

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 73**

(hereinafter referred to as the "Local Lodge")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION

Including

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NEW BRUNSWICK

*(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, which includes the Master Portion and Appendix for New Brunswick that expire on June 30, 2024

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

BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

Dated this 29th day of May, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

Arnie Stadnick
International Vice-President for Canada
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

Jean Leblanc
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 73

Jerome Dick
Bargaining Committee
Boilermaker Contractors' Association

BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

CHANGES TO ARTICLES

ARTICLE 1.00 – MANAGEMENT RIGHTS

Amend Article 1.01 to read:

1.01

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

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

The Parties agree that the Memorandum of Agreement dated **May 29, 2024** for New Brunswick forms part of this Agreement.

ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION

Amend Article 2.02 to read:

2.02

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

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

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ARTICLE 3.00 – MANAGEMENT RIGHTS

Amend Article 3.05 to read:

3.05

The selection and appointment of General Foreperson, Foreperson, and Assistant Foreperson and Tool Crib Attendant is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson, Foreperson and Assistant Foreperson is the sole responsibility of the Employer. The Tool Crib Attendant will be compensated at the Foreperson rate of pay.

In the event the Union does not dispatch the selected tool crib attendant and there is no other suitable candidate on the out-of-work list, article 4.04 will be relied upon and the Employer will retain the employee from other available sources.

Amend Article 3.07 to read:

3.07 Management Rights:

a) 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 (3) three 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.

b) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers **with a valid Certificate of Qualification and/or Red Seal, Boilermakers grandfathered with no Certificate of Qualification, and certified Boilermaker Welders that are qualified to perform the work. Permit workers may be dispatched under the following conditions: - Other Trades with a Certificate of Qualification - Shop employees with relevant experience but no Certificate of Qualification. Such workers shall have the necessary skills required to work as a Boilermaker, in accordance with Article 4.02.**

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ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

Amend Article 4.04 to read:

4.04

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

- a) within two working days in cities in which the Local Lodge maintains its Head Office, from that area;
- b) within three working days in other areas; after the date for which the workers are requested, the Employer shall have the right to procure and retain until layoff the required number of workers from other available sources, provided that the Employer shall notify the Union office when exercising this right.

Such workers obtained from other available sources shall be required by the Employer to apply to join the Union not later than fifteen (15) days after hiring. The Union shall **at their discretion** admit such applicants to membership providing they are qualified, and except for just and sufficient cause.

Note for Memorandum of Agreement Only for Article 4.04 (a):

Have Contractor contact the Local two (2) days in advance of the job start date and if the Hall isn't able to fill the call they will gladly dispatch individuals proposed by the Contractor.

Amend Article 4.05 to read:

4.05

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

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.

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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 union 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 contributions changes during a calendar year.

Amend Article 4.08 to read:

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 and retirees;
 - 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;
- (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.
- (iii) If a local member accepts to be laid off prior to other employees, they shall agree to sign in writing that they will not challenge the lay off on the basis of sequence set forth above.**

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

Amend Article 7.01 to read:

7.01

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. Microwaves and refrigerators will

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also be provided in lunch rooms. One **(1)** microwave per **six (6)** employees and **one (1)** refrigerator per **twenty (20)** employees.

Amend Article 7.07 to read:

7.07

The Union agrees to provide the Employer with qualified employees (including Apprentices) who hold the following core health and safety training, WHMIS 2015 GHS, Confined Space Entry, Audiometric Testing (effective May 1, 2017), Fall Arrest/Fall Protection and Quantitative Respirator Fit tested. Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Alive.

The Union agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform person watch duties when required and when such person watch is within the Employer's control.

Employees who are required by the Employer 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 7.07 to read:

7.09

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 Human Rights Act and/or the Canadian Charter of Rights and Freedoms.

ARTICLE 8.00 – WELDING TESTS

Amend Article 8.02 to read:

8.02

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test. When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice, **paid to a maximum of 2 hours**, prior to taking the actual test.

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Amend Article 8.07 to read:

8.07

Any welder required to take a pre-job welding test for employment with a company and fails the required weld test will not be eligible for payment of wages, including testing time, **where applicable. They shall be paid any applicable travel and subsistence with proof of Lodging.**

Add new Article 8.08 to read:

8.08

Any welder that successfully completes a pre-job weld test, in advance of the established start date shall be paid the daily subsistence rate, as shown in the attached wage and benefit schedule, for any days unworked prior to the start of the job, up to a maximum of two (2) days subsistence, in accordance with Article 20.00 or one way travel expense as of Article 19.01 to a maximum of value of two days subsistence.

Selection of the above travel expense or subsistence and notification to the Employer, must be made on the first day of work.

ARTICLE 17.00 – RECOGNIZED HOLIDAYS

Amend Article 17.02 to read:

17.02

The following Recognized Holidays are common to all areas covered by this Agreement:

New Year's Day

Good Friday

Canada Day (Dominion Day)

National Day for Truth and Reconciliation

Remembrance Day

Boxing Day

Family Day

Victoria Day

Labour Day

Thanksgiving Day

Christmas Day

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

Amend Article 17.05 to read:

17.05

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

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Christmas Day falls on a Saturday or Sunday, the next two (2) scheduled work days will be observed as Christmas Day and Boxing Day.

Recognized Holidays (Monday through Friday) will be observed on the day that they fall. **All Holidays will be observed as per the agreed to and attached Holiday Observation Chart as prepared by Local 73 and approved by both parties.**

ARTICLE 25.00 – BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)

Amend Article 25.01 to read:

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 Appendix attached hereto, to the Boilermakers' National Health **Plan** for all hours earned, 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).

ARTICLE 26.00 – BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)

Amend Article 26.01 to read:

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 Appendix attached hereto, to the Boilermakers' National Pension **Plan** for all hours earned, 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).

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ARTICLE 30.00 - TANK WORK EMPLOYERS

Amend Article 30.01 to read:

30.01

The Union and Employers agree to comply with the Letter of Understanding dated **May 29, 2024**, relating to the performance of tank work (See Letter No. 3).

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.02 to read:

32.02

This Agreement shall remain in force and effect until **June 30, 2027** and from year to year thereafter unless either party shall, **within the period of the 90th and 30th day before expiration of the agreement (or to any anniversary date thereafter), give notice in writing to the other party of its desire to bargain for the renewal or revision of this Collective Agreement.**

ARTICLE 34.00 – OTHER CONTRIBUTIONS

Amend Article 34.01 to read:

34.01

a) **Union Promotion Fund**: In the Province of New Brunswick, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out in the applicable Provincial Appendix. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

ARTICLE 35.00 – ENABLING CLAUSE

Amend Article 35.01 to read:

35.01

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.

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Where a hardship for a particular maintenance project occurs working under this agreement, it is understood that The International Brotherhood of Boilermakers and The Boilermakers Contractors' Association are the sole bargaining agents on any said projects.

LETTER #3 – TANK WORK EMPLOYERS LETTER (REFERRED TO IN ARTICLE 30.00)

Amend Letter #3 to read:

**LETTER #3
Letter of Understanding
Between
Boilermakers 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 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.

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

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

- (a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.
- (b) Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.
- (c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.
- (d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- (e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

Date: **May 29, 2024**

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

NEW LETTER #6 – AUDIOMETRIC TESTING – IMPLEMENTATION PLAN

Add NEW Letter #6 to read:

**LETTER #6
Audiometric Testing - Implementation Plan
Re: Boilermaker Audiometric Testing Program**

As part of an overall comprehensive noise management program, Local 73 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.

- Lodge 73 will communicate to all members the details and benefits of our audiometric testing program.
- Such communications will include contact details for testing locations and the expressed requirements to complete Audiometric testing as per Article 7.07.
- All apprentices (including pre-apprentices) will undergo audiometric testing on an every second year basis.

Local 73 will continue with their full efforts on delivering Audiometric Testing. Members who are tested will be documented by the Boilermakers Benefit Administration office with the latest National report provided at the Local 73 Liaison Committee meeting.

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Article 17: Holiday Observation Dates (Appendix C)

Calendar Year 2024	Holiday Falls On	Date Observed	Monday to Thursday	Tuesday to Friday
New Years Day	Monday Jan 1st, 2024	Same Day	Same Day	Tuesday Jan 2nd, 2024
Family/ Heritage Day	Monday Feb 19th, 2024	Same Day	Same Day	Tuesday Feb 20th, 2024
Victoria Day	Monday May 20th, 2024	Same Day	Same Day	Tuesday May 21st, 2024
Labour Day	Monday Sept 2nd, 2024	Same Day	Same Day	Tuesday Sept 3rd, 2024
Truth and Reconciliation Day	Monday Sept 30th, 2024	Same Day	Same Day	Tuesday Oct 1st, 2024
Remembrance Day	Monday Nov 11th, 2024	Same Day	Same Day	Tuesday Nov 12th, 2024
Christmas Day	Wednesday Dec 25th, 2024	Same Day	Same Day	Same Day
Boxing Day	Thursday Dec 26th, 2024	Same Day	Same Day	Same Day
Good Friday	Friday March 29th, 2024	Same Day	Thursday March 28th, 2024	Same Day
Canada Day	Monday July 1st, 2024	Same Day	Same Day	Monday July 2nd, 2024
Thanksgiving Day	Monday Oct 14th, 2024	Same Day	Same Day	Tuesday Oct 15th, 2024
Natal Day	Monday Aug 5th, 2024	Same Day	Same Day	Tuesday Aug 6th, 2024
New Brunswick Day	Monday Aug 5th, 2024	Same Day	Same Day	Tuesday Aug 6th, 2024

Calendar Year 2025	Holiday Falls On	Date Observed	Monday to Thursday	Tuesday to Friday
New Years Day	Wednesday Jan 1st, 2025	Same Day	Same Day	Same Day
Family/ Heritage Day	Monday Feb 17th, 2025	Same Day	Same Day	Tuesday Feb 18th, 2025
Victoria Day	Monday May 19th, 2025	Same Day	Same Day	Tuesday May 20th, 2025
Labour Day	Monday Sept 1st, 2025	Same Day	Same Day	Tuesday Sept 2nd, 2025
Truth and Reconciliation Day	Monday Sept 30th, 2025	Same Day	Same Day	Tuesday Oct 1st, 2025
Remembrance Day	Tuesday Sept 11th, 2025	Same Day	Same Day	Same Day
Christmas Day	Thursday Dec 25th, 2025	Same Day	Same Day	Same Day
Boxing Day	Friday Dec 26th, 2025	Same Day	Monday Sept 29th, 2025	Same Day
Good Friday	Friday April 18th, 2025	Same Day	Thursday April 17th, 2025	Same Day
Canada Day	Tuesday July 1st, 2025	Same Day	Same Day	Same Day
Thanksgiving Day	Monday Oct 13th, 2025	Same Day	Same Day	Tuesday Oct 14th, 2025
Natal Day	Monday August 4th, 2025	Same Day	Same Day	Tuesday Aug 5th, 2025
New Brunswick Day	Monday August 4th, 2025	Same Day	Same Day	Tuesday Aug 5th, 2025

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Article 17: Holiday Observation Dates (Appendix C)

Calendar Year 2026	Holiday Falls On	Date Observed	Monday to Thursday	Tuesday to Friday
New Years Day	Thursday Jan 1st, 2026	Same Day	Same Day	Same Day
Family/ Heritage Day	Monday Feb 16th, 2026	Same Day	Same Day	Tuesday Feb 17th, 2026
Victoria Day	Monday May 18th, 2026	Same Day	Same Day	Tuesday May 21st, 2026
Labour Day	Monday Sept 7th, 2026	Same Day	Same Day	Tuesday Sept 8th, 2026
Truth and Reconciliation Day	Wednesday Sept 30th, 2026	Same Day	Same Day	Same Day
Remembrance Day	Wednesday Nov 11th, 2026	Same Day	Same Day	Same Day
Christmas Day	Friday Dec 25th, 2026	Same Day	Thursday Dec 24th, 2026	Same Day
Boxing Day	Saturday Dec 26th, 2026	Monday Dec 28th	Monday Dec 28th	Tuesday Dec 29th, 2026
Good Friday	Friday April 23rd, 2026	Same Day	Thursday April 22nd, 2026	Same Day
Canada Day	Wednesday July 1st, 2026	Same Day	Same Day	Same Day
Thanksgiving Day	Monday Oct 12th, 2026	Same Day	Same Day	Tuesday Oct 13th, 2026
Natal Day	Monday Aug 3rd, 2026	Same Day	Same Day	Tuesday Aug 4th, 2026
New Brunswick Day	Monday Aug 3rd, 2026	Same Day	Same Day	Tuesday Aug 4th, 2026

Calendar Year 2027	Holiday Falls On	Date Observed	Monday to Thursday	Tuesday to Friday
New Years Day	Friday Jan 1st, 2027	Same Day	Same Day	Tuesday Jan 2nd, 2027
Family/ Heritage Day	Monday Feb 15th, 2027	Same Day	Same Day	Tuesday Feb 16th, 2027
Victoria Day	Monday May 24th, 2027	Same Day	Same Day	Tuesday May 25th, 2027
Labour Day	Monday Sept 6th, 2027	Same Day	Same Day	Tuesday Sept 7th, 2027
Truth and Reconciliation Day	Monday Sept 30th, 2027	Same Day	Same Day	Tuesday Oct 1st, 2027
Remembrance Day	Thursday Nov 11th, 2027	Same Day	Same Day	Same Day
Christmas Day	Saturday Dec 25th, 2027	Friday Dec 24th, 2027	Monday Dec 27th, 2027	Tuesday Dec 28th, 2027
Boxing Day	Sunday Dec 26th, 2027	Monday Dec 27th, 2027	Tuesday Dec 28th, 2024	Wednesday Dec 29th, 2027
Good Friday	Friday April 23rd, 2027	Same Day	Thursday Dec 24th, 2027	Same Day
Canada Day	Thursday July 1st, 2027	Same Day	Same Day	Same Day
Thanksgiving Day	Monday Oct 11th, 2027	Same Day	Same Day	Tuesday Oct 12th, 2027
Natal Day	Monday Aug 2nd, 2027	Same Day	Same Day	Tuesday Aug 3rd, 2027
New Brunswick Day	Monday Aug 2nd, 2027	Same Day	Same Day	Tuesday Aug 3rd, 2027

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APPENDIX “B” NEW BRUNSWICK

ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

1.01

The Parties agree that the Memorandum of Agreement dated **May 29, 2024**, forms part of this Agreement.

ARTICLE 14.00 – HOURS OF WORK

Amend Article 14.02 to read:

14.02 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) Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate. Work performed on Friday, Saturday, Sunday or Recognized Holidays shall be paid at double (2) the regular hourly rate **when working a Tuesday to Friday compressed work week. Work performed on Monday, Saturday, Sunday or Recognized Holidays shall be paid at double (2) the regular hourly rate when working a Tuesday to Friday compressed work week.** A minimum of forty (40) hours is required to implement the compressed work week schedule.
- d) **Friday or Monday depending on compressed work week schedule** may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing. All time worked on a make-up day will be at the employee's choice. This only applies to standard forty (40) hour compressed work weeks.

Amend Article 14.06:

Delete existing Article 14.06

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ARTICLE 16.00 - OVERTIME

Amend Article 16.02 to read:

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 **\$35.00** plus one half hour of straight time wages will be paid in lieu of the meal and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate.

Where a supervisor is required to:

- (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 or 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 18.00 – WAITING AND REPORTING TIME

Amend Article 18.03 to read:

18.03

In the event of a lack of work, the following shall apply:

- a) If an employee reports but is not placed to work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.

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- b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to one (1) day of pay at the applicable rate of pay

Amend Article 18.06 to read:

18.06

When an employee is notified **twelve (12)** hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at their option, be entitled to a layoff.

Add NEW Article 18.09 to read:

18.09

In case of death in the employee's immediate family (parents, spouse, children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law, mother-in-law, and father-in-law), three (3) days bereavement leave with pay will be given for time lost from the employer's regular scheduled hours. Such leave shall not be made for time that would not normally have been worked by the employee, and under no circumstances will pay be granted for overtime missed as a result of the absence. The allowance to be made will be computed at the employee's regular straight time rate for a period not to exceed eight (8) hours per day.

ARTICLE 19.00 – TRAVELLING EXPENSES

Amend Article 19.01 (b) to read:

19.01 (b)

In all other cases (i.e. other than (a)(i) above), employees will be entitled to daily travel or subsistence based on the distance in road kilometers from the employee's permanent residence to the project, as follows:

- (i) Up to 24 kilometers in the province of New Brunswick: free zone
- (ii) From 24 kilometers to 40 kilometers in the province of New Brunswick: a daily travel allowance, per day worked or reported, equal to **30%** of the daily subsistence allowance.

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- (iii) Above 40 kilometers to 60 kilometers in the province of New Brunswick: a daily travel allowance, per day worked or reported, equal to **55%** of the daily subsistence allowance.
- (iv) Above 60 kilometers to 80 kilometers in the province of New Brunswick: a daily travel allowance, per day worked or reported, equal to **70%** of the daily subsistence allowance.
- (v) Above 80 kilometers to 100 kilometers in the province of New Brunswick: a daily travel allowance, per day worked or reported, equal to **80%** of the daily subsistence allowance.
- (vi) Employees whose permanent residence is over one hundred (100) kilometers from the job location, and who are maintaining temporary living quarters, and who properly complete the Application for Subsistence Allowance, will qualify for subsistence allowance in accordance with Article 20.00.

If such employees choose instead to commute daily, they will be entitled to a daily travel allowance, per day worked or reported, equal to the daily subsistence allowance.

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.

If location and circumstances require the employee to travel overnight or on the day preceding their first working day, or the day following their last day worked for employees working a night shift, the travel expense **shall** also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day or the day following their last day worked for employees working a night shift, with the proper documentation.

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

Payment of subsistence allowance for the preceding day 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 entitlement to Subsistence Allowance is measured from the employee's permanent residence to the project where it is in excess of **100** road kilometres and

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where substantiated by verifiable proof that used accommodation the preceding day (i.e. receipt or registration verification).

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 19.05 inclusive.

ARTICLE 20.00 – SUBSISTENCE ALLOWANCE

Amend Article 20.06 to read:

20.06

Subject to Article 20.05 on a 4/10 work cycle, the member will be paid **1.25 times the rate of Subsistence per day worked 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 days worked.**

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32.02

This Appendix shall remain in force and effect until June 30, **2027** and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

LETTER OF UNDERSTANDING – EMERGENCY REPAIRS – TRAVEL TIME

Amend Letter of Understanding to read:

Letter of Understanding
Between
Boilermaker Contractors' Association
And
The International Brotherhood of Boilermakers,
Local Lodge 73

Where the Employer places an order for the immediate dispatch to an emergency repair, the employee would be eligible for the applicable travel time to a maximum of **eight (8)** hours each way. Travel time is calculated at eighty (80) road kilometers per hour.

The first shift on any emergency repair on day shift and night shift shall be paid at the overtime rate.

On a scheduled outage where additional manpower is required this does not constitute an emergency.

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Duration:
3 Year Term

Effective the second Sunday following ratification, and approval of the total wage package distribution (but not before current agreement expiry). Approval of the total wage package distribution is to occur at least two weeks prior to the effective date of the second Sunday following ratification, in order to allow contractors time to implement.

Wages:

Effective Date:	Wages:
Effective the second Sunday following ratification, and approval of the total wage package distribution (but not before current agreement expiry).	\$3.55 increase on Total Wage Package
July 6, 2025	\$2.75 increase on Total Wage Package
July 5, 2026	\$2.50 increase on Total Wage Package

General Foreperson / Foreperson / Assistant Foreperson:

Effective the second Sunday following ratification, and approval of the total wage package distribution (but not before current agreement expiry).	Journeyman hourly wage rate plus the following:
General Foreperson	\$9.00
Foreperson	\$6.00
Assistant Foreperson	\$2.00

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Subsistence:

Effective Date:	
Effective the second Sunday following ratification, and approval of the total wage package distribution (but not before current agreement expiry)	\$135.00
July 6, 2025	\$140.00
July 5, 2026	\$150.00

Transportation Rate (Continuation):

Per the Automobile allowance rate published by the Canada Revenue Agency, effective the first Sunday in July.

Housekeeping Items:

- 1) Amend Address Listings with updated contact information

Other Items Agreed to:

1) **Union Dues**

Include the following note on the Wage Schedule with regard to Union Dues:
Gross Hourly Wages Includes: Hourly Wage Rate, Vacation Pay, and Statutory Holiday Pay on regular time, overtime and premium pay.

2) **Online Portal for Employers to Access JRD Core Training Records**
Defer - Refer to Liaison Committee and Local A&T Fund for resolution.

The contractors ability to download Job Ready Dispatch (JRD) certifications of dispatched members is critical to their Health and Safety due diligence to comply with the Province’s Occupational Health and Safety Regulations. Most importantly, this serves to ensure the members are properly trained in these disciplines and are not putting themselves or others in harms way.

The Union will maintain record keeping for JRD certifications which will be made available to contractors online 24/7 with download ability.

The IBB and Lodge 73, as a collective will have a national, lodge or third party online contractor accessible JRD database with the capability to upload and download JRD certifications in place by date.

3) **Merge Master Portion and Appendix “B” New Brunswick into one Agreement.**

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4) Layoff Notice Template as referenced under Article 4.08



Send to payroll for processing:

I, _____ by accepting a lay-off, agree that I will not challenge the language outlining the layoff procedure under Article 4.08.

Employee Signature: _____ Date: _____