

# ARTICLES OF AGREEMENT



BETWEEN



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

**ON ITS OWN BEHALF AND ON BEHALF OF LOCAL LODGE 73**  
*(hereinafter referred to as the "Local Lodge")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION**

Including

The Boilermaker Contractors' Association of New Brunswick  
The Boilermaker Contractors' Association of Nova Scotia  
The Boilermaker Contractors' Association of Prince Edward Island  
*(On behalf of each of its members companies hereinafter referred to as the "Employer")*

Governing Wages and Working Conditions on all Field Construction Work in New Brunswick, Nova Scotia and Prince Edward Island.

The Agreement will expire on June 30, 2021.

Effective: September 9, 2018 to June 30, 2021

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## **ARTICLE 1.00 – PURPOSE**

### **1.01**

The purpose of this Agreement is to govern wages and working conditions within the Provinces of New Brunswick, Nova Scotia and Prince Edward Island to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both Parties must give service to the public.

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

The Parties agree that the Memorandum of Agreement dated July 5, 2018 for New Brunswick, Nova Scotia and Prince Edward Island forms part of this Agreement.

The Parties agree to keep the Master Portion consistent for all Provinces, unless dictated by Provincial Legislation or industry specific requirements.

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

## **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 Letter No. 1 attached hereto.

### **2.03**

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

### **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 Foreperson.

## **2.06**

When a tool crib is established by an Employer on a job on which their work is predominantly Boilermaker jurisdiction, and an attendant is required, they 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 Foreperson 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**

- a) The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.
- b) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12<sup>th</sup>, 2010.

### **3.03**

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

### **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 Foreperson, Foreperson, and Assistant Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson, Foreperson and Assistant Foreperson is the sole responsibility of the Employer.

### **3.06**

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

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

### **3.07 Management Rights:**

- a) 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.
- b) On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreperson, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.
- c) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

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

### **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 they

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 workers 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 their membership in the Union or their participation in its lawful activities. The Company will provide written response to the Local Union upon refusal to hire.

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**

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

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

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

#### **4.04**

After the Employer has requested the Union office to furnish workers to perform work within the scope of this Agreement, and the required number of workers 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 workers are requested, the Employer shall have the right to procure and retain until layoff the required number of workers from other available sources, provided that the Employer shall notify the Union office when exercising this right.

Such workers 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.



#### **4.05**

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.

#### **4.06**

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.

#### **4.07**

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.

#### **4.08**

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

- a) the non-members and retirees;
- 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.

#### **4.09**

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

## **ARTICLE 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 they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

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

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

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

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

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

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

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

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

**7.04**

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

**7.05**

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.

**7.06**

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

**7.07**

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

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

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

**7.08**

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

**7.09**

The Parties agree to adopt the October 8, 2014, Version 5.0 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule and as updated by the 2010 Addendum.

## **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 four (4) hours per test to take the test including transfer fees, materials and inspector fees.

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

### **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 their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them 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 their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their 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.

### **8.07**

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

## **ARTICLE 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 their duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they 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 they are 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 Foreperson, Foreperson, 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 their fair share of overtime work for which they are 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, they 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 Foreperson 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 their 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/Secretary-Treasurer or their 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/Secretary-Treasurer or their Assistant and a Representative of the Employer. After this meeting, the Employer shall give their 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 their 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 or the Boilermaker Contractors' Association, concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Such a complaint shall be discussed with the Business Manager/Secretary-Treasurer or their Representative, the International Vice-President or their Representative or the Employer, the Boilermaker Contractors' Association or their Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager/Secretary-Treasurer, the International Vice-President, the Employer or the Boilermaker Contractors' Association within ten (10) working days from the incident giving rise to the complaint.

**12.02**

After receipt of the grievance, the Business Manager/Secretary-Treasurer or Employer shall give their 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 their 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 (10) working days of the receipt of notice to proceed to Arbitration the Parties to the grievance will agree on a mutually acceptable Arbitrator. If the Parties are unable to agree on an Arbitrator the matter can be referred to the Minister for the appointment of an Arbitrator.

### **13.03**

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

### **13.04**

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.

### **13.05**

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.

## **ARTICLE 15.00 - SHIFT WORK**

Shift Work shall be defined in the Appendix.

## **ARTICLE 16.00 - OVERTIME**

Overtime shall be defined in the Appendix.

## **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:

#### **New Brunswick**

New Brunswick Day

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

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

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

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

## **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 they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day of subsistence if at least half the shift is worked and half a day of subsistence if less than half a shift is worked.

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

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 day worked.

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

### **21.01**

Each employee shall receive a vacation allowance on their gross wages in accordance with the schedule as set out in the appropriate Provincial Appendix, which shall be included in their 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 their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel time and transportation allowances, subsistence, etc.
- b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website – please note that effective January 1, 2018 all Records of Employment must be filed electronically through the ROE website), within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays of the date of layoff or termination.

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

### **22.03**

When an employee quits of their 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 their 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. Final payment and Record of Employment (ROE) may also be completed electronically.

## **ARTICLE 23.00 – WAGES**

### **23.01**

As agreed to in the Memorandum of Agreement dated July 5, 2018 in the provinces of New Brunswick, Nova Scotia and Prince Edward Island, 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 in 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).

## **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 in 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).

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

### **27.01**

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

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/Secretary-Treasurer of the 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 Journeyperson(s) without the Employer's agreement.

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

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

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

### **27.02**

All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act of the Provinces of New Brunswick, Nova Scotia and Prince Edward Island and the Parties hereto agree to observe all provisions of the said Act.

### **27.03**

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

### **27.04**

The Apprenticeship Fund of Local Lodge 73 will be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund as per the established jointly trusteed Trust Documents.

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

**27.06**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the New Brunswick, Nova Scotia and Prince Edward Island Provincial Appendix attached hereto, to the Apprenticeship Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (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 in the New Brunswick, Nova Scotia and Prince Edward Island Provincial Appendix attached hereto, to the Educational Training Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (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 the Local Lodge as per the established jointly trusted Trust Documents.

**28.04**

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

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

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the New Brunswick, Nova Scotia, and Prince Edward Island Provincial Appendix attached hereto, to the Boilermakers' National Education and Training Trust Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate.

## **ARTICLE 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 (see Letter No. 2).

## **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 workers 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 of Understanding dated April 21, 2016 relating to the performance of tank work (See Letter No. 3).



## **ARTICLE 31.00 - ADMINISTRATION OF AGREEMENT**

### **31.01**

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to establish a Liaison Committee for Local Lodge 73 to meet at least twice each year or as required for the purpose of discussing mutual problems and matters of interest.

### **31.02**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in 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).

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

### **32.01**

This Agreement shall become effective on date of signing. Expiration of the New Brunswick, Nova Scotia and Prince Edward Island Appendix will be as per Provincial Statutes. Increases in wages and all other monetary items listed in the attached Appendix shall be effective as provided hereto.

### **32.02**

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

### **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 their 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, 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 in the applicable Provincial Appendix.

**Union Promotion Fund:** In the Provinces of Nova Scotia (Mainland) & Prince Edward Island, Nova Scotia (Cape Breton) and New Brunswick, 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 in 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.)

**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.

**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.

Dated at Moncton this 9th day of September, 2018.

**FOR THE UNION:**

SIGNATURE ON FILE

KENT OLIVER

International Representative

SIGNATURE ON FILE

DAVID NOEL

Business Manager/Secretary-Treasurer, Local 73

**FOR THE EMPLOYER:**

SIGNATURE ON FILE

MARTY ALBRIGHT

Director of Labour Relations

SIGNATURE ON FILE

STYVE DUMOUCHEL

Chairman, BCA Multi Provincial Board of Directors

**LETTER #1**  
**CLARIFICATION OF CRAFT JURISDICTION**  
**(REFERRED TO IN ARTICLE 2.00)**

**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, oftakes-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 #2  
SUBCONTRACTING OF WORK  
(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 #3**  
**Letter of Understanding**  
**Between**  
**Boilermakers Contractors' Association**  
**And**  
**The International Brotherhood of Boilermakers**

**Tank Work Employers Letter (Referred To In Article 30.00)**

Because of the nature and requirements of the work, the Union and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Union as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Union has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding manpower requirements.

The Employer with mutual agreement with the Local Business Manager will be permitted to select from any Out of Work List one (1) member for each of the following classifications: foreperson, fitter, welder, automatic operator (if required), Welder Vertimatic Operator, welding supervisor (if required) for every New Project.

The next five (5) Employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the basis of 50% name hire.

- (a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.
- (b) Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.
- (c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.
- (d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

(e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

**Date: April 21, 2016**

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

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

SIGNATURE ON FILE  
**Marty Albright**  
**BCA Multi Provincial Board of**  
**Directors**  
**Western Canada**

SIGNATURE ON FILE  
**Joseph Maloney**  
**International Vice President**  
**International Brotherhood of**  
**Boilermakers**



**LETTER #4**  
**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**

**LETTER #5**  
**Letter of Understanding**  
**Between**  
**Boilermaker Contractors' Association**  
**And**  
**The International Brotherhood of Boilermakers**

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

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

Dated at Moncton this 5th day of July 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

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

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Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

SIGNATURE ON FILE

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Kent Oliver  
International Representative  
International Brotherhood of Boilermakers

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Styve Dumouchel  
Multi Provincial Board Chair  
Boilermaker Contractors' Association

## **ADDRESSES**

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

**ARNIE STADNICK, International Vice-President**

**WESTERN OFFICE:**

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

TELEPHONE: (780) 483-0823

FAX: (780) 489-3043

**EASTERN OFFICE:**

#101, 115 Prince William Street

Saint John, NB E2L 2B4

TELEPHONE: (506) 634-8203

FAX: (506) 634-0307

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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**

**PROVINCE 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) 725-1993

**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 - 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 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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**LODGE 555  
PROVINCES OF MANITOBA AND SASKATCHEWAN.**

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

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

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

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

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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**

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

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**LODGE 133**

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

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

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

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**BOILERMAKER CONTRACTORS' ASSOCIATION**

**Sara Scott, Executive Director**

20 Corporate Park Drive, Suite 102

St. Catharine's, ON L2S 3W2

Telephone: (905) 684-2244

Fax: (905) 682-2320

Email: [sscott@bcacanada.ca](mailto:sscott@bcacanada.ca)

Website: [www.bcacanada.ca](http://www.bcacanada.ca)

**Marty Albright, Director of Labour Relations**

20 Corporate Park Drive, Suite 102

St. Catharine's, ON L2S 3W2

Telephone: (905) 684-2244

Fax: (905) 682-2320

Email: [malbright@bcacanada.ca](mailto:malbright@bcacanada.ca)

Website: [www.bcacanada.ca](http://www.bcacanada.ca)

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**APPENDIX "B"**  
**NEW BRUNSWICK, NOVA SCOTIA AND PRINCE EDWARD ISLAND**

**ARTICLE 1.00 - PURPOSE**

**1.01**

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

**ARTICLE 14.00 - HOURS OF WORK**

**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 eight (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/Secretary-Treasurer. 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/Secretary-Treasurer and the Employer.
- b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager/Secretary-Treasurer and the Employer.
- c) Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

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

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- d) A minimum of forty (40) hours is required to implement the compressed work week schedule. Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing. All time worked on a make-up day will be at the employee's choice. This only applies to standard forty (40) hour compressed work weeks.

### **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 their regular lunch break except in emergency or special circumstances, in which case, they will receive a reassigned one-half hour lunch break. If this break falls outside the regular lunch break established on the job, they shall receive an additional allowance of one-half hour of pay at straight time rates which shall be in addition to their regular straight time hours.

### **14.05**

- a) Two rest or coffee breaks of 10 minutes each shall be established by the Employer on each 8 hour shift. If overtime is to follow the regular 8 hour work shift, a further 10 minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled 10 hour work day is established the rest or coffee breaks may be either three breaks of 10 minutes each, (described above) or two breaks of 15 minutes each.
- b) On a 10 hour schedule a two thirty-minute break schedule may be used. Using this schedule both half hour breaks will be paid at the applicable rate of pay.

### **14.06**

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

## **ARTICLE 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.

The attached Addendum addresses Unscheduled Emergency Maintenance and Repair Work.  
*(Note: Placed at the end of Appendix "B")*

### **15.03**

A shift premium shall apply on all hours worked on second and third shifts at the rates as set out in the Wage and Benefit Schedule of this Appendix.



#### **15.04**

When an employee is required to return to work without an eight (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, they shall be paid overtime at double (2) time rates.  
Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.
- b) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.
- c) Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

#### **16.02**

- a) When an employee works more than ten (10 hours), a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the straight time rate of pay. At their 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 ten (10) hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager/Secretary-Treasurer or their 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 or (in NB) / and (in NS/PEI) 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, they shall be entitled to four (4) hours of pay, plus subsistence if applicable, for each of the first two regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (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 19.02 shall govern.

### **18.02**

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

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

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

### **18.03**

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

- a) If an employee reports but is not placed to work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.
- b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to one (1) day of pay at the applicable rate of pay.

### **18.04**

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

### **18.05**

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

### **18.06**

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

### **18.07**

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

### **18.08**

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue their work, they shall be paid at the applicable rates for all hours worked up to the time of the accident, and shall also receive any other applicable daily allowances. If it is not a lost time accident, covered by Worker's Compensation, they shall also be paid for the remaining unworked normal daily hours for that day, (i.e. eight (8) hours) at the applicable rate.

## **ARTICLE 19.00 - TRAVELLING EXPENSES**

### **19.01**

- a) For jobs within sixty-five (65) road kilometres of the City hall of the city of Saint John in the province of New Brunswick and the City hall of the city of Halifax in the province of Nova Scotia:
  - (i) Employees whose permanent residence is also within sixty-five (65) road kilometres of the City Hall will receive a daily travel allowance when the location of the job is outside a twenty four (24) road kilometre free zone from the City Hall in the province of New Brunswick or outside a thirty-two (32) road kilometre free zone from the City Hall in the province of Nova Scotia. The allowance shall be based on the one-way distance from the edge of the free zone to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate.
  - (ii) All other employees (i.e. having permanent residence beyond sixty-five (65) road kilometres from the City Hall) on such projects shall be governed by (b) following.
- b) In all other cases (i.e. other than (a)(i) above), employees will be entitled to daily travel or subsistence based on the distance in road kilometres from the employee's permanent residence to the project, as follows:
  - (i) Up to 24 kilometres in the province of New Brunswick and up to 32 kilometres in the province of Nova Scotia & Prince Edward Island: free zone
  - (ii) From 24 kilometres to 40 kilometres in the province of New Brunswick and from 32 kilometres to 48 kilometres in the provinces of Nova Scotia and Prince Edward Island:

- a daily travel allowance, per day worked or reported, equal to 24% of the daily subsistence allowance.
- (iii) Above 40 kilometres to 60 kilometres in the province of New Brunswick and from 48 kilometres to 68 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 48% of the daily subsistence allowance.
  - (iv) Above 60 kilometres to 80 kilometres in the province of New Brunswick and from 68 kilometres to 88 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 64% of the daily subsistence allowance.
  - (v) Above 80 kilometres to 100 kilometres in the province of New Brunswick and from 88 kilometres to 100 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 68% of the daily subsistence allowance.
  - (vi) Employees whose permanent residence is over one hundred (100) kilometres from the job location, and who are maintaining temporary living quarters, and who properly complete the Application for Subsistence Allowance, will qualify for subsistence allowance in accordance with Article 20.00.  
If such employees choose instead to commute daily, they will be entitled to a daily travel allowance, per day worked or reported, equal to the daily subsistence allowance.
- c) Employees on subsistence allowance shall also be entitled to a daily travel allowance, per day worked or reported, when the location of the job exceeds twenty-four (24) road kilometres from the City Hall (or main post office where no City Hall) in the province of New Brunswick and thirty-two (32) road kilometres in the province of Nova Scotia & Prince Edward Island of the nearest city or town in which reasonable accommodation is available; or in special cases, from such closer location of accommodation as the Business Manager/Secretary-Treasurer and the Employer may mutually agree to.  
In such cases, the allowance shall be based on the one-way distance, in road kilometres from the edge of the twenty four (24) kilometre free zone in the province of New Brunswick and the thirty-two (32) kilometre free zone in the provinces of Nova Scotia & Prince Edward Island, to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate. This allowance shall not exceed one-half of the daily subsistence allowance rate.

## **19.02**

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

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

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

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

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

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

### **19.03**

- a) An employee shall qualify for travel expense one way, from point of hiring to the job, on the completion of fifteen (15) calendar days employment, and shall receive payment for such expense on the pay day corresponding to the pay period during which they qualified.
- b) An employee shall qualify for return travel expense, from the job to the point of hiring, on the completion of thirty (30) calendar days employment and shall receive payment for such expense on the pay day corresponding to the pay period during which they qualified.
- c) An employee shall also be entitled to return travel expense:
  - (i) if they have been laid off;
  - (ii) if the job has been completed;
  - (iii) if they have been granted permission by the Employer to leave before completion.

### **19.04**

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

### **19.05**

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

### **19.06**

An employee shall have the right to refuse a transfer from one job to another, if they have worked until the completion of the job to which they were 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) An employee's entitlement to subsistence will be governed by the provisions of Article 19.01 and submission of the Application for Subsistence form properly completed and signed confirmation by the Employee and the Union Business Manager/Secretary-Treasurer/Designee. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.
- b) The employee's permanent residence and their entitlement to subsistence allowance for any project shall be that existing at the time of dispatch to the project.

- c) The Union will give preference to dispatching employees whose permanent address is in the job area, when they are available and qualified.
- d) In order to qualify for the subsistence allowance under Article 20.01, the member will have to supply the following information at the time of hire.

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

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

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

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

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

## **20.02**

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

- a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.
- b) In other cases, where the Union supplies workers from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.
- c) Where the Employer obtains or supplies workers from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless they are required to maintain temporary living quarters away from their permanent residence.

## **20.03**

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

**20.04**

Where the Owner provides a camp, the employee will stay in the camp provided it meets acceptable industry camp standards, (i.e. one worker per room), in which case Subsistence Allowance shall not apply. There shall be no charge to employees for use of washer 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 which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day 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 of Subsistence, provided they work all of their shifts. In the event a member is absent without the consent of the Contractor they will only be paid for days worked.

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

**32.02**

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

**Addendum: Re Article 15.02**

**NEW BRUNSWICK, NOVA SCOTIA and PRINCE EDWARD ISLAND**

**Unscheduled Emergency Maintenance and Repair Work**

**Principle 1 - Single Crew**

Where only one crew is employed on a specific job between Monday and Friday (excluding Recognized Holidays) the hours of work shall be 8:00 a.m. to 4:30 p.m. and payment shall be at straight time rates. Payment for work performed before 8:00 a.m. and after 4:30 p.m. and on Saturdays, Sundays and Recognized Holidays shall be at the prevailing overtime rate. Since this schedule does not constitute shift work, shift premium is not applicable.

When a second dispatch is made to supplement this original crew (i.e. no one sent home), the additional crew members form part of the initial crew and receive payment as set forth above.

**Principle 2**

When one crew is employed on a specific job and it becomes known that a second shift will be required on that job, shift work is deemed to commence at the time the second shift crew commences work (i.e. The first crew follows principle 1, above, for the first day worked, and thereafter shift work proceeds).

**Note:** When it is known prior to job starting that at least 2 shift crews are required shift work will apply at the commencement of the job.

**Principle 3 - Scheduled Two or Three Shift Operations**

It is understood and agreed that the regular starting times may be adjusted by up to 4 hours before or after the regular starting times on any of the following shift schedules:

a) **Day Work**

Commences at 8:00 a.m. or up to 4 hours before or after 8:00 a.m. as determined by the Employer.

Payment shall be at straight time rates for the first 8 hours worked

Monday to Friday inclusive with no shift premium.

For all work performed after 8 hours and on Saturdays, Sundays and Recognized Holidays, payment shall be at prevailing overtime rates with no shift premium.

b) **Afternoon Shift**

Commences at 4:00 p.m. or up to 4 hours before or after 4:00 p.m. as determined by the Employer.

Payment shall be at straight time rates plus shift premium for the first 8 hours worked Monday to Friday inclusive.



For all work performed after 8 hours and on Saturdays, Sundays and Recognized Holidays, payment shall be at prevailing overtime rates plus shift premium for hours worked.

c) **Night Shift**

Commences at 12:00 midnight or up to 4 hours before or after 12:00 midnight as determined by the Employer.

Payment shall be at straight time rates plus shift premium for the first 8 hours worked Monday to Friday inclusive.

For all work performed after 8 hours and on Saturdays, Sundays and Recognized Holidays, payment shall be at prevailing overtime rates plus shift premium for hours worked.

**Note**

1. The weekend shall be deemed to commence at 8:00 a.m. Saturday and conclude at 8:00 a.m. Monday.
2. Shift work can commence with a day, afternoon, or night shift.
3. Where the Employer has opted to adjust the regular starting times by up to 4 hours, the Employer further agrees to revert to regular shift starting times as quickly as job conditions allow.

Per Agreement between the Union and the Boilermaker Contractors' Association, the language in Note 2 **does not apply** to Principle 1 – Single Crew but **does apply specifically** to Principles 2 & 3 – Scheduled Two or Three Shift Operations.

**Unscheduled Emergency Maintenance & Repair Work**  
**Shift Examples**

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

EXAMPLE 1: Two Shifts of 10 Hours each:  
(Monday- Friday) Non Holiday

Day Shift - (1st Shift)

Assume commence at 8:00 a.m. (May commence  $\pm$  4 hours)

8:00 a.m. - 12:00 Noon	4 Hours
Noon - 12:30 p.m.	Lunch
12:30 p.m. - 6:30 p.m.	<u>6 Hours</u>

Total Worked = 10 Hrs  
Pay = 8 Hrs Regular Rate + 2 hrs at 2 x Reg. Rate

Afternoon Shift - (2nd Shift) (May commence  $\pm$  4 hours)

6:30 p.m. - 10:30 p.m.	4 Hours
10:30 p.m. - 11:00 p.m.	Lunch
11:00 p.m. - 5:00 a.m.	<u>6 Hours</u>

Total Worked = 10 Hours  
Pay = 8 Hrs Reg. Rate plus Shift Premium  
2 Hrs of Reg. Rate + Shift Premium + Reg. Rate

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Two Shifts of 10 hours each: Saturday, Sunday & Recognized Holidays

Day Shift (1st shift)

Assume hours as above

Total Worked = 10 Hrs  
Pay = 10 Hrs at 2.0 times Regular Rate

---

Two Shifts of 10 Hours each: Saturday, Sunday and Recognized Holidays

Afternoon Shift (2nd Shift)

Assume hours as above

Total Worked = 10 Hrs  
Pay = 10 Hrs at Regular Rate + Shift Premium + Reg. Rate

EXAMPLE 2: Three Shift Operation: (Monday-Friday)

*Non Holiday*

Day Shift - (1st Shift)

Assume commence at 8:00 a.m. (May commence  $\pm$  4 hours)

8:00 a.m. -12:00 Noon	4.0 Hours
Noon - 12:30 p.m.	Lunch
12:30 p.m. - 4:00 p.m.	<u>3.5 Hours</u>

Total Worked = 7.5 Hours  
Pay = 8.0 Hours Regular Rate

Afternoon Shift - (2nd Shift) (May commence  $\pm$  4 hours)

4:00 p.m. -8:00 p.m.	4.0 Hours
8:00 p.m. -8:30 p.m.	Lunch
8:30 p.m. -12:00 Midnight	<u>3.5 Hours</u>

Total Worked = 7.5 Hours  
Pay = 8.0 Hrs Reg. Rate +8.0 Hrs of Shift Premium

Night Shift -(3rd Shift)(May commence  $\pm$  4 hours)

Midnight -4:00 a.m.	4.0 Hours
4:00 a.m. -4:30 a.m.	Lunch
4:30 a.m. -8:00 a.m.	<u>3.5 Hours</u>

Total Worked = 7.5 Hours  
Pay = 8.0 Hrs Reg. Rate +8.0 Hrs of Shift Premium

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Three Shift Operation: Saturday, Sunday and Recognized Holidays

Day Shift

Assume Hours as above

Total Worked = 7.5 Hours  
Pay = 8.0 Hours at 2.0 times Regular Rate

---

Three Shift Operation: Sunday and Recognized Holidays

2nd & 3rd Shifts

Assume Hours as above

Total Worked = 7.5 Hours  
Pay = 8.0 Hours at Reg. Rate + shift Premium + Reg. Rate

EXAMPLE 3: Two Shifts of 9 Hours each:  
(Monday - Friday) Non Holiday

Day Shift - (1st Shift)

Assume commence at 8:00 a.m. (May commence  $\pm$  4 hours)

8:00 a.m. - 12:30 p.m.	4.5 Hours
12:30 p.m. - 1:00 p.m.	Lunch
1:00 p.m. - 5:30 p.m.	<u>4.5 Hours</u>

Total Worked =	9.0 Hours
Pay =	8 Hours Regular Rate plus 1 Hour at 2 times Regular Rate

Afternoon Shift - (2nd Shift) (May commence  $\pm$  4 hours)

5:30 p.m. - 10:00 p.m.	4.5 Hours
10:00 p.m. - 10:30 p.m.	Lunch
10:30 p.m. - 3:00 a.m.	<u>4.5 Hours</u>

Total Worked =	9.0 Hours
Pay =	8.0 Hours Reg. Rate + Shift Premium plus 1.0 Hrs at Reg. Rate + Shift Premium + Reg. Rate

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Two Shifts of 9 Hours each: Saturday, Sunday and Recognized Holidays

Day Shift (1st Shift)

Assume Hours as above

Total Worked =	9 Hours
Pay =	9 Hours at 2.0 times Regular Rate

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Two Shifts of 9 Hours each: Sunday and Recognized Holidays

Afternoon Shift (2nd Shift)

Assume Hours as above

Total Worked =	9 Hours
Pay =	9 Hours at Regular Rate + Shift Premium + Reg. Rate

EXAMPLE 4: Two Shifts of 10 Hours each:  
(Monday- Friday) Non Holiday

Day Shift - (1st Shift)

Assume commence at 8:00 a.m. (May commence  $\pm$  4 hours)

8:00 a.m. - 1:00 p.m.            5 Hours  
1:00 p.m. - 1:30 p.m.           Lunch  
1:30 p.m. - 6:30 p.m.            5 Hours

Total Worked = 10 Hours  
Pay = 8 Hours Regular Rate  
plus 2 Hours at 2 times Regular Rate

Night Shift - (2nd Shift) (May commence  $\pm$  4 hours)

6:30 p.m. - 11:30 p.m.           5 Hours  
11:30 p.m. - Midnight            Lunch  
Midnight - 5:00 a.m.              5 Hours

Total Worked = 10 Hours  
Pay = 8 Hrous Regular Rate  
plus 2 Hrs at Reg Rate + Shift Prem + Reg Rate

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Two Shifts of 10 Hours each: Saturday, Sunday & Recognized Holiday

Day Shift (1st Shift)

Assume Hours as above

Total Worked = 10 Hours  
Pay = 10 Hours at 2.0 times Regular Rate

Night Shift (2nd Shift)

Assume Hours as above

Total Worked = 10 Hours  
Pay = 10 hours at reg. Rates + Shift Premium + Reg. Rate

EXAMPLE 5: Two Shifts of 12 Hours each:  
(Monday-Friday) Non Holiday

Day Shift - (1st Shift)

Assume commence at 4:00 a.m. (May commence  $\pm$  4 hours)

4:00 a.m. - 9:00 a.m.	5 Hours
9:00 a.m. - 9:30 a.m.	Lunch
9:30 a.m. - 2:30 p.m.	5 Hours
2:30 p.m. - 3:00 p.m.	O.T. Meal
3:00 p.m. - 5:00 p.m.	<u>2 Hours</u>

Total Worked = 12 Hours  
Pay = 8 Hours Regular Rate  
plus 4 Hours at 2 times Regular Rate

Night Shift - (2nd Shift)

4:00 p.m. - 9:00 p.m.	5 Hours
9:00 p.m. - 9:30 p.m.	Lunch
9:30 p.m. - 2:30 a.m.	5 Hours
2:30 a.m. - 3:00 a.m.	O.T. Meal
3:00 a.m. - 5:00 a.m.	<u>2 Hours</u>

Total Worked = 12 Hours  
Pay = 8.0 Hours Regular Rate  
plus 4 Hrs + Reg. Rate + Shift Prem + Reg. Rate

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Two Shifts of 12 hours each Saturday, Sunday and Recognized Holidays

Day Shift (1st Shift)

Assume Hours as above

Total Worked = 12 Hrs

Pay = 12 Hrs at 2.0 times Regular Rate

& Night Shift (2nd Shift)

Assume Hours as above

Total Worked = 12 Hrs

Pay = 12 Hrs at Reg. Rate + Shift Prem + Reg Rate

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

Emergency Repairs – Travel Time

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

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

Dated at Moncton this 5th day of July 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

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

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

SIGNATURE ON FILE

SIGNATURE ON FILE

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

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















## NOTES

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