

# **BOILERMAKER LODGE 359 STANDARD AGREEMENT**

**By And Between:**

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA**

**on its own behalf and on behalf of its members set forth in the schedule attached  
and those members added from time to time by notice given to the Union**

**(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, 2004 to April 30, 2010**

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**ARTICLE 1.00 - PURPOSE**

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- 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 his 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.

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**ARTICLE 2.00 - RECOGNITION AND CRAFT JURISDICTION**

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- 2.01** The Employer recognizes the Union as the sole collective bargaining agency for General Foremen, Foremen, Journeymen, 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 Foreman.
- 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 his work is predominantly Boilermaker jurisdiction, and an attendant is required, he shall be a member of the Union. The necessity of a tool crib and/or an attendant will be determined by the Employer.

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**ARTICLE 3.00 - MANAGEMENT RIGHTS**

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- 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.

In case of hiring members of the Union, the Employer shall retain the right to name request all Foremen and General Foremen and, in addition, name request fifty percent (50%) of the crew as follows: Union odd numbers including replacements. Employer even numbers including replacements.

**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 Foreman, and the Employee acting as Foreman shall receive Foreman's wages.

**3.05** When only one (1) Employee is employed and when the Employer places him in responsible charge of the work being done, he shall receive Foreman's wages, provided that nothing in this Article shall interfere with the usual right to employ a single Employee for the journeyman's work on journeyman's wages.

**3.06** All Foremen shall be members in good standing of the Union. THE FOREMAN shall be the only representative of the Employer who may issue instructions to the Employees.

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

**3.07** A Boilermaker General Foreman, who shall be a member in good standing of the Union, may be utilized by an Employer whenever he has established this level of supervision of his 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 Foreman and the determination and acceptance of his qualifications shall be the sole prerogative of the Employer.

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**ARTICLE 4.00 - UNION SECURITY, DUES DEDUCTIONS, EMPLOYER CONTRIBUTIONS**

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**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 his 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 workmen to the Employer on request, provided, however, that the Employer shall have the right to determine the competency and qualifications of its Employees and to discharge any Employee for any just and sufficient cause. The Employer shall not discriminate against any Employee by reason of his membership in the Union or his participation in its lawful activities. There shall be mutual co-operation between crew members, such that fitter/riggers and welders assist each other when possible.

**4.03** After the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement and the required number of workmen are not furnished within two (2) working days after the date for which the workmen 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 workmen from other available sources, provided, however, that such workmen 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 his Employees in the following sequence:

- (a) Permits
- (b) Retired Members
- (c) Travel Cards
- (d) Probationary Journeymen 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.

**4.05** 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.

**4.06** In addition to Article 4:05 and upon receipt of authorization, the Employer shall each month deduct four percent (4 %) (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.

**4.07 Employer Contributions**

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", for all hours earned (including waiting, reporting and standby time) by the Employee:

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Boilermaker Lodge 359 Trade Advancement and
- Apprenticeship Fund
- Boilermaker Promotion Fund
- Boilermaker Lodge 359 Affiliation Fund
- Contract Administration Fund (CLR)
- Jurisdictional Assignment Plan
- Construction Industry Rehabilitation Fund
- Boilermaker National Apprenticeship and Education
- Training Fund
- Bargaining Council Fund (BCBCBTU)

**4.08 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, Affiliation Fund, National Apprenticeship Fund, Promotion Fund, Contract Administration Fund, Jurisdictional Assignment Plan Fund, Rehabilitation Fund and Bargaining Council Fund (BCBCBTU) 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  
4514 Dawson Street  
Burnaby, BC V5C 4C1

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 Administration Office 4510 Dawson Street Burnaby, BC V5C 4C1

Monthly Employer Contributions to the National Apprenticeship and Education Training Fund shall be remitted directly and payable to:

Boilermaker Contractors' Association of B.C.  
Trust Account  
Boilermaker Lodge 359 Benefit Admin. Office  
4510 Dawson Street  
Burnaby, B.C. V5C 4C1

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.

**4.09 Funds: General**

- (a) The Apprenticeship and Trade Advancement Fund, Industry Rehabilitation Fund, National Training 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.

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**ARTICLE 5.00 - NO STRIKE OR LOCKOUT**

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- 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.

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**ARTICLE 6.00 - JURISDICTIONAL DISPUTES**

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**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 of 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<sup>^</sup>) 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 his 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 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 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 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.

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## ARTICLE 7.00 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

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- 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 journeymen-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 he is to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

Welders' capes shall be kept available for temporary issue to welders such engaged on work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive, maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed 15 minutes wash-up 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** The Employer shall provide adequate sanitary facilities on the job for the welfare of his 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.

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

**7.06 Handicapped Workmen**

The Employer agrees, subject to prior consultation with the Union, to employ any member on work which suits his 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.



**7.07 Underground Work**

Special Conditions for underground work are set out in the Memorandum of Agreement.

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**ARTICLE 8.00 - WELDING TESTS**

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**8.01** All welders are required to carry their welders log book to all projects to which they are dispatched. Any Employee holding a current Provincial Government Welding Certificate of Qualification and/or a Welders 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 his having to travel outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him for travel expenses and subsistence allowance, if applicable.

**8.04** Welders passing a test will have the results recorded in his 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 his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

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

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

**8.06** Any 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.

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**ARTICLE 9.00 -ACCESS TO JOBS**

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**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.

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**ARTICLE 10.00 - STEWARDS**

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**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 journeymen employees.

- 10.02** It will be his duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform his 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 he is 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 Foreman, Foreman, 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, he shall be included in such required overtime or bad weather working time.

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**ARTICLE 11.00 - LIAISON COMMITTEE AND JOINT CONFERENCE BOARD**

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**11.01 Liaison Committee:**

The Parties agree to have a Liaison Committee consisting of six (6) members, three (3) appointees by C.L.R.A. of B.C. 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 C.L.R.A., 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 of 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.

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**ARTICLE 12.00 - GRIEVANCE PROCEDURE**

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- 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 provision 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 he has a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Foreman.

**STEP 2:** Should the employee and Job Steward be dissatisfied with the Foreman'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 Foreman or the next level of supervision above the Foreman. The Foreman 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 Foreman or General Foreman 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.

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### ARTICLE 13.00 -ARBITRATION

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- 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) Arbitrators so appointed shall confer to select a third person to be Chairman, 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.

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#### ARTICLE 14.00 - HOURS OF WORK

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- 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 workweek may be established by the Employer for other than short term shutdown projects where overtime is scheduled. 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 (5<sup>th</sup>) 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 (1-1/2) 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 statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off, unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the following Tuesday shall be the observed day off, unless varied by mutual consent. When a statutory holiday falls in the work week, the Union and Employer shall mutually agree to the work schedule for that week.

**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 one (1) hour 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 his regular lunch break except in emergency or special circumstances, in which case, he will receive a reassigned one-half hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to his regular straight time hours.

On out-of-town 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 him 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 (1/2) 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 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.

**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 manpower 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 job sites in the Vancouver Free Zone & Port Moody:	\$75.00
For all other jobsites:	\$150.00

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.

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**ARTICLE 15.00 - SHIFT WORK**

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**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 14.08 (Emergency Repair Call-Out) provisions are instituted for the work. Notwithstanding this Article, 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 may be varied by the Employer up to one (1) hour, earlier or later, without penalty or premium, provided eight (8) hours advance notice is given to the affected employees. 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 hour 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. He is paid from 8:00 a.m. onwards).

**15.04** Shift Appendix "A"

<b>Day Shift</b>	<b>Straight Time</b>
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**

<b>1st Shift</b>		<b>Straight</b>	<b>1-1/2</b>	<b>Double</b>
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**

<b>1st Shift</b>		<b>Straight</b>	<b>1-1/2</b>	<b>Double</b>
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**

<b>1st Shift</b>		<b>Straight</b>	<b>1-1/2</b>	<b>Double</b>
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, he shall be paid overtime at the rate of time and one-half (1-1/2) the regular hourly rate for the first two (2) hours of overtime. All additional hours shall be paid at double (2) the regular hourly rate.
- (b)** Work performed on Saturday, Sunday and Recognized Holidays shall be paid at double (2) 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 twenty-five dollars (\$25.00) plus one half hour of straight time wages will be paid for all employees including those receiving any form of subsistence. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

On scheduled overtime, the foregoing may 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 fourteen (14) recognized holidays with pay, which shall be calculated at six percent (6%) of his 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 his 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, Heritage Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B. C. Day, B.C. Day, Friday before Labour Day, Labour Day, 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 Holidays recognized in this Agreement. 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 in this Agreement falling on a Saturday or Sunday shall be observed on the following Monday, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed,

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#### ARTICLE 18.00 - WAITING AND REPORTING TIME

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- 18.01** When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for the first regular working day he is 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 his 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 he will not be eligible for two (2) hours show-up time.
- Where 18.03 (a) or (b) occurs on any two consecutive days, then the employee will, at his option, be entitled to a layoff.
- 18.04** An employee who is affected by the conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

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

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

**18.07 Workers' Compensation Cases:**

When an accident has occurred that is properly established as a WorksafeBC 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 his 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, 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 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.

**18.08** 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.

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**ARTICLE 19 - TRAVELLING EXPENSES**

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**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) (i) Lower Mainland: Daily Travel Zone:**

On those projects that are outside the free zone, subject to Article 19:01(b)(ii), the Employer shall have the choice of paying daily travel allowance 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.

**(ii) Lower Mainland: Woodfibre (Only):**

When the camp is open, the employee shall stay in the camp. If the camp is full or closed, the employee shall choose either daily travel allowance pursuant to 19.01(b)(i), or subsistence allowance with no daily travel allowance provided from the temporary domicile established.

When the camp is not available to the prep crew, employees may chose between the daily travel or the subsistence allowance. If rooms become available in the camp, all employees will be required to move into the camp. If there is to be a shortage of rooms in the camp the prep crew will not be required to move into the camp.

The employee shall receive ten dollars (\$10.00) each way where usage of the ferry is required to go to and from work.

**(c) Initial/Terminal Travel**

- (i) (a)** The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) (effective February 1, 2006) 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 Revenue Canada 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 point of dispatch, which is agreed by the parties to be the Burnaby City Hall.
- (ii)** Notwithstanding item (a), the Employer shall reimburse an Employee, for any/all ferry fares (based on the Employee supplying applicable receipts 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 based on the supply of a receipt, if requested by the Employer.
- The Employer will reimburse the Employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.
- (iii)** Notwithstanding item (a), 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. Notwithstanding the foregoing, 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)** Notwithstanding any/all contrary provision(s) of this Article, 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)** Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his 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) Notwithstanding any/all contrary provision(s) of this Article, 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) When computing transportation and travel expense to out of town jobs, Burnaby City Hall shall be considered the place of embarkation and return, except Local Residents as defined, which will be paid in accordance with the Standard Agreement.
- (viii) (a) Transportation allowance shall be paid on the first pay cheque in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

(b) For an employee to qualify for transportation expenses, the employee must remain fifteen (15) calendar days on the project or until layoff, job completion or if he has been granted permission by the Employer to leave before completion for initial transportation expenses, and thirty (30) calendar days or until layoff, job completion or if he has been granted permission by the Employer to leave before completion, whichever comes first, to receive terminal transportation expenses.

(c) The employee shall receive initial and final travel expenses within two working days of his 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.

(d) When an employee is unduly delayed through no fault of his own while using transportation supplied by the Employer travelling on initial or terminal transportation, he 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 (\$0.50) measured from the accommodation to the forty 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 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 Boilermaker Lodge 359/BCA (2004-2010) agreement 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 he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

(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 he be entitled to a Turnaround as set out in Article 19:03. Local residents shall receive a Daily Travel Allowance.

(iii) Local residents living beyond a 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 his 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 his residence, the Employer shall provide Room and Board in lieu of daily travel.

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

**19.03 Turnaround**

On out of town projects, of over fifty (50) calendar days duration, the Employer shall provide a turnaround every forty (40) calendar days. Fifty (50) calendar days duration must exist after return from each turnaround for a further turnaround after forty (40) calendar days to be allowed. 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 following formula:

250 km to 500 km	\$100.00
501 km to 750 km	\$200.00
751 km to 1000 km	\$250.00
over 1000 km	\$325.00

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's representative. 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 forty (40) day period of accrual will commence one day after the forty 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.

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**ARTICLE 20.00 - SUBSISTENCE**

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**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 Foremen 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 as established September 1, 1987 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 on the basis of \$90 per day, or
- (b) Room plus \$50.00 per calendar day meal allowance.

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

- (c) It is agreed by the parties, that the ninety dollars (\$90) LOA will increase by five dollars (\$5.00) effective May 1, 2007 and by five dollars (\$5.00) effective May 1, 2009. 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 increase to fifty-two dollars and fifty cents (\$52.50) per day effective May 1, 2007; and effective May 1, 2009 to fifty-five dollars (\$55.00) per day. CLR agrees that the meal allowance will be paid on the same basis as outlined in Article 20.03 (a & b).
- (d) It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more that 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 (\$0.50) measured from the accommodation to the forty 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 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 Boilermakers Lodge 359/BCA (2004-2010) agreement 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 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 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.

Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the Employee is delayed in arriving at the jobsite, his hours of work and pay shall nonetheless be considered to start at the normal time. If the Employee is delayed in departing from the jobsite or arriving to his 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 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 twelve dollars (\$12.00) 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 his 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) Any employee who is living in Commercial Lodging 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 his meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).
- (c) 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, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee fails to report to work on Friday when work is available he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee fails to report to work on Monday when work is available, he 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, he shall reimburse the employer an amount equal to the prevailing subsistence allowance for each day of forfeiture.

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### ARTICLE 21.00 - PAY DAY

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- 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.
- 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 his net pay and deductions, or the basic factors from which his 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 he is 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 his own volition, he shall receive his Wages and Record of Employment on the regular day applicable for the period worked.

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## ARTICLE 22.00 - WAGES

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Refer to Appendix "A" \*Wage and Benefits Summary

**22.01 Contract Administration Fund**

The parties agree that the Contract Administration Fund shall be increased effective November 1, 2005 to thirteen cents (\$0.13) per hour worked.

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) 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 Union Field Dues**

The parties agree that the union field dues deduction will be increased effective January 1, 2006 as per the letter from Lodge 359.

**22.03 Jurisdictional Assignment Plan of the British Columbia Construction Industry**

All signatory Employers shall contribute the sum of one cent (\$0.01) per hour to the Plan trustees.

**22.04 BCBCBTU Funding**

Effective August 1, 2002, the Employers will provide funding for the BCBCBTU on one cent (\$0.01) per hour for all hours worked or earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.



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**ARTICLE 23.00 - PROVINCIAL AND FEDERAL LAWS**

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- 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.

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**ARTICLE 24.00 - APPRENTICESHIP**

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- 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) Journeymen. The Apprenticeship ratio is based on the total number of Journeymen 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 Apprenticeship Act and the parties hereto agree to observe all provisions of the said Act.
  
- 24.03** Apprentices shall be given the support of Supervisors, Foremen and Journeymen working on the job on which the Apprentices are employed and, under the guidance of the Journeyman, they may perform rigging, fitting, layout work 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 Journeyman in lieu of a Journeyman.

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**ARTICLE 25.00 - SUB-CONTRACTING**

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- 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.

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**ARTICLE 26.00 -- ENABLING CLAUSE**

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- 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 Construction Labour Relations Association of B.C. 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 (ie: Rehabilitations Fund) or individual dues to umbrella organizations, will not be reduced or eliminated without the prior written consent of the BCBCBTU and CLR.

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**ARTICLE 27.00 -- DRUG AND ALCOHOL POLICY**

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- 27.01** The parties agree to participate in the establishment of a Drug and Alcohol Policy Committee (the DAP Committee) which once terms mutually agreeable between the parties are established, will develop a Drug and Alcohol Policy for recommendation to the BCBCBTU and CLR.

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**ARTICLE 28.00 -- DURATION AND RENEWAL OF AGREEMENT**


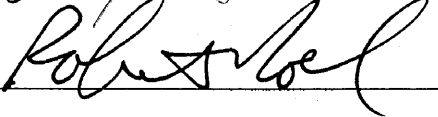
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- 28.01** This Agreement shall become effective on May 1, 2004 and shall remain in full force and effect until April 30, 2010 and year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.
- 28.02** 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.
- 28.03** 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.
- 28.04** 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.
- 28.05** The operation of Sections 50(2) and (3) of the Labour Relations Code are hereby excluded.

SIGNED THIS 22<sup>nd</sup> DAY OF January, 2009

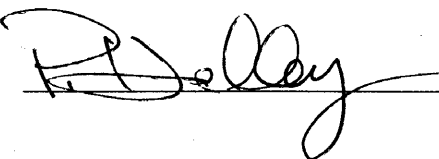
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC

  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION:

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

  
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**APPENDIX "A" – WAGE AND BENEFITS SUMMARY**


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**3.01 Journeyperson**

<b>Effective Date:</b>	<b>June 18/06</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>
General Foremen	\$36.47	\$38.51	\$40.05	\$41.08
Foremen	\$34.88	\$36.84	\$38.31	\$39.29
<b>Journeyman Rate</b>	<b>\$31.71</b>	<b>\$33.49</b>	<b>\$34.83</b>	<b>\$35.72</b>

<b>Apprentices:</b>				
1st 1000 hours (55%)	\$17.44	\$18.42	\$19.16	\$19.65
2nd 1000 hours (63%)	\$19.98	\$21.10	\$21.94	\$22.50
3rd 1000 hours (68%)	\$21.56	\$22.77	\$23.68	\$24.59
4th 1000 hours (73%)	\$23.15	\$24.45	\$25.43	\$26.08
5th 1000 hours (78%)	\$24.73	\$26.12	\$27.17	\$27.86
6th 1000 hours (83%)	\$26.32	\$27.80	\$28.91	\$29.65
7 <sup>th</sup> 1000 hours (90%)	\$28.54	\$30.14	\$31.35	\$32.15

Vacation Pay	<b>6%</b>	<b>6%</b>	<b>6%</b>	<b>6%</b>
Statutory Holiday Pay	<b>6%</b>	<b>6%</b>	<b>6%</b>	<b>6%</b>

<b>Industry Funds</b>				
Health & Welfare	\$3.49	\$3.49	\$3.49	\$3.49
Pension	\$4.75	\$4.75	\$4.75	\$4.75
Apprenticeship & Trade Advancement	\$0.39	\$0.39	\$0.39	\$0.39
Promotion Fund	\$0.13	\$0.13	\$0.13	\$0.13
Jurisdictional Plan	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation Fund	\$0.02	\$0.02	\$0.02	\$0.02
Contract Admin.Fund	\$0.13	\$0.13	\$0.13	\$0.13
National Training Fund	\$0.09	\$0.09	\$0.09	\$0.09
BCBCBTU Fund	\$0.01	\$0.01	\$0.01	\$0.01
Affiliation Fund	\$0.03	\$0.03	\$0.03	\$0.03

**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.

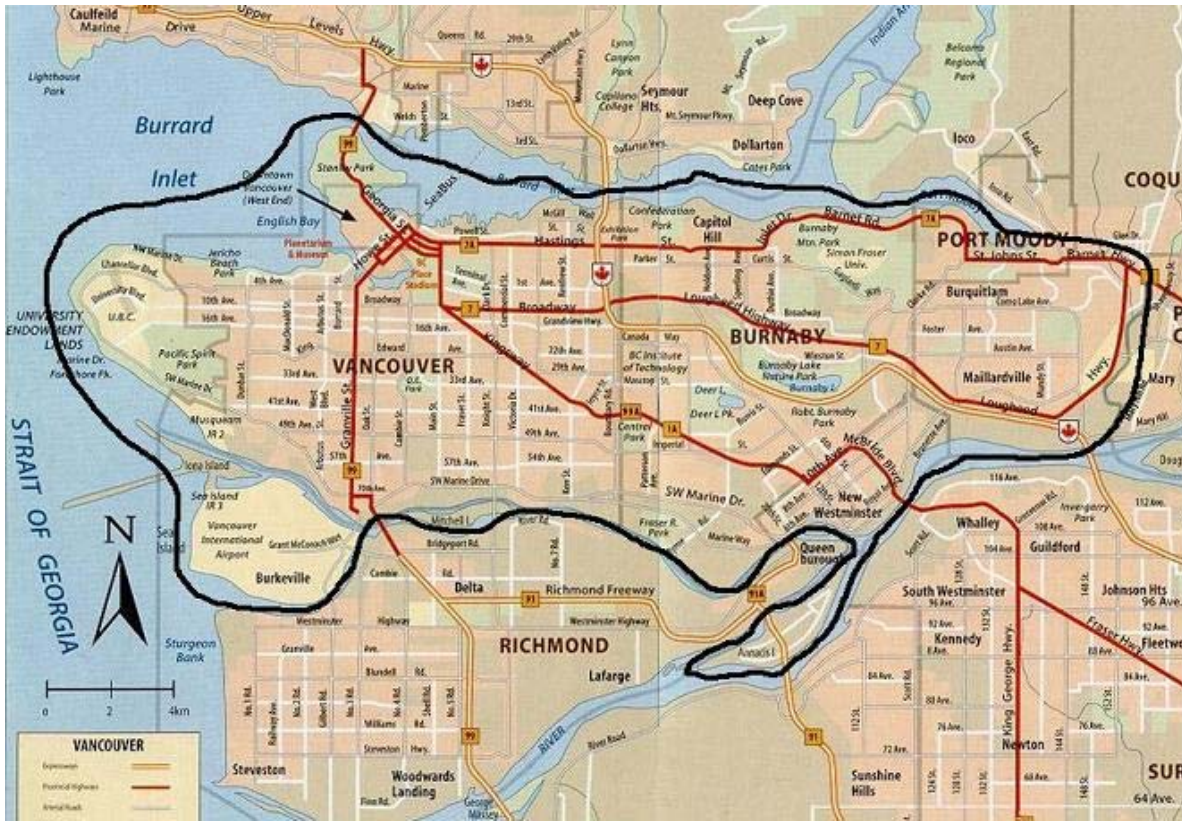
Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all 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, (H<sub>2</sub>S) 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, kamyrdigester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers.

In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI, 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 "B" MAP OF THE BOUNDARY OF THE FREE ZONE



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**APPENDIX "C" LETTER OF UNDERSTANDING RE: PRE-JOBS**

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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 C.L.R.A. and the responsible C.L.R.A. 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, manpower 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.