

ARTICLES OF 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 MANITOBA AND SASKATCHEWAN**
(hereinafter referred to as the "Local Lodge")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION

Including

The Boilermaker Contractors' Association of Manitoba and Saskatchewan
(On behalf of each of its members companies hereinafter referred to as the "Employer")

Governing Wages and Working Conditions on all Maintenance, Shutdown and/or
Turnaround Work in Manitoba and Saskatchewan.

Effective: September 3, 2017 to June 30, 2023.

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ARTICLE 1.00 – PURPOSE

1.01

The purpose of this Agreement is to govern wages and working conditions within the Provinces of Manitoba and Saskatchewan to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both Parties must give service to the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION

2.01

This Maintenance Agreement is only applicable to participating Boilermaker Contractors' Association member contractors in the Provinces of Manitoba and Saskatchewan.

2.02

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on maintenance, shutdown and/or turnaround work performed by the Employer within the jurisdiction of the Union.

2.03

The Employer recognizes the jurisdictional claims of the Union as provided for in the Charter Grant issued by the American Federation of Labour to the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, it being understood that the claims are subject to trade agreements and final decisions of the A.F.L.-C.I.O. as well as the decisions rendered by the Impartial Jurisdictional Disputes Board.

For the purpose of clarification, the jurisdictional claims of the Union are contained in Letter No. 1 attached hereto.

2.04

"Employees" as used herein, means employees of the Employer engaged in such work in the Provinces of Manitoba and Saskatchewan.

2.05

This Agreement does not apply to work which is performed by the Employer in the Employer's facilities.

2.06

This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to employees above the rank of General Foreperson.

2.07

When a tool crib is established by an Employer on a job on which their work is predominantly Boilermaker jurisdiction, and an attendant is required, they shall be a member of the Union. The necessity of a tool crib and/or an attendant will be determined by the Employer.

2.08

The Union and Employer agree that Union members above the rank of General Foreperson may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the employee, as set out in the relevant provincial (regional) Wage and Benefit Schedule, subject to the specific Employer and employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this Collective Agreement shall apply to such employee(s).

ARTICLE 3.00 – MANAGEMENT RIGHTS

3.01

It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

3.02

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

3.03

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4.04), suspend, layoff, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

3.04

Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

3.05

The selection and appointment of General Foreperson, Foreperson, and Assistant Foreperson 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.

3.06

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing, the availability of qualified General Foreperson with the Business Manager/Secretary-Treasurer or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

3.07 Local Residents

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within an eighty (80) kilometre radius from the project site for at least six (6) months immediately preceding the date of hire. An employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a worker generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer.

3.08 Management Rights:

- a) In addition to Article 3.05, the Employer shall have the right to name hire fifty percent (50%) of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of fifty percent (50%) name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.
- b) In cases where local residents are afforded priority of employment, through Employer requested name hire, such employment shall be considered a name hire.
- c) 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.
- d) All name hire requests shall be made in writing (including FAX and/or electronically), to the Union.
- e) 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.
- f) 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.
- g) In the case of an emergency shutdown the Employer will have the right to one hundred percent (100%) name hire. In accordance with article 4.01 Emergency Work is to mean "any customer defined work that requires immediate dispatch".

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

4.01

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case they may commence work and notify the Union office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch.”

4.02

The Union agrees to furnish competent available workers to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of their membership in the Union or their participation in its lawful activities. The Company will provide written response to the Local Union upon refusal to hire.

The Parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The Parties will make every effort to provide the necessary training and education programs and will encourage full participation.

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.

4.04

After the Employer has requested the Union office to furnish workers to perform work within the scope of this Agreement, and the required number of workers are not furnished:

- a) within two (2) working days in cities in which the Local Lodge maintains its Head Office, from that area;
- b) within three (3) working days in other areas; after the date for which the workers are requested, the Employer shall have the right to procure and retain until layoff the

required number of workers from other available sources, provided that the Employer shall notify the Union office when exercising this right. Such workers obtained from other available sources shall be required by the Employer to apply to join the Union not later than fifteen (15) days after hiring. The Union shall admit such applicants to membership providing they are qualified, and except for just and sufficient cause.

4.05

In Lodge areas having multiple work areas by virtue of Out-of-Work Lists, before transferring employees to a job in another work area, the Employer must first notify and discuss the job requirements with the Business Manager/Secretary-Treasurer or the Assistant Business Manager under whose jurisdiction that job lies.

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.

4.07

The Union will hold the Employer harmless from all liabilities and claims by employees, Union or its agents other than prompt collection and transmittal of authorized deductions.

4.08

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- a) the non-members;
- b) the travel card members from other Local Lodges; and
- c) the members of the Local Lodge in whose jurisdiction the work is being performed.

Except that:

- (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
- (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

4.09

The Employer will notify the Union of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

4.10

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 and the Saskatchewan Human Rights Code. Any such alleged discrimination will be processed under the grievance procedure in this Agreement.

ARTICLE 5.00 – NO STRIKES OR LOCKOUTS

5.01

There shall be no lockout by the Company, and no work stoppages by the Union. In the event that local Agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

- a) Should work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate, whichever is the earlier.
- b) Should no work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new Agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

It is agreed that the workforce in effect on any site will not be employed on work that is affected as a result of an A.F.L.-C.I.O. Building Trades construction strike or lockout.

5.02

The Employer agrees that it will not cause or direct any lockout of employees.

ARTICLE 6.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

6.01

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.

6.02

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 \$400.00.

6.03

The Employer shall supply at no cost to the employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

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.

Welders' capes shall be kept available for temporary issue to welders engaged on such work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employees' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed fifteen (15) minutes for wash-up time prior to the conclusion of their shift.

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
- b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.

6.04

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the Parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Business Manager/Secretary-Treasurer, prior to starting the job.

6.05

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise they will assist employees in starting their vehicles if required due to cold weather.

6.06

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 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 personwatch duties when required and when such personwatch 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.

6.07

The Parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than sixty (60) calendar days.

6.08

The Parties agree to adopt the October 8, 2014, Version 5.0 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule.

ARTICLE 7.00 – WELDING TESTS

7.01

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 test) to take the test including transfer fees, materials and inspector fees.

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.

7.02

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

7.03

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travelling time, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

7.04

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

7.05

Where a welder is to take an official Provincial test on which the issuance or re-issuance of their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

7.06

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 7.00.

7.07

Any welder required to take a pre-job welding test for employment with a company and fails the required weld test, the welder will be granted the opportunity to take a second test or receive four (4) hours pay. If the welder fails a second test then they will not be eligible for payment of wages, including testing time and other allowances as set out in Article 7.00.

ARTICLE 8.00 – ACCESS TO JOBS

8.01

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior Representative and does not cause employees to neglect their work.

ARTICLE 9.00 – STEWARDS

9.01

On all jobs, the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working Journeyperson employees.

In all Provinces, where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

9.02

It will be their duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

9.03

The Steward shall be retained until the end of the job, provided there is work available for which they are qualified; otherwise the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will be notified in time to appoint a successor.

9.04

Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

9.05

The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, they shall be included in such required overtime or bad weather working time.

ARTICLE 10.00 – GRIEVANCE PROCEDURE

10.01

It is the mutual desire of the Parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreperson or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

10.02

Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

10.03

If a complaint is not settled in accordance with 10.01 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

10.04

After receipt of the grievance, the Employer shall give their reply in writing to the Business Manager/Secretary-Treasurer within ten (10) working days. If the matter is still not resolved then the Business Manager/Secretary-Treasurer or their Assistant shall advise the Employer within ten (10) working days.

10.05

Within ten (10) working days of receipt of notification from the Business Manager/Secretary-Treasurer in 10.04, the grievance shall be discussed at a meeting between the Business Manager/Secretary-Treasurer or their Assistant and a Representative of the

Employer. After this meeting, the Employer shall give their answer to the Business Manager/Secretary-Treasurer in writing within ten (10) working days.

10.06

If the Employer's answer in 10.05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or their designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 10.07.

10.07

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 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.

10.08

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

10.09

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 10.04 and if the matter is not resolved within the steps and time limits outlined in 10.04 and 10.05, then the request for Arbitration may be initiated at this point by either party.

ARTICLE 11.00 – EMPLOYER, UNION GRIEVANCES

11.01

It is understood that the Employer or the Boilermaker Contractors' Association may bring a complaint or a grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer or the Boilermaker Contractors' Association, concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Such a complaint shall be discussed with the Business Manager/Secretary-Treasurer or their Representative, the International Vice-President or their Representative or the Employer, the Boilermaker Contractors' Association or their Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager/Secretary-Treasurer, the International Vice-President, the Employer or the Boilermaker Contractors' Association within ten (10) working days from the incident giving rise to the complaint.

11.02

After receipt of the grievance, the Business Manager/Secretary-Treasurer or Employer shall give their reply in writing to the Employer or Business Manager/Secretary-Treasurer within ten (10) working days.

11.03

If the Business Manager/Secretary-Treasurer's or Employer's answer in 11.02 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or their designated Representative, and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next steps as outlined in 11.04.

11.04

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

11.05

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

ARTICLE 12.00 – ARBITRATION

12.01

The Parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure as outlined in Articles 10.00 or 11.00, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of Articles 10.07 or 11.04 as applicable.

12.02

When either Party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement, with a copy to the Boilermaker Contractors' Association. Within ten (10) working days of the receipt of notice to proceed to Arbitration the Parties to the grievance will agree on a mutually acceptable Arbitrator. If the Parties are unable to agree on an Arbitrator the matter can be referred to the Minister for the appointment of an Arbitrator.

12.03

Both Parties shall share equally the expenses and fees of the Arbitrator.

12.04

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.

12.05

The decision of the Arbitrator shall be final and binding upon the Parties hereto.

ARTICLE 13.00 – HOURS OF WORK

13.01

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 per day shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day with one-half (½) or one (1) hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager/Secretary-Treasurer. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

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 times.

13.02 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/Secretary-Treasurer 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/Secretary-Treasurer and the Employer.
- c) When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which time and one-half (1 ½) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a make-up day will be at the employee's choice. 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 Saturday, Sunday, or Recognized Holidays shall be paid at the applicable overtime premium.

13.03

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.

13.04

An employee shall not be required to work during their regular lunch break except in emergency or special circumstances, in which case, they will receive a re-assigned one-half (½) hour lunch break. If this break falls outside the regular lunch break established on the job, they shall receive an additional allowance of one-half (½) hour of pay at straight time rates which shall be in addition to their regular straight time hours.

13.05

Two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer on each eight (8) hour shift. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour work day is established the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

13.06

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, both paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. A change in the scheduling of a break will normally be communicated to the affected employees prior to the end of the work cycle before the change.

ARTICLE 14.00 – SHIFT WORK

14.01

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.

14.02

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 7:00 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 (1) hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

14.03

A shift premium shall apply on all hours worked on 2nd and 3rd shifts at the rates as set out in the Wage and Benefit Schedule.

14.04

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.

14.05

The Union agrees to discuss the flexibility and options of shift schedules as brought forward at the request of the Contractor/Owner. No such changes will be implemented without the mutual consent of both Parties. Any and all other Articles, Terms and Conditions shall apply.

ARTICLE 15.00 – OVERTIME

15.01

- 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 ½) the regular rate of pay. Double (2) time will be paid after twelve (12) hours worked.

Employees working on a Saturday, and Recognized Holidays shall be paid an overtime rate at time and one-half (1 ½) the regular rate of pay. Double (2) time will be paid after twelve (12) hours worked.

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

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

- b) Two or Three Shift Operation: 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 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.

15.02

- 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 (½) 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.

Where a supervisor is required to:

- a. Start up to one (1) hour earlier, or

- b. Finish up to one (1) hour later, or
 - c. Start up to one-half (½) hour earlier and finish up to one-half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 15.02 (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 16.00 – RECOGNIZED HOLIDAYS

16.01

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 17.00; daily travel time per Article 18.01 (where applicable), and travel time per Article 18.02 (where applicable).

16.02

The following Recognized Holidays are observed by this Agreement:

- | | |
|-----------------|------------------|
| New Year's Day | Good Friday |
| Victoria Day | Canada Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

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

16.03

In addition to 16.02, the following Recognized Holidays as observed in the respective Provinces:

Saskatchewan

Family Day, Saskatchewan Day

Manitoba

Louis Riel Day, Terry Fox Day

16.04

Time and one-half (1 ½) the regular rate of pay shall be paid for hours worked on the Holiday recognized in this Agreement.

16.05

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the next scheduled work day, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the next two scheduled work days will be observed as Christmas Day and Boxing Day.

Statutory Holidays will be observed on the day that they fall and will not be moved into the regular work week for observance. All Statutory Holidays if worked will be compensated at time and one-half (1 ½) the regular rate of pay.

ARTICLE 17.00 – WAITING AND REPORTING TIME

17.01

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, they shall be entitled to three (3) hours of pay, plus subsistence if applicable, in the Provinces of Manitoba and Saskatchewan for each of the first two (2) regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of 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 18.01 (c) shall govern.

17.02

a) **Inclement Weather:**

In the Provinces of Manitoba and Saskatchewan 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 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 of pay in the Provinces of Manitoba and Saskatchewan.

b) **Work Not Available:**

In the Provinces of Manitoba and Saskatchewan 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 of work, they shall be paid three (3) hours of reporting time and allowed to leave the job immediately.

c) In the Provinces of Manitoba and Saskatchewan 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 of 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.

17.03

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

17.04

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

17.05

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 their option, be entitled to a layoff, however, this does not pertain to the normal Christmas break (i.e. 2 weeks).

17.06

When an employee is unable to report for work due to a strike or work stoppage on the project where they are employed, such employee will not be entitled to any reporting time.

17.07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue work, they shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, they shall also be paid for the remaining unworked normal daily hours for that day (i.e. eight (8) hours, or in case of compressed work day ten (10) hours) at the applicable rate.

ARTICLE 18.00 – TRAVELLING EXPENSES

18.01

a) A thirty-two (32) kilometre radius around the City Hall of Winnipeg in Manitoba, and the City Halls of Regina and Saskatoon in Saskatchewan shall comprise a free zone.

b) **Daily Travel:**

On those projects that are located within the thirty-two (32) kilometre radius to one hundred (100) kilometre radius from the City Hall of Winnipeg in Manitoba and the City Halls of Regina and Saskatoon in Saskatchewan, the Employer shall supply suitable transportation to and from the project and mutually agreed pick-up points, or pay a transportation rate as set out in the Wage and Benefit Schedule per kilometre radius for each day worked or reported for work, from the thirty-two (32) kilometre radius to the project and return.

c) **Initial and Terminal Travel:**

Notwithstanding Article 18.02, for purposes of initial and terminal transportation expenses, on those projects over a one hundred (100) kilometre radius from the City Hall of Winnipeg in Manitoba, and the City Hall of Regina in Saskatchewan, the Employer shall pay a transportation rate as set out in the Wage and Benefit Schedule per kilometre radius from the edge of the thirty-two (32) kilometre radius free zone of the respective City Hall to and from the project. If the project is accessible only by airplane, the employee shall receive the actual cost of the air fare.

Initial and terminal travel will be paid as follows:

120 – 200 radius kilometres	\$86.00 each way
200 – 300 radius kilometres	\$122.00 each way
300 – 375 radius kilometres	\$147.00 each way
375 – 475 plus radius kilometres	\$220.00 each way, or actual airfare if suitable proof of air transport is provided.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometres, initial and terminal travel amounts will be mutually agreed to between the Union and the Employer to a maximum of \$330.00 each way or airfare if suitable proof of air transport is provided to the Employer.

For an employee to qualify for transportation expenses, the employee must remain fifteen (15) calendar days on the project or until layoff, job completion or if they have been granted permission by the Employer to leave before completion, for initial transportation expenses; and thirty (30) calendar days or until layoff, job completion, or if they have been granted permission by the Employer to leave before completion, whichever comes first, to receive terminal transportation expenses. The employee shall receive the payment on the pay day corresponding to the pay period during which they qualified.

On sites where a camp is not provided, the Employer shall provide daily transportation or pay a transportation rate as set out in the Wage and Benefit Schedule per kilometre radius each way to and from the temporary domicile to the project for each day worked or reported for work by the employee. The Pine Falls, Manitoba Pulp and Paper Mill is deemed to be 100.1 kilometre radius from the City Hall of Winnipeg in Manitoba.

- d) Local residents, as defined in Article 3.07 shall not be entitled to initial or terminal transportation or rotational expenses as set out in Articles 18.01 (c) and 18.05 respectively. Local residents shall receive a Daily Travel Allowance as provided for in Article 18.01 (e).
- e) Local residents living beyond a thirty-two (32) kilometre radius of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid a transportation rate as set out in the Wage and Benefit Schedule per kilometre radius each way from and to the edge of the thirty-two (32) kilometre radius free zone for each day worked or reported for work.
- f) Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the employee is delayed in arriving at the jobsite, their hours of work and pay shall nonetheless be considered to start at the normal time. If the employee is delayed in departing from the jobsite, the actual time of such delay shall be added to the employee's earnings calculated at straight time.
- g) Reference should be made to Articles 19.01 (d) regarding lodging only for Saskatoon non-resident employees.
- h) 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.

18.02

When an employee is instructed to report to, or leaves a job location which necessitates transportation they shall be entitled to the transportation expense(s) as set out in either Article 18.01, dependant on where the jobsite is located.

If location and circumstances require the employee to travel overnight or on the day(s) preceding their first working day, the travel expense shall include a subsistence allowance in accordance with Article 19.00 of this Agreement for such preceding day(s); except when travel by train in which case they shall receive berth and meals when necessary.

Transportation costs will normally be based on the employee using their own automobile. They shall receive transportation costs at the rate set out in the Wage and Benefit Schedule per kilometre (radius).

When an employee leaves a job on which they have been entitled to subsistence allowance, their return travel expense shall also include a subsistence allowance in accordance with Article 19.00 of this Agreement for the following day.

Payment of subsistence allowance for any preceding or following days 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 19.00.

The employee's entitlement to the foregoing travel expense shall be subject to the conditions in Articles 18.03 to 18.05 inclusive.

18.03

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

18.04

After qualifying for return transportation, if the employee voluntarily terminates their employment they will not be entitled to qualify for transportation for any subsequent trips to that job unless at least fifteen (15) working days have expired between their terminating and their return, except in special cases satisfactory to the Union and the Employer.

18.05

On jobs located over a four hundred (400) kilometre radius from the City Hall of Winnipeg in Manitoba and a three hundred (300) kilometre radius from the City Hall of Regina in Saskatchewan, all employees receiving subsistence allowance or camp accommodation shall be entitled to short term trips from the jobsite with fare paid by the Employer as follows:

- a) The employee shall qualify for one (1) return trip away from the jobsite for each thirty (30) calendar days they are at the jobsite.

- b) For each such trip taken, the Employer shall provide return transportation at no cost to the employee, or pay their return fare, to the City of Winnipeg in Manitoba, and the City of Regina in Saskatchewan. Mode of transportation or determination of fare shall be on the same basis as established under Article 18.02.
- c) If an employee is unable or does not wish to take such trip immediately on qualifying, they may take it later, and any days on the jobsite in excess of thirty (30) may be credited toward the establishment of subsequent thirty (30) day periods and trip qualifications; provided that in any event such trips shall not be taken in intervals of less than twenty (20) days.
- d) Not more than twenty-five percent (25%) of the employees on the job shall be away on such trips at any one time.
- e) The employee shall not be away from the jobsite for more than five (5) working days (not counting Saturday, Sunday or Recognized Holidays) nor more than nine (9) calendar days, whichever is less, otherwise they shall be considered to have terminated their employment and Article 18.01 shall apply as it relates to terminal transportation expenses.
- f) If such employee(s) elect not to take this rotation expense, they shall not be entitled to the equivalent of transportation expense. (The foregoing may be altered by mutual agreement between the Employer and the Business Manager/Secretary-Treasurer).

Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in this Article 18.05 are separate from those in Article 18.01 to 18.04 covering initial and final transportation.

18.06

An employee shall have the right to refuse a transfer from one job to another, if they have worked until the completion of the job to which they were originally assigned.

ARTICLE 19.00 – SUBSISTENCE ALLOWANCE

If an employee chooses to leave before the completion of the shift without the consent of the employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day of subsistence if at least half the shift is worked and half a day of subsistence if less than half a shift is worked.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day is due to a bona fide illness or absence due to compassionate grounds satisfactory to the Company 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 day worked.

19.01

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) On projects one hundred (100) road kilometres or greater from the City Hall of Winnipeg in Manitoba and the City Hall of Regina in Saskatchewan, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule for the respective Province for each day worked or reported for work, by the employee. On camp projects, accommodation shall be provided on a seven (7) days per week basis. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.
- b) On projects where the camp is beyond walking distance, transportation shall be provided.
- c) Local residents, as defined in Article 3.07 shall not be entitled to subsistence allowance. On camp jobs, local residents shall be entitled to one (1) meal daily (except in cases where the Owner elects to deny this provision, in which case the Employer shall discuss the situation with the Business Manager/Secretary-Treasurer to find a solution).
- d) Although the City of Saskatoon is a free zone, (except for local residents), the Employer and the Business Manager/Secretary-Treasurer shall establish a mutually agreed fixed lodging allowance.
- e) In order to qualify for the subsistence allowance under Article 19.01, the member will have to supply the following information at the time of hire.

One (1) of the following pieces of information: Mortgage Statement or Tax Notice/Bill or Lease Agreement.

Plus one (1) of the following recent pieces of information: Cable, Hydro, Water or Gas Bill.

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.

19.02

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

- a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they 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 workers 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 workers 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 they are required to maintain temporary living quarters away from their permanent residence.

19.03

The amount of the subsistence allowance and effective dates of changes are set out in the Wage and Benefit Schedule.

19.04

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided.

There shall be no charge to employees for use of washers and driers provided on camp jobs.

19.05

Subject to Articles 19.01 and 19.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 19.01 and 19.02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, they shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, they shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, they shall forfeit subsistence allowance for Sunday and for Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, 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.

19.06

Subject to Article 19.05 on a 4/10 work cycle, the member will be paid five (5) days subsistence, provided they work all of their shifts. In the event a member is absent without the consent of the Contractor, they will only be paid for the days worked.

ARTICLE 20.00 – VACATION WITH PAY

20.01

Each employee shall receive a vacation allowance on their gross wages in accordance with the Wage and Benefit schedule as set out in the local area Construction Agreement.

20.02

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; waiting and reporting time and travel time where applicable.

ARTICLE 21.00 – PAY DAY

21.01

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

21.02

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 three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays 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.

21.03

When an employee quits of their own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to their last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates.

21.04

If on an employee's weekly paycheque they are shorted pay, the employee is required to notify the Employer immediately in writing. The Employer shall provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after receiving the notification of the shortage in writing.

Should this payment not be made within the allotted ten (10) days, the Company will pay \$100.00 per day the employee is kept waiting from the date the notification of shortage was received in writing by the Company to a maximum of \$500.00.

Example: Should an employee's pay be short ten (10) or more hours, or equivalent value (inclusive of subsistence) on their weekly pay, the Company will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after notification of the shortage is received in writing by the Company.

21.05

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

ARTICLE 22.00 – WAGES

22.01

Any and all funds referenced in the area Construction Labour Agreement shall be paid in accordance with the said Labour Agreement. This would include but not be limited to pension funds, health and welfare funds, Apprentice training funds, and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications except where existing Maintenance Agreements exist such as and limited to the SaskPower Maintenance Agreement and the Husky Bi-Provincial Upgrader Maintenance Agreement. Additionally, a \$0.75 per hour wage reduction on the applicable base rate will apply to work performed under these terms and conditions.

ARTICLE 23.00 – PROVINCIAL AND FEDERAL LAWS

23.01

In the event any provision of this Agreement is in conflict with Provincial Statutes (or other areas where the Provincial Statutes are not applicable), the Parties agree to renegotiate such provisions for the purpose of making it conform to such Provincial Statutes where required, however, all other provisions of this Agreement shall remain in force.

23.02

When the employee is away from the jobsite and not under the specific direction and control of the Employer, nothing in this Agreement shall be construed to either increase or decrease the Employer's legal responsibility for the employee, nor the employee's entitlement to Workplace Safety & Insurance Board or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings, and regulations.

ARTICLE 24.00 – NON-DESTRUCTIVE TESTING

24.01

Where the member Company is responsible for and has control over non-destructive testing and sublets such work on a construction project, this work shall be performed by a Contractor in agreement with the Boilermaker Union or the Quality Control Council of Canada.

ARTICLE 25.00 – PARTICIPATION AGREEMENT

25.01

All Employers employing workers under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

25.02

The Employer's liability hereunder to any and all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this Agreement, and any consequences arising out of such failure to remit, in accordance with the terms of the Collective Agreement.

ARTICLE 26.00 – TANK WORK EMPLOYERS

26.01

The Union and Employers agree to comply with the letter dated April 21, 2016 relating to the performance of tank work (See Letter No. 2).

ARTICLE 27.00 – ADMINISTRATION OF AGREEMENT

27.01

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to establish a Liaison

Committee for Local Lodge 555 to meet at least twice each year or as required for the purpose of discussing mutual problems and matters of interest.

27.02

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the Appendices attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate.

ARTICLE 28.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

28.01

This Agreement shall become effective on September 3, 2017 and will remain in effect until June 30, 2023 and from year to year thereafter unless written notice to terminate or amend the Agreement is filed by either Party at least ninety (90) days prior to the expiration date.

ARTICLE 29.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS

29.01

The collection and submission of Union Dues and the submission of all other contributions as specified in the local area Construction Agreement are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The Parties to the Agreement may impose penalties which could include:

- a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the Parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the Parties initiate collection proceedings, the Employer shall bear all the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.
- b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

29.02

All submissions must be accompanied by a list showing each employee's name (and Social Insurance Number, provided the Union supplies it on their referral slip) and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

29.03

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

29.04

Submissions must be mailed no later than the 15th of the following month.

ARTICLE 30.00 – ENABLING CLAUSE**30.01**

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.

Dated at Toronto this 8 day of August, 2017.

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

SIGNATURE ON FILE

JOSEPH MALONEY

International Vice President

SIGNATURE ON FILE

ARNIE STADNICK

International Representative

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:

SIGNATURE ON FILE

SARA SCOTT

Executive Director

SIGNATURE ON FILE

MARTY ALBRIGHT

Director of Labour Relations

LETTER #1
CLARIFICATION OF CRAFT JURISDICTION
(REFERRED TO IN ARTICLE 2.00)

The Boilermakers' jurisdiction shall include installations such as, but not limited to, all types of Power Plants, Heavy Water Plants, Chemical Plants, Paper Mills, Oil Refineries, Cement Plants, Atomic Plants, Steel Mills, and all other manufacturing and industrial plants, including institutions and commercial buildings where Boilermaker work is being installed.

The Boilermakers' jurisdiction shall include but not be limited to, the construction and erection and assembling of all boilers, parts, and working connections therewith, including boiler fronts, heat units, water walls, tube supports and casing, and steam drums. All connections between the boiler and stack (commonly known as breeching) built of sheet steel or iron, supports for the same, uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts.

Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats, water tower, all iron and steel pipe, fin fan coolers, penstocks, scroll casings and flume work, gates, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joints, including tanks of riveted, caulked or welded construction in connection with swimming pools.

The following work in and around blast furnaces and rolling mills viz. hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work. Gasometers, including all frame work in connection with same.

All iron or steel stacks in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants and all extensions or repairs of such stacks such as, stack liner and flu's shall be done by Boilermakers.

The erection of all rods or other steel members, attached to the building structure and used for the purpose of supporting tubes and other Boilermaker work, shall be performed by the Boilermakers.

The erection and repair of blast furnaces, including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, oftakes-uptakes, downcomers and attached wearing plates, bleeder pipe, valves and stack, bosh band, dust catcher, hot blast stoves, hot blast valves and castings, gas washer, gas mains, gas precipitators, cold blast main and mixer lines, stove stacks, dust legs, hot ladle cars, supports for main top furnace platform which weld or rivet to shell, stock line brackets and abrasion or wearing plates, tuyere stocks.

The Boilermakers shall also erect catwalks, platforms, stairways and ladders erected on storage tanks for liquid, gas processing tank, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

Catwalks, platforms, stairways and ladders supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power

plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by mode or method, shall be performed by the Boilermakers.

Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fuelling machines, blowout panels, steam generators, all components parts of atomic reactors, cookers, dump tanks and the thermal biological shield plate or tubes, airlocks, pressure relief ducts, all protective radiation liners, end shield rings, hot and cold headers, feeder tubes and all other work and equipment historically performed by Boilermakers.

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer, K.O. drums, stabilizers, steam drums (all), platform charger heater, feed drums, fractionators, It. dist. stripper, fract. OWHD receiver, (H₂S) absorbers, additive drum, hydrocyclones, atmospheric columns, strippers (gas & coil), desalters, flash-drums, debutanizers, desohezanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerators, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporators, demisters, drums, furnaces, headboxes, crushers, centrifuges, feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixer, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionater, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyrdigester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers. In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers even though a change in material has occurred.

LETTER #2
Letter of Understanding
Between
Boilermakers Contractors' Association
And
The International Brotherhood of Boilermakers

Tank Work Employers Letter (Referred To In Article 26.00)

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 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 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.

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 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, they 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, they shall be paid two (2) 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 two (2) 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.

Date: April 21, 2016

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS**

SIGNATURE ON FILE
Marty Albright
**Chairman, Multi Provincial Board of
Directors**

**SIGNED ON BEHALF OF:
INTERNATIONAL ASSOCIATION
BROTHERHOOD OF
BOILERMAKERS**

SIGNATURE ON FILE
Joseph Maloney
International Vice President

LETTER #3
ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent 2010 Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)
ABC Motel – Company letterhead receipt – Name of Contact Person not required
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee’s Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

Date of Receipt: September 1, 2010	
Name of Establishment:	ABC Motels and Lodging (Company letterhead/Registered) B&B or Relative (non-registered) – Contact Name – Tom Jones
Full Address of Establishment:	111 Any Street, Anywhere, Canada
Phone Number:	(999)-222-1234
Employee's Full Name:	John Smith
Reason for Cost (including date(s)):	One night accommodation on August 31, 2010
Total Amount Paid:	\$00.00

ADDRESSES

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

Joseph Maloney, International Vice-President

Western Canadian Office

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

TELEPHONE: (780) 483-0823

FAX: (780) 489-3043

EMAIL: jmaloney@boilermakers.org

Eastern Canadian Office

#101, 115 Prince William Street

Saint John, NB E2L 2B4

TELEPHONE: (506) 634-8203

FAX: (506) 634-0307

EMAIL: bmivpeast@nb.aibn.com

LODGE 203

Province of Newfoundland and Labrador

OUT-OF-WORK LIST

P.O. Box 250

Holyrood, NL A0A 2R0

Telephone: (709) 229-7958

Fax: (709) 229-7300

LODGE 73

Provinces of Nova Scotia, New Brunswick, and Prince Edward Island

OUT-OF-WORK LIST - NEW BRUNSWICK

345 King William Rd.

Saint John, NB E2M 7C9

Telephone: (506) 634-7386

Fax: (506) 634-0411

OUT-OF-WORK LIST - NOVA SCOTIA

124 Parkway Drive

Truro, NS B2N 5A9

Telephone: (902) 897-7306

Fax: (902) 897-7305

LODGE 271

Province of Quebec

OUT-OF-WORK LIST - QUEBEC

1205, boul. St-Jean-Baptiste

Pointe-Aux-Trembles, QC H1B 4A2

Telephone: (514) 327-6135

Fax: (514) 327-7294

LODGE 128

Province of Ontario

OUT-OF-WORK LIST - TORONTO

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 332-0128

Fax: (905) 332-9057

OUT-OF-WORK LIST - HAMILTON

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 315-1040

Fax: (905) 332-3295

OUT-OF-WORK LIST - SARNIA

128 Business Park Drive

Sarnia, ON N7W 0A3

Telephone: (519) 336-6051

Fax: (519) 336-3252

OUT-OF-WORK LIST - SUDBURY

2413 Lasalle Blvd.

Sudbury, ON P3A 2A9

Telephone: (705) 560-0128

Fax: (705) 560-4701

LODGE 555

Provinces of Manitoba and Saskatchewan

OUT-OF-WORK LIST - WINNIPEG

110 Haarsma Road

East St. Paul, MB R2E 0M8

Telephone: (204) 987-9200

Fax: (204) 987-9219

OUT-OF-WORK LIST - REGINA

350 Soloman Drive
Regina, SK S4N 5A8
Telephone: (306) 949-4452
Fax: (306) 543-9339

LODGE 128/555
Province of Ontario

OUT-OF-WORK LIST - THUNDER BAY

878 A Tungsten Street
Thunder Bay, ON P7B 6J3
Telephone: (807) 623-8186
Fax: (807) 623-9294

LODGE 146
Province of Alberta

OUT-OF-WORK LIST - EDMONTON

15220 – 114 Avenue
Edmonton, AB T5M 2Z2
Telephone: (780) 451-5992
Fax: (780) 451-3927

OUT-OF-WORK LIST - CALGARY

11055 – 48 Street, SE
Calgary, AB T2C 1G8
Telephone: (403) 253-6976
Fax: (403) 252-4187

LODGE 359
Province of British Columbia

OUT-OF-WORK LIST - BURNABY

5510 – 268th Street
Langley, BC V4W 3X4
Telephone: (778) 369-3590
Fax: (778) 369-3595

LODGE 133

#204, 10059 – 118 Street
Edmonton, AB T5K 0B9
Telephone: (780) 483-0823
Fax: (780) 489-3043

NUNAVUT, NORTHWEST TERRITORIES, YUKON, & DISTRICT OF MACKENZIE

Please contact the International Office of the International Brotherhood of Boilermakers or the Office of the Boilermaker Contractors' Association for the Working Terms & Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

BOILERMAKER CONTRACTORS' ASSOCIATION

Sara Scott, Executive Director

20 Corporate Park Drive, Suite 102
St. Catharines, ON L2S 3W2
TELEPHONE: (905) 684-2244
FAX: (905) 682-2320
EMAIL: sscott@bcacanada.ca
WEBSITE: www.bcacanada.ca

Marty Albright, Director of Labour Relations

20 Corporate Park Drive, Suite 102
St. Catharines, ON L2S 3W2
TELEPHONE: (905) 684-2244
FAX: (905) 682-2320
EMAIL: malbright@bcacanada.ca
WEBSITE: www.bcacanada.ca

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THE BOILERMAKER CODE

I am a Boilermaker.

I am a skilled craftsperson and a team member.

I work for my family, my crew, my union and my employer.

I am part of a Brotherhood with a legacy of more than 130 years.

I honour my mentors, who came before me.

I honour their struggle to give me a union opportunity.

I respect their knowledge, leadership and integrity.

I show up on time and ready to work.

I provide quality work for quality pay.

I honour our negotiated contract and let my stewards
and union representatives do their jobs.

I am responsible and accountable for my actions.

I do things right the first time.

I am an excellent problem solver.

I am a guest at job sites and conduct myself accordingly.

I am constantly learning and sharing my knowledge.

I always work safely and demand the same from those around me.

I am a guardian of my trade and the union way of life.

I am a Boilermaker.