



April 25, 2014

NOTICE OF SETTLEMENT
BRITISH COLUMBIA - LOCAL LODGE 359
NEW WAGE & BENEFIT SCHEDULE (ATTACHED)
EFFECTIVE MAY 4, 2014

BCA of BC Contractor:

Please be advised that the settlement between the Boilermaker Contractors' Association of British Columbia and the International Brotherhood of Boilermakers, Local Lodge 359 has been ratified by the membership.

Attached is the new Wage & Benefit Schedule for British Columbia **effective May 4, 2014**. The Wage & Benefit Schedule will also be posted to our website www.bcacanada.ca.

This communiqué contains the highlights of the settlement.

The parties will be developing the Collective Agreement to be made available as soon as practicable.

Should you have any questions please do not hesitate to contact the BCA Western Canada Office at 780-450-8885 or the BCA Main Office at 905-684-2244.

**PLEASE ENSURE A COPY OF THIS NOTICE AND
WAGE & BENEFIT SCHEDULE ARE PROVIDED TO YOUR PAYROLL
DEPARTMENT**

BCA / BOILERMAKER LOCAL LODGE 359 COLLECTIVE BARGAINING HIGHLIGHTS

- Six (6) Year Term – Expires April 30, 2020
- New Overtime Provision – Amend Article 16.01 to include second paragraph:
Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.
- Issue 'Tank Letter' specific to Local 359 which includes an inclement weather provision (see page 5 for language)
- Amend Article 7.02 as follows:
Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change room with benches and tables. *Where practical, a separate change area shall be provided. The Contractor will advise the Union when conditions do not permit a separate change area.* Areas required for eating and changing shall be kept free of tools and equipment. Personal effects of the employees shall be covered by fire insurance up to the amount of four hundred dollars (\$400.00) in each individual case, such insurance to be paid by the Employer.

Amend Article 14.07 emergency repair call-out allowance amounts as follows:
For jobsites in the Vancouver Free Zone & Port Moody: \$100.00
For all other jobsites: \$200.00
- Amend Article 16.01 (f) as follows:
It is recognized that unscheduled overtime is commonplace in our industry. Every effort will be made by the Employer over the course of the job to spread the unscheduled overtime evenly amongst the crew; however, individual qualifications may dictate otherwise. *The Employer must also maintain the proper Apprentice ratio where practical when unscheduled overtime is worked.*
- Amend Article 16.02 meal reimbursement amounts as follows:
\$40.00 Effective May 4, 2014
\$50.00 Effective May 1, 2016
- Amend Article 17.02: The 2nd holiday Monday in February (Family Day) will be added.

- Amend Article 19.01 (e) (ii) as follows:
Local residents, as defined in Article 19.01 (e) (i), shall not be entitled to initial or terminal transportation as set out in Article 19:01 (c) nor shall they be entitled to a Turnaround expenses as set out in Article 19:03. *However, local residents will be entitled to the same Turnaround time off provisions that non-local residents receive.* Local residents shall receive a Daily Travel Allowance.
- Amend Article 19.03 as follows:
On subsistence projects, of over fifty (50) calendar days duration, the Employer shall provide a turnaround every *thirty five (35)* calendar days. Fifty (50) calendar days duration must exist after return from each turnaround for a further turnaround after *thirty five (35)* calendar days to be allowed.
- Article 19.03 – Mid Point X Canada Revenue Agency (CRA) rate

0 – 249 km	\$67.50
250 – 500 km	\$202.50
501 – 750 km	\$337.50
751 – 1000 km	\$472.50
Over 1000 km	\$540.00

The road kilometre travel rate will be that which is established by the Canada Revenue Agency and shall be adjusted on February 28 each calendar year to match the published Canada Revenue Agency vehicle allowance limit.

- Article 21.01 amend as follows, add (b) - Effective May 3, 2015:
The Employer has the option of utilizing an electronic banking system commonly referred to as direct deposit. If electronic banking is to be used the Employer shall inform the Union prior to the start of the job to finalize the application and details of the system. Final payment and Record of Employment (ROE) may also be completed electronically.

Housekeeping Items:

- Article 4.06 – Amend Field Dues amount to 4.25% (current amount)
- Article 4.08 – Amend Boilermakers Lodge 359 address to new location:
5510 – 268th Street, Langley B.C., V4W 3X4
- Amend collective agreement language to be gender neutral
- Amend Wage & Benefit Schedule to new format that shows total wage package

Contribution Remittances:

- To be effective September 2014 (Further Communication to Follow) - Article 4.08:
- BCA Administration Fund to be remitted directly to the Boilermaker Contractors' Association of British Columbia.
- National Training Trust Fund to be remitted directly to the Boilermakers' National Benefit Funds (Canada).

Wage & Benefit Schedule (Attached)

Wages (To be adjusted for Vacation & Statutory Holiday Pay):

\$2.00	Effective May 4, 2014
\$1.80*	Effective May 3, 2015 (*Less \$0.06 to ATAC)
\$1.80*	Effective May 1, 2016 (*Less \$0.06 to ATAC)
\$1.80	Effective May 7, 2017
\$1.80	Effective May 6, 2018
\$1.80	Effective May 5, 2019

Subsistence:	\$140.00	Effective May 3, 2015
(Article 20.02, a)	\$145.00	Effective May 7, 2017
	\$150.00	Effective May 5, 2019

Meal Allowance:	\$65.00	Effective May 6, 2018
(Article 20.02, b)		

The Wage & Benefit Schedule format has been revised. The new format now includes the following changes and/or additions:

- The Workforce Planning contribution of \$0.05 that was originally listed/included within the National Training category/breakdown on the previous Wage & Benefit Schedule is now listed under the 'Employer Contributions (Outside the Total Wage Package)' column with the 'Management Administration & Workforce Planning' column.
- The Canadian Building Trades employee deduction was originally listed/included under the National Training category/breakdown on the previous Wage & Benefit Schedule. It is now listed under the 'Employee Deduction' column and is titled Canadian Building Trades.

Tank Work Employers

Because of the nature and requirements of the work, the Union and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Union as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Union has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding labour requirements.

The Employer with mutual agreement with the Local Business Manager will be permitted to select from any Out of Work List one (1) member for each of the following classifications: foreperson, fitter, welder, automatic operator (if required), Welder Vertimatic Operator (if required), welding supervisor (if required) for every New Project.

The next five (5) Employees will be dispatched from the Local Out-of-Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the formula in Article 3.07 (a).

- (a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.*
- (b) Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.*
- (c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.*
- (d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.*

Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.