

# 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  
LODGES 203, 73, 128 AND 555**  
*(hereinafter referred to as the "Local Lodge" or "Local Lodges")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION**

Including

The Boilermaker Contractors' Association of Newfoundland & Labrador  
The Boilermaker Contractors' Association of New Brunswick  
The Boilermaker Contractors' Association of Nova Scotia  
The Boilermaker Contractors' Association of Prince Edward Island  
The Boilermaker Contractors' Association of Ontario  
The Boilermaker Contractors' Association of Manitoba  
The Boilermaker Contractors' Association of Saskatchewan

*(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  
Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island,  
Ontario, Manitoba, and Saskatchewan.

The Master Portion including New Brunswick, Nova Scotia and Prince Edward Island  
expire on June 30, 2013 and Newfoundland and Labrador, Ontario, Manitoba, and  
Saskatchewan expire on April 30, 2013.

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**NOTE:**

Whenever the term "man" or "men" is used in this Agreement, it shall mean genders, as well as, single or plural, as applicable in the circumstances.

The term "he" used herein shall mean "he" or "she" or "they", as applicable in the circumstances.

The term "his" used herein shall mean "his", "her" or "their" as applicable in the circumstances.

**NOTE:**

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

## **ARTICLE 1.00 – PURPOSE**

### **1.01**

The purpose of this Agreement is to govern wages and working conditions within the provinces of Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan 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 21, 2010 and the Resolution to Conclude BCA/Boilermaker 2010 Multi Provincial Collective Bargaining for Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan form part of this Agreement. Additional Memoranda of Agreement specific to applicable Provincial Appendices shall be referred to in each Appendix.

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 Main Office.

## **ARTICLE 2.00 - RECOGNITION AND CRAFT JURISDICTION**

### **2.01**

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on field construction, erection, rigging, field fabrication, unloading and work involving assembling, dismantling and demolition performed by the Employer within the jurisdiction of the Union.

### **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 the Addendum attached hereto.

**2.03**

"Employees" as used herein, means employees of the Employer engaged in such work in Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan.

**2.04**

This Agreement does not apply to work which is performed by the Employer in the Employer's facilities.

**2.05**

This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to employees above the rank of general foreman.

**2.06**

When a tool crib is established by an Employer on a job on which his work is predominantly Boilermaker jurisdiction, and an attendant is required, he shall be a member of the Union. The necessity of a tool crib and/or an attendant will be determined by the Employer.

**2.07**

The Union and Employer agree that Union members above the rank of General Foreman may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the Employee, as set out in the relevant provincial (regional) Wage and Benefit Schedule, subject to the specific Employer and Employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any Employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this collective agreement shall apply to such Employee(s).

**ARTICLE 3.00 - MANAGEMENT RIGHTS**

**3.01**

It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

**3.02**

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.

### **3.03**

- a) 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.
- 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<sup>th</sup>, 2010.

### **3.04**

Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

### **3.05**

The selection and appointment of General Foremen, Foremen, and Assistant Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen, Foremen and Assistant Foremen is the sole responsibility of the Employer.

### **3.06**

General Foremen shall be utilized by an Employer whenever he has established this level of supervision on his 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 availability of qualified General Foremen with the Business Manager or his designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreman, and the determination and acceptance of his qualifications, shall be the sole prerogative of the Employer.

### **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.

### **3.08 Management Rights:**

- a) In addition to Article 3.05, the Employer shall have the right to name hire 25% of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% 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 Foreman) the Foreman shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreman, Foreman, or Assistant Foreman 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 & Labrador.

## **ARTICLE 4.00 - UNION SECURITY AND DUES COLLECTION**

### **4.01**

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case he may commence work and notify the Union office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch.”

### **4.02**

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

The parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The Parties will make every effort to provide the necessary training and education programs and will encourage full participation.

### **4.03**

After the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement, and the required number of workmen are not furnished:

- a) within two working days in cities in which the Local Lodge maintains its Head Office, from that area;
- b) within three working days in other areas; after the date for which the workmen are requested, the Employer shall have the right to procure and retain until layoff the required number of workmen from other available sources, provided that the Employer shall notify the Union office when exercising this right.

Such workmen obtained from other available sources shall be required by the Employer to apply to join the Union not later than fifteen (15) days after hiring. The Union shall admit



such applicants to membership providing they are qualified, and except for just and sufficient cause.

#### **4.04**

In Lodge areas having multiple work areas by virtue of Out-of-Work Lists, before transferring employees to a job in another work area, the Employer must first notify and discuss the job requirements with the Business Manager/Secretary Treasurer or the Assistant Business Manager under whose jurisdiction that job lies.

#### **4.05**

Upon receipt of authorization from the employee, the Employer shall deduct from all employees coming within the scope of this Agreement:

- a) From the first pay period of each month, monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work.
- b) From each pay period, Union Dues in the percentage of gross hourly wages or other amount as may be designated by the Local Lodge under whose jurisdiction the Employer is performing work.

The above deductions must be mailed no later than the 15th of the following month, to the Business Manager/Secretary-Treasurer of the Local Lodge under whose jurisdiction the Employer is performing work.

Each remittance shall be accompanied by a list showing the names and Social Insurance Number (provided the number is supplied by the Union on its referral form) of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the field dues in (b), the figure on which the deduction was based.

#### **4.06**

The Union will hold the Employer harmless from all liabilities and claims by employees, Union or its agents other than prompt collection and transmittal of authorized deductions.

#### **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;
- b) the travel card members from other Local Lodges;
- c) 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.

#### **4.08**

The Employer will notify the Job Steward of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner.

### **ARTICLE 5.00 - NO STRIKES OR LOCKOUTS**

#### **5.01**

The Union agrees that there will be no strike or other collective action which will stop or interfere with production, and that if any such collective action should be taken, it will instruct those of its members who participate in such collective action to carry out the provisions of this Agreement and return to work and perform their work in a manner acceptable to the Employer.

#### **5.02**

The Employer agrees that it will not cause or direct any lock-out of employees.

### **ARTICLE 6.00 - JURISDICTIONAL DISPUTES**

#### **6.01**

- a) It is incumbent on all Contractors and Subcontractors to assign work in accordance with Contractors' responsibility set forth in procedural rules and regulations for the Plan for Settlement of Jurisdictional Disputes in the construction industry covering the United States and Canada as amended through December 2002.
- b) The Union shall utilize the procedural rules and regulations for the Plan for the settlement of Jurisdictional Disputes in the construction industry to the extent that it is sanctioned by the International Union.
- c) Subject to the above provisions and those set forth in 6.03, it is understood and agreed that jurisdictional disputes shall not be the subject of a grievance under this agreement, but shall be dealt with as provided herein.

#### **6.02**

When a jurisdictional dispute exists between unions and upon request by the Union, the Employer shall furnish the International Offices of the Union, a signed letter on Employer stationery, stating that Boilermakers were employed on specific types of work on a given project.

#### **6.03**

- a) When an Employer makes a work assignment that is challenged by the Union and referred to the Canadian Plan and the Arbitrator rules in favour of the Union, the ruling shall be implemented immediately.
- b) Should the same Employer assign the identical work, contrary to the Arbitrator's original ruling and the work assignment is once again challenged by the Union and referred to the Canadian Plan and the Arbitrator again finds in favour of the Union, the Employer will be subject to the Arbitration procedure in Article 13.02.

The Arbitrator shall be empowered to award damages where the Employer fails to establish a course of proper due diligence in following Article 6.01 (a) and (b).

## **ARTICLE 7.00 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

### **7.01**

All work shall be performed, and equipment operated, according to accepted safety conditions which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to Employer Regulations. Fresh, safe, cool drinking water and sanitary cups shall be furnished to the employees.

### **7.02**

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided. The Contractor will advise the Union when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed \$400.00.

### **7.03**

The Employer shall supply at no cost to the employee when required by the work he is 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).

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

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

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

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

### **7.04**

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when

necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the Parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Business Manager/ Secretary-Treasurer, prior to starting the job.

#### **7.05**

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise he will assist employees in starting their vehicles if required due to cold weather.

#### **7.06**

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

#### **7.07**

Special provisions are applicable for safety orientation in the Province of Saskatchewan. These are set out in the Appendix.

#### **7.08**

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

### **ARTICLE 8.00 - WELDING TESTS**

#### **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 time required to take the test including transfer fees, materials and inspector fees.

In the Province of New Brunswick, 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.

#### **8.02**

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

#### **8.03**

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating his having to travel

outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him for travelling time, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

#### **8.04**

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

#### **8.05**

Where a welder is to take an official Provincial test on which the issuance or re-issuance of his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

#### **8.06**

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 8.00.

### **ARTICLE 9.00 - ACCESS TO JOBS**

#### **9.01**

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior representative and does not cause employees to neglect their work.

### **ARTICLE 10.00 – STEWARDS**

#### **10.01**

On all jobs, the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working journeyman employees.

In all Provinces, where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

**10.02**

It will be his duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform such duties by the Employer's representative on the job.

**10.03**

The Steward shall be retained until the end of the job, provided there is work available for which he is qualified; otherwise the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will be notified in time to appoint a successor.

**10.04**

Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman, or Management that will change or conflict in any way with any section or terms of this Agreement.

**10.05**

The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, he shall be included in such required overtime or bad weather working time.

**ARTICLE 11.00 - GRIEVANCE PROCEDURE**

**11.01**

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

**11.02**

Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

**11.03**

If a complaint is not settled in accordance with 11.01 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

**11.04**

After receipt of the grievance, the Employer shall give his reply in writing to the Business Manager/Secretary-Treasurer within ten (10) working days. If the matter is still not resolved then the Business Manager or his Assistant shall advise the Employer within ten (10) working days.

**11.05**

Within ten (10) working days of receipt of notification from the Business Manager/Secretary-Treasurer in 11.04, the grievance shall be discussed at a meeting between the Business Manager or his Assistant and a Representative of the Employer. After this meeting, the Employer shall give his answer to the Business Manager/Secretary-Treasurer in writing within ten (10) working days.

**11.06**

If the Employer's answer in 11.05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or his designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 11.07.

**11.07**

Before proceeding to Arbitration, the parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of the referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

**11.08**

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

**11.09**

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 11.04 and if the matter is not resolved within the steps and time limits outlined in 11.04 and 11.05, then the request for Arbitration may be initiated at this point by either party.

**ARTICLE 12.00 - EMPLOYER, UNION GRIEVANCES****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, 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 his Representative, the International Vice-President or his Representative or the Employer, the Boilermaker Contractors' Association or his 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.

#### **12.02**

After receipt of the grievance, the Business Manager/Secretary-Treasurer or Employer shall give his reply in writing to the Employer or Business Manager/ Secretary-Treasurer within ten (10) working days.

#### **12.03**

If the Business Manager/Secretary Treasurer's or Employer's answer in 12.02 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or his designated Representative, and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 12.04.

#### **12.04**

Before proceeding to Arbitration, the parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union, an authorized Employer Representative, and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

#### **12.05**

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday, and Recognized Holidays shall not be counted as working days.

### **ARTICLE 13.00 – ARBITRATION**

#### **13.01**

The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Articles 11 or 12, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of Articles 11.07 or 12.04 as applicable.

#### **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 ten (10) working days of receipt of notice to proceed to Arbitration, the Boilermaker Contractors' Association will advise both parties of the Arbitrator, together with the time and place of Arbitration.



**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.

**13.04**

Both parties shall share equally the expenses and fees of the Arbitrator.

**13.05**

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

**13.06**

The decision of the Arbitrator shall be final and binding upon the parties hereto.

**ARTICLE 14.00 - HOURS OF WORK**

Hours of Work shall be defined in the Appendix for the Applicable Province.

**ARTICLE 15.00 - SHIFT WORK**

Shift Work shall be defined in the Appendix for the Applicable Province.

**ARTICLE 16.00 - OVERTIME**

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

**ARTICLE 17.00 - RECOGNIZED HOLIDAYS**

**17.01**

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable), and travel time per Article 19.02 (where applicable).

**17.02**

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

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

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

### **17.03**

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

**Ontario**

Civic Holiday, Family Day

**Saskatchewan**

Family Day, Saskatchewan Day

**Manitoba**

Louis Riel Day

**New Brunswick**

New Brunswick Day

**Nova Scotia, Prince Edward Island**

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

**Newfoundland and Labrador**

Civic Holiday (St. John's Regatta Day in locality)

### **17.04**

Double (2) time shall be paid for hours worked on the Holidays recognized in this Agreement.

### **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 scheduled work days will be observed as Christmas Day and Boxing Day.

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.

## **ARTICLE 18.00 - WAITING AND REPORTING TIME**

Waiting and Reporting Time shall be defined in the Appendix for the Applicable Province.

## **ARTICLE 19.00 - TRAVELLING EXPENSES**

Travelling Expenses shall be defined in the Appendix for the Applicable Province.

## **ARTICLE 20.00 - SUBSISTENCE ALLOWANCE**

If an employee chooses to leave before the completion of the shift without the consent of the employer he 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 he 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 bonafide illness or absence due to compassionate grounds satisfactory to the Company and the Union.

Subsistence Allowance shall be defined in the Appendix for the Applicable Province.

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 calendar day.

## **ARTICLE 21.00 - VACATION WITH PAY**

### **21.01**

Each employee shall receive a vacation allowance on his gross wages in accordance with the schedule as set out at the beginning of the appropriate Provincial Appendix, which shall be included in his weekly pay.

### **21.02**

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable) and travel time per Article 19.02 (where applicable).

## **ARTICLE 22.00 - PAY DAY**

### **22.01**

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

### **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 his net pay and deductions, or the basic factors from which his 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) 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, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day he is kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

### **22.03**

When an employee quits of his own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to his last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates.

### **22.04**

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system.

## **ARTICLE 23.00 – WAGES**

### **23.01**

As agreed to in Attachment “A” the “Resolution to Conclude BCA/Boilermaker 2010 Multi Provincial Collective Bargaining for Locals 203, 73, 128 and 555,” dated March 24, 2010, that forms part of the collective agreement (per Article 1.01).

## **ARTICLE 24.00 - PROVINCIAL AND FEDERAL LAWS**

### **24.01**

In the event any provision of this Agreement is in conflict with Provincial Statutes (or other areas where the Provincial Statutes are not applicable), the parties agree to renegotiate such provisions for the purpose of making it conform to such Provincial Statutes where required, however, all other provisions of this Agreement shall remain in force.

### **24.02**

When the employee is away from the jobsite and not under the specific direction and control of the Employer, nothing in this Agreement shall be construed to either increase or decrease the Employer's legal responsibility for the employee, nor the employee's entitlement to Worker's Compensation or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings, and regulations.

**ARTICLE 25.00 - BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND (CANADA)**

**25.01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Health and Welfare Fund (Canada) for all hours 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 ½ or 2).

**25.02**

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

**25.03**

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

**ARTICLE 26.00 - BOILERMAKERS' NATIONAL PENSION FUND (CANADA)**

**26.01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Pension Fund (Canada) for all hours 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).

**26.02**

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

**26.03**

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

**ARTICLE 27.00 - APPRENTICES AND APPRENTICESHIP FUND**

**27.01**

In the Provinces of Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeymen 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 appropriate 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 Journeymen 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.

### **27.02**

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

### **27.03**

Apprentices shall be given the support of the Journeymen working on the job on which the Apprentices are employed, and, the supervision of the Foreman, and, under the guidance of the Journeyman, they may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyman Boilermaker.

### **27.04**

Each Local Lodge forming part of this Agreement shall have an Apprenticeship Fund controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund.

### **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. The parties agree to discuss the principles and structure that should govern such committees.

### **27.06**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the 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**

### **28.01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the 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).

### **28.02**

The above contributions shall be forwarded monthly to the Business Manager/ Secretary-Treasurer of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked, and amount of contribution.

### **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 each Local Lodge.

### **28.04**

The Parties acknowledge the formation of a Jointly Truusted National Apprenticeship and Educational Training Fund who will act in a coordinating capacity to assist the Local Lodge Educational Training Fund Trustees.

The Employer shall contribute an amount, in cents-per-hour, in accordance with the Wage and Benefit Schedule, as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred operating a jointly trusted National Training Program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

## **ARTICLE 29.00 - EMPLOYERS' RESPONSIBILITY**

### **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.

## **ARTICLE 29.02 - NON-DESTRUCTIVE TESTING**

### **29.02**

Where the member Company is responsible for and has control over non-destructive testing and sublets such work on a construction project, this work shall be performed by a contractor in agreement with the Boilermaker Union or the Quality Control Council of Canada.

## **ARTICLE 29.03 - PARTICIPATION AGREEMENT**

### **29.03**

All Employers employing workmen under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, pursuant to Articles 25.01 and 26.01, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 25.01 and 26.01 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

### **29.04**

The Employer's liability hereunder to any and all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this agreement, and any consequences arising out of such failure to remit, in accordance with the terms of the collective agreement.

## **ARTICLE 30.00 - TANK WORK EMPLOYERS**

### **30.01**

The Union and Employers agree to comply with the letter dated May 22, 2007 relating to the performance of tank work.

## **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.

### **31.02**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). (Note: The Contribution in Ontario includes legislated funding to the Ontario Construction Secretariat).



## **ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

### **32.01**

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

### **32.02**

This Master Portion of the Agreement shall remain in force and effect until June 30th, 2013 for New Brunswick, Nova Scotia and Prince Edward Island and April 30, 2013 for Newfoundland & Labrador, Ontario, Manitoba, and Saskatchewan, 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.

### **32.03**

The party receiving such notification shall have the right to submit counter-proposals provided they are submitted sixty (60) days prior to the expiration of this Agreement.

### **32.04**

The parties shall meet not later than forty-five (45) days prior to the expiration date of this Agreement, and shall negotiate with a view to concluding a Collective Agreement without unnecessary delay.

### **32.05**

If a revised Collective Agreement has not been concluded prior to the expiration date of this Agreement, it may be extended beyond that date to whatever extent may be mutually agreed to between the appropriate International Vice President(s) and the Board of Directors of the applicable Association(s), or as provided by applicable laws, statutes or regulations.

## **ARTICLE 33.00 - SUBMISSION OF DUES AND OTHER CONTRIBUTIONS**

### **33.01**

The collection and submission of Union Dues as specified in Article 4.00 and the submission of all other contributions as specified in Articles 21.02, 25.00, 26.00, 27.00, 28.00, 31.00 and 34.00 are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The Parties to the agreement may impose penalties which could include:

- a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the Parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the Parties initiate collection proceedings, the Employer shall bear all the costs of collection, including

the costs of arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.

- b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

### **33.02**

All submissions must be accompanied by a list showing each employee's name (and Social Insurance Number, provided the Union supplies it on his referral slip) and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

### **33.03**

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

### **33.04**

Submissions must be mailed no later than the 15th of the following month.

## **ARTICLE 34.00 - BUILDING TRADES AND OTHER CONTRIBUTIONS**

### **34.01**

- a) **Building Trades Fund:** In the Province of Nova Scotia for work on Cape Breton Island, and in the Province of Newfoundland and Labrador, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix.  
**Building Trades Fund:** In the Province of Saskatchewan, the Employer shall contribute an amount in cents per hour worked, including waiting and reporting time, for all employees covered by this Agreement in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the Provincial Appendix. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2)
- b) **Union Promotion Fund:** In the Provinces of Nova Scotia (Mainland) & Prince Edward Island, Nova Scotia (Cape Breton), New Brunswick, Ontario, Manitoba, and Saskatchewan, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2). (Note: This fund includes contributions to the Boilermaker L.E.A.P. Program. The contribution in Ontario also includes legislated funding to the Ontario Construction Secretariat.)

- c) **Job Promotion Fund:** In the Province of Newfoundland and Labrador, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by the Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the Provincial Appendix. Contributions on all overtime hours shall be doubled. Notwithstanding Article 34.02, the contributions are to be forwarded to the “Boilermakers’ National Benefits Funds (Canada)”. Details of the Job Promotion program are more fully set out in the Job Promotion Agreement.

#### **34.02**

The above contributions identified in Article 34.01 shall be forwarded monthly to the Business Manager/Secretary-Treasurer of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked, and amount of contribution.

#### **34.03**

**De Novo Fund:** In the Province of Ontario, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the Provincial Appendix. Contributions on all overtime hours shall be doubled.

#### **34.04**

**Construction Opportunities Development Council Inc. (“CODC”):** In the Province of Saskatchewan, the Employer shall contribute an amount in cents per hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the Provincial Appendix.

Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

#### **34.05**

**Audiometric Testing:** The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used for the development and implementation of a National Audiometric Testing Program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). An Employer shall permit audiometric testing of the Employees on a project, where approved by the Owner/Client.

**ARTICLE 35.00 - ENABLING CLAUSE**

**35.01**

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or arbitration.

**35.02**

Special additional provisions are applicable in the Province of Newfoundland & Labrador.

Dated at Toronto this 12<sup>th</sup> day of April, 2010.

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

Signature on file  
\_\_\_\_\_  
EDWARD POWER  
International Vice President (Eastern Canada)

Signature on file  
\_\_\_\_\_  
JOSEPH MALONEY  
International Vice President (Western Canada)

**FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:**

Signature on file  
\_\_\_\_\_  
DAVID GALVIN  
President & CEO

Signature on file  
\_\_\_\_\_  
ROY KENDALL  
Chairman BCA Board of Directors

## CLARIFICATION OF CRAFT JURISDICTION

### ARTICLE 2.00 - Section 2.02

The Boilermakers' jurisdiction shall include installations such as, but not limited to, all types of Power Plants, Heavy Water Plants, Chemical Plants, Paper Mills, Oil Refineries, Cement Plants, Atomic Plants, Steel Mills, and all other manufacturing and industrial plants, including institutions and commercial buildings where Boilermaker work is being installed.

The Boilermakers' jurisdiction shall include but not be limited to, the construction and erection and assembling of all boilers, parts, and working connections therewith, including boiler fronts, heat units, water walls, tube supports and casing, and steam drums. All connections between the boiler and stack (commonly known as breeching) built of sheet steel or iron, supports for the same, uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts.

Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats, water tower, all iron and steel pipe, fin fan coolers, penstocks, scroll casings and flume work, gates, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joints, including tanks of riveted, caulked or welded construction in connection with swimming pools.

The following work in and around blast furnaces and rolling mills viz. hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work. Gasometers, including all frame work in connection with same.

All iron or steel stacks in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants and all extensions or repairs of such stacks such as, stack liner and flu's shall be done by Boilermakers.

The erection of all rods or other steel members, attached to the building structure and used for the purpose of supporting tubes and other Boilermaker work, shall be performed by the Boilermakers.

The erection and repair of blast furnaces, including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, offtakes-uptakes, downcomers and attached wearing plates, bleeder pipe, valves and stack, bosh band, dust catcher, hot blast stoves, hot blast valves and castings, gas washer, gas mains, gas precipitators, cold blast main and mixer lines, stove stacks, dust legs, hot ladle cars, supports for main top furnace platform which weld or rivet to shell, stock line brackets and abrasion or wearing plates, tuyere stocks.

The Boilermakers shall also erect catwalks, platforms, stairways and ladders erected on storage tanks for liquid, gas processing tank, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

Catwalks, platforms, stairways and ladders supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight

joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by mode or method, shall be performed by the Boilermakers.

Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fuelling machines, blowout panels, steam generators, all components parts of atomic reactors, cookers, dump tanks and the thermal biological shield plate or tubes, airlocks, pressure relief ducts, all protective radiation liners, end shield rings, hot and cold headers, feeder tubes and all other work and equipment historically performed by Boilermakers.

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer, K.O. drums, stabilizers, steam drums (all), platform charger heater, feed drums, fractionators, It. dist. stripper, fract. OWHHD receiver, (H<sub>2</sub>S) absorbers, additive drum, hydrocyclones, atmospheric columns, strippers (gas & coil), desalters, flash-drums, debutanizers, desohezanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerators, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporators, demisters, drums, furnaces, headboxes, crushers, centrifuges, feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixer, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionater, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyrdigester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers. In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers even though a change in material has occurred.

**LETTER REFERRED TO IN ARTICLE 29.00**

**TO: ALL SIGNATORY COMPANIES TO THE BOILER ERECTION AND  
FIELD CONSTRUCTION AGREEMENT (CANADA) - 1966 - 1969**

Gentlemen:

During negotiations of this Agreement in June and July of 1966, the Union had requested inclusion of a clause covering sub-contract work on the various projects to be included in the National Agreement. Subsequently this was omitted because of the difficulties in arriving at suitable language which would be satisfactory to both the Union and the signatory companies. However, it was agreed at that time that even though a sub-contract clause was not part of the National Agreement, this did not allow a signatory company to sub-contract their work to a non-union or non-signatory contractors and thus avoid their contractual obligations with the Boilermakers' Union. Therefore, any sub-contract work for field construction should be awarded only to another signatory contractor.

During negotiations, the question of fabrication in various shops of work coming under the jurisdiction of the Boilermakers' Union on field erection, was discussed. It was pointed out to the representatives of the member companies present that considerable difficulty was being experienced and much pressure made to bear by industrial fabricators in agreement with the Boilermakers' Union to having work done in their shops. Further it was pointed out that due to the fact that national contractors had a contractual obligation to the various pipefitting work and fabrication done in shops in agreement with the United Association, on a local or national basis, consideration should be given to the Boilermaker Fabricators when work was being awarded.

The Boilermakers pointed out that contractually there was no obligation for contractors to solicit only companies in agreement with the Boilermakers to do their fabrication work. It was suggested that in order to minimize difficulties that might be encountered in areas where such work is scheduled and which are highly union organized, that contractors try to place their fabrication work in Boilermaker shops or shops which are organized by other A.F.L. or C.I.O. unions.

If, however, it become necessary to place others in non-union shops because of scheduling or by reason of particular manufacturing needs or requirements, then the matters should be discussed with the Boilermakers' International in order that agreement can be reached and any subsequent problems in connection with the field erection of this work be avoided.

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

JOHN D. CARROLL

International Vice President  
Eastern Canada

DONALD G. WHAN

International Vice President  
Western Canada

**NEGOTIATING COMMITTEE OF THE SIGNATORY COMPANIES TO THE BOILER  
ERECTION AND FIELD CONSTRUCTION AGREEMENT (CANADA)**

W. J. GIBSON

Chairman

E. F. DUBOSE

Secretary

Dated this 17th day of July, 1967.

**Letter of Understanding  
Between  
Boilermakers 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: foreman, 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 25% name hire.

**Date: May 22, 2007**

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

SIGNATURE ON FILE  
**Jack Brochu  
President**

SIGNATURE ON FILE  
**Hugh Tackaberry  
Chairman**

**SIGNED ON BEHALF OF:  
INTERNATIONAL  
BROTHERHOOD OF  
BOILERMAKERS**

SIGNATURE ON FILE  
**Joseph Maloney  
International Vice President  
Western Canada**

SIGNATURE ON FILE  
**Edward Power  
International Vice President  
Eastern Canada**



## **ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT**

During the recent 2010 Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)  
ABC Motel – Company letterhead receipt – Name of Contact Person not required  
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

**Date of Receipt: September 1, 2010**

**Name of Establishment: ABC Motels and Lodging (Company letterhead/Registered)  
B&B or Relative (non-registered) – Contact Name – Tom Jones**

**Full Address of Establishment: 111 Any Street, Anywhere, Canada  
Phone Number: (999)-222-1234**

**Employee's Full Name: John Smith**

**Reason for Cost (including date(s)): One night accommodation on August 31, 2010**

**Total Amount Paid: \$00.00**

## **ADDRESSES**

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

#### **Joseph Maloney, International Vice-President**

Western Canadian Section

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

TELEPHONE: (780) 483-0823

FAX: (780) 489-3043

EMAIL: [bmivpwest@boilermaker.ca](mailto:bmivpwest@boilermaker.ca)

#### **Edward W. Power, International Vice-President**

Eastern Canadian Section

#101, 115 Prince William Street

Saint John, NB E2L 2B4

TELEPHONE: (506) 634-8203

FAX: (506) 634-0307

EMAIL: [bmivpeast@nb.aibn.com](mailto:bmivpeast@nb.aibn.com)

#### **Cory Channon, Assistant to the International President**

Telephone: (780) 418-0322

Fax: (780) 418-0726

EMAIL: [cchannon@boilermakers.org](mailto:cchannon@boilermakers.org)

#### **Richard MacIntosh, International Representative CSO**

TELEPHONE: (604) 277-6042

FAX: (604) 277-6057

EMAIL: [rmacintosh@boilermakers.org](mailto:rmacintosh@boilermakers.org)

#### **Kent Oliver, International Representative CSO**

TELEPHONE: (506) 738-2564

FAX: (506) 738-2598

EMAIL: [koliver@boilermakers.org](mailto:koliver@boilermakers.org)

#### **J. Norman Ross, International Representative CSO**

TELEPHONE: (204) 478-5146

FAX: (204) 478-5261

EMAIL: [nross@boilermakers.org](mailto:nross@boilermakers.org)

#### **Jim Tinney, Assistant Director CSO**

TELEPHONE: (905) 582-5244

FAX: (905) 582-6794

EMAIL: [jtinney@boilermakers.org](mailto:jtinney@boilermakers.org)

**Guy Villemure, International Representative CSO**

TELEPHONE: (514) 439-1216

FAX: (514) 439-1215

EMAIL: [gvillemure@boilermakers.org](mailto:gvillemure@boilermakers.org)

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**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

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**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

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**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

**OUT-OF-WORK SUDBURY**

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

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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  
Telephone: (204) 987-9200  
Fax: (204) 987-9219

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

214 – 4<sup>th</sup> Avenue East  
Regina, SK S4N 4Z6  
Telephone: (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  
Telephone: (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  
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

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**LODGE 359**

Province of British Columbia

**OUT-OF-WORK LIST - BURNABY**

4514 Dawson Street  
Burnaby, BC V5C 4C1  
  
Telephone: (604) 291-7531  
Fax: (604) 291-9265

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**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

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**NUNAVUT, NORTHWEST TERRITORIES, YUKON, & DISTRICT OF MACKENZIE**

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

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**BOILERMAKER CONTRACTORS' ASSOCIATION**

**David M. Galvin, President & CEO**

Boilermaker Contractors' Association  
165 Highway 20 West, Unit #4  
P.O. Box 1190  
Fonthill, ON L0S 1E0  
Telephone: (905) 892-2244  
Fax: (905) 892-2320  
Website: [www.bcacanada.ca](http://www.bcacanada.ca)

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**APPENDIX "F": MANITOBA  
WAGE AND BENEFIT SCHEDULE**

Boilermakers, Welders, Blacksmiths, Fitters, Riggers, General Foreman, Foreman,  
Assistant Foreman, Journeyman, Apprentice, Helper

EFFECTIVE DATE	1-Jul-10	2-Jan 2-11	1-Mar-11	1-May-11	3-Jul-11	29-Apr-12
GENERAL FOREMAN	34.68	34.91	34.91	36.39	36.39	37.87
FOREMAN	31.18	32.41	32.41	33.89	33.89	35.37
ASS'T FOREMAN	29.68	29.91	29.91	31.39	31.39	32.87
JOURNEYMAN	28.18	28.41	28.41	29.89	29.89	31.37
3RD YR. APPRENT. <sup>(2)</sup>	25.12	25.33	25.33	26.66	26.66	28.00
2ND YR. APPRENT. <sup>(2)</sup>	20.54	20.71	20.71	21.82	21.82	22.93
1ST YR. APPRENT. <sup>(2)</sup>	15.96	16.10	16.10	16.99	16.99	17.87
HELPER <sup>(2)</sup>	20.54	20.71	20.71	21.82	21.82	22.93
VACATION PAY	6%	6%	6%	6%	6%	6%
STAT. PAY	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
HEALTH & WELFARE	2.00	2.00	2.00	2.00	2.00	2.00
PENSION <sup>(1)</sup>	7.87 <sup>(a)</sup>	7.87 <sup>(a)</sup>	7.87 <sup>(a)</sup>	7.87 <sup>(a)</sup>	7.87 <sup>(a)</sup>	7.87 <sup>(a)</sup>
UNION PROMOTION	0.10	0.10	0.10	0.10	0.10	0.10
EDUCATIONAL TRAIN.	0.20	0.20	0.20	0.20	0.20	0.20
APPRENTICESHIP	0.20	0.20	0.20	0.20	0.20	0.20
NATIONAL TRAINING <sup>(3)</sup>	0.21	0.21	0.21	0.21	0.21	0.21
AUDIOMETRIC TESTING	0.03	0.03	0.03	0.03	0.03	0.03
ADMINISTRATION	0.12	0.12	0.12	0.12	0.25	0.25
HOURS OF WORK	8	8	8	8	8	8
SHIFT PREMIUM						
2ND SHIFT	3.00	3.00	3.00	3.00	3.00	3.25
3RD SHIFT	3.00	3.00	3.00	3.00	3.00	3.25
OVERTIME	2	2	2	2	2	2
TRANSPORTATION RATE	0.57	0.45	0.45	0.45	0.45	0.45
TRAVEL RATE		0.22	0.22	0.32	0.32	0.32
SUBSISTENCE:						
<b>North of 53rd Parallel</b>						
The Pas, Flin Flon			\$150/DAY	\$150/DAY	\$150/DAY	\$150/DAY
Thompson			\$160/DAY	\$160/DAY	\$160/DAY	\$160/DAY
<b>South of 53rd Parallel</b>						
All Regions	\$120/ DAY	\$120/DAY	\$120/DAY	\$120/DAY	\$120/DAY	\$120/DAY

(See Article 20:01)

\* Note: Please contact the BCA or IBB offices for information on the rates and remittances applicable in Nunavut.

- (1) Pension contribution is comprised of two components, a Basic Pension Deduction and a Special Funding Contribution of \$2.62
- (2) Rates for First, Second, & Third year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution" for the Pension Plan.
- (3) Breakdown of National Training Funds follows.

Rev. July 3, 2011

**Summary of Contributions contained in National Training (NTTF)**

National Training (NTTF)	\$0.05
National Organizing	\$0.04
National Health & Safety	\$0.05
Promotion	\$0.03
National Marketing	\$0.04

**3.07 Local Residents:**

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within seventy (70) road kilometres from the project for at least six (6) months immediately preceding date of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

**ARTICLE 14.00 - HOURS OF WORK**

**14.01**

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an 8 hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

**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) When working under the four day work week schedule Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a "make-up day" shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which double time (2X) rates shall apply. In no case shall the time scheduled on a "make-up day"

be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a "make-up day" will be at the employee's choice. 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.

A minimum of forty (40) hours is required to implement the compressed work week schedule. Where a multi trade project is scheduled under the four (4) ten (10) hour shift scenario (Monday - Thursday) and a contractor secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

#### **14.03**

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

#### **14.04**

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a re-assigned one-half hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half hour of pay at straight time rates which shall be in addition to his regular straight time hours.

#### **14.05**

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

### **ARTICLE 15.00 - SHIFT WORK**

#### **15.01**

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement are met.

#### **15.02**

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall



commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

**15.03**

When two (2) or three (3) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium, as set out in the Wage and Benefit Schedule at the beginning of this appendix, shall apply on all hours worked on the second and third shift.

**15.04**

Employees assigned from one shift to another shall receive at least twenty-four (24) hours of notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

**15.05**

When an employee is required to return to work without an 8 hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

**ARTICLE 16.00 - OVERTIME**

**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, he shall be paid overtime at double (2) time rates.
- b) Two or Three Shift Operation:  
Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

**16.02**

- a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

On scheduled overtime, the foregoing may be changed by mutual consent of the Business Manager or his Designate and the Employer prior to the commencement of the job.

On unscheduled overtime where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$25.00 plus one half hour of straight time wages will be paid in lieu of the meal and meal

break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate.

Where a supervisor is required to:

- (i) Start up to one (1) hour earlier, or
  - (ii) Finish up to one (1) hour later, or
  - (iii) Start up to one half (1/2) hour earlier and finish up to one half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.
- b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

## **ARTICLE 18.00 - WAITING AND REPORTING TIME**

### **18.01**

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours of pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. 8 hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.01(c) shall govern.

### **18.02**

a) **Inclement Weather:**

When an employee reports to work and cannot work because of inclement weather he shall be paid three (3) hours reporting time and the employee must remain on the job for the three 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, he shall be paid for the actual time worked. In no case shall an employee receive less than three (3) hours of pay.

b) **Work Not Available:**

When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day of work, he shall be paid three (3) hours of reporting time and allowed to leave the job immediately.

- c) When an employee has started to work on his regular shift and is instructed to stop, he shall be paid for the actual time worked. In no case shall the employee receive less than three (3) hours of pay.

- d) If an employee stops work for reasons of his own, and without the approval of the Employer, he 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.

### **18.03**

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

### **18.04**

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

### **18.05**

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. 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 his option, be entitled to a layoff.

### **18.06**

When an employee is unable to report for work due to a strike or work stoppage on the project where he is employed, such employee will not be entitled to any reporting time.

### **18.07**

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue work, he shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, he shall also be paid for the remaining unworked normal daily hours for that day (i.e. eight (8) hours, or in case of compressed work day ten (10) hours) at the applicable rate.

## **ARTICLE 19.00 - TRAVELLING EXPENSES**

### **19.01**

- a) **Free Zone:**  
A 40 kilometre radius around the City Hall of Winnipeg shall comprise a free zone.
- b) **40 Km to 100 Km Radius Zone:**  
On those projects that are located within the 40 kilometre to 100 kilometre radius from the City Hall of Winnipeg, the Employer shall supply suitable transportation to and from the project and mutually agreed pick-up points, or pay a transportation rate as set out in the Wage and Benefit Schedule per radius kilometre for each day worked or reported for work, from the 40 kilometre radius to the project and return.

- c) **Projects over 100 Km Radius Zone:**  
Notwithstanding Article 19.02, for purposes of initial and terminal transportation expenses, on those projects over 100 kilometre radius from the City Hall of Winnipeg, the Employer shall pay a transportation rate as set out in the Wage and Benefit Schedule per radius kilometre from the edge of the 40 kilometre radius free zone of the respective city hall to and from the project.  
If the project is accessible only by airplane the employee shall receive the actual cost of the air fare.  
For an employee to qualify for transportation expenses, the employee must remain fifteen (15) calendar days on the project or until layoff, job completion or if he has been granted permission by the Employer to leave before completion, for initial transportation expenses; and thirty (30) calendar days or until layoff, job completion, or if he has been granted permission by the Employer to leave before completion, whichever comes first, to receive terminal transportation expenses. The Employee shall receive the payment on the pay day corresponding to the pay period during which he qualified.  
On sites where a camp is not provided, the Employer shall provide daily transportation or pay a transportation rate as set out in the Wage and Benefit Schedule per kilometre each way to and from the temporary domicile to the project for each day worked or reported for work by the employee. Note: See Memorandum of Agreement re: Pine Falls.
- d) Local residents, as defined in Article 3.07 shall not be entitled to initial or terminal transportation or rotational expenses as set out in Articles 19.01(c) and 19.05 respectively. Local residents shall receive a Daily Travel Allowance as provided for in Article 19.01(e).
- e) Local residents living beyond a 40 kilometre radius of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid a transportation rate as set out in the Wage and Benefit Schedule per kilometre each way from and to the edge of the 40 kilometre radius free zone for each day worked or reported for work.
- f) Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the employee is delayed in arriving at the jobsite, his hours of work and pay shall nonetheless be considered to start at the normal time. If the employee is delayed in departing from the jobsite, the actual time of such delay shall be added to the Employee's earnings calculated at straight time.

## **19.02**

When an employee is instructed to report to, or leaves a job location which necessitates transportation he shall be entitled to the transportation expense(s) as set out in Article 19.01.

If location and circumstances require the employee to travel overnight or on the day(s) preceding his first working day, the travel expense shall also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day(s); except when travel is by train in which case he shall receive berth and meals when necessary.

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

When an employee leaves a job on which he has been entitled to subsistence allowance, his return travel expense shall also include a subsistence allowance in accordance with Article 20.00 of this Agreement for the following day.

Payment of subsistence allowance for any preceding or following days 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.

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

### **19.03**

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

### **19.04**

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

### **19.05**

On jobs located over 400 kilometres radius from the City Hall of Winnipeg, all employees receiving subsistence allowance or camp accommodation shall be entitled to short term trips from the jobsite with fare paid by the Employer as follows:

- a) The employee shall qualify for one return trip away from the jobsite for each 30 calendar days he is at the jobsite.
- b) For each such trip taken, the Employer shall provide return transportation at no cost to the employee, or pay his return fare, to the City of Winnipeg. Mode of transportation or determination of fare shall be on the same basis as established under Article 19.02.
- c) If an employee is unable or does not wish to take such trip immediately on qualifying, he may take it later, and any days on the jobsite in excess of 30 may be credited toward the establishment of subsequent 30 day periods and trip qualifications; provided that in any event such trips shall not be taken in intervals of less than 20 days.
- d) Not more than 25% of the employees on the job shall be away on such trips at any one time.
- e) The employee shall not be away from the jobsite for more than 5 working days (not counting Saturday, Sunday, or Holidays) nor more than 9 calendar days, whichever is less, otherwise he shall be considered to have terminated his employment and Article 19.01 shall apply as it relates to terminal transportation expenses.

- f) If such employee(s) elect not to take this rotation expense they shall not be entitled to the equivalent of transportation expense. (The foregoing may be altered by mutual agreement between the Employer and the Business Manager.)

Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in this Article 19.05 are separate from those in Article 19.01 to 19.04 covering the initial and final transportation.

### **19.06**

An employee shall have the right to refuse a transfer from one job to another, if he has worked until the completion of the job to which he was originally assigned.

## **ARTICLE 20.00 - SUBSISTENCE ALLOWANCE**

### **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) On projects 100 kilometres to 250 kilometres radius from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule at the beginning of this appendix for each day worked or reported for work, by the employee. On camp projects, accommodation shall be provided on a seven (7) days per week basis. Note: See Memorandum of Agreement re: Pine Falls. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.
- b) On projects over 250 kilometres radius from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule at the beginning of this appendix or camp seven (7) days per week.
- c) On projects where the camp is beyond walking distance, transportation shall be provided.
- d) Local residents, as defined in Article 3.07 shall not be entitled to subsistence allowance. On camp jobs, local residents shall be entitled to one (1) meal daily (except in cases where the Owner elects to deny this provision, in which case the Employer shall discuss the situation with the Business Manager to find a solution.)

### **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 his card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, he 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 men 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 men 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 he is required to maintain temporary living quarters away from his permanent residence.

### **20.03**

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule at the beginning of this Appendix.

### **20.04**

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided.

There shall be no charge to employees for use of washers and dryers provided on camp jobs.

### **20.05**

Subject to Articles 20.01 and 20.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20.01 and 20.02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

### **20.06**

Subject to Article 20.05 on a 4/10 work cycle, the member will be paid five (5) days Subsistence, provided he works all of his shifts. In the event a member is absent without the consent of the Contractor he will only be paid for days worked.

### **20.07**

It is agreed by both the Union and the Boilermaker Contractors' Association to establish a Subsistence Review Committee to address the payment of Subsistence Allowance on projects north of the 53<sup>rd</sup> Parallel in the Province of Manitoba. The Committee will be established within forty five (45) calendar days upon the conclusion of the 2010 round of collective bargaining and will be tasked with making a recommendation

to the parties on the appropriate payment of a Northern Subsistence Allowance for the Province of Manitoba. It is further agreed that once the parties agree to the recommendation of the Committee that the amount of said Northern Subsistence Allowance will become part of the Manitoba Appendix through the enabling provision of the Collective Agreement.

**ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

**32.02**

This Appendix shall remain in force and effect until April 30, 2013 and from year to year thereafter unless either party shall, at least 90 days prior to any anniversary date thereafter; notify the other party to this Agreement in writing of any proposed changes in this Agreement.