

**Memorandum of Agreement  
for the  
2025 – 2028 Collective Agreement**

**By and Between:**

**BRITISH COLUMBIA BOILERMAKER CONTRACTORS' ASSOCIATION ("BC BCA")**  
on its own behalf and on behalf of its member Employers who have authorized the Association  
to execute this Agreement and those members added from time to time by mutual agreement  
between the parties

(the "Employer")

And:

**INDEPENDENT BOILERMAKER CONTRACTORS SIGNATORY HERETO**

And:

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

(the "Union")

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**Term of Agreement**

Three (3) years effective the second Sunday two weeks following ratification to April 30, 2028, inclusive.

**Increases**

- a) Effective the second Sunday two weeks following ratification the Journeyperson monetary package will be increased by an amount equal to five point five percent (5.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.
- b) Effective May 3, 2026 the Journeyperson monetary package will be increased by an amount equal to three and a half percent (3.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.
- c) Effective May 2, 2027 the Journeyperson monetary package will be increased by an amount equal to three and a half percent (3.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

### **Article 3.00 – Management Rights**

**Amend Article 3.07 (b) to read as follows:**

#### **3.07**

- (b) All name requests must be ~~shall be~~ made in writing by ~~including FAX~~ fax and/or e-mail to the Union, prior to these requests being dispatched. Members who do not hold the Job Ready certifications required by this Agreement are not eligible to be name requested until they comply with the Job Ready requirements.

### **Article 4 – Union Security, Dues Deductions, Employer Contributions**

**Amend Article 4.05 to read as follows:**

#### **4.05**

Upon receipt of authorization contained on the official Union Dispatch Form signed by the Employee, the Employer shall each month deduct from all employees coming within the scope of this Agreement. The Union may alter any of the amounts included in this Article by providing a minimum of sixty (60) days notice to the Employer of the scheduled change. The need to provide sixty (60) days notice to alter the wage schedule is not required upon the negotiated renewal of the agreement.

- (a) Monthly union dues in the amount prescribed by the Union.
- (b) Field Dues in the amount of four and one quarter percent (4.25%) (or such amount as may be designated by the Union) of gross hourly wages (including waiting, reporting, show up and standby time).
- (c) Construction Industry Rehabilitation Plan (CIRP) fees in the amount of four cents (\$0.04) for each hour worked.

**Amend Article 4.08 (d) to read as follows:**

#### **4.08**

(d) The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to the health and welfare fund, as determined by the Union.

### **Article 7.00 – Working Conditions, Safety Measures, Health and Sanitation**

**Amend Article 7.03 to read as follows:**

#### **7.03**

The Employer shall supply at no cost to the Employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate leather faced working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves) and non-prescription safety glasses (unless special processes dictate otherwise).

When necessary, the Employer shall supply the Employee with rubber boots, rainproof clothing and gloves.

Welders' capes shall be kept available for temporary issue to welders such engaged on work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the Employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the Employee for all Employees covered by this Agreement. On such work, Employees shall be allowed 15 minutes for wash-up time prior to the conclusion of their shift.

No charge shall be made against the Employees for above items which are returned in reasonable condition, or which are lost or damaged beyond the Employee's control and are reported immediately.

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

**Amend Article 7.04 to read as follows:**

**7.04**

The Employer shall provide adequate sanitary facilities on the job for the welfare of its Employees and protection of public health, and these facilities must be provided with toilet tissue, and kept clean, and heated when necessary. Flush toilets will be provided where possible. In instances where flush toilets are not possible, discussion will ensue between employer and union. ~~and practical, as determined by the Employer.~~ Respirator cleaning stations will be supplied and maintained as directed by WorkSafeBC regulations and manufacturer recommendations.

**Amend Article 7.06 to read as follows:**

**7.06 ~~Handicapped Workmen~~ Accommodated Workers**

The Employers agrees, subject to prior consultation with the Union, to employ any member on work which suits their physical ability and which is acceptable to the member. This could include but not be limited to the tool crib as defined in Article 2.08 of this Agreement. Those who have suffered injury or disability in the trade should be employed when their capabilities are considered suitable, provided that the Employee has the approval of WorkSafeBC.

**Amend Article 7.09 to read as follows:**

**7.09 Jobsite Telephones**

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

- (b) The parties agree that the employer is within their rights to prohibit photos being taken on project site(s) without receiving prior written permission of the employer or project owner.
- (c) No Employee shall be required to install any app on their personal cell phone as a condition of employment.
- (d) The employer will provide appropriate communication devices such as a radio or cell phone to Forepersons and General Forepersons. When the Employer and the Forepersons and/or the General Forepersons mutually agree to the use of the employee's personal cell phone for work purposes the Employer will pay a daily allowance of five dollars (\$5) per day to a maximum of twenty-dollars (\$20) per week and fifty-five dollars (\$55) per month. For the purpose of this section work purposes does not include simple tasks of less than ten (10) minutes per day.

## **Article 8.00 – Working Conditions, Safety Measures, Health and Sanitation**

### **Amend Article 8.01 to read as follows:**

#### **8.01**

All welders are required to carry their welders log book to all projects to which they are dispatched. Once an Employer is in receipt of a welders log book, the Employer shall be responsible for its safe return or replacement cost in the case of loss or theft. If the Employer is unable to return the log book due to loss or theft and the welder cannot accept a dispatch due to not having their log book the Employer will pay a penalty of twenty dollars (\$20.00) for each day the welder is unable to work to a maximum of one hundred and forty dollars (\$140).

Any Employee holding a current Provincial Government Welding Certificate of Qualification and/or a Welders Log Book, who is required to take a Provincial Government test, shall be paid for the time required to take the test, including materials and inspector fees.

## **Article 14.00 – Hours of Work**

### **Amend Article 14.07 to read as follows:**

#### **14.07**

Where the Employer places an order for the immediate dispatch of a crew to an existing facility, it is considered to be an Emergency Repair Call-Out, for which the Employees shall receive an emergency repair call-out allowance of:

For jobs sites in the Vancouver Free Zone & Port Moody:	\$250.00
For all other jobsites:	\$350.00

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

Where an Employee reports to work for an Emergency Repair Call-Out the regular shift start and stop times

will not apply for the first day of work and the Employee will work the first eight (8) hours at straight time (or the appropriate overtime rate if worked on Saturday, Sunday or Statutory Holidays). Any additional hours worked will be compensated as overtime. All days following the first shift will be scheduled in accordance with the standard hours or work provisions.

In cases of emergency work, where the Employer is unable to contact the Union office, the Employer may commence work and notify the Union office as soon as possible.

#### **Article 18.00 – Waiting and Reporting Time**

**Amend Article 18.03 to read as follows:**

##### **18.03**

###### **(a) SHOW-UP TIME**

(1) When an Employee shows up for a scheduled shift of eight hours (8) and the shift is cancelled and the Employee is sent home by the Employer, the Employee shall be paid two (2) hours show-up time.

(2) When an Employee shows up for a scheduled shift greater than eight hours (8) and the shift is cancelled and the Employee is sent home by the Employer, the Employee shall be paid four (4) ~~two (2)~~ hours show-up time.

(3) Should any shift be cancelled due to inclement weather, the Employee shall be paid two (2) hours show-up time.

(b) When an Employee is notified eight (8) hours prior to the commencement of a scheduled shift not to report for work, (i.e. during the prior shift) then they will not be eligible for two (2) hours show-up time.

(c) Where 18.03 (a) or (b) occurs on any two consecutive week days Monday through Friday, then the Employee will, at their option, be entitled to a layoff.

#### **Article 19.00 – Travelling Expenses**

**Amend Article 19:01 (c) (iii) to read as follows:**

##### **19.01**

(c)(iii) Where a member is required to travel in excess of ~~nine hundred (900)~~ eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' Subsistence upon presentation of receipts to the Employer.

**Amend Article 19:01 (d) to read as follows:**

##### **19.01**

(d) On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee:

At time of dispatch, members must inform dispatcher whether utilizing company supplied transportation or their own transportation. The information will be sent along to the Employer via dispatch slip by Boilermakers Lodge 359 to ensure all transportation needs are met.

- (i) Where the Employer supplied accommodation is within the 40 road kilometre free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Employer supplied accommodation.
- (ii) Where the Employer supplied accommodation is beyond the 40 road kilometre free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the Transportation Rate from the edge of the 40 road kilometre free zone around the jobsite, paid both ways.
- (iii) Where an Employee elects to use their personal vehicle to travel to the jobsite from the Employer supplied accommodation the Employer will, in place of daily transportation, pay mileage at the Transportation Rate both ways from the Employer provided accommodation to the project.

Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the Employee is delayed in arriving at the jobsite, their hours of work and pay shall nonetheless be considered to start at the normal time. If the Employee is delayed in departing from the jobsite or arriving to their normal pickup point due to mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the actual time of such delay shall be added to the Employee's earnings calculated at the straight time rate.

**Amend Article 19:01 (e) (iv) to read as follows:**

**19.01**

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

**Article 20.00 – Subsistence**

**Amend Article 20.02 to read as follows:**

**20.02**

Where there is no camp accommodation, the Employer shall provide either.

- a. Living Out Allowance (LOA) on the basis of ~~\$155.00~~  
\$220 per day effective second Sunday 2 weeks following ratification,  
\$240 per day effective May 3rd, 2026  
\$260 per day effective May 2nd, 2027,  
per day, or
- b. Employer supplied room plus ~~\$70.00~~ per day meal allowance.  
\$92.50 per day effective second Sunday 2 weeks following ratification,  
\$97.00 per day effective May 3rd, 2026,

\$100 per day effective May 2nd, 2027,  
Hardship exceptions will be mutually discussed and agreed upon.

~~Future increases in the Subsistence/Living Out Allowance and Meal Allowance amounts will match those in the Boilermaker Lodge 359 Standard Agreement between CLR and the Union during the term (June 5, 2022 to April 30, 2025) of the BC BCA and Lodge 359 Collective Agreement.~~

At time of dispatch, members must inform dispatcher whether utilizing option (a) living out allowance or option (b) employer supplied room plus per day meal allowance. The information will be sent along to the Employer via dispatch slip by Boilermakers Lodge 359 to ensure all lodging requirements are met.

These options to be on a calendar day basis.

At any time, an Employee may elect, by informing the Employer, not to accept the Commercial Lodging supplied by the Employer and, in that case, the Employee shall be paid by the Employer a Living Out Allowance (LOA). An Employee who elects to go on LOA will be allowed to check into Employer supplied lodging, providing a room is available. In either case, this choice can be made only once.

Commercial lodging shall mean a hotel room, or its equivalent, and food of first class quality, which must be at least equivalent to that available in camps, on the agreement that first class accommodation is understood to mean a single room when available. No other costs will be borne by the Employer for Employees choosing the LOA option.

When an employee elects Employer supplied lodging and is required by the Employer to change Rooms/Hotels outside of regular working hours the Employee will be paid two (2) hours at straight time rates.

No other costs will be borne by the Employer for Employees choosing the LOA option.

**Amend Article 20.04 (a) to read as follows:**

**20.04 CHECK-OUT ALLOWANCE:**

- (a) Any Employee who is living in camp accommodations provided by the Employer may elect to receive a sum of ~~twenty dollars (\$20.00)~~ forty dollars (\$40.00) per day or any such amount as may be established on a project by mutual agreement in lieu of meals which will not be consumed on weekends or Recognized Holiday(s). If meal tickets are provided to Employees, the Employee must turn in their meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).

**Article 21.00 – Subsistence**

**Amend Article 21.01 to read as follows:**

**21.01**

Employees shall be paid weekly, during normal working hours, not later than Friday. In no case shall more than five (5) regular working days be held back in any one payroll period.

- a) Should an Employee be short paid ten (10) or more hours on their regular pay, the Employer will

provide an adjustment no later than the next regularly scheduled pay day after the Employer is notified of, and acknowledges, the shortage. Should the Employee be required to wait longer than the next scheduled pay day for the payroll correction the Employee will receive payment of an additional two (2) hours at straight time for each day they are kept waiting to a maximum of ten (10) hours.

The Employer has the right to pay Employees by direct deposit including the provision of paystubs by electronic delivery. Where paystubs are provided electronically the Employer will provide Employees with a way to confidentially access and make a copy of their paystub through the workplace. The Employer shall notify the Union prior to the start of the job whether pay will be by direct deposit. Final payment and Record of Employment (ROE) shall be completed electronically.

**Amend Article 21.02 to read as follows:**

**21.02**

Employees who are laid off or discharged from the service of the Employer, shall receive their Wages and Record of Employment as follows ~~on termination if the payroll is made up on the project, otherwise:~~

- (i) 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 expenses, subsistence, etc.
- (ii) and the Employer shall deposit the Employee's wages and electronically file the Employee's Record of Employment within three (3) days, exclusive of Saturday, Sunday and Recognized Holidays.
- (iii) Should the Employee fail to provide in writing to the Employer a residence mailing address, the Employee's wages, etc. shall be mailed to the Union office as prescribed in this Article.

Should the Employer fail to comply with this provision, the Employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each day they are kept waiting up to a maximum of forty (40) hours.

The parties have agreed that a penalty is appropriate when the Employer is in default of making final payment to the Employee on termination. The purpose of this is to compensate the Employee for delays in payment that are due to reasons within the control of the Employer. However, it is recognized that there may be extenuating circumstances making it impractical for the Employer to comply with this provision and in that case, the Business Manager shall be empowered to waive the Employee's right to grieve.

**Housekeeping**

**Amend Article 2.02 as follows:**

**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~~ Assignment Plan of British Columbia.

For the purpose of clarification, the jurisdictional claims of the Union are contained in the Addendum attached hereto.

**Amend Article 4.04 as follows:**

**4.04**

Should it be necessary to reduce the work force on the job, the Employer shall lay off ~~or terminate~~ their Employees in the following sequence:

- (i) Permits
- (ii) Retired Members
- (iii) Travel Cards
- (iv) Probationary Journeypersons and Shop Local Lodge Members
- (v) Construction Local Lodge Members.

Except that consideration must also be given to retain sufficient Employees on each job classification to suit the nature of the work remaining.

Employees subject to lay off shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication.

Agree to BCA's request to make changes necessary to degender the Agreement.

Agree to make any other changes mutually agreed by the Parties during the drafting of the new Collective Agreement.

**Ratification and Preparation of Revised Agreement**

The Parties will arrange to have this Memorandum ratified by their respective principles no later than thirty (30) calendar days following the signing of the Memorandum.

Subsequent to the ratification of the Memorandum, all appropriate changes will be made to the Agreement to reflect the terms provided for within this Memorandum.

**Signatures of Parties**

Dated this 24th day of April 2025

Dated this 24th day of April 2025

Signed on behalf of:

Signed on behalf of:

British Columbia  
Boilermakers Contractors' Association

Boilermakers Lodge 359

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