 | \$32.60 | \$30.80 | \$28.98 | \$27.17 | \$25.36 | \$23.55 |
| VACATION (PHW/DW) | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 |
| PENSION (PHP) | \$14.43 | \$13.68 | \$12.90 | \$12.13 | \$11.38 | \$10.63 | \$9.87 |
| ANNUITY (PHP) | \$3.56 | \$3.38 | \$3.19 | \$3.00 | \$2.81 | \$2.63 | \$2.44 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHP/DW) | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$60.72 | \$57.97 | \$55.20 | \$52.42 | \$49.67 | \$46.93 | \$44.17 |

PHW = Per Hour Worked

PHP = Per Hour Paid

DW = Deducted from Wages

LOCAL 5, ZONE 197

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene,
Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady,
Schoharie, Tioga, Warren, and Washington

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|----------------|----------------|----------------|
| WAGES (PHP) | \$39.94 | \$44.34 | \$46.34 |
| PENSION (PHP) | \$15.08 | \$17.19 | \$18.24 |
| ANNUITY (PHP) | \$3.50 | \$3.06 | \$2.85 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHP/DW) | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$66.23 | \$72.90 | \$75.74 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$37.37 | \$35.41 | \$33.44 | \$31.47 | \$29.51 | \$27.54 | \$25.57 |
| PENSION (PHP) | \$14.32 | \$13.57 | \$12.82 | \$12.06 | \$11.30 | \$10.56 | \$9.80 |
| ANNUITY (PHP) | \$3.33 | \$3.15 | \$2.98 | \$2.80 | \$2.63 | \$2.45 | \$2.28 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHP/DW) | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$63.33 | \$60.44 | \$57.55 | \$54.64 | \$51.75 | \$48.86 | \$45.96 |

PHW = Per Hour Worked

PHP = Per Hour Paid

DW = Deducted from Wages

LOCAL 29

Massachusetts and Rhode Island

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|-------------------|----------------|---------------------|
| WAGES (PHP) | \$46.37 | \$51.37 | \$53.37 |
| VACATION (PHW/DW) | \$2.00 | \$2.00 | \$2.00 |
| PENSION (PHP) | \$14.03 | \$15.74 | \$16.58 |
| ANNUITY (PHP) | \$6.00 | \$5.86 | \$5.80 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.30 | \$0.30 | \$0.30 |
| **MA BLDG FUND (PHW/DW) | \$0.01 | \$0.01 | \$0.01 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$74.71 | \$81.28 | \$84.06 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$44.05 | \$41.73 | \$39.41 | \$37.10 | \$34.78 | \$32.46 | \$30.14 |
| VACATION (PHW/DW) | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |
| PENSION (PHP) | \$13.35 | \$12.63 | \$11.94 | \$11.23 | \$10.53 | \$9.83 | \$9.14 |
| ANNUITY (PHP) | \$5.70 | \$5.40 | \$5.10 | \$4.80 | \$4.50 | \$4.20 | \$3.90 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| **MA BLDG FUND (PHW/DW) | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$71.41 | \$68.07 | \$64.76 | \$61.44 | \$58.12 | \$54.80 | \$51.49 |

**Massachusetts Only

PHW = Per Hour Worked

PHP = Per Hour Paid

DW = Deducted from Wages

LOCAL 29

Maine, New Hampshire, and Vermont

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|----------------|----------------|----------------|
| WAGES (PHP) | \$38.58 | \$43.58 | \$45.58 |
| VACATION (PHW/DW) | \$2.00 | \$2.00 | \$2.00 |
| PENSION (PHP) | \$10.64 | \$12.12 | \$12.86 |
| ANNUITY (PHP) | \$6.00 | \$5.69 | \$5.53 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$63.53 | \$69.70 | \$72.28 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$36.65 | \$34.72 | \$32.79 | \$30.86 | \$28.94 | \$27.01 | \$25.08 |
| VACATION (PHW/DW) | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |
| PENSION (PHP) | \$10.11 | \$9.58 | \$9.05 | \$8.51 | \$7.99 | \$7.46 | \$6.92 |
| ANNUITY (PHP) | \$5.70 | \$5.40 | \$5.10 | \$4.80 | \$4.50 | \$4.20 | \$3.90 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 | \$0.30 |
| M.O.R.E. WIF (PHW/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$60.77 | \$58.01 | \$55.25 | \$52.48 | \$49.74 | \$46.98 | \$44.21 |

PHW = Per Hour Worked

PHP = Per Hour Paid

DW = Deducted from Wages

LOCAL 237

Effective JANUARY 1, 2022 through DECEMBER 31, 2022

| | JOURNEYMAN | FOREMAN | GEN. FOREMAN |
|--------------------------------|----------------|----------------|----------------|
| WAGES (PHP) | \$44.46 | \$49.46 | \$51.46 |
| VACATION (PHW/DW) | \$1.00 | \$1.00 | \$1.00 |
| PENSION (PHP) | \$14.70 | \$16.48 | \$17.39 |
| ANNUITY (PHP) | \$5.50 | \$6.18 | \$6.32 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.10 | \$0.15 | \$0.15 |
| M.O.R.E. WIF (PHP/DW) | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$72.97 | \$80.43 | \$83.48 |

*Negotiable between Employee and the Employer, but never less than \$7.00/hour above Journeyman rate.

Apprentice Percentage of Journeyman Rate- Effective 01/01/2022

| | 95% | 90% | 85% | 80% | 75% | 70% | 65% |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| WAGES (PHP) | \$42.24 | \$40.01 | \$37.79 | \$35.57 | \$33.35 | \$31.12 | \$28.90 |
| VACATION (PHW/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| PENSION (PHP) | \$13.96 | \$13.22 | \$12.51 | \$11.76 | \$11.01 | \$10.28 | \$9.54 |
| ANNUITY (PHP) | \$5.23 | \$4.95 | \$4.68 | \$4.40 | \$4.13 | \$3.85 | \$3.58 |
| H&W (PHP) | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 | \$7.07 |
| MOST TRUST (PHW) | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 | \$0.34 |
| APPRENTICE (PHW) | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 | \$0.90 |
| BLDG & TRN (PHW/DW) | \$0.10 | \$0.10 | \$0.10 | \$0.10 | \$0.10 | \$0.10 | \$0.10 |
| M.O.R.E. WIF (PHP/DW) | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| TOTAL PKG | \$69.74 | \$66.58 | \$63.29 | \$60.04 | \$56.80 | \$53.56 | \$50.33 |

- 1 The following increases will take place
2 as noted:

ANNUAL INCREASE FOR DURATION OF AGREEMENT

| | 2022 | 2023 | 2024 |
|-------------------|--------|--------|--------|
| Local 5, Zone 7 | \$1.00 | \$1.00 | \$1.00 |
| Local 5, Zone 175 | \$1.00 | \$1.00 | \$1.00 |
| Local 5, Zone 197 | \$1.00 | \$1.00 | \$1.00 |
| Local 29, NNE | \$1.00 | \$1.00 | \$1.00 |
| Local 237 | \$1.00 | \$1.00 | \$1.00 |
| Local 29 | \$1.00 | \$1.00 | \$1.00 |

- 3 Effective January 1, 2022, a 2.0% increase in
4 pension will be applied to the above rates and
5 every January 1st thereafter. Reflected below:

Local 29 (ME, NH, VT)

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

Local 29 (MA & RI)

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

Local 237

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

Local 5 Zone 7

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

Local 5 Zone 175

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

Local 5 Zone 197

Effective January 1, 2022: \$1.00, plus 2% pension increase

Effective January 1, 2023: \$1.00, plus 2% pension increase

Effective January 1, 2024: \$1.00, plus 2% pension increase

- 1 Wage sheets shall be distributed annually.
- 2 For up to date wage package information contact
- 3 the local having jurisdiction.

| 4 | Apprenticeship Period | % of Journeyman Rate | |
|----|-----------------------|----------------------|-----|
| 5 | 1st | 6 months | 65% |
| 6 | 2nd | 6 months | 65% |
| 7 | 3rd | 6 months | 70% |
| 8 | 4th | 6 months | 75% |
| 9 | 5th | 6 months | 80% |
| 10 | 6th | 6 months | 85% |
| 11 | 7th | 6 months | 90% |
| 12 | 8th | 6 months | 95% |

13 **(b)** The wage rate for Boilermaker Helpers/Trainees
14 shall be 65% of the Boilermaker Journeyman wage
15 rate, following the apprenticeship wage rate table.
16 The first 1,000 hours of employment shall be a
17 probationary period during which time they shall
18 not acquire any rights or status under this agreement,
19 nor under the National Joint Rules and Standards
20 governing operation of Exclusive Referral Plans, nor
21 under any Local Joint Referral Rules and Standards.
22 Contributions to fringe benefits under this Agreement
23 shall not be required during the probationary period.
24 After the probationary period, all benefits provided
25 for by this Agreement shall be paid.

26 **(c)** Except in a broken work week not created as
27 a result of the intervention of a holiday and, at the

1 beginning or conclusion of a job, when a foreman
2 works three (3) or more days in any work week,
3 he shall receive a minimum of forty (40) hours
4 pay provided he reports to the job daily during
5 work week.

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

18 **(e) Vacation Fund** - Effective January 1, 2022, upon
19 notification, the Employer shall deduct from the
20 employee wages for each hour worked, the sum
21 of one dollar (\$1.00) per hour worked from each
22 employee covered by Local 237, the sum of two
23 dollars (\$2.00) per hour worked by all employees
24 covered by Local 29, the sum of two dollars and
25 twenty five cents (\$2.25) per hour worked by all
26 employees covered by Local 5, Zone 7, and the
27 sum of two dollars and fifty cents (\$2.50) per hour
28 worked by all employees covered by Local 5, Zone
29 175.

1 One Hundred Percent (100%) participation for the
2 duration of agreement is mandatory per Local to
3 participate in the Vacation Fund. The Employer
4 shall remit these deductions to the Boilermaker
5 Vacation Trust.

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

13 **ii.** The Union and Contractor agree that if Article
14 19(e) is not used by the end of the contract the
15 article will be removed.

16 **ARTICLE 20**

17 **TRANSPORTATION AND TRAVEL ALLOWANCES**

18 (See Appendix "A" for travel allowance.)

19 **ARTICLE 21**

20 **HEALTH AND WELFARE FUND**

21 The Employer shall pay into the Boilermakers
22 National Health and Welfare Fund the sum
23 of seven dollars and seven cents (\$7.07) per
24 hour for each hour paid by the Employer
25 for all his employees who are covered by
26 this agreement.

27 **ARTICLE 22**

28 **NATIONAL PENSION PROGRAM**

29 **(a)** The Employer shall pay into the Boilermaker-
30 Blacksmith National Pension Trust on a per hour

1 paid basis, in the states of Maine, New Hampshire,
2 Vermont, Connecticut, Massachusetts, Rhode
3 Island, and New York in the jurisdictions of Albany,
4 Oswego and Buffalo. The Employer agrees to and
5 shall be bound by the provisions of Appendix “D”
6 attached hereto.

7 **ARTICLE 23**
8 **ANNUITY PROGRAM**

9 **(a)** The Employer shall pay into the Boilermakers

1/1/2022—NATIONAL PENSION—JOURNEYMAN CLASSIFICATION

| | 2022 | 2023 | 2024 |
|----------------------|---------|---------|---------|
| Effective Date: | 1/1/22 | 1/1/23 | 1/1/24 |
| Local 5, Zone 7 | \$17.96 | \$18.32 | \$18.69 |
| Local 5, Zone 175 | \$15.19 | \$15.49 | \$15.80 |
| Local 5, Zone 197 | \$15.08 | \$15.38 | \$15.69 |
| Local 29, ME, NH, VT | \$10.64 | \$10.85 | \$11.07 |
| Local 29, MA & RI | \$14.03 | \$14.31 | \$14.60 |
| Local 237 | \$14.70 | \$14.99 | \$15.29 |

10 National Annuity Trust

- 11 \$5.67 per hour paid in the jurisdiction of Buffalo, NY
12 \$3.75 per hour paid in the jurisdiction of Oswego, NY
13 \$3.50 per hour paid in the jurisdiction of Albany, NY
14 \$6.00 per hour paid in the states of ME, NH, and VT
15 \$6.00 per hour paid in the states of MA and RI
16 \$5.50 per hour paid in the state of CT

17 for each hour paid by the Employer for all
18 employees covered by this Agreement. The
19 Employer shall provide the employee with a
20 weekly payroll stub itemizing the amount paid
21 to his annuity. The Employer agrees to and

1 shall be bound by the Trust Agreement creating
2 the Boilermakers National Annuity Trust and
3 all amendments now or hereafter approved by
4 the Board of Trustees. Said Agreement and
5 amendments are incorporated by reference and
6 made a part of this agreement as if affixed thereto.

7 **(b)** The Union reserves the right to increase
8 allocations from the Annuity Fund to the Pension
9 Fund in January, of each year, for the duration of
10 this Agreement, with the understanding that the
11 increase(s) will not revert back to the Annuity
12 Fund.

13 **ARTICLE 24** 14 **APPRENTICE TRAINING**

15 The ratio of apprentices to journeymen on all
16 work covered by this agreement shall be at least
17 one (1) in four (4) when available. In the event
18 apprentices are not available in sufficient number
19 to comply with the ratio, then pre-apprentices may
20 be used to fulfill requirements. The Employer
21 agrees to and shall be bound by the provisions
22 of Appendix "E" attached hereto relating to said
23 Apprenticeship fund.

24 **(a)** The Employer agrees to contribute ninety
25 cents (\$.90) per hour for all hours worked by
26 employees covered by this agreement to the
27 Boilermakers National Apprenticeship Program,
28 eighty cents (\$.80) will be returned to the Northeast
29 Area Apprenticeship Fund by the BNAP to support
30 the Northeast Apprenticeship Program. (The

1 ninety cents (\$.90) includes the five cent (\$.05)
2 increase agreed to during the 2014 negotiations)

3 **(b)** By mutual agreement between the chairmen
4 of the respective Committees, this Article may be
5 opened up for negotiations at any time during the
6 life of the Agreement. (January 1, 2022 through
7 December 31, 2024)

8 **(c)** When any apprentice is working outside his
9 zone, local jurisdiction or area apprenticeship
10 program, he shall be paid Journeyman's rate for
11 the local jurisdiction he is working in.

12 **ARTICLE 25**

13 **MOST**

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

27 **(b)** In the event the boilermaker participants in
28 the MOST Programs cease participation in any
29 aspect of the MOST Programs, then the Employer

1 contribution requirements contained in this
2 agreement are null and void and the Employer will
3 immediately cease all contributions to MOST.

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

10 **(d)** Drug Screening Program – Effective August
11 15, 1993, the Employers and Union incorporate the
12 MOST Mandatory Drug Screening Program into
13 the Mobilization, Optimization, Stabilization and
14 Training Fund – Safety and Training Program. The
15 MOST Mandatory Drug Screening Program shall
16 be administered in accordance with this contract,
17 the trust documents and the policy and procedures
18 of the Mobilization, Optimization, Stabilization
19 and Training Fund.

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

1 **(f)** MOST Hazard Recognition Safety Training
2 will become MANDATORY effective October
3 1, 1994. Training is to begin as soon as possible
4 and completed by January 1, 1996. Training
5 schedules are to be coordinated by the MOST
6 Hazard Recognition Training Program in Kansas
7 City, Kansas.

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

11 **(h)** It is understood that the MOST Program is
12 intended to be an Employer sponsored program.
13 In recognition of the Boilermaker's participation
14 in the programs on their own time, the Employers
15 will fund any increases to the MOST Program as
16 required by the Board of Trustees.

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

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

26

ARTICLE 26

27

WELDER CERTIFICATION

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

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

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

9 (d) Each Common Arc Welder employed by
10 participating contractor shall receive a copy of
11 their Welder History record update in each process
12 in which they are qualified (G.T.A.W., S.M.A.W.,
13 etc.) upon layoff. If this report is not filled out
14 and sent in accordance with the Common Arc
15 requirements within 7 days of the end of the
16 job, the Contractor will pay \$25.00 per person
17 to Common Arc for the administration expenses
18 incurred in processing late reports.

19 **ARTICLE 27**

20 **UNEMPLOYMENT COMPENSATION** 21 **- NOTICE OF SEPARATION**

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

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

30 (c) A surety or Escrow Agreement may be
31 required to insure payment of fringe benefits

1 from Employers not previously signed to any
2 Boilermaker collective bargaining agreement or job
3 understanding requiring employer contributions
4 to the Boilermakers National Pension, Annuity,
5 Health and Welfare or Apprenticeship Funds or
6 an Employer who has been or is delinquent in the
7 payment of fringe benefit contributions to any
8 fringe benefit funds.

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

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

26 **ARTICLE 28**

27 **SAFETY MEASURES AND MEDICAL TREATMENT**

28 **(a)** All work of the Employer shall be performed
29 under mutually approved safety conditions which
30 must conform to State and Federal regulations.

1 **(b)** A warm, dry place shall be provided for men
2 to change their clothes, eat lunches, and suitable
3 drinking water will be made available. Attempts
4 will be made to obtain the use of the customer's
5 toilet and wash facilities. Upon failure to gain
6 the use of customer facilities, the Employer
7 shall, where access to running water and sewer is
8 reasonable, provide a means to wash up. Hand
9 soap or similar cleaning agents shall be provided,
10 including paper hand towels and toilet tissues.

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

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

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

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

7 **(g)** In the event employees are required to take a
8 physical examination, they shall be reimbursed
9 for all time and/or travel expense provided
10 that such employees who pass the examination
11 must accept employment in order to receive
12 such reimbursement.

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

18 **ARTICLE 29**

19 **GRIEVANCE MACHINERY**

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

27 **(b)** Any such grievance shall be first considered
28 by representatives of the local union and the
29 Employer, and if a settlement satisfactory to the
30 Employer and local union cannot be reached

1 within seven (7) calendar days, it will be reduced
2 to writing and submitted to:

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

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

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

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

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

10 **ARTICLE 30**

11 **NO STRIKE NO LOCKOUT**

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

22 **ARTICLE 31**

23 **POLITICAL ACTION FUND DEDUCTION**

24 (a) The Employer agrees to deduct five cents
25 (\$.05) per hour worked for Local 5 Zone 7, Local
26 29 and Local 237, and ten cents (\$.10) per hour
27 worked for Local 5 Zone 175 and Zone 197 for the
28 Boilermakers LEAP Campaign Assistance Fund
29 upon written authorization by the employee.

30 (b) Where feasible, the Employer agrees to
31 provide a copy of the Authorization Form to the

1 Steward, for employee signature, and upon being
2 signed to keep the form on file until completion
3 of employment.

4 **ARTICLE 32**

5 **MASSACHUSETTS STATE BUILDING AND** 6 **CONSTRUCTION TRADES COUNCIL DEDUCTION**

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

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

15 **(c)** This money is to be transmitted to the
16 Secretary-Treasurer of Local 29 on or before the
17 15th of each month.

18 **ARTICLE 33**

19 **PROJECT AGREEMENTS**

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

24 The Business Manager of the Local Lodge may
25 modify articles of this agreement on a specific
26 job when, in his judgment, it is in the craft's best
27 interest to do so. Any such agreement shall apply
28 only to that job or project and will automatically
29 terminate at the conclusion of the work. All

1 changes will be reduced to writing, signed by the
2 parties with copies furnished to the Chairmen of
3 the Employers and Union Negotiating Committee
4 before work commences, if possible. Labor/
5 Management, when feasible will work to enhance
6 a Market Recovery Program.

7 **ARTICLE 34**

8 **AGREEMENT QUALIFICATIONS**

9 (See Appendix F for maintenance and repair agreement)

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

22 **(b)** It is further understood that this Agreement was
23 negotiated with the Union on an area-wide basis
24 by Employers engaged in the field construction
25 industry in the area. Should this Agreement, by
26 notice given as herein provided, be reopened for
27 further negotiations, such negotiations shall be
28 conducted on an area-wide basis by the Employers
29 who have executed this agreement and/or
30 Employers signatory to the National Agreement.

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

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

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

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

1 **ARTICLE 35**

2 **DURATION OF AGREEMENT**

3 **(a)** This Agreement shall become effective
4 January 1, 2022, and except as otherwise provided
5 herein, shall remain in full force and effect until
6 midnight December 31, 2024, and from year to
7 year thereafter unless either party shall, at least
8 sixty (60) days prior to any anniversary date
9 thereof, notify the other party in writing of a desire
10 to modify or terminate this Agreement. In the event
11 such notice is given the parties, in accordance
12 with the provisions of Article 34, Section (b), shall
13 meet not later than fifteen (15) days after receipt
14 of such notice. Should an understanding not be
15 reached within thirty (30) days from the date such
16 notice was filed, the procedure outlined in Section
17 8 of the Labor Management Relations Act will
18 be followed.

This Agreement, as negotiated by the foregoing committees in East Hartford, Connecticut is hereby accepted by the parties' signatory hereto this 30th day of November, 2021, with the full understanding that this Agreement is between the Union and the individual signatory Employers.

REPRESENTING THE EMPLOYERS:

Thomas H. O'Connor III, Chairman
John Valvo, Fresh Meadows Power NE, LLC
Laurie Laube, APCom Power Inc.
John Housel, KE Fabricating
Brian Maxwell, Troy Boilerworks
John Burke, IPC Lydon
Bill Novak, American Boiler

REPRESENTING THE UNION:

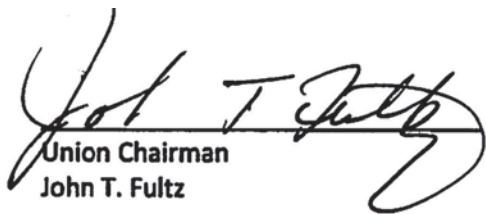
John T. Fultz, IVP Chairman
Chuck Hancock, BM/ST L 29
Chris O'Neill, BM/ST L 237
Steve Ludwigson, BM/ST L 5
Tom Ryan, President L 5
Michael Bogue, Ass't BM L 5-Z7
William Bailey, Ass't BM L 5-Z197
Greg Peterson, Ass't BM L-5/Z175
John Clark, IR-CSO
Daniel DeCarlo, IR-CSO
Daniel Watson, IR-CSO

FOR THE EMPLOYER:

A handwritten signature in black ink, appearing to read "T O'Connor III", written over a horizontal line.

Employer Chairman
Thomas O'Connor, III

FOR THE UNION:

A handwritten signature in black ink, appearing to read "John T. Fultz", written over a horizontal line.

Union Chairman
John T. Fultz

APPENDIX "A"
TRAVEL ALLOWANCE

1. Article 20

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

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

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

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

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

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

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 and
9 Welfare Fund is referred to as "National Welfare
10 Fund," "Welfare Fund," or "Fund." The Contractor
11 is referred to as "Employer" and the Contractors
12 are referred to as "Employers."

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

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

22 **Section 4.** Employer shall furnish the Trustees
23 with information such as names of employees,
24 classifications, Social Security numbers, hours
25 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 as
6 representing the Employers, and as to the future
7 the committee named in the current agreement
8 successor to this Agreement with the Union or any
9 local thereof to do each and all of the following in
10 his(Employer's)nameandbehalf,eitherindividually
11 or in conjunction with other Employers covered
12 by this Agreement.

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

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

22 **(c)** Exercise any and all other rights in connection
23 with or relating to the National Welfare Fund or its
24 Trust Agreement which are given the Employer,
25 either individually or together with other
26 Employers, under said Trust Agreement.

27 In exercising or in not exercising the power and
28 authorities herein granted, the committee shall act
29 on and in accord with, but only on and in accord
30 with, the vote of a majority of the then members of

1 the committee. Having so acted, the committee may
2 designate its then chairman, alone or together with
3 one or more of its members, or one or more other
4 members of the committee, to vote or to execute
5 any document on behalf of the committee and/
6 or all or some of the other Employers covered by
7 this Agreement.

8 **APPENDIX "C"**

9 **LOCAL JOINT REFERRAL RULES AND STANDARDS**

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

15 **APPENDIX "D"**

16 **BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST**

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

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

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

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

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

1 **(a)** Execute the Trust Agreement establishing the
2 National Pension Trust;

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

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

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

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

APPENDIX "E"
APPRENTICESHIP

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

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

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

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

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

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

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

19 In exercising or in not exercising the power and
20 authorities herein granted, the Committee shall act
21 on, and in accord with, but only on and in accord
22 with, the vote of a majority of the then members of
23 the Committee. Having so acted, the Committee
24 may designate its then chairman, alone or together
25 with one or more of its members, or one of more
26 other members of the Committee, to vote or to
27 execute any document on behalf of the Committee
28 and/or Employer and/or all or some of the other
29 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 for
8 maintenance, repair, replacement, and renovation
9 in various plants within the jurisdiction of the
10 International Brotherhood of Boilermakers, Iron
11 Ship Builders, Blacksmiths, Forgers and Helpers,
12 AFL-CIO. This Agreement does not apply to
13 General Superintendents, Superintendents,
14 Assistant Superintendents, office and clerical
15 employees, watchmen or other professional or
16 supervisory employees as defined in the National
17 Labor Relations Act, as amended.

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

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

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

22 **ARTICLE 2**

23 **SCOPE OF WORK**

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

27 **(2)** This Agreement does not cover work performed
28 by the Employer of a new construction nature, in
29 which event said work shall be done in accordance
30 with existing construction agreements.

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

8 **(4)** All sub-contractors to the Employer under
9 this Agreement shall abide by the terms and con-
10 ditions of this Agreement for Boilermaker work.

11 **ARTICLE 3**

12 **DEFINITIONS**

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

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

22 **(3)** The word “renovation”, used within the
23 terms of this Agreement and in connection
24 with maintenance, is work required to
25 improve and/or restore by replacement or by
26 revamping parts of existing facilities to efficient
27 operating condition.

28 **(4)** The term “existing facilities”, used within the
29 terms of this Agreement is limited to a constructed
30 unit already completed and shall not apply to any

1 new unit to be constructed in the future, even
2 though the new unit is constructed on the same
3 property or premises.

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

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

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

20 **ARTICLE 4**
21 **HOLIDAYS**

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

26 **ARTICLE 5**
27 **WORK HOURS PER DAY AND OVERTIME**

28 **(1)** Employees who have been called out for
29 emergency repair work which is started during the
30 hours prior to 8:00 A.M. at the time and one half

1 (1 ½) rates, shall continue to receive time and one
2 half (1 ½) rates for all hours which they continue
3 to work until granted a minimum rest period of
4 eight (8) hours.

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

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

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

24 **ARTICLE 6**

25 **APPRENTICES**

26 The Union agrees that the needs of plant
27 maintenance may warrant differing apprentice
28 ratios than those established. The Employer and
29 Union, therefore, agree to negotiate such ratios
30 from time to time 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
4 in the territory where the work is being performed
5 or is to be performed; however, in the event the
6 Local Lodge is unable to fill the request of the
7 Employer for Employees within a forty-eight
8 (48) hour period after such request for Employees
9 (Saturdays, Sundays, and Holidays excepted),
10 the Employer may employ workmen from any
11 source. The Employer shall have the right to move
12 qualified Boilermaker General Foreman, Foreman,
13 Assistant Foreman and Employees from one job
14 assignment to another within the plant location
15 where they are working.

NORTHEASTERN STATES AGREEMENT

September 25, 1986

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

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

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

Thomas H. O'Connor, III, Contractor Chairman
John T. Fultz, 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, 2022 through December 31, 2024.

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. | K&E Fabricating |
| Adirondack Mechanical Services | Maincon Services, Inc. |
| Advance Welding | NAB Construction Corp. |
| American Boiler Tank & Welding | National Steel Erection, Inc. |
| APCom Power, Inc. | New England Insulation Company |
| Babcock & Wilcox | Niagara Mechanical Contractors |
| Construction Company, Inc. | Nicholson & Hall Corporation |
| Bendick Construction Company, Inc. | Patent Scaffold Company |
| Brownell Steel | Performance Contracting Company |
| Catskill Mountain Mechanical | Perras E |
| Colonial Construction Managers | PLD Energy Services, Inc. |
| Commercial Welding Company | Preciptech Company |
| Custom Fabrication & Erection Inc. | P.J. Riley & Company, Inc. |
| David Parry's Maint. | Rushen Rigging, Inc. |
| Galaxy Inc. | Services, Inc. <i>(formerly Mercury Co. of Norwood, Inc.)</i> |
| Gibraltar Chimney Int'l, LLC. | Shaughnessy Millwrights, Inc. |
| Gould Erectors & Riggers | Sullivan & Merritt, Inc. |
| G.R. Cummings Company | Syracuse Rigging Company |
| Flame Refractories, Inc. | Thielsch Engineering |
| Foster Wheeler/Zack | J.T. Thorpe Company |
| Frank Lill & Son, Inc | Troy Boiler Works |
| Fresh Meadow Power NE, LLC. | USBT Abrasives & Refractories |
| E.H. Hinds Company | Williams Crane & Rigging |
| (Division of APM, Inc.) | Williams Power |
| Hayes Mechanical | Wiltsie Construction Company |
| International Chimney Corporation | Zurn Industries Energy Division |
| IPC Lydon | |
| Kamyr Installations, Inc. | |

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Northeastern States Agreement- Agreed upon changes- 12/15/17

Article 7: Referral of Personnel

7(a): Line 31: If a Boilermaker has two (2) OSHA recordable incidents within a five-year period he must undergo MOST OSHA 10 Safety Training before being referred to another job.

7(b): Boilermaker employees shall supply their own:
i. ANSI Compliant Safety/Steel-toed boots
ii. Long-sleeve shirt

7(d): The first two (2) boilermakers on the job shall be the foreman, selected by the employer and the steward as designated by the Union. The employer may then select the first seven (7) applicants per shift designated by the Union. Thereafter, additional referrals shall continue on a one-to-one ratio not to exceed twenty-five employer requests per project.

7(e): The employer may also transfer up to seven (7) boilermakers from one project to another within the geographical jurisdiction of local union or zone.

7(f): On any short duration job under contract at 30 days or less, if the duration of the job continues beyond 30 days the Employer shall discuss with the Business Manager or his designee the possibility of extending the duration, the Employer has the right to bring the first man as a working foreman throughout Local 5's Zone 175, 197 & 7. The Union will supply the second man (the Steward). The next man will be requested by the Employer and the man will come from any Zones' out of work list up to a total of eight (8) men. If a 2nd and 3rd shift is required, the manning will be in the same order.

7(g) (ADD): The Employer will have the right to transfer a crew of eight (8) men including the foreman throughout Zones 175, 197 and 7. In addition, it is understood that the wage package for the applicable zone where the work is being performed shall be paid to all transferees. Any additional employees will come from within the Zone jurisdiction.

Article 8: Trade Jurisdiction

8(c) (REPLACE): It is agreed that the jurisdiction of work covered by this agreement, is that provided for in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers as adopted at the 33rd Consolidated Convention in Las Vegas, Nevada, July 18-21, 2016.

In recognition of the established jurisdiction of the trade as set forth preceding this agreement, it is understood that the claims are subject to the trade Agreements and Final decision of the AFL-CIO as well as the decisions rendered by the impartial Jurisdictional Disputes Board for the settlement of Jurisdictional Disputes.

Article 15: Minimum Pay and Reporting Time

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

Article 16: Overtime and Holidays

16(c) Line 15: observed, when a holiday falls on a Saturday, Friday will be observed as a holiday.

Article 17: Pay Day

17(c) Line 30: be entitled to four (4) hours waiting time each day of non-compliance.

Article 18: Check Off

18(c) (ADD): "Failure to transmit Field Dues and Building Fund contributions by the 15th day of the month will result with a fee of 5% Liquidated Damages and a 12% interest fee. If referred to legal for collection, Liquidated Damages will increase to 12%.

18(e) Line 11: will deduct thirty cents (\$.30) per hour worked (ADD) effective January 1, 2018 and reevaluate every January 1st for duration of agreement.

18(f) Line 19: will deduct a minimum of \$.15 from all weekly wages for Boilermakers Local 237 (per hour worked), and \$.30 for Local 5 Zone 175, and Local 5 Zone 197 (per hour paid) for the Building and Training Fund.

Article 19: Wage Scales

19(a) Line 14: Foreman - \$5.00 above the Journeyman rate.

The following increases will take place as noted:

| | 2018 | 2019 | 2020 |
|-------------------|--------|--------|--------|
| Local 5, Zone 7 | | \$1.00 | \$1.25 |
| Local 5, Zone 175 | \$1.30 | \$1.30 | \$1.30 |
| Local 5, Zone 197 | \$1.30 | \$1.30 | \$1.30 |
| Local 29, NNE | \$1.30 | \$1.30 | \$1.30 |
| Local 237 | \$1.50 | \$1.50 | \$1.50 |
| Local 29 | \$1.65 | \$1.65 | \$1.65 |

**Effective March 1, 2018, a 2.0% percent increase for pension will be applied to the above rates and every January 1st thereafter. Reflected below:

Local 29 (ME, NH, VT)

Effective January 1, 2018 \$1.30, effective March 1, 2018 2% pension increase
Effective January 1, 2019 \$1.30, 2% pension increase
Effective January 1, 2020 \$1.30, 2% pension increase

Local 29 (MA & RI)

Effective January 1, 2018 \$1.65, effective March 1, 2018 2% pension increase
Effective January 1, 2019 \$1.65, 2% pension increase
Effective January 1, 2020 \$1.65, 2% pension increase

Local 237

Effective January 1, 2018 \$1.50, effective March 1, 2018 2% pension increase
Effective January 1, 2019 \$1.50, 2% pension increase
Effective January 1, 2020 \$1.50, 2% pension increase

Local 5 Zone 175 & Zone 197

Effective January 1, 2018 \$1.30, effective March 1, 2018 2% pension increase

Effective January 1, 2019 \$1.30, 2% pension increase

Effective January 1, 2020 \$1.30, 2% pension increase

Local 5 Zone 7

Effective January 1, 2019 \$1.00, 2% pension increase

Effective January 1, 2020 \$1.25, 2% pension increase

(CHANGE) Maintenance of benefits will be used for mandatory 2.0% increases in pension. If this money is not used, it will not carry over from year to year or will not be allocated to the Locals.

Article 21: Health and Welfare Fund

The Employer shall pay into the Boilermakers National Health and Welfare Fund the sum of seven dollars and seven cents (\$7.07) per hour for each hour paid by the Employer for all his employees who are covered by this agreement.

Article 22: National Pension Program

22(a): Update all sums to reflect 2.0% increase per year, effective March 1, 2018 and January 1st every year thereafter for duration of Agreement.

Article 23: Annuity Program

23(b) Line 34: Change "October" to "January."

Article 24: Apprentice Training

Line 8: least one (1) in four (4) when available.

24(c) (ADD): When any apprentice is working outside his zone, local jurisdiction or area apprenticeship program, he shall be paid Journeyman's rate for the local jurisdiction he is working in.

Article 28: Safety Measures and Medical Treatment

Delete 28(i)

Article 31: Political Action Fund Deduction

31(a): Local 29 and Local 237 will remain at \$.05 for remainder of agreement. Local 5, Zone 175 and Zone 197 will change to \$.10.

Article 35: Duration of Agreement

35(a) (UPDATE): This Agreement shall become effective January 1, 2018, and except as otherwise provided herein, shall remain in full force and effect until midnight December 31, 2020...

Memorandum of Understanding

between

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

and the

Contractor Employers Signatory to the Northeastern States Articles of Agreement,
effective January 1, 2018 through December 31, 2020

regarding

Northeastern States Articles of Agreement Extension, 2021

Due to the circumstances in our country pertaining to the COVID-19 pandemic, the International Brotherhood of Boilermakers (Union Chairman) and the Contractor Employers (Employer Chairman) signatory to the Northeast States Articles of Agreement agree to extend the current agreement for a period of twelve (12) months, or one (1) year, effective January 1, 2021 through December 31, 2021.


All terms, conditions, and addendums within the current agreement will continue to apply. Employers have agreed to pay the 2.0% annual increase referred to in Article 19(a). Pension rates for each area are enclosed.

This Memorandum of Understanding is for the limited purposes contained herein and shall not be used as a precedent in any other circumstances.

This Memorandum of Understanding is effective January 1, 2021 and will remain in effect until December 31, 2021.

Signed on this twenty-second (22nd) day of July 2020.


John T. Fultz (Union Chairman)


Thomas O'Connor, III (Employer Chairman)

Northeastern States Agreement- Agreed upon changes- 12/01/2021

Article 7: Referral of Personnel

7(e) Lines 20-22: The employer may also transfer up to ten (10) boilermakers from one project to another within the geographical jurisdiction of local union or zone.

7(f) Page 8, Lines 3-6: The next man will be requested by the Employer and the man after will come from the appropriate zone's out of work list up to a total of ten (10) men.

7(g) Lines 8-10: The Employer will have the right to transfer a crew of ten (10) men including the foreman throughout Zones 7, 175, and 197.

Article 10: Supervision

10(a) Line 3: Remove "assistant foreman."

10(a) Line 6: Remove "assistant foreman."

10(b) Line 16: Remove "assistant foreman."

10(c) Lines. 18-21 (CHANGE): "There shall be a foreman on every job and as many foremen as the Employer deems necessary thereafter.

Article 18: Check-Off

(ADD) 18(g): All locals agree to deduct \$1.00 per hour worked (PHW) or per hour paid (PHP) for contribution to the M.O.R.E. Work Investment Fund. Noted in local lodge wage rate sheets under Article 19.

Article 19: Wage Scales

19(a) Line 12: General Foreman - \$7.00 above the Journeyman rate.

19(a) Lines 16-17: Remove Assistant Foreman classification

The following increases will take place as noted:

| | 2022 | 2023 | 2024 |
|--------------------------|-------------|-------------|-------------|
| Local 5, Zone 7 | \$1.00 | \$1.00 | \$1.00 |
| Local 5, Zone 175 | \$1.00 | \$1.00 | \$1.00 |
| Local 5, Zone 197 | \$1.00 | \$1.00 | \$1.00 |
| Local 29, NNE | \$1.00 | \$1.00 | \$1.00 |
| Local 237 | \$1.00 | \$1.00 | \$1.00 |
| Local 29 | \$1.00 | \$1.00 | \$1.00 |

**Effective January 1, 2022, a 2.0% percent increase for pension will be applied to the above rates and every January 1st thereafter. Reflected below:

Local 29 (ME, NH, VT)

Effective January 1, 2022 \$1.00, 2% pension increase

Effective January 1, 2023 \$1.00, 2% pension increase

Effective January 1, 2024 \$1.00, 2% pension increase

Local 29 (MA & RI)

Effective January 1, 2022 \$1.00, 2% pension increase

Effective January 1, 2023 \$1.00, 2% pension increase

Effective January 1, 2024 \$1.00, 2% pension increase

Local 237

Effective January 1, 2022 \$1.00, 2% pension increase

Effective January 1, 2023 \$1.00, 2% pension increase

Effective January 1, 2024 \$1.00, 2% pension increase

Local 5 Zone 175 & Zone 197

Effective January 1, 2022 \$1.00, 2% pension increase

Effective January 1, 2023 \$1.00, 2% pension increase

Effective January 1, 2024 \$1.00, 2% pension increase

Local 5 Zone 7

Effective January 1, 2022 \$1.00, 2% pension increase

Effective January 1, 2023 \$1.00, 2% pension increase

Effective January 1, 2024 \$1.00, 2% pension increase

19(a) Pages 21-26: (REMOVE) Assistant Foreman classification from local wage tables

19(b) Line 10: (CHANGE) The wage rate for Boilermaker Helpers/Trainees shall be 65% of the Boilermaker Journeyman wage rate following the apprenticeship period wage rate table. All benefits to be paid after 1,000-hr probationary period.

Article 22: National Pension Program

22(a): Update all sums to reflect 2.0% increase per year, effective January 1, 2022 and January 1st every year thereafter for duration of Agreement. Table below:

| | 2022 | 2023 | 2024 |
|----------------------|---------|---------|---------|
| Local 5, Zone 7 | \$17.96 | \$18.32 | \$18.69 |
| Local 5, Zone 175 | \$15.19 | \$15.49 | \$15.80 |
| Local 5, Zone 197 | \$15.08 | \$15.38 | \$15.69 |
| Local 29, ME, NH, VT | \$10.64 | \$10.85 | \$11.07 |
| Local 29, MA & RI | \$14.03 | \$14.31 | \$14.60 |
| Local 237 | \$14.70 | \$14.99 | \$15.29 |

Article 24: Apprentice Training

24(a) Page 33, Lines 9-10: (CHANGE) January 1, 2022 through December 31, 2024.

Article 35: Duration of Agreement

35(a) (UPDATE): This Agreement shall become effective January 1, 2022, and except as otherwise provided herein, shall remain in full force and effect until midnight December 31, 2024...

General Language Update

(CHANGE) All "Pre-Apprentice" classifications to "Helper/Trainee."