

BOILERMAKER LODGE 359 STANDARD AGREEMENT

By And Between:

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH
COLUMBIA**

***(on its own behalf and on behalf of its member Employers who have authorized the
Association to execute this document and those members added from time to time by
notice given to the BCBCBTU)**

***Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR
As interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164**

(hereinafter referred to as "CLR")

And:

**THE INTERNATIONAL BROTHERHOOD
of BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
LODGE 359 (A.F.L. – C.I.O)**

On behalf of its members

(hereinafter referred to as "the Union")

May 1, 2023 to April 30, 2026

Index

Article	Page
Article 1.00 – Purpose	1
Article 2.00 – Recognition And Craft Jurisdiction	1
Article 3.00 – Management Rights.....	2
Article 4.00 – Union Security, Dues Deductions, Employer Contributions.....	3
Article 5.00 – No Strike Or Lockout.....	6
Article 6.00 – Jurisdictional Disputes	6
Article 7.00 – Working Conditions, Safety Measures, Health And Sanitation	8
Article 8.00 – Welding Tests	9
Article 9.00 – Access To Jobs	10
Article 10.00 – Stewards	10
Article 11.00 – Liaison Committee And Joint Conference Board	11
Article 12.00 – Grievance Procedure	11
Article 13.00 – Arbitration	12
Article 14.00 – Hours Of Work	13
Article 15.00 – Shift Work	15
Article 16.00 – Overtime	18
Article 17.00 – Vacation And Recognized Holidays	19
Article 18.00 – Waiting And Reporting Time	19
Article 19.00 – Travelling Expenses.....	21
Article 20.00 – Subsistence	25
Article 21.00 – Pay Day	28
Article 22.00 – Wages	28
Article 23.00 – Provincial And Federal Laws	29
Article 24.00 – Apprenticeship.....	29
Article 25.00 – Sub-Contracting	30
Article 26.00 – Enabling Clause.....	30
Article 27.00 – Drug And Alcohol Policy.....	30
Article 28.00 – Human Rights.....	31
Article 29.00 –Leave Policy	31
Article 30.00 – Duration And Renewal Of Agreement.....	31
Letter Of Understanding #1 – Job Ready Dispatch	33
Appendix “A” – Wage And Benefits Summary.....	35
Appendix “B” – Clarification Of Craft Jurisdiction Article 2 – Section 2:02.....	39
Appendix “C” – Map Of The Boundary Of The Free Zone.....	41
Appendix “D” – Letter Of Understanding Re: Pre-Jobs.....	42
List Of Signatory Employers	43

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.

ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION

- 2.01** The Employer recognizes the Union as the sole collective bargaining agency for General Forepersons, Forepersons, Journeypersons, Apprentices and Pre-Apprentices employed on field construction work within the jurisdiction of the Union.
- 2.02** The Employer recognizes the jurisdictional claims of the Union as provided 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 Clarification attached hereto.

- 2.03** The Union confirms that the terms and conditions of this Collective Agreement and those matters set out in the Memorandum of Agreement will supersede any terms and conditions set out in Local Lodge 359 By Laws and Referral Rules and render those Articles of the By Laws and Referral Rules null and void.
- 2.04** "Employees" as used herein means Employees of the Employer engaged in such work in British Columbia and the Yukon Territory.
- 2.05** This Agreement does not apply to work which is performed by the Employer in the Employer's plant or shop.
- 2.06** This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to Employees above the rank of General Foreperson.
- 2.07** The Union agrees to co-operate with the Employer, in order that the work be conducted in a most expedient manner. It is recognized by the parties to this Agreement that the work covered, at times, may require the use of qualified Owner's employees.
- 2.08 Tool Crib Attendant**

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

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 the exclusive function of the Employer to hire, promote, demote, transfer, suspend, layoff, discipline or discharge for just cause, Employees in the bargaining unit, subject to the provisions of this Agreement.

When hiring, the Employer shall retain the right to name request all Forepersons and General Forepersons. On projects of ten (10) or less Employees the Employer shall be entitled to name request fifty percent (50%) of the crew based on mutual agreement with the Union; this agreement shall not be unreasonably withheld. On projects with in excess of ten (10) Employees the Employer shall be entitled to name request twenty five percent (25%) of the crew as follows:

Journeyman Crew Requirement

TOTAL	EMPLOYER	UNION
One	---	One
Two	One	One
Three	Two	One
Four	Two	Two
Five	Two	Three
Six	Two	Four
Seven	Three	Four
Eight	Three	Five
Nine	Three	Six
Ten	Three	Seven
Eleven	Four	Seven
Twelve	Four	Eight
Thirteen	Four	Nine
Fourteen	Four	Ten
Fifteen	Five	Ten
Sixteen	Five	Eleven
Seventeen	Five	Twelve
Eighteen	Five	Thirteen
Nineteen	Five	Fourteen
Twenty	Five	Fifteen

From this point the name hire ratio is 25%, i.e. 3 off the Board, 1 name request.

Twenty-Four	Six	Eighteen
Twenty-Eight	Seven	Twenty-One

Thirty-Two
Thirty-Six
Forty
etc.

Eight
Nine
Ten

Twenty-Four
Twenty-Seven
Thirty

The Employer may not exceed the name hire ratio when reducing crew size. Forepersons working on the tools will be included in the name hire ratio. Forepersons working outside the name hire ratio may not work on the tools and may not be demoted.

- 3.04** When two (2) or more Employees are employed, one (1) or more of the said Employees shall be chosen by the Employer to act as Foreperson, and the Employee acting as Foreperson shall receive Foreperson's wages.
- 3.05** When only one (1) Employee is employed and when the Employer places them in responsible charge of the work being done, they shall receive Foreperson's wages, provided that nothing in this Article shall interfere with the usual right to employ a single Employee for the Journeyperson's work on Journeyperson's wages.
- 3.06** All Forepersons shall be members in good standing of the Union. The Foreperson shall be the only representative of the Employer who may issue instructions to the Employees. The parties agree that the Employer has the right to determine, in the best interests of the owner/client, when non-working Forepersons are required on a project.

When six (6) or more welders are employed, one (1) welder with the qualifications may be a "working welding foreperson".

- 3.07** A Boilermaker General Foreperson, who shall be a member in good standing of the Union, may be utilized by an Employer whenever it has established this level of supervision of work on a project or when this level is appropriate to the size and nature of the job as determined by the Employer.

The selection of a Boilermaker General Foreperson and the determination and acceptance of their qualifications shall be the sole prerogative of the Employer.

ARTICLE 4.00 – UNION SECURITY, DUES DEDUCTIONS, EMPLOYER CONTRIBUTIONS

- 4.01** The Employer agrees to employ as Employees, members of the Union in 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 office, prior to the start of the job.
- 4.02** The Union agrees to furnish competent available workers 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 their membership in the Union or their participation in its lawful activities. There shall be mutual co-operation between crew members, such that fitter/riggers and welders assist each other when possible, but neither classification shall solely perform the traditional duties of the other classification.

4.03 After the Employer has requested the Union office to furnish workers to perform work within the scope of this Agreement and the required number of workers are not furnished within two (2) working days after the date for which the workers are requested, the Employer shall have the right to procure and retain, until layoff, but not transfer without the consent of the Union, the required number of workers from other available sources, provided, however, that such workers procured from other available sources shall be required by the Employer to join the Union not later than fifteen (15) days after hiring.

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

- (a) Permits
- (b) Retired Members
- (c) Travel Cards
- (d) Probationary Journeypersons and Shop Local Lodge Members
- (e) Construction Local Lodge Members

Except that consideration must also be given to retain sufficient Employees on each job classification to suit the nature of the work remaining. The Employer may not exceed the name hire ratio when reducing the crew size.

4.05 Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

4.06 Upon receipt of authorization contained on the official Union Dispatch Form signed by the Employee the Employer shall each month deduct from all Employees coming within the scope of this Agreement monthly union dues in the amount prescribed by the Union.

4.07 Employee Deductions

- (a) In addition to Article 4.06 and upon receipt of authorization, the Employer shall each month deduct four and one-quarter percent (4.25%) (or such amount as may be designated by the Union) Field Dues of gross hourly wages (including waiting, reporting and standby time) of all Employees, coming within the scope of this Agreement.
- (b) The Employer shall each month deduct the required amount as noted in Appendix "A", for each hour worked by each Employee, for the Construction Industry Rehabilitation Plan. (CIRP)

4.08 Employer Contributions

All Employer contributions to Pension and Health & Welfare will be made on the basis of "hours earned". All other Employer contributions, for all other funds, shall be made on the basis of "hours worked".

The Employer shall contribute each month, to the following Funds, for each Employee coming within the scope of this Agreement, an amount in cents per hour as set out in Appendix "A":

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Boilermaker Lodge 359 Apprenticeship and Trade Advancement Fund
- Boilermaker Promotion Fund
- Contract Administration Fund (CLR)
- Jurisdictional Assignment Plan of British Columbia(JA Plan)
- Construction Industry Rehabilitation Plan (CIRP)
- BCD&A Drug & Alcohol Program Society (D&A Society)
- Bargaining Council Fund (BCBCBTU)

4.09 Payment of Dues Check-Off and Employer Contributions

Payments must be remitted by the 15th day of the month following the month the deductions and contributions were made together with a list of the names and Social Insurance Numbers of the Employees on whose behalf the deductions and contributions are being made, also opposite each name on the list, the figures upon which the deductions and contributions were made shall be shown.

Monthly Union Dues and Field Dues deductions, Apprenticeship and Trade Advancement Fund, Promotion Fund, Contract Administration Fund, Jurisdictional Assignment Plan Fund, Rehabilitation Fund and Bargaining Council Fund contributions shall be remitted directly to the Secretary – Treasurer of the Union, payable to:

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary – Treasurer

International Brotherhood of Boilermakers

Lodge 359

5510 – 268th Street

Langley BC V4W 3X4

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

Monthly Employer Contributions to the Boilermaker Health and Welfare Fund, and Pension Fund shall be remitted directly and be payable to:

Boilermakers Lodge 359 Benefit Plans

c/o Bilsland Griffith Benefit Administrators

501 – 4445 Lougheed Hwy

Burnaby BC V5C 0E4

Delinquent payments, notification, penalties and inspection: The Union and/or Fund Administrators shall advise the Employer in writing of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays), by either: payment of the delinquency or written reasons for the

delinquency which the Union and/or Fund Administrators shall decide as being acceptable or not, there then shall be a ten percent (10%) penalty of the amount of the late payment due.

4.10 Funds: General

- (a) The Apprenticeship and Trade Advancement Fund, Industry Rehabilitation Fund, and Jurisdictional Assignment Plan Fund shall each be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the respective Fund.
- (b) The Health and Welfare Fund, and the Pension Fund shall be controlled by a Board of Trustees consisting of Union members. A full time Administrator shall be engaged by the Board of Trustees. The cost of administration of the Funds shall be borne by the respective fund.
- (c) The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

ARTICLE 5.00 – NO STRIKE OR LOCKOUT

- 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 lockout of Employees.

ARTICLE 6.00 – JURISDICTIONAL DISPUTES

- 6.01** Whenever the Employer has acquired a contract(s), subcontract(s), material and/or equipment assignment which involves work within the jurisdiction of the Union (Article 2:02 of this Agreement) the Employer shall notify the Union and a pre-job conference shall be arranged in the City of Vancouver, B.C. to discuss the work to be performed.

The parties to this Agreement may by mutual agreement decide the practicality of a pre-job conference based on the scope of work to be performed.

Should a dispute arise between the Boilermakers' Union, and any other union which cannot be resolved by the provisions of Article 2.00 (Recognition and Craft Jurisdiction) the Employer shall nevertheless assign the work in accordance with the following procedure:

- STEP 1:** It shall be the responsibility of the Employer to observe any agreement in force between the Boilermakers' Union, and any other Union, assigning jurisdiction; or
- STEP 2:** If the nature of the work is such that it is not described in Article 2.02 (Recognition and Craft Jurisdiction) or in any agreement between the Boilermakers' Union, and any

other Union, then the prevailing area practice shall determine the work assignment;
or

STEP 3: When Steps 1 and 2 are not applicable, the Employer shall assign the work based on a reasonable interpretation of the contesting trades' jurisdiction.

STEP 4: The parties to this Agreement agree to be bound by the Procedural Rules of the Impartial Jurisdictional Disputes Board as entered into by the Building Trades Department of the A.F.L. – C.I.O. and the Jurisdictional Assignment Plan of British Columbia.

Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the union has obtained a ruling from the Umpire in its favour, in which event the union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreements) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute; it is agreed that the prime parties to the said agreement will re-negotiate such provisions and all other provisions shall not be effected thereby.

- (a) The Employer shall upon request make known its intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (b) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the JA Plan.
- (c) The parties agree that all cases, disputes or controversies involving Jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the JA Plan.
- (d) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's assignment of work are prohibited. No Local Union stipulated to the JA Plan shall institute or post picket lines for Jurisdictional purposes.

When a Contractor requests submissions from local unions defending Jurisdictional claims, the Union shall be given access to the submissions from the other unions to check their authenticity.

ARTICLE 7.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

- 7.01** All equipment, tools and material must conform and be utilized in conformity with applicable provincial and/or federal regulation, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

The welding of staging brackets, lifting lugs, also key plate nuts, clips, etc., used for fitting shall be performed by Journeyperson-welders only.

- 7.02** Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change room with benches and tables. Areas required for eating and changing shall be kept free of tools and equipment. Personal effects of the Employees shall be covered by fire insurance up to the amount of four hundred dollars (\$400.00) in each individual case, such insurance to be paid by the Employer.

- 7.03** The Employer shall supply at no cost to the Employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

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.

The Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate) at no cost to the Employee. Employees shall be allowed fifteen (15) minutes for washup time prior to the conclusion of their shift.

No charge shall be made against the Employees for above items which are returned in reasonable condition, or which are lost or damaged beyond the Employee's 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** All safety equipment and clothing that is provided by the Employer under this Collective Agreement will be correct fitting for every individual body type, size and gender when available.

- 7.05** 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 provided with toilet tissue, and kept clean, and heated when necessary. Flush toilets will be provided where possible and practical, as determined by the Employer.

- 7.06** The Union agrees to provide the Employer with qualified Employees when requested, to perform safety watch duties when required and when such safety watch is within the Employer's control.

- 7.07 Disabled Workers**

The Employer agrees, subject to prior consultation with the Union, to employ any member on

work which suits their physical ability and which is acceptable to the member, this could include but not be limited to tool crib as defined in Article 2.08 of this Agreement. Those who have suffered injury or disability in the trade should be employed when their capabilities are considered suitable, provided workers have the approval of the Workers Compensation Board of British Columbia (dba WorkSafeBC).

7.08 Underground Work

Employees who work underground during excavation which includes drilling, blasting, guniting and/or rock bolting or outfalls such as Burrard Thermal, shall receive prevailing rates plus ten percent (10%). Employees who work any part of the half shift underground shall be paid the ten percent (10%) premium for that half shift. If an Employee works underground in both half shifts, the Employee shall be paid prevailing rates plus ten percent (10%) for all hours paid that shift including shift differential.

7.09 Jobsite Telephones

A telephone(s) shall be made available to all Employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No Employee except for the steward (while doing business as steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.

- 7.10** No Employee shall be required to install any app on their personal cell phone as a condition of employment.

ARTICLE 8.00 – WELDING TESTS

- 8.01** All welders are required to carry their welder's log book to all projects to which they are dispatched. Once an Employer is in receipt of a welder's log book, the employer shall be responsible for its safe return or replacement cost in case of loss or theft. Any Employee holding a current Provincial Government Welding Certificate of Qualification and/or a Welder's Log Book, who is required to take a Provincial Government test, shall be paid for the time required to take the test, including materials and inspector fees.

- 8.02** (a) Should a private procedure test be required by the Employer, the Employee shall be paid for the time required to take such test.
- (b) When a welder is required to perform a test for an Employer, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.
- (c) Should an Employee fail a welding test and request to be retested, or be requested by the Employer to perform a second test, such second test shall be conducted on the Employee's own time.

The Employee shall not have the right to refuse a retest if requested by the Employer.

- 8.03** Any welder possessing a current Provincial Government welding certificate of qualification, who

is instructed to proceed to take tests, necessitating them having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travel expenses and subsistence allowance, if applicable.

- 8.04** Welders passing a test will have the results recorded in their welders log book by the Employers representative at the time of the test or prior to completion of the project.
- 8.05** Where a welder is to take a private or provincial test on which the issuance or re-issuance of their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their ability to perform the test.

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

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

- 8.06** Any welders 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.
- 8.07** Welding equipment will only be operated by welders or apprentices who are required to tack weld.

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 of the Union will designate, or otherwise arrange for, the appointment of a steward from among the qualified working Journeyman Employees.
- 10.02** It will be the steward's duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they will be allowed reasonable time to perform their duties as agreed to by the Employer's representative on the job. When the Employer determines it is necessary to reduce the working forces on the job by layoff, transfer or termination the Job Steward(s) shall receive notice and a list of the Employees that will leave the job. Such notice shall be at least two (2) hours prior to the end of the final shift of the Employees.
- 10.03** When practical, the Steward shall be retained until the end of the job, provided there is work available for which they are qualified; otherwise the Business Manager or Business Representative 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

Foreperson, Foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

- 10.05** When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, they shall be included in such required overtime or bad weather working time.

ARTICLE 11.00 – LIAISON COMMITTEE AND JOINT CONFERENCE BOARD

11.01 Liaison Committee:

The parties agree to have a Liaison Committee consisting of six (6) members, three (3) appointees by CLR and three (3) appointees by the Union. The terms of reference for the committee shall be to review conflicting language issues, review interpretations and on-site problems and make recommendations for consideration and/or approval to the Joint Conference Board.

11.02 Joint Conference Board

- (a) A Joint Conference Board shall be formed which will be equally represented by three (3) members of CLR, and by three (3) members of Local Lodge 359, who shall meet periodically upon request by either party, at which meetings two (2) members of each party will constitute a quorum; such Board will be empowered on behalf of the respective parties hereto to adjust disputes, grievances, or establish regulations governing the conduct of their members. The Joint Conference Board shall meet at least once during each calendar year or more periodically upon request.
- (b) Should, in the opinion of the parties to this Agreement, certain articles, clauses or conditions as outlined in this Agreement not be working practically in the best interests of both parties, such articles, clauses or conditions will, upon mutual agreement of the Joint Conference Board and consistent with the original intent, be rewritten as Letters of Clarification and/or Understanding which will be attached to this Agreement.

Such letters of Clarification and/or Understanding will be binding on the parties and their members during the term of this Agreement.

ARTICLE 12.00 – GRIEVANCE PROCEDURE

- 12.01** Grievance as used in this Agreement is an Employee and/or an employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.
- 12.02** All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:
- STEP1:** Any Employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Foreperson.
- STEP 2:** Should the Employee and Job Steward be dissatisfied with the Foreperson's disposition

of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable section of the Agreement, before again presenting same to the Foreperson or the next level of supervision above the Foreperson. The Foreperson or next level of supervision shall answer the grievance in writing within ten (10) working days, or at a time mutually agreed upon.

STEP 3: In the case of any dispute or grievance arising that cannot be settled informally by the Employee, Job Steward and Foreperson or General Foreperson on the project, it will be referred in writing to the representatives of the parties within two (2) working days, or at a time mutually agreed upon. Should the dispute or grievance remain unsettled it will be referred in writing to the Joint Conference Board within two (2) working days and such board shall meet within twenty-four (24) hours if necessary. All time limitations pertaining to disputes or grievances may be extended by mutual agreement of the parties. Failure to reply to the grievance within the agreed time limit shall mean the grievance is conceded.

Grievances not processed from one step to another within ten (10) working days, shall be deemed to be settled on the basis of the last written reply to the Griever.

- 12.03** If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board upon its having been considered by the Joint Conference Board, then either of the parties to the dispute or grievance will be at liberty to refer the dispute or grievance to Arbitration as provided for in Article 13 of this Agreement.
- 12.04** All settlements arrived at under this Section shall be final and binding upon the Employer, the Union and the Employee or group of Employees concerned.
- 12.05** The Union or the Employer shall have the right to initiate a group dispute or grievance and a dispute or a grievance of general nature at Step 3 of Section 2, thereby eliminating Steps 1 and 2.

ARTICLE 13.00 – ARBITRATION

- 13.01** Any difference or disputes between the Employer and the Union, or between the Employer and an Employee or Employees, relating to the interpretation, application, administration or alleged violation of this Agreement that has not been satisfactorily settled pursuant to this Agreement, shall, upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Section 2 of the preceding Clause of this Agreement, be submitted to a mutually acceptable Single Arbitrator or an Arbitration Board.
- 13.02** Either party desiring arbitration shall notify the other party in writing of its intention and particulars of the matters in dispute. In the case where an Arbitration Board is to be used, the party initiating the Arbitration shall appoint a member to the Board and notify the other party of such appointment. The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- 13.03** The two (2) members so appointed shall confer to select a third person to be Chair and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.

- 13.04** The Arbitrator or Arbitration Board shall sit, hear the parties, settle the term of the question or questions to be arbitrated, and make an award within ten (10) days from the date of appointment, provided that the time may be extended by agreement of the parties.
- 13.05** The Arbitrator or Arbitration Board shall submit the award in writing to each of the parties. The award shall be final and binding upon the parties and they shall carry it out forthwith.
- 13.06** Each party shall pay its own cost and expense of arbitration. One-half the compensation of the Arbitrator and the stenographer and other expenses of the Arbitrator shall be paid by each party.

ARTICLE 14.00 – HOURS OF WORK

- 14.01** The Employer does not guarantee to provide work to any Employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an 8-hour day, with one-half or one hour for lunch commencing no later than five hours after work commenced. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

14.02 Compressed Work Week

A compressed work week may be established by mutual agreement between the Union and the Employer for other than shutdown projects where overtime is scheduled. Mutual agreement of the Union will not be unreasonably withheld. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Article.

The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday schedule or the Tuesday through Friday period.

Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, (Friday on the Monday through Thursday schedule or Monday on the Tuesday through Friday schedule) the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.

If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premiums will apply.

Where the Monday through Thursday option is worked and a Recognized Holiday falls on the Friday, the Friday shall be the observed day off, unless varied by mutual consent. Where the Tuesday through Friday option is worked and a Recognized Holiday falls on the Monday, the Monday shall be the observed day off, unless varied by mutual consent. When a Recognized Holiday falls in the work week, the Union and Employer shall mutually agree to the work schedule for that week. Once the start day is established, it may not be changed without mutual consent of the Business Manager and the Employer.

14.03 Starting and Stopping Times

The starting and stopping times shall be at the tool lock-up or lunchroom. The starting time of the normal hours of work may be varied by up to two (2) hours earlier or later, without penalty or premium, provided eight (8) hours advance notice is given by the Employer to the affected Employees, (i.e. during the prior shift).

Subject to the above, by mutual agreement, in writing, between the Business Manager and the Employer, the foregoing starting and quitting times may be changed by further variance to suit job requirements or conditions. If the foregoing starting or quitting times are changed without mutual agreement, except as noted above, 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.

14.04 Meal Breaks

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

On out-of-town camp projects, hot lunches will not be provided, however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with them to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.

14.05 Rest Breaks

On a regular shift, two (2) ten (10) minute rest breaks may be taken. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided, the rest breaks will revert to ten (10) minutes each. All additional meal breaks will be paid at straight time rates.

If unscheduled overtime is worked beyond the normal working day and if the duration of overtime is to exceed one (1) hour then the Employee will be allowed a coffee break at the end of the normal shift. Such breaks and a suitable location to be determined by the Employer in consultation with the Job Steward.

These breaks may be staggered, alternated or varied to permit continuous operation where required, by mutual agreement between the Business Manager and the Employer, prior to the start of the project, where possible.

An Employee shall not be required to work during their regular scheduled rest or work (coffee) break except in emergency or special circumstances, in which case, they will receive a reassigned rest or work (coffee) break. If this break falls outside the regular rest or work (coffee) break established on the job, they shall receive an additional allowance of ten (10) or fifteen (15)

minutes pay at straight time rates which shall be in addition to their regular straight time hours.

- 14.06** Overtime rates of pay shall apply for Saturday, Sunday and Recognized Holidays, or for hours outside of the regular working hours, as amended by mutual agreement. This shall include waiting, reporting, show up and standby time.
- 14.07** If the scheduled shift is changed, a minimum of eight (8) hours' notice shall be given to the affected Employees.
- 14.08** Where the normal hours of work are in excess of eight (8) hours per shift, the very last crew remaining on the project may work only eight (8) hours subject to the provisions of Article 18.02. This refers to the completion of the job, not to workers who may be discharged earlier. This must be noted on each order for staffing placed with the union.
- 14.09** On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

14.10 Emergency Repair Call-Out

Where the Employer places an order for the immediate dispatch of a crew to an existing facility, it is considered to be an Emergency Repair Call-Out, for which the Employees shall receive an emergency repair call-out allowance of:

For jobs sites in the Vancouver Free Zone & Port Moody: \$200.00

For all other jobsites: \$300.00

For Emergency Repair Call-Out work due to the requirement for Employees to commence work on short notice the Employer has the right to identify welding qualifications which may be required for Employees to be eligible for dispatch.

Where an Employee reports to work for an Emergency Repair Call-Out the regular shift start and stop times will not apply to the first day of work and the Employee will work the first eight (8) hours at straight time (or the appropriate overtime rate if worked on Saturday, Sunday or Statutory Holidays). Any additional hours worked will be compensated as Overtime. All days following the first shift will be scheduled in accordance with the standard hours of work provisions.

In cases of emergency work, where the Employer is unable to contact the Union office, the Employer may commence work and notify the Union office as soon as possible.

ARTICLE 15.00 – SHIFT WORK

15.01 Shift Work

Scheduling of Shifts

- (a) The Employer may schedule an afternoon and/or night shift if/as required.
- (b) One (1) only shift shall be necessary to constitute an afternoon or night shift if Article

14.10 (Emergency Repair Call-Out) provisions are instituted for the work. For all other work two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

- (c) It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift.

Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Boilermaker who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium

Afternoon Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.

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.

- 15.02** For the purpose of defining the shifts, the first shift shall be the day shift which commences at 8:00 a.m. The starting time of the normal hours of work may be varied by the Employer up to two (2) hours, earlier or later, without penalty or premium, provided eight (8) hours advance notice is given to the affected Employees (i.e. during the prior shift). Any further variance of starting time may be varied by mutual agreement with the Union to suit job requirements. The second shift shall be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift.

- 15.03** When an Employee is required to return to work without an eight (8) hour break, all work performed shall be paid at double (2) the regular hourly rate, until such time as the Employee receives an eight (8) hour break. It is the intent of this clause that no Employee shall lose pay on a normal shift due to taking the required eight (8) hour break. (Example: Day Shift works to 2:00 a.m., has 8 hours off and returns at 10:00 a.m. for a shift which normally commenced at 8:00 a.m. the Employee is paid from 8:00 a.m. onwards).

15.04 Shift Appendix "A"

Day Shift		Straight Time
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hr
Meal	@ 12:00 noon to 12:30 p.m.	0.0 hr
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hr
Total = 8 hours straight time pay.		

Afternoon Shift

Commence	@ 4:30 p.m. to 8:30 p.m.	4.0 hr
Meal	@ 8:30 p.m. to 9:00 p.m.	0.0 hr
Commence	@ 9:00 p.m. to 12:30 a.m.	3.5 hr
Total 7 ½ hrs + ½ hr Shift Differential = 8 hrs straight time pay.		

Night Shift

Commence	@ 12:30 a.m. to 4:00 a.m.	3.5 hr
Meal	@ 4:00 a.m. to 4:30 a.m.	0.0 hr
Commence	@ 4:30 a.m. to 8:00 a.m.	3.5 hr
Total 7 hours + 1 hour Shift Differential = 8 hours straight time pay		

15.05 Shift Appendix "B"**One or Two Nine Hour Shifts**

1st Shift		Straight	1½	Double
Commence	@ 8:00 a.m. to 12:30 p.m.	4.5 hr		
Meal	@ 12:30 p.m. to 1:00 p.m.	0.0 hr		
Commence	@ 1:00 p.m. to 5:30 p.m.	3.5 hr	1.0 hr.	
TOTAL 8 hours + 1 hour @ 1-1/2 times = 9.5 hours				

2nd Shift

Commence	@ 5:30 p.m. to 10:00 p.m.	4.5 hr		
Meal	@ 10:00 p.m. to 10:30 p.m.	0.0 hr		
Commence	@ 10:30 p.m. to 3:00 a.m.	3.5 hr	1.0 hr	
TOTAL 8 hours + 1 hour @ 1-1/2 times = 9.5 hours + \$6.00 per hour premium for each hour worked				

15.06 Shift Appendix "C"**One or Two Ten Hour Shifts**

1st Shift		Straight	1½	Double
Commence	@ 8:00 a.m. to 1:00 p.m.	5.0 hr		
Meal	@ 1:00 p.m. to 1:30 p.m.	0.0 hr		
Commence	@ 1:30 p.m. to 6:30 p.m.	3.0 hr	2.0 hr	
Total 8 hours + 2 hours @ 1-1/2 times = 11 hours				

2nd Shift

Commence	@ 6:30 p.m. to 11:30 p.m.	5.0 hr	
Meal	@ 11:30 p.m. to 12:00 mid.	0.0 hr	
Commence	@ 12:00 a.m. to 5:00 a.m.	3.0 hr	2.0 hr
Total 8 hrs + 2 hrs @ 1-1/2 times = 11 hours + \$6.00 per hour premium for each hour worked			

15.06 Shift Appendix "C"**One or Two Eleven Hour Shifts**

1st Shift		Straight	1½	Double
Commence	@ 8:00 a.m. to 1:00 p.m. noon	5.0 hr		
1st Meal	@ 1:00 p.m. to 1:30 p.m.	0.0 hr		
Commence	@ 1:30 p.m. to 6:30 p.m.	3.0 hr	2.0 hr	
2nd Meal	@ 6:30 p.m. to 7:00 p.m.	0.5 hr		
Commence	@ 7:00 p.m. to 8:00 p.m.	0.0 hr		1.0 hr
Total 8.5 hrs + 2 hrs @ 1-1/2 times + 1 hr @ 2 times = 13.5 hours				

2nd Shift

Commence	@ 8:00 p.m. to 1:00 a.m.	5.0 hr		
1st Meal	@ 1:00 a.m. to 1:30 a.m.	0.0 hr		
Commence	@ 1:30 a.m. to 6:30 a.m.	3.0 hr	2.0 hr	
2nd Meal	@ 6:30 a.m. to 7:00 a.m.	0.5 hr		
Commence	@ 7:00 a.m. to 8:00 a.m.	0.0 hr		1.0 hr
Total 8.5 hrs + 2 hrs @ 1-1/2 times + 1 hr @ 2 times = 13.5 hours + \$6.00 per hour premium for each hour worked				

ARTICLE 16.00 – OVERTIME

- 16.01 (a)** When an Employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid overtime at the rate of time and one-half (1½X) the regular hourly rate for the first two (2) hours of overtime. All additional hours shall be paid at double (2X) the regular hourly rate.
- (b)** Work performed on Saturday, Sunday and Recognized Holidays shall be paid at double (2X) the regular hourly rate. Refer to the Overall Memorandum of Settlement for the exception for non-industrial projects. This exception does not prejudice the Union position as to the nature of work performed under this collective agreement.
- (c)** While it is recognized that there may be an occasional need to work unscheduled overtime, such overtime will be done only when absolutely necessary. Every effort will be made by the Employer to spread the unscheduled overtime amongst the total crew(s). The Union will be contacted of unscheduled overtime should it occur a second consecutive time.
- 16.02** 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 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. Where this is impractical, a meal allowance of thirty dollars (\$30.00) plus one half hour of straight time wages will be paid for all Employees including those receiving any form of subsistence. At its 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 be changed by mutual consent of the Business Manager and the Employer.

ARTICLE 17.00 – VACATION AND RECOGNIZED HOLIDAYS

- 17.01** (a) Every Employee covered by this Agreement, shall receive fifteen (15) Recognized Holidays with pay, which shall be calculated at six percent (6%) of their gross earnings and shall be paid to the Employee on the regular weekly pay cheque.
- (b) Every Employee covered by this Agreement shall receive a Vacation Allowance which shall be calculated at six percent (6%) of their gross earnings and shall be paid to the Employee on the regular weekly pay cheque.
- (c) Vacation and Recognized Holiday pay shall be combined and shall be accrued at the rate of twelve percent (12%) of gross earnings.
- 17.02** The Recognized Holidays are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B. C. Day, B.C. Day, Friday before Labour Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a Public Holiday by the Federal and/or Provincial Government. Refer to Overall Memorandum of Settlement for the exception for non-industrial projects. This exception does not prejudice the Union position as to the nature of the work covered by this collective agreement.
- 17.03** Overtime rates shall be paid for hours worked on Recognized Holidays. This shall include, waiting, reporting and standby time. No work shall be performed on Labour Day, except in cases of emergencies, shutdowns or special circumstances.
- 17.04** Recognized Holidays 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.

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, they shall be entitled to four (4) hours' pay, plus subsistence if applicable, for the first regular working day they are kept waiting. Thereafter the waiting time shall be increased to a full day's pay (i.e. to a maximum of 8 hours) for each regular working day. This waiting pay shall continue until the Employee is given work or released from the job.

18.02 (a) When an Employee reports to work and commences work and is sent home by the Employer, the Employee shall be paid four (4) hours pay at the applicable rate if sent home prior to the first meal period. If the Employee is sent home after the first meal period, the Employee shall be paid the full shift as scheduled. Should the Employee leave the place of work on their own accord the Employee shall be paid for the actual time worked.

(b) Standby Time

When an Employee reports to work and is unable to commence work, the Employee, when requested to standby either at the work place or other area designated by the Employer, shall be paid for all time spent waiting to commence work or until released by the Employer. The Employee must be available and capable of returning to work upon notification.

(c) When an Employee commences work and is requested by the Employer to stop work and report back at a later time, the Employee shall be paid, as if there had been no interruption in the shift at the applicable rate up to a maximum of the scheduled shift, providing however, that the Employee is available and capable of returning to work upon notification.

18.03 (a) Show-up Time

When an Employee shows up for a scheduled shift and the shift is cancelled and the Employee is sent home by the Employer, the Employee shall be paid two (2) hours show-up time.

(b) When an Employee is notified eight (8) hours prior to the commencement of a scheduled shift not to report for work, (i.e. during the prior shift) then they will not be eligible for two (2) hours show-up time.

Where 18.03 (a) or (b) occurs on any two (2) consecutive days, then the Employee will, at their option, be entitled to a layoff. If travel allowance is involved the cost of return travel shall be paid by the Employer.

18.04 Online Orientation/Indoctrination

Where an Employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the Employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

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

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

18.07 When an Employee is unable to report for work due to a strike or work stoppage on the project

where they are employed, such Employee will not be entitled to any reporting or show-up time.

18.08 Workers' Compensation Cases:

When an accident has occurred that is properly established as a workers' compensation claim, and the attending physician gives the Employee a letter to the effect that the Employee will not be fit to resume work for more than six (6) shifts, then the Employer, at their option, shall do one of the following:

- (a) Reimburse cost of transportation back to the point of hire except when such transportation is supplied and/or reimbursed for at the time by the Workers Compensation Board of British Columbia (dba WorkSafeBC), or
- (b) Be responsible for provision of board and room free of charge during the period of absence due to injury except when such board and room is supplied and/or reimbursed for at the time by the Workers Compensation Board of British Columbia (dba WorkSafeBC) while in the project area.
- (c) Provided that in both the above cases (a) and (b) the Union and the Employee will ensure that the Employer is reimbursed for such monies that the Employer may outlay.

18.09 Employees involved in an accident while on the job shall receive a full day's pay for the day of the accident providing they require medical treatment by a doctor.

ARTICLE 19.00 – TRAVELLING EXPENSES

19.01 (a) Lower Mainland: Free Zone

Northern Boundary: Burrard Inlet
 Western Boundary: Strait of Georgia to include Vancouver International Airport
 Southern Boundary: North Arm Fraser River to include Annacis Island
 Eastern Boundary: Port Mann Bridge, North on Lougheed Highway to Barnet Highway, West to Mountain Blvd. (from this point on a direct line to end of Burrard Inlet)

(See Appendix "B" for a Map of the Boundary of the Free Zone)

(b) Lower Mainland: Daily Travel Zone:

On those projects that are outside the free zone the Employer shall have the choice of paying the road kilometre rate or subsistence. Where the Employer elects daily travel allowance, the Employee shall receive fifty cents (\$0.50) per road kilometre to and from the project to the edge of the free zone, for each day worked or reported for work. Where the Employer provides transportation, the daily travel allowance will be paid one way.

(c) Initial/Terminal Travel

- (i) (a) The Employer shall pay an initial and terminal travel allowance per kilometre by the most direct route to any Employee who is directed or

dispatched to an out-of-town project. The parties agree that this amount per kilometre will be adjusted based upon the published amount as established by the Canada Revenue Agency (sixty-eight cents (\$0.68) per kilometre effective January 1, 2023) and shall be adjusted on the same date as the CRA changes are effective for reasonable daily vehicle mileage expenditures. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to items (b), (c), (d), (e) and (f) for further clarification and exceptions.

- (b) Mileage shall be calculated from the Employee's residence within the Province of British Columbia or the Yukon Territory following the most direct route to the jobsite. Should an Employee's residence be outside those boundaries the distance will be measured from the point the Employee first enters the Province of British Columbia or the Yukon Territory while following the most direct route to the jobsite.
 - (c) Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.
- (ii) The Employer shall reimburse an Employee, for any/all ferry fares for the BC Ferry Corporation rate for an under-height vehicle (up to and including 7' high) with a total length of 20 feet. Reimbursement for the current single passenger fare shall also be made by the Employer.

The Employer will reimburse the Employee where travel requires the payment of highway tolls.
- (iii) When an Employee requests to use air travel to the project, the following terms and conditions shall prevail.
 - (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus ground transportation fare to/from the project (unless there is Employer/Owner supplied transportation) from the airport located nearest thereto.
 - (b) The Employer will pre-arrange air travel to/from the Employee's point of dispatch. The air carrier and class of ticket shall be at the discretion of the Employer but shall be by a regularly scheduled carrier. The Employer shall not direct an Employee to fly standby.
 - (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

- (iv) Where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance, which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- (v) In the event an Employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employees terminal travel allowance and shall additionally be entitled to deduct the initial travel allowance already paid from the Employees final pay cheque.
- (vi) An Employee shall not suffer any lost wages as a result of the Employer having made arrangements for the transportation of the Employees tools to a project, if such tools are subsequently not available to the Employee for any reason as a result of a transportation delay or mishap. Tool transportation costs are the responsibility of the Employer.
- (vii)
 - (a) For an Employee to qualify for transportation expenses, the Employee must remain fifteen (15) calendar days on the project or until layoff, job completion or if they have been granted permission by the Employer to leave before completion for initial transportation expenses, and thirty (30) calendar days or until layoff, job completion or if they have been granted permission by the Employer to leave before completion, whichever comes first, to receive terminal transportation expenses.
 - (b) The Employee shall receive all travel expenses within two working days of reporting to the job. These expenses shall be treated as an advance on wages and shall be deducted from the last pay cheque, where Article 19.02 applies.
 - (c) When an Employee is unduly delayed through no fault of their own while using transportation supplied by the Employer travelling on initial or terminal transportation, they shall receive payment for the actual time of such delay up to a limit of eight (8) hours straight time rate in each twenty-four (24) hour period. This shall not apply to the Article 19.03 Turnaround.
 - (d) On subsistence projects, if the Employer supplied accommodation is more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula (CRA rate effective each year) measured from the accommodation to the forty (40) kilometer zone and back to the accommodation. Should the Employer provide transportation, the daily allowance will be paid one-way from the Employer supplied accommodation to the forty (40) kilometer zone. Should an Employer covered by this Agreement provide Boilermaker members to work on a shutdown (on an out of town project), the language in Article 19.01(d) of the 2022 – 2025 Collective Agreement between the Boilermakers Lodge 359 and CLR and independent contractors signatory thereto will apply on

that shutdown.

- (e) (i) A Local Resident is defined as a Union member who resides within eighty (80) road kilometres from the project at the time of hire. An Employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer.
- (ii) Local Residents, as defined in Article 19.01(e)(i), shall not be entitled to initial or terminal transportation as set out in Article 19.01(c) nor shall they be entitled to a Turnaround allowance as set out in Article 19.03. Local Residents shall receive a Daily Travel Allowance.
- (iii) Local Residents living beyond the forty (40) road kilometre free zone around the jobsite of an out-of-town shutdown project shall receive Employer supplied transportation from an Employer supplied accommodation, and be paid fifty cents (\$0.50) per road kilometre from the edge of the forty (40) road kilometre free zone around the jobsite to their place of residence as a daily travel allowance for each day worked or reported for work. Daily travel will be paid both ways. The same provisions that apply to non-Local Residents will apply to Local Residents for non-shutdown projects. Where weather or road conditions do not allow the Employee to travel to their residence, the Employer shall provide subsistence in lieu of daily travel.

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

19.03 Turnaround

On out of town projects, of over thirty-five (35) calendar days duration, the Employer shall provide a turnaround every twenty-eight (28) calendar days. Thirty-five (35) calendar days duration must exist after return from each turnaround for a further turnaround after twenty-eight (28) calendar days to be allowed. Qualification requires five (5) days of work following the leave or payment. An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The Allowance will be based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

250 km to 500 km	\$255.00
501 km to 750 km	\$425.00
751 km to 1000 km	\$595.00
over 1000 km	\$680.00

The mileage will be computed from the project to the dispatch point. It is agreed that the above amounts will be paid only once for each turnaround.

The extent of the turnaround shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer. The timing of the turnaround shall also be decided by mutual agreement. Any delay will be applied to the following turnaround period. Subsistence shall not be paid during turnaround periods.

Where a turnaround without Employer payment is declined, a new twenty-eight (28) day period of accrual will commence one day after the twenty-eight (28) day period is completed, leading to the Employer travel expense turnaround and vice versa.

There shall not be any payment of Employer paid travel expense turnarounds unless actually taken (ie. use it or lose it). However, the Employee is allowed to accrue Employer paid travel expenses turnarounds to a future date.

ARTICLE 20.00 – SUBSISTENCE

- 20.01** When Employees can be accommodated in Camp accommodation supplied by the Employer, no Employee shall be entitled to any other form of subsistence. General Forepersons are excluded from this provision.

Camp shall mean camp accommodation as defined in the British Columbia-Yukon Territory Building and Construction Trades Council Camp Rules and Regulations 2008-2014 and any revisions thereto.

Local Residents, as defined in Article 19.01(e)(i), shall not be entitled to subsistence allowance. On camp jobs, Local Residents shall be entitled to one (1) meal daily.

- 20.02** On camp jobs, no walking time shall be paid up to 2,500 feet from the worksite. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

Where no camp accommodation is available, Employees are to be supplied subsistence allowance or room plus meal allowance by the Employer. At any time, an Employee may elect by informing the Employer, not to accept room plus meal allowance supplied by the Employer and, in that case, the Employee shall be paid by the Employer a Subsistence Allowance. An Employee who elects to go on subsistence allowance will be allowed to check into Employer supplied lodging, providing a room is available. In either case this choice can be made only once.

Commercial lodging shall mean a hotel room, or its equivalent, on the agreement that first class accommodation is understood to mean a single room when available.

- 20.03** Where there is no camp accommodation, the Employer shall provide either:

- (a) Living out allowance, or
- (b) Room plus meal allowance.

These options to be on a seven (7) day per week basis.

- (c) It is agreed by the parties, that the LOA rates will be as follows:

May 1, 2023	\$200.00
-------------	----------

No other costs will be borne by the Employer for Employees choosing this option.

The parties further agree that the meal allowance on option (b) will be as follows:

May 1, 2023	\$87.50
May 1, 2024	\$90.00
May 1, 2025	\$92.50

- (d) It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty (40) kilometers from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula (\$0.68 effective January 1, 2023) measured from the accommodation to the forty (40) kilometer zone and back to the accommodation. Should the Employer provide transportation, the daily allowance will be paid one-way from the Employer supplied accommodation to the forty-(40) kilometer zone.
- (e) Should an Employer covered by this Agreement provide Boilermaker members to work on a shutdown (on an out of town project), the language in Article 19.01 (d) of the 2022 – 2025 Collective Agreement between the Boilermakers Lodge 359 and CLR and independent contractors signatory thereto will apply on that shutdown as follows:
 - (i) On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee:
 - (ii) Where the Employer supplied accommodation is within the forty (40) road kilometer free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Employer supplied accommodation.
 - (iii) Where the Employer supplied accommodation is beyond the forty (40) road kilometer free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the Transportation Rate from the edge of the 40 road kilometer free zone around the jobsite, paid both ways.
 - (iv) Where an Employee elects to use their personal vehicle to travel to the jobsite from the Employer supplied accommodation the Employer will, in place of daily transportation, pay mileage at the Transportation Rate both ways from the Employer provided accommodation to the project.

Where transportation is provided by the Employer and is delayed by mechanical

breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the Employee is delayed in arriving at the jobsite, their hours of work and pay shall nonetheless be considered to start at the normal time. If the Employee is delayed in departing from the jobsite or arriving to their normal pickup point due to mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the actual time of such delay shall be added to the Employee's earnings calculated at the straight time rate.

- (f) The Employee shall receive subsistence allowance or, if on Room plus Meal Allowance, the meal allowance portion for the first week of the project within that first week with no hold back, and every week thereafter.

20.04 Check-out Allowance:

- (a) Any Employee who is living in camp accommodations provided by the Employer may elect to receive a sum of fifteen dollars (\$15.00) per day or any such amount as may be established on a project by mutual agreement in lieu of meals which will not be consumed on weekends or Recognized Holiday(s). If meal tickets are provided to Employees, the Employee must turn in their meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).
- (b) The Employee must work the shift prior to the weekend or Recognized Holiday(s) and the shift after the weekend or Recognized Holiday(s) unless mutually agreed between the Employees and the Employer's Representative.

20.05 Subsistence Forfeiture

When an Employee fails to report to work when work is available on the working day immediately preceding or following bad weather days or Recognized Holidays, they shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available they shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, they shall forfeit subsistence allowance for Sunday and for Monday. An Employee shall also forfeit subsistence allowance for absenteeism on any working days.

- (a) 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.
- (b) Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.
- (c) Where an Employee forfeits subsistence under Article 20.05 herein and is on free room and board, they shall reimburse the employer an amount equal to the prevailing subsistence allowance for each day of forfeiture.

ARTICLE 21.00 – PAY DAY

- 21.01** Employees shall be paid weekly, during normal working hours, not later than Friday. In no case shall more than five (5) regular working days be held back in any one payroll period. The Employer has the right to pay Employees by direct deposit including the provision of paystubs by electronic delivery. Where paystubs are provided electronically the Employer will provide Employees with a way to confidentially access and make a copy of their paystub through the workplace. The Employer shall notify the Union prior to the start of the job whether pay will be by direct deposit.
- 21.02** Employees who are laid off or discharged from the service of the Employer, shall receive their Wages and Record of Employment on termination if the payroll is made up on the project, otherwise:
- (a) The Employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel expenses, subsistence, etc.
 - (b) and the Employer shall mail the Employee's wages and Record of Employment within three (3) days, exclusive of Saturday, Sunday and Recognized Holidays.
 - (c) Should the Employee fail to provide in writing to the Employer a residence mailing address, the Employee's wages, etc. shall be mailed to the Union office as prescribed in this Article.

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 they are kept waiting up to a maximum of forty (40) hours.

The parties have agreed that a penalty is appropriate when the Employer is in default of making final payment to the Employee on termination. The purpose of this is to compensate the Employee for delays in payment that are due to reasons within the control of the Employer. However, it is recognized that there may be extenuating circumstances making it impractical for the Employer to comply with this provision and in that case, the Business Manager shall be empowered to waive the Employee's right to grieve.

- 21.03** When an Employee quits of their own volition, they shall receive their Wages and Record of Employment on the regular day applicable for the period worked.

ARTICLE 22.00 – WAGES

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

Refer to Appendix "A" *Wage and Benefits Summary

22.01 Contract Administration Fund

All signatory Employers shall contribute the sum as identified in Appendix "A" Wage and Benefits

Summary for each hour worked on behalf of each Employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereof shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual Employers.

22.02 Jurisdictional Assignment Plan of the British Columbia Construction Industry

All signatory Employers shall contribute the sum as identified in Appendix "A" Wage and Benefits Summary per hour to the Plan trustees.

22.03 BCBCBTU Funding

The Employers will provide funding for the BCBCBTU as identified in Appendix "A" Wage and Benefits Summary for all hours worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

ARTICLE 23.00 – PROVINCIAL AND FEDERAL LAWS

23.01 In the event any provision of this Agreement is in conflict with Provincial Statutes (Federal in the Yukon Territory or other areas where Provincial Statutes are not applicable), the parties agree to renegotiate such provisions 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.

23.02 When the Employee is away from the job site 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 Workers' Compensation or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings and regulations.

ARTICLE 24.00 – APPRENTICESHIP

24.01 Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to five (5) Journeypersons. The Apprenticeship ratio is based on the total number of Journeypersons hired to the project. (Note: An Apprentice is in addition to the crew.)

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

- 24.02** All Apprentices shall be employed in accordance with the provisions of the *Skilled Trades BC Act* and the parties agree to observe all provisions of the said Act.
- 24.03** Apprentices shall be given the support of Supervisors, Forepersons and Journeypersons working on the job on which the Apprentices are employed and, under the guidance of the Journeyperson, they may perform rigging, fitting, layout work or tack weld, or any other part of the Boilermaker trade.
- 24.04** When the Employer reduces the workforce on any project, Apprentices are not to be solely used to perform functions of the Journeyperson in lieu of a Journeyperson.

ARTICLE 25.00 – SUB-CONTRACTING

- 25.01** It is agreed and understood that Employers when sub-contracting work within the jurisdiction of Lodge 359 covered by this Agreement, shall only subcontract such work to an Employer signatory to an Agreement with Local Lodge 359.

ARTICLE 26.00 – ENABLING CLAUSE

- 26.01** 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 CLR 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 grievance or arbitration.
- 26.02** The parties agree in accordance with the Overall Memorandum of Settlement that joint industry funds negotiated between the BCBCBTU and CLR (e.g.: Rehabilitations Fund) or individual dues to umbrella organizations, will not be reduced or eliminated without the prior written consent of the BCBCBTU and CLR.

ARTICLE 27.00 – DRUG AND ALCOHOL POLICY

- 27.01** The parties agree to be bound by the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy ("D&A Policy") including decisions of the BCD&A Drug & Alcohol Program Society ("D&A Society").
- 27.02** All signatory Employers shall contribute the sum as identified in Appendix "A" Wage and Benefits Summary for each hour worked on behalf of each Employee working under the terms of this Agreement, to the D&A Society.
- 27.03** Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

ARTICLE 28.00 – HUMAN RIGHTS

- 28.01** The parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated in the open and inclusive craft building trades construction Industry.

ARTICLE 29.00 –LEAVE POLICY

29.01 Military Leave

The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Labour Relations Alliance, dated May 12, 2010.

29.02 Pregnancy & Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

29.03 Illness and Injury Leave

Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.

ARTICLE 30.00 – DURATION AND RENEWAL OF AGREEMENT

- 30.01** This Agreement shall become effective on May 1, 2023 and shall remain in full force and effect until April 30, 2026 and 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.
- 30.02** 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.
- 30.03** 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.
- 30.04** 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, or as provided by applicable laws, statutes or regulations.
- 30.05** The operation of Sections 50(2) and (3) of the *Labour Relations Code* are hereby excluded.

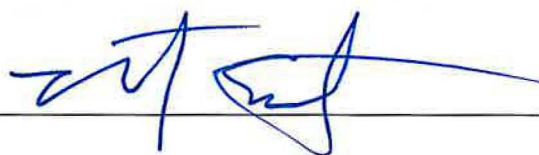
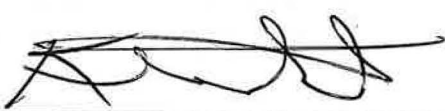
SIGNED THIS 28 DAY OF November, 2023

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF THE UNION:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

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



LETTER OF UNDERSTANDING #1

By and Between:

Boilermakers Lodge 359 ("The Union")

And

Construction Labour Relations Association of BC ("CLR")

Re: Job Ready Dispatch

The CLR recognizes the British Columbia Boilermaker Contractors' Association (the "BC BCA") as the primary funding partner in the Job Ready Dispatch (JRD) program. If the BC BCA at any time in the future decided to eliminate their contributions to the JRD Fund then the CLR understands that the Union may cancel the JRD program in its entirety and unilaterally withdraw this Letter of Understanding, thus eliminating the Union's responsibility to dispatch its members to CLR employers with JRD certifications.

It is jointly agreed that this Letter of Understanding shall form part of the Collective Agreement between the Union and CLR and that this LOU does not diminish any rights that the Employer, the Employees or the Union have under the Collective agreement.

In accordance with Article 26 – Enabling Clause, the parties agree to amend the existing Boilermaker Lodge 359 Collective Agreement with CLR, notwithstanding that all past, present and future Project Labour Agreements, Special Needs Agreements, Letters of Understanding or any other agreements negotiated prior to the expiry of the existing Collective Agreement shall be bound by the Letter of Understanding and the terms of the un-enabled Articles of the Collective Agreement.

A joint committee was established between the BC BCA and the Union regarding a Job Ready Dispatch (JRD) program on November 9, 2017. The BC BCA and the Union agree that the JRD program should be administered as a component of the Lodge 359 Apprenticeship and Trade Advancement Committee (ATAC) Trust Fund (the "ATAC Fund")

The JRD program contains a core suite of safety courses that each member will have completed in order to be dispatched.

The JRD Program contains the following core suite of certifications as follows:

- Energy Safety Canada or WorkSafeBC Fall Arrest
- Energy Safety Canada or WorkSafeBC Confined Space
- Qualitative or Quantitative Fit Tested
- CSTS

The initial Fall Arrest and Confined Space certifications must be completed in person. Subsequent certifications may be completed on-line by the above noted providers.

Each individual member of the Union is solely responsible to successfully complete and pay for the core suite of certification training, with the understanding, that upon providing the Union with a copy of their certification and receipt of payment, the ATAC Fund will reimburse each Member's incurred certification

training costs.

Should additional regulatory training requirements or changes come into effect impacting member safety training, the CLR and a committee of the Union will discuss its impact upon the core suite of safety certifications.

The JRD program shall be funded by an amendment to the Wage and Benefit Schedule of the Collective Agreement of \$0.30 per hour earned as a separate line item effective May 6, 2018.

The Trustees of the ATAC Fund will maintain financial records to account for the contributions, expenses and benefits, on a monthly basis, in respect of the JRD program.

The ATAC Trust Agreement will be amended by the Settlers of the ATAC Fund (the BC BCA and the Union) to accommodate the JRD as a component within the ATAC Fund.

The ATAC Trustees will review the JRD component of the ATAC Fund on an annual basis. It is from this review that the ATAC Trustees will make recommendations to the CLR and the Union regarding any adjustments that should be made to the JRD program contribution rates. The parties agree that the JRD component shall be revenue neutral.

The BC BCA and CLR will have access to the detailed financial records of the JRD component of the ATAC Fund as requested from time to time. Such requests shall be made to the Trustees of the ATAC Fund.

Key to the JRD program initiative from the contractors' perspective is access to the member certification records for their due diligence and to comply with the Province of British Columbia's Occupational Health and Safety Regulations.

The Union will maintain record keeping for the certifications which will be made available to the contractors online 24/7 through the UnionWare TransferLink software which was customized for Lodge 359.

It is the sole responsibility of the contractors to contact the Union in order to gain access to the TransferLink Program (user names and passwords). Information obtained through TransferLink must be kept secure, remain private and confidential, and only used for the purpose for which it is obtained.

At the conclusion of the 2016-2019 Collective Agreement between the parties, all terms and conditions listed herein shall form a part of the Collective Agreement.

CLR recognizes that in the event that BC BCA through the collective bargaining process withdraws or fails to maintain the JRD funding there will be no obligation on Lodge 359 to continue dispatching members with JRD as outlined herein.

APPENDIX "A" – WAGE AND BENEFITS SUMMARY

Breakdown of Monetary Package		May 28, 2023				October 29, 2023			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
General Foreperson	115%	\$57.55	\$6.91	\$12.71	\$77.17	\$58.83	\$7.06	\$12.71	\$78.60
Foreperson	110%	\$55.04	\$6.60	\$12.71	\$74.35	\$56.28	\$6.75	\$12.71	\$75.74
Journey person	100%	\$50.04	\$6.00	\$12.71	\$68.75	\$51.16	\$6.14	\$12.71	\$70.01
Level 5 – 5 th 1000 Hours	90%	\$45.04	\$5.40	\$12.71	\$63.15	\$46.04	\$5.52	\$12.71	\$64.27
Level 4 – 4 th 1000 Hours	83%	\$41.53	\$4.98	\$12.71	\$59.22	\$42.46	\$5.10	\$12.71	\$60.27
Level 3 – 3 rd 1000 Hours	75%	\$37.53	\$4.50	\$12.71	\$54.74	\$38.37	\$4.60	\$12.71	\$55.68
Level 2 – 2 nd 1000 Hours	69%	\$34.53	\$4.14	\$12.71	\$51.38	\$35.30	\$4.24	\$12.71	\$52.25
Level 1 – 1 st 1000 Hours	63%	\$31.53	\$3.78	\$12.71	\$48.02	\$32.23	\$3.87	\$12.71	\$48.81
Pre Apprentice	55%	\$27.52	\$3.30	\$12.71	\$43.53	\$28.14	\$3.38	\$12.71	\$44.23
Funds ¹		May 28, 2023				October 29, 2023			
Health & Welfare		\$3.49				\$3.49			
Pension		\$7.75				\$7.75			
CLR Dues		\$0.13				\$0.13			
Rehabilitation Fund (CIRP)		\$0.04				\$0.04			
JA Plan		\$0.01				\$0.01			
BCBCBTU Fund		\$0.05				\$0.05			
D&A Society		\$0.01				\$0.01			
Promotional Fund		\$0.17				\$0.17			
Apprenticeship and Trade Advancement		\$0.76				\$0.76			
Job Ready Dispatch Fund		\$0.30				\$0.30			
* Total Employer Contributions – Straight Time Hours		\$12.71				\$12.71			
Total Employer Contributions – 1.5X Overtime Hours		\$18.33				\$18.33			
Total Employer Contributions – 2X Overtime Hours		\$23.95				\$23.95			

1. Health and Welfare and Pension calculated based on hours earned, all other contributions calculated based on hours worked.

APPENDIX "A" – WAGE AND BENEFITS SUMMARY (cont'd)

Employee Deductions	May 28, 2023		October 29, 2023	
	Hourly Dues	CIRP	Hourly Dues	CIRP
	E ¹	W ¹	E ¹	W ¹
General Foreperson	4.25% of Gross Earnings	\$0.04	4.25% of Gross Earnings	\$0.04
Foreperson		\$0.04		\$0.04
Journey person		\$0.04		\$0.04
Level 5 – 5 th 1000 Hours		\$0.04		\$0.04
Level 4 – 4 th 1000 Hours		\$0.04		\$0.04
Level 3 – 3 rd 1000 Hours		\$0.04		\$0.04
Level 2 – 2 nd 1000 Hours		\$0.04		\$0.04
Level 1 – 1 st 1000 Hours		\$0.04		\$0.04
Pre Apprentice		\$0.04		\$0.04
Monthly Dues	TBD		TBD	

1. "W" indicates contribution is calculated based on hours worked, "E" indicates hours earned.

APPENDIX "A" – WAGE AND BENEFITS SUMMARY (cont'd)

Breakdown of Monetary Package		April 28, 2024				May 4, 2025			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
General Foreperson	115%	\$61.19	\$7.34	\$12.71	\$81.24	\$63.65	\$7.64	\$12.71	\$84.00
Foreperson	110%	\$58.53	\$7.02	\$12.71	\$78.26	\$60.88	\$7.31	\$12.71	\$80.90
Journey person	100%	\$53.21	\$6.39	\$12.71	\$72.31	\$55.35	\$6.64	\$12.71	\$74.70
Level 5 – 5 th 1000 Hours	90%	\$47.89	\$5.75	\$12.71	\$66.35	\$49.81	\$5.98	\$12.71	\$68.50
Level 4 – 4 th 1000 Hours	83%	\$44.16	\$5.30	\$12.71	\$62.17	\$45.94	\$5.51	\$12.71	\$64.16
Level 3 – 3 rd 1000 Hours	75%	\$39.91	\$4.79	\$12.71	\$57.41	\$41.51	\$4.98	\$12.71	\$59.20
Level 2 – 2 nd 1000 Hours	69%	\$36.71	\$4.41	\$12.71	\$53.83	\$38.19	\$4.58	\$12.71	\$55.48
Level 1 – 1 st 1000 Hours	63%	\$33.52	\$4.02	\$12.71	\$50.25	\$34.87	\$4.18	\$12.71	\$51.76
Pre Apprentice	55%	\$29.27	\$3.51	\$12.71	\$45.49	\$30.44	\$3.65	\$12.71	\$46.80
Funds ¹		May 4, 2020				May 3, 2021			
Health & Welfare		\$3.49				\$3.49			
Pension		\$7.75				\$7.75			
CLR Dues		\$0.13				\$0.13			
Rehabilitation Fund (CIRP)		\$0.04				\$0.04			
JA Plan		\$0.01				\$0.01			
BCBCBTU Fund		\$0.05				\$0.05			
D&A Society		\$0.01				\$0.01			
Promotional Fund		\$0.17				\$0.17			
Apprenticeship and Trade Advancement		\$0.76				\$0.76			
Job Ready Dispatch Fund		\$0.30				\$0.30			
* Total Employer Contributions – Straight Time Hours		\$12.71				\$12.71			
Total Employer Contributions – 1.5X Overtime Hours		\$18.33				\$18.33			
Total Employer Contributions – 2X Overtime Hours		\$23.95				\$23.95			

1. Health and Welfare and Pension calculated based on hours earned, all other contributions calculated based on hours worked.

APPENDIX "A" – WAGE AND BENEFITS SUMMARY (cont'd)

Employee Deductions	April 28, 2024		May 4, 2025	
	Hourly Dues	CIRP	Hourly Dues	CIRP
	E ¹	W ¹	E ¹	W ¹
General Foreperson	4.25% of Gross Earnings	\$0.04	4.25% of Gross Earnings	\$0.04
Foreperson		\$0.04		\$0.04
Journeyman		\$0.04		\$0.04
Level 5 – 5 th 1000 Hours		\$0.04		\$0.04
Level 4 – 4 th 1000 Hours		\$0.04		\$0.04
Level 3 – 3 rd 1000 Hours		\$0.04		\$0.04
Level 2 – 2 nd 1000 Hours		\$0.04		\$0.04
Level 1 – 1 st 1000 Hours		\$0.04		\$0.04
Pre Apprentice		\$0.04		\$0.04
Monthly Dues	\$47.80		TBD	

1. "W" indicates contribution is calculated based on hours worked, "E" indicates hours earned.

APPENDIX "B" – CLARIFICATION OF CRAFT JURISDICTION ARTICLE 2 – 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 of construction and erection and assembling will also include the dismantling and demolition of that equipment.

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 or riveted caulked or welded construction in connection with swimming pools.

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

All iron or steel stacks, in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants and all extensions or repairs of such stacks such as, stack liner and flues 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, offtakes, 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 tanks, 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,

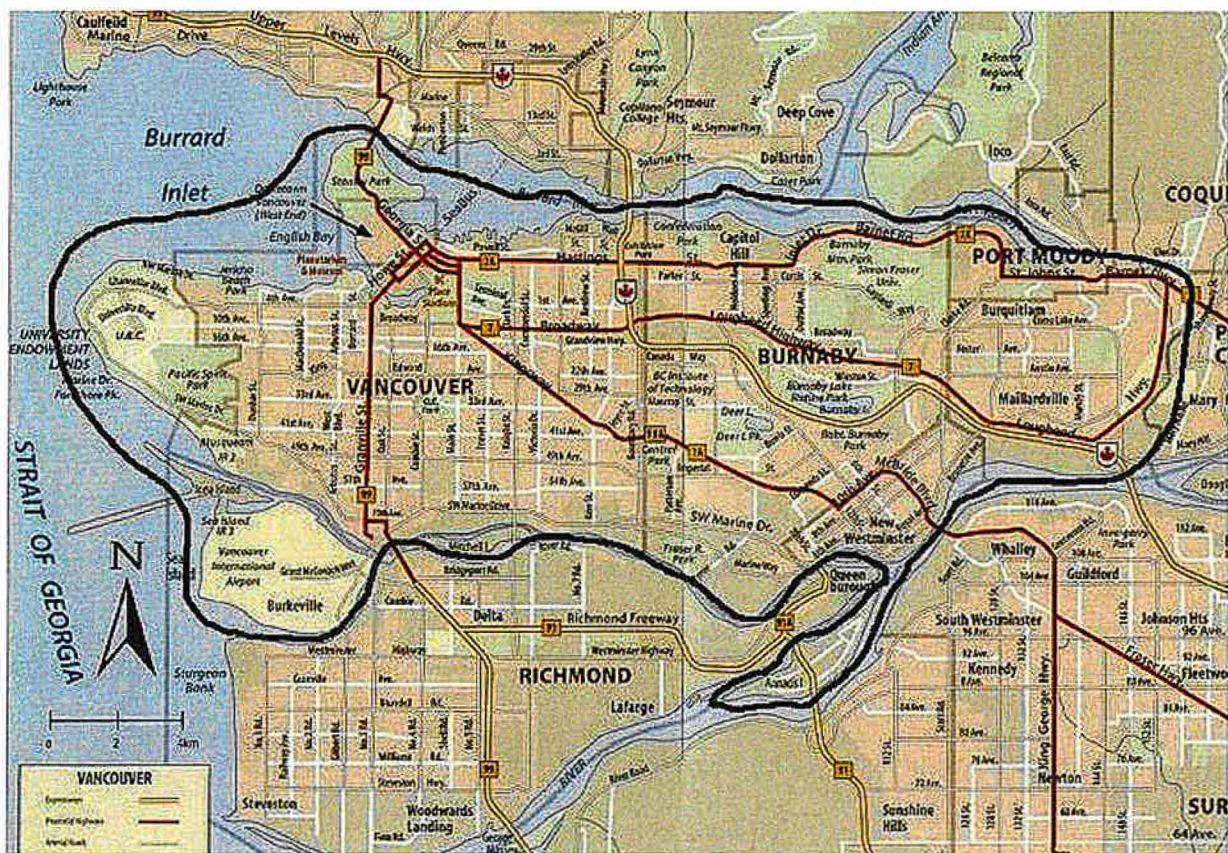
breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by any mode or method shall be performed by the Boilermakers.

Auto claves, denver cells, launderer cells, floatation cells, launderers, electrode cells, digesters, chip bins, pellet bins, pellet load out bins, concentrate bins, bentonite bins, cement bins, incinerators, and all other similar type bins. Digesters, brownstock washers, cookers, save all pans, emco filters, multiclones, cyclones, chutes. All erection, assembling, dismantling, demolition, repairs, alterations, loading, unloading, handling, rigging, sorting, welding, burning, riveting, bolting, staging, scaffolding, drilling, marking, layout, cleaning, preparing, lining of tanks and vessels, plastic and/or rubber vessels, plastic bins, breeching and duct work, all in connection with any of the above shall be the work of the Boilermakers. Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fuelling machines, blowout panels, steam generators, all component 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 charge heater, feed drums, fractionators, lt. dist. stripper, fract. OWHI receiver, (H₂S) absorbers, additives drum, hydrocyclones, atmospheric columns, strippers (gas & oil), desalters, flash-drums, debutanizers, deisohexanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, de-aeraters, 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, evaporator, 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, mixers, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionator, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyr digester 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, Pages 40, 41, 42, 43, 44, 45, 46 and 47. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers.

APPENDIX "C" MAP OF THE BOUNDARY OF THE FREE ZONE



APPENDIX "D" LETTER OF UNDERSTANDING RE: PRE-JOBS

It is understood and agreed by the principal organizations hereto, that they will encourage and promote the "pre-job" concept on the following basis:

- (a) Industrial projects of substantive size.
- (b) "Out-of-town" projects (industrial, commercial, institutional) of substantive size or special characteristics.
- (c) Commercial, institutional or major residential in-town projects having special characteristics.
- (d) To be called by the B.C.Y.T. – B.C.T.C. in consultation and co-operation with CLR and the responsible CLR contractor.
- (e) Arrangements to be made with sufficient lead time for postal notice to affected organizations.
- (f) Pre-jobs shall be open to all building trades Unions affiliated with the B.C.Y.T. – B.C.T.C.
- (g) General contractors, management contractors, major sub-contractors.
- (h) Topics of consideration (among others) – hours of labour, overtime, travel, transportation, staffing requirements, safety and health, camp, catering, hotel-motel facilities, job durations, responsible representatives, managers and supervisors, etc.
- (i) Should irreconcilable differences surface, the terms of the various collective agreements shall prevail.
- (j) Where required or deemed expedient (esp. industrial projects) pre-jobs shall include "jurisdictional mark-ups".
- (k) Where a job or project is of more than local interest and where it is deemed practical and expedient, pre-jobs shall be held in the Lower Mainland.

LIST OF SIGNATORY EMPLOYERS

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain a renewal Boilermakers Lodge 359 Standard Agreement with International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers Lodge 359 and to sign such Agreement on their behalf.

- | | |
|---|--|
| 1. 101 Industries Ltd. | 9. Fluor Constructors Canada Ltd. |
| 2. Alliance Engineering Works (1985) Ltd. | 10. Kitimat Iron & Metal Works Ltd. |
| 3. Brymark Installations Group Inc. | 11. Lockerbie & Hole Eastern Inc. |
| 4. Canron Western Constructors Ltd. | 12. Mitchell Installations Ltd. |
| 5. Cascade Mechanical Ltd. | 13. Sunny Corner Enterprises Inc. |
| 6. Clear Water Energy Services LP | 14. United Power Ltd. |
| 7. Empire Iron Works Ltd. | 15. Western Technical Installations Ltd. |
| 8. Farr Installations Ltd. | |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by the Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.