



April 30, 2015

IMPORTANT NOTICE

**IBB LOCAL LODGE 359 AND BCA OF BC
COLLECTIVE AGREEMENT INTERPRETATION
ARTICLE 19.03 - TURNAROUND**

BCA of British Columbia Member Contractor:

Attached please find the interpretation concerning Article 19.03 Turnaround which was reached as a result of a grievance and is dated February 19, 2015.

The attached Turnaround form is to go into effect immediately.

Should you have any questions please do not hesitate to contact the BCA Western Canada Office at (780) 450-8885 or Main Office at 905-684-2244.

**PLEASE ENSURE A COPY OF THIS NOTICE IS PROVIDED TO YOUR
PAYROLL DEPARTMENT**



Interpretation – 19.03 Turnaround

The 2014 – 2020 Collective Agreement by and between The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge 359 and The Boilermaker Contractors' Association of British Columbia includes the following language with respect to Article 19.03:

19.03 Turnaround

On subsistence projects, of over fifty (50) calendar days duration, the Employer shall provide a turnaround every thirty-five (35) calendar days. Fifty (50) calendar days duration must exist after return from each turnaround for a further turnaround after thirty-five (35) calendar days to be allowed.

When a turnaround is requested, the Employee shall receive the following allowance based on the distance from the dispatch point to the job site.

0 kilometers to 249 kilometers:	\$ 67.50
250 kilometers to 500 kilometers:	\$ 202.50
501 kilometers to 750 kilometers:	\$ 337.50
751 kilometers to 1,000 kilometers:	\$ 472.50
Over 1,000 kilometers:	\$ 540.00

The road kilometer travel rate will be that which is established by the Canada Revenue Agency and shall be adjusted on February 28 of each calendar year to match the published Canada Revenue Agency vehicle allowance limit. The mid-point of each turnaround allowance will be multiplied by the road kilometer rate established by the Canada Revenue Agency and shall be adjusted on February 28 of each calendar year.

The extent of the turnaround shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the employer's representative. The timing of the turnaround shall also be decided by mutual agreement. Any delay will be applied to the following turnaround period. Subsistence shall not be paid during turnaround periods.

There shall not be any payment of Employer paid travel expense turnarounds unless actually taken (i.e. use it or lose it). However, the employee is allowed to accrue Employer paid travel expenses turnarounds to a future date.

INTERPRETATION:

1. An employee is entitled to receive a turnaround under Article 19.03 of the collective agreement if all of the following requirements are met:
 - (a) The employee must be dispatched to a subsistence project with a duration of more than 50 days;
 - (b) The employee must be at the project for at least 35 calendar days;
 - (c) The employee must make a personal request to take a turnaround, in writing to an employer representative, on a form standard to all BCA contractors; and

- (d) Unless agreed by the employer's representative and the employee, the employee must have sufficient work remaining at the project to take a 5 day turnaround, return and work at least 1 shift.
2. The employee and the employer's representative must agree to the scheduling of the turnaround. The length of the turnaround shall be from 5-7 days unless otherwise agreed.
 3. If the employee meets all of the criteria set out in paragraph 1 above, and if the employee and employer are unable to agree to the scheduling and/or length of the turnaround under paragraph 2 above, and there was work remaining at the project to allow the employee to have taken the turnaround, returned and worked at least 1 shift, the employee is entitled to receive turnaround pay at the end of the project without taking an actual turnaround.
 4. Except as provided for in paragraph 5 below, if the employee does not personally request a turnaround under paragraph 1(c) above at a time where the project's duration would allow that employee to take the turnaround, return and work at least 1 shift, he/she loses the opportunity to take a turn around and is not eligible to receive turnaround pay at the end of the project.
 5. If an employee is denied a turnaround on the basis that the Employer did not reasonably consider the project to be 50 days in duration (pursuant to paragraph 1(a), and/or the Employer did not reasonably consider that there would be sufficient work remaining for the requesting employee to take a 5 day turnaround, return and work at least 1 shift (pursuant to paragraph 1 (d), and it is subsequently determined that at the time of the request, the employee met all of the criteria in paragraph 1, the employee shall be entitled to take a turnaround upon re-submitting their request. The re-submitted request shall be subject to paragraphs 1-3.
 6. On a without prejudice basis, the employer will pay turnaround pay to any employee who worked 35 days at the Project. This payment will not affect the principles for eligibility for turnaround pay as set out above.
 7. The turnaround procedure will be communicated to employees for projects that will be or have a reasonable potential to be greater than 50 days in duration.

NOTE: This Interpretation is reached as a result of a Grievance

Between

Boilermaker Contractors' Association of British Columbia and CIMS Limited Partnership

And

International Brotherhood of Boilermakers, Local Lodge 359

Dated February 19, 2015



Turnaround Request Form

Employer _____ **Location** _____

Employee Name _____

Employee Number _____

Crew / Day shift/ night shift _____

Turnaround Requested:

First choice: (month/date/year)

Last day to be worked _____

First day back at work _____

Second Choice: (month/date/year)

Last day to be worked _____

First day back at work _____

Third Choice: (month/date/year)

Last day to be worked _____

First day back at work _____

Employee Signature _____ Date _____

Employer's Response:

Approved:

Last day to be worked _____

First day back at work _____

Not Approved:

Reason _____

Employer Representative (Print Name) _____

Signature _____ Date Signed: _____

Date of Reply to Employee: _____