



April 30, 2013

**NOTICE OF SETTLEMENT**

**LOCAL LODGE 555**  
**MANITOBA & SASKATCHEWAN**

**NEW WAGE & BENEFIT SCHEDULES (ATTACHED)**  
**EFFECTIVE MAY 5, 2013**

Dear Boilermaker Contractor,

Please be advised that the agreement between the Boilermaker Contractors' Association (BCA) and the International Brotherhood of Boilermakers (IBB), Local Lodge 555 has been **ratified for the provinces of Manitoba and Saskatchewan.**

Attached are the Wage & Benefit Schedules for Manitoba & Saskatchewan.

**MONETARY INCREASES WILL BE EFFECTIVE MAY 5, 2013**

Wage & Benefit Schedules will also be available on the BCA website at:

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

**PLEASE ENSURE A COPY OF THIS NOTICE AND THE REVISED WAGE &  
BENEFIT SCHEDULES ARE PROVIDED TO YOUR PAYROLL DEPARTMENT**

## **BOILERMAKER MULTI-PROVINCIAL COLLECTIVE AGREEMENT**

### **MASTER PORTION**

- Master Portion - Effective May 1, 2013 to April 30, 2017 - Four (4) year term in the provinces of Manitoba and Saskatchewan (Local Lodge 555)
- Amend Master Portion and Appendices to be gender neutral
- Amend Article 3.06 second paragraph to read:  
The Employer shall discuss *in advance of the job commencing* availability of qualified General Foremen with the Business Manager or his designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreman, and the determination and acceptance of his qualifications, shall be the sole prerogative of the Employer.
- Amend Article 3.08 to include the following new paragraph (g):  
(g) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.
- Amend Article 4.02 to include the following new sentence:  
The Company will provide written response to the Local Union upon refusal to hire.
- Amend Article 4.08 in read:  
The Employers will notify the *Union* of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner *via fax or electronic means*.
- Amend Article 7.03 to include the following new paragraph:  
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.
- Amend Article 7.06 to include the following new paragraph:  
The Union agrees to provide (effective May 1, 2014) the Employer with qualified employees (including apprentices) who hold the following core health and safety

training, WHMIS, Confined Space Entry, Fall Arrest/Fall Protection and Respirator Fit tested. Where required by the customer/client potential employees shall have current CSTS certification or equivalent and H2S Alive.

- Job Ready Training and Dispatch
  - Agreed by the parties to increase the Education and Training Fund by \$0.25 for the provinces of Manitoba and Saskatchewan effective May 1, 2013 (Increase is outside the total wage package until the expiration of the agreement April 30, 2017)
  - Trustees of the local Apprenticeship and Training Trust Fund are to develop a plan for the implementation of Job Ready Dispatch for review and approval by the joint Manitoba and Saskatchewan Bargaining Committee (those negotiating the Manitoba and Saskatchewan Appendices) for implementation by September 1<sup>st</sup>, 2013.
  
- Amend Article 7.08 to read as follows:

The Parties agree to adopt the October 2005 Alcohol & Drug Guidelines and Work Rule and as updated by the 2010 Addendum.
  
- Amend Article 8.01 (Second Paragraph):

Delete "The Province of New Brunswick"
  
- Amend Article 16.00 to include the following:

Effective January 1, 2014

(a) 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.
  
- Amend Article 22.04 to include the following sentence:

Final payment and ROE may also be completed electronically.
  
- Amend Article 27.01 to include the following:

Apprentice intakes in the province of Manitoba and Saskatchewan will consist of up to twenty five percent (25%) Helmets to Hardhats (H2H) candidates if available.

- Amend and re-issue the Tank Letter to include the following inclement weather clause:

Effective January 1, 2014

- (a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather he 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, he 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, he shall be paid two (2) hours reporting time and allowed to leave the job immediately.
- (c) When an employee has started to work on his regular shift and is instructed to stop, he shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.
- (d) If an employee stops work for reasons of his own, and without the approval of the Employer, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- (e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

**APPENDIX "A" – MANITOBA**

- 4 year term – Expires April 30, 2017
- Economic Increase – 3% per year based on the Total Wage Package (Reflected in the attached Wage & Benefit Schedule)
- Increase the General Foreman rate by \$2.50 per hour and the Foreman rate by \$1.25 per hour (Reflected in the attached Wage & Benefit Schedule)
- Shift Premiums will be increased by \$0.50 to \$3.75 (Reflected in the attached Wage & Benefit Schedule)
- Amend Article 16.02 - Increase Meal Allowance by \$5.00 to \$30.00 (Effective May 5, 2013)
- Amend Article 18.05 last sentence to include the following 'however this does not pertain to the normal Christmas break (i.e. 2 weeks)'
- Article 19.00 - Free Zone reduced to 32 kilometres
- Amend Article 19.01 (c) & 20.01 (a) to include the following reference to Pine Falls: 'The Pine Falls, Manitoba Pulp and Paper Mill is deemed to be 100.1 kilometers radius from the City Hall of Winnipeg.'

- Article 19.00 - Transportation Rate to increase to \$0.53 per kilometre (Reflected in the attached Wage & Benefit Schedule)
- Article 20.00 – Subsistence Allowance - Reduced to 225 kilometres
- Subsistence allowance will be increased by \$10.00 for both North and South of the 53<sup>rd</sup> Parallel effective the first Sunday following ratification, but no sooner than May 5, 2013, with an additional increase of \$5.00 effective May 4, 2014, May 3, 2015 and May 1, 2016 (Reflected in the attached Wage & Benefit Schedule)
- Establish a Subsistence Review Committee to address the payment of Subsistence Allowance for all of Manitoba (recognizing projects north of the 53<sup>rd</sup> Parallel may require special considerations). BCA/IBB involved in identifying concerns regarding the standards of accommodation.

### **APPENDIX “B” – SASKATCHEWAN**

- 4 year term – Expires April 30, 2017
- Economic Increase – 3% per year based on the Total Wage Package (Reflected in the attached Wage & Benefit Schedule)
- Increase the General Foreman rate by \$2.50 per hour and the Foreman rate by \$1.25 per hour (Reflected in the attached Wage & Benefit Schedule)
- Amend Article 7.07 to include PART 2-SCOT (Safety Construction Orientation Training), CSTS course or equivalent
- Shift Premiums will be increased by \$0.50 to \$3.75 (Reflected in the attached Wage & Benefit Schedule)
- Article 16.02 - Increase Meal Allowance by \$5.00 to \$30.00 (Effective May 5, 2013)
- Amend Article 18.05 last sentence to include the following ‘however this does not pertain to the normal Christmas break (i.e. 2 weeks)’
- Article 19.00 - Transportation rate to increase to \$0.54 per km
- Subsistence allowance will be increased by \$5.00 effective the first Sunday following ratification, but no sooner than May 5, 2013 with an additional increase of \$5.00 effective May 4, 2014, May 3, 2015 and May 1, 2016. (Reflected in the attached Wage & Benefit Schedule)
- BCA to discuss the Union’s request to be involved in the Joint Saskatchewan Building Trades – Construction Labour Relations Association of Saskatchewan Committee. The Union has also requested the opportunity for the BCA and IBB to be involved in identifying concerns regarding the standards of accommodation.