

# 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 NOVA SCOTIA AND  
PRINCE EDWARD ISLAND**

*(On behalf of each of its member companies hereinafter referred to as the  
"Employer")*

AND THE

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

Attached hereto are amendments, which describe the changes and/or additions to the old Agreement, which includes the Master Portion and Appendix for Nova Scotia and Prince Edward Island that expire on June 30, 2026.

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

**BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT**

Dated this 9th day of June, 2026.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

SIGNATURE ON FILE

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

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Sara Scott  
Executive Director  
Boilermaker Contractors' Association

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

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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 Provinces of Nova Scotia and Prince Edward Island 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 **June 9, 2026** for Nova Scotia and Prince Edward Island 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.

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### **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.**

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### 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 within two **(2) calendar days prior to the requested start date, the Employer, after discussion with the local Business Manger**, 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.

**Amend Article 4.05 to read:**

#### **4.05**

In Lodge areas having multiple work areas by virtue of Out-of-Work Lists (**Truro, Nova Scotia and Saint John, New Brunswick**), 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.

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.

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

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.

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

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### Amend Article 7.02 to read:

#### 7.02

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided **that is heated and weather tight**. The Contractor will advise the Union when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed \$500.00.

### 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, 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 7.09 to read:

#### 7.09

The Parties agree to adopt the **current version of the** Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule.

Adoption of **the current version** 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.

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

**Add NEW Article 7.10 to read:**

**The employer is required to provide, at no cost, menstrual products that are reasonably accessible and kept clean, hygienic and in a location that allows privacy. Products can be placed in one or more locations, including female designated or all-gender toilet facilities, as long as access is discrete and convenient.**

### **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.

**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 (2) days subsistence.**

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

**BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT**

**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

**Heritage Day (Nova Scotia) / Islander Day (Prince Edward Island)**

Good Friday

Victoria Day

Canada Day (Dominion Day)

**Natal Day (where applicable in the locality; otherwise, the first Monday in August)**

Labour Day

**National Day for Truth and Reconciliation**

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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

**Amend Article 17.03:**

**Delete existing Article 17.03.**

**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 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.**

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### **ARTICLE 22.04 – PAY DAY**

#### **Amend Article 22.04 to read:**

The Employer may opt to utilize a payroll system which provides for direct deposit as well as electronic pay records and electronic records of employment. 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 24.02 – PROVINCIAL AND FEDERAL LAWS**

#### **Amend Article 24.02 to read:**

When the employee is away from the jobsite and not under the specific direction and control of the Employer, nothing in this Agreement shall be construed to either increase or decrease the Employer's legal responsibility for the employee, nor the employee's entitlement to Worker's Compensation **in accordance with the applicable provincial jurisdiction** or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings, and regulations.

### **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 **and** attached hereto, to the Boilermakers' National Health **Plan** (Canada) 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 PENSION 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** (Canada) 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).

**The employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are 71 years of age**

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

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 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).

### **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 **June 9, 2026**, 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:

This Agreement shall remain in force and effect until **June 30, 2030** 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 **notice to bargain**.

### **ARTICLE 34.00 – BUILDING TRADES AND OTHER CONTRIBUTIONS**

Amend Article 34.01 to read:

#### **34.01**

a) **Building Trades Fund**: In the Province of Nova Scotia for work on Cape Breton Island, 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.

**Union Promotion Fund**: In the Provinces of Nova Scotia (Mainland) & Prince Edward Island, Nova Scotia (Cape Breton), the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

covered by this Agreement, in an amount and on the effective dates shown in the **applicable** Wage and Benefit Schedule. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

### **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.**

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

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: **June 9, 2026**

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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Sara Scott  
Executive Director  
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.**

**BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT**

**Article 17: Holiday Observation Dates (Appendix C)**

<b>Calendar Year 2026</b>	<b>Holiday Falls On</b>	<b>Date Observed</b>	<b>Monday to Thursday</b>	<b>Tuesday to Friday</b>
Canada Day	Wednesday July 1st, 2026	Same Day	Same Day	Same Day
Natal Day	Monday August 3rd, 2026	Same Day	Same Day	Tuesday August 4th, 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
Thanksgiving Day	Monday Oct 12th, 2026	Same Day	Same Day	Tuesday Oct 13th, 2026
Remembrance Day	Wednesday Nov 11th, 2026	Same Day	Same Day	Same Day
Christmas Day	Friday Dec 25th, 2026	Same Day	Thursday Dec 24th, 2026	Friday Dec 25th, 2026
Boxing Day	Saturday Dec 26th, 2026	Monday Dec 28 <sup>th</sup> , 2026	Monday Dec 28 <sup>th</sup> , 2026	Tuesday Dec 29 <sup>th</sup> , 2026

<b>Calendar Year 2027</b>	<b>Holiday Falls On</b>	<b>Date Observed</b>	<b>Monday to Thursday</b>	<b>Tuesday to Friday</b>
New Years Day	Friday Jan 1st, 2027	Same Day	Thursday Dec 31, 2026	Same Day
Heritage Day	Monday Feb 15th, 2027	Same Day	Same Day	Tuesday Feb 16th, 2027
Good Friday	Friday March 26th, 2027	Same Day	Thursday March 25 <sup>th</sup> , 2027	Same Day
Victoria Day	Monday May 24th, 2027	Same Day	Same Day	Tuesday May 25th, 2027
Canada Day	Thursday July 1st, 2027	Same Day	Same Day	Same Day
Natal Day	Monday August 2nd, 2027	Same Day	Same Day	Tuesday, August 3rd, 2027
Labour Day	Monday Sept 6th, 2027	Same Day	Same Day	Tuesday, Sept 7th, 2027
Truth and Reconciliation Day	Thursday Sept 30th, 2027	Same Day	Same Day	Same Day
Thanksgiving Day	Monday October 11th, 2027	Same Day	Same Day	Tuesday October 12th, 2027
Remembrance Day	Thursday Nov 11th, 2027	Same Day	Same Day	Same Day
Christmas Day	Saturday Dec 25th, 2027	Friday Dec 24th, 2027	Thursday Dec 23rd, 2027	Friday Dec 24th, 2027
Boxing Day	Sunday Dec 26th, 2027	Monday Dec 27th, 2027	Monday Dec 27th, 2027	Tuesday Dec 28th, 2027

**BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT**

**Article 17: Holiday Observation Dates (Appendix C)**

<b>Calendar Year 2028</b>	<b>Holiday Falls On</b>	<b>Date Observed</b>	<b>Monday to Thursday</b>	<b>Tuesday to Friday</b>
New Years Day	Saturday Jan 1st, 2028	Friday Dec 31st, 2027	Thursday Dec 30th, 2027	Friday Dec 31st, 2027
Heritage Day	Monday Feb 21st, 2028	Same Day	Same Day	Tuesday Feb 22nd, 2028
Good Friday	Friday April 14th, 2028	Same Day	Thursday April 13th, 2028	Same Day
Victoria Day	Monday May 22nd, 2028	Same Day	Same Day	Tuesday May 23rd, 2028
Canada Day	Saturday July 1st, 2028	Friday June 30th, 2028	Thursday June 29th, 2028	Friday June 30th, 2028
Natal Day	Monday August 7th, 2028	Same Day	Same Day	Tuesday August 8th, 2028
Labour Day	Monday Sept 4th, 2028	Same Day	Same Day	Tuesday Sept 5th, 2028
Truth and Reconciliation	Saturday Sept 30th, 2028	Friday Sept 29th, 2028	Thursday Sept 28th, 2028	Friday Sept 29th, 2028
Thanksgiving Day	Monday Oct 9th, 2028	Same Day	Same Day	Tuesday Oct 10th, 2028
Remembrance Day	Saturday Nov 11th, 2028	Friday Nov 10th, 2028	Thursday Nov 9th, 2028	Friday Nov 10th, 2028
Christmas Day	Monday Dec 25th, 2028	Same Day	Same Day	Tuesday Dec 26th, 2028
Boxing Day	Tuesday Dec 26th, 2028	Same Day	Same Day	Same Day

<b>Calendar Year 2029</b>	<b>Holiday Falls On</b>	<b>Date Observed</b>	<b>Monday to Thursday</b>	<b>Tuesday to Friday</b>
New Years Day	Monday Jan 1st, 2029	Same Day	Same Day	Tuesday Jan 2nd, 2029
Heritage Day	Monday Feb 19th, 2029	Same Day	Same Day	Tuesday Feb 20th, 2029
Good Friday	Friday March 30th, 2029	Same Day	Thursday March 29th, 2029	Same Day
Victoria Day	Monday May 21st, 2029	Same Day	Same Day	Tuesday May 22nd, 2029
Canada Day	Sunday July 1st, 2029	Monday July 2nd, 2029	Monday July 2nd, 2029	Tuesday July 3rd, 2029
Natal Day	Monday August 6th, 2029	Same Day	Same Day	Tuesday August 7th, 2029
Labour Day	Monday Sept 3rd, 2029	Same Day	Same Day	Tuesday Sept 4th, 2029
Truth and Reconciliation Day	Sunday Sept 30th, 2029	Monday Oct 1st, 2029	Monday Oct 1st, 2029	Tuesday Oct 2nd, 2029
Thanksgiving Day	Monday Oct 8th, 2029	Same Day	Same Day	Tuesday Oct 9th, 2029
Remembrance Day	Sunday Nov 11th, 2029	Monday Nov 12th, 2029	Monday Nov 12th, 2029	Tuesday Nov 13th, 2029
Christmas Day	Tuesday Dec 25th, 2029	Same Day	Same Day	Same Day
Boxing Day	Wednesday Dec 26, 2029	Same Day	Same Day	Same Day

**BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT**

**Article 17: Holiday Observation Dates (Appendix C)**

<b>Calendar Year 2030</b>	<b>Holiday Falls On</b>	<b>Date Observed</b>	<b>Monday to Thursday</b>	<b>Tuesday to Friday</b>
New Years Day	Tuesday Jan 1st, 2030	Same Day	Same Day	Same Day
Heritage Day	Monday Feb 18th, 2030	Same Day	Same Day	Tuesday Feb 19th, 2030
Good Friday	Friday April 19th, 2030	Same Day	Thursday April 18th, 2030	Same Day
Victoria Day	Monday May 20th, 2030	Same Day	Same Day	Tuesday May 21st, 2030

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### APPENDIX “B” NOVA SCOTIA AND PRINCE EDWARD ISLAND

#### ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

##### **1.01**

The Parties agree that the Memorandum of Agreement dated **June 9, 2026**, 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 18.01 to read:**

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, they shall be entitled to four (4) hours of pay, plus subsistence if applicable, for each of the first two regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (8) hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.02 shall govern.

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In the event the Owner/Client postpones the original scheduled start date of a project to a later date, and the union office is notified 24 hours (during regular union hall business hours) prior to the start of the original scheduled shift, that the employee is not to report to work, then the employee will not be entitled to any reporting time. Should the start date be moved by more than 48 hours, employees will be given the option of a layoff or to report to the job at the revised date. In any event, Employees that have completed required orientations and/or onboarding prior to the original scheduled start date, shall be compensated accordingly.

**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 to read:**

- a) For jobs within sixty-five (65) road kilometres of the City hall of the city of Halifax in the province of Nova Scotia:
  - (i) Employees whose permanent residence is also within sixty-five (65) road kilometres of the City Hall will receive a daily travel allowance when the location of the job is outside a thirty-two (32) road kilometre free zone from the City Hall in the province of Nova Scotia. The allowance shall be based on the one-way distance from the edge of the free zone to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate.

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- (ii) All other employees (i.e. having permanent residence beyond sixty-five (65) road kilometres from the City Hall) on such projects shall be governed by (b) following.
- 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 **of the shortest normally travelled route** in road kilometres, **as measured by Google Maps or equivalent**, from the employee's permanent residence to the project, as follows:
- (i) Up to 32 kilometres in the province of Nova Scotia & Prince Edward Island: free zone
  - (ii) From 32 kilometres to 48 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 24% of the daily subsistence allowance.
  - (iii) From 48 kilometres to 68 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 48% of the daily subsistence allowance.
  - (iv) From 68 kilometres to 88 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 64% of the daily subsistence allowance.
  - (v) From 88 kilometres to 100 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 68% of the daily subsistence allowance.
  - (vi) Employees whose permanent residence is over one hundred (100) kilometres 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.
- a) Employees on subsistence allowance shall also be entitled to a daily travel allowance, per day worked or reported, when the location of the job exceeds thirty-two (32) road kilometres in the province of Nova Scotia & Prince Edward Island of the nearest city or town in which reasonable accommodation is available; or in special cases, from such closer location of accommodation as the Business Manager/Secretary-Treasurer and the Employer may mutually agree to.
- In such cases, the allowance shall be based on the one-way distance, in road kilometres from the edge of the thirty-two (32) kilometre free zone in the provinces of Nova Scotia & Prince Edward Island, to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate. This allowance shall not exceed one-half of the daily subsistence allowance rate.

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### **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 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, to a maximum of seven (7) days subsistence per week**, 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.

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**ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

**Amend Article 32.02:**

**Delete existing Article 32.02.**

**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.

**Duration:**  
**4 Year Term**

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**Wages:**

<b>Effective Date: Effective the first Sunday following the expiration of the agreement.</b>	<b>Wage Increases</b>
<b>July 5, 2026 (Year 1)</b>	<b>6.99% increase</b>
<b>July 4, 2027 (Year 2)</b>	<b>3.15% increase</b>
<b>July 2, 2028 (Year 3)</b>	<b>3.06% increase</b>
<b>July 1, 2029 (Year 4)</b>	<b>4.70% increase</b> <i>*Parties agree that if the annual cost of living increase on a twelve-month average is greater than the negotiated July 1, 2029 percentage wage increase, the wage increase will be adjusted to match the average percentage cost of living increase. The method and time of calculating cost of living increase is to be determined and agreed upon by the Parties.</i>

**General Foreperson / Foreperson / Assistant Foreperson:**

<b>Effective the first Sunday following the expiration of the agreement.</b>	<b>Journeyperson hourly wage rate plus the following:</b>
<b>General Foreperson</b>	<b>\$9.00</b>
<b>Foreperson</b>	<b>\$6.00</b>
<b>Assistant Foreperson</b>	<b>\$2.00</b>

**Subsistence:**

<b>Effective Date:</b>	
<b>July 5, 2026</b>	<b>\$165.00</b>
<b>July 4, 2027</b>	<b>\$170.00</b>
<b>July 2, 2028</b>	<b>\$175.00</b>
<b>July 1, 2029</b>	<b>\$180.00</b>

**Transportation Rate:**

The road kilometre travel rate will be that which is established by the Canada Revenue Agency and shall be adjusted on the same date Canada Revenue Agency amendments are effective.

## BCA / IBB LOCAL LODGE 73 – MEMORANDUM OF AGREEMENT

### NEW Rope Access Wage Incentives:

Employees trained to level 1 Standards and are qualified to perform work using Rope Access will receive the following rate incentives while performing Rope Access work:

Level I: Eight dollars \$8.00

Level II: Ten dollars \$10.00

Level III: Twelve dollars \$12.00

### Housekeeping Items:

- 1) Amend Address Listings with updated contact information
- 2) Delete any language specifying the effective date for provisions that have already been agreed upon in the agreement for the following articles:

Article 7.03 b)	<del>Effective July 1, 2019:</del> Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.
Article 7.04	<del>Effective July 1, 2019,</del> Employees shall report for work equipped with prescription lens inserts for full face respirators where applicable.
Article 7.07	<del>Effective July 1, 2019,</del> Employees shall report for work equipped with prescription lens inserts for full face respirators where applicable.
Article 16.02	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 ( <del>effective September 5, 2024</del> ) 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.
Article 22.02	b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website – please note that <del>effective January 1, 2018</del> all Records of Employment must be filed electronically through the ROE website), within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays of the date of layoff or termination.

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**Other Items Agreed to:**

- 1) **Merge Master portion and Appendix “B” Nova Scotia and Prince Edward Island into one Agreement.**
- 2) **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.**
- 3) **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: \_\_\_\_\_