



**Letter of Understanding "A"**  
**Between**



**Boilermaker Contractors' Association of British Columbia**  
**And**  
**International Brotherhood of Boilermakers, Local Lodge 359**

It is jointly agreed that this Letter of Understanding shall form part of the Collective Agreement between the parties and that this agreement does not diminish any rights that the Employer, the employees or the Union have under the Collective Agreement.

In accordance with Article 26.00 – Enabling Clause, the parties agree to the following amendments to the existing BCA and IBB, Local Lodge 359 Collective Agreement, notwithstanding that all past, present and future Project Labour Agreements, Special Needs Agreements, Letters of Understanding or any other agreements negotiated prior to the expiration of the existing BCA and IBB, Local Lodge 359 Collective Agreement shall be bound by the terms of the un-enabled Wage Appendix A:

**Amend Article 3.07(a) paragraph 3 to read:**

**Journeyman Crew Requirements**

TOTAL	EMPLOYER	UNION
One	---	One
Two	One	One
Three	Two	One
Four	Two	Two
Five	Two	Three
Six	Two	Four
Seven	Three	Four
Eight	Three	Five
Nine	Three	Six
Ten	Three	Seven
Eleven	Four	Seven
Twelve	Four	Eight
Thirteen	Four	Nine
Fourteen	Four	Ten
Fifteen	Five	Ten
Sixteen	Five	Eleven
Seventeen	Five	Twelve
Eighteen	Five	Thirteen
Nineteen	Five	Fourteen
Twenty	Five	Fifteen

**Amend Article 2.08 to read:**

When a tool crib is established by an Employer on a job in which their work is predominantly Boilermaker jurisdiction, and an attendant is required, they shall be a member of the Union. **The Employer must make every attempt to first hire attendants from the Unions out of work Tool Crib list and not simply appoint an attendant from the dispatched crew. Once the Unions out of work Tool Crib list is exhausted then the employer is free to appoint an attendant from the existing crew.** The necessity of a tool crib and/or an attendant will be determined by the Employer.

**Amend Article 4.04 to add as paragraph 4:**

Employees subject to lay off shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication.

**Amend Article 7.02 to read:**

Where job and climatic conditions warrant, the Employer shall provide clean and adequately-heated lunch and change room with benches and tables. Where practical, a separate change area shall be provided. The Contractor will advise the Union when conditions do not permit a separate change area. **A refrigerator and microwave oven will be provided on all projects.** Areas required for eating and changing shall be kept free of tool and equipment. Personal effects of the employees shall be covered by fire insurance up to the amount of four hundred dollars (\$400.00) in each individual case, such insurance to be paid by the Employer.

**Amend Article 7.08 to read:**

The parties agree that the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy will apply on all work sites. **All employees in the bargaining unit subject to pre-access Drug and Alcohol testing or ongoing return to work tests only will be paid one (1) hour pay at regular rate, this amount is to be paid on the first pay period for a successful test. This clause may be waived by the Business Manager.**

**Amend Article 14.03 to add as paragraph 3:**

An employee shall not be required to work during their regular scheduled rest or work (coffee) break except in emergency or special circumstances, in which case, they will receive a reassigned rest or work (coffee) break. If this break falls outside the regular rest or work (coffee) break established on the job, they shall receive an additional allowance of ten (10) or fifteen (15) minutes pay at straight time rates which shall be in addition to their regular straight time hours.

**Amend Article 16.01(d) to add as paragraph 2:**

In circumstances when a Recognized Holiday falls within a compressed work week and whereby less than 40 hours (4 – 10's) are worked within that compressed work week, all hours worked beyond 8 hours per day for each day worked within the short week shall be paid at the appropriate over time rates as stated in Article 16.01 (a).

**Amend Article 19.01(c)(vi) to add as paragraph 2:**

**Failure to pay initial and final travel expenses within the prescribed time limit shall cause a penalty of twenty dollars (\$20.00) per day, per affected employee, to be added to the initial and final expense. However, it is recognized that there may be extenuating circumstances making it impractical for the Employer to comply with this provision and in that case, the Business Manager shall be empowered to waive the employee's right to grieve.**

**Amend Article 20.02(b) paragraph 6 to read:**

No other costs will be borne by the Employer for Employees choosing the LOA option. The parties further agree that the living out allowance on option (a) will increase to one-hundred and forty dollars (\$140.00) per day effective May 3, 2015, one-hundred and forty-five dollars (\$145.00) per day effective May 7, 2017 and one-hundred and fifty dollars (\$150.00) per day effective May 5, 2019. The meal allowance on option (b) will increase to sixty five dollars (\$65.00) per day effective the first Sunday of the month following the signing of this Letter of Understanding and sixty seven dollars and fifty cents (\$67.50) per day effective May 6, 2018.

At the conclusion of the current 2014 – 2020 Collective Agreement between the parties, all terms and conditions listed herein shall form a permanent part of this current Collective Agreement.

**Wages Appendix Amendments:**

May 7, 2017 - \$0.00 Increase on Total Wage Package  
May 6, 2018 - \$0.90 Increase on Total Wage Package  
May 5, 2019 - \$0.90 Increase on Total Wage Package  
May 3, 2020 - \$1.80 Increase on Total Wage Package (subject to wage review in January 2020 by both parties taking into consideration market conditions)

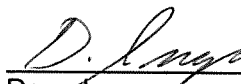
The Wage schedules will be revised following the signing of the Letter of Understanding by both Parties.

Dated this 6<sup>th</sup> day of March, 2017 at Vancouver, British Columbia

Signed on behalf of:  
BOILERMAKER CONTRACTORS'  
ASSOCIATION OF BRITISH COLUMBIA



Sara Scott  
Executive Director



Dave Ingram  
Chair

Signed on behalf of:  
THE INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS,  
LODGE 359 (A.F.L. – C.I.O.)



Martin Nicholson  
Business Manager/Secretary-Treasurer