

# 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  
LODGES 203, 73, 158, 555 AND 146**

*(hereinafter referred to as the "Local Lodge" or "Local Lodges")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION**

**ON ITS OWN BEHALF AND ON BEHALF OF THE BOILERMAKER  
CONTRACTORS' ASSOCIATIONS OF NEWFOUNDLAND AND  
LABRADOR, NEW BRUNSWICK, NOVA SCOTIA, PRINCE EDWARD  
ISLAND, ONTARIO, MANITOBA, SASKATCHEWAN, ALBERTA\*  
AND THE NORTHWEST TERRITORIES**

*(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 the Master Portion, including New Brunswick, Nova Scotia, Prince Edward Island, and Alberta\* & Northwest Territories and District of Mackenzie expire on June 30, 2010. Newfoundland & Labrador, Ontario, Manitoba & Nunavut, & Saskatchewan & Northwest Territories all expire on April 30, 2010

\*See Letter of Understanding for the Master Portion exceptions that apply to Local 146, Alberta & Northwest Territories and District of Mackenzie.

**B.C.A. / BOILERMAKER – Memorandum of Agreement**

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

Dated at Toronto this 21st day of April 2010.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

Joseph Maloney  
International Vice President  
Western Canada  
International Brotherhood of  
Boilermakers

SIGNATURE ON FILE

David Galvin  
President  
Boilermaker Contractors' Association

SIGNATURE ON FILE

Edward Power  
International Vice President  
Eastern Canada  
International Brotherhood of  
Boilermakers

SIGNATURE ON FILE

Roy Kendall  
Chairman, Board of Directors  
Boilermaker Contractors' Association

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

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

"Master Portion effective July 1, 2010 to June 30, 2013" for Local Lodges 73 and 146.

"Master Portion effective May 1, 2010 to April 30, 2013" for Local Lodges 555, 128 and 203.

### **ARTICLE 1:00 - PURPOSE**

Amend Article 1.01 to read:

The purpose of this Agreement is to govern wages and working conditions to promote orderly harmonious relationships between the Employer and its employees and the Union agrees to cooperate with an 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 April 21, 2010 forms a part of this Agreement. Additional Memorandums of Agreement specific to Applicable Provincial Appendices shall be referred to in such Appendix.

### **ARTICLE 2:00 - RECOGNITION AND CRAFT JURISDICTION**

Amend Article 2:07 to read:

The Union and Employer agree that Union members above the rank of General Foreman may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the Employee, as set out in the relevant provincial (regional) Wage and Benefit Schedule, subject to the specific Employer and Employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any Employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this collective agreement shall apply to such Employee(s).

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

### **ARTICLE 3:00 - MANAGEMENT RIGHTS**

#### **Amend Article 3.02 to read:**

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

#### **Amend Article 3:08 (d) to read:**

All name hire requests shall be made in writing (including FAX and or electronically) to the Union. Refer to Alberta Appendix for additional written information required in that Province.

### **ARTICLE 4:00 - UNION SECURITY AND DUES COLLECTION**

#### **Amend Article 4:01 to read:**

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case he may commence work and notify the Union office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch”.

#### **Amend Article 4:08 to read:**

The Employer will notify the Job Steward of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner.

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

### **ARTICLE 7:00 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

Clarification of Article 7:08:

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

(Not to be included in the Collective Agreement)

The BCA acknowledges that the above language was intended to recognize the 2001 Model.

### **ARTICLE 8:00 - WELDING TESTS**

Amend Article 8:01 to read:

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.

In the Provinces of Alberta and New Brunswick, 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.

### **ARTICLE 12:00 - EMPLOYER, UNION GRIEVANCES**

Amend Article 12:01 to read:

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, 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 his Representative, the International Vice President or his Representative or the Employer, the Boilermaker Contractors' Association or his Representative, within 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 BCA within ten (10) working days from the incident giving rise to the complaint.

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### **ARTICLE 17:00 - RECOGNIZED HOLIDAYS**

Amend Article 17:03 to reflect current legislation.

In addition to 17:02, the following Recognized Holidays are observed in the respective Provinces:

Alberta, Ontario:

Civic Holiday, Family Day

Saskatchewan:

Family Day, Saskatchewan Day

Manitoba:

Louis Riel Day

New Brunswick:

New Brunswick Day

Nova Scotia, Prince Edward Island:

Natal Day where applicable in the locality;  
otherwise the first Monday in August.

Newfoundland and Labrador:

Civic Holiday (St. John's Regatta Day in locality)

### **ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**

Amend Article 20:00 to include:

Points of entry for Local Lodge 73 have been established and agreed to as follows:

- Edmundston
- Sydney
- Campbellton
- St. Stephen

The BCA is to establish guidelines for what constitutes a verifiable receipt.

### **ARTICLE 22:00 - PAY DAY**

Amend Article 22:02 to read:

(ii) 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) 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 by regular mail, exclusive of Saturday, Sunday and Statutory Holidays, of the date of layoff or termination.

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

Amend Article 22:03 to read:

When an employee quits of his 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 his 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' pay at straight time rates.

### ARTICLE 23:00 - WAGES

As agreed to in the "Resolution to Conclude BCA/Boilermaker 2010 Multi Provincial Collective Bargaining for Locals 555, 128, 73 & 203", dated March 24, 2010, attached hereto. See attachment "A".

(Not to be included in the Collective Agreement)

The BCA agrees to communicate to member contractors a request that Pension and Health & Welfare Contributions are shown separately on the employee's Pay Stub, where possible.

### ARTICLE 27:00 - APPRENTICES AND APPRENTICESHIP FUND

(Not to be included in the Collective Agreement)

The BCA has agreed to communicate to member contractors the importance of maintaining the apprentice to journeymen ratio on their projects.

Amend article 27:05 to read:

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 discuss the principles and structure that should govern such committees

### ARTICLE 30:00 - TANK WORK EMPLOYERS

Clarification of Letter of Understanding – Tank Work Employers

(Not to be included in the Collective Agreement)

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

1. The Union has acknowledged that 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: foreman, fitter, welder, automatic operator (if required), Welder Vertimatic Operator, welding supervisor (if required) for every New Project. Clarification: any means that in the event the contractor does not have access to the required trade resources he is allowed to access any recognized Out of Work List across Canada.
2. The Union and BCA have agreed to arrange a “Tank Conference” to address the needs of the tank industry in Canada. The conference has been scheduled for October 25, 2010.

### **ARTICLE 32:00—IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

Amend Article 32:02 to read:

This Master Portion of the Agreement shall remain in force and effect until June 30th, 2013 for Local Lodges 73 and 146, April 30, 2013 for all other Local Lodges 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.

### **ARTICLE 34:00- BUILDING TRADES AND OTHER CONTRIBUTIONS**

Reference Article 34:03 and Article 34:04

(Not to be included in the Collective Agreement)

Union and BCA agreed to further discussions, post bargaining, on additional funding for De Novo and CODC and the formation of a National Employee Assistance Program.

Amend Article 34:05 to read:

**Audiometric Testing:** The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used for the development and implementation of a National Audiometric Testing program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). An Employer shall permit audiometric testing of the Employees on a project, where approved by the Owner/Client.

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### **OTHER MATTERS AGREED TO**

#### **JOINT COMMITTEES**

The parties have agreed to establish Joint Committees to address the following matters raised during this round of collective bargaining:

- Development of a National Temporary Foreign Worker Program that will be implemented in all jurisdictions of the Multi Provincial Agreement, where required. The Program will also address how employees/members, resident in Canada will be afforded additional compensation and benefits that are provided to temporary foreign workers, such as airfare, ground transportation and lodging.
- Committee to review and make recommendations to the parties on the composition of the Trustees on the Boilermaker National Pension, Health and Welfare Funds, with the stated objective of increasing the number of professional trustees.
- Committee to review and make recommendations to the parties on the formation of a Jointly Trusteed National Apprenticeship and Education Training Fund that will include the National Training Trust Fund and the Local Apprenticeship and Educational Committees.

#### **TRUST FUND DOCUMENT**

The parties have agreed to develop a Trust Fund document to combine the trusts of the existing Boilermaker National Training Trust Fund, the National Audiometric Testing Program, the Health & Safety Trust Fund and a National Temporary Foreign Worker Program and to possibly expand the trust to include a National Common Arc Program.

A National Oversight Committee to be established to develop the Trust Fund Document, which will initially be made up of the International Brotherhood of Boilermakers Vice-Presidents along with the President of the Boilermaker Contractors' Association and the Chairman of the BCA Board of Directors.

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### ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)  
ABC Motel – Company letterhead receipt – Name of Contact Person not required  
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an example of a receipt containing the proper information. A receipt without complete or required information will not be considered.

**Date of Receipt: September 1, 2010**

**Name of Establishment: ABC Motels and Lodging (Company letterhead/Registered)  
B&B or Relative (non-registered) – Contact Name – Tom Jones**

**Full Address of Establishment: 111 Any Street, Anywhere, Canada**

**Phone Number: (999)-222-1234**

**Employee's Full Name: John Smith**

**Reason for Cost (including date(s)): One night accommodation on August 31, 2010**

**Total Amount Paid: \$00.00**

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### APPENDICES

Table of Appendices:

- B = Saskatchewan and Northwest Territories
- C = Manitoba and Nunavut
- D = Ontario
- E = New Brunswick
- F = Nova Scotia (Mainland) & Prince Edward Island
- G = Nova Scotia (Cape Breton only)

(Note: Table of Appendices will be revised in the new collective agreement.)

### APPENDIX “B” – SASKATCHEWAN AND NORTHWEST TERRITORIES

#### ARTICLE 14:00 - HOURS OF WORK

Amend Article 14:01 to read:

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an 8 hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

#### ARTICLE 15:00 - SHIFT WORK

Shift Premiums will be increased by \$0.50 upon ratification of the Agreement, with an additional increase of \$0.25 effective May 1, 2012.

Amend Article 15:02 to read:

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

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### ARTICLE 16:00 - OVERTIME

Amend Article 16:01 to read:

(a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1 1/2) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.

Monday through Friday each Employee must have worked all the available straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day.

(b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.

(c) All other overtime shall be paid at double (2) the regular hourly rate.

(d) For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked, the first eight (8) hours shall be paid at time and one half (1 1/2) the regular hourly rate. All work in excess of the regular eight (8) hours per day shall be paid at double (2) the regular hourly rate.

(e) Two or Three Shift Operations:  
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.

Amend Article 16:02 to read:

(a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At his 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 10 hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his 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 \$25.00 plus one half hour of straight time wages will be paid in lieu of the meal

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and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate.

- (b) 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 and 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) & (c) 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.

NOTE: The provisions in Article 16.02 (b) shall become effective January 2, 2011.

- (c) 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 19:00 - TRAVELLING EXPENSES**

- (a) Free Zone: 30 road kilometres around the City Halls of Regina and Saskatoon shall comprise a free zone.

Effective January 2, 2011 Free Zone reduces to 25 road kilometres

Transportation rate effective January 2, 2011 - \$0.52 per km.

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency (CRA) for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and becomes effective on the same date as the next wage adjustments.

(Not to be included in the Collective Agreement)

Travelling Expenses are to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

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### ARTICLE 20:00 - SUBSISTENCE ALLOWANCE

Effective January 2, 2010      \$115.00

Effective May 1, 2011          \$120.00

Effective April 29, 2012      \$125.00

(Not to be included in the Collective Agreement)

Subsistence Allowance is to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

Amend Article 20:01 (a) to add after the last sentence:

At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

New Article 20:06 to read:

Subject to Article 20:05 on a 4/10 work cycle, the member will be paid five (5) days Subsistence, provided he works all of his shifts. In the event a member is absent without the consent of the Contractor he will only be paid for days worked.

New Article 20:07 to read:

It is agreed by both Union and Employer that any changes in subsistence rules, eligibility, form or delivery by the Joint Saskatchewan Building Trades-Construction Labour Relations Association of Saskatchewan Committee shall come into effect in said manner and timing in this Appendix. Saskatoon shall be subject to the same review.

### ARTICLE 32:00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Replace April 30, 2010 with April 30, 2013.

### OTHER ITEMS - WAGES

It was agreed that the Foreman's rate will increase by \$1.00 per hour effective January 2, 2011.

A Summary of Employer/Union Contributions contained in the NTTF will be attached.

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**1. CURRENT KNOWN MONETARY PACKAGE CHANGES**

(a) Supervisory Differential Increases:

	<u>Foreman</u>
Effective January 2, 2011	+\$1.00
(New Rate)	(\$4.00)

(b) Transportation Rates:

\$0.52 per km effective January 1, 2011

The transportation expense shall be the vehicle allowance rate published by Canada Revenue Agency (CRA) for the maximum rate (generally for the first 5,000 km). The transportation expense shall be adjusted as the CRA rate changes and becomes effective on the same date as the next wage adjustments.

(c) Subsistence Allowances:

\$115.00 effective January 2, 2010

\$120.00 effective May 1, 2011

\$125.00 effective April 29, 2012

(d) Wage Package Increases: (Including all funds: Pension, H & W, Apprenticeship, Education & Training, Vacation & Stat., etc.)

4% Wage increase including Vacation & Stat. effective Aug. 1, 2010

\$0.39 adjustment of Journeyperson hourly wage rate (to recognize total package adjustment from UA settlement) effective January 2, 2011.

4% of total wage package effective May 1, 2011

Effective May 1, 2011 the following overtime provisions will apply:

Monday through Friday each Employee must have worked all the available straight time hour of a day before receiving overtime pay for hours worker thereafter on the same day.

3% of total wage package effective April 29, 2012

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### APPENDIX “C” – MANITOBA AND NUNAVUT

#### ARTICLE 14.00- HOURS OF WORK

##### Amend Article 14.01 to read:

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided in Article 18.00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an 8 hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty hours shall constitute a normal week's work, Monday through Friday, inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

#### ARTICLE 15:00 - SHIFT WORK

Shift Premiums will be increased by \$0.50 upon ratification of the Agreement, with an additional increase of \$0.25, effective May 1, 2012.

##### Amend Article 15:02 to read:

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

#### ARTICLE 16:00 - OVERTIME

##### Amend Article 16:02 to read:

(a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the

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conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At his 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 10 hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his 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 \$25.00 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.

(b) 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 and 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) & (c) 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.

NOTE: The provisions of Article 16.02 (b) will expire on December 31, 2010.

(c) 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 18:02 to read:

(a) INCLEMENT WEATHER

When an employee reports to work and cannot work because of inclement weather he shall be paid three (3) hours reporting time and the employee must remain on the job for the three hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is

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instructed to stop due to inclement weather, he shall be paid for the actual time worked. In no case shall an employee receive less than three (3) 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, he shall be paid three (3) hours reporting time and allowed to leave the job immediately.

(c) When an employee has started to work on his regular shift and is instructed to stop, he shall be paid for the actual time worked. In no case shall the employee receive less than three (3) hours pay.

## **ARTICLE 19:00 - TRAVELLING EXPENSES**

19.01

### **(a) Free Zone:**

A 40 kilometre radius around the City Hall of Winnipeg shall comprise a free zone.

### **(b) 40 Km to 100 Km Radius Zone:**

On those projects that are located within the 40 kilometre to 100 kilometre radius from the City Hall of Winnipeg, the Employer shall supply suitable transportation to and from the project and mutually agreed pick-up points, or pay a transportation rate and travel time as set out in the Wage and Benefit Schedule per radius kilometre for each day worked or reported for work, from the 40 kilometre radius to the project and return.

### **(c) Projects over 100 Km Radius Zone:**

Notwithstanding Article 19.02, for purposes of initial and terminal transportation expenses, on those projects over 100 kilometre radius from the City Hall of Winnipeg, the Employer shall pay a transportation rate and travel time as set out in the Wage and Benefit Schedule per radius kilometre from the edge of the 40 kilometre radius free zone of the respective city hall to and from the project. If the project is accessible only by airplane the Employee shall receive the actual cost of the air fare.

For an Employee to qualify for transportation expenses, the Employee must remain fifteen (15) calendar days on the project or until layoff, job completion or if he has been granted permission by the Employer to leave before completion, for initial transportation expenses; and thirty (30) calendar days or until layoff, job completion, or if he has been granted permission by the Employer to leave before completion, whichever comes first, to receive terminal transportation expenses. The Employee shall receive the payment on the pay day corresponding to the pay period during which he qualified.

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On sites where a camp is not provided, the Employer shall provide daily transportation or pay a transportation rate and travel time as set out in the Wage and Benefit Schedule per kilometre each way to and from the temporary domicile to the project for each day worked or reported for work by the Employee. Note: See Memorandum of Agreement re: Pine Falls.

(d) Local residents, as defined in Article 3.07, shall not be entitled to initial or terminal transportation or rotational expenses as set out in Articles 19.01(c) and 19.05 respectively. Local residents shall receive a Daily Travel Allowance as provided for in Article 19.01(e).

(e) Local residents living beyond a 40 kilometre radius of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid a transportation rate and travel time as set out in the Wage and Benefit Schedule per kilometre each way from and to the edge of the 40 kilometre radius free zone for each day worked or reported for work.

(Not to be included in the Collective Agreement)

Travelling Expenses are to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

### **ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**

Effective June 6, 2010 - \$120.00

(Not to be included in the Collective Agreement)

Subsistence Allowance is to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

Amend Article 20:01 (a) to add after the last sentence:

At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

New Article 20:06 to read:

Subject to Article 20:05 on a 4/10 work cycle, the member will be paid five (5) days Subsistence, provided he works all of his shifts. In the event a member is absent without the consent of the Contractor he will only be paid for days worked.

## B.C.A. / BOILERMAKER – Memorandum of Agreement

New Article 20:07 to read:

It is agreed by both the Union and the BCA to establish a Subsistence Review Committee to address the payment of Subsistence Allowance on projects north of the 53<sup>rd</sup> parallel in the Province of Manitoba. The Committee will be established within forty five (45) calendar days upon the conclusion of the 2010 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

Replace April 30, 2010 with April 30, 2013.

### OTHER ITEMS - WAGES

It was agreed that the General Foreman's rate will increase by \$1.50 per hour and Foremen's rate by \$0.50 per hour, effective June 6, 2010.

Foreman's rate will increase by an additional \$1.00 effective January 1, 2011.

A Summary of Employer/Union Contributions contained in the NTTF will be attached.

### 1. CURRENT KNOWN MONETARY PACKAGE CHANGES

(a) Supervisory Differential Increases:

	<u>Foreman</u>	<u>General Foreman</u>
Effective June 6, 2010 (New Rate)	+\$0.50 (\$3.00)	+\$1.50 (\$6.50)
Effective January 1, 2011 (New Rate)	+\$1.00 (\$4.00)	

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(b) Transportation Rates:

	Jan 1 2011	May 1 2011	April 29 2012
Transportation Rate	\$0.45	\$0.45	\$0.45
Travel Rate	\$0.22	\$0.32	\$0.32

(c) Subsistence Allowances:

\$120.00 per day worked effective June 6, 2010.

(d) Journeyman Hourly rate increase:

	June 6 2010	Jan 1 2011	May 1 2011	April 29 2012	May 6 2013
Manitoba	\$1.25	\$0.25	\$1.50	\$1.25	\$0.25

Note: May 1, 2011 rate incorporates the \$1.25 and additional \$0.25

APPENDIX “D” - ONTARIO

ARTICLE 14:00 - HOURS OF WORK

Amend Article 14:01 to read:

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an 8 hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

## **B.C.A. / BOILERMAKER – Memorandum of Agreement**

### ARTICLE 15:00 - SHIFT WORK

Amend Article 15:02 to read:

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

### ARTICLE 16:00 - OVERTIME

Amend Article 16:02 to read:

(a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At his 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 10 hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his 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 \$25.00 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 and 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.

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(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 19:00 - TRAVELLING EXPENSES

(Not to be included in the Collective Agreement)

Travelling Expenses are to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

### ARTICLE 20:00 - SUBSISTENCE ALLOWANCE

(Not to be included in the Collective Agreement)

Subsistence Allowance is to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

Amend Article 20.01(a) to add after the last sentence:

At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

### ARTICLE 32:00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Replace April 30, 2010 with April 30, 2013.

### OTHER ITEMS - WAGES

It was agreed that General Foreman's rate will increase by \$1.00 per hour and Foremen's rate by \$0.75 per hour, effective upon ratification of the Collective Agreement.

A Summary of Employer/Union Contributions contained in the NTTF will be attached.

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APPENDIX “E” - NEW BRUNSWICK

APPENDIX “F” - NOVA SCOTIA (MAINLAND) & P.E.I.

APPENDIX “G” - NOVA SCOTIA (CAPE BRETON ONLY)

### ARTICLE 14:00 - HOURS OF WORK

Amend Article 14.01 to read:

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an 8 hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

### ARTICLE 15.00 - SHIFT WORK

Amend Article 15:02 to read:

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

### ARTICLE 16:00 - OVERTIME

Amend Article 16:02 to read:

(a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the

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straight time rate of pay. At his 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 10 hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his 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 \$25.00 plus one half 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 and 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 19:00 - TRAVELLING EXPENSES**

(Not to be included in the Collective Agreement)

Travelling Expenses are to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

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### ARTICLE 20:00 - SUBSISTENCE ALLOWANCE

(Not to be included in the Collective Agreement)

Subsistence Allowance is to be determined by the average of the following five (5) trades: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

Add to 20:01(a) to add after the last sentence:

At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

New Article 20:06 to read:

Subject to Article 20:05 on a 4/10 work cycle, the member will be paid five (5) days Subsistence, provided he works all of his shifts. In the event a member is absent without the consent of the Contractor he will only be paid for days worked.

### ARTICLE 32:00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Replace current June 30, 2010 with June 30, 2013.

### OTHER ITEMS - WAGES

It was agreed that General Foreman's rate will increase by \$1.00 per hour and Foremen's rate by \$0.75 per hour, effective upon ratification of the Collective Agreement.

A Summary of Employer/Union Contributions contained in the NTTF will be attached.

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**1. CURRENT KNOWN MONETARY PACKAGE CHANGES**

(a) Supervisory Differential Increases:

	<u>Foreman</u>	<u>General Foreman</u>
Manitoba: (New Rate)	+\$0.50 (\$3.00)	+\$1.50 (\$6.50)
Ontario: (New Rate)	+\$0.75 (\$4.00)	+\$1.00 (\$6.00)
New Brunswick: (New Rate)	+\$0.75 (\$4.75)	+\$1.00 (\$6.50)
Nova Scotia (Mainland) & PEI: (New Rate)	+\$0.75 (\$3.25)	+\$1.00 (\$5.50)
Nova Scotia (Cape Breton): (New Rate)	+\$0.75 (\$3.00)	+\$1.00 (\$4.75)

Effective on Ratification of Agreement

(b) Transportation Rates:

Saskatchewan      Rate to be determined by average of five trades once known

Manitoba            Rate to be determined by average of five trades once known

Ontario              \$0.44 cents effective May 23, 2010

New Brunswick    \$0.45 cents effective July 4, 2010  
\$0.45 cents effective July 3, 2011  
\$0.45 cents effective July 1, 2012\*

Nova Scotia (Mainland) & P.E.I.

\$0.52 cents effective July 4, 2010  
\$0.52 cents effective July 3, 2011  
\$0.52 cents effective July 1, 2012\*

\*To be adjusted as per Industry Average in 2012

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Nova Scotia (Cape Breton)

\$0.52 cents effective July 4, 2010  
\$0.52 cents effective July 3, 2011\*  
\$0.52 cents effective July 1, 2012\*\*

\*To be adjusted as per Industry Average in 2011

\*\*To be adjusted as per Industry Average in 2012

NOTE: Five (5) trades are: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

(c) Subsistence Allowances:

Saskatchewan Rate to be determined by average of five trades once known

Manitoba \$120.00 per day worked effective June 1, 2010

\*Southern Ontario Rate to be determined by average of five trades once known

\*Northern Ontario Rate to be determined by average of five trades once known

\*Changed from calendar days to paid per day worked. On a 4/10 work week schedule the employee will receive 5 days subsistence provided he works all of his scheduled shifts unless he is absent due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.

New Brunswick \$86.00 effective July 4, 2010  
\$86.00 effective July 3, 2011  
\$86.00 effective July 1, 2012\*

Nova Scotia (Mainland) & P.E.I.

\$ 95.00 effective July 4, 2010  
\$100.00 effective July 3, 2011  
\$100.00 effective July 1, 2012\*

\*To be adjusted based on average of the Industry Pattern established for 2012

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Nova Scotia (Cape Breton)

\$90.00 effective July 4, 2010  
 \$90.00 effective July 3, 2011\*  
 \$90.00 effective July 1, 2012\*\*

\*To be adjusted based on average of Industry Pattern for 2011  
 \*\*To be adjusted based on average of Industry Pattern for 2012

NOTE: Five (5) trades are: Electricians, Iron Workers, Millwrights, Pipefitters and Sheet Metal Workers.

(d) Wage Package Increases: (Including all funds: Pension, H & W, Apprenticeship, Education & Training, Vacation & Stat., etc.)

Province

Saskatchewan	To be determined by UA Settlement			
Manitoba	June 1 2010	May 1 2011	April 29 2012	
	\$1.38	\$1.38	\$1.38	
Ontario	May 23 2010	May 1 2011	Nov 1 2011	Apr 29 2012
	\$1.25	\$.075	\$0.75	\$1.00
	July 4 2010	July 3 2011	July 1 2012	
New Brunswick	\$1.75	\$1.85	\$0.00*	
Nova Scotia (Mainland) & P.E.I.	\$1.25	\$1.00	\$0.00*	
Nova Scotia (Cape Breton)	\$4.15**	\$0.00*	\$0.00*	

\*To be determined by UA Settlement  
 \*\*Includes the industry pattern that has been adopted historically

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Attachment “A”

**RESOLUTION TO CONCLUDE BCA/BOILERMAKER 2010**  
**MULTI PROVINCIAL COLLECTIVE BARGAINING**  
**FOR LOCALS 555, 128, 73 & 203**

**WHEREAS** there are numerous proposals and items from the Master Portion and various Appendices on the table for consideration; and

**WHEREAS** in the interest of concluding this round of negotiations prior to the expiry of the existing collective bargaining agreement, the parties agree to the following resolution; now

**THEREFORE BE IT RESOLVED THAT** the United Association (UA) “all in” monetary settlement will form the basis for the Boilermaker “all in” monetary settlement; and

**BE IT FURTHER RESOLVED THAT** the monetary increases for the Boilermaker, will align with (amounts & dates) contained in the UA provincial settlements, for the established duration of a (3) year agreement; and

**BE IT FURTHER RESOLVED THAT** the BCA may consider additional funding for NTTF and the notion of a National Temporary Foreign Worker Program; and

**BE IT FURTHER RESOLVED THAT** in the event there are any UA settlements that include items that the respective Employer Bargaining Associations (EBAs) and or Registered Employers Organization (REOs) have bought that the BCA/Boilermaker cannot capitalize upon, or that may already exist, then that monetary amount will be deducted from the “all in” provincial settlement for the Boilermaker; and

**BE IT FURTHER RESOLVED THAT** for Cape Breton and Mainland Nova Scotia, the 2010 monetary increase only will be in accordance with the BCA/IBB 2007 Memorandum of Agreement and subsequent years will be in accordance with the UA monetary “all in” settlement; and

**BE IT FURTHER RESOLVED THAT** this resolution is conditional and binding only in the event that all outstanding proposals and items for discussion, from both sides are either resolved and or withdrawn by April 21, 2010.

Date: March 24, 2010

SIGNATURE ON FILE  
Ed Power BM IVP Eastern Canada

SIGNATURE ON FILE  
David Galvin BCA President

SIGNATURE ON FILE  
Joe Maloney BM IVP Western Canada

SIGNATURE ON FILE  
Roy Kendall Chairman BCA

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Summary of Employer/Employee Contributions Contained in NTTF								
Fund & Contributor	Appendix							
	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"
National Training	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
National Org.	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Common Arc				\$0.10				
Health & Safety	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	
Promotion	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Temporary Foreign Worker	\$0.15							
Rapid Site Access Program	\$0.10							
Nat. Marketing	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Leap Fund								\$0.02

Note: Each Contribution to be displayed independently within the appropriate Appendix.