

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 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 July 15, 2004 to
June 30, 2007*

*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, Northwest Territories and Nunavut

INDEX

Article	Page
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	16
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	20
28:00 EDUCATIONAL TRAINING FUND	21
29:00 EMPLOYERS' RESPONSIBILITY	22
29:02 NON-DESTRUCTIVE TESTING	22
29:03 PARTICIPATION AGREEMENT	22
30:00 TANK WORK EMPLOYERS	23
31:00 ADMINISTRATION OF AGREEMENT	23
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	23
33:00 SUBMISSION OF DUES AND OTHER CONTRIBUTIONS	24
34:00 BUILDING TRADE AND OTHER CONTRIBUTIONS	25
35:00 ENABLING CLAUSE	26
ADDENDUM: CLARIFICATION OF CRAFT JURISDICTION	28
LETTER REFERRED TO IN ARTICLE 29:00	30
LETTER REFERRED TO IN ARTICLE 30:00	32

APPENDICES INDEX

Article	Page
<u>APPENDIX: "A" - ALBERTA AND NORTHWEST TERRITORIES</u>	
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 - 4
18:00 WAITING AND REPORTING TIME	A - 5
19:00 TRAVELLING EXPENSES	A - 7
20:00 SUBSISTENCE ALLOWANCE	A - 11
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	A - 14
<u>APPENDIX: "B" - SASKATCHEWAN AND NORTHWEST TERRITORIES</u>	
WAGE AND BENEFIT SCHEDULE	B - 1
3:07 LOCAL RESIDENTS	B - 2
7.07 WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION	B - 2
14:00 HOURS OF WORK	B - 2
15:00 SHIFT WORK	B - 4
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 - 10
<u>APPENDIX: "C" - MANITOBA AND NUNAVUT</u>	
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 - 4
19:00 TRAVELLING EXPENSES	C - 6
20:00 SUBSISTENCE ALLOWANCE	C - 8
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	C - 10
<u>APPENDIX: "D" - ONTARIO</u>	
WAGE AND BENEFIT SCHEDULE	D - 1
14:00 HOURS OF WORK	D - 2
15:00 SHIFT WORK	D - 2
16:00 OVERTIME	D - 3
18:00 WAITING AND REPORTING TIME	D - 4
19:00 TRAVELLING EXPENSES	D - 5
20:00 SUBSISTENCE ALLOWANCE	D - 8
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	D - 9

APPENDICES INDEX (con't)

Article	Page
<u>APPENDIX: "E" - NEW BRUNSWICK</u>	
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 - 5
20:00 SUBSISTENCE ALLOWANCE	E - 8
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	E - 9
<i>ADDENDUM: <u>Unscheduled Emergency Maintenance and Repair Work</u></i>	E -10
<i>(New Brunswick, Nova Scotia and P.E.I.)</i>	
<u>APPENDIX: "F" - NOVA SCOTIA (Mainland) and PRINCE EDWARD ISLAND</u>	
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 - 5
20:00 SUBSISTENCE ALLOWANCE	F - 8
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	F - 9
<i>ADDENDUM: <u>Unscheduled Emergency Maintenance and Repair Work</u></i>	E -10
<i>(New Brunswick, Nova Scotia and P.E.I.)</i>	
<u>APPENDIX: "G" - NOVA SCOTIA (Cape Breton only)</u>	
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 - 5
20:00 SUBSISTENCE ALLOWANCE	G - 7
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	G - 8
<i>ADDENDUM: <u>Unscheduled Emergency Maintenance and Repair Work</u></i>	E -10
<i>(New Brunswick, Nova Scotia and P.E.I.)</i>	
<u>APPENDIX: "H" - NEWFOUNDLAND AND LABRADOR</u>	
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 - 5
20:00 SUBSISTENCE ALLOWANCE	H - 8
32:00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	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 July 15, 2004 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.
- (e) On crews of six (6) members or less (including the Foreman) the Foreman shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreman, Foreman, or Assistant Foreman is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

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 December 2002.
- (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 and those set forth in 6:03, 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.

6:03

- (i) When an Employer makes a work assignment that is challenged by the Union and referred to the Canadian Plan and the Arbitrator rules in favour of the Union, the ruling shall be implemented immediately.
- (ii) Should the same Employer assign the identical work, contrary to the Arbitrator's original ruling and the work assignment is once again challenged by the Union and referred to the Canadian Plan and the Arbitrator again finds in favour of the Union, the Employer will be subject to the Arbitration procedure Article 13:02.
- (iii) The Arbitrator shall be empowered to award damages where the Employer fails to establish a course of proper due diligence in following Article 6:01 (a) and (b).

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.

7:07

Special provisions are applicable for safety orientation in the Province of Saskatchewan. These are set out in the Appendix.

7:08

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

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.

Where a recognized holiday falls on a weekday that is regularly a scheduled day off, the following scheduled weekday workday will be observed in lieu thereof, unless otherwise mutually agreed.

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

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

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

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

On projects in the Northwest Territories or Nunavut, 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.

22:04

The Employer has the option of utilizing an electronic banking system. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system.

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 or Nunavut, 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.

Apprentices shall not progress to Journeyman wage rate until they have successfully completed their Certificate of Qualification (CFQ) or Boilermaker Red Seal where applicable.

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 trustee 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 arising 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 tank work.

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, 2007 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:

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

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.)

(c) Job Promotion Fund: In the Province of Newfoundland and Labrador, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by the 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 doubled. Notwithstanding Article 34:02, the contributions are to be forwarded to the "Boilermakers' National Benefits Funds (Canada)".

Details of the Job Promotion program are more fully set out in the Job Promotion Agreement.

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.

Construction Employee & Family Assistance Program Fund (CEFAP): In the Province of Alberta, 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.

34:04

Construction Opportunities Development Council Inc. ("CODC"): 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 applicable Provincial Appendix.

Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

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 15th day of July, 2004.

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

ALEXANDER C. MacDONALD
International Vice President
Eastern Canada

RICHARD C. ALBRIGHT
International Vice President
Western Canada

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:

MURRAY SANDERSON
Chairman Board of Directors

MARC BEAUREGARD
Secretary Treasurer

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, (H₂S) 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

ADDRESSES

BOILERMAKER CONTRACTORS' ASSOCIATION

John W. Schel, *President*

Jack W. Brochu, *Vice President*

Boilermaker Contractors' Association

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

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Cory Channon

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LODGE 146

Province of Alberta and the Northwest Territories

OUT-OF-WORK LIST EDMONTON

Warren Fraleigh - *Business Manager/Secretary Treasurer*
Morgan Fedak - *Business Representative*
Len Jacobs - *Business Representative*
Dale Werner - *Business Representative*
Mike Bayens - *Business Representative/Dispatcher*
15220 - 114 Avenue
Edmonton, Alberta
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CALGARY BRANCH OFFICE

Frank Nolan - *Business Representative*
7004 T - 5 Street S.E.
Calgary, Alberta
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Fax: (403) 252-4187

LODGE 555

Provinces of Manitoba Saskatchewan and Nunavut

OUT-OF-WORK LIST WINNIPEG

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Fax: (204) 987-9219

OUT-OF-WORK LIST REGINA

Dale Smith - *Assistant Business Manager*
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LODGE 555/128

Province of Ontario

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LODGE 128

Province of Ontario

OUT-OF-WORK LIST TORONTO

Jim Tinney - *Business Manager/Secretary Treasurer*

George McGeachie - *Business Representative*

John Petronski - *Business Representative*

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Andy Holder - *Business Representative*

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LODGE 73

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

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Jean-Yves Poirier - *Assistant Business Manager*

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OUT-OF-WORK LIST NOVA SCOTIA

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LODGE 203

Province of Newfoundland and Labrador

OUT-OF-WORK LIST

Tom Walsh - *Business Manager/Secretary Treasurer*

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