



**APPENDIX "E"
NEW BRUNSWICK**

ARTICLES OF AGREEMENT

by and between

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
(A.F.L.-C.I.O.-C.L.C.)**

(hereinafter referred to as the "Union")

and

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NEW BRUNSWICK

**(on behalf of each of its member companies
hereinafter referred to as the "Employer")**

Governing Wages and Working Conditions on all Field Construction Work

The Master Portion and Memorandum of Agreement forms part of this Agreement

APPENDIX "E" : NEW BRUNSWICK

WAGE AND BENEFIT SCHEDULE (\$)

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

EFFECTIVE DATE	July 01/ 2007	July 06/ 2008	July 05/ 2009
GENERAL FOREMAN	34.36	36.16	37.46
FOREMAN	33.11	34.66	35.96
ASSISTANT FOREMAN	30.56	31.86	33.16
JOURNEYMAN	29.36	30.66	31.96
3RD YR. APPRENTICE	26.42	27.59	28.76
2ND YR. APPRENTICE	22.02	23.00	23.97
1ST YR. APPRENTICE	17.62	18.40	19.18
HELPER	22.02	23.00	23.97
VACATION PAY	9%	9%	9%
STAT. HOL. PAY	3%	3%	3%
HEALTH & WELFARE	2.25	2.25	2.25
PENSION	6.50	6.50	6.50
UNION PROMOTION	0.24	0.24	0.24
EDUCATIONAL TRAINING	0.41	0.43	0.45
APPRENTICESHIP	0.26	0.28	0.30
NATIONAL TRAINING	0.31	0.31	0.31
AUDIOMETRIC TESTING	0.03	0.03	0.03
ADMINISTRATION	0.12	0.12	0.12
HOURS OF WORK	8	8	8
SHIFT PREMIUM			
2ND SHIFT	1 1/5	1 1/5	1 1/5
3RD SHIFT	1 1/5	1 1/5	1 1/5
OVERTIME	2	2	2
TRANSPORTATION RATE	\$0.41	\$0.42	\$0.43
SUBSISTENCE	\$77/DAY WORKED	\$78/DAY WORKED	\$79/DAY WORKED

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's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an eight (8) hour day, with one-half or one hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements or conditions. If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

14:02 Compressed Work Week

- (a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (c) 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.

A minimum of forty (40) hours is required to implement the compressed work week schedule.

14:03

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

14:04

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

14:05

Two rest or coffee breaks of 10 minutes each shall be established by the Employer on each 8 hour shift. If overtime is to follow the regular 8 hour work shift, a further 10 minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled 10 hour work day is established the rest or coffee breaks may be either three breaks of 10 minutes each, (described above) or two breaks of 15 minutes each.

ARTICLE 15:00 - SHIFT WORK

15:01

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

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

15:02

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 8:00 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 "E")**

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 at the beginning 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, he shall be paid overtime at double (2) time rates.
- (b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.
- (c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.

16:02

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 his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

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

On unscheduled overtime where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$20.00 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.

ARTICLE 18:00 - WAITING AND REPORTING TIME

18:01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's 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, he shall be entitled to a minimum of two (2) hours' 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, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.
- (c) If an employee is required to stay beyond the regular lunch break period, he shall be entitled to a minimum of one (1) day's pay (i.e. eight (8) hours) at the applicable rate of pay.

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, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at his option, be entitled to a layoff.
- (b) If an employee starts work and is then sent home by the Employer for lack of work, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay

and if he is required to stay beyond the regular lunch break period, he shall be entitled to one (1) day's 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 his 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 he is 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 him to continue his work, he 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 Workmen's Compensation, he 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 kilometers of the City hall of the city of Saint John:
 - (i) Employees whose permanent residence is also within sixty five (65) road kilometers of the City Hall will receive a daily travel allowance when the location of the job is outside a twenty four (24) road kilometer free zone from the City Hall. 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 kilometer, at the Journeyman's regular straight time rate.
 - (ii) All other employees (i.e. having permanent residence beyond sixty five (65) road kilometers 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 kilometers from the employee's permanent residence to the project, as follows:
 - (i) Up to 24 kilometers: free zone
 - (ii) From 24 kilometers to 40 kilometers: a daily travel allowance, per day worked or reported, equal to 24% of the daily subsistence allowance.

- (iii) Above 40 kilometers to 60 kilometers: a daily travel allowance, per day worked or reported, equal to 48% of the daily subsistence allowance.
- (iv) Above 60 kilometers to 80 kilometers: a daily travel allowance, per day worked or reported, equal to 64% of the daily subsistence allowance.
- (v) Above 80 kilometers to 100 kilometers: 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) kilometers 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 kilometers from the City Hall (or main post office where no City Hall) 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 and the Employer may mutually agree to.

In such cases, the allowance shall be based on the one-way distance, in road kilometers from the edge of the twenty four (24) kilometer free zone, to the job, at a rate of one minute per kilometers, at the Journeyman'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, he shall be entitled to the transportation or travel expense, plus travelling time at the regular rate, not exceeding eight (8) hours per day for such travelling time.

If location and circumstances require the employee to travel overnight or on the day preceding his first working day, the travel expense may also include a subsistence allowance in accordance with Article 20:00 of this Agreement for such preceding day. Transportation costs and travelling time will normally be based on the employee using his own automobile. He shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometer (road) plus travel time calculated at eighty (80) kilometers per hour, each way. There shall be an eight hour cap on travel time.

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 kilometers 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 travelling time and 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 time and expense on the pay day corresponding to the pay period during which he qualified.
- (b) An employee shall qualify for return travelling time and 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 time and expense on the pay day corresponding to the pay period during which he qualified.
- (c) An employee shall also be entitled to return travel expenses and travel time:
 - (i) if he has been laid off;
 - (ii) if the job has been completed;
 - (iii) if he has been granted permission by the Employer to leave before completion.

19:04

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

19:05

After qualifying for return travelling time and transportation, if the employee voluntarily terminates his employment he will not be entitled to qualify for travelling time and transportation for any subsequent trips to that job unless at least fifteen (15) working days have expired between his terminating and his 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 he has worked until the completion of the job to which he was originally assigned.

ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**20:01**

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

- (a) An employee's entitlement to subsistence will be governed by the provisions of Article 19:01 and submission of the Application for Subsistence form properly completed and signed confirmation by the Employee and the Union Business Manager/Designee.
- (b) The employee's permanent residence and his 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.

20:02

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

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

20:03

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

20:04

Where the Owner provides a camp, the employee will stay in the camp provided it meets acceptable industry camp standards, (i.e. one man 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.

ARTICLE 32:00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32:02

This Appendix shall remain in force and effect until June 30, 2010 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 either 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.