

# ARTICLES OF AGREEMENT

by and between

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

(hereinafter referred to as the "Union")

and

THE BOILERMAKER CONTRACTORS' ASSOCIATION

Including

The Boilermaker Contractors' Association of Alberta  
The Boilermaker Contractors' Association of Saskatchewan  
The Boilermaker Contractors' Association of Manitoba  
The Boilermaker Contractors' Association of Ontario  
The Boilermaker Contractors' Association of New Brunswick  
The Boilermaker Contractors' Association of Nova Scotia  
The Boilermaker Contractors' Association of Prince Edward Island  
The Boilermaker Contractors' Association of Newfoundland & Labrador  
The Boilermaker Contractors' Association of Northwest Territories

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

Effective:     *Master Portion effective August 23, 1998 to  
June 30, 2001*

*See appropriate Appendix for the applicable  
Province to determine Provincial Duration.*

Governing Wages and Working Conditions on all Field  
Construction Work in Alberta, Saskatchewan, Manitoba,  
Ontario, New Brunswick, Nova Scotia, Prince Edward Island,  
Newfoundland and Labrador and the Northwest Territories

**I N D E X**

<b>Article</b>	<b>Page</b>
1:00 PURPOSE	6
2:00 RECOGNITION AND CRAFT JURISDICTION	6
3:00 MANAGEMENT RIGHTS	7
4:00 UNION SECURITY AND DUES COLLECTION	8
5:00 NO STRIKES OR LOCKOUTS	10
6:00 JURISDICTIONAL DISPUTES	10
7:00 WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION	11
8:00 WELDING TESTS	12
9:00 ACCESS TO JOBS	13
10:00 STEWARDS	13
11:00 GRIEVANCE PROCEDURE	14
12:00 EMPLOYER, UNION GRIEVANCES	15
13:00 ARBITRATION	16
14:00 HOURS OF WORK	16
15:00 SHIFT WORK	16
16:00 OVERTIME	16
17:00 RECOGNIZED HOLIDAYS	17
18:00 WAITING AND REPORTING TIME	18
19:00 TRAVELLING EXPENSES	18
20:00 SUBSISTENCE ALLOWANCE	18
21:00 VACATION WITH PAY	18
22:00 PAY DAY	18
23:00 WAGES	19
24:00 PROVINCIAL AND FEDERAL LAWS	19
25:00 BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND (CANADA)	20
26:00 BOILERMAKERS' NATIONAL PENSION FUND (CANADA)	20
27:00 APPRENTICES AND APPRENTICESHIP FUND	21
28:00 EDUCATIONAL TRAINING FUND	22
29:00 EMPLOYERS' RESPONSIBILITY	22
29:02 NON-DESTRUCTIVE TESTING	23
29:03 PARTICIPATION AGREEMENT	23
30:00 TANK WORK EMPLOYERS	23
31:00 ADMINISTRATION OF AGREEMENT	23
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	24
33:00 SUBMISSION OF DUES AND OTHER CONTRIBUTIONS	24
34:00 BUILDING TRADE AND OTHER CONTRIBUTIONS	25
35:00 ENABLING CLAUSE	26
<b>ADDENDUM: CLARIFICATION OF CRAFT JURISDICTION</b>	<b>28</b>
<b>LETTER REFERRED TO IN ARTICLE 29:00</b>	<b>30</b>
<b>LETTER REFERRED TO IN ARTICLE 30:00</b>	<b>32</b>

## APPENDICES INDEX

<b>Article</b>	<b>Page</b>
----------------	-------------

	<b><u>APPENDIX: "A" - ALBERTA AND NORTHWEST TERRITORIES</u></b>	
	WAGE AND BENEFIT SCHEDULE	A - 1
1:00	PURPOSE	A - 2
3:07	LOCAL RESIDENTS	A - 2
14:00	HOURS OF WORK	A - 2
15:00	SHIFT WORK	A - 4
16:00	OVERTIME	A - 5
18:00	WAITING AND REPORTING TIME	A - 5
19:00	TRAVELLING EXPENSES	A - 7
20:00	SUBSISTENCE ALLOWANCE	A - 10

	<b><u>APPENDIX: "B" - SASKATCHEWAN AND NORTHWEST TERRITORIES</u></b>	
	WAGE AND BENEFIT SCHEDULE	B - 1
3:07	LOCAL RESIDENTS	B - 2
14:00	HOURS OF WORK	B - 2
15:00	SHIFT WORK	B - 3
16:00	OVERTIME	B - 4
18:00	WAITING AND REPORTING TIME	B - 5
19:00	TRAVELLING EXPENSES	B - 6
20:00	SUBSISTENCE ALLOWANCE	B - 9
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	B - 11

	<b><u>APPENDIX: "C" - MANITOBA AND NORTHWEST TERRITORIES</u></b>	
	WAGE AND BENEFIT SCHEDULE	C - 1
3:07	LOCAL RESIDENTS	C - 2
14:00	HOURS OF WORK	C - 2
15:00	SHIFT WORK	C - 3
16:00	OVERTIME	C - 4
18:00	WAITING AND REPORTING TIME	C - 5
19:00	TRAVELLING EXPENSES	C - 6
20:00	SUBSISTENCE ALLOWANCE	C - 9
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	C - 11

	<b><u>APPENDIX: "D" - ONTARIO</u></b>	
	WAGE AND BENEFIT SCHEDULE	D - 1
14:00	HOURS OF WORK	D - 2
15:00	SHIFT WORK	D - 3
16:00	OVERTIME	D - 3
18:00	WAITING AND REPORTING TIME	D - 4
19:00	TRAVELLING EXPENSES	D - 5
20:00	SUBSISTENCE ALLOWANCE	D - 9
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	D - 10

## INDEX

**Article**

**Page**

<b><u>APPENDIX: "E" - NEW BRUNSWICK</u></b>		
	WAGE AND BENEFIT SCHEDULE	E - 1
14:00	HOURS OF WORK	E - 2
15:00	SHIFT WORK	E - 3
16:00	OVERTIME	E - 3
18:00	WAITING AND REPORTING TIME	E - 4
19:00	TRAVELLING EXPENSES	E - 6
20:00	SUBSISTENCE ALLOWANCE	E - 9
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	E -10
	<b><i>ADDENDUM: Unscheduled Emergency Maintenance and Repair Work (New Brunswick, Nova Scotia and P.E.I.)</i></b>	E -11

<b><u>APPENDIX: "F" - NOVA SCOTIA (Mainland) and PRINCE EDWARD ISLAND</u></b>		
	WAGE AND BENEFIT SCHEDULE	F - 1
14:00	HOURS OF WORK	F - 2
15:00	SHIFT WORK	F - 3
16:00	OVERTIME	F - 3
18:00	WAITING AND REPORTING TIME	F - 4
19:00	TRAVELLING EXPENSES	F - 6
20:00	SUBSISTENCE ALLOWANCE	F - 9
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	F -10
	<b><i>ADDENDUM: Unscheduled Emergency Maintenance and Repair Work (New Brunswick, Nova Scotia and P.E.I.)</i></b>	E -11

<b><u>APPENDIX: "G" - NOVA SCOTIA (Cape Breton only)</u></b>		
	WAGE AND BENEFIT SCHEDULE	G - 1
14:00	HOURS OF WORK	G - 2
15:00	SHIFT WORK	G - 3
16:00	OVERTIME	G - 3
18:00	WAITING AND REPORTING TIME	G - 4
19:00	TRAVELLING EXPENSES	G - 6
20:00	SUBSISTENCE ALLOWANCE	G - 8
32:00	IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	G -10
	<b><i>ADDENDUM: Unscheduled Emergency Maintenance and Repair Work (New Brunswick, Nova Scotia and P.E.I.)</i></b>	E -11

## INDEX

Article	Page
<b><u>APPENDIX: "H" - NEWFOUNDLAND AND LABRADOR</u></b>	
WAGE AND BENEFIT SCHEDULE	H - 1

1:00	PURPOSE	H - 2
14:00	HOURS OF WORK	H - 2
15:00	SHIFT WORK	H - 3
16:00	OVERTIME	H - 3
18:00	WAITING AND REPORTING TIME	H - 4
19:00	TRAVELLING EXPENSES	H - 6
20:00	SUBSISTENCE ALLOWANCE	H - 9

**PLEASE NOTE**

Whenever the term "..man" or "..men" is used in this Agreement, it shall mean both genders, as well as, single or plural, as applicable in the circumstances.

The term "he" used herein shall mean "he" or "she" or "they", as applicable in the circumstances.

The term "his" used herein shall mean "his", "her" or "their" as applicable in the circumstances.

**ARTICLE 1:00 - PURPOSE**

**1:01**

The purpose of this Agreement is to govern wages and working conditions so as to promote orderly harmonious relations between the Employer and its employees and 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 parties agree that the Memorandum of Agreement dated August 21, 1998 forms a part of this Agreement. Additional Memorandums of Agreement specific to Applicable Provincial Appendices shall be referred to in such Appendix.

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

### **2:01**

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on field construction, erection, rigging, field fabrication, unloading and work involving assembling, dismantling and demolition performed by the Employer within the jurisdiction of the Union.

### **2:02**

The Employer recognizes the jurisdictional claims of the Union as provided for in the Charter Grant issued by the American Federation of Labour to the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, it being understood that the claims are subject to trade agreements and final decisions of the A.F.L.-C.I.O. as well as the decisions rendered by the Impartial Jurisdictional Disputes Board.

For the purpose of clarification, the jurisdictional claims of the Union are contained in the Addendum attached hereto.

### **2:03**

"Employees" as used herein means employees of the Employer engaged in such work in Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador and the Northwest Territories.

### **2:04**

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

### **2:05**

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

### **2:06**

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

## **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.

**3:03**

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4:04), suspend, lay off, 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 Foremen, Foremen, and Assistant Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen, Foremen and Assistant Foremen is the sole responsibility of the Employer.

**3:06**

General Foremen shall be utilized by an Employer whenever he has established this level of supervision on his 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 availability of qualified General Foremen with the Business Manager or his designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreman, and the determination and acceptance of his qualifications, shall be the sole prerogative of the Employer.

**3:07 Local Residents:**

Special provisions are applicable in the Provinces of Alberta, Saskatchewan, and Manitoba, for local residents. These provisions are set out in the Appendix for the applicable Province.

**3:08 Management Rights**

(a) In addition to Article 3:05, the Employer shall have the right to name hire 25% of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% 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), to the Union. Refer to Alberta Appendix for additional written information required in that Province.

## **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 he may commence work and notify the Union office as soon as possible.

### **4:02**

The Union agrees to furnish competent available workmen to the Employer on request, provided however, that the Employer shall have 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 his membership in the Union or his participation in its lawful activities.

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**

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

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

Such workmen 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.

**4:04**

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 or the Assistant Business Manager under whose jurisdiction that job lies.

**4:05**

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 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.

**4:06**

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.

**4:07**

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

- (i) the non-members;
- (ii) the travel card members from other Local Lodges;
- (iii) the members of the Local Lodge in whose jurisdiction the work is being performed.

except that:

- (a) the existing ratio of Apprentices shall not be reduced until the work force reaches six (6) employees;

- (b) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

**4:08**

It shall be the Employer's responsibility to notify the Job Steward, and the employee(s) who are being laid off, no later than one (1) hour prior to layoff.

**ARTICLE 5:00 - NO STRIKES OR LOCKOUTS**

**5:01**

The Union agrees that there will be no strike or other collective action which will stop or interfere with production, and that if any such collective action should be taken, it will instruct those of its members who participate in such collective action to carry out the provisions of this Agreement and return to work and perform their work in a manner acceptable to the Employer.

**5:02**

The Employer agrees that it will not cause or direct any lock-out of employees.

**ARTICLE 6:00 - JURISDICTIONAL DISPUTES**

**6:01**

- (a) It is incumbent on all Contractors and Subcontractors to assign work in accordance with Contractors responsibility set forth in procedural rules and regulations for the Plan for Settlement of Jurisdictional Disputes in the construction industry covering the United States and Canada as amended through March 1993.
- (b) The Union shall utilize the procedural rules and regulations for the Plan for the settlement of Jurisdictional Disputes in the construction industry to the extent that it is sanctioned by the International Union.
- (c) Subject to the above provisions, it is understood and agreed that jurisdictional disputes shall not be the subject of a grievance under this agreement, but shall be dealt with as provided herein.

**6:02**

When a jurisdictional dispute exists between unions and upon request by the Union, the Employer shall furnish the International Offices of the Union, a signed letter on Employer stationery, stating that Boilermakers were employed on specific types of work on a given project.

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

**7:01**

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.

**7:02**

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. 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.

**7:03**

The Employer shall supply at no cost to the employee when required by the work he is 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).

Welders' capes shall be kept available for temporary issue to welders such engaged on 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 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.

Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

**7:04**

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.

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, prior to starting the job.

**7:05**

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

**7:06**

The Union agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform manwatch duties when required and when such manwatch is within the Employer's control.

**ARTICLE 8:00 - WELDING TESTS**

**8:01**

Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, shall be paid for time required to take the test including materials and inspector fees. In the Provinces of Alberta and New Brunswick, employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire, shall have the required ticket(s), for the job, valid at the time of termination.

**8:02**

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.

**8:03**

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating his having to travel outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him 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.

**8:04**

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.

**8:05**

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

**8:06**

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 8:00.

**ARTICLE 9:00 - ACCESS TO JOBS**

**9:01**

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager 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 10:00 - STEWARDS**

**10:01**

On all jobs, the Business Manager or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working journeyman 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.

**10:02**

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

**10:03**

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

**10:04**

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

**10:05**

The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is 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, he shall be included in such required overtime or bad weather working time.

## **ARTICLE 11:00 - GRIEVANCE PROCEDURE**

### **11:01**

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

### **11:02**

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

### **11:03**

If a complaint is not settled in accordance with 11:01 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.

### **11:04**

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

### **11:05**

Within ten (10) working days of receipt of notification from the Business Manager in 11:04, the grievance shall be discussed at a meeting between the Business Manager or his Assistant and a Representative of the Employer. After this meeting, the Employer shall give his answer to the Business Manager in writing within ten (10) working days.

### **11:06**

If the Employer's answer in 11:05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or his 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 11:07.

### **11:07**

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 Officer of the Union 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.

**11:08**

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.

**11:09**

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 11:04 and if the matter is not resolved within the steps and time limits outlined in 11:04 and 11:05, then the request for Arbitration may be initiated at this point by either party.

**ARTICLE 12:00 - EMPLOYER, UNION GRIEVANCES****12:01**

It is understood that the Employer may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer, concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Such a complaint shall be discussed with the Business Manager or his Representative, or the Employer or his Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the applicable Business Manager or Employer within ten (10) working days from the incident giving rise to the complaint.

**12:02**

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

**12:03**

If the Business Manager's or Employer's answer in 12:02 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 his 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 12:04.

**12:04**

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 Officer of the Union, 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.

**12:05**

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 13:00 - ARBITRATION**

### **13:01**

The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Articles 11 or 12, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of 11:07 or 12:04 as applicable.

### **13:02**

When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement, with a copy to the Boilermaker Contractors' Association. Within ten (10) working days of receipt of notice to proceed to Arbitration, the Boilermaker Contractors' Association will advise both parties of the Arbitrator, together with the time and place of Arbitration.

### **13:03**

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

### **13:04**

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

### **13:05**

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.

### **13:06**

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

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

Hours of Work shall be defined in the Appendix for the Applicable Province.

## **ARTICLE 15:00 - SHIFT WORK**

Shift Work shall be defined in the Appendix for the Applicable Province.

## **ARTICLE 16:00 - OVERTIME**

Overtime shall be defined in the Appendix for the Applicable Province.

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

**17:01**

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 18:00; daily travel time per Article 19:01 (where applicable), and travel time per Article 19:02 (where applicable).

**17:02**

The following Recognized Holidays are common to all areas covered by this Agreement:

New Year's Day	Good Friday
Victoria Day	Canada Day (Dominion Day)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other Holiday(s) that may be proclaimed by Federal or Provincial Governments during the life of this Agreement.

**17:03**

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

Alberta:

Civic Holiday, Family Day

Saskatchewan, Manitoba, Ontario:

Civic Holiday

New Brunswick:

New Brunswick Day

Nova Scotia, Prince Edward Island:

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

Newfoundland and Labrador:

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

**17:04**

Double (2) time shall be paid for hours worked on the Holidays recognized in this Agreement. No work shall be performed on Good Friday, Labour Day or Christmas Day except in cases of emergency shutdowns and turnarounds.

**17:05**

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the following Monday, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.

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

Waiting and Reporting Time shall be defined in the Appendix for the Applicable Province.

**ARTICLE 19:00 - TRAVELLING EXPENSES**

Travelling Expenses shall be defined in the Appendix for the Applicable Province.

**ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**

Subsistence Allowance shall be defined in the Appendix for the Applicable Province save and except the Northwest Territories described hereafter.

On projects in the Northwest Territories, the Employer shall provide adequate and suitable Room and Board.

Alternatively, the Employer and Business Manager may establish a mutually agreed fixed allowance per calendar day.

**ARTICLE 21:00 - VACATION WITH PAY**

**21:01**

Each employee shall receive a vacation allowance on his gross wages in accordance with the schedule as set out at the beginning of the appropriate Provincial Appendix, which shall be included in his weekly pay.

**21:02**

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 18:00; daily travel time per Article 19:01 (where applicable) and travel time per Article 19:02 (where applicable).

**ARTICLE 22:00 - PAY DAY**

**22:01**

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.

**22:02**

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

- (i) the employee shall receive an Employer termination slip which shall show either his net pay and deductions, or the basic factors from which his pay will be calculated including: total pay hours, travel time and transportation allowances, subsistence, etc.
- (ii) and the Employer shall mail by Registered Mail or Special Lettermail (Employer's Option), all the employee's monies owing and the Unemployment Insurance Contribution Certificate within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays.

Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours' pay at straight time rates for each day he is kept waiting up to a maximum of forty (40) hours' pay.

**22:03**

When an employee quits of his own volition, the Employer shall mail by Registered Mail or Special Lettermail (Employer's Option), all monies owing, his wages and Unemployment Insurance Contribution Certificate to his last known address on the regular pay day applicable to the period worked.

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

**ARTICLE 23:00 - WAGES**

**23:01**

The wages for all classifications covered by this Agreement shall be in accordance with the schedule as set out at the beginning of the appropriate Provincial Appendix attached hereto.

**23:02**

For employees working under this Agreement, in the Northwest Territories, the wage rates and all other benefits and provisions shall be those applicable at the point of hire.

**ARTICLE 24:00 - PROVINCIAL AND FEDERAL LAWS**

**24:01**

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

**24:02**

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 Workmen's Compensation or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings, and regulations.

## **ARTICLE 25:00 - BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND CANADA**

### **25:01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Health and Welfare Fund (Canada) for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

### **25:02**

The Health and Welfare Fund shall be controlled by the Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives.

### **25:03**

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.

## **ARTICLE 26:00 - BOILERMAKERS' NATIONAL PENSION FUND (CANADA)**

### **26:01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Boilermakers' National Pension Fund (Canada) for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

### **26:02**

The Pension Fund shall be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives.

### **26:03**

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.

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

**27:01**

In the Province of Alberta: Boilermaker Apprentices and Welder Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to five (5) Journeymen, within the appropriate classification.

In the Provinces of Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to five (5) Journeymen including the welders list if the apprentice is so qualified. An Employer having more than one job in any given Lodge area may satisfy this requirement on an overall basis within the Lodge area.

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

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

**27:02**

All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act of the respective Provinces and the parties hereto agree to observe all provisions of the said Act.

**27:03**

Apprentices shall be given the support of the Journeymen working on the job on which the Apprentices are employed, and, the supervision of the Foreman, and, under the guidance of the Journeyman, they may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyman Boilermaker.

**27:04**

Each Local Lodge forming part of this Agreement shall have an Apprenticeship Fund controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund.

**27:05**

The Parties acknowledge the formation of a Joint National Apprenticeship and Education Training Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees.

**27:06**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Apprenticeship Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

## **ARTICLE 28:00 - EDUCATIONAL TRAINING FUND**

### **28:01**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, to the Educational Training Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

### **28:02**

The above contributions shall be forwarded monthly to the Business Manager of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked, and amount of contribution.

### **28:03**

The Educational Training Fund and programs are to be administered and controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, for each Local Lodge.

### **28:04**

The Parties acknowledge the formation of a Jointly Trusteed National Apprenticeship and Educational Training Fund who will act in a coordinating capacity to assist the Local Lodge Educational Training Fund Trustees.

The Employer shall contribute an amount, in cents-per-hour, in accordance with the Wage and Benefit Schedule, as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred operating a jointly trusteed National Training Program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

## **ARTICLE 29:00 - EMPLOYERS' RESPONSIBILITY**

### **29:01**

It shall be the responsibility of all Employers signatory to this Agreement to comply with the letter of July 1967 relating to subcontracting of work with the jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

## **ARTICLE 29:02 - NON-DESTRUCTIVE TESTING**

**29:02**

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 29:03 - PARTICIPATION AGREEMENT****29:03**

All Employers employing workmen under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, 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 and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, pursuant to Articles 25:01 and 26:01, 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 Article 25:01 and 26:01 of the 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.

**29:04**

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 arriving out of such failure to remit, in accordance with the terms of the collective agreement.

**ARTICLE 30:00 - TANK WORK EMPLOYERS****30:01**

The Union and Employers agree to comply with the letter dated September 6, 1990 relating to the performance of work by the Tank Employers signatory to the previously existing Steel Plate Construction and Tank Work Agreement effective June 17th, 1969 to June 16th, 1971.

**ARTICLE 31:00 - ADMINISTRATION OF AGREEMENT****31:01**

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

**31:02**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used 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 (i.e. 1-1/2 or 2). (Note: The Contribution in Ontario includes legislated funding to the Ontario Construction Secretariat).

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

### **32:01**

This Agreement shall become effective on date of signing. Increases in wages and all other monetary items listed in the attached Appendices shall be effective as provided in the appropriate Provincial Appendix.

### **32:02**

This Master Portion of the Agreement shall remain in force and effect until June 30th, 2001 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.

### **32:03**

The party receiving such notification shall have the right to submit counter-proposals provided they are submitted sixty (60) days prior to the expiration of this Agreement.

### **32:04**

The parties shall meet not later than forty-five (45) days prior to the expiration date of this Agreement, and shall negotiate with a view to concluding a Collective Agreement without unnecessary delay.

### **32:05**

If a revised Collective Agreement has not been concluded prior to the expiration date of this Agreement, it may be extended beyond that date to whatever extent may be mutually agreed to between the appropriate International Vice President(s) and the Board of Directors of the applicable Association(s), or as provided by applicable laws, statutes or regulations.

## **ARTICLE 33:00 - SUBMISSION OF DUES AND OTHER CONTRIBUTIONS**

### **33:01**

The collection and submission of Union Dues as specified in Article 4:00, and the submission of all other contributions as specified in Articles 21:02, 25:00, 26:00, 27:00, 28:00, 31:00 and 34:00 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 posting a monetary bond prior to the start of a job on any employer who establishes a practice of delinquency.

**33:02**

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

**33:03**

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.

**33:04**

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

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

**34:01**

(a) Building Trades Fund: In the Province of Nova Scotia for work on Cape Breton Island, and in the Provinces of Newfoundland, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix.

Building Trades Fund: In the Province of Saskatchewan, the Employer shall contribute an amount in cents per hour worked, including waiting and reporting time, for all employees covered by this Agreement in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the Provincial Appendix. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2)

(b) Union Promotion Fund: In the Provinces of Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia (Mainland) & Prince Edward Island, Nova Scotia (Cape Breton), the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2). (Note: This fund includes contributions to the Boilermaker L.E.A.P. Program. The contribution in Ontario also includes legislated funding to the Ontario Construction Secretariat.)

**34:02**

The above contributions shall be forwarded monthly to the Business Manager of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked, and amount of contribution.

**34:03**

**De Novo Fund:** In the Province of Ontario, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out at the beginning of the applicable Provincial Appendix. Contributions on all overtime hours shall be doubled.

**ARTICLE 35:00 - ENABLING CLAUSE**

**35:01**

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.

Dated at Toronto this 29th day of October, 1998.

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

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ALEXANDER C. MacDONALD  
International Vice President  
Eastern Canada

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RICHARD C. ALBRIGHT  
International Vice President  
Western Canada

**FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:**

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BRAD COMPTON  
Chairman Board of Directors

---

MARC BEAUREGUARD  
Director

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JOHN W. SCHEL  
President

**CLARIFICATION OF  
CRAFT JURISDICTION**

## **ARTICLE 2:00 - Section 2:02**

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 powerplants 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, fueling 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, lt. dist. stripper, fract. OWH 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 REFERRED TO IN  
ARTICLE 29:00**

**TO: ALL SIGNATORY COMPANIES TO THE BOILER ERECTION  
AND FIELD CONSTRUCTION AGREEMENT (CANADA) -  
1966 - 1969**

Gentlemen:

During negotiations of this Agreement in June and July of 1966, the Union had requested inclusion of a clause covering sub-contract work on the various projects to be included in the National Agreement. Subsequently this was omitted because of the difficulties in arriving at suitable language which would be satisfactory to both the Union and the signatory companies. However, it was agreed at that time that even though a sub-contract clause was not part of the National Agreement, this did not allow a signatory company to sub-contract their work to a non-union or non-signatory contractors and thus avoid their contractual obligations with the Boilermakers' Union. Therefore, any sub-contract work for field construction should be awarded only to another signatory contractor.

During negotiations, the question of fabrication in various shops of work coming under the jurisdiction of the Boilermakers' Union on field erection, was discussed. It was pointed out to the representatives of the member companies present that considerable difficulty was being experienced and much pressure made to bear by industrial fabricators in agreement with the Boilermakers' Union to having work done in their shops. Further it was pointed out that due to the fact that national contractors had a contractual obligation to the various pipefitting work and fabrication done in shops in agreement with the United Association, on a local or national basis, consideration should be given to the Boilermaker Fabricators when work was being awarded.

The Boilermakers pointed out that contractually there was no obligation for contractors to solicit only companies in agreement with the Boilermakers to do their fabrication work. It was suggested that in order to minimize difficulties that might be encountered in areas where such work is scheduled and which are highly union organized, that contractors try to place their fabrication work in Boilermaker shops or shops which are organized by other A.F.L. or C.I.O. unions.

If, however, it become necessary to place others in non-union shops because of scheduling or by reason of particular manufacturing needs or requirements, then the matters should be discussed with the Boilermakers' International in order that agreement can be reached and any subsequent problems in connection with the field erection of this work be avoided.

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

JOHN D. CARROLL  
International Vice President  
Eastern Canada

DONALD G. WHAN  
International Vice President  
Western Canada

**NEGOTIATING COMMITTEE OF THE SIGNATORY COMPANIES TO THE BOILER  
ERECTION AND FIELD CONSTRUCTION AGREEMENT (CANADA)**

W. J. GIBSON  
Chairman

E. F. DUBOSE  
Secretary

Dated this 17th day of July, 1967.

LETTER OF UNDERSTANDING

BETWEEN  
BOILERMAKER CONTRACTORS' ASSOCIATION  
AND  
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

**LETTER REFERRED TO IN ARTICLE 30:00 - TANK WORK EMPLOYERS**

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

The erection, dismantling, rework, repair or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other platework 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 with regard to the project and manpower requirements.

The Employer will be permitted to select from the Local Out of Work List one (1) member for each of the following classifications: foreman, fitter, welder, automatic operator (if required), welding supervisor (if required). If Local Lodge members with proven qualifications in any of the above classifications are not available, then the Employer will be permitted to use members from other Lodges to fulfill the requirements.

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 25% name hire.

**DATE: September 6, 1990**

SIGNED ON BEHALF OF:

BOILERMAKER CONTRACTORS' ASSOCIATION

James P. Kenny  
Chairman

J. W. Schel  
President

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

Richard C. Albright  
International Vice President  
Western Canada

Alexander C. MacDonald  
International Vice President  
Eastern Canada

APPENDIX "A" :  
ALBERTA AND NORTHWEST TERRITORIES  
AND DIST. OF MACKENZIE

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

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

<b>EFFECTIVE DATE</b>	<b>MAY 1/ 1999</b>	<b>NOV 1/ 1999</b>	<b>MAY 1/ 2000</b>	<b>NOV 1/ 2000</b>
GENERAL FOREMAN	J + 18%	J + 18%	J + 18%	J + 18%
FOREMAN	J + 12%	J + 12%	J + 12%	J + 12%
ASSISTANT FOREMAN	J + 8%	J + 8%	J + 8%	J + 8%
JOURNEYMAN RATE (J)	24.44	25.08	26.45	26.95
3RD YR. APPRENTICE	22.00	22.57	23.81	24.26

2ND YR. APPRENTICE	18.33	18.81	19.84	20.21
1ST YR. APPRENTICE	14.66	15.05	15.87	16.17
HELPER	18.33	18.81	19.84	20.21
VACATION PAY	6%	6%	6%	6%
STAT. HOLIDAY PAY	4%	4%	4%	4%
HEALTH & WELFARE	2.25	2.25	2.25	2.25
PENSION	4.00	4.00	4.00	4.00
UNION PROMOTION	0.10	0.10	0.10	0.10
EDUCATIONAL TRAINING	0.26	0.31	0.31	0.31
APPRENTICESHIP	0.08	0.08	0.08	0.08
NATIONAL TRAINING	0.09	0.09	0.09	0.09
ADMINISTRATION	0.15	0.15	0.15	0.15
HOURS OF WORK	8	8	8	8
		(See Article 14:00)		
SHIFT OPERATIONS				
TWO SHIFT OPERATION				
2ND SHIFT:	\$2.25	\$2.25	\$2.25	\$2.25
3RD SHIFT:	\$2.25	\$2.25	\$2.25	\$2.25
OVERTIME		(See Article 16:01)		
TRANSPORTATION RATE	\$0.34	\$0.34	\$0.34	\$0.34
SUBSISTENCE		(See Article 20:01)		

**Provincial Rate: Except for regions listed below:**

\$75.00/day

Grande Cache, Grand Centre & Cold Lake Regions: \$80.00/day

Peace River and Grande Prairie Regions:

\$85.00/day

Fort McMurray Region: \$90.00/day

Hinton Region: (October - May) \$75.00/day

Hinton Region: (June - September) \$85.00/day

**ARTICLE 1:00 - PURPOSE**

**1:01**

The parties agree that the Memorandum of Agreement dated April 12, 1999 forms a part of this Agreement.

**3:07 Local Residents:**

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

A local resident is defined as a local Union member who has resided within seventy-five (75) radius kilometers from the project for at least six (6) months immediately preceding date of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

Where an Owner/Client places local content conditions on multi trade projects, the Parties to this agreement will co-operate in working towards meeting the overall percentage local content requirements in conjunction with Articles 3:05, 3:08 and 4:03 (ii).

**3:08**

- (d) In addition to the requirements set out in the master portion of this agreement, the Employer shall provide the Union with a list of names of all transferred employees, prior to transfer.

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

**14:01**

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an eight (8) hour day, with one-half (1/2) or one (1) hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements or conditions. If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

**14:02 Compressed Work Week**

- (a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (c) Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing.

The make-up day shall only apply to those employers engaged in the erection, dismantling, repair or demolition of a tank(s).

Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

Work performed on Saturday, Sunday or recognized holidays shall be paid at double (2) the regular hourly rate.

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

**14:03**

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

**14:04**

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a re-assigned one-half (1/2) hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to his regular straight time hours.

**14:05**

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. 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.

**ARTICLE 15:00 - SHIFT WORK**

**15:01**

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning. Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement, are met.

**15:02**

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 8:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

**15:03**

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

**15:04**

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

**15:05**

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

**ARTICLE 16:00 - OVERTIME**

**16:01**

(a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-

half (1 1/2) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.

- (b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.
- (c) All other overtime shall be paid at double (2) the regular hourly rate.
- (d) For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked, except in the case of make up time, the first ten (10) hours shall be paid at time and one half (1 1/2) the regular hourly rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the regular hourly rate.
- (e) Two or Three Shift Operations:  
Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

**16:02**

- (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 his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

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

On unscheduled overtime, where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$15.00 plus one-half (1/2) 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. When a camp is provided, employees shall not receive the \$15.00 meal allowance, but a meal (hot when possible) will be supplied.

When foremen are required to arrive at work up to one half (1/2) hour prior to the normal starting time of the shift to organize work and/or obtain permits, they shall not be entitled to a meal or meal break unless they work more than two (2) hours beyond the end of their normal shift.

- (b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

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

**18:01**

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4)

hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's pay [i.e. 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 19:01(c)(v) shall govern.

**18:02**

(a) Inclement Weather

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

(b) Work Not Available

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

(c) When an employee has started to work on his regular shift and is instructed to stop, he shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.

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

(e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

**18:03**

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

**18:04**

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

**18:05**

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

**18:06**

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

**18:07**

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue work, he shall be paid those amounts as compensation as prescribed in the Workers'

Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, he shall also be paid for the remaining unworked normal daily hours for that day [i.e. eight (8) hours, or in case of compressed work day ten (10) hours] at the applicable rate.

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

19:01

- (a) **Free Zone:** A forty-five (45) kilometer radius free zone around the City Halls of Edmonton, Calgary and any place in which Employees are temporarily domiciled by the Employer shall be established. No transportation or travel allowance shall be applicable within the free zone.
- (b) For projects beyond the forty-five (45) kilometer radius free zone for which daily travel is required, the Employer will have the following options:
- To provide transportation and pay a travel allowance, or
  - Reimburse the Employee, as a vehicle allowance, at a transportation rate as set out in the Wage and Benefit Schedule, per road kilometer travelled each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on travelling at 80 kilometers per hour at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest most appropriate route to the project and return to the intersecting point.

Example: A Journeyman travelling to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked.

Travel Allowance = 2 x 40 km / 80 km/hr.  
= 1 hour at base rate  
= \$23.29 (i.e. Jan. 1/99 rate)

Vehicle Allowance = 2 x 40 km X transportation rate  
(Assume transportation rate = 34 cents/km)  
= \$27.20

Total: Where Employee drives = \$50.49  
Total: Where Employer provides transportation = \$23.29

- (c) (i) Employees directed or dispatched to a project from which they do not return daily shall be paid a travel allowance for initial travel and transportation to the project and return, upon termination of the job or his employment, based upon a radius from Edmonton City Hall as follows:

- Up to 200 kilometers - \$60.00 each way
- Over 200 kilometers to 300 kilometers - \$90.00 each way
- Over 300 kilometers to 375 kilometers - \$110.00 each way  
(Includes the Empress Area)
- Over 375 kilometers to 475 kilometers - \$165.00 each way,  
or actual airfare if suitable proof of air transport is provided to the Employer. If a taxi is utilized, a receipt is required.
- Over 475 kilometers – as mutually agreed between the parties to this Agreement to a maximum of \$250.00 each way, or airfare inclusive of taxes in the event this is the most practical method of accessing the project. If a taxi is utilized, a receipt is required.

(ii) Employees will qualify for and receive the transportation allowance to the project after being employed at the site for fifteen (15) calendar days; and if the Employee remains on the job, until the completion of thirty (30) calendar days, or until the job is completed, or until the Employee is laid off, whichever occurs first, he shall also be entitled to return transportation allowance.

(d) Local residents, as defined in Article 3:07, residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations or rotational leave provisions.

Local residents, as defined in Article 3:07, residing between a forty-five (45) kilometer radius and a seventy-five (75) kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board, or subsistence, or camp accommodations or rotational leave provisions, but shall be paid a travel allowance of twenty-seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.

(e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.

(f) Reference should be made to Article 20:01(d) regarding lodging only for Calgary non-resident Employees.

19:02

(i) On a project located over one hundred and sixty (160) radius kilometers from Edmonton City Hall one (1) additional day's subsistence shall be paid for the preceding day.

- (ii) If the project is located over two hundred and fifty (250) radius kilometers from Edmonton City Hall, one (1) additional day's subsistence shall be paid for the night following the last day worked.
- (iii) In each of the foregoing situations to receive the additional subsistence the employee must provide the Employer with a bona fide commercial accommodation receipt.
- (iv) Where the Employer or his client is providing a free bus trip back to the City on the same day as the last shift of the week, the foregoing (ii) shall not be applicable.

**19:03**

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

**19:04**

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

**19:05**

(a) On jobs located beyond three hundred (300) kilometers radius to a maximum of four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:

- (i) Pay an allowance of one hundred and twenty-five dollars (\$125.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

Where the Employee accepts Employer supplied transportation, he shall not be entitled to the above allowance.

- (ii) Allow the Employee five (5) working days leave after thirty-five (35) calendar days of employment on the job.

(b) On jobs located beyond a four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:

- (i) Provide a negotiated transportation allowance, not to exceed scheduled airline airfare where scheduled air service is available, or pay an allowance of two hundred and twenty-five dollars (\$225.00) where airline service is not available, after thirty-five (35) calendar

days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

- (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the work force shall be on such home leave.

19:06

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

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

20:01

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

- (a)
  - (i) For projects beyond where daily travel applies up to a radius of 475 kilometers from the City Hall of Edmonton, as may be appropriate, the Employer may elect to provide:
    - Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
    - Mutually agreed room and board; or
    - Industry agreed subsistence allowance and amendments with the understanding that amendments shall not affect existing projects unless the amended subsistence is given to other crafts.
  - (ii) For projects beyond 475 kilometer radius of the City Hall of Edmonton, the Employer has the same elections as 20:01(a)(i), but on the basis of seven (7) days per week.
- (b) The Employer elected subsistence allowance or room and board will be maintained for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (c) Local residents, as defined in Article 3:07, shall not be entitled to subsistence allowance, camp accommodation, nor room and board. Where a camp kitchen is established, a local resident shall be entitled to a mid-shift meal provided without cost to himself.
- (d) Although the City of Calgary is a free zone (except for local residents), the Employer and the Business Manager shall establish a mutually agreed fixed lodging allowance.

**20:02**

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

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

**20:03**

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule at the beginning of this Appendix. It is understood that the subsistence allowance is a reimbursement toward the expense of the employee's board and lodging and any goods and services tax paid by the employee in the purchase of board and lodging.

**20:04**

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

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

**20:05**

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

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

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

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

**ARTICLE 32:03**

The current Master Portion complete with subsequent amendments and Appendix "A" shall remain in full force and effect until April 30, 2001, and from year to year thereafter unless either party shall, at least 90 days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

Article 32:05, as set out in the Master Portion, applies to the negotiations of Appendix "A".