

Memorandum of Agreement
Between
Boilermaker Contractors' Association of British Columbia
And
International Brotherhood of Boilermakers, Local Lodge 359

Article 4.06 – Amend as follows:

In addition to Article 4:05, and upon receipt of authorization, the Employer shall each month deduct four and **one quarter percent (4.25%)** (or such amount as may be designated by the Union) Field Dues of gross hourly wages (including waiting, reporting, show up and standby time) of all Employees, coming within the scope of this Agreement.

Notification to be provided to BCA a minimum of forty (40) days in advance of change (in MOA only).

Article 4.08 – Amend as follows:

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary-Treasurer
International Brotherhood of Boilermakers
Lodge 359
5510 - 268th Street
Langley, B.C.
V4W 3X4

Article 4.08, fourth (4th) paragraph amend as follows:

Monthly Employer Contributions to the B.C.A. of BC Management Administration Fund shall be remitted directly to the Boilermaker Contractors' Association of British Columbia, payable to:

BOILERMAKER CONTRACTORS' ASSOCIATION OF BRITISH COLUMBIA and forwarded to:

BCA of BC Management Administration Fund
20 Corporate Park Drive
Suite 102,
St. Catharines, ON
L2S 3W2

Delinquent payments, notification, penalties and inspection: The Union, **Boilermaker Contractors' Association of British Columbia** and/or Fund Administrators shall advise the Employer in writing of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays), by either: payment of the delinquency or written reasons for the delinquency which the Union, **Boilermaker Contractors' Association of British Columbia** and/or Fund Administrators shall decide as being acceptable or not, there then shall be a ten percent (10%) penalty of the amount of the late payment due.

Monthly Employer Contributions for National Training Trust Fund (NTTF) will be remitted directly to the Boilermakers' National Benefit Funds (Canada) and forwarded to:

**Boilermakers' National Benefit Funds (Canada)
45 McIntosh Drive
Markham, ON
L3R 8C7**

Article 16.01 (f) amend 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 19.01 (e) (ii) amend 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 he 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.

The turnaround provisions for local residents refer only to time away (MOA only).

The parties agree to jointly approach the CLR to address:

- a) BCA Camp Rules and Regulations
- b) Construction Industry of British Columbia Substance Abuse Testing & Treatment Program Policy

Amend British Columbia Collective Agreement to be gender neutral.

Amend Wage & Benefit Schedule to new format that shows total wage package.

Article 16.01 amend second paragraph as follows:

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.

“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.”

Memorandum to state that the Tank Letter applies only to new Tank construction projects and a Letter of Understanding to be inserted immediately following the Tank Letter.

Article 7.02 amend 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.

Article 14.07 amend as follows:

For jobs sites in the Vancouver Free Zone & Port Moody: **\$ 100.00**

For all other jobsites: **\$200.00**

Article 16.02 amend as follows:

When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. Where this is impractical, a ~~\$30.00~~ **(\$40.00 effective May 4, 2014, \$50.00 effective May 1, 2016)** meal reimbursement, plus one-half hour of straight time wages will be paid for all employees required to work the overtime, including those receiving any form of subsistence. If a meal break is not taken after ten hours, there shall be a 10 minute coffee break. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

Article 19.03 amend as follows:

On subsistence projects, of over fifty (50) calendar days duration, the Employer shall provide a turnaround every ~~forty (40)~~ **(amend to thirty five (35))** calendar days. Fifty (50) calendar days duration must exist after return from each turnaround for a further turnaround after ~~forty (40)~~ **(amend to thirty five (35))** calendar days to be allowed.

Article 19.03 – Mid Point X CRA Rate

0 – 249 km	125 x \$0.54 = \$67.50
250 – 500 km	375 x \$0.54 = \$202.50
501 – 750 km	625 x \$0.54 = \$337.50
751 – 1000 km	875 x \$0.54 = \$472.50
Over 1000 km	1000 x \$0.54 = \$540

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 20.02 amend as follows:

Where there is no camp accommodation, the Employer shall provide either:

- a. Living Out Allowance (LOA) on the basis of \$135.00 per day, or
(Increase LOA to \$140.00 on May 3, 2015, \$145.00 on May 7, 2017, and \$150.00 on May 5, 2019)

Article 17.02 – The 2nd holiday Monday in February (Family Day) will be added.

Article 19.01 (c) (v) and (vi) amend as follows:

(v) Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay ~~cheque~~.

(vi) The Employee shall receive initial and final travel expenses within two working days of his reporting to the job. These expenses shall be treated as an advance on wages and shall be deducted from the last pay ~~cheque~~, where Article 19.02 applies.

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.

Article 20.02 (b) amend as follows:

Effective May 6, 2018 increase the meal allowance to \$65.00. The BCA will match the CLR in any incremental meal allowance increases for the duration of this agreement.

Article 27.01 - Amend to reflect a six (6) year term.

Wage adjustment as follows:

May 4, 2014	\$2.00
May 3, 2015	\$1.80
May 1, 2016	\$1.80
May 7, 2017	\$1.80
May 6, 2018	\$1.80
May 5, 2019	\$1.80

All monetary items will be effective first Sunday in May 2014 or first Sunday 2 weeks immediately following ratification.

Date: March 13, 2014 at Vancouver, British Columbia

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION**

**SIGNED ON BEHALF OF:
INTERNATIONAL
BROTHERHOOD OF
BOILERMAKERS, LOCAL LODGE 359**

SIGNATURE ON FILE

SIGNATURE ON FILE

**David Galvin
President, BCA of BC**

**Martin Nicholson
Business Manager / Secretary-Treasurer,
IBB Local Lodge 359**

SIGNATURE ON FILE

SIGNATURE ON FILE

**Dave Ingram
Chairman, BCA of BC Board of Directors**

**Ken Noga
Assistant Business Manager,
IBB Local Lodge 359**