



July 14, 2016

IMPORTANT NOTICE
ONTARIO (IBB LOCAL 128)
MEMORANDUM OF AGREEMENT (ATTACHED)

The Boilermaker Contractors' Association (BCA) and the International Brotherhood of Boilermakers Local Lodge 128 (Ontario) have reached a settlement, as previously communicated.

Attached is the Memorandum of Agreement for Ontario (Local 128) which details the article amendments from the negotiated settlement.

The Collective Agreement is currently being prepared and will be posted to the BCA website in the upcoming weeks.

The Ontario (Local 128) Wage & Benefit Schedule was previously distributed (April 29, 2016) and is available on our website (<http://www.bcacanada.ca/bca-negotiated-agreements-ontario>) - under the '*Current Wage & Benefit Schedule*' header.

Should you have any questions please contact the BCA Office at (905) 684-2244.

PLEASE ENSURE YOUR PAYROLL DEPARTMENT IS NOTIFIED

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 128**

(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 ONTARIO**

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

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

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

B.C.A. / BOILERMAKER LOCAL 128 – MEMORANDUM OF AGREEMENT

Dated at Toronto this 21st day of April 2016.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

John Petronski
Business Manager/Secretary Treasurer
International Brotherhood of Boilermakers

Marty Albright
Chairman
BCA Multi Provincial Board of Directors

SIGNATURE ON FILE

SIGNATURE ON FILE

Joseph Maloney
International Vice President
International Brotherhood of Boilermakers

Styve Dumouchel
Vice Chairman
BCA Multi Provincial Board of Directors

B.C.A. / BOILERMAKER LOCAL 128 – MEMORANDUM OF AGREEMENT

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

Effective **May 8, 2016 to April 30, 2019** in the province of Ontario for Local Lodge 128.

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 Ontario 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 21st, 2016** for Ontario forms part of this Agreement. Additional Memoranda of Agreement specific to the **province of Ontario** shall be referred to in **the Ontario** Appendix.

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

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

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

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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

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 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

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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.

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.

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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.

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.

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ARTICLE 16.00 - OVERTIME

Amend Article 16.00 to read:

16.00

Overtime shall be defined in the Appendix for the Applicable Province.

Move the following paragraph to the Appendix as Article 16.01 (d)

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.

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.

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ARTICLE 27.00 – APPRENTICES AND APPRENTICESHIP FUND

Amend Article 27.01 to read:

27.01

In the Province of Ontario: 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 Ontario** and the parties hereto agree to observe all provisions of the said Act.

Amend Article 27.04 to read:

27.04

The Apprenticeship Fund of Local Lodge 128 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 trustee Trust Documents.**

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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 **Ontario** Provincial Appendix attached hereto, to the Apprenticeship Fund for all hours worked, 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 **Ontario** Provincial Appendix attached hereto, to the Educational Training Fund for all hours worked, 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.**

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, **2019** 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.

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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**

APPENDIX - ONTARIO

ARTICLE 14.00 – HOURS OF WORK

Amend Article 14.02 to read:

14.02 Compressed Work Week:

a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

c) Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

Work performed on Friday, Saturday, Sunday or recognized holidays shall be paid at double (2) the regular hourly rate.

A minimum of forty (40) hours is required to implement the compressed work week schedule.

d) Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on the make-up day will be on a voluntary basis. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing.

This only applies to standard forty (40) hour compressed work weeks.

ARTICLE 16.00 - OVERTIME

Amend Article 16.01 to include bullet (d) to read:

d) 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.

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ARTICLE 18.00 – WAITING AND REPORTING TIME

Amend Article 18.02 to read:

18.02

When an employee is instructed to report for work, but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

- a) If an employee is not placed to work, they shall be entitled to a minimum of two (2) hours of pay at the applicable rate of pay or the actual waiting time, whichever is greater, provided such employee consents, if requested, to perform available work not affected by the weather.
- b) If an employee is placed to work, either initially or after a waiting period, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.
- c) If an employee is required to stay beyond the regular lunch break period, they shall be entitled to **the actual waiting and working time** at the applicable rate of pay.

The decision and instructions to start or cease waiting or working shall be made by the Employer. Any employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimums.

Amend Article 18.03 to read:

18.03

In the event a lack of work is due to a situation under the control of the Employer, the following shall apply:

- a) If an employee reports but is not placed to work, they shall be entitled to a minimum of **two (2)** hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.
- b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of **two (2)** hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to **the actual waiting and working time** at the applicable rate of pay.

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Amend Article 18.06 to read:

18.06

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. **Employees who have qualified for subsistence will be entitled to the applicable subsistence allowance for days lost.** On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at their option, be entitled to a layoff.

ARTICLE 19.00 – TRAVELLING EXPENSES

Amend Article 19.01 (NEW Bullet d) to read:

19.01

d) Effective January 1, 2017 - If the Union is unable to supply Boilermakers from the local hiring hall and the Union dispatches from another Out-of-Work list and the member dispatched maintains a primary residence that is greater than one hundred and fifty (150) road kilometres from the jobsite then that member shall receive initial and return travel and shall be paid all conditions thereafter as per Articles 19 and 20.

In order to qualify for the Travel Allowance under Article 19.01 (d) the member will have to supply the following information at the time of hire.

One (1) of the following pieces of information: Mortgage Statement or Tax Notice/Bill or Lease Agreement.

Plus one of the following recent pieces of information: Cable, Hydro, water or Gas Bill

The name of the member and current address must be clearly indicated on the documentation provided.

Note: If the member is married and the required documentation is in the spouses' name, a copy of the marriage certificate must be provided. If the member is living common-law and the documentation is in the common-law spouses' name, a sworn affidavit stating the members' common-law status must be provided.

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ARTICLE 20.00 – SUBSISTENCE ALLOWANCE

The parties agree that the following provision applies to short term high density shutdown work and every available qualified local area worker will be given the opportunity for referral before the order gets referred to another Boilermaker union office outside of the Sarnia area. Also be advised that any Boilermaker referred under this provision will have all job ready dispatch safety requirements as stipulated in the collective agreement.

Amend Article 20.02 to read:

20.02

For employees supplied or obtained from other sources, entitlement to subsistence allowance shall be as follows:

a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.

b) In other cases, where the Union supplies workers from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.

c) Where the Employer obtains or supplies workers from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless they are required to maintain temporary living quarters away from their permanent residence.

d) Effective January 1, 2017 - If the Union is unable to supply Boilermakers from the local hiring hall and the Union dispatches from another Out-of-Work list and the member dispatched maintains a primary residence that is greater than one hundred and fifty (150) road kilometers from the jobsite then that member shall receive daily subsistence per day worked.

In order to qualify for the Subsistence Allowance under Article 20.02 (d) the member will have to supply the following information at the time of hire.

One (1) of the following pieces of information: Mortgage Statement or Tax Notice/Bill or Lease Agreement.

Plus one of the following recent pieces of information: Cable, Hydro, water or Gas Bill

The name of the member and current address must be clearly indicated on the documentation provided.

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Note: If the member is married and the required documentation is in the spouses' name, a copy of the marriage certificate must be provided. If the member is living common-law and the documentation is in the common-law spouses' name, a sworn affidavit stating the members' common-law status must be provided.

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, **2019** 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:

Wage Package Increases:

Effective:

May 8, 2016	1.25% on the Total Wage Package
May 7, 2017 (1st Sunday in May)	1.25% on the Total Wage Package
May 6, 2018 (1st Sunday in May)	1.25% on the Total Wage Package

Remove/Delete Helper Classification from Appendix "E" – Ontario Wage & Benefit Schedule

Job Ready Dispatch Member Training Expense Reimbursement

Effective May 8, 2016 - \$0.15 Employer Contribution to provide for Job Ready Dispatch Member Training Expense Reimbursements. (Sunset April 30th, 2019 – Subject to review and discussion at that time.)

Expense Reimbursement Terms developed and managed by the Local 128 Apprenticeship & Training Trustees.

To be included as an addendum to the Local 128 Apprenticeship & Training Trust Fund document.

See Appendix "E" – Ontario Wage & Benefit Schedule (page 20 & 21 of MoA)

B.C.A. / BOILERMAKER LOCAL 128 – MEMORANDUM OF AGREEMENT

**BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 128)**

APPENDIX "E": ONTARIO WAGE AND BENEFIT SCHEDULE

(REVISED TO INCORPORATE 2016 WAGE ADJUSTMENT - EFFECTIVE MAY 8, 2016)

Classification	Effective Date	Hourly Wage Rate	Vacation Pay 9%	Statutory Holiday Pay 3%	Employer Contributions (Outside the Total Wage Package)							Total Wage Package	Employee Deduction			
					(A) Health & Welfare	(A) Pension (1)	(A) Union Promotion	(A) Educational Training	(A) Apprenticeship	(A) National Training (3)	(A) Educational Training (4)		(A) Administration & Workforce Planning (6)	(A) De Novo (\$0.04 = \$0.02 from Employer + \$0.02 from Employee)	Total Cost	(B) Helmets to Hardhats (H2H) (5)
General Foreperson	May 8, 2016	48.20	4.34	1.45	2.25	8.74	0.39	0.38	0.08	0.36	66.19	0.45	0.31	0.04	66.99	0.01
	May 7, 2017	48.85	4.40	1.47	2.25	8.74	0.39	0.38	0.08	0.36	66.92	0.45	0.31	0.04	67.72	0.01
	May 6, 2018	49.51	4.46	1.49	2.25	8.74	0.39	0.38	0.08	0.36	67.66	0.45	0.31	0.04	68.46	0.01
Foreperson	May 8, 2016	46.20	4.16	1.39	2.25	8.74	0.39	0.38	0.08	0.36	63.95	0.45	0.31	0.04	64.75	0.01
	May 7, 2017	46.85	4.22	1.41	2.25	8.74	0.39	0.38	0.08	0.36	64.68	0.45	0.31	0.04	65.48	0.01
	May 6, 2018	47.51	4.28	1.43	2.25	8.74	0.39	0.38	0.08	0.36	65.42	0.45	0.31	0.04	66.22	0.01
Assistant Foreperson	May 8, 2016	43.20	3.89	1.30	2.25	8.74	0.39	0.38	0.08	0.36	60.59	0.45	0.31	0.04	61.39	0.01
	May 7, 2017	43.85	3.95	1.32	2.25	8.74	0.39	0.38	0.08	0.36	61.32	0.45	0.31	0.04	62.12	0.01
	May 6, 2018	44.51	4.01	1.34	2.25	8.74	0.39	0.38	0.08	0.36	62.06	0.45	0.31	0.04	62.86	0.01
Journeyperson	May 8, 2016	41.20	3.71	1.24	2.25	8.74	0.39	0.38	0.08	0.36	58.35	0.45	0.31	0.04	59.15	0.01
	May 7, 2017	41.85	3.77	1.26	2.25	8.74	0.39	0.38	0.08	0.36	59.08	0.45	0.31	0.04	59.88	0.01
	May 6, 2018	42.51	3.83	1.28	2.25	8.74	0.39	0.38	0.08	0.36	59.82	0.45	0.31	0.04	60.62	0.01
4th Year Apprentice (2) (90%)	May 8, 2016	36.88	3.32	1.11	2.25	8.74	0.39	0.38	0.08	0.36	53.51	0.45	0.31	0.04	54.31	0.01
	May 7, 2017	37.47	3.37	1.12	2.25	8.74	0.39	0.38	0.08	0.36	54.16	0.45	0.31	0.04	54.96	0.01
	May 6, 2018	38.06	3.43	1.14	2.25	8.74	0.39	0.38	0.08	0.36	54.83	0.45	0.31	0.04	55.63	0.01
3rd Year Apprentice (2) (80%)	May 8, 2016	32.56	2.93	0.98	2.25	8.74	0.39	0.38	0.08	0.36	48.67	0.45	0.31	0.04	49.47	0.01
	May 7, 2017	33.08	2.98	0.99	2.25	8.74	0.39	0.38	0.08	0.36	49.25	0.45	0.31	0.04	50.05	0.01
	May 6, 2018	33.61	3.02	1.01	2.25	8.74	0.39	0.38	0.08	0.36	49.84	0.45	0.31	0.04	50.64	0.01
2nd Year Apprentice (2) (70%)	May 8, 2016	28.24	2.54	0.85	2.25	8.74	0.39	0.38	0.08	0.36	43.83	0.45	0.31	0.04	44.63	0.01
	May 7, 2017	28.70	2.58	0.86	2.25	8.74	0.39	0.38	0.08	0.36	44.34	0.45	0.31	0.04	45.14	0.01
	May 6, 2018	29.16	2.62	0.87	2.25	8.74	0.39	0.38	0.08	0.36	44.85	0.45	0.31	0.04	45.65	0.01
1st Year Apprentice (2) (60%)	May 8, 2016	23.92	2.15	0.72	2.25	8.74	0.39	0.38	0.08	0.36	38.99	0.45	0.31	0.04	39.79	0.01
	May 7, 2017	24.31	2.19	0.73	2.25	8.74	0.39	0.38	0.08	0.36	39.43	0.45	0.31	0.04	40.23	0.01
	May 6, 2018	24.71	2.22	0.74	2.25	8.74	0.39	0.38	0.08	0.36	39.87	0.45	0.31	0.04	40.67	0.01

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

B.C.A. / BOILERMAKER LOCAL 128 – MEMORANDUM OF AGREEMENT

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 128)

APPENDIX "E": ONTARIO
WAGE AND BENEFIT SCHEDULE

(REVISED TO INCORPORATE 2016 WAGE ADJUSTMENT - EFFECTIVE MAY 8, 2016)

Effective Date	May 8, 2016	May 7 2017	May 6 2018
Hours of Work	8	8	8
	(See Article 14.00)		
Shift Premium			
2nd Shift	1 1/5	1 1/5	1 1/5
3rd Shift	1 1/5	1 1/5	1 1/5
Overtime	2	2	2
Transportation Rate	0.54	Per CRA Rate	Per CRA Rate
<u>Subsistence</u>			
Southern Ontario	\$119 / Day Worked	\$119 / Day Worked	\$119 / Day Worked
	(Toronto, Sarnia, Hamilton, Kingston Out of Work List Areas)		
<u>Subsistence</u>			
Northern Ontario	\$125 / Day Worked	\$125 / Day Worked	\$125 / Day Worked
	(Winnipeg, Thunder Bay, Sudbury Out of Work List Areas)		

<u>Summary of Contributions contained in National Training Column (on page 1)</u>	
National Training (NTTF)	\$0.10
Common Arc	\$0.10
<u>IBB/Union Funds</u>	
National Organizing	\$0.04
National Health & Safety	\$0.05
Union Promotion	\$0.03
National Marketing	\$0.04

FOOTNOTES:

- (1) Pension contribution is comprised of two components, a Basic Pension Deduction and a "Special Funding Contribution" of \$2.24. The "Special Funding Contribution" was previously \$3.24 (from 2010 to May 2, 2015).
- (2) Rates for First, Second & Third year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution (SFC)" for the Pension Plan. Due to the SFC, Apprentice rates are not a straight percentage of the Journeyman Wage Rate.
- (3) See above for breakdown of National Training.
- (4) (a) Effective June 23, 2013, the Educational Training Fund increased by \$0.30 for the province of Ontario. This increase is outside the total wage package until April 30, 2019.
(b) Effective May 8, 2016, the Educational Training Fund will increase by an additional \$0.15 for the province of Ontario to provide for training expense reimbursements. Effective April 30, 2019, this additional \$0.15 to Educational Training (outside the total wage package) will be sun-setted and subject to review and discussion at that time.
- (5) Effective June 23, 2013, \$0.01/hour worked will be deducted from each employee and will be directed to Helmets to Hardhats (H2H). This employee deduction can be remitted to the BCA/IBB Administrator (Boilermaker National Benefit Funds).
- (6) Effective May 6, 2012, a contribution of \$0.05/hour, directed to the BCA to provide for a Resource Manager/Workforce Planning.

NOTES

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

(A) = Based on Hours Earned
(B) = Based on Hours Worked

B.C.A. / BOILERMAKER LOCAL 128 – 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 128 – 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 21, 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 – 3 Years (May 8, 2016 to April 30, 2019)

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*

4th Year – **90%**
3rd Year – **80%**
2nd Year – **70%**
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 128 – 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 128
(hereinafter referred to as the “Local Lodge”)

AND

THE BOILERMAKER CONTRACTORS’ ASSOCIATION

Including

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

Governing Wages and Working Conditions on all Field Construction Work in Ontario.

The **agreement** will expire on April 30, **2019**.

B.C.A. / BOILERMAKER LOCAL 128 – 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 128 – 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 128 – 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 128 – 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

B.C.A. / BOILERMAKER LOCAL 128 – MEMORANDUM OF AGREEMENT

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 128 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:

-If Boilermaker Local Lodge 128 are successful in developing a computerized "Post In" dispatch system, they would require the Contractors to give the dispatch office seventy two (72) hours' notice of a job order unless in the event of an emergency

-Creating a standardized *Job Manpower Request Form* to coincide with the dispatch system and referral slip

-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 128 – 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 128 – 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