

MEMORANDUM OF AGREEMENT

Amendments to the Collective Agreement



BETWEEN



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

(hereinafter referred to as the "Union")

**ON ITS OWN BEHALF AND ON BEHALF OF LOCAL
LODGE 203**

(hereinafter referred to as the "Local Lodge")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF THE BOILERMAKER
CONTRACTORS' ASSOCIATIONS OF NEWFOUNDLAND &
LABRADOR**

*(On behalf of each of its member companies hereinafter referred to as the
"Employer")*

AND

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
NEWFOUNDLAND & LABRADOR**

Attached hereto are amendments, which describe the changes and/or additions to the Old Agreement, which includes the Master Portion and Appendix for Newfoundland and Labrador.

The Union and the Employer have agreed to all changes herein.

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Dated at St. John's, Newfoundland this 26th day of April 2016.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

Jerry Flaherty
Business Manager/Secretary Treasurer
International Brotherhood of Boilermakers,
Local Lodge 203

Marty Albright
Chairman
BCA Multi Provincial Board of Directors

SIGNATURE ON FILE

SIGNATURE ON FILE

Joseph Maloney
International Vice President
International Brotherhood of Boilermakers

Terry French
President
Construction Labour Relations
Association of Newfoundland and
Labrador

SIGNATURE ON FILE

Geoff Wells
Vice Chairman
CLRA-NL & LAB Board of Directors

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1. COVER PAGE - *Revise dates to read:*

Effective **May 8, 2016 to April 30, 2021** in the province of Newfoundland & Labrador for Local Lodge 203.

2. CHANGES TO ARTICLES

ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

1.01

The purpose of this Agreement is to govern wages and working conditions within the province of Newfoundland and Labrador to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

The parties agree that the Memorandum of Agreement dated **April 26, 2016** for Newfoundland and Labrador form part of this Agreement. Additional Memoranda of Agreement specific to **the Province of Newfoundland and Labrador** shall be referred to in **the Newfoundland and Labrador** Appendix.

The parties agree to keep the Master Portion consistent for all provinces, unless dictated by provincial legislation.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Office.

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ARTICLE 3.00 – MANAGEMENT RIGHTS

Amend order of Article 3.02 and 3.03 to read:

3.02

(a) The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

(b) The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

3.03

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4.04), suspend, lay off, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

Amend Article 3.06 to read:

3.06

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss **in advance of the job commencing, the** availability of qualified General Foreperson with the Business Manager or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

Amend Article 3.07 as follows:

Delete - ‘Article 3.07 Local Residents – Special provisions are applicable in the provinces of Saskatchewan and Manitoba, for local residents. These provisions are set out in the Appendix for the applicable province.’

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Amend Article 3.08 to read:

3.08 Management Rights

a) In addition to Article 3.05, the Employer shall have the right to name hire **50%** of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of **50%** name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.

b) In cases where local residents are afforded priority of employment, through Employer requested name hire, such employment shall be considered a name hire.

c) The Employer and Union agree that there will be a uniform application of the name hire and transfer provisions in all local lodges. Transferred employees who were initially name hired shall retain such status upon transfer.

d) All name hire requests shall be made in writing (including FAX and/or electronically), to the Union.

e) On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreperson, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

f) Special additional provisions are applicable in the Province of Newfoundland and Labrador.

g) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

Amend Article 4.02 to read:

4.02

The Union agrees to furnish competent available workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful

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activities. The company will provide written response to the Local Union upon refusal to hire.

Add NEW Article 4.03 to read:

4.03

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Similarly, Employers will be responsible to forward to the Union Hall, copies of safety certificates for all safety training that is done on jobsites by the Employer.

Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

Note: Job Ready Dispatch Safety Training Records will be maintained at each Local Lodge.

Existing Articles 4.03 to 4.08

Renumber existing Articles to 4.04 to 4.09

Amend re-numbered Article 4.09 to read:

4.09

The Employer will notify the **Union** of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner **via fax or electronic means**.

ARTICLE 7.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

Amend Article 7.03 to read:

7.03

The Employer shall supply at no cost to the employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription

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safety glasses, and leather faced gloves (unless special processes dictate otherwise).

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes), when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

Welders' capes shall be kept available for temporary issue to welders engaged on such work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employees' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed 15 minutes for wash-up time prior to the conclusion of their shift.

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

(a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.

(b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1

Amend Article 7.06 to read:

7.06

The Union agrees to provide the Employer with qualified employees (including apprentices) who hold the following core health and safety training, WHMIS, Confined Space Entry, Audiometric Testing (effective May 1, 2017), Fall Arrest/Fall Protection and Quantitative Respirator Fit tested. Where required by the customer/client potential employees shall have current CSTS certification or equivalent and H2S Alive.

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The Union agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform personwatch duties when required and when such personwatch is within the Employer's control.

Employees who are required by the Employer to do online Employer Orientation or Safety Training shall be paid for the employer allotted time required to do the Orientation/Training upon hire.

Delete existing Article 7.07. Amend Article 7.07 to read:

The parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than sixty (60) calendar days.

Amend Article 7.08 to read:

7.08

The Parties agree to adopt the **October 8th, 2014, Version 5.0** Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule.

ARTICLE 8.00 – WELDING TESTS

Amend Article 8.01 to read:

8.01

Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, if required by the Employer, shall be paid for **weld** time required **(to a maximum of four hours per test)** to take the test including transfer fees, materials and inspector fees.

Employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.

Add NEW Article 8.07 to read:

8.07

Any welder required to take a pre-job welding test for employment with a company and fails the required weld test, the welder will be granted the opportunity to take a second test or receive four (4) hours pay. If the welder fails a second test then he will not be eligible for payment of wages, including testing time and other allowances as set out in Article 8.00.

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ARTICLE 12.00 – EMPLOYER, UNION GRIEVANCES

Amend Article 12.01 to read:

12.01

It is understood that the Employer or the Boilermaker Contractors' Association may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer **or the Boilermaker Contractors' Association**, concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

Such a complaint shall be discussed with the Business Manager/Secretary-Treasurer or their Representative, the International Vice-President or their Representative or the Employer, the Boilermaker Contractors' Association or their Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager/Secretary-Treasurer, the International Vice-President, the Employer or the Boilermaker Contractors' Association within ten (10) working days from the incident giving rise to the complaint.

ARTICLE 17.00 – RECOGNIZED HOLIDAYS

Amend Article 17.02 and 17.03 to read:

17.02

The following Recognized Holidays are common to all areas covered by this Agreement:

New Year's Day	Good Friday
Victoria Day	Canada Day (Dominion Day)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other Holiday(s) that may be proclaimed by Federal or Provincial Governments during the life of this Agreement.

17.03

In addition to 17.02, the following Recognized Holidays are observed in the respective Provinces:

Ontario

Civic Holiday, Family Day

Saskatchewan

Family Day, Saskatchewan Day

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Manitoba

Louis Riel Day

New Brunswick

New Brunswick Day

Nova Scotia, Prince Edward Island

Natal Day where applicable in the locality; otherwise the first Monday in August.

Newfoundland and Labrador

Civic Holiday (**first Monday of August**)

ARTICLE 22.00 – PAY DAY

Amend Article 22.02 to read:

22.02

Employees who are laid off or discharged from the service of the Employer shall receive their wages and all monies owing and their Employment Insurance Contribution Certificate on termination if the payroll is made up on the project, otherwise:

a) the employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel time and transportation allowances, subsistence, etc.

b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website - **please note that effective January 1st, 2017 all Records of Employment must be filed electronically through the ROE website**), within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays of the date of layoff or termination.

Should the Employer fail to comply with this provision (**excluding the reference to the Record of Employment**), the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

Amend Article 22.04 to read:

22.04

The Employer has the option of utilizing an electronic banking system, commonly

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referred to as direct deposit. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system. **Final payment and the Record of Employment (ROE) may also be completed electronically.**

BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND (CANADA)

Amend Article 25.01 to read:

25.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Health and Welfare Fund (Canada) for all hours **earned**, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 ½ or 2).

Delete Articles 25.02 & 25.03

'25.02

The Health and Welfare Fund shall be controlled by the Board of Trustees consisting of an equal number of BCA appointed Employer Representatives and IBB appointed Union Representatives.

25.03

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.'

ARTICLE 26.00 – BOILERMAKERS' NATIONAL PENSION FUND (CANADA)

Amend Article 26.01 to read:

26.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Pension Fund (Canada) for all hours **earned**, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

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Delete Article 26.02 & 26.03

'26.02

The Pension Fund shall be controlled by a Board of Trustees consisting of an equal number of BCA appointed Employer Representatives and IBB appointed Union Representatives.

26.03

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.'

ARTICLE 27.00 – APPRENTICES AND APPRENTICESHIP FUND

Amend Article 27.01 to read:

27.01

In the Province of Newfoundland and Labrador: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeyperson(s) including the welders list if the apprentice is so qualified. An Employer having more than one job in any given Lodge area may satisfy this requirement on an overall basis within the Lodge area.

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/Secretary-Treasurer of the Local Lodge and reach a mutually acceptable solution. When the intent of the foregoing has been met, the Union shall not refer additional Apprentices in lieu of Journeyperson(s) without the Employer's agreement.

Apprentices shall only be referred, employed and paid at their proper classification and corresponding wage rate.

Apprentices shall not progress to Journeyperson wage rate until they have successfully completed their Certificate of Qualification (CofQ) or Boilermaker Red Seal where applicable.

Apprentice intakes will consist of up to twenty-five percent (25%) Helmets to Hardhats (H2H) candidates if available.

Amend Article 27.02 to read:

27.02

All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act of the Province **of Newfoundland and Labrador** and the parties hereto agree to observe all provisions of the said Act.

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Amend Article 27.04 to read:

27.04

The Apprenticeship Fund **of Local Lodge 203 will be** controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund **as per the established jointly trusted Trust Documents.**

Amend Article 27.06 to read:

27.06

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the **Newfoundland and Labrador** Provincial Appendix attached hereto, to the Apprenticeship Fund for all hours **earned**, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

ARTICLE 28.00 – EDUCATIONAL TRAINING FUND

Amend Article 28.01 to read:

28.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the **Newfoundland and Labrador** Provincial Appendix attached hereto, to the Educational Training Fund for all hours **earned**, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

Amend Article 28.03 to read:

28.03

The Educational Training Fund and programs are to be administered and controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, for **the Local Lodge as per the established jointly trusted Trust Documents.**

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ARTICLE 30.00 – TANK WORK EMPLOYERS

Amend Article 30.01 to read:

30.01

The Union and Employers agree to comply with the letter dated **April 21, 2016** relating to the performance of tank work (**See Letter No. 3**).

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.01 to read:

32.01

This Agreement shall become effective on date of signing. Expiration of the Provincial **Appendix** will be as per Provincial Statutes. Increases in wages and all other monetary items listed in the attached **Appendix** shall be effective as provided in the Provincial Appendix.

Amend Article 32.02 to read:

32.02

This Master Portion of the Agreement shall remain in force and effect until April 30, **2021** and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.

Amend Collective Agreement Signature page to include BCA, CLRA-NL & LAB and IBB

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

Amend Tank Letter to read:

Letter 3

**Letter of Understanding
Between
Boilermaker Contractors' Association
And
The International Brotherhood of Boilermakers**

Letter Referred To In Article 30.00 – 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 manpower 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, 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 basis of **50%** name hire.

- (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.**

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- (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.
- (e)** 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.

Dated: April 21, 2016

**Signed on behalf of the:
Boilermaker Contractors'
Association**

**Signed on behalf of the:
International Brotherhood of
Boilermakers**

SIGNATURE ON FILE

SIGNATURE ON FILE

**Marty Albright
Chairman
BCA Multi Provincial Board of
Directors**

**Joseph Maloney
International Vice President
International Brotherhood of
Boilermakers**

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APPENDIX – NEWFOUNDLAND & LABRADOR

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.02 to read:

32.02

This Appendix shall remain in force and effect until April 30, **2021** and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this agreement.

Monetary Package Changes:

The monetary items/Appendix will be subject to a wage re-opener and review in the third year (2018).

Wage Package:

Effective:

May 8, 2016	Wage Freeze
May 7, 2017 (1st Sunday in May)	Wage Freeze
May 6, 2018 (1st Sunday in May)	Wage Re-Opener / Review
May 5, 2019 (1st Sunday in May)	Wage Re-Opener / Review
May 3, 2020 (1st Sunday in May)	Wage Re-Opener / Review

Me Too Clause

All parties (CLRA-NL & LAB, IBB and BCA) agreed that should there be any agreements with other trades that include monetary settlements for the first two years of the agreement the IBB Lodge 203 will be awarded an equal monetary settlement.

Remove/Delete Helper Classification from Appendix “A” – Newfoundland & Labrador Wage & Benefit Schedule

Job Ready Dispatch Training Expense Reimbursement

Effective May 8, 2016 - \$0.15 from the Newfoundland Job Promotion Fund (NLJPF) will be redirected to the Educational Training Fund (employer contribution, outside the TWP) to provide for Job Ready Dispatch Training Expense Reimbursements. (Sunset April 30th, 2018 – Subject to review and discussion at that time.)

Job Ready Dispatch training initiatives and associated wages and benefits for a Training Coordinator will continue to be invoiced and paid from the Newfoundland Job Promotion Fund (NLJPF).

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Job Ready Dispatch Training Expense Reimbursement Continued

Expense Reimbursement Terms developed and managed by the Local 203 Apprenticeship & Training Trustees.

To be included as an addendum to the Local 203 Apprenticeship & Training Trust Fund document.

See Appendix “A” – Newfoundland & Labrador Wage & Benefit Schedule (page 19 & 20 of MoA)

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BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 203)

APPENDIX "A": NEWFOUNDLAND & LABRADOR
WAGE AND BENEFIT SCHEDULE

(REVISED TO INCORPORATE AGREEMENT RE: CHANGES TO NEWFOUNDLAND JOB PROMOTION FUND (NLJPF) & EDUCATIONAL TRAINING FUND AMOUNTS - EFFECTIVE MAY 8, 2015)																Employer Contributions (Outside the Total Wage Package)				Employee Deduction
Classification	Effective Date	Hourly Wage Rate	Vacation Pay 8%	Statutory Holiday Pay 4%	(A)				National Training (3)	Bldg. Trades Contrib.	(A)		Benevolent Fund**	Total Wage Package	(A)			Total Cost	Helmets to Hardhats (H2H) (6)	
					Health & Welfare	Pension (1)	Educational Training	Apprenticeship			Employee Assistance Program (EAP)	Building Fund			NL Job Promo.	Educational Training (4)	Administration & Workforce Planning (5)			
General Foreperson	May 8, 2016	40.91	3.27	1.64	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	56.12	0.85	0.15	0.60	57.72	0.01	
	May 7, 2017	40.91	3.27	1.64	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	56.12	0.85	0.15	0.60	57.72	0.01	
	*Please Note: The Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018																			
	*May 6, 2018	40.91	3.27	1.64	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	56.12	0.85	0.15	0.60	57.72	0.01	
	*May 5, 2019	40.91	3.27	1.64	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	56.12	0.85	0.15	0.60	57.72	0.01	
*May 3, 2020	40.91	3.27	1.64	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	56.12	0.85	0.15	0.60	57.72	0.01		
Foreperson	May 8, 2016	39.81	3.18	1.59	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	54.88	0.85	0.15	0.60	56.48	0.01	
	May 7, 2017	39.81	3.18	1.59	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	54.88	0.85	0.15	0.60	56.48	0.01	
	*Please Note: The Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018																			
	*May 6, 2018	39.81	3.18	1.59	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	54.88	0.85	0.15	0.60	56.48	0.01	
	*May 5, 2019	39.81	3.18	1.59	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	54.88	0.85	0.15	0.60	56.48	0.01	
*May 3, 2020	39.81	3.18	1.59	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	54.88	0.85	0.15	0.60	56.48	0.01		
See BCA Website for Current Wage & Benefit Schedule																				
As Fc	*May 5, 2019	36.76	2.94	1.47	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	51.47	0.85	0.15	0.60	53.07	0.01	
	*May 3, 2020	36.76	2.94	1.47	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	51.47	0.85	0.15	0.60	53.07	0.01	
3rd Year Apprentice (2) 90%	May 8, 2016	32.95	2.64	1.32	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	47.21	0.85	0.15	0.60	48.81	0.01	
	May 7, 2017	32.95	2.64	1.32	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	47.21	0.85	0.15	0.60	48.81	0.01	
	*Please Note: The Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018																			
	*May 6, 2018	32.95	2.64	1.32	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	47.21	0.85	0.15	0.60	48.81	0.01	
	*May 5, 2019	32.95	2.64	1.32	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	47.21	0.85	0.15	0.60	48.81	0.01	
*May 3, 2020	32.95	2.64	1.32	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	47.21	0.85	0.15	0.60	48.81	0.01		
2nd Year Apprentice (2) 75%	May 8, 2016	27.24	2.18	1.09	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	40.81	0.85	0.15	0.60	42.41	0.01	
	May 7, 2017	27.24	2.18	1.09	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	40.81	0.85	0.15	0.60	42.41	0.01	
	*Please Note: The Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018																			
	*May 6, 2018	27.24	2.18	1.09	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	40.81	0.85	0.15	0.60	42.41	0.01	
	*May 5, 2019	27.24	2.18	1.09	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	40.81	0.85	0.15	0.60	42.41	0.01	
*May 3, 2020	27.24	2.18	1.09	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	40.81	0.85	0.15	0.60	42.41	0.01		
1st Year Apprentice (2) 60%	May 8, 2016	21.52	1.72	0.86	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	34.40	0.85	0.15	0.60	36.00	0.01	
	May 7, 2017	21.52	1.72	0.86	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	34.40	0.85	0.15	0.60	36.00	0.01	
	*Please Note: The Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018																			
	*May 6, 2018	21.52	1.72	0.86	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	34.40	0.85	0.15	0.60	36.00	0.01	
	*May 5, 2019	21.52	1.72	0.86	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	34.40	0.85	0.15	0.60	36.00	0.01	
*May 3, 2020	21.52	1.72	0.86	2.25	6.50	0.42	0.28	0.23	0.30	0.10	0.10	0.12	34.40	0.85	0.15	0.60	36.00	0.01		

**Benevolent Fund to be remitted directly to the Union.

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 203)

APPENDIX "A": NEWFOUNDLAND & LABRADOR
WAGE AND BENEFIT SCHEDULE

(REVISED TO INCORPORATE AGREEMENT RE: CHANGES TO NEWFOUNDLAND JOB PROMOTION FUND (NLJPF) & EDUCATIONAL TRAINING FUND AMOUNTS - EFFECTIVE MAY 8, 2015)

Effective Date	May 8, 2016	May 7, 2017	*May 6, 2018	*May 5, 2019	*May 3, 2020	
Hours of Work	8	8	8	8	8	*Please Note: Rates for 2018, 2019 and 2020 will be subject to a wage re-opener / review in 2018.
Shift Premium						
2nd Shift	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5	
3rd Shift	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5	
Overtime	2	2	2	2	2	
Transportation						

<u>Summary of Contributions contained in National Training Column (on page 1)</u>	
National Training (NTTF)	\$0.10
<u>IBB/Union Funds</u>	
National Organizing	\$0.04
Promotion	\$0.03
National Marketing	\$0.04
Leap Fund	\$0.02

See BCA Website for Current Wage & Benefit Schedule

Journey person wage rate.

(3) See above for breakdown of National Training.

(4) Effective May 8, 2016, \$0.15 from the Newfoundland Job Promotion Fund (NLJPF) will be redirected to the Educational Training Fund to provide for training expense reimbursements. Effective April 30, 2018, this \$0.15 redirected to the Educational Training (outside the total wage package) will be sun-setted and subject to review and discussion at that time.

(5) Effective May 6, 2012, a contribution of \$0.05/hour, directed to the BCA to provide for a Resource Manager/Workforce Planning.

(6) Effective May 3, 2015, \$0.01/hour worked will be deducted from each employee and will be directed to Helmets to Hardhats (H2H) (previously Canadian Building Trades). This employee deduction can be remitted to the BCA/IBB Administrator (Boilermaker National Benefit Funds).

NOTES

Employee Deduction

Helmets to Hardhats (H2H) \$0.01 PER HOUR WORKED

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS

1) Letters/Addendums - Add numbers to the Letters/Addendums (located at the end of the 'Master Portion'), for easier reference, as per the Alberta Agreement. The proposed changes are shown in bullets 2 a) to 2 e) that follow.

a) Index (Master Portion) – Amend as follows:

Addendum:

Letter #1 Clarification of Craft Jurisdiction (**Referred To In Article 2.00**)

Letter #2 **Subcontracting Of Work** (Referred to in Article 29.00)

Letter #3 Tank Work Employers (Referred to in Article 30.00)

Letter # 4 Acceptable Receipt for Subsistence Reimbursement

b) Addendum/Letter Titles – Amend as follows:

-**Letter #1** Clarification of Craft Jurisdiction

-**Letter #2** Referred to in Article 29.00

-**Letter #3** Referred to in Article 30.00 – Tank Work Employers

-**Letter #4** Acceptable Receipt for Subsistence Reimbursement

c) Master Portion - Article 2.00 – Recognition & Craft Jurisdiction Titles –

Amend as follows:

2.02

The Employer recognizes the jurisdictional claims of the Union as provided for in the Charter Grant issued by the American Federation of Labour to the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, it being understood that the claims are subject to trade agreements and final decisions of the A.F.L.-C.I.O. as well as the decisions rendered by the Impartial Jurisdictional Disputes Board.

For the purpose of clarification, the jurisdictional claims of the Union are contained **in Letter No. 1** attached hereto.

d) Master Portion - Article 29.00 – Employers' Responsibility - Amend as follows:

29.01

It shall be the responsibility of all Employers signatory to this Agreement to comply with the letter of July 1967 relating to subcontracting of work within the jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers (**See Letter No. 2**).

e) Master Portion - Article 30.00 – Tank Work Employers - Amend as follows:

30.01

The Union and Employers agree to comply with the letter dated **April 21, 2016** relating to the performance of tank work (**See Letter No. 3**).

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

2) Index (Master Portion) – Remove/Delete the note (shown below) in reference to the Territories as it is covered in Article 1.01

“Please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors’ Association Office for information on the Wage & Benefit Schedule(s) and the Working Terms and Conditions for Nunavut, Northwest Territories, Yukon, and District of Mackenzie.”

3) Amend to reference new Memorandum of Agreement date (April 26, 2016)

a) Master Portion - Article 1.01 – Purpose (3rd Paragraph)

Revise to reference new Memorandum of Agreement (MoA) date

b) Master Portion - Article 23.01 - Wages

Revise to reference new Memorandum of Agreement (MoA) date

c) Appendix ‘E’ – Article 1.01

Revise to reference new Memorandum of Agreement (MoA) date

4) Term – Revise to reference new term – 5 Years (May 8, 2016 to April 30, 2021)

a) Cover Page – Amend date/term

b) Article 32.02 (Master Portion) – Amend date/term

c) Article 32.02 (Appendix) – Amend date/term

5) Wage & Benefit Schedule (Appendix “E”) – Show the applicable percentage (%) of the Journeyperson wage rate for the Apprentices in the Wage & Benefit Schedule*

3rd Year – **90%**

2nd Year – **75%**

1st Year – **60%**

*Include note that Apprentice rates are not a straight percentage of the Journeyperson wage rate due to the Special Funding Contribution (Pension)

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

Title Page

ARTICLES OF AGREEMENT

BETWEEN

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS**
(hereinafter referred to as the “Union”)

ON ITS OWN BEHALF AND ON BEHALF OF LOCAL LODGE 203
(hereinafter referred to as the “Local Lodge”)

AND

THE BOILERMAKER CONTRACTORS’ ASSOCIATION

Including

The Boilermaker Contractors’ Association of Newfoundland & Labrador
(On behalf of each of its members companies hereinafter referred to as the
“Employer”)

AND

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
NEWFOUNDLAND & LABRADOR**

Governing Wages and Working Conditions on all Field Construction Work in
Newfoundland & Labrador.

The **agreement** will expire on April 30, **2021**.

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

Amend to read:

ADDRESSES

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

Joseph Maloney, International Vice-President

Western Canadian Office

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

TELEPHONE: (780) 483-0823

FAX: (780) 489-3043

EMAIL: jmaloney@boilermakers.org

Eastern Canadian Office

#101, 115 Prince William Street

Saint John, NB E2L 2B4

TELEPHONE: (506) 634-8203

FAX: (506) 634-0307

EMAIL: bmivpeast@nb.aibn.com

Cory Channon, Assistant to the International President

Telephone: (780) 418-0322

Fax: (780) 418-0726

EMAIL: cchannon@boilermakers.org

Richard MacIntosh, International Representative-CSO

TELEPHONE: (604) 277-6042

FAX: (604) 277-6057

EMAIL: rmacintosh@boilermakers.org

Kent Oliver, International Representative-CSO

TELEPHONE: (506) 738-2564

FAX: (506) 738-2598

EMAIL: koliver@boilermakers.org

Arnie Stadnick, International Representative-CSO

TELEPHONE: (780) 999-3573

EMAIL: astadnick@boilermakers.org

Michel Trepanier, International Representative-CSO

TELEPHONE: (514) 755-2711

EMAIL: mtrepanier@local271.ca

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

LODGE 203

Province of Newfoundland and Labrador

OUT-OF-WORK LIST

P.O. Box 250

Holyrood, NL A0A 2R0

Telephone: (709) 229-7958

Fax: (709) 229-7300

LODGE 73

Provinces of Nova Scotia, New Brunswick, and Prince Edward Island

OUT-OF-WORK LIST - NEW BRUNSWICK

345 King William Rd.

Saint John, NB E2M 7C9

Telephone: (506) 634-7386

Fax: (506) 634-0411

OUT-OF-WORK LIST - NOVA SCOTIA

124 Parkway Drive

Truro, NS B2N 5A9

Telephone: (902) 897-7306

Fax: (902) 897-7305

LODGE 128

Province of Ontario

OUT-OF-WORK LIST - TORONTO

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 332-0128

Fax: (905) 332-9057

OUT-OF-WORK LIST - HAMILTON

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 315-1040

Fax: (905) 332-3295

OUT-OF-WORK LIST - SARNIA

128 Business Park Drive

Sarnia, ON N7W 0A3

Telephone: (519) 336-6051

Fax: (519) 336-3252

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

OUT-OF-WORK SUDBURY

2413 Lasalle Blvd.
Sudbury, ON P3A 2A9
Telephone: (705) 560-0128
Fax: (705) 560-4701

LODGE 555

Provinces of Manitoba and Saskatchewan

OUT-OF-WORK LIST - WINNIPEG

110 Haarsma Road
East St. Paul, MB R2E 0M8
Telephone: (204) 987-9200
Fax: (204) 987-9219

OUT-OF-WORK LIST - REGINA

350 Soloman Drive
Regina, SK S4N 5A8
Telephone: (306) 949-4452
Fax: (306) 543-9339

LODGE 128/555

Province of Ontario

OUT-OF-WORK LIST - THUNDER BAY

878 A Tungsten Street
Thunder Bay, ON P7B 6J3
Telephone: (807) 623-8186
Fax: (807) 623-9294

LODGE 146

Province of Alberta

OUT-OF-WORK LIST - EDMONTON

15220 – 114 Avenue
Edmonton, AB T5M 2Z2
Telephone: (780) 451-5992
Fax: (780) 451-3927

OUT-OF-WORK LIST - CALGARY

11055 – 48 Street, SE
Calgary, AB T2C 1G8
Telephone: (403) 253-6976
Fax: (403) 252-4187

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

LODGE 359

Province of British Columbia

OUT-OF-WORK LIST - BURNABY

5510 – 268th Street,

Langley, BC V4W 3X4

Telephone: (778) 369-3590

Fax: (778) 369-3595

LODGE 271

Province of Quebec

OUT-OF-WORK LIST - QUEBEC

1205, boul. St-Jean-Baptiste

Pointe-Aux-Trembles, QC H1B 4A2

Telephone: (514) 327-6135

Fax: (514) 327-7294

LODGE 133

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

Telephone: (780) 483-0823

Fax: (780) 489-3043

NUNAVUT, NORTHWEST TERRITORIES, YUKON, & DISTRICT OF MACKENZIE

Please contact the International Office of the International Brotherhood of Boilermakers or the Office of the Boilermaker Contractors' Association for the Working Terms & Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

HOUSEKEEPING ITEMS CONTINUED

BOILERMAKER CONTRACTORS' ASSOCIATION

Boilermaker Contractors' Association
20 Corporate Park Drive, Suite 102
St. Catharine's, ON L2S 3W2
Telephone: (905) 684-2244
Fax: (905) 682-2320
Website: www.bcacanada.ca

BOILERMAKER CONTRACTORS' ASSOCIATION

Dave Hollett, Manager, Labour Relations, Western Canada
Boilermaker Contractors' Association
4245 97 Street NW, Unit 100
Edmonton, AB T6E 5Y7
Telephone: (780) 450-8885
Fax: (780) 450-9983
Website: www.bcacanada.ca

DISCUSSION ITEMS AGREED TO

1) Master Portion - Article 31.00 – Administration of Agreement

31.01

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

Establish a BCA and Local 203 Liaison Committee for more frequent meetings.

2) Enable 'Master Portion' items in Local 555 and 73

3) Advance notification of Union Dues changes (one month notice) to allow sufficient time for payroll notification and implementation.

Liaison Committee Discussion Items:

-Establishing an *Expense Reimbursement Policy* for members who have completed Core Safety Training

-Boilermaker total Health Program (BtH)

-BCA Appointed A&T Trustees – Discussion with Union prior to appointment – Articles 27.04 & 28.03

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

AGREEMENT

BETWEEN:

THE BOILERMAKER CONTRACTORS' ASSOCIATION

("BCA")

-And-

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

("IBB")

WHEREAS during the 2013 round of bargaining the BCA and the IBB saw a need to have an additional level of governance and oversight for the local Apprenticeship and Educational Training Trust Funds;

AND WHEREAS as a result the BCA and the IBB agreed to add new governance and oversight language to Articles 27.00 Apprentices and Apprenticeship Fund and Article 28.00 Educational Training Fund during the last round of bargaining;

AND WHEREAS the IBB now stated this new governance and oversight language is not typical collective bargaining agreement language and is more appropriately suited as Trust Fund Agreement language;

AND WHEREAS the IBB has also stated that during the term of this agreement this new governance language has caused some dissention between the locals and the NTTF, real or perceived;

AND WHEREAS both parties agree that there is benefit to maintain governance and oversight language in some format.

AND WHEREAS the Trust Fund Agreements are by and between the BCA and IBB as Settlers of the Trust and can only be amended by mutual agreement of the joint parties;

AND WHEREAS suggested amendments to the Trust Fund Agreement are not a collective bargaining matter;

THEREFORE BE IT RESOLVED that the parties agree as follows:

1. The parties agree to enable the agreement and amend the NTTF language in Articles 27.00 and 28.00 subject to the following being completed;

B.C.A. / BOILERMAKER LOCAL 203 – MEMORANDUM OF AGREEMENT

2. The BCA Executive and the IBB as Settlers of the Trusts will meet within the next 60 days with the objective of reaching mutual agreement on the revised Trust Documents provided by the IBB.
3. Upon completion of #2 the BCA will have the revisions vetted by their counsel.
4. The BCA and the IBB will have their respective appointed trustees sign the Acceptance of Trusteeship for the new Trust Agreements.
5. Upon completion of # 4 locals 146, 555, 128, 73 and 203 the parties will enable to the collective bargaining agreement to amend the NTTF language in Articles 27.00 and 28.00
6. Any dispute with respect to this Agreement will be dealt with pursuant to the arbitration provisions of the collective agreement between the BCA and IBB.

Dated at Toronto this 20th day of April, 2016

For the BCA

For the IBB

SIGNATURE ON FILE

SIGNATURE ON FILE

Marty Albright
Chair

Joseph Maloney
International Vice President