



**APPENDIX "C"  
MANITOBA AND NUNAVUT  
ARTICLES OF AGREEMENT**

**by and between**

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS  
(A.F.L.-C.I.O.-C.L.C.)**

**(hereinafter referred to as the "Union")**

**and**

**THE BOILERMAKER CONTRACTORS' ASSOCIATION OF MANITOBA**

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

**Governing Wages and Working Conditions on all Field Construction Work**

**The Master Portion and Memorandum of Agreement forms part of this Agreement**

## **APPENDIX "C" : MANITOBA AND NUNAVUT**

### **WAGE AND BENEFIT SCHEDULE (\$)**

Boilermakers, Welders, Blacksmiths, Fitters, Riggers  
General Foreman, Foreman, Assistant Foreman,  
Journeyman Apprentice, Helper

<b>EFFECTIVE DATE</b>	<b>JULY 22/ 2007</b>	<b>*JULY 06/ 2008</b>	<b>*JULY 05/ 2009</b>
GENERAL FOREMAN	31.87	33.39	34.75
FOREMAN	29.62	30.89	32.25
ASSISTANT FOREMAN	28.62	29.89	31.25
JOURNEYMAN	27.12	28.39	29.75
3RD YR. APPRENTICE	24.41	25.55	26.78
2ND YR. APPRENTICE	20.34	21.29	22.31
1ST YR. APPRENTICE	16.27	17.03	17.85
HELPER	20.34	21.29	22.31
VACATION PAY	6%	6%	6%
STAT. HOL. PAY	4%	4%	4%
HEALTH & WELFARE	2.00	2.00	2.00
PENSION	4.75	4.75	4.75
UNION PROMOTION	0.10	0.10	0.10
EDUCATIONAL TRAINING	0.20	0.20	0.20
APPRENTICESHIP	0.20	0.20	0.20
NATIONAL TRAINING	0.21	0.21	0.21
ADMINISTRATION	0.12	0.12	0.12
AUDIOMETRIC TESTING	0.03	0.03	0.03
HOURS OF WORK	8	8	8
		(See Article 14:00)	
SHIFT PREMIUM			
2ND SHIFT	\$2.50	\$2.50	\$2.50
3RD SHIFT	\$2.50	\$2.50	\$2.50
OVERTIME	2	2	2
TRANSPORTATION RATE	\$0.51	\$0.54	\$0.57
SUBSISTENCE	\$90/day See Art. 20.01	\$95/day See Art. 20.01	\$100/day See Art. 20.01

\*The union has not finalized the distribution of their July 6, 2008 and July 5, 2009 increases. 100% of the 2008 and 2009 increases are currently included in the wage rates.

### **3:07 Local Residents:**

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within seventy (70) road kilometers from the project for at least six (6) months immediately preceding date of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

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

### **14:01**

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 8:00 a.m. and 5:00 p.m. for an 8 hour day, with one-half or one hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements or conditions. 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.

### **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 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 and the Employer.
- (c) When working under the four 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 double time (2x) 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 double (2) the regular hourly rate.

A minimum of forty (40) hours is required to implement the compressed work week schedule. Where a multi trade project is scheduled under the four (4) ten (10) hour shift scenario (Monday - Thursday) and a contractor secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

**14:03**

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

**14:04**

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a re-assigned one-half hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half hour's pay at straight time rates which shall be in addition to his regular straight time hours.

**14:05**

Two rest or coffee breaks of (10) minutes each shall be established by the Employer on each (8) hour shift. If overtime is to follow the regular (8) hour work shift, a further (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled 10 hour work day is established the rest or coffee breaks may be either three breaks of 10 minutes each, (described above) or two breaks of 15 minutes each.

**ARTICLE 15:00 - SHIFT WORK**

**15:01**

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement, are met.

**15:02**

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 8:00 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.

**15:03**

When two (2) or three (3) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium, as set out in the Wage and Benefit Schedule at the beginning of this appendix, shall apply on all hours worked on the second and third shift.

**15:04**

Employees assigned from one shift to another shall receive at least twenty-four (24) hours notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

**15:05**

When an employee is required to return to work without an 8 hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

**ARTICLE 16:00 - OVERTIME****16:01**

- (a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays or Recognized Holidays, he shall be paid overtime at double (2) time rates.
- (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.

**16:02**

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 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 \$20.00 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.

**ARTICLE 18:00 - WAITING AND REPORTING TIME****18:01**

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's pay (i.e. 8 hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19:01(c) shall govern.

**18:02****(a) Inclement Weather**

When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two 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, he shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

(b) Work Not Available

When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, he shall be paid two (2) 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 two (2) hours pay.

(d) If an employee stops work for reasons of his own, and without the approval of the Employer, he 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.

**18:03**

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

**18:04**

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

**18:05**

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at his option, be entitled to a layoff.

**18:06**

When an employee is unable to report for work due to a strike or work stoppage on the project where he is employed, such employee will not be entitled to any reporting time.

**18:07**

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

**ARTICLE 19:00 - TRAVELLING EXPENSES**

**19:01**

(a) Free Zone:

A 40 kilometer 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 kilometer to 100 kilometer 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 as set out in the Wage and Benefit Schedule per radius kilometer for each day worked or reported for work, from the 40 kilometer 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 kilometer radius from the City Hall of Winnipeg, the Employer shall pay a transportation rate as set out in the Wage and Benefit Schedule per radius kilometer from the edge of the 40 kilometer 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.

On sites where a camp is not provided, the Employer shall provide daily transportation or pay a transportation rate as set out in the Wage and Benefit Schedule per kilometer 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 kilometer radius of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid a transportation rate as set out in the Wage and Benefit Schedule per kilometer each way from and to the edge of the 40 kilometer radius free zone for each day worked or reported for work.

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

**19:02**

When an employee is instructed to report to, or leaves a job location which necessitates transportation he shall be entitled to the transportation expense(s) as set out in Article 19:01.

If location and circumstances require the employee to travel overnight or on the day(s) preceding his first working day, the travel expense shall also include a subsistence allowance in accordance with Article 20:00 of this Agreement for such preceding day(s); except when travel is by train in which case he shall receive berth and meals when necessary.

Transportation costs will normally be based on the employee using his own automobile. He shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometer (road).

When an employee leaves a job on which he has been entitled to subsistence allowance, his return travel expense shall also include a subsistence allowance in accordance with Article 20:00 of this Agreement for the following day.

Payment of subsistence allowance for any preceding or following days as outlined in the foregoing paragraphs shall supersede, and not be in addition to, any subsistence allowance for those days as may be otherwise prescribed in Article 20:00.

The employee's entitlement to the foregoing travel expense shall be subject to the conditions in Articles 19:03 to 19:05 inclusive.

### **19:03**

If his employment is terminated for just cause, or the employee leaves of his own accord before having qualified for travelling expenses to and/or from the job, he shall not be entitled to receive the cost of such travel expenses.

### **19:04**

After qualifying for return transportation, if the employee voluntarily terminates his employment he will not be entitled to qualify for transportation for any subsequent trips to that job unless at least 15 working days have expired between his terminating and his return, except in special cases satisfactory to the Union and the Employer.

### **19:05**

On jobs located over 400 kilometers radius from the City Hall of Winnipeg, all employees receiving subsistence allowance or camp accommodation, shall be entitled to short term trips from the jobsite with fare paid by the Employer as follows:

- (i) The employee shall qualify for one return trip away from the jobsite for each 30 calendar days he is at the jobsite.
- (ii) For each such trip taken, the Employer shall provide return transportation at no cost to the employee, or pay his return fare, to the City of Winnipeg. Mode of transportation or determination of fare shall be on the same basis as established under Article 19:02.
- (iii) If an employee is unable or does not wish to take such trip immediately on qualifying, he may take it later, and any days on the jobsite in excess of 30 may be credited toward the establishment of subsequent 30 day periods and trip qualifications; provided that in any event such trips shall not be taken in intervals of less than 20 days.
- (iv) Not more than 25% of the employees on the job shall be away on such trips at any one time.
- (v) The employee shall not be away from the jobsite for more than 5 working days (not counting Saturday, Sunday, or Holidays) nor more than 9 calendar days, whichever is less, otherwise he shall be considered to have terminated his employment and Article 19:01 shall apply as it relates to terminal transportation expenses.
- (vi) If such employee(s) elect not to take this rotation expense they shall not be entitled to the equivalent of transportation expense. (The foregoing may be altered by mutual agreement between the Employer and the Business Manager.)



Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in this Article 19:05 are separate from those in Article 19:01 to 19:04 covering the initial and final transportation.

**19:06**

An employee shall have the right to refuse a transfer from one job to another, if he has worked until the completion of the job to which he was originally assigned.

**ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**

**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 100 kilometers to 250 kilometers radius from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule at the beginning 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. Note: See Memorandum of Agreement re: Pine Falls.
- (b) On projects over 250 kilometers radius from the City Hall of Winnipeg, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule at the beginning of this appendix or camp seven (7) days per week.
- (c) On projects where the camp is beyond walking distance, transportation shall be provided.
- (d) 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 to find a solution.)

**20:02**

For employees supplied or obtained from other sources, entitlement to subsistence allowance shall be as follows:

- (a) When a travel card member has deposited his card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, he shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.
- (b) In other cases, where the Union supplies men from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.
- (c) Where the Employer obtains or supplies men from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless he is required to maintain temporary living quarters away from his permanent residence.

**20:03**

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule at the beginning of this Appendix.

**20:04**

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided.

There shall be no charge to employees for use of washers and dryers provided on camp jobs.

**20:05**

Subject to Articles 20:01 and 20:02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20:01 and 20:02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

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

**32:02**

This Appendix shall remain in force and effect until April 30, 2010 and from year to year thereafter unless either party shall, at least 90 days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.