

June 16, 2011

**BOILERMAKER, LODGE 359  
STANDARD CONSTRUCTION AGREEMENT  
TRADE LEVEL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN:**

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers,  
Lodge 359.**

**(Hereinafter referred to as the "Union")**

**AND:**

**Construction Labour Relations Association of BC (CLR)**

**(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)**

**(Hereinafter referred to as the "Employer")**

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The parties agree that this Memorandum of Agreement (MOA) in conjunction with the Overall Memorandum of Settlement (OMS) to be reached for the industry by the Bargaining Council of BC Building Trade Unions (BCBCBTU) on behalf of its affiliates and CLR on behalf of its member contractors, will form the basis of the final industry settlement to be put to ratification by the BCBCBTU and CLR.

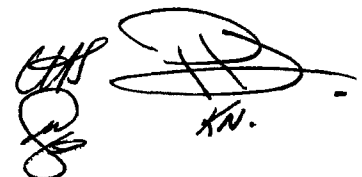
The parties further agree to recommend acceptance of the terms and conditions of this MOA to their respective members when the BCBCBTU and CLR conduct an industry ratification vote for a new industry Collective Agreement. Upon ratification of the OMS and this MOA, any/all appropriate language changes shall be made to the Boilermakers, Lodge 359 Agreement (hereinafter referred to as "the Agreement") to reflect the ratified settlement. Notwithstanding the foregoing, the terms and conditions contained within the Agreement (April 30, 2010 expiry) not otherwise altered as a result of this MOA or the OMS shall remain in effect.

**(1) Application (Agreed)**

The terms and conditions of this MOA shall apply to all work governed by the Agreement, unless otherwise stated herein.

**(2) Duration and Effective Date (Agreed)**

(a) The duration of the Agreement shall be May 1, 2010 through to April 30, 2014.



- (b) The terms and conditions of this MOA shall be enabled into place effective the first Monday of the first month following date of signing of this MOA (in this case July 4, 2011). Such date shall be deemed the "date of enablement".

**Article 3.00 – Management Rights**

**3.03** paragraph 2: In case of...fifty percent (50%) of the crew as follows: Employer the first (odd) number, Union the first even number and the second odd number then Employer even number, Union odd number thereafter on a 50/50 basis thereafter.

**3.06** The parties agree that the Employer has the right to determine, in the best interests of the owner/client, when non-working foremen are required on a project.

**Article 4.02** the parties agree to add: but neither classification shall solely perform the traditional duties of the other classification.

**Article 4.04** the parties agree to add: the employer may not exceed the name hire ratio when reducing the crew size

**Article 7.07** Employees who work underground during excavation which includes drilling, blasting, guniting and/or rock bolting or outfalls such as Burrard Thermal, shall receive prevailing rates plus ten percent (10%). Employees who work any part of the half shift underground shall be paid the ten per cent (10%) premium for that half shift. In an Employee works underground in both half shifts, the Employee shall be paid prevailing rates plus ten percent (10%) for all hours paid that shift including shift differential.

**Article 8.01** the parties agree to add: Once an Employer is in receipt of a welders log book, the Employer shall be responsible for its safe return or replacement cost in the case of loss or theft.

**Article 14.02 – Compressed Work Weeks**

The statutory holiday will be taken on the day in which it falls (eg: Monday through Thursday schedule and Statutory Holiday falls on the Friday, it is observed on the Friday.) The Parties agree to add the following: Once the start day is established it may not be changed without the mutual consent of the Business Manager and the Employer.

**Article 14.04 Meal Breaks**

The parties agree to add: On out-of-town "camp" projects ....

**Article 16.02** The parties agree to change the meal allowance to \$30.00

**Article 19 – Travelling Expenses**

**19.01 (b) (i)** the parties agree to add the words : the road kilometer rate

**19.01 (b) (ii)** the parties agree to delete clause

**19.01 (c) (i) (a)** change to reference Canada Revenue Agency with annual adjustment date of February 28 if a change is identified

**19.01 (c) (ii)** the parties agree to delete language re ferry fares

**19.01 (viii) (a)** the parties agree to drop this language as redundant; and to rename 19.01 (viii) (b), (c) initial and final changed to 'all' and (d) because of this.



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**19.01 (e) (ii)** add the word "allowance" after Turnaround so locals are allowed a turnaround but not payment

**19.01 (e) (iii)** change reference to Room and Board to Subsistence

**19.03 Turnaround** – the qualifying duration shall be 40 calendar days, the formula shall be adjusted as follows:

Date of Enablement	
250 – 500	\$175
501 – 750	\$275
751 – 1000	\$375
+1000	\$475

**Article 20.01** change reference to 2008 – 2014 Camp standards

**Article 20.03** Effective date of enablement, LOA will be \$115 per day; May 1, 2012 - \$120 per day; May 1, 2013 - \$125 per day. The Room plus Meal Allowance rate will be as per the date of enablement \$57.50 January 1, 2012 - \$60 per day; May 1, 2013 - \$62.50 per day. It is understood that neither of these payments apply while the employee is on turn-around.

**Article 20.03 (f)** include the words "or if on Room plus meal allowance the meal allowance portion"

**Article 20.04** – change (a) to read fifteen dollars (\$15) per day and delete (b)

**Article 8. 07 and 24.03** - first add: or apprentices who are required to tack weld; and second add 'tack weld' to the list of apprentice duties

**Article 21.01** The parties agree to add the following wording: direct deposit will be utilized wherever possible.

**Article 27 Drug and Alcohol Policy**

The Parties agree to be bound by the D and A Policy committee decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy with respect to implementation of an EFAP.

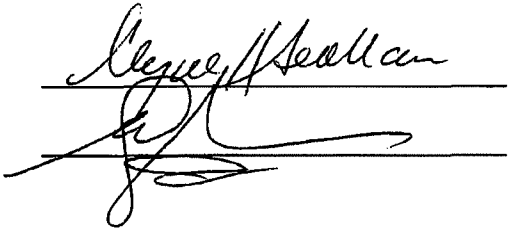
**Appendix "A" Wage and Benefits Summary**

Date of Enablement:	\$2.50
May 1, 2012	\$1.50
May 1, 2013	\$1.50

The Parties agree to participate in the process to determine if a common industry health and welfare plan might be advantageous to the Parties.

Signed this 16<sup>th</sup> day of June, 2011

Construction Labour Relations  
Association of B.C.



International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
And Helpers, Lodge 359

