

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 128**

(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 ONTARIO**

*(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 for Ontario.

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

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Dated this 2nd day of June, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

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

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

SIGNATURE ON FILE

Roy Grills
Business Manager/Secretary Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 128

Adrian DiCocco
Vice Chair, Board of Directors

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

CHANGES TO ARTICLES

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

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 4.08 to read:

Article 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;
- 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;

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

- (ii) consideration must also be given to retain **sufficient employees with qualifications** to suit the nature of the work remaining.

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

Amend Article 7.03 to read:

7.03

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 dirty and/or corrosive work, in which the employees' clothes may be 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 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.

Such work shall also include new construction carried out in existing facilities such that the above conditions are encountered.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses **and full-face prescription respirator spectacle kits**, 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.
- c) **Prescription full face spectacle kit approved for use by 3M for 6000 Series Respirators for which the worker has been fit tested.**

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Amend Article 7.04 to read:

7.04

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).

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.

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 Officer of the Union and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of the referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

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

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

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.

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.

ARTICLE 14.00 – HOURS OF WORK

Amend Article 14.05 to read:

14.05

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

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

When working ten (10) hour shifts the Employer may schedule two thirty-minute breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the Employer chooses to schedule two thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of the shift and a thirty (30) minute paid break in the second five hours of the shift.

When working eight (8) hour shifts the Employer may schedule two thirty minute breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the Employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.

When working a scheduled twelve (12) hour shift, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three half hour breaks, each paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift. In lieu of the hot meal provided for in Article 16.02, the employer may provide the employee with a meal allowance of \$35.00 when a hot meal is impractical.

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.

ARTICLE 16.00 – OVERTIME

Amend Article 16.02 to read:

16.02

- a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 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 10 hours.

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 **\$35.00** plus one half hour of double (2) the regular hourly rate 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.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Where a supervisor is required to:

- (i) Start up to one (1) hour earlier, or
- (ii) Finish up to one (1) hour later, or
- (iii) Start up to one half (1/2) hour earlier and finish up to one half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.

- b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

ARTICLE 17.00 – RECOGNIZED HOLIDAYS

Amend Article 17.02 to read:

17.02

The following Recognized Holidays are observed by this Agreement:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day (Dominion Day)	Civic Holiday
Labour Day	National Day of Truth and Reconciliation
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 18.00 – WAITING AND REPORTING TIME

Amend Article 18.01 to read:

18.01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location but is not placed to work until a later date, they shall be entitled to four (4) hours of pay, plus subsistence if applicable, for each of the first two regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. 8 hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.02 shall govern.

In the event the Owner/Client postpones the original scheduled start date of a project to a later date, and the union office is notified 24 hours (during regular

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

union hall business hours) prior to the start of the original scheduled shift, that the employee is not to report to work, then the employee will not be entitled to any reporting time. Employees will be given the option of a layoff or to report to the job at the revised date. In any event, Employees, that have completed required orientations and/or onboarding prior to the original scheduled start date, shall be compensated accordingly.

ARTICLE 19.00 – TRAVELLING EXPENSES

Amend Article 19.02 to read:

19.02

When an employee is instructed to report to, or leaves a job location which necessitates transportation and travelling time, they shall be entitled to the transportation or travel expense, plus travelling time at the regular rate, not exceeding eight (8) hours per day for such travelling time.

If location and circumstances require the employee to travel overnight or on the day(s) preceding their first working day, the travel expense shall also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day(s); except when travel is by train in which case they shall receive berth and meals when necessary. **(This applies to night shift as long as the employee can provide proof of previous nights accommodation in accordance with Letter #4 – Acceptable Receipt for Subsistence Reimbursement).**

Transportation costs and travelling time will normally be based on an available and appropriate mode of public transportation. If there is no available mode, or if an employee is specifically instructed and consents to drive their own automobile, they shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometre (road), plus travel time, when applicable, calculated at eighty (80) kilometres per hour, each way.

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 20.00 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 20.00.

The employee's entitlement to the foregoing travel expense and travelling time, when applicable, shall be subject to the conditions in Articles 19.03 to 19.06 inclusive.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Note:

Thunder Bay: For job locations within the City of Thunder Bay, employees will not be entitled to either daily travel, subsistence allowance or initial and return travel expenses. When the Union are unable to dispatch locally from the Thunder Bay Out-of-Work List to job locations which exceed fifteen (15) road kilometres from the City Hall of Thunder Bay, members from other Out-of-Work Lists dispatched to these job sites shall receive initial and return travel expenses of **\$400.00** each way, and shall be paid all conditions thereafter as per Articles 19.00 and 20.00.

ARTICLE 20.00 – SUBSISTENCE ALLOWANCE

Amend Article 20.02 to read:

20.02

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

- a) When a travel card member has deposited 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.
- d) Effective January 1, 2017 - If the Union is unable to supply Boilermakers from the local hiring hall and the Union dispatches from another Out-of-Work list and the member dispatched maintains a primary residence that is greater than one hundred and fifty (150) road kilometres from the jobsite then that member shall receive daily subsistence per day worked. (See Letter No. 5)

In order to qualify for the Subsistence Allowance under Article 20.02 (d) 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 **Residential** Tax Notice/Bill or Lease Agreement.

Plus one 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.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

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.

Amend Article 20.06 to read:

Article 20.06

Subject to 20.05 on a 4/10 work cycle the member will be paid 5 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.

For 5th day, the member must provide a receipt in accordance with Letter #4 - Acceptable Receipt for Subsistence Reimbursement.

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 1st, 2017 all Records of Employment must be filed electronically through the ROE website) within **five (5) 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.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

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.

ARTICLE 25.00 – BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)

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 Addendum 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 ½ or 2).

ARTICLE 26.00 – BOILERMAKERS' NATIONAL PENSION PLAN (CANADA)

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 Addendum 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 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).

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

ARTICLE 30.00 – TANK WORK EMPLOYERS

Amend Article 30.01 to read:

30.01

The Union and Employers agree to comply with the letter dated **June 2, 2022** relating to the performance of tank work (See Letter No. 3).

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.04 to read:

32.04

The Parties shall meet **as defined under the applicable Labour Relations 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**.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

LETTER #3
Letter of Understanding
Between
Boilermaker 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 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 **or their designee** will be permitted to name hire from the Out of Work List of the Local Lodge, two (2) employees who are qualified to and will perform the operation of any automatic welder. **If the Local does not have experienced Automatic Vertical Welder operators, Automatic Girth Welder operators or Down Flat Welding Machine operators, if and when required 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 employer may also select six (6) Journeypersons from any Out of Work List of the Local Lodge for every New Project for up to the first four tanks. For every additional group of four tanks or part thereof the Employer will be extended the same name hire provisions as above. 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. The Employer will be able to transfer 100% of their workforce provided the Employer maintains the Apprentice to Journeyperson ratio required in Article 27.01.

(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

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

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 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: June 2, 2022

**Signed on behalf of the:
Boilermaker Contractors’
Association**

**Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations

SIGNATURE ON FILE

Arnie Stadnick
International Vice President

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

**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 128 further commits to have the above-mentioned online portal for employers to access employee JRD core training records developed and implemented by December 31, 2022.

Dated: June 2, 2022

**Signed on behalf of the:
Boilermaker Contractors'
Association**

**Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations

SIGNATURE ON FILE

Arnie Stadnick
International Vice President

SIGNATURE ON FILE

Adrian DiCocco
Vice Chair, Board of Directors

SIGNATURE ON FILE

Roy Grills
Business Manager/Secretary
Treasurer
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers,
Local Lodge 128

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Wage Package Increases:

Effective:	
Second Sunday after the parties reach an agreement or the second Sunday after approval of the total wage package distribution for scheduled wage adjustments, whichever is later	\$3.00 to Total Wage Package
First Sunday in May, 2023	\$3.00 to Total Wage Package
First Sunday in May, 2024	\$2.50 to Total Wage Package

Subsistence/LOA:

Effective:	
Second Sunday after the parties reach an agreement or the second Sunday after approval of the total wage package distribution for scheduled wage adjustments, whichever is later	Increase by \$5.00 to: Southern Ontario: \$124 / day worked Northern Ontario: \$130 / day worked
First Sunday in May, 2023	Increase by \$5.00 to: Southern Ontario: \$129 / day worked Northern Ontario \$135 / day worked
First Sunday in May, 2024	Increase by \$5.00 to: Southern Ontario: \$134 / day worked Northern Ontario: \$140 / day worked

Duration:

The effective date and /or date of signing shall be the 2nd Sunday after the parties reach an agreement or the 2nd Sunday after approval of the total wage package distributions for scheduled wage adjustments, whichever is later.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS:

- 1) Amend Article 1.01 (3rd paragraph) and Article 23.01 to reference new Memorandum of Agreement date.
- 2) Amend Article 32.02 to reference new date of April 30, 2025.
- 3) Update Address Listings with updated contact information.
- 4) Remove Letter #6 – Memorandum of Agreement Overlay – Metalizing
- 5) Remove Letter #7 – Letter of Understanding Related to Article 8.00 – Weld Tests

Other Items Agreed to:

- 1) Carry forward discussion items from 2019 bargaining referred to the Liaison Committee for resolution withdrawn without prejudice.