

# 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 73**

*(hereinafter referred to as the "Local Lodge")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION  
ON ITS OWN BEHALF AND ON BEHALF OF**

**THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NEW BRUNSWICK  
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NOVA SCOTIA  
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF  
PRINCE EDWARD ISLAND**

*(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 Appendices for New Brunswick, Nova Scotia and Prince Edward Island that expire on June 30, 2018

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

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

Dated at Moncton this 5<sup>th</sup> day of July 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

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David Noel  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Local Lodge 73

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Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

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SIGNATURE ON FILE

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Kent Oliver  
International Representative  
International Brotherhood of Boilermakers

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Styve Dumouchel  
Multi Provincial Board Chair  
Boilermaker Contractors' Association

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

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

Effective **the first Sunday 3 weeks following successful ratification to June 30, 2021** in the Provinces of New Brunswick, Nova Scotia and Prince Edward Island for Local Lodge 73.

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 **Provinces of New Brunswick, Nova Scotia, and Prince Edward Island** 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 **July 5, 2018** for **New Brunswick, Nova Scotia, and Prince Edward Island** forms part of this Agreement. Additional Memoranda of Agreement specific to the **Provinces of New Brunswick, Nova Scotia, and Prince Edward Island** shall be referred to in the 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.

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

### **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, **layoff**, 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/**Secretary-Treasurer** 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.

**Delete existing Article 3.07.**

**Re-number existing Article 3.08 to 3.07.**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**Amend renumbered Article 3.07 to read:**

### **3.07 Management Rights**

**a)** The Employer and Union agree that there will be a uniform application of the transfer provisions in all **Local Lodges**.

**b)** 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.

**c)** 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 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.**

**Renumber existing Articles (4.03 to 4.08)**

**Amend existing Article 4.07 to read:**

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

### 4.07

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- a) the non-members **and retirees**;
- c) the travel card members from other Local Lodges;
- d) the members of the Local Lodge in whose jurisdiction the work is being performed.

Except that:

- (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
- (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

### **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 **fifteen (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.

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

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) Effective July 1, 2019: Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.

**Add NEW Article 7.04 to read:**

**Effective July 1, 2019, Employees shall report for work equipped with prescription lens inserts for full face respirators where applicable.**

**Renumber existing Articles (7.04 to 7.08)**

**Amend existing Article 7.06 to read:**

### **7.06**

Delete – 'Effective May 1, 2014'

(a) 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.**

**Add NEW 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.**

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

**Amend existing Article 7.08 to read:**

### **7.08**

The Parties agree to adopt the **October 8, 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 **four (4) 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 they 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



## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

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 13.00 – ARBITRATION**

**Amend Article 13.02 to read:**

#### **13.02**

When either Party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other Party to this Agreement, with a copy to the Boilermaker Contractors' Association. **Within (10) working days of the receipt of notice to proceed to Arbitration the Parties to the grievance will agree on a mutually acceptable Arbitrator. If the Parties are unable to agree on an Arbitrator the matter can be referred to the Minister for the appointment of an Arbitrator.**

**Delete Article 13.03 – The International Vice Presidents together with the Boilermaker Contractors' Association will establish a list of acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list. Renumber existing Articles (13.04 to 13.06)**

### **ARTICLE 16.00 - OVERTIME**

**Amend Article 16.00 to read:**

#### **16.00**

Overtime shall be defined in the Appendix.

**Delete – 'Effective January 1, 2014'**

**Move the following paragraph to the New Brunswick, Nova Scotia, and Prince Edward Island 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.

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

### **ARTICLE 17.00 – RECOGNIZED HOLIDAYS**

#### **17.03**

**Delete: all reference to other Provinces and amend Article 17.03 to read:**

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

#### **New Brunswick**

New Brunswick Day

#### **Nova Scotia, Prince Edward Island**

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

**Amend Article 17.05 to read:**

#### **17.05**

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the next scheduled work day, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the next two **(2)** scheduled work days will be observed as Christmas Day and Boxing Day.

**Delete – Where a Recognized Holiday falls on a weekday that is regularly a scheduled day off, the following schedule weekday workday will be observed in lieu thereof, unless otherwise mutually agreed.**

**Add: Statutory Holidays (Monday through Friday) will be observed on the day that they fall.**

### **ARTICLE 20.00 – SUBSISTENCE ALLOWANCE**

**Amend Article 20.00 to read:**

#### **20.00**

If an employee chooses to leave before the completion of the shift without the consent of the employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the employer they will be paid a full day of subsistence if at least half the shift is worked and half a day of subsistence if less than half a shift is worked.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day is due to a **bona fide** illness or absence due to compassionate grounds satisfactory to the Company and the Union.

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

Points of entry for Local Lodge 73 have been established and agreed to as follows: Edmundston, Sydney, Campbellton and St. Stephen. The Boilermaker Contractors' Association has established guidelines for what constitutes a verifiable receipt. See Attachment "Acceptable Receipt for Subsistence Reimbursement" at the end of the Collective Agreement.

Alternatively, the Employer and Business Manager/Secretary-Treasurer may establish a mutually agreed fixed allowance **per day worked**.

### **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 1, 2018 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.

### **ARTICLE 27.00 – APPRENTICES AND APPRENTICESHIP FUND**

**Amend Article 27.01 to read:**

#### **27.01**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

In the Provinces of **New Brunswick, Nova Scotia, and Prince Edward Island**: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeyman(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 Journeyman(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 Journeyman 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 Provinces of **New Brunswick, Nova Scotia, and Prince Edward Island** 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 73 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 27.05 to read:**

#### **27.05**

**The Parties acknowledge the formation of a National Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees.**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**The Parties agree to abide by the Articles of the Agreement and Declaration of Trust for the Boilermakers' Apprenticeship Trust Fund for the Provinces of New Brunswick, Nova Scotia, and Prince Edward Island dated April 20, 2017.**

**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 **New Brunswick, Nova Scotia, and Prince Edward** Island 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.

## **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 **New Brunswick, Nova Scotia, and Prince Edward Island** 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.

**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.**

**Amend Article 28.04 to read:**

### **28.04**

**The Parties acknowledge the formation of a Jointly Trusted National Apprenticeship and Educational Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Educational Training Fund trustees.**

**The Parties agree to abide by Articles of the Agreement and Declaration of Trust for the Boilermakers' National Education and Training Trust Fund for the**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**Provinces of New Brunswick, Nova Scotia, and Prince Edward Island dated April 20, 2017.**

**The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the New Brunswick, Nova Scotia, and Prince Edward Island Provincial Appendix attached hereto, to the Boilermakers' National Education and Training Trust 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.**

### **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 31.01 – ADMINISTRATION OF AGREEMENT**

**Amend Article 31.01 to read:**

#### **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 **establish a Liaison Committee for Local Lodge 73** to meet at least twice a year **or as required** for the purpose of discussing mutual problems and matters of interest.

### **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 **New Brunswick, Nova Scotia and Prince Edward Island 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 **hereto**.

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**Amend Article 32.02 to read:**

**32.02**

This Master Portion of the Agreement shall remain in force and effect until June 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.

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

Amend Tank Letter to read:

### Letter #3

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

#### Letter #3 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.
- (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



**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

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

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

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

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**Add NEW Letter #5 to read:**

**Letter #5**

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

**The Union and the Employers have agreed to the following Letter of Understanding for the performance of work on sites that are traditionally not covered under the Boilermakers and Boilermaker Contractors' Association Agreement.**

**The Union and the Contractor agree to discuss the jobsite requirements prior to the bidding process. If necessary, the Collective Agreement may be amended for the mutual benefit of both parties in accordance with Article 35.00 Enabling.**

Dated at Moncton this 5<sup>th</sup> day of July 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

\_\_\_\_\_  
David Noel  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Local Lodge 73

\_\_\_\_\_  
Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

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Kent Oliver  
International Representative  
International Brotherhood of Boilermakers

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Styve Dumouchel  
Multi Provincial Board Chair  
Boilermaker Contractors' Association

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**APPENDIX – NEW BRUNSWICK, NOVA SCOTIA AND PRINCE EDWARD ISLAND**

**ARTICLE 1.00 – PURPOSE**

**Amend Article 1.01 to read:**

**1.01**

The Parties agree that the Memorandum of Agreement dated **July 5, 2018** forms part of this Agreement.

**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/**Secretary-Treasurer** 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/**Secretary-Treasurer** 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 Saturday, Sunday or **Recognized Holidays** shall be paid at double (2) the regular hourly rate.

**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 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. All time worked on a make-up day will be at the employee's choice. This only applies to standard forty (40) hour compressed work weeks.**

**Amend Article 14.05 to read:**

**14.05**

**a) Two rest or coffee breaks of 10 minutes each shall be established by the Employer on each 8 hour shift. If overtime is to follow the regular 8 hour work shift, a further 10 minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled 10 hour work day is established**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

the rest or coffee breaks may be either three breaks of 10 minutes each, (described above) or two breaks of 15 minutes each.

**b) On a 10 hour schedule a two thirty-minute break schedule may be used. Using this schedule both half hour breaks will be paid at the applicable rate of pay.**

**Add NEW Article 14.07 to read:**

**In the event of the death of an immediate family member, if notified during work hours, the member shall be entitled to leave the worksite and be paid for the remaining hours for the shift.**

### **ARTICLE 16.00 – OVERTIME**

**Amend Article 16.01 to read (delete b) and include in a)):**

#### **16.01**

a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays, or Recognized Holidays, they shall be paid overtime at double (2) time rates.

b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.

c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.

**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 18.00 – WAITING AND REPORTING TIME**

**Amend Article 18.02 to read:**

#### **18.02**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

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 **or actual time worked** at the applicable rate of pay or the actual waiting and working time, whichever is greater.

### **Delete current clause (c)**

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.

## **ARTICLE 19.00 – TRAVELLING EXPENSES**

**Delete all reference to travel time.**

**Amend Article 19.02 to read:**

### **19.02**

When an employee is instructed to report to or leaves a job location which necessitates transportation, they shall be entitled to the transportation or travel expense.

If location and circumstances require the employee to travel overnight or on the day preceding their first working day, **or the day following their last day worked for employees working a night shift**, the travel expense may also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day **or the day following their last day worked for employees working a night shift, with the proper documentation.**

Transportation costs will normally be based on the employee using their own automobile. They shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometre (road).

Payment of subsistence allowance for the preceding day as outlined in the foregoing paragraphs shall supersede, and not be in addition to, any subsistence allowance for those days as may be otherwise prescribed in Article 20.00.

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

The entitlement to Subsistence Allowance is measured from the employee's permanent residence to the project where it is in excess of 150 road kilometres and where substantiated by verifiable proof that used accommodation the preceding day (i.e. receipt or registration verification).

The employee's entitlement to the foregoing travel expense, when applicable, shall be subject to the conditions in Articles 19.03 to 19.05 inclusive.

### **Amend Article 19.03 to read:**

a) An employee shall qualify for travel expense one way, from point of hiring to the job, on the completion of fifteen (15) calendar days employment, and shall receive payment for such expense on the pay day corresponding to the pay period during which they qualified.

b) An employee shall qualify for return travel expense, from the job to the point of hiring, on the completion of thirty (30) calendar days employment and shall receive payment for such expense on the pay day corresponding to the pay period during which they qualified.

c) An employee shall also be entitled to return travel expenses:

(i) if they have been laid off;

(ii) if the job has been completed;

(iii) if they have been granted permission by the Employer to leave before completion.

### **Amend Article 19.04 to read:**

If their employment is terminated for just cause, or the employee leaves of their own accord before having qualified for travelling expenses to and/or from the job, they shall not be entitled to receive the cost of such travel expenses.

### **Amend Article 19.05 to read:**

After qualifying for return transportation, if the employee voluntarily terminates their employment they will not be entitled to qualify for transportation for any subsequent trips to that job unless at least fifteen (15) working days have expired between their terminating and their return, except in special cases satisfactory to the Union and the Employer.

## **ARTICLE 20.00 – SUBSISTENCE ALLOWANCE**

### **Amend Article 20.01 to read:**

## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

### **20.01**

Employees who are members of the Local Lodge and who are working on projects in that Lodge area shall receive a subsistence allowance under the following circumstances:

- a) An employee's entitlement to subsistence will be governed by the provisions of Article 19.01 and submission of the Application for Subsistence form properly completed and signed confirmation by the Employee and the Union Business Manager/Designee. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.
- b) The employee's permanent residence and their entitlement to subsistence allowance for any project shall be that existing at the time of dispatch to the project.
- c) The Union will give preference to dispatching employees whose permanent address is in the job area, when they are available and qualified.

**Add NEW clause d) to read:**

**d) In order to qualify for the subsistence allowance under Article 20.01, the member will have to supply the following information at the time of hire.**

**One (1) of the following pieces of information: Mortgage Statement, Tax Notification / Bill, Lease Agreement, or Cellular Telephone Bill.**

**Plus one (1) of the following recent pieces of information: Cable, Hydro, Water, or Gas Bill, Credit Card Bill, Bank Statement, Investment Statement, Home Insurance Certificate, Automobile Insurance Certificate, Current Driver's License, Document from the Canada Revenue Agency (CRA), Employment Insurance (EI) Benefits Statement, or Document from a Provincial or Federal Department or Agency.**

**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.**

**If any Boilermaker hired on does not submit the proper documentation upon their date of hire, they will be considered a local resident and no back pay will be afforded. If the proof of residency is provided at a later date other than their start date by the worker, it is agreed that the subsistence allowance would commence the day of proof of residency documentation was received going**

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

forward. Any further issues regarding Boilermaker's not submitting proper documentation upon hire on will not be pursued.

### 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 June 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:

##### **Wage Package Increases:**

<b>Effective:</b>	<b>New Brunswick</b>	<b>Nova Scotia and Prince Edward Island</b>
2018	<b>\$0.00</b>	<b>\$0.00</b>
2019	<b>\$0.00</b>	<b>\$0.00</b>
July 5, 2020	<b>\$0.50</b>	<b>\$0.25</b>

##### **Remove/Delete Helper Classification from Appendix – Wage & Benefit Schedule(s)**

##### **Subsistence Allowance:**

<b>Effective:</b>	<b>New Brunswick</b>	<b>Nova Scotia and Prince Edward Island</b>
2018 - First Sunday, Three weeks following successful ratification	Increase by <b>\$4.00</b> to <b>\$109.00</b> / Day Worked	Increase by <b>\$3.00</b> to <b>\$123.00</b> / Day Worked
July 7, 2019	Increase by <b>\$4.00</b> to <b>\$113.00</b> / Day Worked	Increase by <b>\$3.00</b> to <b>\$126.00</b> / Day Worked
July 5, 2020	Increase by <b>\$4.00</b> to <b>\$117.00</b> / Day Worked	Increase by <b>\$3.00</b> to <b>\$129.00</b> / Day Worked



**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**Add NEW Addendum:**

**Letter of Understanding  
Between  
Boilermaker Contractors' Association  
And  
The International Brotherhood of Boilermakers,  
Local Lodge 73**

**Emergency Repairs – Travel Time**

**Where the Employer places an order for the immediate dispatch to an emergency repair, the employee would be eligible for the applicable travel time to a maximum of four (4) hours each way. Travel time is calculated at eighty (80) road kilometres per hour.**

**On a scheduled outage where additional manpower is required this does not constitute an emergency.**

Dated at Moncton this 5<sup>th</sup> day of July 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

\_\_\_\_\_  
David Noel  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Local Lodge 73

\_\_\_\_\_  
Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

SIGNATURE ON FILE

\_\_\_\_\_  
Kent Oliver  
International Representative  
International Brotherhood of Boilermakers

\_\_\_\_\_  
Styve Dumouchel  
Multi Provincial Board Chair  
Boilermaker Contractors' Association

## B.C.A. / BOILERMAKER LOCAL 73 – 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 1 a) to 1 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 73 – 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 (July 5, 2018)**

#### **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 ‘G’ – Article 1.01**

Revise to reference new Memorandum of Agreement (MOA) date

### **4) Term – Revise to reference new term – 3 Years (3 weeks following successful ratification to June 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) Amend Address Listings with updated Contact Information**

**6) Wage & Benefit Schedule** – Show the applicable percentage (%) of the Journeyman wage rate for the Apprentices in the Wage & Benefit Schedule\*

3<sup>rd</sup> Year – 90%

2<sup>nd</sup> Year – 75%

1<sup>st</sup> Year – 60%

**7) Collective Agreement Language** – Amend as follows:

- Business Manager: Will be changed to Business Manager/Secretary-Treasurer

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**HOUSEKEEPING ITEMS CONTINUED**

**7) Collective Agreement Language Cont'd.** – Amend as follows:

- employer: will be changed to Employer
- Out of Work list/out of work list: will be changed to Out-of-Work List
- collective agreement: will be changed to Collective Agreement
- recognized holiday: will be changed to Recognized Holiday
- delete any reference to any other province not covered by Local 73 jurisdiction

**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 73**  
(hereinafter referred to as the “Local Lodge”)

AND

**THE BOILERMAKER CONTRACTORS’ ASSOCIATION**

Including

The Boilermaker Contractors’ Association of New Brunswick  
The Boilermaker Contractors’ Association of Nova Scotia  
The Boilermaker Contractors’ Association of Prince Edward Island  
(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 New  
Brunswick, Nova Scotia and Prince Edward Island.

The **Agreement** will expire on June 30, **2021**.

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**HOUSEKEEPING ITEMS CONTINUED**

Amend to read:

**ADDRESSES**

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

**JOSEPH MALONEY**, International Vice-President

**WESTERN OFFICE:**

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

PHONE: (780) 483-0823

FAX: (780) 489-3043

**EASTERN OFFICE:**

#101, 115 Prince William Street

Saint John, NB E2L 2B4

PHONE: (506) 634-8203

FAX: (506) 634-0307

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**LODGE 203  
PROVINCE OF NEWFOUNDLAND & LABRADOR**

**OUT-OF-WORK LIST**

P.O. Box 250

Holyrood, NF A0A 2R0

PHONE: (709) 229-7958

FAX: (709) 229-7300

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**LODGE 73  
PROVINCE OF NOVA SCOTIA, NEW BRUNSWICK & PRINCE EDWARD ISLAND**

**OUT-OF-WORK LIST - NEW BRUNSWICK**

345 King William Road

Saint John, NB E2M 7C9

PHONE: (506) 634-7386

FAX: (506) 725-1993

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**OUT-OF-WORK LIST - NOVA SCOTIA**

124 Parkway Drive  
Truro Heights, NS B2N 5A9  
PHONE: (902) 897-7306  
FAX: (902) 897-7305

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**LODGE 128  
PROVINCE OF ONTARIO**

**OUT-OF-WORK LIST - TORONTO**

1035 Sutton Drive  
Burlington, ON L7L 5Z8  
PHONE: (905) 332-0128  
FAX: (905) 332-9057

**OUT-OF-WORK LIST - SARNIA**

128 Business Park Drive  
Sarnia, ON N7W 0A3  
PHONE: (519) 336-6051  
FAX: (519) 336-3252

**OUT-OF-WORK LIST - SUDBURY**

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

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**LODGE 271  
PROVINCE OF QUEBEC**

1205 St. Jean Baptiste Blvd.-  
Pointe-Aux-Trembles, QC H1B 4A2  
PHONE: (514) 327-6135  
FAX: (514) 327-7294

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**LODGE 555  
PROVINCES OF MANITOBA AND SASKATCHEWAN**

**OUT-OF-WORK LIST - WINNIPEG**

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

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

**OUT-OF-WORK LIST - REGINA**

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

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**LODGE 128/555  
Province of Ontario**

**OUT-OF-WORK LIST - THUNDER BAY**

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

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**LODGE 146  
PROVINCE OF ALBERTA**

**OUT-OF-WORK LIST - EDMONTON**

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

**OUT-OF-WORK LIST - CALGARY**

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

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**LODGE 359  
PROVINCE OF BRITISH COLUMBIA**

5510 – 268<sup>th</sup> Street  
Langley, BC V4W 3X4  
PHONE: (778) 369-3590  
FAX: (778) 369-3595

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## **B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

### **LODGE 133**

#204, 10059 – 118 Street  
Edmonton, AB T5K 0B9  
PHONE: (780) 483-0823  
FAX: (780) 489-3043

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### **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 and Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

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### **BOILERMAKER CONTRACTORS' ASSOCIATION**

#### **Sara Scott, Executive Director**

20 Corporate Park Drive, Suite 102  
St. Catharines, ON L2S 3W2  
TELEPHONE: (905) 684-2244  
FAX: (780) 682-2320  
EMAIL: [sscott@bcacanada.ca](mailto:sscott@bcacanada.ca)  
WEBSITE: [www.bcacanada.ca](http://www.bcacanada.ca)

#### **Marty Albright, Director of Labour Relations**

20 Corporate Park Drive, Suite 102  
St. Catharines, ON L2S 3W2  
TELEPHONE: (905) 684-2244  
FAX: (905) 682-2320  
EMAIL: [malbright@bcacanada.ca](mailto:malbright@bcacanada.ca)  
WEBSITE: [www.bcacanada.ca](http://www.bcacanada.ca)

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**B.C.A. / BOILERMAKER LOCAL 73 – 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 **establish a Liaison Committee for Local Lodge 73** to meet at least twice each year **or as required** for the purpose of discussing mutual problems and matters of interest.

**Establish a BCA and Local 73 Liaison Committee for more frequent meetings.**

Any outstanding discussion items (included in BCA Proposals) will be deferred to the BCA/IBB Local 73 Liaison Committee for further discussion.

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