

MEMORANDUM OF AGREEMENT

Amendments to the Maintenance Collective Agreement and the
Letter of Understanding for Long Term Maintenance



BETWEEN



**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS**
(hereinafter referred to as the "Union")

**ON ITS OWN BEHALF AND ON BEHALF OF
LOCAL LODGE 555**
(hereinafter referred to as the "Local Lodge")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF SASKATCHEWAN
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF MANITOBA**
(On behalf of each of its member companies hereinafter referred to as the "Employer")

Attached hereto are amendments which describe the changes and/or additions to the old Maintenance Agreement and the Letter of Understanding for Long Term Maintenance.

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

Dated this 7th day of June 2023.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

Mike Feiffer
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 555

SIGNATURE ON FILE

Glenn Tardif
Chair
BCA Board of Directors

CHANGES TO THE BCA/IBB LOCAL LODGE 555 MAINTENANCE AGREEMENT

ARTICLE 3.00 – MANAGEMENT RIGHTS

Amend Article 3.08 to read:

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.

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

- 1. Contractor has multiple PO's or contracts on a given large site.**
- 2. Each PO/contract is separate and stand alone.**
- 3. Work scopes with separate customer PM.**
- 4. Work scope with separate site contractor PM.**

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

- 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

Amend Article 4.02 to read:

4.02

The Union agrees to furnish competent available workers to the Employer on request, provided however, that the Employer **has** 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.

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 (60) days in advance of the proposed change.

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

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

Amend Article 6.01 to read:

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

Amend Article 6.06 to read:

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

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

The Union agrees to provide the Employer with qualified employees (including

Apprentices) when requested, to perform personwatch duties when required and when such personwatch is within the Employer's control.

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

Amend Article 6.08 to read (Pending IBB Review and Approval of Version 6.1):

6.08

The Parties agree to adopt the **May 1, 2023 Version 6.1** Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule. **Adoption of Version 6.1 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under the Manitoba and Saskatchewan Human Rights Code and/or the Canadian Charter of Rights and Freedoms.**

Individuals in Saskatchewan doing pre-access Alcohol and Drug (A&D) testing shall be paid two (2) hours.

ARTICLE 7.00 – WELDING TESTS

Amend Article 7.01 to read:

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.

ARTICLE 10.00 – GRIEVANCE PROCEDURE

Amend Article 10.07 to read:

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

Prior to advancing to Arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to Arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.

ARTICLE 11.00 – EMPLOYER, UNION GRIEVANCES

Amend Article 11.04 to read:

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 **Vice-President or their representative** and 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.

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 – ARBITRATION

Amend Article 12.01 to read:

12.01

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 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.

ARTICLE 13.00 – HOURS OF WORK

Amend Article 13.02 to read:

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 1/2) 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. **When working the four (4) day work week and the recognized holiday falls in the work week it will be observed on the day it falls.** Work performed on Saturday, Sunday, or Recognized Holidays shall be paid at the applicable overtime premium.

Amend Article 13.06 to read:

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 (1/2) 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.

When working twelve (12) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three (3) breaks of one-half (1/2) hour each, paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift.

For greater certainty, on site for twelve (12) hours, paid for twelve (12) hours at the applicable rate.

ARTICLE 15.00 – OVERTIME

Amend Article 15.01 to read:

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 1/2) the regular rate of pay. Double (2) time will be paid after **ten (10)** hours worked.

Employees working on a Saturday shall be paid an overtime rate at time and one-half (1 1/2) the regular rate of pay. Double (2) time will be paid after **ten (10)** hours worked.

Employees working on a Sunday **and Recognized Holidays** 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.

(5x8's)

Day	Straight Time	Time and One Half	Double Time
Monday	8 Hours	Up to 2 Hours	After 10 Hours
Tuesday	8 Hours	Up to 2 Hours	After 10 Hours
Wednesday	8 Hours	Up to 2 Hours	After 10 Hours
Thursday	8 Hours	Up to 2 Hours	After 10 Hours
Friday	8 Hours	Up to 2 Hours	After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

(4x10's Monday to Thursday)

Day	Straight Time	Time and One Half	Double Time
Monday	10 Hours		After 10 Hours
Tuesday	10 Hours		After 10 Hours
Wednesday	10 Hours		After 10 Hours
Thursday	10 Hours		After 10 Hours
Friday		Up to 10 Hours	After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

(4x10's Tuesday to Friday)

Day	Straight Time	Time and One Half	Double Time
Monday		Up to 10 Hours	After 10 Hours
Tuesday	10 Hours		After 10 Hours
Wednesday	10 Hours		After 10 Hours
Thursday	10 Hours		After 10 Hours
Friday	10 Hours		After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

Amend Article 15.02 to read:

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 (1/2) 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 **Foreperson or General Foreperson** 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 (1/2) hour earlier and finish up to one-half (1/2) hour later than the **Foreperson's or General Foreperson'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 **Foreperson or General Foreperson works more than twelve (12) hours.**

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

Amend Article 16.02 to read:

16.02

The following Recognized Holidays are observed by this Agreement:

New Year's Day
Victoria Day
Labour Day

Good Friday
Canada Day
National Day for Truth and Reconciliation

Remembrance Day
Boxing Day

Thanksgiving Day
Christmas Day

And any other Holiday(s) that may be proclaimed by Provincial Governments during the life of this Agreement. **Should the Provincial government proclaim another Statutory Holiday, Parties to the agreement will meet to determine the new holiday's application for observance.**

Amend Article 16.04 to read:

16.04

Double (2) time shall be paid for hours worked on the Holidays recognized in this Agreement.

Amend Article 16.05 to read:

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.

The National Day of Truth and Reconciliation shall be observed on the day it falls and will not be moved for observance when the holiday falls outside of an employee's regular work week.

Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (Client, multi- Employer) observance on maintenance sites the Employer may make a request to the Union fourteen (14) days in advance of the holiday to establish another day to be observed other than those noted above.

ARTICLE 18.00 – TRAVELLING EXPENSES

Amend Article 18.02 to read:

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).

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 **18.04** inclusive.

Amend by deleting Article 18.05:

DELETE Article 18.05

ARTICLE 19.00 – SUBSISTENCE ALLOWANCE

Amend Article 19.01 to read:

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

Plus one (1) of the following recent pieces of information: Driver's Licence/Vehicle Registration or Pink Card, CRA Taxpayer's Notice of

Assessment/Service Canada documents, Rental or Home Owners Contents Insurance Policy.

The name of the member and current address must be clearly indicated on the documentation provided.

Note: If the member is married and the required documentation is in the spouses' name, a copy of the marriage certificate must be provided. If the member is living common-law and the documentation is in the common-law spouses' name, a sworn affidavit stating the members' common-law status must be provided.

If any Boilermaker hired on does not submit the proper documentation upon their date of hire, they will be considered a local resident and no back pay will be afforded. If the proof of residency is provided at a later date other than their start date by the worker it is agreed that the subsistence allowance would commence the day of proof of residency documentation was received going forward. Any further issues regarding Boilermaker's not submitting proper documentation upon hire on will not be pursued.

Amend Article 19.03 to read:

19.03

The amount of the subsistence allowance and effective dates of changes are set out in the Wage and Benefit Schedule. **The subsistence amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the CLR reference agreements.**

Amend Article 19.06 to read:

19.06

Subject to Article 19.05 on a 4/10 work cycle, the member will be paid **four (4)** 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. **To be compensated for the 5th day of subsistence on a 4/10 work cycle, the member must provide a receipt in accordance with Letter #3 – Acceptable Receipt for Subsistence Reimbursement.**

ARTICLE 21.00 – PAY DAY

Amend Article 21.02 to read:

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 **direct deposit** all the employee's final monies owing (unless payment is made by direct deposit) and the Record 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 must be made **by the next applicable pay period** of the date of layoff or termination.

Should the Employer fail to comply with this provision (excluding the reference to the Record of Employment), the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

Amend Article 21.03 to read:

21.03

When an employee quits of their own volition, the Employer shall **direct deposit** all monies owing on the regular payday applicable to the period worked. **The Record of Employment must be filed electronically within five calendar days after the end of the final pay period.**

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.

Amend Article 21.05 to read:

21.05

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. **The Employer has the option to use electronic pay stubs.** Final payment and Record of Employment (ROE) may also be completed electronically. **In the case of electronic pay records, printed pay records shall be issued for each pay period for employees who do not have the capability to access such electronic records. Upon request, a printed record of employment shall be issued to the employee.**

ARTICLE 28.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 28.01 to read:

28.01

This Agreement shall become effective on **the second Sunday following signing and will remain in effect until October 31, 2027** 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 30.00 – ENABLING CLAUSE

Amend Article 30.01 to read:

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.

The Union and the Boilermaker Contractors' Association will not unreasonably deny an enabling request, when a non- union or alternate union contractor is bidding the same scope of work. The document titled Procedure to Enable BCA and IBB Collective Bargaining Agreement (CBA), Rev. May 2023 shall be adhered to.

Amend Letter #2 to read:

**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.

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

The next five (5) Employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the basis of 50% name hire.

(a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid **three (3)** hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employers supervisor.

When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than **three (3)** hours pay.

- (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 7, 2023

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

SIGNATURE ON FILE

**Marty Albright
Director of Labour Relations**

SIGNATURE ON FILE

**Glenn Tardif
Chair, BCA Board of Directors**

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

SIGNATURE ON FILE

**Arnie Stadnick
International Vice President**

SIGNATURE ON FILE

**Mike Feiffer
Business Manager/Secretary-Treasurer
Local Lodge 555**

Amend to include new Letter #4 to read:

**Letter #4
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 6.06 to provide employers with the ability to access and download the records to make it easier for employers to complete the necessary health and safety due diligence before permitting the employee to start work, and to comply with the requirements set out in the Occupational Health and Safety Act and its regulations.

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

Dated: June 7, 2023

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

SIGNATURE ON FILE

**Marty Albright
Director of Labour Relations**

SIGNATURE ON FILE

**Glenn Tardif
Chair, BCA Board of Directors**

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

SIGNATURE ON FILE

**Arnie Stadnick
International Vice President**

SIGNATURE ON FILE

**Mike Feiffer
BusinessManager/Secretary-Treasurer
Local Lodge 555**

Amend to include new Letter #5 to read:

**Letter #5
Audiometric Testing – Implementation Plan
Re: Boilermaker Audiometric Testing Program**

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

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

The implementation plan for Boilermakers Local 555 to include the following:

- **Lodge 555 will communicate to all members the details and benefits of our audiometric testing program.**
- **Such communications will include contact details for hearing testing locations and the expressed requirements to complete Audio-Metric testing as per Article 6.06.**
- **All apprentices (including pre-apprentices) will undergo audiometric testing on an annual basis.**
- **Lodge 555 will arrange for mobile testing units to attend and administer testing at functions such as:**
 - **Union meetings**
 - **CWB testing days**
 - **Social events**
 - **Golf tournaments**
 - **Fishing derbies**
 - **And other functions that may provide and promote great testing throughout the membership.**
- **Metrics will be regularly monitored and promotion strategies adjust to consistently increase numbers of members being tested and documented.**

PROCEDURE TO ENABLE BCA AND IBB COLLECTIVE BARGAINING AGREEMENTS (CBA)

Amend to read:

Procedure to Enable BCA and IBB Collective Bargaining Agreements (CBA)

1 Purpose

1.1 The purpose of this procedure is to describe and set forth the general requirements for requesting enabling of the Boilermaker Contractors' Association (BCA) and International Brotherhood of Boilermakers (IBB) Local Lodge area trade agreement (ICI) **and maintenance agreements** for both existing work and bids on new work.

The enabling procedure will ensure all members signatory to the relevant provincial BCA are made aware of the existence of enabling agreements when bidding work to provide equitable and competitive bids.

These procedures are applicable to contractors requesting enabling in the following provinces: Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador and Prince Edward Island.

2 Responsibilities

2.1 The BCA, IBB, and / or IBB Local Lodge will determine that all the requirements have been met prior to considering the request for enabling of the agreement.

The decision to approve or reject will reside exclusively with the IBB, and / or the IBB Local Lodge.

3 Procedure

3.1 A request for enabling from a contractor may be directed to the IBB Local Lodge and BCA.

3.2 The parties receiving the request for enabling will ensure the contractor is signatory to the respective provincial BCA and IBB Local Lodge Collective Agreement and is a member of the provincial BCA.

3.3 The contractor will be required to complete the Enabling Request Form ('the form') in its entirety and submit the form a minimum of five (5) business days prior to

the bid closing date. Exceptions may be granted on a case by case basis for extenuating circumstances.

3.4 Subject to the contractor meeting all requirements on the form, the IBB Local Lodge and BCA will host a conference call meeting of the parties within three (3) business days of the request to discuss and either approve or reject.

3.5 In the event the request to enable is approved, the BCA will notify contractors signatory to the BCA in the province where the work is to be performed that a specific site project has been enabled and to contact the BCA office for further details.

3.6 For record keeping purposes a joint letter from the BCA and IBB will be sent to the contractor approving or rejecting the request.

4 Associated Documents

4.1 Reference Documents

4.1 Boilermaker Contractors' Association (BCA) and International Brotherhood of Boilermakers (IBB) Enabling Request Form.

4.2 Article **30.00** – Enabling Clause / Articles of Agreement between the IBB on its own and on behalf of local lodges and the BCA.

**CHANGES TO BCA/IBB LOCAL LODGE 555 LETTER OF UNDERSTANDING FOR
LONG TERM MAINTENANCE**

Addendum for Long Term Maintenance
as Defined Herein

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

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION
*On behalf of all its participating member companies and those contractors who are
certified to and/or voluntary recognize Boilermakers Local Lodge 555 hereinafter
referred to as the "Employer")*

Including
The Boilermaker Contractors' Association of Saskatchewan

Replace 'Letter of Understanding for Long Term Maintenance' reference with 'Addendum for Long Term Maintenance' throughout.

ARTICLE 4.000 – RECOGNIZED HOLIDAYS

Amend Article 4.000 – Recognized Holidays:

Delete Article 4.000 - Recognized Holidays as the language is covered in Article 16.00 of the BCA/IBB Local 555 Maintenance Agreement.

ARTICLE 5.000 – CALL-IN

Amend Article 5.500 to read:

5.500

(i) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report early for succeeding shift or work day, such work is not considered "Call-In", but will be paid at the applicable overtime rate without regard to minimum pay.

(ii) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid the minimum payment noted in **Article 5.1.**

APPENDIX “B” - 9/80 WORK WEEK SCHEDULE ALTERATION

Amend Appendix “B” – 9/80 Work Week Schedule Alteration to read:

APPENDIX “B” - 9/80 WORK WEEK SCHEDULE ALTERATION

The following work week is approved as an option to the existing work week provisions. The work week averages to 40 hours straight time over a two week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in major shutdown situations.

Employees working the 9/80 schedule and assigned to work overtime on an integrated basis with **Owner** employees will have **the** time of their overtime meal break harmonized with those in-plant employees they are working with.

1) The Work Week

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a scheduled day off.

2) Overtime to be Paid as Follows

Week 1 Time and one half (1 ½) for the first two (2) hours worked before or after the regular nine (9) or eight (8) hour work day Monday to Friday – Double time will be paid thereafter.

Week 2 Time and one half (1 ½) for the first ten (10) hours worked on the scheduled Friday off – All other overtime is double time.

3) In Chart Form for Clarity

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Mon
Regular Hours	9	9	9	9	8			9	9	9	9			
Days Off						OFF	OFF					OFF	OFF	OFF
Overtime Payments	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	DT	DT	DT	DT	DT	DT	10 HRS 1 ½	DT	DT
Total Regular Hours	44 HRS							36 HRS						

4) Clarifications

- Total regular hours for a two-week period are 80.
- If a Statutory Holiday falls on a Friday earned day off it will typically be observed on the following Monday, however, the holiday may be observed on the preceding Thursday to align with the client organization. If employees are asked to work on the Monday or Thursday they will be paid at applicable overtime rates.
- It should be noted that employees working more than 10 hours are entitled to an overtime meal and break at the 10 hour mark pursuant to the overtime meal articles in the agreement.
- The modified work schedule will revert to the standard **short term conditions herein** for major shutdown work.

- If an employee has just completed a 44-hour work week and is transferred to another department that is starting a 44-hour work week, the employee will be paid applicable overtime if they are requested to work the Friday.
- If an employee has just completed a 36-hour work week and is transferred to a department that is starting another 36-hour work week, then only 36 regular hours will be accumulated. There is no commitment to working employee 40 regular hours for this week.
- If employees are transferred to another department mid-week, then their current shift schedule needs to be maintained e.g., 4 x 10 to 9/80, the 4 x 10 schedule would need to be maintained and vice-versa.
- If employees are transferred to an alternate schedule for longer than 1-week duration they will need to be transferred to the new schedule in order to align with current overtime conditions.

YARA WORK WEEK ALTERATION

Amend to delete Yara Work Week Alteration.

HOUSEKEEPING ITEMS

Housekeeping Items:

- 1) Amend Address Listings with updated contact information
- 2) Amend Table of Contents and Article numbering