

# 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 AND SASKATCHEWAN**  
*(hereinafter referred to as the "Local Lodge")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION**

Including

The Boilermaker Contractors' Association of Manitoba  
The Boilermaker Contractors' Association of Saskatchewan  
*(On behalf of each of its members companies hereinafter referred to as the "Employer")*

Governing Wages and Working Conditions on all Maintenance, Shutdown and/or  
Turnaround Work in Manitoba and Saskatchewan.

Effective: July 9, 2023 to October 31, 2027.

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## **ARTICLE 1.00 – PURPOSE**

### **1.01**

The purpose of this Agreement is to govern wages and working conditions within the Provinces of Manitoba and Saskatchewan 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.

## **ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION**

### **2.01**

This Maintenance Agreement is only applicable to participating Boilermaker Contractors' Association member contractors in the Provinces of Manitoba and Saskatchewan.

### **2.02**

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on maintenance, shutdown and/or turnaround work performed by the Employer within the jurisdiction of the Union.

### **2.03**

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.

### **2.04**

"Employees" as used herein, means employees of the Employer engaged in such work in the Provinces of Manitoba and Saskatchewan.

### **2.05**

This Agreement does not apply to work which is performed by the Employer in the Employer's facilities.

### **2.06**

This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to employees above the rank of General Foreperson.

### **2.07**

When a tool crib is established by an Employer on a job on which their work is predominantly Boilermaker jurisdiction, and an attendant is required, they shall be a member of the Union. The necessity of a tool crib and/or an attendant will be determined by the Employer.

### **2.08**

The Union and Employer agree that Union members above the rank of General Foreperson 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 Plan (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).

## **ARTICLE 3.00 – MANAGEMENT RIGHTS**

### **3.01**

It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

### **3.02**

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.

### **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.

### **3.04**

Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

### **3.05**

The selection and appointment of General Foreperson, Foreperson, and Assistant Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson, Foreperson and Assistant Foreperson is the sole responsibility of the Employer.

### **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.

### **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 an eighty (80) kilometre radius from the project site for at least six (6) months immediately preceding the date of hire. An employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a worker generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer.

### **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 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.

Subject to the following scenarios the Contractor will be afforded a maximum of three (3) crews with a working Foreperson:

1. Contractor has multiple PO's or contracts on a given large site.
2. Each PO/contract is separate and stand alone.
3. Work scopes with separate customer PM.
4. Work scope with separate site contractor PM

When the Employer places an order for workers and there will be working Forepersons, the Employer will provide a job number for each crew with a working Foreperson.

- 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.
- 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”.

## **ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION**

### **4.01**

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 they 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.”

### **4.02**

The Union agrees to furnish competent available workers to the Employer on request, provided however, that the Employer has the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of their membership in the Union or their participation in its lawful activities. The Company will provide written response to the Local Union upon refusal to hire.

The Parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The Parties will make every effort to provide the necessary training and education programs and will encourage full participation.

### **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.

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

#### **4.04**

After the Employer has requested the Union office to furnish workers to perform work within the scope of this Agreement, and the required number of workers are not furnished:

- a) within two (2) working days in cities in which the Local Lodge maintains its Head Office, from that area;
- b) within three (3) working days in other areas; after the date for which the workers are requested, the Employer shall have the right to procure and retain until layoff the required number of workers from other available sources, provided that the Employer shall notify the Union office when exercising this right.

Such workers obtained from other available sources shall be required by the Employer to apply to join the Union not later than fifteen (15) days after hiring. The Union shall admit such applicants to membership providing they are qualified, and except for just and sufficient cause.

#### **4.05**

In Lodge areas having multiple work areas by virtue of Out-of-Work Lists, before transferring employees to a job in another work area, the Employer must first notify and discuss the job requirements with the Business Manager/Secretary-Treasurer or the Assistant Business Manager under whose jurisdiction that job lies.

#### **4.06**

Upon receipt of authorization from the employee, the Employer shall deduct from all employees coming within the scope of this Agreement:

- a) From the first pay period of each month, monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work.
- b) From each pay period, Union Dues in the percentage of gross hourly wages or other amount as may be designated by the Local Lodge under whose jurisdiction the Employer is performing work.

The above deductions must be mailed no later than the 15th of the following month, to the Business Manager/Secretary-Treasurer of the Local Lodge under whose jurisdiction the Employer is performing work.

Each remittance shall be accompanied by a list showing the names and Social Insurance Number (provided the number is supplied by the Union on its referral form) of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the field dues in (b), the figure on which the deduction was based.

Any change in wage schedules or contributions (excluding dues) shall be provided to the BCA in writing from the applicable Local and/or the Administrator of IBB benefits sixty (60) days in advance of the proposed change.

For greater certainty, there will be a maximum of two (2) wage schedule or contribution changes during a calendar year.



#### **4.07**

The Union will hold the Employer harmless from all liabilities and claims by employees, Union or its agents other than prompt collection and transmittal of authorized deductions.

#### **4.08**

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- a) the non-members;
- b) the travel card members from other Local Lodges; and
- c) the members of the Local Lodge in whose jurisdiction the work is being performed.

Except that:

- (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
- (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

#### **4.09**

The Employer will notify the Union of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

#### **4.10**

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 and the Saskatchewan Human Rights Code. Any such alleged discrimination will be processed under the grievance procedure in this Agreement.

### **ARTICLE 5.00 – NO STRIKES OR LOCKOUTS**

#### **5.01**

There shall be no lockout by the Company, and no work stoppages by the Union. In the event that local Agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

- a) Should work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate, whichever is the earlier.
- b) Should no work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new Agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

It is agreed that the workforce in effect on any site will not be employed on work that is affected as a result of an A.F.L.-C.I.O. Building Trades construction strike or lockout.

#### **5.02**

The Employer agrees that it will not cause or direct any lockout of employees.

## **ARTICLE 6.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

### **6.01**

All work shall be performed, and equipment operated, according to accepted safety conditions which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to Employer Regulations. Fresh, safe, cool drinking water and sanitary cups shall be furnished to the employees. Drinking water shall be either commercially bottled water or shall be water purified through reverse osmosis.

### **6.02**

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided. The Contractor will advise the Union when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed \$400.00.

### **6.03**

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.

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.

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.

#### **6.04**

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the Parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Business Manager/Secretary-Treasurer, prior to starting the job.

#### **6.05**

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise they will assist employees in starting their vehicles if required due to cold weather.

#### **6.06**

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, Quantitative Respirator Fit tested and Aerial Work Platform Theory Training. Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Alive.

Cost to be absorbed by the current Job Ready Dispatch funding of \$0.46. In the first quarter of 2025, the Local 555 Training Trust Fund Trustees will review the cost impact of Job Ready Dispatch Training and make recommendation if additional contributions are required to continue to deliver the Employer requested Job Ready Dispatch Training.

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.

For employees who are required to complete Employer and/or Owner online orientation and/or applicable on-boarding, the Employer shall determine a reasonable amount of time to complete the online orientation and/or applicable on-boarding and the Employee shall be paid for completing the online course(s) equal to the time determined.

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.

#### **6.07**

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.

#### **6.08**

The Parties agree to adopt the May 1, 2023 Version 6.1 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule. Adoption of Version 6.1 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under

the Manitoba and Saskatchewan Human Rights Code and/or the Canadian Charter of Rights and Freedoms.

Individuals in Saskatchewan doing pre-access Alcohol and Drug (A&D) testing shall be paid two (2) hours.

## **ARTICLE 7.00 – WELDING TESTS**

### **7.01**

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 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.

### **7.02**

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

### **7.03**

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travelling time, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

### **7.04**

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

### **7.05**

Where a welder is to take an official Provincial test on which the issuance or re-issuance of their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

## **7.06**

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 7.00.

## **7.07**

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 7.00.

## **ARTICLE 8.00 – ACCESS TO JOBS**

### **8.01**

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior Representative and does not cause employees to neglect their work.

## **ARTICLE 9.00 – STEWARDS**

### **9.01**

On all jobs, the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working Journeyperson employees.

In all Provinces, where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

### **9.02**

It will be their duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

### **9.03**

The Steward shall be retained until the end of the job, provided there is work available for which they are qualified; otherwise the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will be notified in time to appoint a successor.

### **9.04**

Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

## **9.05**

The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, they shall be included in such required overtime or bad weather working time.

## **ARTICLE 10.00 – GRIEVANCE PROCEDURE**

### **10.01**

It is the mutual desire of the Parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreperson or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

### **10.02**

Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

### **10.03**

If a complaint is not settled in accordance with 10.01 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

### **10.04**

After receipt of the grievance, the Employer shall give their reply in writing to the Business Manager/Secretary-Treasurer within ten (10) working days. If the matter is still not resolved then the Business Manager/Secretary-Treasurer or their Assistant shall advise the Employer within ten (10) working days.

### **10.05**

Within ten (10) working days of receipt of notification from the Business Manager/Secretary-Treasurer in 10.04, the grievance shall be discussed at a meeting between the Business Manager/Secretary-Treasurer or their Assistant and a Representative of the Employer. After this meeting, the Employer shall give their answer to the Business Manager/Secretary-Treasurer in writing within ten (10) working days.

### **10.06**

If the Employer's answer in 10.05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or their designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 10.07.

### **10.07**

Before proceeding to Arbitration, the Parties shall advise an authorized Representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Vice-President or their representative and an authorized Representative of the Boilermaker Contractors' Association

in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of the referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

Prior to advancing to Arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to Arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.

#### **10.08**

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

#### **10.09**

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 10.04 and if the matter is not resolved within the steps and time limits outlined in 10.04 and 10.05, then the request for Arbitration may be initiated at this point by either party.

### **ARTICLE 11.00 – EMPLOYER, UNION GRIEVANCES**

#### **11.01**

It is understood that the Employer or the Boilermaker Contractors' Association may bring a complaint or a 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 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.

#### **11.02**

After receipt of the grievance, the Business Manager/Secretary-Treasurer or Employer shall give their reply in writing to the Employer or Business Manager/Secretary-Treasurer within ten (10) working days.

#### **11.03**

If the Business Manager/Secretary-Treasurer's or Employer's answer in 11.02 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or their designated

Representative, and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next steps as outlined in 11.04.

#### **11.04**

Before proceeding to Arbitration, the Parties shall advise an authorized Representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Vice-President or their representative and an authorized Employer Representative, and an authorized Representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

Prior to advancing to Arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to Arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.

#### **11.05**

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

### **ARTICLE 12.00 – ARBITRATION**

#### **12.01**

Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon and any cost for the third party shall be shared equally between the parties. The intent of the foregoing is for the parties to attempt to resolve a dispute prior to advancing to arbitration. For greater certainty, this step does not negate either parties ability to advance a dispute to arbitration in the event the dispute remains unresolved.

The Parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure as outlined in Articles 10.00 or 11.00, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of Articles 10.07 or 11.04 as applicable.

#### **12.02**

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.



### **12.03**

Both Parties shall share equally the expenses and fees of the Arbitrator.

### **12.04**

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.

### **12.05**

The decision of the Arbitrator shall be final and binding upon the Parties hereto.

## **ARTICLE 13.00 – HOURS OF WORK**

### **13.01**

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 per day shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day with one-half (½) or one (1) 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/Secretary-Treasurer. 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 times.

### **13.02 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. When working the four (4) day work week and the recognized holiday falls in the work week it will be observed on the day it falls. Work performed on Saturday, Sunday, or Recognized Holidays shall be paid at the applicable overtime premium.

### **13.03**

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.

### **13.04**

An employee shall not be required to work during their regular lunch break except in emergency or special circumstances, in which case, they will receive a re-assigned one-half (½) hour lunch break. If this break falls outside the regular lunch break established on the job, they shall receive an additional allowance of one-half (½) hour of pay at straight time rates which shall be in addition to their regular straight time hours.

### **13.05**

Two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer on each eight (8) hour shift. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour work day is established the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

### **13.06**

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, both paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. A change in the scheduling of a break will normally be communicated to the affected employees prior to the end of the work cycle before the change.

When working twelve (12) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three (3) breaks of one-half (½) hour each, paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift.

For greater certainty, on site for twelve (12) hours, paid for twelve (12) hours at the applicable rate.

## **ARTICLE 14.00 – SHIFT WORK**

### **14.01**

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.

### **14.02**

For the purpose of defining the shifts, the 1<sup>st</sup> 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 2<sup>nd</sup> shift shall be the afternoon shift and shall follow the 1<sup>st</sup> shift. The 3<sup>rd</sup> shift shall be the night shift and shall follow the 2<sup>nd</sup> shift. 2<sup>nd</sup> and 3<sup>rd</sup> shifts shall commence

not later than one (1) hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

#### **14.03**

A shift premium shall apply on all hours worked on 2<sup>nd</sup> and 3<sup>rd</sup> shifts at the rates as set out in the Wage and Benefit Schedule.

#### **14.04**

When an employee is required to return to work without an eight (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.

#### **14.05**

The Union agrees to discuss the flexibility and options of shift schedules as brought forward at the request of the Contractor/Owner. No such changes will be implemented without the mutual consent of both Parties. Any and all other Articles, Terms and Conditions shall apply.

### **ARTICLE 15.00 – OVERTIME**

#### **15.01**

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. Double (2) time will be paid after ten (10) hours worked.

Employees working on a Saturday shall be paid an overtime rate at time and one-half (1 ½) the regular rate of pay. Double (2) time will be paid after ten (10) hours worked.

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

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

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.

**(5x8's)**

<b>Day</b>	<b>Straight Time</b>	<b>Time and One Half</b>	<b>Double Time</b>
Monday	8 Hours	Up to 2 Hours	After 10 Hours
Tuesday	8 Hours	Up to 2 Hours	After 10 Hours
Wednesday	8 Hours	Up to 2 Hours	After 10 Hours
Thursday	8 Hours	Up to 2 Hours	After 10 Hours
Friday	8 Hours	Up to 2 Hours	After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

**(4x10's Monday to Thursday)**

<b>Day</b>	<b>Straight Time</b>	<b>Time and One Half</b>	<b>Double Time</b>
Monday	10 Hours		After 10 Hours
Tuesday	10 Hours		After 10 Hours
Wednesday	10 Hours		After 10 Hours
Thursday	10 Hours		After 10 Hours
Friday		Up to 10 Hours	After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

**(4x10's Tuesday to Friday)**

<b>Day</b>	<b>Straight Time</b>	<b>Time and One Half</b>	<b>Double Time</b>
Monday		Up to 10 Hours	After 10 Hours
Tuesday	10 Hours		After 10 Hours
Wednesday	10 Hours		After 10 Hours
Thursday	10 Hours		After 10 Hours
Friday	10 Hours		After 10 Hours
Saturday		Up to 10 Hours	After 10 Hours
Sunday			All Hours
Holiday			All Hours

**15.02**

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

conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager/Secretary-Treasurer or their Designate and the Employer prior to the commencement of the job.

On unscheduled overtime where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$30.00 plus one-half (½) 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 Foreperson or General Foreperson is required to:

- a. Start up to one (1) hour earlier, or
  - b. Finish up to one (1) hour later, or
  - c. Start up to one-half (½) hour earlier and finish up to one-half (½) hour later than the Foreperson's or General Foreperson's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 15.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the Foreperson or General Foreperson works more than twelve (12) hours.
- 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 16.00 – RECOGNIZED HOLIDAYS**

### **16.01**

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 17.00; daily travel time per Article 18.01 (where applicable), and travel time per Article 18.02 (where applicable).

### **16.02**

The following Recognized Holidays are observed by this Agreement:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	National Day for Truth and Reconciliation
Remembrance Day	Thanksgiving Day
Boxing Day	Christmas Day

And any other Holiday(s) that may be proclaimed by Provincial Governments during the life of this Agreement. Should the Provincial government proclaim another Statutory Holiday, Parties to the agreement will meet to determine the new holiday's application for observance.

### **16.03**

In addition to 16.02, the following Recognized Holidays as observed in the respective Provinces:

#### **Saskatchewan**

Family Day, Saskatchewan Day

#### **Manitoba**

Louis Riel Day, Terry Fox Day

### **16.04**

Double (2) time shall be paid for hours worked on the Holidays recognized in this Agreement.

### **16.05**

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 scheduled work days will be observed as Christmas Day and Boxing Day.

The National Day of Truth and Reconciliation shall be observed on the day it falls and will not be moved for observance when the holiday falls outside of an employee's regular work week.

#### Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (Client, multi- Employer) observance on maintenance sites the Employer may make a request to the Union fourteen (14) days in advance of the holiday to establish another day to be observed other than those noted above.

## **ARTICLE 17.00 – WAITING AND REPORTING TIME**

### **17.01**

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, they shall be entitled to three (3) hours of pay, plus subsistence if applicable, in the Provinces of Manitoba and Saskatchewan for each of the first two (2) regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (8) hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 18.01 (c) shall govern.

### **17.02**

#### a) **Inclement Weather:**

In the Provinces of Manitoba and Saskatchewan when an employee reports to work and cannot work because of inclement weather they shall be paid three (3) 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, they shall be paid for the actual time worked. In no case shall an employee receive less than three (3) hours of pay in the Provinces of Manitoba and Saskatchewan.

#### b) **Work Not Available:**

In the Provinces of Manitoba and Saskatchewan 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 of work, they shall be paid three (3) hours of reporting time and allowed to leave the job immediately.

c) In the Provinces of Manitoba and Saskatchewan 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 three (3) hours of 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.

### **17.03**

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

### **17.04**

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

### 17.05

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 their option, be entitled to a layoff, however, this does not pertain to the normal Christmas break (i.e. 2 weeks).

### 17.06

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

### 17.07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue work, they 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, they 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 18.00 – TRAVELLING EXPENSES

### 18.01

- a) A thirty-two (32) kilometre radius around the City Hall of Winnipeg in Manitoba, and the City Halls of Regina and Saskatoon in Saskatchewan shall comprise a free zone.
- b) **Daily Travel:**  
On those projects that are located within the thirty-two (32) kilometre radius to one hundred (100) kilometre radius from the City Hall of Winnipeg in Manitoba and the City Halls of Regina and Saskatoon in Saskatchewan, 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 kilometre radius for each day worked or reported for work, from the thirty-two (32) kilometre radius to the project and return.
- c) **Initial and Terminal Travel:**  
Notwithstanding Article 18.02, for purposes of initial and terminal transportation expenses, on those projects over a one hundred (100) kilometre radius from the City Hall of Winnipeg in Manitoba, and the City Hall of Regina in Saskatchewan, the Employer shall pay a transportation rate as set out in the Wage and Benefit Schedule per kilometre radius from the edge of the thirty-two (32) 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.

When one hundred and twenty (120) radius kilometers or more from the City Hall of Winnipeg in Manitoba and the City Hall of Regina in Saskatchewan, the initial and terminal travel will be paid as follows:



120 – 200 radius kilometres	\$98.00 each way
200 – 300 radius kilometres	\$139.00 each way
300 – 375 radius kilometres	\$168.00 each way
375 – 475 plus radius kilometres	\$250.00 each way, or actual airfare if suitable proof of air transport is provided.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometres, initial and terminal travel amounts will be mutually agreed to between the Union and the Employer to a maximum of \$330.00 each way or airfare if suitable proof of air transport is provided to the Employer.

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 they have 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 they have 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 they 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 kilometre radius each way to and from the temporary domicile to the project for each day worked or reported for work by the employee. The Pine Falls, Manitoba Pulp and Paper Mill is deemed to be 100.1 kilometre radius from the City Hall of Winnipeg in Manitoba.

- 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 18.01 (c). Local residents shall receive a Daily Travel Allowance as provided for in Article 18.01 (e).
- e) Local residents living beyond a thirty-two (32) kilometre 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 kilometre radius each way from and to the edge of the thirty-two (32) kilometre 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, their 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.
- g) Reference should be made to Articles 19.01 (d) regarding lodging only for Saskatoon non-resident employees.
- h) Air Transportation: initial, terminal, and rotational transportation notwithstanding any other provision of this Agreement, when the Employer supplies air transportation to remote Northern projects, the Parties will establish a mutual agreement for the transportation terms and conditions for that project.

## **18.02**

When an employee is instructed to report to, or leaves a job location which necessitates transportation they shall be entitled to the transportation expense(s) as set out in either Article 18.01, dependant on where the jobsite is located.

If location and circumstances require the employee to travel overnight or on the day(s) preceding their first working day, the travel expense shall include a subsistence allowance in accordance with Article 19.00 of this Agreement for such preceding day(s).

Transportation costs will normally be based on the employee using their own automobile. They shall receive transportation costs at the rate set out in the Wage and Benefit Schedule per kilometre (radius).

When an employee leaves a job on which they have been entitled to subsistence allowance, their return travel expense shall also include a subsistence allowance in accordance with Article 19.00 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 19.00.

The employee's entitlement to the foregoing travel expense shall be subject to the conditions in Articles 18.03 to 18.04 inclusive.

## **18.03**

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

## **18.04**

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

## **18.05**

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

## **ARTICLE 19.00 – SUBSISTENCE ALLOWANCE**

If an employee chooses to leave before the completion of the shift without the consent of the employer they will not be entitled to subsistence allowance for that 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 Employer 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.

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.

The Boilermaker Contractors' Association has established guidelines for what constitutes a verifiable receipt. See Attachment "Acceptable Receipt for Subsistence Reimbursement" at the end of the Collective Agreement.

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

## **19.01**

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 in Manitoba and the City Hall of Regina in Saskatchewan, the Employer will provide subsistence allowance in the amount specified in the Wage and Benefit Schedule for the respective Province 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. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.
- 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).
- d) Although the City of Saskatoon is a free zone, (except for local residents), the Employer and the Business Manager/Secretary-Treasurer shall establish a mutually agreed fixed lodging allowance.
- e) In order to qualify for the subsistence allowance under Article 19.01, the member will have to supply the following information at the time of hire.

One (1) of the following pieces of information: Property Tax Assessment, Utility Bill/Home Telephone Statement, Rental Agreement (Tenancy Lease), Work Visa/Work Permit.

Plus one (1) of the following recent pieces of information: Driver's Licence/Vehicle Registration or Pink Card, CRA Taxpayer's Notice of Assessment/Service Canada documents, Rental or Home Owners Contents Insurance Policy.

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.

#### **19.02**

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

- a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they 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 workers 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 workers 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 they are required to maintain temporary living quarters away from their permanent residence.

#### **19.03**

The amount of the subsistence allowance and effective dates of changes are set out in the Wage and Benefit Schedule. The subsistence amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the CLR reference agreements.

#### **19.04**

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 driers provided on camp jobs.

#### **19.05**

Subject to Articles 19.01 and 19.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 19.01 and 19.02, 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, they 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, they 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, they 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.

#### **19.06**

Subject to Article 19.05 on a 4/10 work cycle, the member will be paid four (4) days subsistence, provided they work all of their shifts. In the event a member is absent without the consent of the Contractor, they will only be paid for the days worked. To be compensated for the 5th day of subsistence on a 4/10 work cycle, the member must provide a receipt in accordance with Letter #3 – Acceptable Receipt for Subsistence Reimbursement.

### **ARTICLE 20.00 – VACATION WITH PAY**

#### **20.01**

Each employee shall receive a vacation allowance on their gross wages in accordance with the Wage and Benefit schedule as set out in the local area Construction Agreement.

#### **20.02**

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; waiting and reporting time and travel time where applicable.

### **ARTICLE 21.00 – PAY DAY**

#### **21.01**

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

#### **21.02**

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 direct deposit all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment must be filed electronically through the ROE website) within five (5) calendar days after the end of the final pay period. When electronic deposits are made, the final deposit and other termination documentation must be made by the next applicable pay period 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.

### **21.03**

When an employee quits of their own volition, the Employer shall direct deposit all monies owing on the regular payday applicable to the period worked. The Record of Employment must be filed electronically within five (5) calendar days after the end of the final pay period.

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.

### **21.04**

If on an employee's weekly paycheque they are shorted pay, the employee is required to notify the Employer immediately in writing. The Employer shall provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after receiving the notification of the shortage in writing.

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.

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.

### **21.05**

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. The Employer has the option to use electronic pay stubs. Final payment and Record of Employment (ROE) may also be completed electronically. In the case of electronic pay records, printed pay records shall be issued for each pay period for employees who do not have the capability to access such electronic records. Upon request, a printed record of employment shall be issued to the employee.

## **ARTICLE 22.00 – WAGES**

### **22.01**

Any and all funds referenced in the area Construction Labour Agreement shall be paid in accordance with the said Labour Agreement. This would include but not be limited to pension funds, health and welfare funds, Apprentice training funds, and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications except where existing Maintenance Agreements exist such as and limited to the SaskPower Maintenance Agreement and the Husky Bi-Provincial Upgrader Maintenance Agreement. Additionally, a \$0.75 per hour wage reduction on the applicable base rate will apply to work performed under these terms and conditions.

## **ARTICLE 23.00 – PROVINCIAL AND FEDERAL LAWS**

### **23.01**

In the event any provision of this Agreement is in conflict with Provincial Statutes (or other areas where the Provincial Statutes are not applicable), the Parties agree to renegotiate such provisions for the purpose of making it conform to such Provincial Statutes where required, however, all other provisions of this Agreement shall remain in force.

### **23.02**

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

## **ARTICLE 24.00 – NON-DESTRUCTIVE TESTING**

### **24.01**

Where the member Company is responsible for and has control over non-destructive testing and sublets such work on a construction project, this work shall be performed by a Contractor in agreement with the Boilermaker Union or the Quality Control Council of Canada.

## **ARTICLE 25.00 – PARTICIPATION AGREEMENT**

### **25.01**

All Employers employing workers under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to HealthPlan , and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health Plan have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

### **25.02**

The Employer's liability hereunder to any and all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this Agreement, and any consequences arising out of such failure to remit, in accordance with the terms of the Collective Agreement.

## **ARTICLE 26.00 – TANK WORK EMPLOYERS**

### **26.01**

The Union and Employers agree to comply with the letter dated June 7, 2023 relating to the performance of tank work (See Letter No. 2).

## **ARTICLE 27.00 – ADMINISTRATION OF AGREEMENT**

### **27.01**

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.

### **27.02**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the Appendices attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate.

## **ARTICLE 28.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

### **28.01**

This Agreement shall become effective on the second Sunday following signing (July 9, 2023) and will remain in effect until October 31, 2027 and from year to year thereafter unless written notice to terminate or amend the Agreement is filed by either Party at least ninety (90) days prior to the expiration date.

## **ARTICLE 29.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS**

### **29.01**

The collection and submission of Union Dues and the submission of all other contributions as specified in the local area Construction Agreement are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The Parties to the Agreement may impose penalties which could include:

- a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the Parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the Parties initiate collection proceedings, the Employer shall bear all the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.



- b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

**29.02**

All submissions must be accompanied by a list showing each employee's name (and Social Insurance Number, provided the Union supplies it on their referral slip) and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

**29.03**

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

**29.04**

Submissions must be mailed no later than the 15th of the following month.

**ARTICLE 30.00 – ENABLING CLAUSE**

**30.01**

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or Arbitration.

The Union and the Boilermaker Contractors' Association will not unreasonably deny an enabling request, when a non-union or alternate union contractor is bidding the same scope of work. The document titled Procedure to Enable BCA and IBB Collective Bargaining Agreement (CBA), Rev. May 2023 shall be adhered to.

Dated this 7<sup>th</sup> day of June, 2023.

**FOR THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON  
SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS:**

SIGNATURE ON FILE

---

ARNIE STADNICK  
International Representative

**FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:**

SIGNATURE ON FILE

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MARTY ALBRIGHT  
Director of Labour Relations

SIGNATURE ON FILE

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GLENN TARDIF  
Chair, Board of Directors

**LETTER #1**  
**CLARIFICATION OF CRAFT JURISDICTION**  
**(REFERRED TO IN ARTICLE 2.00)**

The Boilermakers' jurisdiction shall include installations such as, but not limited to, all types of Power Plants, Heavy Water Plants, Chemical Plants, Paper Mills, Oil Refineries, Cement Plants, Atomic Plants, Steel Mills, and all other manufacturing and industrial plants, including institutions and commercial buildings where Boilermaker work is being installed.

The Boilermakers' jurisdiction shall include but not be limited to, the construction and erection and assembling of all boilers, parts, and working connections therewith, including boiler fronts, heat units, water walls, tube supports and casing, and steam drums. All connections between the boiler and stack (commonly known as breeching) built of sheet steel or iron, supports for the same, uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts.

Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats, water tower, all iron and steel pipe, fin fan coolers, penstocks, scroll casings and flume work, gates, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joints, including tanks of riveted, caulked or welded construction in connection with swimming pools.

The following work in and around blast furnaces and rolling mills viz. hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work. Gasometers, including all frame work in connection with same.

All iron or steel stacks in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants and all extensions or repairs of such stacks such as, stack liner and flu's shall be done by Boilermakers.

The erection of all rods or other steel members, attached to the building structure and used for the purpose of supporting tubes and other Boilermaker work, shall be performed by the Boilermakers.

The erection and repair of blast furnaces, including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, oftakes-uptakes, downcomers and attached wearing plates, bleeder pipe, valves and stack, bosh band, dust catcher, hot blast stoves, hot blast valves and castings, gas washer, gas mains, gas precipitators, cold blast main and mixer lines, stove stacks, dust legs, hot ladle cars, supports for main top furnace platform which weld or rivet to shell, stock line brackets and abrasion or wearing plates, tuyere stocks.

The Boilermakers shall also erect catwalks, platforms, stairways and ladders erected on storage tanks for liquid, gas processing tank, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

Catwalks, platforms, stairways and ladders supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power

plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by mode or method, shall be performed by the Boilermakers.

Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fuelling machines, blowout panels, steam generators, all components parts of atomic reactors, cookers, dump tanks and the thermal biological shield plate or tubes, airlocks, pressure relief ducts, all protective radiation liners, end shield rings, hot and cold headers, feeder tubes and all other work and equipment historically performed by Boilermakers.

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer, K.O. drums, stabilizers, steam drums (all), platform charger heater, feed drums, fractionators, It. dist. stripper, fract. OWHD receiver, (H<sub>2</sub>S) absorbers, additive drum, hydrocyclones, atmospheric columns, strippers (gas & coil), desalters, flash-drums, debutanizers, desohezanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerators, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporators, demisters, drums, furnaces, headboxes, crushers, centrifuges, feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixer, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionater, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyrdigester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers. In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers even though a change in material has occurred.

**LETTER #2**  
**Letter of Understanding**  
**Between**  
**Boilermakers Contractors' Association**  
**And**  
**The International Brotherhood of Boilermakers**

**Tank Work Employers Letter (Referred To In Article 26.00)**

Because of the nature and requirements of the work, the Union and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Union as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Union has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding manpower requirements.

The Employer with mutual agreement with the Local Business Manager will be permitted to select from any Out of Work List one (1) member for each of the following classifications: foreperson, fitter, welder, automatic operator (if required), Welder Vertimatic Operator, welding supervisor (if required) for every New Project.

If the Local does not have experienced Automatic Vertical Welder operators, Automatic Girth Welder operators or Down Flat Welding Machine operators, the employer is able to bring in from other Locals. Notwithstanding, the Employer will make every reasonable effort to train Local members on automatic welding equipment where feasible.

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 three (3) 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 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, they shall be paid three (3) 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 three (3) hours pay.

- (d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- (e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

**Date: June 7, 2023**

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

**SIGNED ON BEHALF OF:  
INTERNATIONAL  
BROTHERHOOD OF  
BOILERMAKERS**

SIGNATURE ON FILE

\_\_\_\_\_  
**Marty Albright  
Director of Labour Relations**

SIGNATURE ON FILE

\_\_\_\_\_  
**Arnie Stadnick  
International Vice President**

SIGNATURE ON FILE

\_\_\_\_\_  
**Glenn Tardif  
Chair, Board of Directors**

**LETTER #3**  
**ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT**

During the recent 2010 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.

<b>Date of Receipt: September 1, 2010</b>	
<b>Name of Establishment:</b>	<b>ABC Motels and Lodging (Company letterhead/Registered) B&amp;B or Relative (non-registered) – Contact Name – Tom Jones</b>
<b>Full Address of Establishment:</b>	<b>111 Any Street, Anywhere, Canada</b>
<b>Phone Number:</b>	<b>(999)-222-1234</b>
<b>Employee's Full Name:</b>	<b>John Smith</b>
<b>Reason for Cost (including date(s)):</b>	<b>One night accommodation on August 31, 2010</b>
<b>Total Amount Paid:</b>	<b>\$00.00</b>

**LETTER #4  
LETTER OF UNDERSTANDING  
BETWEEN  
BOILERMAKER CONTRACTORS' ASSOCIATION AND  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS**

**Re: Online Portal for Employers to Access Job Ready Dispatch Core Training Records**

The IBB commits to creating an online portal to house the Job Ready Dispatch (“JRD”) core training records listed under Article 6.06 to provide employers with the ability to access and download the records to make it easier for employers to complete the necessary health and safety due diligence before permitting the employee to start work, and to comply with the requirements set out in the Occupational Health and Safety Act and its regulations.

The IBB and its Lodge 555 further commits to have the above-mentioned online portal for employers to access employee JRD core training records developed and implemented by July 1<sup>st</sup>, 2023.

Dated: June 7, 2023

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

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

SIGNATURE ON FILE

SIGNATURE ON FILE

\_\_\_\_\_  
**Marty Albright  
Director of Labour Relations**

\_\_\_\_\_  
**Arnie Stadnick  
International Vice President**

SIGNATURE ON FILE

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**Glenn Tardif  
Chair, Board of Directors**



**LETTER #5**  
**Audiometric Testing – Implementation Plan**  
**Re: Boilermaker Audiometric Testing Program**

As part of an overall comprehensive noise management program, Local 555 promotes audiometric testing to assist in determining the effectiveness of employer hearing conservation programs. With an emphasis on education and prevention of noise induced hearing loss the Boilermaker Audiometric Testing program provides an industry wide approach address the overall health of the membership.

In 2018 and 2019 Local 555 realized significant increase of audiometric tested members. The impact of the pandemic resulted in the program and its use being interrupted. To rejuvenate the use of the program interrupted

The implementation plan for Boilermakers Local 555 to include the following:

- Lodge 555 will communicate to all members the details and benefits of our audiometric testing program.
- Such communications will include contact details for hearing testing locations and the expressed requirements to complete Audio-Metric testing as per Article 6.06.
- All apprentices (including pre-apprentices) will undergo audiometric testing on an annual basis.
- Lodge 555 will arrange for mobile testing units to attend and administer testing at functions such as:
  - Union meetings
  - CWB testing days
  - Social events
  - Golf tournaments
  - Fishing derbies
  - And other functions that may provide and promote great testing throughout the membership.
- Metrics will be regularly monitored and promotion strategies adjust to consistently increase numbers of members being tested and documented.

**Addendum for Long Term Maintenance**  
as Defined Herein

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 SASKATCHEWAN  
*(hereinafter referred to as the "Local Lodge")*

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION  
*On behalf of all its participating member companies and those contractors who are certified to and/or voluntary recognize Boilermakers Local Lodge 555 hereinafter referred to as the "Employer")*

Including  
The Boilermaker Contractors' Association of Saskatchewan

The Addendum for Long Term Maintenance is entered into the 7<sup>th</sup> day of June 2023 by and between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge 555 and the Boilermaker Contractors' Association of Saskatchewan covering long term maintenance at the following sites:

**AKZO NOBEL CHEMICALS LTD.**

Saskatoon, Saskatchewan

**MOSAIC CANADA GROUP OF PLANT SITES**

Belle Plaine, Saskatchewan

Colonsay, Saskatchewan

Esterhazy, Saskatchewan

**YARA BELLE PLAINE INC.**

Belle Plaine, Saskatchewan

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## **ARTICLE 1.000 - APPLICATION OF ADDENDUM FOR LONG TERM MAINTENANCE**

This Addendum for Long Term Maintenance shall not be applicable for "shutdown" or "turnaround" work except when such work is performed within the scope of full or year-round supplementary maintenance contracts.

In order to implement this restriction, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the Project Agreement but existing plants employing this service must have been under contract for full or year-round supplementary Maintenance service for at least four months prior to commencement of the shutdown/ turnaround or such work shall be performed under the terms of the Maintenance Agreement.

Should the contract for full or year-round supplementary maintenance be terminated during the term of this Addendum for Long Term Maintenance for any of the projects listed, this Addendum for Long Term Maintenance shall be considered null and void as it applies to that project or projects.

Any company desiring to perform maintenance under long term provisions attached hereto must present written evidence of the owner's intent to engage that company in the performance of maintenance services for a minimum period of one full year.

## **ARTICLE 2.000 - SCOPE OF WORK**

The scope of this Agreement covers all work of a maintenance, repair and renovation nature, assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement, within the limits of the Owner's plant site.

The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.

The Unions and the Company understand that the Owner may, at his discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his plant.

## **ARTICLE 3.000 - DEFINITIONS**

Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.

"Long-Term Maintenance" shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property exclusive of "Short-Term Maintenance" defined below.

The Company will designate the anticipated number of Long-Term Maintenance force job openings at the pre-job meeting and from time to time as job conditions warrant.

"Short-Term Maintenance" work means work that is terminated within 30 available days of work.

All work performed by the Company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.

Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

The word "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.

The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

#### **ARTICLE 4.000 – CALL-IN**

Conditions for Call Ins of employees will be as follows:

- 4.100            When an employee is called in to work he shall be paid a minimum of three (3) hours pay at double (2) the basic hourly rate along with one (1) hour straight time. The one (1) hour will be paid for each separate call-in to the site.
- 4.200            Employees will receive a minimum of three (3) hours pay plus the one (1) hour straight time payment for all Call Ins regardless of time or duration except that total call in pay within a given 8 hour period will not exceed normal overtime pay for that 8 hour period.
- 4.300            "Call In" pay will be applicable to each call extended to an employee except that total call in pay within a given eight hour period shall not exceed normal overtime pay for that period.
- 4.400            Call Ins which immediately precede and become continuous with regular work day will be paid as follows:
  - (i)            Minimum of two and one half (2½) hours at double the basic rate.
  - (ii)           Overtime rate for any hours worked in excess of two and one half (2½) hours up to starting time of employee's regular work day.

(iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.

4.500 (i) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report early for succeeding shift or work day, such work is not considered "Call-In", but will be paid at the applicable overtime rate without regard to minimum pay.

(ii) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid the minimum payment noted in Article 4.100.

4.600 It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

4.700 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.

4.800 If an employee stops work for reasons of his own, and without the approval of the Company, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

#### **ARTICLE 5.000 - TRAVEL**

5.100 During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.

#### **ARTICLE 6.000 – MIXED CREWS**

6.100 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Company in every respect in order that the work be conducted in a most expedient manner.

6.200 In the event that an emergency arises which would not warrant the "Call In" of other tradesmen or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.

6.300 Conditions for emergency work are as follows:

6.301 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force signatory to

this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.

- 6.302 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.
- 6.303 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

#### **ARTICLE 7.000 - BOOT ALLOWANCE**

Employees with 12 months of service will be provided a boot allowance of \$185.00 annually.

No allowance will be paid without proof of purchase of acceptable work boots.

#### **ARTICLE 8.000 – PLACEHOLDER**

The parties are to review and discuss changes to the Saskatchewan General Presidents Maintenance Agreement once they are published, with the objective of aligning with the trades participating in the GPMA, where practical.

#### **ARTICLE 9.000 – WAGES AND WORKING CONDITIONS**

With the exception of Articles and Appendix “A” and “B” contained herein, the preceding IBB Local 555/BCA maintenance agreement shall govern all wages and working conditions.



Dated the 7<sup>th</sup> day of June, 2023

FOR THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

SIGNATURE ON FILE

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Arnie Stadnick  
International Vice President

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION

SIGNATURE ON FILE

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Marty Albright  
Director of Labour Relations

SIGNATURE ON FILE

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Glenn Tardif  
Director of Labour Relations

## **APPENDIX “A” - COMPRESSED WORK WEEK SCHEDULES**

### **I. SCHEDULE 'A'**

- (a) Straight days
- (b) Forty (40) hours
- (c) Number of hours on shift 40
- (d) Number of cycles per year 52
- (e) Number of Hours per cycle 40
- (f) Number of hours on shift per year 2080
- (g) Number of overtime hours per year 0

### **II.SCHEDULE 'B'**

- (a) Straight days
- (b) Fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 104

## APPENDIX “B” - 9/80 WORK WEEK SCHEDULE ALTERATION

The following work week is approved as an option to the existing work week provisions. The work week averages to 40 hours straight time over a two week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in major shutdown situations.

Employees working the 9/80 schedule and assigned to work overtime on an integrated basis with Owner employees will have the time of their overtime meal break harmonized with those in-plant employees they are working with.

### 1) The Work Week

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a scheduled day off.

### 2) Overtime to be Paid as Follows

Week 1 Time and one half (1 ½) for the first two (2) hours worked before or after the regular nine (9) or eight (8) hour work day Monday to Friday and for the first ten (10) hours on Saturday – Double time will be paid thereafter.

Week 2 Time and one half (1 ½) for the first ten (10) hours worked on Saturday and on the scheduled Friday off – All other overtime is double time.

### 3) In Chart Form for Clarity

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Monday
<b>Regular Hours</b>	9	9	9	9	8			9	9	9	9			
<b>Days Off</b>						OFF	OFF					OFF	OFF	OFF
<b>Overtime Payments</b>	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	2 HRS 1 ½	10 HRS 1 ½	DT	DT	DT	DT	DT	10 HRS 1 ½	10 HRS 1 ½	DT
<b>Total Regular Hours</b>	44 HRS							36 HRS						

#### 4) Clarifications

- Total regular hours for a two-week period are 80.
- If a Statutory Holiday falls on a Friday earned day off it will typically be observed on the following Monday, however, the holiday may be observed on the preceding Thursday to align with the client organization. If employees are asked to work on the Monday or Thursday they will be paid at applicable overtime rates.
- It should be noted that employees working more than 10 hours are entitled to an overtime meal and break at the 10 hour mark pursuant to the overtime meal articles in the agreement.
- The modified work schedule will revert to the standard short term conditions herein conditions for major shutdown work.
- If an employee has just completed a 44-hour work week and is transferred to another department that is starting a 44-hour work week, the employee will be paid applicable overtime if they are requested to work the Friday.
- If an employee has just completed a 36-hour work week and is transferred to a department that is starting another 36-hour work week, then only 36 regular hours will be accumulated. There is no commitment to working employee 40 regular hours for this week.
- If employees are transferred to another department mid-week, then their current shift schedule needs to be maintained e.g., 4 x 10 to 9/80, the 4 x 10 schedule would need to be maintained and vice-versa.
- If employees are transferred to an alternate schedule for longer than 1-week duration they will need to be transferred to the new schedule in order to align with current overtime conditions.

## **ADDRESSES**

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

#### **Arnie Stadnick, International Vice-President**

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EMAIL: [ibbadmin@boilermaker.ca](mailto:ibbadmin@boilermaker.ca)

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#### **LODGE 203**

Province of Newfoundland and Labrador

#### **OUT-OF-WORK LIST**

P.O. Box 250

Holyrood, NL A0A 2R0

Telephone: (709) 229-7958

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#### **LODGE 73**

Provinces of Nova Scotia, New Brunswick, and Prince Edward Island

#### **OUT-OF-WORK LIST - NEW BRUNSWICK**

345 King William Rd.

Saint John, NB E2M 7C9

Telephone: (506) 634-7386

Fax: (506) 634-0411

#### **OUT-OF-WORK LIST - NOVA SCOTIA**

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Truro, NS B2N 5A9

Telephone: (902) 897-7306

Fax: (902) 897-7305

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#### **LODGE 271**

Province of Quebec

#### **OUT-OF-WORK LIST - QUEBEC**

1205, boul. St-Jean-Baptiste

Pointe-Aux-Trembles, QC H1B 4A2

Telephone: (514) 327-6135

Fax: (514) 327-7294

**LODGE 128**

Province of Ontario

**OUT-OF-WORK LIST - TORONTO**

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Telephone: (905) 332-0128

Fax: (905) 332-9057

**OUT-OF-WORK LIST - HAMILTON**

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 315-1040

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**OUT-OF-WORK LIST - SARNIA**

128 Business Park Drive

Sarnia, ON N7W 0A3

Telephone: (519) 336-6051

Fax: (519) 336-3252

**OUT-OF-WORK LIST - SUDBURY**

2413 Lasalle Blvd.

Sudbury, ON P3A 2A9

Telephone: (705) 560-0128

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**LODGE 128/555**

Province of Ontario

**OUT-OF-WORK LIST - THUNDER BAY**

878 A Tungsten Street

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Telephone: (807) 623-8186

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**LODGE 555**

Provinces of Manitoba and Saskatchewan

**OUT-OF-WORK LIST - WINNIPEG**

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**OUT-OF-WORK LIST - REGINA**

350 Soloman Drive  
Regina, SK S4N 5A8  
Telephone: (306) 949-4452  
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**LODGE 146**

Province of Alberta

**OUT-OF-WORK LIST - EDMONTON**

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

**OUT-OF-WORK LIST - CALGARY**

11055 – 48 Street, SE  
Calgary, AB T2C 1G8  
Telephone: (403) 253-6976  
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**LODGE 359**

Province of British Columbia

**OUT-OF-WORK LIST - BURNABY**

5510 – 268<sup>th</sup> Street  
Langley, BC V4W 3X4  
Telephone: (778) 369-3590  
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**LODGE 133**

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Edmonton, AB T5K 0B9  
Telephone: (780) 483-0823  
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**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 & Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

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## **BOILERMAKER CONTRACTORS' ASSOCIATION**

### **Sara Scott, Executive Director**

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## NOTES

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# THE BOILERMAKER CODE

I am a Boilermaker.

I am a skilled craftsperson and a team member.

I work for my family, my crew, my union and my employer.

I am part of a Brotherhood with a legacy of more than 130 years.

I honour my mentors, who came before me.

I honour their struggle to give me a union opportunity.

I respect their knowledge, leadership and integrity.

I show up on time and ready to work.

I provide quality work for quality pay.

I honour our negotiated contract and let my stewards  
and union representatives do their jobs.

I am responsible and accountable for my actions.

I do things right the first time.

I am an excellent problem solver.

I am a guest at job sites and conduct myself accordingly.

I am constantly learning and sharing my knowledge.

I always work safely and demand the same from those around me.

I am a guardian of my trade and the union way of life.

**I am a Boilermaker.**