



October 1, 2015

CLARIFICATION LETTERS
ALBERTA – BOILERMAKERS LOCAL LODGE 146

Dear Alberta Contractor:

As previously communicated via notice dated May 25, 2015, the Memorandum of Agreement between the Boilermaker Contractors' Association (BCA) was accepted by the International Brotherhood of Boilermakers (IBB), Local Lodge 146 in Alberta.

Contractor Communique – Based on 2015 BCA and IBB Local 146 Bargaining (MoA Items)

Based on the discussions during the 2015 round of Alberta Bargaining between the BCA and IBB Local 146, the two parties agreed to communicate their interpretation of the following topics to clarify the intent of these articles within the Collective Agreement.

Utilization of Name Hire for Foreman and General Foreman

With regard to Article 3.05 of the Alberta Collective Agreement shown below,

“3.05 – The selection and appointment of General Foremen, Foremen, and Assistant Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen, Foremen and Assistant Foremen is the sole responsibility of the Employer.”

CLARIFICATION: With regard to the utilization of General Foremen and Foremen, those individuals that are name hired by a Contractor as a General Foremen (GF), Foremen (FM) or Assistant Foremen (AF), should be laid off as such. These name hired individuals/supervision should not be bumping Journeymen when the crews are reduced.

Foremen Working on the Tools – reference Article 3.08(e)

With regard to Article 3.08 (e) of the Alberta Collective Agreement shown below,

“3.08 (e) - On **crews of six (6) members or less (including the Foreman) the Foreman shall be allowed to work with the tools.** The Union recognizes there may be situations where a General Foreman or Assistant Foreman is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.”

CLARIFICATION: For **crews of six (6) members or less (including the Foreman)**, the Foreman shall be allowed to work with the tools.

For **crews of greater than six (including the Foreman)** the Foreman should **not** be working on the tools (with the exception of providing brief instruction of a work or safety procedure) in order to allow the General Foremen and Foremen sufficient time and resources to perform their associated duties.

Individuals who are name hired as a General Foreman or Foreman **cannot be demoted** to a Journeyman status and therefore able to work on the tools. General Foremen or Foremen name hired as such must be laid off as General Foremen or Foremen.

Payment for Successful Weld Tests – reference Article 8.01

With regard to Article 8.01 of the Alberta Collective Agreement shown below,

“8.01 – Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, if required by the Employer, shall be paid for time required to take the test including transfer fees, materials and inspector fees.

Employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.”

CLARIFICATION: Based on discussions between the two parties it was agreed that those members who complete multiple weld procedure tests and pass some of these tests but fail others should be paid for the successful test(s) if not hired.

If hired, welders should be paid for the successful tests and utilized on those procedures.

After-hours Compensation Due to a Post Incident or Reasonable Cause Investigation (Requiring an Alcohol or Drug Test) – reference Article 18.07

With regard to Article 18.07 of the Alberta Collective Agreement shown below,

“18.07 – If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue work, he shall be paid those amounts as compensation as prescribed in the Workers’ Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers’ Compensation, he shall be paid for the remaining unworked normal daily hours for that day [i.e. eight (8) hours, or in case of compressed work day ten (10) hours] at the applicable rate.”

CLARIFICATION: If an employee completes a post incident or reasonable cause alcohol and drug test/investigation the employee will be compensated for their time if it exceeds normal quitting time. This applies to both a negative and a positive test result.

The Alberta Collective Agreement is available on the BCA website.

Should you have any questions please contact the BCA Western Canada Office at 780-450-8885 or the BCA Main Office at 905-684-2244.

PLEASE ENSURE A COPY OF THIS NOTICE IS PROVIDED TO THE APPROPRIATE DEPARTMENTS