ARTICLES OF AGREEMENT

BOILERMAKER CONTRACTORS' ASSOCIATION

BETWEEN

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

(hereinafter referred to as the "Union")

ON ITS OWN BEHALF AND ON BEHALF OF LOCAL LODGES 203, 73, 128 AND 555

(hereinafter referred to as the "Local Lodge" or "Local Lodges")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION

Including

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

(On behalf of each of its members companies hereinafter referred to as the "Employer")

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

The Master Portion will expire on April 30, 2017.

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NOTE:

Please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Office for information on the Wage & Benefit Schedule(s) and the Working Terms and Conditions for Nunavut, Northwest Territories, Yukon, and District of Mackenzie.

ARTICLE 1.00 – PURPOSE

1.01

The purpose of this Agreement is to govern wages and working conditions within the provinces of Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

The parties agree that the Memorandum of Agreement dated January 30, 2013 for Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan form part of this Agreement. Additional Memoranda of Agreement specific to applicable Provincial Appendices shall be referred to in each Appendix.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Office.

ARTICLE 2.00 - RECOGNITION AND CRAFT JURISDICTION

2.01

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

2.02

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

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

2.03

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

2.04

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

2.05

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

2.06

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

2.07

The Union and Employer agree that Union members above the rank of General Foreperson may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the Employee, as set out in the relevant provincial (regional) Wage and Benefit Schedule, subject to the specific Employer and Employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any Employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this collective agreement shall apply to such Employee(s).

ARTICLE 3.00 - MANAGEMENT RIGHTS

3.01

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

3.02

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

3.03

a) It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4.04), suspend, lay off, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

b) 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 Construction Labour Relations Alliance, dated May 12th, 2010.

3.04

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

3.05

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

3.06

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing availability of qualified General Foreperson with the Business Manager or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

3.07 Local Residents:

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

3.08 Management Rights:

a) In addition to Article 3.05, the Employer shall have the right to name hire 25% of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% name hires on a crew at any given time unless mutually agreed to between the Employer and the Union. Special provisions are applicable in the province of Newfoundland & Labrador. These provisions are set out in the Appendix for the Province.

b) In cases where local residents are afforded priority of employment, through Employer requested name hire, such employment shall be considered a name hire.

c) The Employer and Union agree that there will be a uniform application of the name hire and transfer provisions in all local lodges. Transferred employees who were initially name hired shall retain such status upon transfer.

d) All name hire requests shall be made in writing (including FAX and/or electronically), to the Union.

e) On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations

where a General Foreperson, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

f) Special additional provisions are applicable in the Province of Newfoundland and Labrador.

g) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

ARTICLE 4.00 - UNION SECURITY AND DUES COLLECTION

4.01

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case they may commence work and notify the Union office as soon as possible. Emergency work is to mean "any customer defined work that requires immediate dispatch."

4.02

The Union agrees to furnish competent available workers to the Employer on request, provided however, that the Employer 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. The Company will provide written response to the Local Union upon refusal to hire.

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

4.03

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

a) within two working days in cities in which the Local Lodge maintains its Head Office, from that area;

b) within three working days in other areas; after the date for which the workers are requested, the Employer shall have the right to procure and retain until layoff the

required number of workers from other available sources, provided that the Employer shall notify the Union office when exercising this right.

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

4.04

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

4.05

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

a) From the first pay period of each month, monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work.

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

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

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

4.06

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

4.07

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

a) the non-members;

b) the travel card members from other Local Lodges;

c) the members of the Local Lodge in whose jurisdiction the work is being performed. except that:

(i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;

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

4.08

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

ARTICLE 5.00 - NO STRIKES OR LOCKOUTS

5.01

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

5.02

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

ARTICLE 6.00 - JURISDICTIONAL DISPUTES

6.01

a) It is incumbent on all Contractors and Subcontractors to assign work in accordance with Contractors' responsibility set forth in procedural rules and regulations for the Plan for Settlement of Jurisdictional Disputes in the construction industry covering the United States and Canada as amended through December 2002.

b) The Union shall utilize the procedural rules and regulations for the Plan for the settlement of Jurisdictional Disputes in the construction industry to the extent that it is sanctioned by the International Union.

c) Subject to the above provisions and those set forth in 6.03, it is understood and agreed that jurisdictional disputes shall not be the subject of a grievance under this agreement, but shall be dealt with as provided herein.

6.02

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

6.03

a) When an Employer makes a work assignment that is challenged by the Union and referred to the Canadian Plan and the Arbitrator rules in favour of the Union, the ruling shall be implemented immediately.

b) Should the same Employer assign the identical work, contrary to the Arbitrator's original ruling and the work assignment is once again challenged by the Union and

referred to the Canadian Plan and the Arbitrator again finds in favour of the Union, the Employer will be subject to the Arbitration procedure in Article 13.02.

The Arbitrator shall be empowered to award damages where the Employer fails to establish a course of proper due diligence in following Article 6.01 (a) and (b).

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

7.01

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

7.02

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

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).

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes), when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

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

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

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

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

7.04

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

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

7.05

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

7.06

Effective May 1, 2014, the Union agrees to provide the Employer with qualified employees (including apprentices) who hold the following core health and safety training, WHMIS, Confined Space Entry, Fall Arrest/Fall Protection and Respirator Fit tested. Where required by the customer/client potential employees shall have current CSTS certification or equivalent and H2S Alive.

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

7.07

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

7.08

The Parties agree to adopt the October 2005 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule and as updated by the 2010 Addendum.

ARTICLE 8.00 - WELDING TESTS

8.01

Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, if required by the Employer, shall be paid for time required to take the test including transfer fees, materials and inspector fees.

Employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.

8.02

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

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

8.03

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

8.04

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

8.05

Where a welder is to take an official Provincial test on which the issuance or re-issuance of 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 welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 8.00.

ARTICLE 9.00 - ACCESS TO JOBS

9.01

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

9.02

Special provisions are applicable in the Province of Newfoundland and Labrador. These provisions are set out in the Appendix for the Province.

ARTICLE 10.00 – STEWARDS

10.01

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

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

10.02

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

10.03

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

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

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

ARTICLE 11.00 - GRIEVANCE PROCEDURE

11.01

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

11.02

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

11.03

If a complaint is not settled in accordance with 11.01 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

11.04

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

11.05

Within ten (10) working days of receipt of notification from the Business Manager/ Secretary-Treasurer in 11.04, the grievance shall be discussed at a meeting between the Business Manager or their Assistant and a Representative of the Employer. After this meeting, the Employer shall give their answer to the Business Manager/Secretary-Treasurer in writing within ten (10) working days.

11.06

If the Employer's answer in 11.05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or their designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 11.07.

11.07

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

11.08

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

11.09

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 11.04 and if the matter is not resolved within the steps and time limits outlined in 11.04 and 11.05, then the request for Arbitration may be initiated at this point by either party.

ARTICLE 12.00 - EMPLOYER, UNION GRIEVANCES

12.01

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

12.02

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

12.03

If the Business Manager/Secretary Treasurer's or Employer's answer in 12.02 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or their designated Representative, and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 12.04.

12.04

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

12.05

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

ARTICLE 13.00 – ARBITRATION

13.01

The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Articles 11 or 12, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of Articles 11.07 or 12.04 as applicable.

13.02

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

13.03

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

13.04

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

13.05

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

13.06

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

ARTICLE 14.00 - HOURS OF WORK

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

ARTICLE 15.00 - SHIFT WORK

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

ARTICLE 16.00 - OVERTIME

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

Effective January 1, 2014

Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked

thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

ARTICLE 17.00 - RECOGNIZED HOLIDAYS

17.01

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

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable), and travel time per Article 19.02 (where applicable).

17.02

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

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

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

17.03

In addition to 17.02, the following Recognized Holidays are observed in the respective Provinces:

Ontario
Civic Holiday, Family Day
Saskatchewan
Family Day, Saskatchewan Day
Manitoba
Louis Riel Day
New Brunswick
New Brunswick Day
Nova Scotia, Prince Edward Island
Natal Day where applicable in the locality; otherwise the first Monday in August.
Newfoundland and Labrador
Civic Holiday (St. John's Regatta Day in locality)

17.04

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

17.05

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the next scheduled work day, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the next two scheduled work days will be observed as Christmas Day and Boxing Day.

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

ARTICLE 18.00 - WAITING AND REPORTING TIME

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

ARTICLE 19.00 - TRAVELLING EXPENSES

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

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE

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

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

Subsistence Allowance shall be defined in the Appendix for the Applicable Province.

Points of entry for Local Lodge 73 have been established and agreed to as follows: Edmundston, Sydney, Campbellton and St. Stephen. The Boilermaker Contractors' Association has established guidelines for what constitutes a verifiable receipt. See Attachment "Acceptable Receipt for Subsistence Reimbursement" at the end of the Collective Agreement.

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

ARTICLE 21.00 - VACATION WITH PAY

21.01

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

21.02

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable) and travel time per Article 19.02 (where applicable).

ARTICLE 22.00 - PAY DAY

22.01

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

22.02

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

a) the employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel time and transportation allowances, subsistence, etc.

b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays of the date of layoff or termination.

Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

22.03

When an employee quits of their own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to their last known address by regular mail on the regular payday applicable to the period worked.

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

22.04

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system. Final payment and Record of Employment (ROE) may also be completed electronically.

ARTICLE 23.00 – WAGES

23.01

As agreed to in the Memorandum of Agreement dated April 26, 2013 in the provinces of New Brunswick, Nova Scotia and Prince Edward Island; dated June 4, 2013 in the province of Ontario and dated April 4, 2013 in the provinces of Manitoba and Saskatchewan, that forms part of the collective agreement (per Article 1.01).

ARTICLE 24.00 - PROVINCIAL AND FEDERAL LAWS

24.01

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

24.02

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

ARTICLE 25.00 - BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND (CANADA)

25.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the applicable Provincial Appendix attached hereto, to the Boilermakers' National Health and Welfare Fund (Canada) for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 ½ or 2).

ARTICLE 26.00 - BOILERMAKERS' NATIONAL PENSION FUND (CANADA)

26.01

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

ARTICLE 27.00 - APPRENTICES AND APPRENTICESHIP FUND

27.01

In the Provinces of Newfoundland and Labrador, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Manitoba, and Saskatchewan: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeyperson including the welders list if the apprentice is so qualified. An Employer having more than one job in any given Lodge area may satisfy this requirement on an overall basis within the Lodge area.

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

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

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

In the Province of Newfoundland and Labrador, the apprenticeship ratios may be modified with mutual consent of the Employer and the Union to a maximum of one to one.

Apprentice intakes will consist of up to twenty-five percent (25%) Helmets to Hardhats (H2H) candidates if available.

27.02

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

27.03

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

27.04

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

27.05

The Parties acknowledge the formation of a National Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees. The parties agree to discuss the principles and structure that should govern such committees.

To improve communications and business integration between the Local Union Apprenticeship & Educational and Training Funds and the National Training Trust Fund (NTTF), the Local Apprenticeship and Educational Training Funds will operate as outlined below:

- The NTTF trustees in addition to the Local Trustees are responsible for the oversight and setting standards for governance of all Apprenticeship and Educational Training Trust Funds, which will be reflected in a revision to the Local Apprenticeship trust documents.
- The Local Apprenticeship and Educational Training Trust Funds shall establish measurable annual performance objectives and reviews for both the Apprenticeship Coordinator and the funds.
- In the second month of each calendar year, all Local Union Apprenticeship and Educational Training Funds shall submit an annual report to National Training containing the following information and from time to time additional information as requested by the NTTF Trustees.
    - Measurable annual performance objectives and reviews for both the Apprenticeship Coordinator and funds as established by Local Trustees.
    - Local training courses and training program offerings for the past year including participant numbers and completion rates.
    - Regular interim training & financial reports for the Apprenticeship and Educational and Training Funds.
    - Copy of year-end financial audits for the Apprenticeship Funds.
    - Copy of the final approved annual operating budget for the Apprenticeship and Educational Training Funds.
    - Number of apprentices including a year by year of training level breakdown.
    - One year forecast showing apprentice intake projections.
    - Future training plans.
- The above information contained within the report will be reviewed by the NTTF Trustees at their next meeting.
- Any impasse on the development, implementation and funding of specific training programs among the Local Apprenticeship Committees will be referred to the NTTF Trustees for resolution.
- The Director of National Training shall be authorized to investigate and make recommendations to the Apprenticeship Coordinator and trustees of the local

fund, should the NTTF Trustees determine that a fund has not meet their training and financial obligations.

- The employment terms and conditions for the Local Apprenticeship Coordinator shall be established by the trustees of the Local Apprenticeship Committee and the Director of National Training and will be subject to agreement by the NTTF Trustees.

27.06

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

ARTICLE 28.00 - EDUCATIONAL TRAINING FUND

28.01

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

28.02

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

28.03

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

28.04

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

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

To improve communications and business integration between the Local Union Apprenticeship & Educational and Training Funds and the National Training Trust Fund (NTTF), the Local Apprenticeship and Educational Training Funds will operate as outlined below:

- The NTTF trustees in addition to the Local Trustees are responsible for the oversight and setting standards for governance of all Apprenticeship and Educational Training Trust Funds, which will be reflected in a revision to the Local Apprenticeship trust documents.
- The Local Apprenticeship and Educational Training Trust Funds shall establish measurable annual performance objectives and reviews for both the Apprenticeship Coordinator and the funds.
- In the second month of each calendar year, all Local Union Apprenticeship and Educational Training Funds shall submit an annual report to National Training containing the following information and from time to time additional information as requested by the NTTF Trustees.
    - Measurable annual performance objectives and reviews for both the Apprenticeship Coordinator and funds as established by Local Trustees.
    - Local training courses and training program offerings for the past year including participant numbers and completion rates.
    - Regular interim training & financial reports for the Apprenticeship and Educational and Training Funds.
    - Copy of year-end financial audits for the Apprenticeship Funds.
    - Copy of the final approved annual operating budget for the Apprenticeship and Educational Training Funds.
    - Number of apprentices including a year by year of training level breakdown.
    - One year forecast showing apprentice intake projections.
    - Future training plans.
- The above information contained within the report will be reviewed by the NTTF Trustees at their next meeting.
- Any impasse on the development, implementation and funding of specific training programs among the Local Apprenticeship Committees will be referred to the NTTF Trustees for resolution.
- The Director of National Training shall be authorized to investigate and make recommendations to the Apprenticeship Coordinator and trustees of the local fund, should the NTTF Trustees determine that a fund has not meet their training and financial obligations.
- The employment terms and conditions for the Local Apprenticeship Coordinator shall be established by the trustees of the Local Apprenticeship Committee and the Director of National Training and will be subject to agreement by the NTTF Trustees.

ARTICLE 29.00 - EMPLOYERS' RESPONSIBILITY

29.01

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

ARTICLE 29.02 - NON-DESTRUCTIVE TESTING

29.02

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

ARTICLE 29.03 - PARTICIPATION AGREEMENT

29.03

All Employers employing workers under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, pursuant to Articles 25.01 and 26.01, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 25.01 and 26.01 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

29.04

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

ARTICLE 30.00 - TANK WORK EMPLOYERS

30.01

The Union and Employers agree to comply with the Letter of Understanding dated January 30, 2013 relating to the performance of tank work.

ARTICLE 31.00 - ADMINISTRATION OF AGREEMENT

31.01

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

31.02

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the applicable Provincial Appendix attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). (Note: The Contribution in Ontario includes legislated funding to the Ontario Construction Secretariat).

ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32.01

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

32.02

This Master Portion of the Agreement shall remain in force and effect until April 30, 2017 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.

32.03

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

32.04

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

32.05

If a revised Collective Agreement has not been concluded prior to the expiration date of this Agreement, it may be extended beyond that date to whatever extent may be mutually agreed to between the appropriate International Vice President(s) and the Board of

Directors of the applicable Association(s), or as provided by applicable laws, statutes or regulations.

ARTICLE 33.00 - SUBMISSION OF DUES AND OTHER CONTRIBUTIONS

33.01

The collection and submission of Union Dues as specified in Article 4.00 and the submission of all other contributions as specified in Articles 21.02, 25.00, 26.00, 27.00, 28.00, 31.00 and 34.00 are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

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

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

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

33.02

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

33.03

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

33.04

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

ARTICLE 34.00 - BUILDING TRADES AND OTHER CONTRIBUTIONS

34.01

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

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

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

c) **Job Promotion Fund**: In the Province of Newfoundland and Labrador, the Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by the Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out in the Provincial Appendix. Contributions on all overtime hours shall be doubled. Notwithstanding Article 34.02, the contributions are to be forwarded to the "Boilermakers' National Benefits Funds (Canada)".

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

34.02

The above contributions identified in Article 34.01 shall be forwarded monthly to the Business Manager/Secretary-Treasurer of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked, and amount of contribution.

34.03

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

34.04

Construction Opportunities Development Council Inc. ("CODC"): In the Province of Saskatchewan, the Employer shall contribute an amount in cents per hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule as set out in the Provincial Appendix.

Each Employer shall remit the total contributions in this Article no later than the fifteenth (15th) day of the month following, together with the Report Form provided for this purpose

to CODC Construction Opportunities Development Council Inc., P.O. Box 4019, Regina, SK, S4P 3R9.

ARTICLE 35.00 - ENABLING CLAUSE

35.01

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

35.02

Special additional provisions are applicable in the Province of Newfoundland & Labrador.

Dated at Toronto this 21st day of March, 2013.

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

Signature on file
EDWARD POWER
International Vice President (Eastern Canada)

Signature on file
JOSEPH MALONEY
International Vice President (Western Canada)

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION:

Signature on file
DAVID GALVIN
President

Signature on file
ROY KENDALL
Chairman BCA Board of Directors

CLARIFICATION OF CRAFT JURISDICTION

ARTICLE 2.00 - Section 2.02

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

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

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

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

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

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

The erection and repair of blast furnaces, including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, 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 tank, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

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

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

joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by mode or method, shall be performed by the Boilermakers.

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

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer, K.O. drums, stabilizers, steam drums (all), platform charger heater, feed drums, fractionators, It. dist. stripper, fract. OWHD receiver, (H2S) absorbers, additive drum, hydrocyclones, atmospheric columns, strippers (gas & coil), desalters, flash-drums, debutanizers, desohezanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerators, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporators, demisters, drums, furnaces, headboxes, crushers, centrifuges, feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixer, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionater, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, 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. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers even though a change in material has occurred.

LETTER REFERRED TO IN ARTICLE 29.00

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

Gentlemen:

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

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

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

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

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

JOHN D. CARROLL
International Vice President
Eastern Canada

DONALD G. WHAN
International Vice President
Western Canada

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

W. J. GIBSON
Chairman

E. F. DUBOSE
Secretary

Dated this 17th day of July, 1967.

Letter of Understanding
Between
Boilermakers Contractors' Association
And
The International Brotherhood of Boilermakers

Letter Referred To In Article 30.00 – Tank Work Employers

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

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

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

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

The next five (5) Employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the basis of 25% name hire.

Effective January 1, 2014

(a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.
(b) Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.
(c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.
(d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

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

Date: January 30, 2013

SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS' ASSOCIATION

SIGNATURE ON FILE
David Galvin
President

SIGNATURE ON FILE
Roy Kendall
Chairman, BCA Board of Directors

SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

SIGNATURE ON FILE
Joseph Maloney
International Vice President
Western Canada

SIGNATURE ON FILE
Edward Power
International Vice President
Eastern Canada

ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent 2010 Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)
   ABC Motel – Company letterhead receipt – Name of Contact Person not required
   B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

Date of Receipt: September 1, 2010

Name of Establishment: **ABC Motels and Lodging (Company letterhead/Registered)**
B&B or Relative (non-registered) – Contact Name – Tom Jones

Full Address of Establishment: **111 Any Street, Anywhere, Canada**
Phone Number: **(999)-222-1234**

Employee's Full Name: **John Smith**

Reason for Cost (including date(s)): **One night accommodation on August 31, 2010**

Total Amount Paid: **$00.00**

ADDRESSES

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

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Guy Villemure, International Representative CSO
TELEPHONE: (514) 439-1216
FAX: (514) 439-1215
EMAIL: gvillemure@boilermakers.org

LODGE 203
Province of Newfoundland and Labrador

OUT-OF-WORK LIST
P.O. Box 250
Holyrood, NL A0A 2R0
Telephone: (709) 229-7958
Fax: (709) 229-7300

LODGE 73
Provinces of Nova Scotia, New Brunswick, and Prince Edward Island

OUT-OF-WORK LIST - NEW BRUNSWICK
345 King William Rd.
Saint John, NB E2M 7C9
Telephone: (506) 634-7386
Fax: (506) 634-0411

OUT-OF-WORK LIST - NOVA SCOTIA
124 Parkway Drive
Truro, NS B2N 5A9
Telephone: (902) 897-7306
Fax: (902) 897-7305

LODGE 128
Province of Ontario

OUT-OF-WORK LIST - TORONTO
1035 Sutton Drive
Burlington, ON L7L 5Z8
Telephone: (905) 332-0128
Fax: (905) 332-9057

OUT-OF-WORK LIST - HAMILTON
1035 Sutton Drive
Burlington, ON L7L 5Z8
Telephone: (905) 315-1040
Fax: (905) 332-3295

OUT-OF-WORK LIST - SARNIA
128 Business Park Drive
Sarnia, ON N7W 0A3
Telephone: (519) 336-6051
Fax: (519) 336-3252

OUT-OF-WORK SUDBURY
2413 Lasalle Blvd.
Sudbury, ON P3A 2A9
Telephone: (705) 560-0128
Fax: (705) 560-4701

LODGE 555
Provinces of Manitoba and Saskatchewan.

OUT-OF-WORK LIST - WINNIPEG
110 Haarsma Road
East St. Paul, MB R2E 0M8
Telephone: (204) 987-9200
Fax: (204) 987-9219

OUT-OF-WORK LIST - REGINA
350 Soloman Drive
Regina, SK S4N 5A8
Telephone: (306) 949-4452
Fax: (306) 543-9339

LODGE 128/555
Province of Ontario

OUT-OF-WORK LIST - THUNDER BAY
878 A Tungsten Street
Thunder Bay, ON P7B 6J3
Telephone: (807) 623-8186
Fax: (807) 623-9294

LODGE 146
Province of Alberta

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

OUT-OF-WORK LIST - CALGARY
11055 – 48 Street, SE
Calgary, AB T2C 1G8
Telephone: (403) 253-6976
Fax: (403) 252-4187

LODGE 359
Province of British Columbia

OUT-OF-WORK LIST - BURNABY
5510 – 268th Street,
Langley, BC V4W 3X4
Telephone: (604) 291-7531 **(TBD)**
Fax: (604) 291-9265 **(TBD)**

LODGE 271
Province of Quebec

OUT-OF-WORK LIST - QUEBEC
1205, boul. St-Jean-Baptiste
Pointe-Aux-Trembles, QC H1B 4A2
Telephone: (514) 327-6135
Fax: (514) 327-7294

LODGE 133

#204, 10059 – 118 Street
Edmonton, AB T5K 0B9
Telephone: (780) 483-0823
Fax: (780) 489-3043

NUNAVUT, NORTHWEST TERRITORIES, YUKON, & DISTRICT OF MACKENZIE

Please contact the International Office of the International Brotherhood of Boilermakers or the Office of the Boilermaker Contractors' Association for the Working Terms & Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

BOILERMAKER CONTRACTORS' ASSOCIATION

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Boilermaker Contractors' Association
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Website: www.bcacanada.ca

BOILERMAKER CONTRACTORS' ASSOCIATION

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Boilermaker Contractors' Association
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Fax: (780) 450-9983
Website: www.bcacanada.ca

APPENDIX "A"
NEWFOUNDLAND AND LABRADOR

ARTICLE 1.00 - PURPOSE

1.01

The Parties agree that the Memorandum of Agreement dated August 3, 2011 forms part of this Agreement.

ARTICLE 3.00 - MANAGEMENT RIGHTS

3.08 (a)

In addition to Article 3.05, specific to the Province of Newfoundland and Labrador, the Employer shall have the right to name hire fifty percent (50%) of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of fifty percent (50%) name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.

Notwithstanding Master Portion 3.08(c), on jobsites with multiple contracts, the Employer may name hire pursuant to Master Portion Article 3.08(a) and transfer between contracts pursuant to Master Portion 3.08(a).

ARTICLE 9.00 - ACCESS TO JOBS

9.02

Effective November 1, 2011, each member shall carry a records book to show their work experience and classification. They shall not be allowed to work in the industry until first contacting the International Brotherhood of Boilermakers Local 203 and having a records book in their possession.

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 of 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 between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

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

14.02 <u>Compressed Work Week:</u>

a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

c) When working under the four day work week schedule Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a "make-up day" shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which double time (2x) rates shall apply. In no case shall the time scheduled on a "make-up day" be less then eight (8) hours except where weather conditions dictate otherwise. All time worked on a "make-up day" will be at the employee's choice.

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

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

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

14.03

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

14.04

An employee shall not be required to work during their regular lunch break except in emergency or special circumstances, in which case, they will receive a re-assigned 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 hour of pay at straight time rates which shall be in addition to their regular straight time hours.

14.05

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

ARTICLE 15.00 - SHIFT WORK

15.01

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement, are met.

15.02

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

15.03

A shift premium shall apply on all hours worked on second and third shifts at the rates as set out in the Wage and Benefit Schedule of this Appendix.

15.04

When an employee is required to return to work without an 8 hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

ARTICLE 16.00 - OVERTIME

16.01

a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays, or Recognized Holidays, they shall be paid overtime at double (2) time rates.

b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.

c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.

16.02

When an employee works more than 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 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At their option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

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

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 each of the first two regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. 8

hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.02 shall govern.

18.02

When an employee is instructed to report for work, but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

a) If an employee is not placed to work, they shall be entitled to a minimum of two (2) hours of pay at the applicable rate of pay or the actual waiting time, whichever is greater, provided such employee consents, if requested, to perform available work not affected by the weather.

b) If an employee is placed to work, either initially or after a waiting period, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.

c) If an employee is required to stay beyond the regular lunch break period, they shall be entitled to a minimum of one (1) day of pay (i.e. 8 hours) at the applicable rate of pay.

The decision and instructions to start or cease waiting or working shall be made by the Employer. Any employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimums.

18.03

In the event a lack of work is due to a situation under the control of the Employer, the following shall apply:

a) If an employee reports but is not placed to work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.

b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to one (1) day of pay at the applicable rate of pay.

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 reporting or waiting time, such time shall include the regular shift premium when applicable.

18.06

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

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 time.

18.08

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue their work, they shall be paid at the applicable rates for all hours worked up to the time of the accident, and shall also receive any other applicable daily allowances. If it is not a lost time accident, covered by Worker's Compensation, they shall also be paid for the remaining unworked normal daily hours for that day, (i.e. 8 hours) at the applicable rate.

ARTICLE 19.00 - TRAVELLING EXPENSES

19.01

a) For projects within 100 road kilometers of the City Hall of St. John's all employees will receive a daily travel allowance, per day worked or reported, when the location of the job exceeds a 60 road kilometer free zone from the City Hall.
In such cases, the allowance shall be based on the one-way distance, in road kilometers from the edge of the free zone to the job, at a rate of one minute per kilometer, at the Journeyperson's regular straight time rate. This allowance shall not exceed the daily subsistence allowance rate.

b) Employees on subsistence allowance (see Article 20.00) shall also be entitled to a daily travel allowance, per day worked or reported, when the location of the job exceeds 60 road kilometers from the City hall (or main post office where no City Hall) of the nearest city or town in which reasonable accommodation is available; or, in special cases, from such closer location of accommodation as the Business Manager and the Employer may mutually agree to.
In such cases, the allowance shall be based on the one-way distance, in road kilometers from the edge of the 60 kilometer free zone to the job, at a rate of one minute per kilometer, at the Journeyperson's regular straight time rate. This allowance shall not exceed one-half of the daily subsistence allowance rate.

c) Local Residents living beyond 60 road kilometers of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid the allowance described in Article 19.01(a) from the edge of the 60 road kilometer free zone around the project for each day worked or reported for work.

19.02

When an employee is instructed to report to, or leaves a job location which necessitates transportation and travelling time, they shall be entitled to the transportation or travel expense, plus travelling time at the regular rate, not exceeding 8 hours per day for such travelling time.

If location and circumstances require the employee to travel overnight or on the day(s) preceding their first working day, the travel expense shall also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day(s)\; except when travel is by train in which case they shall receive berth and meals when necessary.

Transportation costs and travelling time will normally be based on an available and appropriate mode of public transportation. If there is no available mode, or if an employee is

specifically instructed and consents to drive their own automobile, they shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometre (road) plus travel time, when applicable, calculated at 80 kilometers per hour, each way.

When an employee leaves a job on which they have been entitled to subsistence allowance, their return travel expense shall also include a subsistence allowance in accordance with Article 20.00 of this Agreement for the following day.

Payment of subsistence allowance for any preceding or following days as outlined in the foregoing paragraphs shall supersede, and not be in addition to, any subsistence allowance for those days as may be otherwise prescribed in Article 20.00.

The employee's entitlement to the foregoing travel expense and travelling time, when applicable, shall be subject to the conditions in Articles 19.03 to 19.06 inclusive.

19.03

a) An employee shall qualify for travelling time and travel expense one way, from point of hiring to the job, on the completion of 15 calendar days employment, and shall receive payment for such time and expense on the pay day corresponding to the pay period during which they qualified.

b) An employee shall qualify for return travelling time and travel expense, from the job to the point of hiring, on the completion of 30 calendar days employment and shall receive payment for such time and expense on the pay day corresponding to the pay period during which they qualified.

c) An employee shall also be entitled to return travel expenses and travel time:
   (i) if they have been laid off;
   (ii) if the job has been completed;
   (i) if they have been granted permission by the Employer to leave before completion.

19.04

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

19.05

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

19.06

On jobs located over 400 kilometers by road from the City Hall of St. John's, all employees receiving subsistence allowance or camp accommodation, shall be entitled to short term trips from the jobsite with fare paid by the Employer as follows:

a) The employee shall qualify for one return trip away from the jobsite for each 36 calendar days they are at the jobsite.

b) For each such trip taken, the Employer shall provide return transportation at no cost to the employee, or pay their return fare, to the City of St. John's. Mode of transportation or determination of fare shall be on the same basis as established under Article 19.02.

c) If an employee is unable or does not wish to take such trip immediately on qualifying, they may take it later, and any days on the jobsite in excess of 36 may be credited toward the establishment of subsequent 36 day periods and trip qualifications; provided that in any event such trips shall not be taken in intervals of less than 20 days.

d) Not more than 25% of the employees on the job shall be away on such trips at any one time.

e) The employee shall not be away from the jobsite for more than 5 working days (not counting Saturday, Sunday, or Holidays) nor more than 9 calendar days, whichever is less, otherwise they shall be considered to have terminated their employment and Article 19.03(b) shall apply.

f) If such employee(s) elect not to take this rotation expense they shall not be entitled to the equivalent of transportation expense. (The foregoing may be altered by mutual agreement between the Employer and the Business Manager).

Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in this Article 19.06 are separate from those in Article 19.02 to 19.05 covering the initial and final transportation and travel time.

19.07

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

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE

20.01

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

Subsistence shall not be paid to any employee for work in, or within daily commuting distance (as defined and paid under Article 19.00) of the City in which the Union maintains the Local Lodge office (St. John's). All employees shall receive subsistence on all other job locations.

20.02

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

a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.

b) In other cases, where the Union supplies workers from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.

c) Where the Employer obtains or supplies workers from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless they are required to maintain temporary living quarters away from their permanent residence.

20.03

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule of this Appendix.

20.04

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided. There shall be no charge to employees for use of washers and dryers provided on camp jobs.

20.05

Subject to Articles 20.01 and 20.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20.01 and 20.02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, they shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, they shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, they shall forfeit subsistence allowance for Sunday and for Monday.

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

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

ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32.02

This Appendix shall remain in force and effect until April 30, 2016 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

ARTICLE 35.00 - ENABLING CLAUSE

35.01 - JOB TARGETING

On all jobs where an Employer is bidding against non union or alternate union contractors, the Union agrees to the following amendments to the collective agreement, subject to mutual agreement by the related parties, and such agreement will not be unreasonably withheld.

a) Article 14.00 Regular straight time hours of work Monday to Friday shall be fifty (50) hours.

b) Base Wages of all Employees shall be reduced by a minimum of 30%. Further reductions of wages by mutual consent only of the Union and Employer. Under no circumstances will the wage rate be below alternative contractor wage rates on the respective job being bid. (see note below)

c) Article 19.02/19.03 travel time is rescinded.

d) Article 19.02 rotational leaves (turnarounds) is rescinded.

e) All overtime except Sundays and Recognized Holidays shall be paid at time and one-half (1-1/2 x the regular rate).

f) That the Parties may grant further enabling pursuant to Article 35.01 of the Master Portion of the Collective Agreement.

Item (b) is the only concession that will be subsidized by the job targeting fund and **not** subject to mutual agreement between the related parties.

The Parties may approach the Job Promotion Fund for further assistance, if required.

The parties further agree to meet to evaluate the effectiveness of the Job Targeting Fund.

APPENDIX "A":
NEWFOUNDLAND AND LABRADOR
WAGE AND BENEFIT SCHEDULE

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

(REVISED TO INCORPORATE NTTF CONTRIBUTION CHANGES, WORKFORCE PLANNING & CANADIAN BUILDING TRADES DEDUCTION - EFFECTIVE MAY 6, 2012)

EFFECTIVE DATE	03-Jul-11	04-Aug-11	06-May-12	05-May-13	04-May-14	03-May-15
GENERAL FOREMAN	28.46	33.24	34.98	36.72	38.46	40.20
FOREMAN	27.36	32.14	33.88	35.62	37.36	39.10
ASS'T FOREMAN	26.01	30.79	32.53	34.27	36.01	37.75
JOURNEYMAN	24.81	29.09	30.83	32.57	34.31	36.05
3RD YR. APPRENT. (2)	22.11	25.96	27.52	29.09	30.66	32.22
2ND YR. APPRENT. (2)	18.05	21.26	22.56	23.87	25.17	26.48
1ST YR. APPRENT. (2)	13.99	16.56	17.61	18.65	19.69	20.74
HELPER	18.05	21.26	22.56	23.87	25.17	26.48
VACATION PAY	8%	8%	8%	8%	8%	8%
STAT. PAY	4%	4%	4%	4%	4%	4%
HEALTH & WELFARE	2.25	2.25	2.25	2.25	2.25	2.25
PENSION (1)	7.50	7.50	7.50	7.50	7.50	7.50
JOB PROMOTION	1.00	1.00	1.00	1.00	1.00	1.00
EDUCATIONAL TRAIN.	0.23	0.30	0.33	0.36	0.39	0.42
APPRENTICESHIP	0.16	0.20	0.22	0.24	0.26	0.28
ADMINISTRATION	0.55	0.55	0.55	0.55	0.55	0.55
NATIONAL TRAINING (3)	0.18	0.18	0.29	0.29	0.29	0.29
BLD. TRADES CONTR.	0.20	0.30	0.30	0.30	0.30	0.30
AUDIOMETRIC TESTING (4)	0.03	0.03	0.00	0.00	0.00	0.00
BENEVOLENT FUND*	0.12	0.12	0.12	0.12	0.12	0.12

* Benevolent Fund to be remitted directly to the Union.

(1) Pension contribution is comprised of two components, a Basic Pension Deduction and a Special Funding Contribution of $2.50.

(2) Rates for First, Second, & Third Year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution" for the Pension Plan.

(3) Breakdown of National Training funds follows on next page.

(4) Effective May 6, 2012, the Audiometric Testing Fund will be suspended and the $0.03/hour contribution will be redirected to the National Training Trust Fund (NTTF).

APPENDIX "A":
NEWFOUNDLAND AND LABRADOR
WAGE AND BENEFIT SCHEDULE

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

(REVISED TO INCORPORATE NTTF CONTRIBUTION CHANGES, WORKFORCE PLANNING & CANADIAN BUILDING TRADES DEDUCTION - EFFECTIVE MAY 6, 2012)

EFFECTIVE DATE	03-Jul-11	04-Aug-11	06-May-12	05-May-13	04-May-14	03-May-15
HOURS OF WORK	8	8	8	8	8	8
SHIFT PREMIUM						
2ND SHIFT	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5
3RD SHIFT	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5	1 1/5
OVERTIME	2	2	2	2	2	2
TRANSPORTATION RATE	0.55	0.60	0.62	0.64	0.66	0.68
SUBSISTENCE	$63/CAL DAY	$68/CAL DAY	$73/CAL DAY	$78/CAL DAY	$83/CAL DAY	$88/CAL DAY

Summary of Contributions Contained in National Training (NTTF)

National Training (NTTF)	$0.10	(1)
National Organizing	$0.04	
Promotion	$0.03	
National Marketing	$0.04	
Leap Fund	$0.02	
Workforce Planning	$0.05	(2)
Canadian Building Trades	$0.01	(3)

(1) Effective May 6, 2012, the Audiometric Testing Fund will be suspended and the $0.03/hour contribution will be redirected to the National Training Trust Fund (NTTF) along with an additional increase of $0.02/hour to the NTTF.

(2) Effective May 6, 2012, a contribution of $0.05/hour**,** directed to the BCA to provide for a Resource Manager/Workforce Planner.

(3) Effective May 6, 2012, **$0.01/hour worked** will be **deducted from each employee** and will be directed to the Canadian Building Trades. (This employee deduction can be remitted to the BCA/IBB Administrator.)

APPENDIX "B"
PRINCE EDWARD ISLAND, NOVA SCOTIA & NEW BRUNSWICK

ARTICLE 1.00 - PURPOSE

1.01

The Parties agree that the Memorandum of Agreement dated April 26, 2013 forms part of this Agreement.

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 of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day, with one-half or one hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

14.02 <u>Compressed Work Week:</u>

a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.

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

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

A minimum of forty (40) hours is required to implement the compressed work week schedule.

14.03

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

14.04

An employee shall not be required to work during 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 hour of pay at straight time rates which shall be in addition to their regular straight time hours.

14.05

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

ARTICLE 15.00 - SHIFT WORK

15.01

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement are met.

15.02

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

The attached Addendum addresses Unscheduled Emergency Maintenance and Repair Work**.** ***(Note: Placed at the end of Appendix "B")***

15.03

A shift premium shall apply on all hours worked on second and third shifts at the rates as set out in the Wage and Benefit Schedule of this Appendix.

15.04

When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

ARTICLE 16.00 – OVERTIME

16.01

a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays, or Recognized Holidays, they shall be paid overtime at double (2) time rates.

b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.

c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.

16.02

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

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

On unscheduled overtime where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of $25.00 plus one half hour of straight time wages will be paid in lieu of the meal and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate.

Where a supervisor is required to:

(i) Start up to one (1) hour earlier, or
(ii) Finish up to one (1) hour later, or
(iii) Start up to one half (1/2) hour earlier or (in NB) / and (in NS/PEI) finish up to one half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.

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

ARTICLE 18.00 - WAITING AND REPORTING TIME

18.01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, they shall be entitled to four (4) hours of pay, plus subsistence if applicable, for each of the first two regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (8) hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.02 shall govern.

18.02

When an employee is instructed to report for work, but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

a) If an employee is not placed to work, they shall be entitled to a minimum of two (2) hours of pay at the applicable rate of pay or the actual waiting time, whichever is greater, provided such employee consents, if requested, to perform available work not affected by the weather.

b) If an employee is placed to work, either initially or after a waiting period, they shall be entitled to a minimum of four (4) of hours of pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.

c) If an employee is required to stay beyond the regular lunch break period, they shall be entitled to a minimum of one (1) day of pay (i.e. eight (8) hours) at the applicable rate of pay.

The decision and instructions to start or cease waiting or working shall be made by the Employer. Any employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimums.

18.03

In the event a lack of work is due to a situation under the control of the Employer, the following shall apply:

a) If an employee reports but is not placed to work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.

b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to one (1) day of pay at the applicable rate of pay.

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 reporting or waiting time, such time shall include the regular shift premium when applicable.

18.06

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

18.07

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

18.08

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue their work, they shall be paid at the applicable rates for all hours worked up to the time of the accident, and shall also receive any other applicable daily allowances. If it is not a lost time accident, covered by Worker's Compensation, they shall also be paid for the remaining unworked normal daily hours for that day, (i.e. eight (8) hours) at the applicable rate.

ARTICLE 19.00 - TRAVELLING EXPENSES

19.01

a) For jobs within sixty-five (65) road kilometres of the City hall of the city of Saint John in the province of New Brunswick and the City hall of the city of Halifax in the province of Nova Scotia:

(i) Employees whose permanent residence is also within sixty-five (65) road kilometres of the City Hall will receive a daily travel allowance when the location of the job is outside a twenty four (24) road kilometre free zone from the City Hall in the province of New Brunswick or outside a thirty-two (32) road kilometre free zone from the City Hall in the province of Nova Scotia. The allowance shall be based on the one-way distance from the edge of the free zone to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate.

(ii) All other employees (i.e. having permanent residence beyond sixty-five (65) road kilometres from the City Hall) on such projects shall be governed by (b) following.

b) In all other cases (i.e. other than (a)(i) above), employees will be entitled to daily travel or subsistence based on the distance in road kilometres from the employee's permanent residence to the project, as follows:

(i) Up to 24 kilometres in the province of New Brunswick and up to 32 kilometres in the province of Nova Scotia & Prince Edward Island: free zone

(ii) From 24 kilometres to 40 kilometres in the province of New Brunswick and from 32 kilometres to 48 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 24% of the daily subsistence allowance.

(iii) Above 40 kilometres to 60 kilometres in the province of New Brunswick and from 48 kilometres to 68 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 48% of the daily subsistence allowance.

(iv) Above 60 kilometres to 80 kilometres in the province of New Brunswick and from 68 kilometres to 88 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 64% of the daily subsistence allowance.

(v) Above 80 kilometres to 100 kilometres in the province of New Brunswick and from 88 kilometres to 100 kilometres in the provinces of Nova Scotia and Prince Edward Island: a daily travel allowance, per day worked or reported, equal to 68% of the daily subsistence allowance.

(vi) Employees whose permanent residence is over one hundred (100) kilometres from the job location, and who are maintaining temporary living quarters, and who properly complete the Application for Subsistence Allowance, will qualify for subsistence allowance in accordance with Article 20.00.

If such employees choose instead to commute daily, they will be entitled to a daily travel allowance, per day worked or reported, equal to the daily subsistence allowance.

c) Employees on subsistence allowance shall also be entitled to a daily travel allowance, per day worked or reported, when the location of the job exceeds twenty-four (24) road kilometres from the City Hall (or main post office where no City Hall) in the province of New Brunswick and thirty-two (32) road kilometres in the province of Nova Scotia & Prince Edward Island of

the nearest city or town in which reasonable accommodation is available; or in special cases, from such closer location of accommodation as the Business Manager and the Employer may mutually agree to.

In such cases, the allowance shall be based on the one-way distance, in road kilometres from the edge of the twenty four (24) kilometre free zone in the province of New Brunswick and the thirty-two (32) kilometre free zone in the provinces of Nova Scotia & Prince Edward Island, to the job, at a rate of one minute per kilometre, at the Journeyperson's regular straight time rate. This allowance shall not exceed one-half of the daily subsistence allowance rate.

19.02

When an employee is instructed to report to, or leaves a job location which necessitates transportation and travelling time, they shall be entitled to the transportation or travel expense, plus travelling time at the regular rate, not exceeding eight (8) hours per day for such travelling time.

If location and circumstances require the employee to travel overnight or on the day preceding their first working day, the travel expense may also include a subsistence allowance in accordance with Article 20.00 of this Agreement for such preceding day.

Transportation costs and travelling time will normally be based on the employee using their own automobile. They shall receive transportation costs as set out in the Wage and Benefit Schedule per kilometre (road) plus travel time calculated at eighty (80) kilometres per hour, each way. There shall be an eight hour cap on travel time.

Payment of subsistence allowance for the preceding day as outlined in the foregoing paragraphs shall supersede, and not be in addition to, any subsistence allowance for those days as may be otherwise prescribed in Article 20.00.

The entitlement to Subsistence Allowance is measured from the employee's permanent residence to the project where it is in excess of 150 road kilometres and where substantiated by verifiable proof that used accommodation the preceding day (i.e. receipt or registration verification).

The employee's entitlement to the foregoing travel expense and travelling time, when applicable, shall be subject to the conditions in Articles 19.03 to 19.05 inclusive.

19.03

a) An employee shall qualify for travelling time and travel expense one way, from point of hiring to the job, on the completion of fifteen (15) calendar days employment, and shall receive payment for such time and expense on the pay day corresponding to the pay period during which they qualified.

b) An employee shall qualify for return travelling time and travel expense, from the job to the point of hiring, on the completion of thirty (30) calendar days employment and shall receive payment for such time and expense on the pay day corresponding to the pay period during which they qualified.

c) An employee shall also be entitled to return travel expenses and travel time:
   (i) if they have been laid off;
   (ii) if the job has been completed;
   (iii) if they have been granted permission by the Employer to leave before completion.

19.04

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

19.05

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

19.06

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

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE

20.01

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

a) An employee's entitlement to subsistence will be governed by the provisions of Article 19.01 and submission of the Application for Subsistence form properly completed and signed confirmation by the Employee and the Union Business Manager/Designee. At the Employer's discretion and/or when required by the Client, the Employer may request reaffirmation of the employee's permanent address.

b) The employee's permanent residence and their entitlement to subsistence allowance for any project shall be that existing at the time of dispatch to the project.

c) The Union will give preference to dispatching employees whose permanent address is in the job area, when they are available and qualified.

20.02

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

a) When a travel card member has deposited their card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, they shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.

b) In other cases, where the Union supplies workers from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.

c) Where the Employer obtains or supplies workers from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless they are required to maintain temporary living quarters away from their permanent residence.

20.03

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule of this Appendix.

20.04

Where the Owner provides a camp, the employee will stay in the camp provided it meets acceptable industry camp standards, (i.e. one worker per room), in which case Subsistence Allowance shall not apply. There shall be no charge to employees for use of
washer and dryers provided on camp jobs.

20.05

Subject to Articles 20.01 and 20.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

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

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

20.06

Subject to Article 20.05 on a 4/10 work cycle, the member will be paid five (5) days of Subsistence, provided they work all of their shifts. In the event a member is absent without the consent of the Contractor they will only be paid for days worked.

ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32.02

This Appendix shall remain in force and effect until June 30, 2017 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

Addendum: Re Article 15.02

NEW BRUNSWICK, NOVA SCOTIA and PRINCE EDWARD ISLAND

Unscheduled Emergency Maintenance and Repair Work

Principle 1 - Single Crew

Where only one crew is employed on a specific job between Monday and Friday (excluding recognized holidays) the hours of work shall be 8:00 a.m. to 4:30 p.m. and payment shall be at straight time rates. Payment for work performed before 8:00 a.m. and after 4:30 p.m. and on Saturdays, Sundays and recognized holidays shall be at the prevailing overtime rate. Since this schedule does not constitute shift work, shift premium is not applicable.

When a second dispatch is made to supplement this original crew (i.e. no one sent home), the additional crew members form part of the initial crew and receive payment as set forth above.

Principle 2

When one crew is employed on a specific job and it becomes known that a second shift will be required on that job, shift work is deemed to commence at the time the second shift crew commences work (i.e. The first crew follows principle 1, above, for the first day worked, and thereafter shift work proceeds).

Note: When it is known prior to job starting that at least 2 shift crews are required shift work will apply at the commencement of the job.

Principle 3 - Scheduled Two or Three Shift Operations

It is understood and agreed that the regular starting times may be adjusted by up to 4 hours before or after the regular starting times on any of the following shift schedules:

a) **Day Work**
Commences at 8:00 a.m. or up to 4 hours before or after 8:00 a.m. as determined by the employer.
Payment shall be at straight time rates for the first 8 hours worked Monday to Friday inclusive with no shift premium.
For all work performed after 8 hours and on Saturdays, Sundays and recognized holidays, payment shall be at prevailing overtime rates with no shift premium.

b) **Afternoon Shift**
Commences at 4:00 p.m. or up to 4 hours before or after 4:00 p.m. as determined by the employer.
Payment shall be at straight time rates plus shift premium for the first 8 hours worked Monday to Friday inclusive.

For all work performed after 8 hours and on Saturdays, Sundays and Recognized holidays, payment shall be at prevailing overtime rates plus shift premium for hours worked.

c) **Night Shift**

Commences at 12:00 midnight or up to 4 hours before or after 12:00 midnight as determined by the employer.
Payment shall be at straight time rates plus shift premium for the first 8 hours worked Monday to Friday inclusive.
For all work performed after 8 hours and on Saturdays, Sundays and Recognized Holidays, payment shall be at prevailing overtime rates plus shift premium for hours worked.

Note

1. The weekend shall be deemed to commence at 8:00 a.m. Saturday and conclude at 8:00 a.m. Monday.

2. Shift work can commence with a day, afternoon, or night shift.

3. Where the employer has opted to adjust the regular starting times by up to 4 hours, the employer further agrees to revert to regular shift starting times as quickly as job conditions allow.

Per Agreement between the Union and the Boilermaker Contractors' Association, the language in Note 2 **does not apply** to Principle 1 – Single Crew but **does apply specifically** to Principles 2 & 3 – Scheduled Two or Three Shift Operations.

Unscheduled Emergency Maintenance & Repair Work
Shift Examples

New Brunswick, Nova Scotia and Prince Edward Island

EXAMPLE 1: Two Shifts of 10 Hours each:
(Monday- Friday) Non Holiday

Day Shift - (1st Shift)
Assume commence at 8:00 a.m. (May commence ± 4 hours)

8:00 a.m. - 12:00 Noon 4 Hours
Noon - 12:30 p.m. Lunch
12:30 p.m. - 6:30 p.m. 6 Hours

Total Worked = 10 Hrs
Pay = 8 Hrs Regular Rate + 2 hrs at 2 x Reg. Rate

Afternoon Shift - (2nd Shift) (May commence ± 4 hours)
6:30 p.m. - 10:30 p.m. 4 Hours
10:30 p.m. - 11:00 p.m. Lunch
11:00 p.m. - 5:00 a.m. 6 Hours

Total Worked = 10 Hours
Pay = 8 Hrs Reg. Rate plus Shift Premium
2 Hrs of Reg. Rate + Shift Premium + Reg. Rate

Two Shifts of 10 hours each: Saturday, Sunday & Recognized Holidays
Day Shift (1st shift)
Assume hours as above

Total Worked = 10 Hrs
Pay = 10 Hrs at 2.0 times Regular Rate

Two Shifts of 10 Hours each: Saturday, Sunday and Recognized Holidays
Afternoon Shift (2nd Shift)
Assume hours as above

Total Worked = 10 Hrs
Pay = 10 Hrs at Regular Rate + Shift Premium + Reg. Rate

EXAMPLE 2: Three Shift Operation: (Monday-Friday)

Non Holiday

Day Shift - (1st Shift)
Assume commence at 8:00 a.m. (May commence ± 4 hours)

8:00 a.m. -12:00 Noon 4.0 Hours
Noon - 12:30 p.m. Lunch
12:30 p.m. - 4:00 p.m. 3.5 Hours

Total Worked = 7.5 Hours
Pay = 8.0 Hours Regular Rate

Afternoon Shift - (2nd Shift) (May commence ± 4 hours)
4:00 p.m. -8:00 p.m. 4.0 Hours
8:00 p.m. -8:30 p.m. Lunch
8:30 p.m. -12:00 Midnight 3.5 Hours

Total Worked = 7.5 Hours
Pay = 8.0 Hrs Reg. Rate +8.0 Hrs of Shift Premium

Night Shift -(3rd Shift)(May commence ± 4 hours)
Midnight -4:00 a.m. 4.0 Hours
4:00 a.m. -4:30 a.m. Lunch
4:30 a.m. -8:00 a.m. 3.5 Hours

Total Worked = 7.5 Hours
Pay = 8.0 Hrs Reg. Rate +8.0 Hrs of Shift Premium

Three Shift Operation: Saturday, Sunday and Recognized Holidays
Day Shift
Assume Hours as above

Total Worked = 7.5 Hours
Pay = 8.0 Hours at 2.0 times Regular Rate

Three Shift Operation: Sunday and Recognized Holidays
2nd & 3rd Shifts
Assume Hours as above

Total Worked = 7.5 Hours
Pay = 8.0 Hours at Reg. Rate + shift Premium + Reg. Rate

EXAMPLE 3: Two Shifts of 9 Hours each:
(Monday - Friday) Non Holiday

Day Shift - (1st Shift)
Assume commence at 8:00 a.m. (May commence ± 4 hours)

8:00 a.m. - 12:30 p.m.	4.5 Hours
12:30 p.m. - 1:00 p.m.	Lunch
1:00 p.m. - 5:30 p.m.	4.5 Hours

Total Worked	=	9.0 Hours
Pay	=	8 Hours Regular Rate plus 1 Hour at 2 times Regular Rate

Afternoon Shift - (2nd Shift) (May commence ± 4 hours)

5:30 p.m. - 10:00 p.m.	4.5 Hours
10:00 p.m. - 10:30 p.m.	Lunch
10:30 p.m. - 3:00 a.m.	4.5 Hours

Total Worked	=	9.0 Hours
Pay	=	8.0 Hours Reg. Rate + Shift Premium plus 1.0 Hrs at Reg. Rate + Shift Premium + Reg. Rate

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Two Shifts of 9 Hours each: Saturday, Sunday and Recognized Holidays
Day Shift (1st Shift)
Assume Hours as above

Total Worked	=	9 Hours
Pay	=	9 Hours at 2.0 times Regular Rate

Two Shifts of 9 Hours each: Sunday and Recognized Holidays
Afternoon Shift (2nd Shift)
Assume Hours as above

Total Worked	=	9 Hours
Pay	=	9 Hours at Regular Rate + Shift Premium + Reg. Rate

EXAMPLE 4: Two Shifts of 10 Hours each:
(Monday- Friday) Non Holiday

Day Shift - (1st Shift)
Assume commence at 8:00 a.m. (May commence ± 4 hours)

8:00 a.m. - 1:00 p.m. 5 Hours
1:00 p.m. - 1:30 p.m. Lunch
1:30 p.m. - 6:30 p.m. 5 Hours

Total Worked = 10 Hours
Pay = 8 Hours Regular Rate
plus 2 Hours at 2 times Regular Rate

Night Shift - (2nd Shift) (May commence ± 4 hours)
6:30 p.m. - 11:30 p.m. 5 Hours
11:30 p.m. - Midnight Lunch
Midnight - 5:00 a.m. 5 Hours

Total Worked = 10 Hours
Pay = 8 Hrous Regular Rate
plus 2 Hrs at Reg Rate + Shift Prem + Reg Rate

Two Shifts of 10 Hours each: Saturday, Sunday & Recognized Holiday

Day Shift (1st Shift)
Assume Hours as above

Total Worked = 10 Hours
Pay = 10 Hours at 2.0 times Regular Rate

Night Shift (2nd Shift)
Assume Hours as above

Total Worked = 10 Hours
Pay = 10 hours at reg. Rates + Shift Premium + Reg. Rate

EXAMPLE 5: Two Shifts of 12 Hours each:
(Monday-Friday) Non Holiday

Day Shift - (1st Shift)
Assume commence at 4:00 a.m. (May commence ± 4 hours)

4:00 a.m. - 9:00 a.m.	5 Hours
9:00 a.m. - 9:30 a.m.	Lunch
9:30 a.m. - 2:30 p.m.	5 Hours
2:30 p.m. - 3:00 p.m.	O.T. Meal
3:00 p.m. - 5:00 p.m.	2 Hours

Total Worked = 12 Hours
Pay = 8 Hours Regular Rate
plus 4 Hours at 2 times Regular Rate

Night Shift - (2nd Shift)

4:00 p.m. - 9:00 p.m.	5 Hours
9:00 p.m. - 9:30 p.m.	Lunch
9:30 p.m. - 2:30 a.m.	5 Hours
2:30 a.m. - 3:00 a.m.	O.T. Meal
3:00 a.m. - 5:00 a.m.	2 Hours

Total Worked = 12 Hours
Pay = 8.0 Hours Regular Rate
plus 4 Hrs + Reg. Rate + Shift Prem + Reg. Rate

Two Shifts of 12 hours each Saturday, Sunday and Recognized Holidays
Day Shift (1st Shift)
Assume Hours as above

Total Worked = 12 Hrs
Pay = 12 Hrs at 2.0 times Regular Rate

& Night Shift (2nd Shift)
Assume Hours as above

Total Worked = 12 Hrs
Pay = 12 Hrs at Reg. Rate + Shift Prem + Reg Rate

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS (LOCAL LODGE 73)

APPENDIX "C": NOVA SCOTIA (MAINLAND) & PRINCE EDWARD ISLAND
WAGE AND BENEFIT SCHEDULE

(REVISED FOR 2014 TRANSPORTATION RATE - EFFECTIVE JULY 6, 2014)

												Employer Contributions (Outside the Total Wage Package)			Employee Deduction
Classification	Effective Date	Hourly Wage Rate	Vacation Pay 9%	Statutory Holiday Pay 3%	(A) Health & Welfare	(A) Pension (1)	(A) Union Promotion	(A) Educational Training	(A) Apprenticeship	(A) National Training (3)	Total Wage Package	(A) Educational Training (4)	(A) Administration* & Workforce Planning (6)	Total Cost	(B) Helmets to Hardhats (H2H) (5)
General Foreperson	July 7, 2013	37.93	3.41	1.14	2.25	9.74	0.23	0.45	0.30	0.26	55.71	0.10	0.36	56.17	0.01
	July 6, 2014	39.26	3.53	1.18	2.25	9.74	0.23	0.45	0.30	0.26	57.20	0.10	0.36	57.66	0.01
	July 5, 2015	40.63	3.66	1.22	2.25	9.74	0.23	0.45	0.30	0.26	58.74	0.10	0.36	59.20	0.01
	July 3, 2016	42.04	3.78	1.26	2.25	9.74	0.23	0.45	0.30	0.26	60.31	0.10	0.36	60.77	0.01
Foreperson	July 7, 2013	35.68	3.21	1.07	2.25	9.74	0.23	0.45	0.30	0.26	53.19	0.10	0.36	53.65	0.01
	July 6, 2014	37.01	3.33	1.11	2.25	9.74	0.23	0.45	0.30	0.26	54.68	0.10	0.36	55.14	0.01
	July 5, 2015	38.38	3.45	1.15	2.25	9.74	0.23	0.45	0.30	0.26	56.21	0.10	0.36	56.67	0.01
	July 3, 2016	39.79	3.58	1.19	2.25	9.74	0.23	0.45	0.30	0.26	57.79	0.10	0.36	58.25	0.01
Assistant Foreperson	July 7, 2013	33.63	3.03	1.01	2.25	9.74	0.23	0.45	0.30	0.26	50.90	0.10	0.36	51.36	0.01
	July 6, 2014	34.96	3.15	1.05	2.25	9.74	0.23	0.45	0.30	0.26	52.39	0.10	0.36	52.85	0.01
	July 5, 2015	36.33	3.27	1.09	2.25	9.74	0.23	0.45	0.30	0.26	53.92	0.10	0.36	54.38	0.01
	July 3, 2016	37.74	3.40	1.13	2.25	9.74	0.23	0.45	0.30	0.26	55.50	0.10	0.36	55.96	0.01
Journeyperson	July 7, 2013	32.43	2.92	0.97	2.25	9.74	0.23	0.45	0.30	0.26	49.55	0.10	0.36	50.01	0.01
	July 6, 2014	33.76	3.04	1.01	2.25	9.74	0.23	0.45	0.30	0.26	51.04	0.10	0.36	51.50	0.01
	July 5, 2015	35.13	3.16	1.05	2.25	9.74	0.23	0.45	0.30	0.26	52.57	0.10	0.36	53.03	0.01
	July 3, 2016	36.54	3.29	1.10	2.25	9.74	0.23	0.45	0.30	0.26	54.16	0.10	0.36	54.62	0.01
3rd Year Apprentice (2)	July 7, 2013	28.90	2.60	0.87	2.25	9.74	0.23	0.45	0.30	0.26	45.60	0.10	0.36	46.06	0.01
	July 6, 2014	30.10	2.71	0.90	2.25	9.74	0.23	0.45	0.30	0.26	46.94	0.10	0.36	47.40	0.01
	July 5, 2015	31.33	2.82	0.94	2.25	9.74	0.23	0.45	0.30	0.26	48.32	0.10	0.36	48.78	0.01
	July 3, 2016	32.60	2.93	0.98	2.25	9.74	0.23	0.45	0.30	0.26	49.74	0.10	0.36	50.20	0.01
2nd Year Apprentice (2)	July 7, 2013	23.60	2.12	0.71	2.25	9.74	0.23	0.45	0.30	0.26	39.66	0.10	0.36	40.12	0.01
	July 6, 2014	24.60	2.21	0.74	2.25	9.74	0.23	0.45	0.30	0.26	40.78	0.10	0.36	41.24	0.01
	July 5, 2015	25.63	2.31	0.77	2.25	9.74	0.23	0.45	0.30	0.26	41.94	0.10	0.36	42.40	0.01
	July 3, 2016	26.68	2.40	0.80	2.25	9.74	0.23	0.45	0.30	0.26	43.11	0.10	0.36	43.57	0.01
1st Year Apprentice (2)	July 7, 2013	18.30	1.65	0.55	2.25	9.74	0.23	0.45	0.30	0.26	33.73	0.10	0.36	34.19	0.01
	July 6, 2014	19.10	1.72	0.57	2.25	9.74	0.23	0.45	0.30	0.26	34.62	0.10	0.36	35.08	0.01
	July 5, 2015	19.92	1.79	0.60	2.25	9.74	0.23	0.45	0.30	0.26	35.54	0.10	0.36	36.00	0.01
	July 3, 2016	20.77	1.87	0.62	2.25	9.74	0.23	0.45	0.30	0.26	36.49	0.10	0.36	36.95	0.01
Helper (2)	July 7, 2013	23.60	2.12	0.71	2.25	9.74	0.23	0.45	0.30	0.26	39.66	0.10	0.36	40.12	0.01
	July 6, 2014	24.60	2.21	0.74	2.25	9.74	0.23	0.45	0.30	0.26	40.78	0.10	0.36	41.24	0.01
	July 5, 2015	25.63	2.31	0.77	2.25	9.74	0.23	0.45	0.30	0.26	41.94	0.10	0.36	42.40	0.01
	July 3, 2016	26.68	2.40	0.80	2.25	9.74	0.23	0.45	0.30	0.26	43.11	0.10	0.36	43.57	0.01

***Note:** Prince Edward Island Administration Fund = $0.25 Eff. July 3, 2011**

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS (LOCAL LODGE 73)

APPENDIX "C": NOVA SCOTIA (MAINLAND) & PRINCE EDWARD ISLAND
WAGE AND BENEFIT SCHEDULE

(REVISED FOR 2014 TRANSPORTATION RATE - EFFECTIVE JULY 6, 2014)

Effective Date	July 7, 2013	July 6, 2014	July 5, 2015	July 3, 2016
Hours of Work	8	8	8	8
Shift Premium				
2nd Shift	1 1/5	1 1/5	1 1/5	1 1/5
3rd Shift	1 1/5	1 1/5	1 1/5	1 1/5
Overtime	2	2	2	2
Transportation Rate	0.54	0.54	TBD PER CRA	TBD PER CRA
Subsistence	$105 / Day Worked	$110 / Day Worked	$115 / Day Worked	$120 / Day Worked

Summary of Contributions contained in National Training (NTTF)

BCA Funds	
National Training (NTTF)	$0.10
IBB/Union Funds	
National Organizing	$0.04
National Health & Safety	$0.05
Union Promotion	$0.03
National Marketing	$0.04

FOOTNOTES:

(1) Pension contribution is comprised of two components, a Basic Pension Deduction and a "Special Funding Contribution" of $3.24.

(2) Rates for First, Second & Third year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution" for the Pension Plan.

(3) See above for breakdown of National Training.

(4) Effective July 7, 2013, the Education and Training Fund will increase by $0.10 for the province of Nova Scotia & Prince Edward Island. This increase is outside the total wage package until the expiration of the agreement June 30, 2017.

(5) Effective July 7, 2013, base wage rates are inclusive of $0.01 to be deducted from the employee for Helmets to Hardhats (H2H) (previously Canadian Building Trades). Effective July 7, 2013, $0.01/hour worked will be deducted from each employee and will be directed to Helmets to Hardhats (H2H). Please note that the Union Promotion Fund has been reduced by $0.01 (effective July 7, 2013) to provide for the $0.01/hour employee deduction. This employee deduction can be remitted to the BCA/IBB Administrator (Boilermaker National Benefit Funds).

(6) Effective May 6, 2012, a contribution of $0.05/hour, directed to the BCA to provide for a Resource Manager/Workforce Planning.

NOTES

Employee Deduction
Helmets to Hardhats (H2H) $0.01 PER HOUR WORKED

All contributions paid on hours earned with the exception of the employee deduction to Helmets to Hardhats (H2H), which is paid on hours worked
(A) = Based on Hours Earned
(B) = Based on Hours Worked

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 73)

APPENDIX "D": NOVA SCOTIA (CAPE BRETON ONLY)
WAGE AND BENEFIT SCHEDULE

(REVISED FOR 2014 TRANSPORTATION RATE - EFFECTIVE JULY 6, 2014)

													Employer Contributions (Outside the Total Wage Package)			Employee Deduction
Classification	Effective Date	Hourly Wage Rate	Vacation Pay 9%	Statutory Holiday Pay 3%	(A) Health & Welfare	(A) Pension (1)	(A) Union Promotion	(A) Educational Training	(A) Apprenticeship	(A) National Training (3)	Bldg. Trades Contribution	Total Wage Package	(A) Educational Training (4)	(A) Administration & Workforce Planning (6)	Total Cost	(B) Helmets to Hardhats (H2H) (5)
General Foreperson	**July 7, 2013**	39.81	3.58	1.19	2.25	9.74	0.23	0.45	0.30	0.26	0.07	57.88	0.10	0.36	58.34	0.01
	July 6, 2014	41.22	3.71	1.24	2.25	9.74	0.23	0.45	0.30	0.26	0.07	59.47	0.10	0.36	59.93	0.01
	July 5, 2015	42.67	3.84	1.28	2.25	9.74	0.23	0.45	0.30	0.26	0.07	61.09	0.10	0.36	61.55	0.01
	July 3, 2016	44.16	3.97	1.32	2.25	9.74	0.23	0.45	0.30	0.26	0.07	62.75	0.10	0.36	63.21	0.01
Foreperson	**July 7, 2013**	38.06	3.43	1.14	2.25	9.74	0.23	0.45	0.30	0.26	0.07	55.93	0.10	0.36	56.39	0.01
	July 6, 2014	39.47	3.55	1.18	2.25	9.74	0.23	0.45	0.30	0.26	0.07	57.50	0.10	0.36	57.96	0.01
	July 5, 2015	40.92	3.68	1.23	2.25	9.74	0.23	0.45	0.30	0.26	0.07	59.13	0.10	0.36	59.59	0.01
	July 3, 2016	42.41	3.82	1.27	2.25	9.74	0.23	0.45	0.30	0.26	0.07	60.80	0.10	0.36	61.26	0.01
Assistant Foreperson	**July 7, 2013**	36.26	3.26	1.09	2.25	9.74	0.23	0.45	0.30	0.26	0.07	53.91	0.10	0.36	54.37	0.01
	July 6, 2014	37.67	3.39	1.13	2.25	9.74	0.23	0.45	0.30	0.26	0.07	55.49	0.10	0.36	55.95	0.01
	July 5, 2015	39.12	3.52	1.17	2.25	9.74	0.23	0.45	0.30	0.26	0.07	57.11	0.10	0.36	57.57	0.01
	July 3, 2016	40.61	3.65	1.22	2.25	9.74	0.23	0.45	0.30	0.26	0.07	58.78	0.10	0.36	59.24	0.01
Journeyperson	**July 7, 2013**	35.06	3.16	1.05	2.25	9.74	0.23	0.45	0.30	0.26	0.07	52.57	0.10	0.36	53.03	0.01
	July 6, 2014	36.47	3.28	1.09	2.25	9.74	0.23	0.45	0.30	0.26	0.07	54.14	0.10	0.36	54.60	0.01
	July 5, 2015	37.92	3.41	1.14	2.25	9.74	0.23	0.45	0.30	0.26	0.07	55.77	0.10	0.36	56.23	0.01
	July 3, 2016	39.41	3.55	1.18	2.25	9.74	0.23	0.45	0.30	0.26	0.07	57.44	0.10	0.36	57.90	0.01
3rd Year Apprentice (2)	**July 7, 2013**	31.27	2.81	0.94	2.25	9.74	0.23	0.45	0.30	0.26	0.07	48.32	0.10	0.36	48.78	0.01
	July 6, 2014	32.53	2.93	0.98	2.25	9.74	0.23	0.45	0.30	0.26	0.07	49.74	0.10	0.36	50.20	0.01
	July 5, 2015	33.84	3.05	1.02	2.25	9.74	0.23	0.45	0.30	0.26	0.07	51.21	0.10	0.36	51.67	0.01
	July 3, 2016	35.18	3.17	1.06	2.25	9.74	0.23	0.45	0.30	0.26	0.07	52.71	0.10	0.36	53.17	0.01
2nd Year Apprentice (2)	**July 7, 2013**	25.57	2.30	0.77	2.25	9.74	0.23	0.45	0.30	0.26	0.07	41.94	0.10	0.36	42.40	0.01
	July 6, 2014	26.63	2.40	0.80	2.25	9.74	0.23	0.45	0.30	0.26	0.07	43.13	0.10	0.36	43.59	0.01
	July 5, 2015	27.72	2.49	0.83	2.25	9.74	0.23	0.45	0.30	0.26	0.07	44.34	0.10	0.36	44.80	0.01
	July 3, 2016	28.84	2.60	0.87	2.25	9.74	0.23	0.45	0.30	0.26	0.07	45.61	0.10	0.36	46.07	0.01
1st Year Apprentice (2)	**July 7, 2013**	19.88	1.79	0.60	2.25	9.74	0.23	0.45	0.30	0.26	0.07	35.57	0.10	0.36	36.03	0.01
	July 6, 2014	20.73	1.87	0.62	2.25	9.74	0.23	0.45	0.30	0.26	0.07	36.52	0.10	0.36	36.98	0.01
	July 5, 2015	21.60	1.94	0.65	2.25	9.74	0.23	0.45	0.30	0.26	0.07	37.49	0.10	0.36	37.95	0.01
	July 3, 2016	22.49	2.02	0.67	2.25	9.74	0.23	0.45	0.30	0.26	0.07	38.48	0.10	0.36	38.94	0.01
Helper (2)	**July 7, 2013**	25.57	2.30	0.77	2.25	9.74	0.23	0.45	0.30	0.26	0.07	41.94	0.10	0.36	42.40	0.01
	July 6, 2014	26.63	2.40	0.80	2.25	9.74	0.23	0.45	0.30	0.26	0.07	43.13	0.10	0.36	43.59	0.01
	July 5, 2015	27.72	2.49	0.83	2.25	9.74	0.23	0.45	0.30	0.26	0.07	44.34	0.10	0.36	44.80	0.01
	July 3, 2016	28.84	2.60	0.87	2.25	9.74	0.23	0.45	0.30	0.26	0.07	45.61	0.10	0.36	46.07	0.01

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

BOILERMAKER CONTRACTORS' ASSOCIATION &
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FORGERS AND HELPERS (LOCAL LODGE 73)

APPENDIX "D": NOVA SCOTIA (CAPE BRETON ONLY)
WAGE AND BENEFIT SCHEDULE

(REVISED FOR 2014 TRANSPORTATION RATE - EFFECTIVE JULY 6, 2014)

Effective Date	July 7, 2013	July 6, 2014	July 5, 2015	July 3, 2016
Hours of Work	8	8	8	8
Shift Premium				
2nd Shift	1 1/5	1 1/5	1 1/5	1 1/5
3rd Shift	1 1/5	1 1/5	1 1/5	1 1/5
Overtime	2	2	2	2
Transportation Rate	0.54	0.54	TBD PER CRA	TBD PER CRA
Subsistence	$105 / Day Worked	$110 / Day Worked	$115 / Day Worked	$120 / Day Worked

Summary of Contributions contained in National Training (NTTF)

BCA Funds

National Training (NTTF)	$0.10

IBB/Union Funds

National Organizing	$0.04
National Health & Safety	$0.05
Union Promotion	$0.03
National Marketing	$0.04

FOOTNOTES:

(1) Pension contribution is comprised of two components, a Basic Pension Deduction and a "Special Funding Contribution" of $3.24.

(2) Rates for First, Second & Third year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution" for the Pension Plan.

(3) See above for breakdown of National Training.

(4) Effective July 7, 2013, the Education and Training Fund will increase by $0.10 for the province of Nova Scotia. This increase is outside the total wage package until the expiration of the agreement June 30, 2017.

(5) Effective July 7, 2013, base wage rates are inclusive of $0.01 to be deducted from the employee for Helmets to Hardhats (H2H) (previously Canadian Building Trades). Effective July 7, 2013, $0.01/hour worked will be deducted from each employee and will be directed to Helmets to Hardhats (H2H). Please note that the Union Promotion Fund has been reduced by $0.01 (effective July 7, 2013) to provide for the $0.01/hour employee deduction. This employee deduction can be remitted to the BCA/IBB Administrator (Boilermaker National Benefit Funds).

(6) Effective May 6, 2012, a contribution of $0.05/hour, directed to the BCA to provide for a Resource Manager/Workforce Planning.

NOTES

Employee Deduction
Helmets to Hardhats (H2H) $0.01 PER HOUR WORKED

All contributions paid on hours earned with the exception of the employee deduction to Helmets to Hardhats (H2H), which is paid on hours worked
(A) = Based on Hours Earned
(B) = Based on Hours Worked

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked