



May 23, 2013

NOTICE OF SETTLEMENT

LOCAL LODGE 73
NEW BRUNSWICK,
NOVA SCOTIA (CAPE BRETON & MAINLAND)
& PRINCE EDWARD ISLAND

NEW WAGE & BENEFIT SCHEDULES (ATTACHED)

Boilermaker Contractor,

Please be advised that the Boilermaker Contractors' Association has reached a settlement with the International Brotherhood of Boilermakers (IBB), Local Lodge 73.

Attached are Wage & Benefit Schedules for New Brunswick, Nova Scotia (Cape Breton & Mainland) & Prince Edward Island.

The monetary increases will be **effective May 5, 2013 in New Brunswick.**

The monetary increases for **Nova Scotia (Cape Breton & Mainland) & Prince Edward Island will be effective July 7, 2013.**

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

www.bcacanada.ca

This communiqué contains the highlights of the settlement.

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

HIGHLIGHT SHEET
BOILERMAKER MULTI-PROVINCIAL COLLECTIVE AGREEMENT
MASTER PORTION

- Master Portion - Effective May 1, 2013 to April 30, 2017 - Four year (4) term in the provinces of New Brunswick, Nova Scotia (Cape Breton & Mainland) & Prince Edward Island (Local Lodge 73)
- 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 at the end of the first paragraph:
The Company will provide written response to the Local Union upon refusal to hire.
- Amend Article 4.08 to 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 \$0.10 for the provinces of New Brunswick, Nova Scotia (Mainland & Cape Breton), Prince Edward Island effective July 7, 2013 (Increase is outside the total wage package until the expiration of the agreement June 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 New Brunswick, Nova Scotia (Mainland & Cape Breton), Prince Edward Island Bargaining Committee (those negotiating the Local 73 Appendix) for implementation by September 1st, 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 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.

HIGHLIGHT SHEET
NEW BRUNSWICK

- 4 year term
- Economic Increase – 3% per year based on the Total Wage Package
- Effective May 5, 2013, \$0.01/hour worked will be deducted from each employee and will be directed to the Canadian Building Trades (See Wage & Benefit Schedule).
- Increase transportation rate to \$0.50 per kilometre
- Subsistence allowance will be increased by \$4.00 effective May 5, 2013 with an additional increase of \$5.00 per year effective July 6, 2014, July 5, 2015 and July 3, 2016.
- Unscheduled Emergency Maintenance & Repair Work Shift Examples to be inserted following Addendum Re: Article 15.02
- Amalgamation of three Appendices (B: New Brunswick, C: Nova Scotia (Mainland) & Prince Edward Island, D: Nova Scotia (Cape Breton Only)) (Maintain three separate Wage & Benefit Schedules)

HIGHLIGHT SHEET
NOVA SCOTIA (CAPE BRETON & MAINLAND) & PRINCE EDWARD ISLAND

- 4 year term
- Economic Increase – 3% per year based on the Total Wage Package
- Increase transportation rate to \$0.54 per kilometre (adjusted per Canada Revenue Agency (CRA), effective the first Sunday in July of each year)
- Subsistence allowance will be increased by \$5.00 effective July 7, 2013 with an additional increase of \$5.00 per year effective July 6, 2014, July 5, 2015 and July 3, 2016.
- Unscheduled Emergency Maintenance & Repair Work Shift Examples to be inserted following Addendum Re: Article 15.02
- Amalgamation of three Appendices (“B”: New Brunswick, “C”: Nova Scotia (Mainland) & Prince Edward Island, “D”: Nova Scotia (Cape Breton Only)) (Maintain three separate Wage & Benefit Schedules)