

# 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 555**

*(hereinafter referred to as the "Local Lodge")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION  
ON ITS OWN BEHALF AND ON BEHALF OF  
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF  
MANITOBA**

*(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 Manitoba.

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

**B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

Dated at Toronto this 19<sup>th</sup> day of April 2022.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

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Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

SIGNATURE ON FILE

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Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

## **B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

### **MASTER PORTION**

### **CHANGES TO ARTICLES**

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

**Amend Article 3.08 (d) to read:**

##### **3.08 Management Rights:**

d) 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.**
- 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.**

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

**Amend Article 4.03 to read:**

##### **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.

**The Employer shall have a system in place to ensure that any certificates submitted will be accounted for and returned to the employee. If such certificates are lost, the Employer shall replace at no cost to the employee.**

## **B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

**Any missing/delayed pay as a result of error on the employer's part will be paid as if the error had not occurred.**

**Amend Article 4.06 to read:**

### **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.

**Any change in wage schedules or contributions (excluding dues) shall be provided to the BCA in writing from the applicable Local and/or the Administrator of IBB Benefits sixty days in advance of the proposed change.**

**For greater certainty, there will be a maximum of two (2) wage schedule or contributions changes during a calendar year.**

**Amend Article 4.09 (MANITOBA ONLY) to read:**

### **4.09**

The Employer and the Union agree that there will be no discrimination against any employee on the basis of the grounds protected by the **Manitoba** Human Rights Code. Any such alleged discrimination will be processed under the grievance procedure in this Agreement.

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

**Amend Article 7.01 to read:**

### **7.01**

## B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

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. **Drinking water shall be either commercially bottled water or shall be water purified through reverse osmosis.**

**Amend Article 7.06 to read:**

### **7.06**

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, Quantitative Respirator Fit tested and **Aerial Work Platform Theory Training (effective May 1, 2023)**. Where required by the customer/client potential employees shall have current CSTS certification or equivalent and H2S Alive.

**Cost to be absorbed by current Job Ready Dispatch funding of \$0.46. – In the first quarter of 2025 the Local 555 Training Trust Fund Trustees will review the cost impact of Job Ready Dispatch Training and make recommendation if additional contributions are required to continue to deliver the Employer requested Job Ready Dispatch Training.**

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. The Union further recognizes that Owners have the right to award the personwatch duties to specialized companies.

**For employees who are required to complete Employer and/or Owner online orientation and/or applicable on-boarding, the Employer shall determine a reasonable amount of time to complete the online orientation and/or applicable on-boarding and the Employee shall be paid for completing the online course(s) equal to the time determined.**

**Amend Article 7.08 to read:**

### **7.08**

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 Manitoba Human Rights Code and/or the Canadian Charter of Rights and Freedoms.**

## B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

### 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.

**The Employer will have a system in place to ensure that any tickets/qualifications submitted will be accounted for and returned to the employee. If such certificates are lost, the Employer shall replace at no cost to the employee.**

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:

#### 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 **Vice-President or their 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 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. The intent of the**

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**foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.**

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

**Amend Article 12.04 to read:**

#### **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 **Vice-President or their 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 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. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.**

### **ARTICLE 13.00 – ARBITRATION**

Amend Article 13.01 to read:

#### **13.01**

**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 intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.**

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.

## B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

### ARTICLE 17.00 – RECOGNIZED HOLIDAYS

**Amend Article 17.02 to read:**

#### **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	<b>National Day for Truth and Reconciliation</b>
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

And any other Holiday(s) that may be proclaimed by Provincial Governments during the life of this Agreement.

### ARTICLE 22.00 – PAY DAY

**Amend Article 22.02 to read:**

#### **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, 2017 all Records of Employment must be filed electronically through the ROE website) **within five calendar days after the end of the final pay period**. When electronic deposits are made, the final deposit and other termination documentation mailings must be made **by the next applicable pay period** 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.

**Amend Article 22.04 to read:**

#### **Article 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



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and details of the system. Final payment and Record of Employment (ROE) may also be completed electronically.

**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.**

**Amend Article 25.00 title to read:**

### **ARTICLE 25.00 – BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)**

**Amend Article 25.01 to read:**

#### **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 Plan** (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).

**Amend Article 26.00 title to read:**

### **ARTICLE 26.00 - BOILERMAKERS' NATIONAL PENSION PLAN (CANADA)**

**Amend Article 26.01 to read:**

#### **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 **Plan** (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).

**On November 30th, 2022 the employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are 71 years of age or older. The pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) will be paid on behalf of the applicable employee to the Boilermakers' National Health Plan (Canada).**

**The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other employees covered under the terms of this agreement.**

**In the event the employer, in error, makes pension contributions beyond the November work month on behalf of an employee who is 71 years of age or**

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older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions to the employee's account in the Boilermakers' National Health Plan (Canada).

### **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 April 30, **2027** 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.

**Amend Article 32.04 to read:**

#### **32.04**

The parties shall meet **as defined under the applicable Labour Relations Act/Employment Standards Act** prior to the expiration date of this Agreement and shall negotiate with a view to concluding a Collective Agreement without unnecessary delay.

### **ARTICLE 33.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS**

**Amend Article 33.03 to read:**

#### **33.03**

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how **the electronic submissions effective May 1, 2023** are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

**Amend Article 33.04 to read:**

#### **33.04**

**Submissions of information and payment of monies shall be submitted effective May 1, 2023 by electronic means, no later than the 15th of the month following the month in which the applicable amounts were earned.**

**B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

**Amend Article 34.00 title to read:**

**ARTICLE 34.00 – OTHER FUNDS**

**ARTICLE 35.00 – ENABLING CLAUSE**

**Amend Article 35.01 to read:**

**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.

**The union will not unreasonably deny an enabling request, when a non-union or alternate union contractor is bidding the same scope of work. The document titled Procedure to Enable BCA and IBB Collective Bargaining Agreement (CBA), Rev. March 2018 shall be adhered to.**

**B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

**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/Secretary-Treasurer 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/Secretary-Treasurer 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.

**If the Local does not have experienced Automatic Vertical Welder operators, Automatic Girth Welder operators or Down Flat Welding Machine operators, the employer is able to bring in from other Locals. Notwithstanding, the Employer will make every reasonable effort to train Local members on automatic welding equipment where feasible.**

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 **three (3)** 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 **three (3)** hours pay.

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(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 **three (3)** 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 **three (3)** 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.

Dated: April 19, 2022

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

**SIGNED ON BEHALF OF:  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS**

SIGNATURE ON FILE

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Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

\_\_\_\_\_  
Arnie Stadnick  
International Vice President  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers

**B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT**

**NEW LETTER #5  
LETTER OF UNDERSTANDING  
BETWEEN  
Boilermaker Contractors' Association  
– and –  
International Brotherhood of  
Boilermakers**

**Re: Online Portal for Employers to Access Job Ready Dispatch Core Training Records**

**The IBB commits to creating an online portal to house the Job Ready Dispatch (“JRD”) core training records listed under Article 7.06 to provide employers with the ability to access and download the records to make it easier for employers to complete the necessary health and safety due diligence before permitting the employee to start work, and to comply with the requirements set out in the *Occupational Health and Safety Act* and its regulations.**

**The IBB and its Lodge 555 further commits to have the above-mentioned online portal for employers to access employee JRD core training records developed and implemented by January 1, 2023.**

Dated this 19<sup>th</sup> day of April, 2022

Signed on behalf of:

BOILERMAKER CONTRACTORS ASSOCIATION

SIGNATURE ON FILE

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Marty Albright  
Director of Labour Relations

Signed on behalf of:

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

SIGNATURE ON FILE

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Arnie Stadnick  
International Vice President

**MANITOBA APPENDIX**

**ARTICLE 14.00 – HOURS OF WORK**

**Amend Article 14.06 to read:**

When working ten (10) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one-half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one-half (1 ½) shall be paid for the missed break.

This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of break will normally be communicated to the affected employees prior to the end of the work cycle before the change.

**When working twelve (12) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three (3) breaks of one-half (½) hour each, paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift.**

**ARTICLE 16.00 - OVERTIME**

**Amend Article 16.01 to read:**

**Article 16.01**

a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid overtime at the rate of time and one-half (1 1/2) the regular rate of pay for the first **two (2)** hours and anything in excess will be paid at double (2) time the regular rate of pay.

Employees working on a Saturday shall be paid an overtime rate at time and one-half (1 ½) for the first eight (8) hours and anything in excess shall be paid at double (2) time the regular rate of pay.

Employees working on a Sunday **or Recognized Holidays** shall be paid an overtime rate at double (2) time the regular rate of pay.

b) Two or Three Shift Operations:

Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

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 **employer** in the event of a pre-planned and pre-approved

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absence or if the **employer** authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

### **ARTICLE 19.00 – TRAVELLING EXPENSES**

**Amend Article 19.01 (MANITOBA ONLY) new bullet (g) to read:**

#### **Article 19.01**

**(g) Air Transportation: Initial, Terminal and Rotational Transportation**  
Notwithstanding any other provision of this Agreement, when the Employer supplies air transportation to remote Northern projects, the parties will establish a mutual agreement for the transportation terms and conditions for that project.

### **ARTICLE 20.00 – SUBSISTENCE ALLOWANCE**

**Amend Article 20.01 (d) to read:**

#### **Article 20.01**

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: **Property Tax Assessment, Utility Bill/Home Telephone Statement, Rental Agreement (Tenancy Lease), Work Visa/Work Permit.**

Plus one (1) of the following recent pieces of information: **Driver's Licence/Vehicle Registration or Pink Card, CRA Taxpayer's Notice of Assessment/Service Canada Documents, Rental or Home Owners Contents Insurance Policy.**

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.

**The Employer will have a system in place to ensure that any documents submitted by the employee will be accounted for and returned to the employee. If such documents are lost the Employer shall replace at no cost to the employee.**



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**Any missing pay as a result of error on the Employer's part will be paid as if the error had not occurred.**

**Amend Article 20.06 to read:**

### **Article 20.06**

Subject to 20.05 on a 4/10 work cycle the member will be paid 4 days subsistence allowance provided they work all of their scheduled shifts unless they are absent due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union. 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 calendar day.

**To be compensated for the 5<sup>th</sup> day, the member must provide a receipt in accordance with Letter #4 - Acceptable Receipt for Subsistence Reimbursement.**

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

**Amend Article 32.02 to read:**

### **32.02**

This Appendix shall remain in force and effect until April 30, **2027** 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.

### **Monetary Package Changes:**

#### **Manitoba Wages:**

First Sunday in May of 2022:	<b>2.5%</b> Increase to Total Wage Package
First Sunday in May of 2023:	<b>2.5%</b> Increase to Total Wage Package
First Sunday in May of 2024:	<b>2.5%</b> Increase to Total Wage Package
First Sunday in May of 2025:	<b>2.5%</b> Increase to Total Wage Package
First Sunday in May of 2026:	<b>2.5%</b> Increase to Total Wage Package

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### **Subsistence:**

First Sunday in May of 2022:	<b>\$5.00</b>
First Sunday in May of 2023:	<b>\$0</b>
First Sunday in May of 2024:	<b>\$5.00</b>
First Sunday in May of 2025:	<b>\$0</b>
First Sunday in May of 2026:	<b>\$0</b>

### **H2H Contribution**

**The Employer shall contribute 1 cent/hour worked to H2H to match the 1 cent/hour worked that is contributed by the Employee.**

### **Duration**

**Expiry shall be the last day of the month five years from the effective date.**

**The effective date and/or signing shall be the 2<sup>nd</sup> Sunday after ratification by both Parties or, following ratification, the 2<sup>nd</sup> Sunday after approval of the total wage package distributions for scheduled wage adjustments by both Parties, whichever is later.**

### **Local 555**

#### **Audiometric Testing - Implementation Plan**

As part of an overall comprehensive noise management program, Local 555 promotes audiometric testing to assist in determining the effectiveness of employer hearing conservation programs. With an emphasis on education and prevention of noise induced hearing loss the Boilermaker Audiometric Testing program provides an industry wide approach to address the overall health of the membership.

In 2018 and 2019 Local 555 realized a significant increase of audiometric tested members. The impact of the pandemic resulted in the program and its use being interrupted. To rejuvenate the use of the program, Local 555 will implement the following strategy.

- Lodge 555 will communicate to all members the details and benefits of our audiometric testing program.
- Such communications will include contact details for Connect Hearing testing locations and the expressed requirements to complete Audiometric testing as per Article 7.06.
- All apprentices (including pre-apprentices) will undergo audiometric testing on an annual basis.
- Lodge 555 will arrange for mobile testing units to attend and administer testing at functions such as:
  - Union meetings
  - CWB testing days
  - Social events

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- Golf tournaments
- Fishing derbies
- And other functions that may provide and promote greater testing throughout the membership.
- Metrics will be regularly monitored and promotion strategies adjusted to consistently increase the number of members being tested and documented.

### **Housekeeping Items**

Housekeeping Items:

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