

# MEMORANDUM OF AGREEMENT

Amendments to the Collective 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**

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

Attached hereto are amendments, which describe the changes and/or additions to the Old Agreement, which includes the Master Portion and Appendix for New Brunswick that expire on June 30, 2021

The Union and the Employer have agreed to all changes herein.

**B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT**

Dated this 8th day of June, 2021.

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

\_\_\_\_\_  
Ralph Dempster  
BCA Bargaining Committee Co-Chair  
Boilermaker Contractors' Association

## B.C.A. / BOILERMAKER LOCAL 73 – MEMORANDUM OF AGREEMENT

1. **COVER PAGE** - Following successful ratification, revise dates to read:

The Agreement will expire on June 30, 2024.

Effective: July 4, 2021 to June 30, 2024

2. **CHANGES TO ARTICLES**

### **ARTICLE 3.00 – MANAGEMENT RIGHTS**

**Amend Article 3.05 to read:**

#### **3.05**

The selection and appointment of General Foreperson, Foreperson, Assistant Foreperson **and Tool Crib Attendant** 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. **The Tool Crib Attendant will be compensated at the Foreperson rate of pay.**

**Article 2.06 becomes redundant. Delete existing Article 2.06.**

**The following language to be included in the Memorandum of Agreement:  
In the event the Union does not dispatch the selected tool crib attendant and there is no other suitable candidate on the out-of-work list, article 4.04 will be relied upon and the Employer will retain the employee from other available sources.**

**Amend Article 3.07 to read:**

#### **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.

**Subject to the following scenarios the Contractor will be afforded a maximum of (3) three crews with a working foreperson:**

1. Contractor has multiple PO's or contracts on a given large site
2. Each PO / contract is separate and stand alone.

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3. Work scopes with separate customer PM
4. Work scope with separate site contractor PM

**When the Employer places an order for workers and there will be working forepersons, the Employer will provide a job number for each crew with a working foreperson.**

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 7.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

**Amend Article 7.01 to read:**

#### **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. **Microwaves and refrigerators will also be provided in lunch rooms where practical. One Microwave per 10 employees and 1 refrigerator per 20 employees.**

**Amend Article 7.02 to read:**

#### **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 **\$500.00**.

**Amend Article 7.03 to read:**

#### **7.03**

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes),

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when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job **unless requested by the employee and approved by the Employer.**

**Amend Article 7.07 to read:**

### **7.07**

The Union agrees to provide the Employer with qualified employees (including Apprentices) who hold the following core health and safety training, WHMIS **2015 GHS**, 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 **person watch** duties when required and when such **person watch** 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.

**Amend Article 7.09 to read:**

### **7.09**

The Parties agree to adopt the **July 1, 2018 Version 6.0 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule.**

**Adoption of Version 6.0 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under the Human Rights Act and/or the Canadian Charter of Rights and Freedoms.**

## **ARTICLE 8.00 – WELDING TESTS**

**Amend Article 8.01 to read:**

### **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 **weld time required (to a maximum of four (4) hours per successful test)** to take the test including transfer fees, materials and inspector fees.

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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.

**If no viable work placements for tradesperson failing the weld test, individual should be laid off and no cost implication for contractor.**

**Amend Article 8.07 to read:**

### **8.07**

Any welder required to take a pre-job welding test for employment with a company and fails the required weld test **will not be eligible for payment of wages, including testing time and other allowances as set out in Article 8.00.**

## **ARTICLE 11.00 – GRIEVANCE PROCEDURE**

**Amend Article 11.07 to read:**

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.

**Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties.**

## **ARTICLE 12.00 - EMPLOYER, UNION GRIEVANCES**

**Amend Article 12.04 to read:**

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'

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Association, then at the request of either party, the grievance may be referred to Arbitration.

**Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties.**

### **ARTICLE 13.00 - ARBITRATION**

**Amend Article 13.01 to read:**

**Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties.**

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.

### **ARTICLE 17.00 – RECOGNIZED HOLIDAYS**

**Add chart specific to New Brunswick as an addendum for Article 17: Holiday Observation Dates (Appendix C)**

### **ARTICLE 22.00 – PAY DAY**

**Amend Article 22.04 to read:**

#### **22.04**

**The Employer may opt to utilize a payroll system which provides for direct deposit as well as electronic pay records and electronic records of employment. In the case of electronic pay records, printed pay records shall be issued for each pay period for employees who do not have the capability to access such electronic records. Upon request, a printed record of employment shall be issued to the employee.**

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

**Amend Article 32.02 to read:**

#### **32.02**

This Master Portion of the Agreement shall remain in force and effect until June 30, **2024** 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.

### **APPENDIX**

#### **ARTICLE 14.00 – HOURS OF WORK**

**Amend Article 14.05 to read:**

#### **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 **or an 8** 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.

#### **ARTICLE 16.00 - OVERTIME**

**Amend Article 16.02 to read:**

**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 **\$30.00** plus one-half hour of the overtime rate time wages will be paid in lieu of the meal and meal break. The



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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) 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 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

#### **32.02**

This Appendix shall remain in force and effect until June 30, **2024** 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.

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### Wage Package Increases:

#### **New Brunswick**

Increase on the total wage package is the average of 4 settled trades for 2021 and 2022 and the average of 2 settled trades for 2023, effective the first Sunday in July.

| <b>Effective Date:</b> | <b>Average</b> | <b>Electrician</b> | <b>Ironworkers</b> | <b>Millwrights</b> | <b>Pipefitters</b> |
|------------------------|----------------|--------------------|--------------------|--------------------|--------------------|
| <b>July 4, 2021</b>    | <b>1.7%</b>    | 2.4%               | 1.0%               | 2.0%               | 1.3%               |
| <b>July 3, 2022</b>    | <b>1.9%</b>    | 2.4%               | 2.0%               | 2.0%               | 1.3%               |
| <b>July 2, 2023</b>    | <b>1.6%</b>    |                    |                    | 2.0%               | 1.2%               |

#### Transportation Rate

Per the Automobile allowance rate published by the Canada Revenue Agency, effective the first Sunday in July.

### Other Items Agreed to:

#### Job Promotion Fund

The Union commits to productive discussions through the Local 73 Liaison Committee, with an end goal of establishing a Job Promotion Fund.

Subsequent to ratification the BCA members of the Liaison Committee are prepared to discuss as soon as the parties can meet (virtual).

### Housekeeping Items:

- 1) Following successful ratification, amend Article 1.01 and 23.01 to reference new New Brunswick Memorandum of Agreement date.
- 2) Amend Address Listings with updated contact information