

Boilermakers Lodge 359
2022 – 2025 Collective Agreement
Memorandum of Agreement (“MOA”)

By and Between:

BRITISH COLUMBIA BOILERMAKER CONTRACTORS’ ASSOCIATION (“BC BCA”)

on its own behalf and on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by mutual agreement between the parties

(the “Employer”)

And:

INDEPENDENT BOILERMAKER CONTRACTORS SIGNATORY HERETO

And:

**THE INTERNATIONAL BROTHERHOOD of BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS LODGE 359 (A.F.L. - C.I.O)**
on behalf of its members

(the “Union”)

A. MOA Settlement Terms

- 1) The provisions of this MOA shall apply and shall replace any contrary provisions in the 2014 – 2020 Collective Agreement between Boilermakers Lodge 359 and the Boilermaker Contractors Association of British Columbia (the “Agreement”) and any ancillary Agreement documents.
- 2) All provisions of the Agreement and any ancillary agreement documents not specifically amended by this MOA shall remain in full force and effect.
- 3) This effective dates of all changes in this MOA shall be the first Sunday following the signing (subject to CLR/Lodge 359 ratification of the competing agreement) except where effective dates are specified for certain terms and conditions within this MOA.
- 4) **Term of Agreement**
Three (3) years effective the date of signing (subject to CLR/Lodge 359 ratification of the competing agreement) to April 30, 2025, inclusive.
- 5) **Increases**
 - a) Effective the first Sunday following the date of signing (subject to CLR/Lodge 359 ratification of the competing agreement) of this MOA the Journey person

monetary package will be increased by an amount equal to eight percent (8%) of the Journeyperson Wage Rate **effective first Sunday following the date of signing (subject to CLR/Lodge 359 ratification of competing agreement)**. The Union retains the right to distribute this increase between Wages/Vacation &HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

- b) Effective April 30, 2023, the Journeyperson monetary package will be increased by an amount equal to four and one-half percent (4.5%) of the Journeyperson Wage Rate in effect on April 29, 2023. The Union retains the right to distribute this increase between Wages/Vacation &HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.
- c) Effective April 28, 2024 the Journeyperson monetary package will be increased by an amount equal to four percent (4%) of the Journeyperson Wage Rate in effect on April 27, 2024. The Union retains the right to distribute this increase between Wages/Vacation &HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

6) Article 1.00 – Purpose

Article 1.01 – Status Quo, amend MOA to new date

7) Article 4 – Union Security, Dues Deductions, Employer Contributions

The Parties agree to Updated Articles 4.05-4.09 to read as shown in Appendix “A” attached to this MOA.

Article 4.04 – Status Quo

8) Article 7 – Working Conditions, Safety Measures, Health and Sanitation

a) Article 7.03 – Status Quo

b) Amend Article 7.04 by adding the following new sentence to the end of the Article:
“Respirator cleaning stations will be supplied and maintained as directed by regulations and manufacturer recommendations.”

c) Add the following new Article 7.09.

7.09 Jobsite Telephones

- (a) A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No Employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency.
- (b) No Employee shall be required to install any app on their personal cell phone as a condition of employment.

- d) **Article 7.00 Working Conditions, Safety Measures, Health and Sanitation**
Status Quo

- 9) **Article 8.00 Welding Tests**
Article 8.02 – Status Quo

- 10) **Article 10.00 Stewards**
Article 10.02 – Status Quo

- 11) **Article 11.00 Liaison Committee and Joint Conference Board**
Agreed To

Amend Article 11.01 to read as follows:

11.01 Liaison Committee

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 359 to meet at least twice each year or as required for the purpose of discussing mutual problems and matters of interest. The parties shall establish a terms of reference for the Committee.

Delete Article 11.02 Joint Conference Board.

- 12) **Article 12 – Grievance Procedure**
Agreed To

Amend Article 12.02 to read as follows:

12.02

All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

STEP 1:

Any employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Foreperson.

STEP 2:

Should the employee and Job Steward be dissatisfied with the Foreperson's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable section of the Agreement, before again presenting same to the Foreperson or the next level of supervision above the Foreperson. The Foreperson or next level of supervision shall answer the grievance in writing within ten (10) working days, or at a time mutually agreed upon.

STEP 3:

In the case of any dispute or grievance arising that cannot be settled informally by the Employee, Job Steward and Foreperson or General Foreperson on the project, it will be referred in writing to the representatives of the parties within two (2) working days, or at a time mutually agreed upon. All time limitations pertaining to disputes or grievances may be extended by mutual agreement of the parties.



~~Failure to reply to the grievance within the agreed time limit shall mean the grievance is conceded.~~

~~Grievances not processed from one step to another within ten (10) working days, shall be deemed to be settled on the basis of the last written reply to the Griever.~~

Article 12.03 – Status Quo

13) Article 13 – Arbitration

Amend Article 13.03 to read as follows:

The Parties shall mutually agree on an Arbitrator to hear the matter. In the event the Parties fail to mutually agree on an Arbitrator within fifteen (15) calendar days of the referral either party may apply to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

14) Article 14 – Hours of Work

a) Amend the second paragraph of Article 14.01(a) by replacing “up to one (1) hour” with “up to two (2) hours”.

b) *Amend Article 14.03 to read as follows:*

Two (2) rest or work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift, or shifts. ~~Where the scheduled shift exceeds ten (10) hours or if unscheduled overtime is worked which results in work in excess of ten (10) hours Employees are entitled to an overtime meal break in accordance with Article 16.02.~~ Where ~~the scheduled shift exceeds ten (10) hours or if~~ unscheduled overtime is worked beyond the normal working day and if the duration of overtime is to exceed one hour ~~but be less than two (2) hours~~, then the Employee will be allowed a coffee break at the end of the normal shift. Such breaks and a suitable location to be determined by the Employer, in consultation with the job steward. Where the shifts are scheduled for ten (10) hours the two (2) rest or work (coffee) breaks shall be of fifteen (15) minutes duration.

These breaks may be staggered, alternated or varied by the Employer to permit continuous operation where required, by mutual agreement between the Business Manager and the Employer, prior to the start of the project, where possible. ~~Subject to mutual agreement between the Employer and the Union, the Employer may combine the two fifteen (15) minute breaks and provide two one-half (½) hour paid breaks in lieu of the one-half (½) hour unpaid lunch break and the two paid fifteen (15) minute breaks. Agreement to combine these breaks shall not be unreasonably withheld.~~

An employee shall not be required to work during their regular scheduled rest or work (coffee) break except in emergency or special circumstances, in which case, they will receive a reassigned rest or work (coffee) break. If this break falls outside the regular rest or work (coffee) break established on the job, they

shall receive an additional allowance of ten (10) or fifteen (15) minutes pay at straight time rates which shall be in addition to their regular straight time hours.

c) Amend Article 14.07 by:

- i) Increasing the \$100 and \$200 payments to \$200 and \$300.
- ii) Adding the following new paragraphs before the existing final paragraph.

For Emergency Repair Call-Out work due to the requirement for employees to commence work on short notice the Employer has the right to identify welding qualifications which may be required for employees to be eligible for dispatch.

Where an employee reports to work for an Emergency Repair Call-Out the regular shift start and stop times will not apply to the first day of work and the employee will work the first eight (8) hours at straight time (or the appropriate overtime rate if worked on Saturday, Sunday or Statutory Holidays). Any additional hours worked will be compensated as Overtime. All days following the first shift will be scheduled in accordance with the standard hours of work provisions.

15) Article 15 – Shift Work

Amend Article 15.02 by replacing “up to one (1) hour” with “up to two (2) hours”.

16) Article 16 – Overtime

Article 16.02 – Status Quo. LNGC EVJV Lorneville and KLTP/Horton CBI are red circled for the duration of the project utilizing current language in the bridged BCA/Boilermakers Lodge 359 agreement.

17) Article 17 – Vacation and Recognized Holidays

Delete Heritage Day and amend Article 17.02 to read as follows:

17.02 The Recognized Holidays are:

*New Years’ Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding BC Day, BC Day, Friday preceding Labour Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a Public Holiday by the Federal and/or Provincial Government.
(NOTE: See calendars at back of this Agreement for dates).*

18) Article 18.00 Waiting and Reporting Time

Article 18.03 – Status Quo

19) Article 19 – Travelling Expenses

- a) Amend the opening paragraph to reflect that the Transportation Rate will be adjusted on the same date CRA amendments are effective.
- b) Amend Article 19.01(c)(i) to read as follows and delete Appendix “D” and the schedule titled “Kilometers to Various Mill Operations”.
 - i) The Employer shall pay an initial and terminal travel allowance to any Employee who is directed or dispatched to an out of town project. The allowance shall be paid at the Transportation Rate for each kilometre based on the most direct route, as measured by Google Maps, or equivalent, from the Employee’s place of residence within the Province of British Columbia or the Yukon Territory to the project. Should an Employee’s residence be outside those boundaries the distance will be measured from the point the Employee first enters British Columbia or the Yukon following the most direct route to the jobsite. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to items (ii), (iii), (iv) (v) and (vi) for further clarification and exceptions.
- c) Add a new Article 19.01(c)(iii) to read as follows and renumber the balance of Article 19.01(c).
 - (iii) Where a member is required to travel in excess of nine hundred (900) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days’ Subsistence upon presentation of receipts to the Employer.
- d) Amend the first paragraph of Article 19.01(c)(vi) to read as follows:

The Employee shall receive initial and final travel expenses within two (2) working days of reporting to the job. These expenses shall be treated as a travel reimbursement, and shall be deducted from the final pay where Article 19.02 applies.
- e) Amend Article 19.01(d) by adding a new paragraph (iii) to read as follows:
 - (iii) Where an employee elects to use their personal vehicle to travel to the jobsite from the Employer supplied accommodation the Employer will, in place of daily transportation, pay mileage at the Transportation Rate both ways from the Employer provided accommodation to the project.
- f) Amend Article 19.01(e) by moving the last sentence of Article 19.01(e)(iii) to a new paragraph (iv) to read as follows:
 - (iii) Local residents living beyond a 40 road kilometer free zone around the jobsite of the project shall receive the Transportation Rate per road kilometer from the edge of the 40 road kilometer free zone around the jobsite to their place of residence as a daily travel allowance for each day worked or reported for work. Daily travel will be paid both ways.

(iv) Where weather, ~~or~~ road conditions or traffic do not allow the Employee to travel to their residence within one (1) hours driving time, the Employer shall provide accommodation and meal allowance ~~Subsistence~~ in lieu of Daily Travel upon the employee's request.

g) Amend Article 19.02 to read as follows:

Article 19.02 – Status Quo

h) Amend Article 19.03 by:

i) Replacing the paragraph immediately prior to the table of mileage with the following.

When a turnaround is requested, the Employee shall receive the following allowance based on the distance from their residence (measured in accordance with Article 19.01(c)(1)) to the job site.

ii) Updating the paragraph immediately following the table of mileage to reflect the amounts will be adjusted effective the date of any change in the CRA amounts.

iii) Replacing the last sentence of the second last paragraph with the following new second last paragraph:

Subsistence shall not be paid during turnaround periods. In recognition of the need for an Employee on day shift to arrive a night early to be ready for work and an Employee on night shift to rest prior to travel an Employee on subsistence will be paid their subsistence amount for one day during their turnaround.

20) Article 20 – Subsistence

a) Amend Article 20.02 paragraphs (a) and (b) by:

i) Increasing Subsistence to \$155.00 and the Meal Allowance to \$70.00.

ii) Future increases in the Subsistence and Meal Allowance amounts will match those in the Boilermaker Lodge 359 Standard Agreement between CLR and the Union during the term (from date of signing (subject to CLR/Lodge 359 ratification of the competing agreement) to April 30, 2025) of the BC BCA and Lodge 359 Collective Agreement.

b) Amend Article 20.04(a) by replacing “twelve dollars (\$12.00)” with “twenty dollars (\$20.00)”.

21) Article 21 – Pay Day

Agreed To

Replace the second paragraph of Article 21.01 with the following:

~~Effective May 3, 2015—~~ The Employer has the right to pay Employees by ~~option of utilizing an electronic banking system commonly referred to as~~ direct deposit including the provision of paystubs by electronic delivery. Where paystubs are provided electronically the Employer will provide employees with a way to

~~confidentially access and make a copy of their paystub through the workplace. The Employer shall notify the Union prior to the start of the job whether pay will be by direct deposit. If electronic banking is to be used the Employer shall inform 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) shall may also be completed electronically.~~

22) Tank Letter

Amend Tank Letter to include a new 5th paragraph:

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

23) Job Ready Dispatch Letter of Understanding

To be dealt with through the Liaison Committee and/or ATAC.

Amend JRD LOU 5th paragraph to read as follows:

The JRD program contains the following core suite of certifications as follows:

- OSSA Certified Fall Arrest*
- OSSA Certified Confined Space*
- Quantitative Fit Tested
- CSTS

• **Aerial Work Platform**

Tanking point

**Update with applicable name, i.e. Energy Safety Canada*

Amend JRD LOU to include the following new paragraph:

JRD (core suite) certifications to be valid for sixty (60) days from dispatch date.

24) Housekeeping

- Amend the date of the second paragraph of Article 1.01.*
- Replace “Apprenticeship Fund, Trade Advancement Fund” with “Lodge 359 Apprenticeship and Trade Advancement Fund” in Article 4.09(a).
- Delete the portion of the final paragraph in Article 20.02 that describes the historical changes in LOA and Meal Allowance.
- Amend Article 21.02(ii) to reads as follows:
 - and the Employer shall either deposit ~~or mail~~ the Employee’s wages and either electronically file ~~or mail~~ the Employee’s Record of Employment within three (3) days, exclusive of Saturday, Sunday and Recognized Holidays.

- e) Delete the Construction Camp Rules and Regulations from the Agreement.
- f) Replace the American spelling of “Kilometer” with “Kilometre” wherever it occurs
- g) *Replace “Boilermaker Contractors’ Association of British Columbia” with “British Columbia Boilermaker Contractors’ Association”*

B. Ratification and Preparation of Revised Agreement

- 1) The Parties agree to recommend this MOA to their respective principles.
- 2) Subsequent to **the signing (subject to CLR/Lodge 359 ratification of the competing agreement)** of this MOA all appropriate changes will be made to the Agreement to reflect the terms provided in this MOA.

It is agreed in principal that all terms signed off of are agreed upon and the Union should they find any errors that were not in principal agreed upon, reserves the right to bring to the BCT's Attention of said changes that require Attention. P

Boilermakers Lodge 359 2022 – 2025 Agreement MOA (cont'd)

C. Signatures of the Parties

Dated this 2nd day of June, 2022

Dated this 2nd day of June, 2022

Signed on Behalf of:

Signed on Behalf of:

British Columbia Boilermaker Contractors' Association

The International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and
Helpers Lodge 359

Signature on File

Signature on File

Signature on File

Appendix "A"

This is the Appendix "A" referred to in item 6) of the MOA.

- 4.05 Upon receipt of authorization contained on the official Union Dispatch Form signed by the Employee, the Employer shall each month deduct from all employees coming within the scope of this Agreement.
- (a) Monthly union dues in the amount prescribed by the Union.
 - (b) Field Dues in the amount of four and one quarter percent (4.25%) (or such amount as may be designated by the Union) of gross hourly wages (including waiting, reporting, show up and standby time).
 - (c) CIRP (*Construction Industry Rehabilitation Plan*) fees in the amount of four cents (\$0.04) for each hour worked.

4.07 Employer Contributions

The Employer shall contribute each month, to the Following Funds, for each Employee coming within the scope of this Agreement, an amount in cents per hour as set out in Appendix "A", for all hours earned (including waiting, reporting, and standby time) by the Employee except for the JAPlan, CIRP, D&A Policy, **BC BCA Administration Fund (subject to BCA Board approval)** which shall be paid for each hour worked:

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Lodge 359 Apprenticeship and Trade Advancement Fund
- **National Training Trust Fund (\$0.10)**
- **IBB Advantage Fund (\$0.17)**
- Boilermaker Lodge 359 Education and Promotion Fund
- **Jurisdictional Assignment Plan (JAPlan)**
- **Construction Industry Rehabilitation Fund (CIRP)**
- **BCD&A Drug and Alcohol Program Society (D&A Policy)**
- Western Canada Boilermaker Advantage
- Helmets to Hardhats
- **BC BCA Administration Fund**
- Job Ready Dispatch Program

4.08 Payment of Dues Check-Off and Employer Contributions

Payments must be remitted by the 15th day of the month following the month the deductions and contributions were made, together with a list of the names and Social Insurance Numbers of the employees on whose behalf the deductions and contributions are being made. Also opposite each name on the list, the figures upon which the deductions and contributions are being made shall be shown.

Monthly Union Dues and Field Dues deductions; CIRP contributions and deductions; Boilermaker Lodge 359 Apprenticeship and Trade Advancement Fund, Boilermaker Lodge 359 Education and Promotion Fund, JAPlan, D&A Policy and **BC BCA** contributions shall be remitted directly to the

Boilermakers Lodge 359 2022 – 2025 Agreement MOA (cont'd)



Secretary- Treasurer of the Union, payable to:

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary-Treasurer
International Brotherhood of Boilermakers Lodge 359
5510 – 268th Street Langley, BC
V4W 3X4

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

Monthly Employer Contributions to the Boilermaker Lodge 359 Health and Welfare Fund and Boilermaker Lodge 359 Pension Trust Fund shall be remitted directly and be payable to:

Boilermakers Lodge 359 Benefit Plans

Boilermakers Lodge 359 Benefit Trust Funds
c/o Bilsland Griffith Benefit Administrators
Suite 1000, 4445 Lougheed Highway
Burnaby, B.C.
V5C 0E4

Monthly Employer Contributions for the NTF, Western Canada Boilermaker Advantage Fund and Helmets to Hardhats will be remitted directly to the Boilermakers' National Benefit Funds (Canada) and forwarded to:

Boilermakers' National Benefit Funds (Canada)
45 McIntosh Drive
Markham, ON
L3R 8C7

Delinquent payments, notification, penalties and inspection: The Union, and/or Fund Administrators shall advise the Employer in writing of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays), by either: payment of the delinquency or written reasons for the delinquency which the Union, and/or Fund Administrators shall decide as being acceptable or not, there then shall be a ten percent (10%) penalty of the amount of the late payment due.

4.09 Funds: General

- (a) The Lodge 359 Apprenticeship and Trade Advancement Fund shall be controlled by a Board of Trustees who will administer the Fund.
- (b) The Health and Welfare Fund, and the Pension Fund shall be controlled by a Board of Trustees consisting of Union members. A full time Administrator shall be engaged by the Board of Trustees. The cost of administration of the Funds shall be borne by the respective fund.



- (c) **BC BCA** shall be responsible for the cost of joint meeting rooms for negotiations, liaison committee and conference board meetings, where applicable. The Parties will share the cost of new agreements on the basis of quantity ordered.



LIST OF SIGNATORY CONTRACTORS

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit, and the Union recognizes **BC BCA** as the exclusive bargaining agent for all **BC BCA** members who have authorized the Association to sign this Agreement on their behalf.

Effective **May 25, 2022** the following employers have authorized **the BC BCA** to bargain a renewal Collective Agreement with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge 359 and to sign such Agreement on their behalf.

1. ***Altex Industries Inc.***
2. ***Atlantic Plant Installation Canada Inc.***
3. ***Babcock & Wilcox Canada Corp.***
4. ***Ganotec***
5. ***Global Rigging & Transport Canada Corp.***
6. ***Horton CBI, Limited***
7. ***Liburdi Automation Inc.***
8. ***Lorneville Mechanical Contractors Ltd.***
9. ***Melloy Industrial Services Inc.***
10. ***TIW Steel Platework Inc. (Local 359 to administer Certification change)***
11. ***TVE Industrial Services Ltd.***