



LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association

including

The Boilermaker Contractors' Association of Manitoba
(hereinafter referred to as the "BCA")

and

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**

on its own behalf and on behalf of
Local Lodge 555
(hereinafter referred to as the "Union")

Re: BCA / IBB Local 555 Collective Agreement

In accordance with Article 35.00 (Enabling Clause) of the BCA and IBB Local 555 construction Collective Agreement for the Province of Manitoba, the parties hereto agree to enable the conditions agreed to in the BCA / IBB Local 555 Memorandum of Agreement for the Province of Manitoba dated June 18, 2018. This enabling is effective July 15, 2018.

Dated: June 18, 2018

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION**

SIGNATURE ON FILE

Joseph Maloney
International Vice President of Canada

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations

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 555 MANITOBA**

(hereinafter referred to as the "Local Lodge")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF THE BOILERMAKER
CONTRACTORS' ASSOCIATIONS OF MANITOBA**

*(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 Manitoba.

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

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Dated at Toronto this 18th day of June 2018.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE _____

Joseph Maloney
International Vice President
International Brotherhood of Boilermakers

SIGNATURE ON FILE _____

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

1. COVER PAGE - *Revise dates to read:*

Effective **July 15, 2018 to April 30, 2022** in the Province of Manitoba for Local Lodge 555.

2. CHANGES TO ARTICLES

ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

1.01

The purpose of this Agreement is to govern wages and working conditions within the Province of **Manitoba** 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 18, 2018** for **Manitoba** forms part of this Agreement.

The Parties agree to keep the Master Portion consistent for all provinces, unless dictated by Provincial Legislation or industry specific requirements.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Office.

ARTICLE 3.00 – MANAGEMENT RIGHTS

Amend order of Article 3.02 and 3.03 to read:

3.02

(a) The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

(b) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

3.03

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4.04), suspend, **layoff**, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

Amend Article 3.06 to read:

3.06

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing, **the** availability of qualified General Foreperson with the Business Manager/**Secretary-Treasurer** or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

Amend Article 3.08 to read:

3.08 Management Rights

a) In addition to Article 3.05, the Employer shall have the right to name hire **fifty percent (50%)** of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of **fifty percent (50%)** name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.

b) In cases where local residents are afforded priority of employment, through Employer requested name hire, such employment shall be considered a name hire.

c) The Employer and Union agree that there will be a uniform application of the name

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

hire and transfer provisions in all Local Lodges. Transferred employees who were initially name hired shall retain such status upon transfer.

d) All name hire requests shall be made in writing (including FAX and/or electronically), to the Union.

e) 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.

Delete f) – Special additional provisions are applicable in the Province of Newfoundland and Labrador. Renumber existing clauses.

f) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

Add NEW clause g) to read:

g) In the case of an emergency shutdown the Employer will have the right to one hundred percent (100%) name hire. In accordance with article 4.01 Emergency Work is to mean “any customer defined work that requires immediate dispatch” (The Liaison Committee will establish maximum numbers under this clause).

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

Add NEW Article 4.03 to read:

4.03

The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Similarly, Employers will be responsible to forward to the Union Hall, copies of safety certificates for all safety training that is done on jobsites by the Employer.

Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Note: Job Ready Dispatch Safety Training Records will be maintained at each Local Lodge.

Add NEW Article 4.09 to read:

4.09

The Employer and the Union agree that there will be no discrimination against any employee on the basis of the grounds protected by the Manitoba Human Rights Code. Any such alleged discrimination will be processed under the grievance procedure in this Agreement.

Existing Articles 4.03 to 4.08

Renumber existing Articles to 4.04 to 4.10

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

Amend Article 7.03 to read:

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 working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes), when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

Welders' capes shall be kept available for temporary issue to welders engaged on such 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 employees' 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 **fifteen (15)** minutes for wash-up time prior to the conclusion of their shift.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' 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.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

(a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.

(b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.

Amend Article 7.06 to read:

7.06

The Union agrees to provide the Employer with qualified employees (including Apprentices) who hold the following core health and safety training, WHMIS, 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 personwatch duties when required and when such personwatch is within the Employer's control. **The Union further recognizes that Owners have the right to award the personwatch duties to specialized companies.**

Employees who are required by the Employer to do online Employer Orientation or Safety Training shall be paid for the Employer allotted time required to do the orientation/training upon hire.

Delete existing Article 7.07. Amend Article 7.07 to read:

The Parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than sixty (60) calendar days.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Amend Article 7.08 to read:

7.08

The Parties agree to adopt the **October 8, 2014, Version 5.0** Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule.

ARTICLE 8.00 – WELDING TESTS

Amend Article 8.01 to read:

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 **weld** time required **(to a maximum of four (4) hours per test)** 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.

Add NEW 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, the welder will be granted the opportunity to take a second test or receive four (4) hours pay. If the welder fails a second test then they will not be eligible for payment of wages, including testing time and other allowances as set out in Article 8.00.

ARTICLE 12.00 – EMPLOYER, UNION GRIEVANCES

Amend Article 12.01 to read:

12.01

It is understood that the Employer or the Boilermaker Contractors' Association may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer **or the Boilermaker Contractors' Association**, concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

Such a complaint shall be discussed with the Business Manager/Secretary-Treasurer or their Representative, the International Vice-President or their Representative or the Employer, the Boilermaker Contractors' Association or their Representative, within

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager/Secretary-Treasurer, the International Vice-President, the Employer or the Boilermaker Contractors' Association within ten (10) working days from the incident giving rise to the complaint.

ARTICLE 13.00 – ARBITRATION

Amend Article 13.02 to read:

13.02

When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement, with a copy to the Boilermaker Contractors' Association. **Within ten (10) working days of the receipt of notice to proceed to Arbitration the parties to the grievance will agree on a mutually acceptable Arbitrator. If the parties are unable to agree on an Arbitrator the matter can be referred to the Minister for the appointment of an Arbitrator.**

Delete Article 13.03 – The International Vice Presidents together with the Boilermaker Contractors' Association will establish a list of acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list.

ARTICLE 16.00 - OVERTIME

Amend Article 16.00 to read:

16.00

Overtime shall be defined in the Appendix.

Delete – 'Effective January 1, 2014'

Move the following paragraph to the Manitoba Appendix as Article 16.01 (c)

Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

ARTICLE 17.00 – RECOGNIZED HOLIDAYS

Delete: all reference to other Provinces and amend Article 17.03 to read:

17.03

In addition to 17.02, the following Recognized Holidays as observed in **Manitoba**:
Louis Riel Day, **Terry Fox Day**

Amend Article 17.04 to read:

17.04

Time and one-half (1 ½) the regular rate of pay shall be paid for hours worked on the Holiday recognized in 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 Christmas Day falls on a Saturday or Sunday, the next two **(2)** scheduled work days will be observed as Christmas Day and Boxing Day.

Delete – Where a Recognized Holiday falls on a weekday that is regularly a scheduled day off, the following schedule weekday workday will be observed in lieu thereof, unless otherwise mutually agreed.

Add: Statutory Holidays will be observed on the day that they fall and will not be moved into the regular work week for observance. All Statutory Holidays if worked will be compensated at time and one-half (1 ½).

ARTICLE 20.00 – SUBSISTENCE ALLOWANCE

Amend Article 20.00 to read:

20.00

If an employee chooses to leave before the completion of the shift without the consent of the **E**mployer they will not be entitled to subsistence allowance for the day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the **E**mployer they will be paid a full day of subsistence if at least half the shift is worked and half a day of subsistence if less than half a shift is worked.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day is due to a **bona fide** illness or absence due to compassionate grounds satisfactory to the Company and the Union.

Subsistence Allowance shall be defined in the Appendix.

Delete – Points of entry for Local Lodge 73 have been established and agreed to as follows: Edmundston, Sydney, Campbellton, and St. Stephen. The Boilermaker Contractors' Association has established guidelines for what constitutes a certifiable receipt. See Attachment "Acceptable Receipt for Subsistence Reimbursement" at the end of the Collective Agreement.

Alternatively, the Employer and the Business Manager/Secretary-Treasurer may establish a mutually agreed fixed allowance **per day worked**.

ARTICLE 22.00 – PAY DAY

Amend Article 22.02 to read:

22.02

Employees who are laid off or discharged from the service of the Employer shall receive their wages and all monies owing and their Employment Insurance Contribution Certificate on termination if the payroll is made up on the project, otherwise:

a) 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 time and transportation allowances, subsistence, etc.

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 effective January 1, 2017 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.

Should the Employer fail to comply with this provision (**excluding the reference to the Record of Employment**), the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Amend Article 22.03 to read:

22.03

When an employee quits of their own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to their last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates.

Example: Should an employee's pay be short ten (10) or more hours, or equivalent value (inclusive of subsistence) on their weekly pay, the Company will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after notification of the shortage is received in writing by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay \$100.00 per day the employee is kept waiting from the date the notification of shortage was received in writing by the company to a maximum of \$500.00.

ARTICLE 27.00 – APPRENTICES AND APPRENTICESHIP FUND

Amend Article 27.01 to read:

27.01

In the Province of **Manitoba**: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeyperson(s) including the welders list if the Apprentice is so qualified. An Employer having more than one job in any given Lodge area may satisfy this requirement on an overall basis within the Lodge area.

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/Secretary-Treasurer of the Local Lodge and reach a mutually acceptable solution. When the intent of the foregoing has been met, the Union shall not refer additional Apprentices in lieu of Journeyperson(s) without the Employer's agreement.

Apprentices shall only be referred, employed and paid at their proper classification and corresponding wage rate.

Apprentices shall not progress to Journeyperson wage rate until they have

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

successfully completed their Certificate of Qualification (CofQ) or Boilermaker Red Seal where applicable.

Delete – In the province of Newfoundland and Labrador, the apprenticeship ratios may be modified with mutual consent of the Employer and the Union to a maximum of one to one.

Apprentice intakes will consist of up to twenty-five percent (25%) Helmets to Hardhats (H2H) candidates if available.

Amend Article 27.02 to read:

27.02

All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act of the Province **of Manitoba** and the Parties hereto agree to observe all provisions of the said Act.

Amend Article 27.04 to read:

27.04

The Apprenticeship Fund of Local Lodge 555 will be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund **as per the established jointly trusted Trust Documents.**

Amend Article 27.05 to read:

27.05

The Parties acknowledge the formation of a National Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees.

The Parties agree to abide by the Articles of the Agreement and Declaration of the Trust for the Boilermakers' Apprenticeship Trust Fund for the Provinces of Manitoba and Saskatchewan dated April 28, 2017.

Amend Article 27.06 to read:

27.06

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the **Manitoba** Appendix attached hereto, to the Apprenticeship Fund for all hours worked, including waiting and reporting time, by

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate **(i.e.: 1½ or 2)**.

ARTICLE 28.00 – EDUCATIONAL TRAINING FUND

Amend Article 28.01 to read:

28.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the **Manitoba** Appendix attached hereto, to the Educational Training Fund for all hours worked, 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.: 1½ or 2)**.

Amend Article 28.03 to read:

28.03

The Educational Training Fund and programs are to be administered and controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, for **the Local Lodge as per the established jointly trusteed Trust Documents**.

Amend Article 28.04 to read:

28.04

The Parties acknowledge the formation of a Jointly Trusteed National Apprenticeship and Educational Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Educational Training Fund trustees.

The Parties agree to abide by the Articles of Agreement and Declaration of Trust for the Boilermakers' National Education and Training Trust Fund for the Provinces of Manitoba and Saskatchewan dated April 28, 2017.

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the Manitoba Appendix attached hereto, to the Boilermakers' National Education and Training Trust Fund for all hours worked, 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.: 1½ or 2).**

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

ARTICLE 30.00 – TANK WORK EMPLOYERS

Amend Article 30.01 to read:

30.01

The Union and Employers agree to comply with the letter dated **April 21, 2016** relating to the performance of tank work (**See Letter No. 3**).

ARTICLE 31.01 – ADMINISTRATION OF AGREEMENT

Amend Article 31.01 to read:

31.01

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to **establish a Liaison Committee for Local Lodge 555** to meet at least twice a year **or as required** for the purpose of discussing mutual problems and matters of interest.

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.01 to read:

32.01

This Agreement shall become effective on date of signing. Expiration of the **Manitoba Appendix** will be as per Provincial Statutes. Increases in wages and all other monetary items listed in the attached **Appendix** shall be effective as provided **hereto**.

Amend Article 32.02 to read:

32.02

This Master Portion of the Agreement shall remain in force and effect until April 30, **2022** 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 to this Agreement.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Amend Tank Letter to read:

Letter 3

**Letter of Understanding
Between
Boilermaker Contractors' Association
And
The International Brotherhood of Boilermakers**

Letter Referred To In Article 30.00 – Tank Work Employers

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.

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.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

- (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.

Dated: April 21, 2016

**Signed on behalf of the:
Boilermaker Contractors'
Association**

**Signed on behalf of the:
International Brotherhood of
Boilermakers**

SIGNATURE ON FILE

SIGNATURE ON FILE

**Marty Albright
Chairman
BCA Multi Provincial Board of
Directors**

**Joseph Maloney
International Vice President
International Brotherhood of
Boilermakers**

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

APPENDIX - MANITOBA

ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

1.01

The Parties agree that the Memorandum of Agreement dated **June 18, 2018** 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) When working under the four **(4)** day work week schedule Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a 'make-up day' shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which **time and one-half (1 ½)** rates shall apply. In no case shall the time scheduled on a 'make-up day' be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a 'make-up day' will be at the employee's choice. 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 Saturday, Sunday, or **Recognized Holidays** shall be paid at **the applicable overtime premium**.

Add **NEW** Article 14.06 to read:

14.06

When working ten (10) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one-half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

are at straight time, time and one-half (1 ½) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

ARTICLE 16.00 – OVERTIME

Amend Article 16.01 to read:

16.01

a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid **overtime at the rate of time and one-half (1 ½) the regular rate of pay for the first three (3) hours and anything in excess will be paid at double (2) time the regular rate of pay.**

Employees working on a Saturday shall be paid an overtime rate at time and one-half (1 ½) for the first eight (8) hours and anything in excess shall be paid at double (2) time the regular rate of pay.

Employees working on a Recognized Holiday shall be paid an overtime rate at time and one-half (1 ½) for the first eleven (11) hours and anything in excess shall be paid at double (2) time the regular rate of pay.

Employees working on a Sunday shall be paid an overtime rate at double (2) time the regular rate of pay.

b) Two or Three Shift Operation: Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

c) Monday through Friday: Each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

ARTICLE 20.00 – SUBSISTENCE ALLOWANCE

Amend Article 20.01 to read:

20.01

Employees who are members of the Local Lodge and who are working on projects in that Lodge area shall receive a subsistence allowance under the following circumstances:

a) On projects **one hundred (100) road kilometres or greater** from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule of this Appendix for each day worked or reported for work, by the employee. On camp projects, accommodation shall be provided on a seven (7) days per week basis. The Pine Falls, Manitoba Pulp and Paper Mill is deemed to be **one hundred point one (100.1) kilometres** radius from the City Hall of Winnipeg. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

Delete b) – On projects over 225 kilometres radius from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule of this appendix or camp seven (7) days per week.

Reletter previous c) through d)

b) On projects where the camp is beyond walking distance, transportation shall be provided.

c) Local residents, as defined in Article 3.07 shall not be entitled to subsistence allowance. On camp jobs, local residents shall be entitled to one (1) meal daily (except in cases where the Owner elects to deny this provision, in which case the Employer shall discuss the situation with the Business Manager/**Secretary-Treasurer** to find a solution).

Add NEW clause d) to read:

d) In order to qualify for the subsistence allowance under Article 20.01, the member will have to supply the following information at the time of hire.

One (1) of the following pieces of information: Mortgage Statement or Tax Notice/Bill or Lease Agreement.

Plus one (1) of the following recent pieces of information: Cable, Hydro, Water or Gas Bill.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

The name of the member and current address must be clearly indicated on the documentation provided.

Note: If the member is married and the required documentation is in the spouses' name, a copy of the marriage certificate must be provided. If the member is living common-law and the documentation is in the common-law spouses' name, a sworn affidavit stating the members' common-law status must be provided.

If any Boilermaker hired on does not submit the proper documentation upon their date of hire, they will be considered a local resident and no back pay will be afforded. If the proof of residency is provided at a later date other than their start date by the worker it is agreed that the subsistence allowance would commence the day of proof of residency documentation was received going forward. Any further issues regarding Boilermaker's not submitting proper documentation upon hire on will not be pursued.

Amend Article 20.07 to read:

20.07

It is agreed by both the Union and the Boilermaker Contractors' Association to establish a Subsistence Review Committee to address the payment of Subsistence Allowance on projects north of the 53rd Parallel in the Province of Manitoba. The Committee will be established within forty-five (45) calendar days upon the conclusion of **2017** round of collective bargaining and will be tasked with making a recommendation to the Parties on the appropriate payment of a Northern Subsistence Allowance for the Province of Manitoba. It is further agreed that once the Parties agree to the recommendation of the Committee that the amount of said Northern Subsistence Allowance will become part of the Manitoba Appendix through the enabling provision of the Collective Agreement.

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.02 to read:

32.02

This Appendix shall remain in force and effect until April 30, **2022** 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.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

Monetary Package Changes:

Wage Package Increases:

Effective:

July 15, 2018

**\$0.25 (health and welfare)
\$0.25 (educational training)
\$0.16 (job ready dispatch)**

May 5, 2019 (1st Sunday in May)

\$0.00

May 3, 2020 (1st Sunday in May)

Canadian CPI Index (January to January)

May 2, 2021 (1st Sunday in May)

Canadian CPI Index (January to January)

Remove/Delete Helper Classification from Appendix – Manitoba Wage & Benefit Schedule

Subsistence Allowance:

Effective:

July 15, 2018:

**South of the 53rd Parallel All Regions
\$135.00 per day worked**

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS

1) Letters/Addendums - Add numbers to the Letters/Addendums (located at the end of the 'Master Portion'), for easier reference, as per the Alberta Agreement. The proposed changes are shown in bullets 1 a) to 1 e) that follow.

a) Index (Master Portion) – Amend as follows:

Addendum:

Letter #1 Clarification of Craft Jurisdiction (**Referred To In Article 2.00**)

Letter #2 **Subcontracting Of Work** (Referred to in Article 29.00)

Letter #3 Tank Work Employers (Referred to in Article 30.00)

Letter # 4 Acceptable Receipt for Subsistence Reimbursement

b) Addendum/Letter Titles – Amend as follows:

-**Letter #1** Clarification of Craft Jurisdiction

-**Letter #2** Referred to in Article 29.00

-**Letter #3** Referred to in Article 30.00 – Tank Work Employers

-**Letter #4** Acceptable Receipt for Subsistence Reimbursement

c) Master Portion - Article 2.00 – Recognition & Craft Jurisdiction Titles –

Amend 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.

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

d) Master Portion - Article 29.00 – Employers' Responsibility - Amend as follows:

29.01

It shall be the responsibility of all Employers signatory to this Agreement to comply with the letter of July 1967 relating to subcontracting of work within the jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers (**See Letter No. 2**).

e) Master Portion - Article 30.00 – Tank Work Employers - Amend as follows:

30.01

The Union and Employers agree to comply with the letter dated **April 21, 2016** relating to the performance of tank work (**See Letter No. 3**).

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

2) Index (Master Portion) – Remove/Delete the note (shown below) in reference to the Territories as it is covered in Article 1.01

“Please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors’ Association Office for information on the Wage & Benefit Schedule(s) and the Working Terms and Conditions for Nunavut, Northwest Territories, Yukon, and District of Mackenzie.”

3) Index (Master Portion) – Remove/Delete reference to Appendix “E” – Ontario

4) Amend to reference new Memorandum of Agreement date (June 18, 2018)

a) Master Portion - Article 1.01 – Purpose (3rd Paragraph)

Revise to reference new Memorandum of Agreement (MOA) date

b) Master Portion - Article 23.01 - Wages

Revise to reference new Memorandum of Agreement (MOA) date

c) Appendix ‘F’ – Article 1.01

Revise to reference new Memorandum of Agreement (MOA) date

5) Term – Revise to reference new term – 4 Years (July 15, 2018 to April 30, 2022)

a) Cover Page – Amend date/term

b) Article 32.02 (Master Portion) – Amend date/term

c) Article 32.02 (Appendix) – Amend date/term

6) Amend Address Listings with updated Contact Information

7) Wage & Benefit Schedule – Show the applicable percentage (%) of the Journeyperson wage rate for the Apprentices in the Wage & Benefit Schedule*

3rd Year – **90%**

2nd Year – **75%**

1st Year – **60%**

*Include note that Apprentice rates are not a straight percentage of the Journeyperson wage rate due to the Special Funding Contribution (Pension)

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

Title Page

ARTICLES OF 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 555 MANITOBA
(hereinafter referred to as the “Local Lodge”)

AND

THE BOILERMAKER CONTRACTORS’ ASSOCIATION

Including

The Boilermaker Contractors’ Association of Manitoba
(On behalf of each of its members companies hereinafter referred to as the
“Employer”)

Governing Wages and Working Conditions on all Field Construction Work in
Manitoba.

The **Agreement** will expire on April 30, **2022**.

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

Amend to read:

ADDRESSES

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS & HELPERS**

JOSEPH MALONEY, International Vice-President

WESTERN OFFICE:

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

PHONE: (780) 483-0823

FAX: (780) 489-3043

EASTERN OFFICE:

#101, 115 Prince William Street

Saint John, NB E2L 2B4

PHONE: (506) 634-8203

FAX: (506) 634-0307

**LODGE 203
PROVINCE OF NEWFOUNDLAND & LABRADOR**

OUT-OF-WORK LIST

P.O. Box 250

Holyrood, NF A0A 2R0

PHONE: (709) 229-7958

FAX: (709) 229-7300

**LODGE 73
PROVINCE OF NOVA SCOTIA, NEW BRUNSWICK & PRINCE EDWARD ISLAND**

OUT-OF-WORK LIST - NEW BRUNSWICK

345 King William Road

Saint John, NB E2M 7C9

PHONE: (506) 634-7386

FAX: (506) 725-1993

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

OUT-OF-WORK LIST - NOVA SCOTIA

124 Parkway Drive
Truro Heights, NS B2N 5A9
PHONE: (902) 897-7306
FAX: (902) 897-7305

**LODGE 128
PROVINCE OF ONTARIO**

OUT-OF-WORK LIST - TORONTO

1035 Sutton Drive
Burlington, ON L7L 5Z8
PHONE: (905) 332-0128
FAX: (905) 332-9057

OUT-OF-WORK LIST - SARNIA

128 Business Park Drive
Sarnia, ON N7W 0A3
PHONE: (519) 336-6051
FAX: (519) 336-3252

OUT-OF-WORK LIST - SUDBURY

2413 Lasalle Blvd.
Sudbury, ON P3A 2A9
PHONE: (705) 560-0128
FAX: (705) 560-4701

**LODGE 271
PROVINCE OF QUEBEC**

1205 St. Jean Baptiste Blvd.-
Pointe-Aux-Trembles, QC H1B 4A2
PHONE: (514) 327-6135
FAX: (514) 327-7294

**LODGE 555
PROVINCES OF MANITOBA AND SASKATCHEWAN**

OUT-OF-WORK LIST - WINNIPEG

110 Haarsma Road
East St. Paul, MB R2E 0M8
PHONE: (204) 987-9200
FAX: (204) 987-9219

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

OUT-OF-WORK LIST - REGINA

350 Soloman Drive
Regina, SK S4N 5A8
PHONE: (306) 949-4452
FAX: (306) 543-9339

**LODGE 128/555
Province of Ontario**

OUT-OF-WORK LIST - THUNDER BAY

878-A Tungsten Street
Thunder Bay, ON P7B 6J3
PHONE: (807) 623-8186
FAX: (807) 623-9294

**LODGE 146
PROVINCE OF ALBERTA**

OUT-OF-WORK LIST - EDMONTON

15220 – 114 Avenue
Edmonton, AB T5M 2Z2
PHONE: (780) 451-5992
FAX: (780) 451-3927

OUT-OF-WORK LIST - CALGARY

11055 – 48 Street SE
Calgary, AB T2C 1G8
PHONE: (403) 253-6976
FAX: (403) 252-4187

**LODGE 359
PROVINCE OF BRITISH COLUMBIA**

5510 – 268th Street
Langley, BC V4W 3X4
PHONE: (778) 369-3590
FAX: (778) 369-3595

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

LODGE 133

#204, 10059 – 118 Street
Edmonton, AB T5K 0B9
PHONE: (780) 483-0823
FAX: (780) 489-3043

NUNAVUT, NORTHWEST TERRITORIES, YUKON & DISTRICT OF MACKENZIE

Please contact the International Office of the International Brotherhood of Boilermakers or the office of the Boilermaker Contractors' Association for the Working Terms and Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

BOILERMAKER CONTRACTORS' ASSOCIATION

Sara Scott, Executive Director

20 Corporate Park Drive, Suite 102
St. Catharines, ON L2S 3W2
TELEPHONE: (905) 684-2244
FAX: (780) 682-2320
EMAIL: sscott@bcacanada.ca
WEBSITE: www.bcacanada.ca

Marty Albright, Director of Labour Relations

20 Corporate Park Drive, Suite 102
St. Catharines, ON L2S 3W2
TELEPHONE: (905) 684-2244
FAX: (905) 682-2320
EMAIL: malbright@bcacanada.ca
WEBSITE: www.bcacanada.ca

B.C.A. / BOILERMAKER LOCAL 555 – MEMORANDUM OF AGREEMENT

DISCUSSION ITEMS AGREED TO:

1) Master Portion - Article 31.00 – Administration of Agreement

31.01

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to **establish a Liaison Committee for Local Lodge 555** to meet at least twice each year **or as required** for the purpose of discussing mutual problems and matters of interest.

Establish a BCA and Local 555 Liaison Committee for more frequent meetings.

2) Advance notification of Union Dues changes (one month notice) to allow sufficient time for payroll notification and implementation.

Liaison Committee Action Items:

- Establishing what constitutes emergency situations for name hire clause in Article 3.08 g).
- Foreperson and General Foreperson Supervision Training.
- Clarification on Medical Marijuana pending Tripartite Panel discussions.