

**2006 - 2010**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BOILERMAKERS LODGE 359**

**AND**

**THE BOILERMAKER CONTRACTORS' ASSOCIATION  
OF BRITISH COLUMBIA**

**AND**

**INDEPENDENT BOILERMAKER  
CONTRACTORS SIGNATORY HERETO**

**INDEX**  
**2006 - 2010 AGREEMENT**

<u>ARTICLE</u>	<u>PAGE</u>
1:00 Purpose	4
2:00 Recognition and Craft Jurisdiction	4
3:00 Management Rights	5
4:00 Union Security, Dues Deductions, Employer Contributions	7
5:00 No Strike or Lockouts	10
6:00 Jurisdictional Disputes	11
7:00 Working Conditions, Safety Measures, Health and Sanitation	12
8:00 Welding Tests	13
9:00 Access to Jobs	14
10:00 Stewards	14
11:00 Liaison Committee and Joint Conference Board	15
12:00 Grievance Procedure	16
13:00 Arbitration	17
14:00 Hours of Work	17
15:00 Shift Work	19
16:00 Overtime	20
17:00 Vacation and Holidays	21
18:00 Waiting and Reporting Time	22
19:00 Traveling Expenses	23
20:00 Subsistence	27
21:00 Pay Day	28
22:00 Wages	29
23:00 Provincial and Federal Laws	29
24:00 Apprentices and Apprenticeship Funds	30
25:00 Sub-Contracting	30
26:00 Enabling Clause	30
27:00 Duration and Renewal of Agreement	31
Clarification of Craft Jurisdiction	33
 <u>APPENDIX</u>	
"A" Wage and Benefit Schedule	36
"B" Map of the Boundary of the Free Zone	37
"C" Shift Examples	38
"D" Letters of Clarification	43
Construction Camp Rules and Regulations	44
Calendars of Recognized Holidays	60

***PLEASE NOTE***

Whenever the term ".man" or ".men" is used in this Agreement, it shall mean both genders, as well as, single or plural, as applicable in the circumstances.

The term "he" used herein shall mean "he" or "she" or "they", as applicable in the circumstances.

The term "his" used herein shall mean "his", "her" or "their" as applicable in the circumstances.

## **ARTICLE 1 - PURPOSE**

### **1:01**

The purpose of this Agreement is to govern wages and working conditions so as to promote orderly harmonious relations between the Employer and his Employees and the Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Parties agree that the Memorandum of Agreement dated April 25, 2006 forms a part of this Agreement.

## **ARTICLE 2 - Recognition and Craft Jurisdiction**

### **2:01**

The Employer recognizes the Union as the sole collective bargaining agency for General Foreman, Foreman, Journeyman, Apprentice(s), and Pre-Apprentice(s) employed on field construction work 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**

The Union confirms that the terms and conditions of this Collective Agreement and those matters set out in the Memorandum of Agreement will supersede any terms and conditions set out in Local Lodge 359 By Laws and Referral Rules, and render those Articles of the By-Laws and Referral Rules null and void.

### **2:04**

"Employees" as used herein means Employees of the Employer engaged in such work in British Columbia and the Yukon Territory.

### **2:05**

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

### **2:06**

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

**2:07**

The Union agrees to co-operate with the Employer, in order that the work be conducted in the most expedient manner. It is recognized by the Parties to this Agreement that the work covered, at times, may require the use of qualified Owner's employees.

**2:08 TOOL CRIB ATTENDANT**

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

**ARTICLE 3 - MANAGEMENT RIGHTS****3:01**

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

**3:02**

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the Employees, provided that they are not inconsistent with this Agreement.

**3:03**

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

**3:04**

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

**3:05**

The selection and appointment of General Foremen and Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen and Foremen is the sole responsibility of the Employer and shall be excluded from the name hire ratio. On a crew not exceeding five (5) Journeymen, per shift, one of them may be a Foreman who may work on the tools. (An Apprentice is in addition to the crew.) For tank projects, on a crew not exceeding ten (10) Journeymen, per shift, one of them may be a Foreman who may work on the tools. (An Apprentice is in addition to the crew).

When Foremen are brought forward on the prep crew for the sole purpose of project orientation, it is understood that they will not work on the tools.

The Employer may transfer General Foremen and Foremen from one of his projects to another of his projects. Prior notification will be given by the Employer to the Union of the names of supervisors to be transferred.

Foremen while working on the tools will be included in the journeyman name hire ratio. The Foreman shall be the only representative of the Employer who may issue instructions to the employees.

**3:06**

General Foremen shall be utilized by an Employer whenever he has established this level of supervision on his work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer. General Foreman shall not work on the tools. The Employer agrees that the General Foreman shall be a member of Boilermaker Lodge 359.

**3:07**

(a) In addition to Article 3:05, the Employer shall have the right to name request Journeymen pursuant to the following table, unless otherwise mutually agreed to between the Employer and the Union.

The following per shift name hire formula shall be applied to each written request and bonafide emergency request for the dispatch of Journeymen as received from an Employer.

**Journeyman Crew Requirements**

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

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

Twenty-Four	Six	Eighteen
Twenty-Eight	Seven	Twenty-One
Thirty-Two	Eight	Twenty-Four
Thirty-Six	Nine	Twenty-Seven
Forty	Ten	Thirty
etc.		

The Employer may not exceed the name hire ratio when reducing crew size.

Foremen working on the tools will be included in the name hire ratio. Foreman outside the name hire ratio may not work on the tools and may not be demoted.

(Note: An Apprentice is in addition to the crew.)

- (b) All name requests shall be made in writing (including FAX), to the Union, prior to these requests being dispatched.
- (c) Journeymen employees who are members of the Union will be eligible to transfer to another of the Employer's project(s) at such time as the Union is unable to supply manpower within the classification as required by the Employer and/or when the Employer has been advised by the Union that manpower on the Union "out-of-work" list has been exhausted. All transfers shall be considered to be name requests. Those members transferred as name requests shall be laid off first, until the name hire ratio is met. Transfers shall be implemented only if the employer has not terminated the employee and has not processed termination documents. The Employer must provide the Union with a list of all employees to be transferred.
- (d) The Parties agree that the number of contracts an Employer may have on a specific jobsite is irrelevant to employee assignments including abutting properties of a common Owner / Client (i.e. this is not a transfer).

**3:08**

An Employee shall have the right to refuse a transfer from one job to another. In the event an Employee does not choose to accept the transfer, he will not be considered as having quit and will be entitled to his travel expenses to Vancouver subject to the provisions of this agreement.

**3:09**

Members of the Union who have accepted a name request from an Employer other than via the Union Dispatch Office must report acceptance of the name request to the Union office prior to the Union receiving the Employer's written manpower dispatch order. Failure to comply shall nullify the member's name request(s) for fourteen (14) calendar days.

In the event that name requests exceed the ratio as contained in the formula, dispatching shall be done on the basis of first received.

On jobs of fourteen (14) days duration or less it is further understood and agreed there shall be no additional name requests after the first layoff has taken place.

**ARTICLE 4 - UNION SECURITY,  
DUES DEDUCTIONS, EMPLOYER  
CONTRIBUTIONS**

**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 his employ, only Employees who are members in good standing with the Union. Except as otherwise provided, all such Employees shall be hired through the Union office, prior to the start of the job.

**4:02**

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

**4:03**

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

**4:04**

Should it be necessary to reduce the work force on the job, the Employer shall lay off or terminate his Employees in the following sequence:

- (i) Permits
- (ii) Retired Members
- (iii) Travel Cards
- (iv) Probationary Journeymen and Shop Local Lodge Members
- (v) Construction Local Lodge Members.

Except that consideration must also be given to retain sufficient Employees on each job classification to suit the nature of the work remaining.

**4:05**

Upon receipt of authorization contained on the official Union Dispatch Form signed by the Employee, the Employer shall each month deduct from all employees coming

within the scope of this Agreement monthly union dues in the amount prescribed by the Union.

#### **4:06**

In addition to Article 4:05, and upon receipt of authorization, the Employer shall each month deduct three and one-half percent (3½%), amended to four percent (4%) effective January 1, 2002, (or such amount as may be designated by the Union) Field Dues of gross hourly wages (including waiting, reporting, show up and standby time) of all Employees, coming within the scope of this Agreement.

#### **4:07 Employer Contributions**

(a) The Employer shall contribute each month, to the Following Funds, for each Employee coming within the scope of this Agreement, an amount in cents per hour as set out in Appendix "A", for all hours earned (including waiting, reporting, and standby time) by the Employee:

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Boilermaker Lodge 359 Apprenticeship Fund
- Boilermaker Lodge 359 Trade Advancement Fund
- Boilermaker Lodge 359 Education and Promotion Fund
- Jurisdictional Assignment Plan
- Construction Industry Rehabilitation Fund
- Boilermaker National Apprenticeship and Education Training Fund
- B.C.A. of B.C. Management Administration Fund

#### **4:08 Payment of Dues Check-Off and Employer Contributions**

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

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

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary-Treasurer  
International Brotherhood of Boilermakers  
Lodge 359

4514 Dawson Street  
Burnaby, B.C.  
V5C 4C1

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

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

Boilermakers Lodge 359  
Benefit Administration Office  
4510 Dawson Street  
Burnaby, B.C.  
V5C 4C1

Monthly Employer Contributions to the B.C.A of B.C. Management Administration Fund, and National Apprenticeship and Education Training Fund shall be remitted directly and payable to:

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

Delinquent payments, notification, penalties and inspection: The Union and/or Fund Administrators shall advise the Employer in writing of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays), by either: payment of the delinquency or written reasons for the delinquency which the Union and/or Fund Administrators shall decide as being acceptable or not, there then shall be a ten percent (10%) penalty of the amount of the late payment due.

#### **4:09 Funds: General**

- (a) The Apprenticeship Fund, Trade Advancement Fund, Industry Rehabilitation Fund, Industry Health and Safety Fund and National Training Fund shall each be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the respective Fund.
- (b) The Health and Welfare Fund, and the Pension Fund shall be controlled by a Board of Trustees consisting of Union members. A full time Administrator shall be engaged by the Board of Trustees. The cost of administration of the Funds shall be borne by the respective fund.
- (c) The B.C.A. of B.C. Management Administration Fund shall be responsible for the cost of joint meeting rooms for negotiations, liaison committee and

conference board meetings, where applicable. The Parties will share the cost of new agreements on the basis of quantity ordered.

## **ARTICLE 5 - NO STRIKE 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 lockout of employees.

## **ARTICLE 6 - JURISDICTIONAL DISPUTES**

### **6:01**

Whenever the Employer has acquired a contract(s), subcontract(s), material and/or equipment assignment which involves work within the jurisdiction of the Union (Article 2:02 and 2:03 of this Agreement) the Employer shall notify the Union and a pre-job conference shall be arranged in the City of Vancouver, B.C. to discuss the work to be performed.

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

Should a dispute arise between the Boilermakers' Union, and any other union which cannot be resolved by the provisions of Article 2:00 (Recognition and Craft Jurisdiction) the Employer shall nevertheless assign the work in accordance with the following procedure:

#### **STEP 1:**

It shall be the responsibility of the Employer to observe any agreement in force between the Boilermakers' Union, and any other Union, assigning jurisdiction; or

#### **STEP 2:**

If the nature of the work is such that it is not described in Article 2:02 (Recognition and Craft Jurisdiction) or in any agreement between the Boilermakers' Union, and any other Union, then the prevailing area practice shall determine the work assignment; or

#### **STEP 3:**

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

#### **STEP 4:**

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

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

**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.

**ARTICLE 7 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

**7:01**

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

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

**7:02**

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

**7:03**

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

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

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and

coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed 15 minutes for wash-up time prior to the conclusion of their shift.

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

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

#### **7:04**

The Employer shall provide adequate sanitary facilities on the job for the welfare of his Employees and protection of public health, and these facilities must be provided with toilet tissue, and kept clean, and heated when necessary. Flush toilets will be provided where possible and practical, as determined by the Employer.

#### **7:05**

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

#### **7:06 Handicapped Workmen**

The Employer agrees, subject to prior consultation with the Union, to employ any member on work which suits his physical ability and which is acceptable to the member. This could include but not be limited to the tool crib as defined in Article 2:08 of this Agreement. Those who have suffered injury or disability in the trade should be employed when their capabilities are considered suitable, provided that the employee has the approval of the Workers' Compensation Board.

#### **7:07 Underground Work**

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

#### **7:08 Working Conditions, Safety Measures, Health and Sanitation**

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

### **ARTICLE 8 - WELDING TESTS**

#### **8:01**

All welders are required to carry their welders log book to all projects to which they are dispatched.

Any Employee holding a current Provincial Government Welding Certificate of Qualification and/or a Welders Log Book, who is required to take a Provincial

Government test, shall be paid for the time required to take the test, including materials and inspector fees.

**8:02**

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

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

**8:03**

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating his having to travel outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him for travel expenses and subsistence allowance, if applicable.

**8:04**

Welders passing a test will have the results recorded in his welders log book by the Employer's representative at the time of the test or prior to completion of the project.

**8:05**

Where a welder is to take a private or provincial test on which the issuance or re-issuance of his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

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

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

**8:06**

Any 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.

**8:07**

Welding equipment will only be operated by welders.

## **ARTICLE 9 - ACCESS TO JOBS**

### **9:01**

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

## **ARTICLE 10 - STEWARDS**

### **10:01**

On all jobs, the Business Manager of the Union will designate, or otherwise arrange for, the appointment of a steward from among the qualified working journeymen employees.

### **10:02**

It will be his duty to assist the Employer and the Union members in carrying out the provisions of this Agreement, and he will be allowed reasonable time to perform his duties as agreed to by the Employer's representative on the job. When the Employer determines it is necessary to reduce the work force on the job by layoff, transfer or termination the Job Steward(s) shall receive notice and a list of the employees that will leave the job. Such notice shall be at least two (2) hours prior to the end of the final shift of the employees.

### **10:03**

When practical, the Steward shall be retained until the end of the job, provided there is work available for which he is qualified; otherwise the Business Manager or Business Representative of the Union will be notified in time to appoint a successor.

### **10:04**

Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman, or Management that will change or conflict in any way with any section or terms of this Agreement.

### **10:05**

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

## **ARTICLE 11 - LIAISON COMMITTEE AND JOINT CONFERENCE BOARD**

### **11:01 Liaison Committee**

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

#### **11:02 Joint Conference Board**

- (a) A Joint Conference Board shall be formed which will be composed of the Board of Directors of the Boilermaker Contractors' Association of British Columbia, and Members of Local Lodge 359 as appointed by the Business Manager. The Joint Conference Board shall meet at least once during each calendar year or more periodically upon request.
  
- (b) Should, in the opinion of the Parties of this Agreement, certain articles, clauses or conditions as outlined in this Agreement not be working practically in the best interests of both parties, such articles, clauses or conditions will, upon mutual agreement of the Joint Conference Board and consistent with the original intent, be rewritten as Letters of Clarification and/or Understanding which will be attached to this Agreement.

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

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12:01**

Grievance as used in this Agreement is an employee and/or an employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation, or application of, or compliance with, the provision of this Agreement.

### **12:02**

All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

#### **STEP 1:**

Any employee who believes that he has a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Foreman.

#### **STEP 2:**

Should the employee and Job Steward be dissatisfied with the Foreman's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable section of the Agreement, before again presenting same to the Foreman or the next level of supervision above the Foreman. The Foreman or next level of supervision shall answer the grievance in writing within ten (10) working days, or at a time mutually agreed upon.

**STEP 3:**

In the case of any dispute or grievance arising that cannot be settled informally by the Employee, Job Steward and Foreman or General Foreman on the project, it will be referred in writing to the representatives of the parties within two (2) working days, or at a time mutually agreed upon. All time limitations pertaining to disputes or grievances may be extended by mutual agreement of the parties. Failure to reply to the grievance within the agreed time limit shall mean the grievance is conceded.

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

**12:03**

If any dispute or grievance referred to the Representatives cannot be settled or otherwise resolved, either party may seek the assistance of the President of the B.C.A. of B.C. or his designate, and the Boilermaker International Vice-President for Western Canada or his designate, before proceeding to Arbitration, as provided for in Article 13 of this Agreement.

**12:04**

The Union or the Employer shall have the right to initiate a group grievance or a grievance of a general nature at Step 3 of Section 2, thereby eliminating Steps 1 and 2.

**ARTICLE 13 - ARBITRATION****13:01**

Any difference or disputes between the Employer and the Union, or between the Employer and an employee or employees, relating to the interpretation, application, administration or alleged violation of this Agreement that has not been satisfactorily settled pursuant to this Agreement, shall, upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Section 2 of the preceding Clause of this Agreement, be submitted to a Single Arbitrator.

**13:02**

Either party desiring arbitration shall notify the other party in writing of its intention and particulars of the matters in dispute.

**13:03**

The Arbitrator will be chosen from the agreed list of Arbitrators. The Arbitrator will be picked on the basis of rotation and availability. Example: Arbitrator 'A' handles first case, Arbitrator 'B' handles second case and so on. However, should Arbitrator 'B' not be available for a period of fifteen calendar days then the next eligible arbitrator would be chosen.

**13:04**

The Arbitrator shall sit, hear the Parties, settle the term of the question or questions to be arbitrated, and make an award within ten (10) days from the date of appointment, provided that the time may be extended by agreement of the Parties.

**13:05**

The Arbitrator shall submit the award in writing to each of the parties. The award shall be final and binding upon the Parties and they shall carry it out forthwith.

**13:06**

Each party shall pay its own cost and expense of arbitration. One-half the compensation of the Arbitrator and the stenographer and other expenses of the Arbitrator shall be paid by each party.

**ARTICLE 14 - HOURS OF WORK**

**14:01**

(a) The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an 8 hour day, with one-half or one hour for lunch commencing no later than five hours after work commenced. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

The starting time of the normal hours of work may be varied by up to one (1) hour earlier or later, without penalty or premium, provided eight (8) hours advance notice is given by the Employer to the affected employees, (i.e. during the prior shift).

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

(b) Compressed Work Week Schedule

A compressed work week may be established for other than shutdown projects between Monday to Friday. Mutual consent by the Union will not be unreasonably withheld. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Article.

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

**14:02**

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a reassigned one-half hour lunch break. If this break falls outside the regular lunch break

established on the job, he shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to his regular straight time hours.

**14:03**

Two (2) rest or work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift, or shifts. Where the scheduled shift exceeds ten (10) hours or if unscheduled overtime is worked beyond the normal working day and if the duration of overtime is to exceed one hour, then the Employee will be allowed a coffee break at the end of the normal shift. Such breaks and a suitable location to be determined by the Employer, in consultation with the job steward. Where the shifts are scheduled for ten (10) hours the two (2) rest or work (coffee) breaks shall be of fifteen (15) minutes duration.

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

**14:04**

Overtime rates of pay shall apply for Saturday, Sunday and Recognized Holidays, or for hours outside of the regular working hours, as amended by mutual agreement. This shall include waiting, reporting, show up and standby time.

**14:05**

If the scheduled shift is changed, a minimum of eight (8) hours notice shall be given to the affected employees.

**14:06**

Where the normal hours of work are in excess of eight (8) hours per shift, the very last crew remaining on the project may work only eight (8) hours. This refers to the completion of the job, not to workers who may be discharged earlier. This must be noted on each order for manpower placed with the union.

**14:07 Emergency Repair Call-Out:**

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

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

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

**ARTICLE 15 - SHIFT WORK**

(See Appendix "C" for Examples)

**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.

Shift premiums shall not apply for shifts on Saturday, Sunday and Recognized Holidays.

#### **15:02**

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 8:00 a.m. The starting time may be varied by the Employer up to one (1) hour, earlier or later, without penalty or premium, provided eight (8) hours advance notice is given to the affected employees. Any further variance of starting time may be varied by mutual agreement with the Union to suit job requirements. The 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.

#### **15:03**

- (a) When two (2) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium, as set out in Appendix "A", shall apply on all hours worked on the second shift.
- (b) When three (3) shifts are scheduled, each shift shall work seven and one-half (7½) hours of work with a one-half (1/2) hour unpaid meal period. A shift premium, as set out in Appendix "A", shall apply on all hours worked on the second and third shifts.

#### **15:04**

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

### **ARTICLE 16 - OVERTIME**

#### **16:01**

- (a) When an Employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1-1/2) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.
- (b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.

(c) All other overtime shall be paid at double (2) the regular hourly rate.

(d) Where a compressed work week is scheduled, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a fifth (5<sup>th</sup>) day is worked (Friday on the Monday through Thursday schedule or Monday on the Tuesday through Friday schedule), the first ten (10) hours shall be paid at one and one-half (1-1/2) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.

(e) Two and Three Shift Operations:

Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

(f) It is recognized that unscheduled overtime is commonplace in our industry. Every effort will be made by the Employer over the course of the job to spread the unscheduled overtime evenly amongst the crew; however, individual qualifications may dictate otherwise.

#### **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. Where this is impractical, a \$20.00 meal reimbursement, plus one-half hour of straight time wages will be paid for all employees required to work the overtime, including those receiving any form of subsistence. If a meal break is not taken after ten hours, there shall be a 10 minute coffee break. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

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

When foremen are required to arrive at work up to one-half (1/2) hour prior to the normal starting time of the shift to organize work and/or obtain permits, they shall not be entitled to a meal or meal break unless they work more than two (2) hours beyond the end of their normal shift.

Notwithstanding the above, Foremen and General Foremen, required to work hours additional to that of the crew they are supervising, shall be entitled to rest (coffee) and meal breaks consistent with those breaks established for their crew.

## **ARTICLE 17 - VACATION AND RECOGNIZED HOLIDAYS**

#### **17:01**

- (a) Every employee covered by this Agreement, shall receive fourteen (14) recognized holidays with pay, which shall be calculated at six percent (6%) of his gross earnings and shall be paid to the employee on the regular weekly pay cheque.
- (b) Every employee covered by this Agreement shall receive a Vacation Allowance which shall be calculated at six percent (6%) of his gross earnings and shall be paid to the Employee on the regular weekly pay cheque.
- (c) Vacation and Recognized Holiday pay shall be combined and shall be accrued at the rate of twelve percent (12%) of gross earnings.

**17:02**

The Recognized Holidays are:

New Year's Day, Third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a Public Holiday by the Federal and/or Provincial Government. (NOTE: See calendars at back of this agreement for dates).

**17:03**

Overtime rates shall be paid for hours worked on Holidays recognized in this Agreement. This shall include, waiting, reporting and standby time. No work shall be performed on Labour Day, except in cases of emergencies, shutdowns or special circumstances.

**17:04**

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the following Monday, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed.

**ARTICLE 18 - 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, he shall be entitled to four (4) hours pay, plus subsistence if applicable, for the first regular working day he is kept waiting. Thereafter the waiting time shall be increased to a full day's pay (i.e. to a maximum of 8 hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job.

**18:02**

- (a) When an employee reports to work and commences work and is sent home by the employer, the employee shall be paid four (4) hours pay at the applicable rate if sent home prior to the first meal period. If the employee is sent home

after the first meal period, the employee shall be paid the full shift as scheduled. Should the employee leave the place of work on his own accord the employee shall be paid for the actual time worked.

(b) **STANDBY-TIME**

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

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

**18:03**

(a) **SHOW-UP TIME**

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

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

- (c) Where 18:03 (a) or (b) occurs on any two consecutive days, then the employee will, at his option, be entitled to a layoff.

**18:04**

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

**18:05**

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

**18:06**

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

**18:07 WORKERS' COMPENSATION CASES:**

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

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

**18:08**

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

**ARTICLE 19 - TRAVELLING EXPENSES**

The road kilometer travel rate is fifty cents (\$0.50) on ratification and shall be adjusted on February 28 each calendar year to match the published Canada Customs and Revenue Agency vehicle allowance limit. This rate shall be referred to as the Transportation Rate and shall apply in Articles 19:00 and 20:00.

**19:01**

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

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

**19:01**

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

On those projects that are outside the free zone, subject to Article 19:01 (b) (ii), the Employer shall have the choice of paying daily travel allowance or subsistence. Where the Employer elects daily travel allowance, the employee shall receive applicable Transportation Rate per road kilometer to and from the project to the edge of the free zone, for each day worked or reported for work. Where the Employer provides transportation, the daily travel allowance will be paid one way.

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

When the camp is open, the employee shall stay in the camp.

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

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

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

**19:01 Initial/Terminal Travel**

(c) (i) The Employer shall pay an initial and terminal travel allowance of the Transportation Rate per kilometer by the most direct route from the City Hall of Burnaby to any Employee who is directed or dispatched to an out-of-town project. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to items (ii), (iii), (iv), (v) and (vi) for further clarification and exceptions.

(ii) Notwithstanding item (c)(i), the Employer shall reimburse an Employee for any/all ferry fares and toll fares [based on a driver plus vehicle (less than 20 feet in length and 7 feet in height)] which are incurred in the course of initial and terminal travel, subject to providing the Employer with receipts upon request.

(iii) Notwithstanding item (c)(i), when an Employer or Employee requests that the Employee use air travel to travel to the project, the following terms and conditions shall prevail. Where an Employee has been directed to use air travel to travel to the project, that Employee may elect to drive under (c)(i) where the Employee can meet the start time requirement.

(1) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project (unless there is Employer/Owner supplied transportation) from the airport located nearest thereto.

- (2) The Employer may pre-arrange the air travel to/from the Employee's point of dispatch. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier or charter service. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly standby.
- (3) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- (iv) Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance/lump sum amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- (v) Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.
- (vi) The Employee shall receive initial and final travel expenses within two working days of his reporting to the job. These expenses shall be treated as an advance on wages and shall be deducted from the last pay cheque, where Article 19:02 applies.

**19:01**

- (d) On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee:
  - (i) Where the Employer supplied accommodation is within the 40 road kilometer free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Employer supplied accommodation.
  - (ii) Where the Employer supplied accommodation is beyond the 40 road kilometer free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the Transportation Rate from the edge of the 40 road kilometer free zone around the jobsite, paid both ways.

Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the employee is delayed in arriving at the jobsite, his hours of work and pay shall nonetheless be

considered to start at the normal time. If the employee is delayed in departing from the jobsite or arriving to his normal pickup point due to mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the actual time of such delay shall be added to the employee's earnings calculated at the straight time rate.

- (e)(i) A local resident is defined as a Union member who resides within eighty (80) road kilometers from the project at the time of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.
- (ii) Local residents, as defined in Article 19.01 (e) (i), shall not be entitled to initial or terminal transportation as set out in Article 19:01 (c) nor shall he be entitled to a Turnaround as set out in Article 19:03. Local residents shall receive a Daily Travel Allowance.
- (iii) Local residents living beyond a 40 road kilometer free zone around the jobsite of the project shall receive the Transportation Rate per road kilometer from the edge of the 40 road kilometer free zone around the jobsite to his place of residence as a daily travel allowance for each day worked or reported for work. Daily travel will be paid both ways. Where weather or road conditions do not allow the Employee to travel to his residence, the Employer shall provide Subsistence in lieu of daily travel.

**19:02**

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

**19:03 Turnaround**

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

When a turnaround is requested, the Employee shall receive the following allowance based on the distance from the dispatch point to the job site.

0 kilometers to 249 kilometers:	\$ 0.00
250 kilometers to 500 kilometers:	\$100.00
501 kilometers to 750 kilometers:	\$200.00
751 kilometers to 1,000 kilometers:	\$250.00
Over 1,000 kilometers:	\$325.00

The extent of the turnaround shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the employer's representative. The timing of the turnaround shall also be decided by

mutual agreement. Any delay will be applied to the following turnaround period. Subsistence shall not be paid during turnaround periods.

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

## **ARTICLE 20 - SUBSISTENCE**

### **20:01**

When employees can be accommodated in Camp accommodation supplied by the Employer, no employee shall be entitled to any other form of subsistence. General Foremen are excluded from this provision.

Camp shall mean camp accommodation as defined in the British Columbia-Yukon Territory Building and Construction Trades Council Camp Rules and Regulations as established September 1, 1987 and any revisions thereto.

Local residents, as defined in Article 19:01 (e) (i), shall not be entitled to subsistence allowance. On camp jobs, local residents shall be entitled to one (1) meal daily.

### **20:02**

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

- a. Living Out Allowance (LOA) on the basis of \$90 per day, or
- b. Employer supplied room plus \$50.00 per day meal allowance.

These options to be on a calendar day basis.

At any time, an employee may elect, by informing the Employer, not to accept the Commercial Lodging supplied by the Employer and, in that case, the employee shall be paid by the Employer a Living Out Allowance (LOA). An employee who elects to go on LOA will be allowed to check into Employer supplied lodging, providing a room is available. In either case, this choice can be made only once.

Commercial lodging shall mean a hotel room, or its equivalent, and food of first class quality, which must be at least equivalent to that available in camps, on the agreement that first class accommodation is understood to mean a single room when available.

It is agreed by the parties, that the ninety dollars (\$90) LOA will increase by five dollars (\$5.00) effective May 1, 2007, by five dollars (\$5.00) effective May 1, 2008, and by five dollars (\$5.00) effective May 1, 2009. No other costs will be borne by the Employer for Employees choosing this option. The parties further agree that the meal allowance on option (b) will increase to fifty-two dollars and fifty cents (\$52.50) per day effective May 1, 2007; and effective May 1, 2009 to fifty-five dollars (\$55.00) per day.

### **20:03**

The employee shall receive subsistence allowance for the first week of the project within that first week with no hold back, and every week thereafter.

**20:04 CHECK-OUT ALLOWANCE:**

- (a) Any employee who is living in camp accommodations provided by the Employer may elect to receive a sum of twelve dollars (\$12.00) per day or any such amount as may be established on a project by mutual agreement in lieu of meals which will not be consumed on weekends or Recognized Holiday(s). If meal tickets are provided to employees, the employee must turn in his meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).
- (b) Any employee who is living in Commercial Lodging accommodations provided by the Employer may elect to receive a sum of fifteen dollars (\$15.00) per day or any such amount as may be established on a project by mutual agreement in lieu of meals which will not be consumed on weekends or Recognized Holiday(s). If meal tickets are provided to employees, the employee must turn in his meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).
- (c) The employee must work the shift prior to the weekend or Recognized Holiday(s) and the shift after the weekend or Recognized Holiday(s) unless mutually agreed between the employees and the Employer's Representative.

**20:05**

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

- (a) The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.
- (b) Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.
- (c) Where an employee forfeits subsistence under Article 20:05 herein and is on free room and board, he shall reimburse the employer an amount equal to the prevailing subsistence allowance for each day of forfeiture.

## **ARTICLE 21 - PAY DAY**

### **21:01**

Employees shall be paid weekly, during normal working hours, not later than Friday. In no case shall more than five (5) regular working days be held back in any one payroll period.

### **21:02**

Employees who are laid off or discharged from the service of the Employer, shall receive their Wages and Record of Employment on termination if the payroll is made up on the project, otherwise:

- (i) The employee shall receive an Employer termination slip which shall show either his net pay and deductions, or the basic factors from which his pay will be calculated including: total pay hours, travel expenses, subsistence, etc.
- (ii) and the Employer shall mail the employee's wages and Record of Employment within three (3) days, exclusive of Saturday, Sunday and Recognized Holidays.
- (iii) Should the employee fail to provide in writing to the Employer a residence mailing address, the employee's wages, etc. shall be mailed to the Union office as prescribed in this Article.

Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each day he is kept waiting up to a maximum of forty (40) hours.

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

### **21:03**

When an employee quits of his own volition, he shall receive his Wages and Record of Employment on the regular day applicable for the period worked.

## **ARTICLE 22 - WAGES**

### **22:01**

The Wages for all classifications covered by this Agreement are set out in Appendix "A" attached hereto.

## **ARTICLE 23 - PROVINCIAL AND FEDERAL LAWS**

### **23:01**

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

**23:02**

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

**ARTICLE 24 - APPRENTICESHIP AND APPRENTICESHIP FUND**

**24:01**

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

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager of the Local Lodge.

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

**24:02**

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

**24:03**

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

**24:04**

When the Employer reduces the workforce on any project, Apprentices are not to be solely used to perform functions of the Journeyman in lieu of a Journeyman.

**ARTICLE 25 - SUB-CONTRACTING**

**25:01**

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

## **ARTICLE 26 - ENABLING CLAUSE**

### **26:01**

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

## **ARTICLE 27 - DURATION AND RENEWAL OF AGREEMENT**

### **27:01**

This Agreement shall become effective the first Sunday after ratification (i.e. May 26<sup>th</sup>, 2006 or earlier) and shall remain in full force and effect until April 30, 2010 and year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.

### **27:02**

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

### **27:03**

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

### **27:04**

If a revised Collective Agreement has not been concluded prior to the expiration date of this Agreement, it may be extended beyond that date to whatever extent may be mutually agreed, or as provided by applicable laws, statutes or regulations.

### **27:05**

The operation of Sections 50 (2) and (3) of the Labour Relations Code are hereby excluded.

Dated at Vancouver this 14th day of May, 2006.

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

**SIGNATURES ON FILE**

Carls Ellsworth  
Business Manager  
Secretary – Treasurer

SIGNED ON BEHALF OF:  
THE BOILERMAKER  
CONTRACTORS' ASSOCIATION  
OF BRITISH COLUMBIA

**SIGNATURES ON FILE**

J.W. Schel  
President

**SIGNATURES ON FILE**

P.D. Hucal  
Chairman Board of Directors

AND

SIGNED ON BEHALF OF:  
INDEPENDENT BOILERMAKER CONTRACTOR(S)  
SIGNATORY HERETO

---

---

---

---

---

## **CLARIFICATION OF CRAFT JURISDICTION**

### **ARTICLE 2 - SECTION 2:02**

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

The Boilermakers' jurisdiction of construction and erection and assembling will also include the dismantling and demolition of that equipment.

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

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

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

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

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

The erection and repair of blast furnaces including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, oftakes, uptakes, downcomers and attached wearing plates, bleeder pipe, valves and stack, bosh band, dust catcher, hot blast stoves, hot blast valves and castings, gas washer, gas mains, gas precipitators, cold blast main and mixer lines, stove stacks, dust legs, hot ladle cars, supports for main top furnace platform which weld or rivet to shell, stock line brackets and abrasion or wearing plates, tuyere stocks.

The Boilermakers shall also erect catwalks, platforms, stairways, and ladders erected on storage tanks for liquid, gas, processing tanks, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

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

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by any mode or method shall be performed by the Boilermakers.

Auto claves, denver cells, launderer cells, floatation cells, launderers, electrode cells, digesters, chip bins, pellet bins, pellet load out bins, concentrate bins, bentonite bins, cement bins, incinerators, and all other similar type bins. Digesters, brownstock washers, cookers, save all pans, emco filters, multiclones, cyclones, chutes. All erection, assembling, dismantling, demolition, repairs, alterations, loading, unloading, handling, rigging, sorting, welding, burning, riveting, bolting, staging, scaffolding, drilling, marking, layout, cleaning, preparing, lining of tanks and vessels, plastic and/or rubber vessels, plastic bins, breeching and duct work, all in connection with any of the above shall be the work of the Boilermakers. Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fueling machines, blowout panels, steam generators, all component parts of atomic reactors, cookers, dump tanks and the thermal biological shield plate or tubes, airlocks, pressure relief ducts, all protective radiation liners, end shield rings, hot and cold headers, feeder tubes and all other work and equipment historically performed by Boilermakers.

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer. K.O. drums, stabilizers, steam drums (all), platform charge heater, feed drums, fractionators, lt. dist. stripper, fract. OWHI receiver, (H<sub>2</sub>S) absorbers, additives drum, hydrocyclones, atmospheric columns, strippers (gas & oil), desalters, flash-drums, debutanizers, deisohexanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, 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, evaporator, demisters, drums, furnaces, headboxes, crushers, centrifuges feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixers, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionator, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyrdigester shells, steaming

vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers.

In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI, Pages 40, 41, 42, 43, 44, 45, 46 and 47. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers.

## APPENDIX "A"

### WAGE AND BENEFIT SCHEDULE (\$) BOILERMAKERS

<u>EFFECTIVE DATE</u>	<u>May 14/06</u>	<u>July 2/06</u>	<u>April 29/07</u>	<u>April 27/08</u>	<u>May 3/09</u>
GENERAL FOREMAN	J + 15%	J + 15%	J + 15%	J + 15%	J + 15%
FOREMAN	J + 10%	J + 10%	J + 10%	J + 10%	J + 10%
JOURNEYMAN RATE (J)	\$31.71	\$31.71	*	**	***
APPRENTICES:					
6TH 1000 HRS	90% of J	90% of J	90% of J	90% of J	90% of J
5TH 1000 HRS	83% of J	83% of J	83% of J	83% of J	83% of J
4TH 1000 HRS	78% of J	78% of J	78% of J	78% of J	78% of J
3RD 1000 HRS	73% of J	73% of J	73% of J	73% of J	73% of J
2ND 1000 HRS	68% of J	68% of J	68% of J	68% of J	68% of J
1ST 1000 HRS	63% of J	63% of J	63% of J	63% of J	63% of J
PRE APPRENTICE	55% of J	55% of J	55% of J	55% of J	55% of J
VACATION PAY	6%	6%	6%	6%	6%
STAT. HOLIDAY PAY	6%	6%	6%	6%	6%
HEALTH & WELFARE	3.49	3.49	ALLOCATION TO BE DETERMINED		
PENSION	4.75	4.75	ALLOCATION TO BE DETERMINED		
APPRENTICESHIP AND TRADE ADVANCEMENT	0.39	0.39	0.39	0.39	0.39
PROMOTION FUND	0.13	0.13	0.13	0.13	0.13
B.C. JURISDICTION PLAN	0.01	0.01	0.01	0.01	0.01
REHAB. FUND	0.02	0.02	0.02	0.02	0.02
NATIONAL TRAINING	0.14	0.17	0.17	0.17	0.17
MANAGEMENT ADMIN.	0.15	0.12	0.12	0.12	0.12
HOURS OF WORK	8	8	8	8	8
SHIFT PREMIUM: 2nd Shift	6.00	6.00	6.00	6.00	6.00
3rd Shift	6.00	6.00	6.00	6.00	6.00
OVERTIME	See Article 16:01				
SUBSISTENCE (LOA)	\$90.00/day	\$90.00/day	\$95.00/day (May 1/07)	\$100.00/day (May 1/08)	\$105.00/day (May 1/09)
SUBSISTENCE Room + Meal Allowance of:	\$50.00/day	\$50.00/day	\$52.50/day (May 1/07)	\$55.00/day (May 1/09)	

\* April 29, 2007 - \$1.78 per hour increase to Journeyman pay rate to be allocated by the Union.

\*\* April 27, 2008 - \$1.34 per hour increase to Journeyman pay rate to be allocated by the Union.

\*\*\* May 3, 2009 - \$0.89 per hour increase to Journeyman pay rate to be allocated by the Union.

**APPENDIX "A"****Boilermaker Contractors' Association of BC & Boilermaker Local 359****WAGE AND BENEFIT SCHEDULE (\$) BOILERMAKERS****Revised March 31, 2009 - Effective May 3, 2009**

<u>EFFECTIVE DATE</u>	<u>May 14/06</u>	<u>July 2/06</u>	<u>April 29/07</u>	<u>April 27/08</u>	<u>May 3/09</u>
GENERAL FOREMAN	J + 15%	J + 15%	J + 15%	J + 15%	J + 15%
FOREMAN	J + 10%	J + 10%	J + 10%	J + 10%	J + 10%
JOURNEYMAN RATE (J)	\$31.71	\$31.71	\$33.49	\$34.83	\$34.83
APPRENTICES:					
6TH 1000 HRS	90% of J	90% of J	90% of J	90% of J	90% of J
5TH 1000 HRS	83% of J	83% of J	83% of J	83% of J	83% of J
4TH 1000 HRS	78% of J	78% of J	78% of J	78% of J	78% of J
3RD 1000 HRS	73% of J	73% of J	73% of J	73% of J	73% of J
2ND 1000 HRS	68% of J	68% of J	68% of J	68% of J	68% of J
1ST 1000 HRS	63% of J	63% of J	63% of J	63% of J	63% of J
PRE APPRENTICE	55% of J	55% of J	55% of J	55% of J	55% of J
VACATION PAY	6%	6%	6%	6%	6%
STAT. HOLIDAY PAY	6%	6%	6%	6%	6%
HEALTH & WELFARE	3.49	3.49	3.49	3.49	3.49
PENSION	4.75	4.75	4.75	4.75	5.75
APPRENTICESHIP AND TRADE ADVANCEMENT	0.39	0.39	0.39	0.39	0.39
PROMOTION FUND	0.13	0.13	0.13	0.13	0.13
B.C. JURISDICTION PLAN	0.01	0.01	0.01	0.01	0.01
REHAB. FUND	0.02	0.02	0.02	0.02	0.02
NATIONAL TRAINING	0.14	0.17	0.17	0.17	0.17
MANAGEMENT ADMIN.	0.15	0.12	0.12	0.12	0.12
HOURS OF WORK	8	8	8	8	8
SHIFT PREMIUM: 2nd Shift	6.00	6.00	6.00	6.00	6.00
3rd Shift	6.00	6.00	6.00	6.00	6.00
OVERTIME			See Article 16:01		
SUBSISTENCE (LOA)	\$90.00/day	\$90.00/day	\$95.00/day (May 1/07)	\$100.00/day (May 1/08)	\$105.00/day (May 1/09)
SUBSISTENCE Room + Meal Allowance of:	\$50.00/day	\$50.00/day	\$52.50/day (May 1/07)		\$55.00/day (May 1/09)



**APPENDIX "B"**  
**MAP OF BOUNDARY OF THE FREE ZONE**

## APPENDIX "C"

### SHIFT EXAMPLES

#### EXAMPLE 1: Two Shifts of 8 Hours each: (Monday-Friday) Non Holiday

##### Day Shift - (1st Shift)

Assume commence at 8:00 a.m.

8:00 a.m. - 12:00 Noon	4 Hours
Noon - 12:30 p.m.	Lunch
12:30 p.m. - 4:30 p.m.	<u>4 Hours</u>

Total Worked	=	8 Hours
Pay	=	8 Hours Regular Rate

##### Afternoon Shift - (2nd Shift)

4:30 p.m. - 8:30 p.m.	4 Hours
8:30 p.m. - 9:00 p.m.	Lunch
9:00 p.m. - 1:00 a.m.	<u>4 Hours</u>

Total Worked	=	8 Hours
Pay	=	8 Hours Regular Rate plus 8 Hours of 2 <sup>nd</sup> Shift Premium (\$6.00)

---

#### Two Shifts of 8 hours each: Saturday Day Shift (1st shift) & Afternoon Shift (2nd Shift)

Assume hours as above

Total Worked	=	8 Hours
Pay	=	8 Hours at 2.0 times Regular Rate

#### Two Shifts of 8 Hours each: Sunday and Recognized Holidays Day Shift (1st Shift) & Afternoon Shift (2nd Shift)

Assume hours as above

Total Worked	=	8 Hours
Pay	=	8 Hours at 2.0 times Regular Rate

## SHIFT EXAMPLES

### EXAMPLE 2: Three Shift Operation: (Monday-Friday) Non Holiday

#### Day Shift - (1st Shift)

Assume commence at 8:00 a.m.

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

Total Worked	=	7.5 Hours
Pay	=	7.5 Hours Regular Rate

#### Afternoon Shift - (2nd Shift)

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	<u>3.5 Hours</u>

Total Worked	=	7.5 Hours
Pay	=	7.5 Hours Regular Rate plus 7.5 Hours of 2 <sup>nd</sup> Shift Premium (\$6.00)

#### Night Shift - (3rd Shift)

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.	<u>3.5 Hours</u>

Total Worked	=	7.5 Hours
Pay	=	7.5 Hours Regular Rate plus 7.5 Hours of 3 <sup>rd</sup> Shift Premium (\$6.00)

---

### Three Shift Operation: Saturday All Shifts

Assume Hours as above

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

---

### Three Shift Operation: Sunday and Recognized Holidays All Shifts

Assume Hours as above

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

## SHIFT EXAMPLES

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

#### Day Shift - (1st Shift)

Assume commence at 8:00 a.m.

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.	<u>4.5 Hours</u>

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

#### Afternoon Shift - (2nd Shift)

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.	<u>4.5 Hours</u>

Total Worked	=	9.0 Hours
Pay	=	8 Hours Regular Rate plus 1 Hour at 1 1/2 times Regular Rate plus 9 Hours of 2 <sup>nd</sup> Shift Premium (\$6.00)

---

### Two Shifts of 9 Hours each: Saturday Day Shift (1st Shift) and Afternoon Shift (2nd 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 Day Shift (1st Shift) and Afternoon Shift (2nd Shift)

Assume Hours as above

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

## SHIFT EXAMPLES

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

### Day Shift - (1st Shift)

Assume commence at 8:00 a.m.

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.	<u>5 Hours</u>

Total Worked	=	10 Hours
Pay	=	8 Hours Regular Rate plus 2 Hours at 1 1/2 times Regular Rate

### Night Shift - (2nd Shift)

6:30 p.m. - 11:30 p.m.	5 Hours
11:30 p.m. - Midnight	Lunch
Midnight - 5:00 a.m.	<u>5 Hours</u>

Total Worked	=	10 Hours
Pay	=	8 Hours Regular Rate plus 2 Hours at 1 1/2 times Regular Rate plus 10 Hours of 2 <sup>nd</sup> Shift Premium (\$6.00)

---

### Two Shifts of 10 Hours each: Saturday, Sunday & Recognized Holiday Day Shift (1st Shift) & Night Shift (2nd)

Assume Hours as above

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

## SHIFT EXAMPLES

### EXAMPLE 5: Two Shifts of 11 Hours each: (Monday-Friday) Non Holiday

#### Day Shift - (1st Shift)

Assume commence at 8:00 a.m.

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
6:30 p.m. - 7:00 p.m.	O.T. Meal (0.5 Hr.)
7:00 p.m. - 8:00 p.m.	<u>1 Hour</u>

Total Worked	=	11 Hours
Pay	=	8.5 Hours Regular Rate plus 2 Hours at 1 1/2 times Regular Rate plus 1 Hour at 2 times Regular Rate

#### Night Shift - (2nd Shift)

8:00 p.m. - 1:00 a.m.	5 Hours
1:00 a.m. - 1:30 a.m.	Lunch
1:30 a.m. - 6:30 a.m.	5 Hours
6:30 a.m. - 7:00 a.m.	O.T. Meal (0.5 Hr.)
7:00 a.m. - 8:00 a.m.	<u>1 Hour</u>

Total Worked	=	11 Hours
Pay	=	8.5 Hours Regular Rate plus 2 Hours at 1 1/2 times Regular Rate plus 1 Hour at 2 times Regular Rate  plus 11 Hours of 2 <sup>nd</sup> Shift Premium (\$6.00)

---

### Two Shifts of 11 hours each Saturday, Sunday and Recognized Holidays Day Shift (1st Shift) & Night Shift (2nd Shift)

Assume Hours as above

Total Worked	=	11 Hours
Pay	=	11 Hours at 2.0 times Regular Rate plus 0.5 Hours at Regular Rate

## **APPENDIX "D"**

### **Letters of Clarification**

Insert letters of clarification  
Ferry Fare re: Vancouver Island  
Mileage

**CONSTRUCTION  
CAMP RULES  
AND  
REGULATIONS**

**Covering**

**BRITISH COLUMBIA  
and the  
YUKON TERRITORY**

**SEPTEMBER 1, 1987 - AUGUST 31, 1997**

## **AGREEMENT**

THIS AGREEMENT dated the 1st day of September, 1987 and referred to as the Construction Camp Rules and Regulations.

BY AND BETWEEN:

British Columbia and Yukon Territory  
Building and Construction Trades Council

AND:

Construction Labour Relations Association of British  
Columbia.

### **ARTICLE I - CAMP SITE**

Every camp shall be located at a distance far enough away from the construction job site to ensure that the best possible drainage can be provided to guard against year-round climatic and tide conditions. A major determining factor in the location of the camp shall be the consideration of prevailing winds to carry obnoxious odours and objectionable noises away from the camp site.

### **Article II - INSPECTION AND APPROVAL**

**Section 1.** Prior to the construction of a camp to be occupied by Building Tradesmen, the responsible authority will first submit plans, and proposed site location, in duplicate, to the Council for approval and such approval or rejection shall be given within fifteen days of application, and shall be binding provided the approval standards are met. One copy of the approved plans, duly initialled by both parties shall be retained by the Secretary of the Council.

**Section 2.** When the Council has satisfied itself that the camp has met all the specifications as herein provided, a certificate of approval shall be issued for that camp for that particular project only. The certificate shall carry the date of issue and shall be valid for the duration of the project provided that camp standards are maintained. The certificate shall indicate the maximum number of occupants that can be accommodated and shall be signed by the Chairman of the B.C. & Yukon Territory Building and Construction Trades Council Camp Committee and it shall also bear the names of the Inspection Committee. The foregoing shall apply to any and all conditions.

**Section 3.** In the case of an existing or permanent type camp, which is erected or is being erected primarily for the operational staff, the Council shall exercise discretion bearing in mind the length of project and other relevant matters before issuing a certificate of approval.

**Section 4.** Approval of the camps will be based on the provisions contained herein, and subsequent amendments to this Agreement.

### **Article III - TEMPORARY QUARTERS**

If it is necessary to provide temporary quarters for men who are erecting the camp, such quarters will be subject to approval by the Council, on the basis of reasonable standards, taking the circumstances into consideration.

#### **Article IV - PORTABLE CAMPS**

**Section 1.** In the matter of portable camps, only those camps that are pre-built, conveyed to the site and set up by members of "Unions" affiliated to the B.C. & Yukon Territory Building and Construction Trades Council or other recognized Building Trades Councils will be approved.

**Section 2.** All used equipment shall comply with the provisions of this agreement and amendments thereto. Servicing of all equipment shall be done by members of unions affiliated to the B.C. & Yukon Territory Building and Construction Trades Council.

The Union label must be clearly and prominently affixed to all portable camp units.

#### **Section 3. Air Conditioning:**

- (a) Where the mean daily maximum temperatures of an area are over 75 F for 30 days or longer, as outlined in Table #2, climatic normals, B.C. Dept. of Agriculture, then air conditioning will be provided in the sleeping rooms.
- (b) Subject to Sub-Section (c) of this Section, air conditioning will be provided in the diner complexes and recreation rooms. Additional coolant or air movement shall be provided in the kitchen area, i.e. Make up air, air flow or wall or window mounted units.
- (c) It is understood by both parties that in some situations, one or more of the above conditions may not be required. A request for special dispensation must be sent to the B.C. & Yukon Territory Building and Construction Trades Council prior to the installation of such a camp, and such request shall not be unreasonably denied.

#### **Article V - EFFECTIVE DATE**

The implementation of changes for newly constructed units shall be three months after date of signing this agreement.

Modification of existing camps shall be made upon completion of present projects, except that projects completed any time in 1979 shall have all changes completed by March 1, 1980.

All safety features shall be implemented within two months from date of signing.

#### **Article VI - LIVING ACCOMMODATION**

**Section I.** Room Construction: Each occupant shall be provided with a single room of not less than eighty (80) square feet of floor space. One interior partition wall shall be of 3/8" vinyl covered gyproc, all other walls and ceilings shall be covered with a suitable material, or if wood to be properly finished.

The floor shall be covered with a suitable material such as tile or lino. The room shall be properly insulated to guard against year-round climatic conditions and sound. All interior walls shall be insulated for sound proofing. Closets and storage shelving shall be constructed in such a manner to ensure the best possible additional sound proofing between the rooms. Each room shall be fully enclosed with a solid core door and a mortise-type dead lock Weiser #A50IDLB or equivalent, and the occupant shall be supplied with a key. There shall be a window in each room fitted with a storm window and screen, and equipped with window blinds or lined drapes.

### **Room Heating:**

Heating for the complex shall be a dual heat system using forced air flow set at 68 F and thermostatically controlled electric baseboard heaters.

The individual heat control system to include in-floor ducting, approved tight sealing registers and deflectors, and thermostats located 5'0" above the floor level on the opposite wall to the baseboard heater.

**Section 2.** The following furnishings and fixtures shall be supplied to each room:

- (a) A clothes closet with minimum dimensions of 16" deep outside dimension, 7' in length and floor to ceiling, complete with hat shelf, clothes hanger rods and shelving, and two sliding doors on track. Closet doors to be fitted with hasp and staple, the wall or the backing for the closet shall be finished with a sound deadening material, i.e., donacona with pre-finished plywood or vinyl covered gyproc. (For details see Specification with B.C. and Yukon Territory Building and Construction Trades Council or Construction Labour Relations Association of B.C.)
- (b) A single commercial type bed of box spring and mattress construction. The bed shall not be less than 6'6" x 3'0" and shall be of good quality. Each mattress to have an attached certified camp standard label.
- (c) A table equipped with a drawer.
- (d) A radio shelf.
- (e) A waste basket and an ash tray.
- (f) A padded chair, Global #902 or equivalent, to be covered with a fabric.
- (g) At least three (3) coat hooks on interior walls.
- (h) A mirror-type cabinet complete with screened integral light fixture.
- (i) A towel rack, soap dish and glass holder.

- (j) Electrical outlets and fixtures, i.e. a ceiling light with wall switch, a bed light with outlet and one duplex receptacle.
- (k) A television jack serviced from a main antenna.

**Section 3.** Each occupant shall be supplied with fresh, clean bed clothing, to include mattress-cover, two sheets, two pillows, 12" x 24", on request, two pillow cases two blankets and a bed cover. The sheets and pillow cases to be changed weekly, the bed cover and mattress-cover to be changed monthly. The blankets to be changed every three months.

**Section 4.** Corridors to be completely enclosed and heated. The floor shall be covered with adequate material to deaden objectionable noises, e.g. rubber or carpet.

Exterior doors shall be weather-proofed and fitted with automatic door closures.

**Section 5.** A heated dry room for the purpose of daily drying of outer clothing shall be made available in the living accommodations, of sufficient size to accommodate the number of occupants housed in such accommodation, on the scale of four square feet per man. The same to be equipped with racks and clothes hanger. The dry room door to be fitted with an automatic door closer. An extraction fan with minimum 700 C.F.M., vented to the outside, to be installed.

## **Article VII**

### **Section 1.**

- (a) Flush toilets shall be furnished at the following ratio:

- 1 toilet for 1 to 5 men
- 2 toilets for 6 to 10 men
- 3 toilets for 11 to 15 men
- 4 toilets for 16 to 30 men
- 5 toilets for 31 to 45 men
- 6 toilets for 46 to 60 men
- 7 toilets for 61 to 75 men
- 8 toilets for 76 to 90 men
- with the addition of one (1) toilet for each fifteen (15) men thereafter.

- (b) Urinals shall be furnished at the ratio of one (1) per twenty-five (25) men.
- (c) A wash basin of the stainless steel or porcelain type at the ratio of one (1) per five (5) men and one mirror to each basin. Soap dispensers, paper towels and paper cups Dixie #100 or equivalent shall be installed and supplied.

### **Section 2.**

- (a) Individual scald proof showers shall be furnished at the ratio of one (1) to ten (10) men.

- (b) On coal mine projects the ratio shall be one (1) shower to five (5) men. (Alternative facilities may be established by the Review Committee prior to the construction of the camp.)
- (c) Each shower unit shall be equipped with a shower bench.
- (d) Each shower dressing area shall be equipped with a plastic duckboard.

## **Article VIII - LAUNDRY FACILITIES**

### **Section I.**

- (a) Unless otherwise agreed at a camp approval conference on the basis of the provision of central camp laundry facilities each living accommodation unit housing up to twenty-five (25) men will be provided with one (1) heavy duty automatic washer, Maytag 106 or equivalent, and one (1) heavy duty automatic dryer, Maytag #DG106 or equivalent. Each living accommodation unit shall be provided with one (1) extra dryer. (It is understood that on smaller sized units the extra dryer may be placed elsewhere).
- (b) Replacement parts shall be held in readiness on the project and in the event of a breakdown, repairs shall be performed as expeditiously as possible.

**Section 2.** The laundry facilities in each living accommodation unit shall contain a dual washtub with an adequate supply of hot and cold running water.

## **Article IX - RECREATION FACILITIES**

**Section 1.** On the basis of duration of the camp and proximity of local commercial facilities as determined at a pre-job conference, recreation space shall be provided on the basis of six (6) square feet per man and a minimum total of 520 square feet. On camps occupied by fifty (50) men or less the minimum shall be 320 square feet. Consideration of space, in addition to the use of the dining hall for lectures, films and meetings shall include a divided card room and partitioned T.V. room. Equipment to include: upholstered chairs, Global #902 or equivalent, pool tables, shuffleboards, dart boards, darts, games, etc. Hot tea, coffee, and chocolate shall be supplied daily.

**Section 2.** The recreation space shall be in an insulated building; shall contain washroom facilities, soap dispensers, paper towel dispensers and paper cup dispensers, Dixie #100 or equivalent. The recreation space shall be adequately heated.

**Section 3.** Where T.V. reception is inadequate, current movies or video tapes (which includes movies) available for public distribution shall be provided for the entertainment of Camp Residents. Video programs shall be changed at least once a week, movies at least twice per week.

## **Article X - MAINTENANCE**

**Section 1.** Rooms to be maintained daily by members of the catering staff, such maintenance to include making of beds, emptying ash trays and waste baskets and sweeping the floors, etc.

The corridors to be maintained daily by the members of the catering staff. Camp and Contractors administration offices to be cleaned by members of the Culinary Union, such maintenance to include cleaning ash trays, waste baskets, dusting, sweeping, vacuuming or washing floors, etc.

Weekly maintenance shall include washing the mirrors, windows (inside) and floors, etc.

Bed covers to be changed monthly, mattress-covers to be changed monthly. Blankets to be cleaned and changed every three months.

**Section 2.** The laundry and dryroom, ablution unit and recreation facilities shall be maintained in a clean condition daily by members of the catering staff.

**Section 3.** Each housing unit shall provide Camp Attendant portable storage at least 6' x 4' with shelves of 2'0" width.

## **Article XI - CAMP COMMISSARY**

### **Section 1.**

- (a) A camp commissary shall be provided and shall be stocked with tobacco supplies, soft drinks, magazines and newspapers, soap and toilet articles, working clothing, i.e. gloves, socks, etc. bearing the union label, this stock to be sold at prevailing retail prices in the area.
- (b) Cigarettes, candy and beverage dispensers shall be installed in the recreation room. In the event the vending machines are repeatedly abused, they may be removed.
- (c) A commercial type, ice-making machine of adequate capacity shall be installed in the recreation room.
- (d) It is understood by both parties that in the case of short term projects, one or more of the above conditions may not be required. A request for special dispensation must be sent to the B.C. & Yukon Territory Building and Construction Trades Council prior to the installation of such a camp and such request shall not be unreasonably withheld.

## **Article XII - GENERAL PROVISIONS**

**Section 1. Fire Protection:** A fire system shall be provided for each building unit. Smoke detectors shall be installed in each sleeping room, ablution unit, dry room and hall ways. Heat detectors shall be installed in the furnace room and laundry room. Manual pull stations shall be installed adjacent to each exit door.

An audible alarm shall be sounded on not less than a 10" alarm bell located in the corridor.

A standby battery and charger unit shall be provided sufficient in size to automatically operate the fire alarm system on normal Hydro power failure for a period of twenty-four

(24) hours. On the resumption of Hydro power, the battery/charger unit shall automatically transfer the system back to its normal operating state.

Emergency lighting to be installed in all camp units, hall ways, and ablution units. All exit doors to be indicated with illuminated exit signs on the inside and white lights installed at the exterior doors. Chemical fire extinguishers to be provided on a ratio of one (1) extinguisher for every twenty (20) camp residents.

Fire Insurance:

Fire Insurance coverage on personal belongings up to a maximum amount of two thousand dollars (\$2,000.00) replacement cost per man with a fifty (\$50.00) deductible shall be secured prior to the approval of the camp.

Satisfactory proof of loss to be provided by the Claimant in compliance with insurance companies regulations.

## **Section 2. Walkways, Parking Lot and Parking Facilities:**

- (a) Subject to Section 2(f) of this Article, all camp units shall be skirted.
- (b) Walkways to be installed between all units. Where adverse weather conditions prevail, walkways will be covered.
- (c) Exterior deck, stairs and handrails to be installed at all entrances. Where adverse weather conditions prevail, a vestibule type entry shall be provided with an exterior weather-proofed door and automatic door closer.
- (d) Foot scrapers to be installed at all camp unit exterior doors.
- (e) Parking lot facilities shall be maintained on a regular basis. Where camp security officers are employed, their duties shall include surveillance of the parking lot. Where illumination is insufficient from the camp area, then lighting will be provided subject to Article XII Section 2 (f).
- (f) It is understood by both parties that in some situations, one or more of the conditions may not be required. A request for special dispensation must be sent to the B.C. & Yukon Territory Building and Construction Trades Council prior to the installation of such a camp, and such request shall not be unreasonably denied.

## **Article XIII**

### **CAMP GRIEVANCE PROCEDURE**

It is recognized that in the interest of all the Camp occupants, grievances should be dealt with as expeditiously as possible, irrespective of who is responsible for the operation of the Camp. The following grievance procedure has been developed for this purpose. However, this procedure does not preclude the right of any affiliated union to process a grievance under the Grievance Procedure of their respective Collective Agreements.

### **Section 1. Camp Chairman:**

- (a) Each trade shall elect or appoint a member to act on the Camp Committee. The Camp Committee members shall elect from their members, a member to act as Chairman. If possible, this position to be rotated every three months - to another trade.
- (b) The Camp Chairman shall arrange regular monthly meetings during non-working hours. All Committee members attending from each trade shall receive one hour's pay at straight time rates. The Chairman will ensure that the proceedings are recorded and copies of the minutes are mailed to the Secretary-Treasurer of the B.C. & Yukon Territory Building and Construction Trades Council Office, and to the Construction Labour Relations Association of British Columbia Office. It is understood that where extenuating circumstances require immediate attention to a problem, a meeting will be called immediately.
- (c) The Camp Chairman shall not have any jurisdiction over any matter not concerning the general comfort of the residents of the camp.
- (d) The Camp Chairman may be replaced by a majority vote of those Camp Committee members present at a regular meeting when it is evident that he has not acted in the best interests of the Camp residents.

### **Section 2. Camp Management:**

- (a) The person holding the responsibility for the management of the camp and the Catering facilities shall co-operate with the Committee by attending the Camp meetings. He will endeavour within his power, to answer all written grievances as they are presented.
- (b) The Camp Management shall be given an opportunity to present any grievances it may have concerning the camp residents, and it shall be entitled to answers, when possible, to its grievances as they are presented.

### **Section 3. Grievances:**

- (a) No resident of the Camp shall complain directly to any employee of the Catering Staff. If a resident finds he has a grievance he shall first present it in writing to his Camp Committee member.
- (b) The Camp Committee members will discuss all grievances with the Committee chairman who will record the same. The chairman will hold the grievances until the next regular meeting of the Camp Committee provided, however, such grievances are not of an urgent nature.
- (c) The Camp Chairman shall present the grievance to the Camp Committee members at the meeting to examine the validity of the grievances. Decisions shall be determined by a majority vote of those present.
- (d) When the Camp Chairman has listed all the valid grievances in their proper order, he shall present them to the Camp Management or its designated representative in seriatim: the disposition of each grievance shall be recorded.

- (e) When all the grievances have been dealt with, the Chairman will have the record of grievances and disposition read out in the presence of the Camp Management before the meeting is adjourned.
- (f) At the conclusion of the meeting, a copy of the proceedings shall be sent to the Secretary of the B.C. & Yukon Territory Building and Construction Trades Council by the Chairman.
- (g) A grievance of an urgent nature may be dealt with by the Camp Chairman and at least two (2) members of the Camp Committee by going directly to the Camp Management and arranging a meeting for the specific purpose of discussing the urgent grievance.

**Section 4. B.C. & Yukon Territory Building and Construction Trades Council Camp Committee:**

- (a) If a grievance is not resolved pursuant to Section 3 of this Article, the details shall be set forth in writing on the official Grievance Report by the Camp Committee Chairman and signed by all of the Camp Committee members attending the meeting. The report shall be dispatched to the Secretary or the B.C. & Yukon Territory Building and Construction Trades Council.
- (b) Upon receipt of a properly completed grievance report the Secretary shall arrange a meeting of the duly elected Camp Committee of the Council to deal with the grievance report.

**Article XIV - CATERING SPECIFICATIONS**

**Section 1. Quality of Food Purchased:**

**MEAT:** Must be "A" or "B" Standard, showing a Red or Blue Ribbon. Turkeys, chickens and other fowl must be "A" grade. All other meats must be of top grade choice quality.

**DAIRY PRODUCTS:** (Including Eggs): Must be Grade "AA".

**CANNED FRUIT AND VEGETABLES:** Must be choice or fancy quality.

**FRESH FRUITS AND VEGETABLES:** In Season, must be choice quality or top grade when available.

**Section 2. Menu Requirements:**

**BREAKFAST:**

**Specific:**

Methods of food preparation and serving must be used to ensure freshness of items on the cafeteria line.

3 varieties of chilled juices, hot porridge, assorted dry cereals, bacon, fried, boiled, scrambled and poached eggs, white and brown toast, hash brown or

home fried potatoes, tea, coffee and milk, hot cakes, ham and sausage twice weekly and one other of assorted meats on other days.

**Variables:**

One of stewed prunes, stewed rhubarb, 1/2 grapefruit or other fruits.

One of baked beans, french toast, waffles, and omelets (plain, western, cheese, spanish or ham).

**LUNCH:**

**Specific:**

Soup (Clam Chowder on Fridays), one first line meat, one second line meat, one third line meat, two choices of potatoes, two vegetables, cakes, cookies, pastry and one pie daily.

**Variables:**

One of mashed, baked, scalloped or french fried potatoes, one of Jello or pudding, canned fruit once per week, ice cream daily, one of lemonade, Koolaid or Freshie daily.

**DINNER:**

**Specific:**

Same as lunch except first, second, and third line meats must be changed.

**Variables:**

Same as lunch except canned fruit three times per week. Ice cream daily, Jello or pudding daily, a fresh fruit daily in season of cherries, peaches, pears, cantaloupe, watermelon, grapes, bananas, etc.

**COLD TABLE:**

**Specific:**

A cold table shall be provided daily for lunch and dinner meals. Minimum requirements: an assortment of salads, cole slaw, tossed, potato and two other salads, pickles (dill and sweet), pickled beets and eggs, fresh vegetables, tomato wedges, cucumber, green onions, celery, radishes and assorted garnishes. Pickled Meats: Herring, ham hocks, pigs feet. Cold Meats: Ham, roast beef, head cheese, assorted cold cuts. Salad dressing: (assorted), vinegar and oil.

**FIRST LINE MEATS:**

Cutlets, roast pork, roast beef, ham, ham steaks, chicken, turkey, pork chops, veal chops, roast lamb, roast veal, beef steak, roast duck, prawns, shrimp, oysters, salmon, halibut and Black Alaska cod. Fish must be served on Friday. Beef steaks must be served twice per week, between Monday and Thursday - Roast beef twice per week. There will no duplication of First Line choice in a 5 day period other than beef and beef steak.

**SECOND LINE MEATS:**

Short ribs, swiss steak, stews, meat pies, liver, heart, curried dishes, tongue, salisbury steak, ground beef, sausages, spaghetti and meat balls, corned beef, spareribs and lamb chops.

**THIRD LINE MEATS:**

Wieners, omelets, chili con carne, baked beans, a la king dishes, garlic sausages and dishes using leftover meats.

**VEGETABLE CHOICES:**

Other than potatoes are not to be duplicated in a three day period.

**Section 3.** Lunchroom: All sandwiches are to be prepared by catering staff, when practical a pre-order system may be utilized by the Caterers. (Sandwiches must contain a date coding.) An assortment of at least 8 choices must be available daily as follows: Beef, ham, pork and prepared meats, devilled eggs, fish, cheese, peanut butter and jam. Garnishes, e.g. lettuce, pickles, sliced tomatoes, celery, carrot sticks, radishes, sliced cucumbers, green onions, sliced eggs daily. Assorted pastries, choice of three types of pie (wrapped) and cookies daily. Tea, coffee and milk for thermos fillings must also be provided.

**Section 4.** Fresh Fruit: In season daily as made available at dinner meal.

**Section 5.** Salad Table: Will be refrigerated, or ice provided.

**Section 6.** Portion Control: Men are entitled to eat all the food they want. The size of individual servings may be limited, free access must be provided for those who wish to return for additional servings. Should the serving line run out of first line meat choice during regular meal periods, it must be replaced immediately by another first line choice.

Meals shall be prepared in accordance with specifications contained herein and may be subject to review where there is an infraction of the minimum requirements at a mutually agreed time by the Chairman of the Camp Committee and the Catering Manager.

**Section 7.**

- (a) Cafeteria-style of serving meals will be acceptable provided trays and dishes are cleared by members of the Culinary staff.
- (b) Settings at the table shall not be less than 30 inches per person. There shall be adequate width and space between tables and chairs.
- (c) The menu shall be posted in the entrance hall in a conspicuous position.
- (d) Dinner plates are to be kept warm in a warming space prior to the serving of meals.
- (e) The following stations shall be located separately so as not to impede the serving of the steam tables.

- (i) Beverage Station, i.e., tea, coffee, milk, cold drinks, etc.
- (ii) Fresh fruit station, i.e., apples, oranges, bananas, pears, plums, grapes, watermelon, etc.
- (iii) Cold Tables, i.e., salads, cold meats, green vegetables, cheese, etc.
- (f) The men shall not be required to stand outside of the entrance hall, waiting for the lineup to go through.
- (g) The entrance to serving lines shall be fully enclosed, with clothes hooks and shelves to accommodate the hanging of outer clothing and hard hats.
- (h) To expedite meal service, meal hours may be staggered.

**Section 8.** Any employee will be subject to "instant dismissal" in any case where he has been found guilty of taking food in any form from the camp with the exception of bag lunches for mid-shift meals.

**Section 9.** In the event there is continued violations of these regulations by a caterer, then he will be required to appear before the Review Committee to respond to the allegations.

**Section 10.** It is agreed that a check list of standard kitchen equipment will be attached to these Rules and Regulations.

## **Article XV**

### **AMENDMENTS & REVIEW COMMITTEE**

- (a) It is recognized that both parties to this document may be required to meet from time to time to clarify certain conditions outlined herein and to formulate new policy and amendments that may be required to meet conditions and circumstances that are not evident at this time.
- (b) Both parties to this agreement shall establish a Review Committee which shall be made up of an equal number of representatives from the B.C. & Yukon Territory Building and Construction Trades Council and Construction Labour Relations Association of British Columbia.
- (c) Any amendments to the provisions of this agreement are subject to the prior approval of the B.C. & Yukon Territory Building and Construction Trades Council - Construction Labour Relations Association of British Columbia Review Committee.

## **Article XVI**

### **TERMINATION DATE**

The provisions of these Camp Rules and attached Regulations all remain in full force and effect until August 31st, 1997.

THE BRITISH COLUMBIA AND YUKON  
TERRITORY BUILDING AND  
CONSTRUCTION TRADES COUNCIL  
ROY GAUTIER, President  
C. STAIRS, Secretary-Treasurer

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA  
C.C. McVEIGH, President  
B.L. BLAIN, Chairman of the Board

## **CAMP REGULATIONS**

In recognition of the great improvement of Camp conditions over the past few years and in consideration of the efforts of Building Trades Councils in co-operation with the various Employers groups to improve the standard of living for Building Tradesmen, certain regulations have to be laid down and adhered to in order to ensure that the camp conditions are maintained.

It must be realized that a camp and equipment costing many thousands of dollars, in some cases in excess of a million dollars, will soon deteriorate if subjected to the whims of vandals without any measure of control over such situations.

There are camps in existence today where the population is greater than many of the villages and towns in the province, and these communities have set up some form of authority such as a Town Council to govern the population.

It has long since been recognized that on large construction projects there has to be a central authority to handle camp grievances. This has been known as the Camp Committee, and the leader of that group is the general spokesman known as Camp Chairman. In many respects his position is similar to that of a mayor in a community.

Camp Committees on construction projects are for the most part playing a very vital role in the Labour-Management relationship which through co-operation of both groups are able to make a Building Tradesman's life away from home as pleasant as possible under the circumstances. Their job is no small task, therefore, with this in mind the following Camp Regulations have been set forth to be administered by the Camp Committee who shall have full authority to enforce these regulations.

1. The Camp Committee shall be responsible for the enforcement of the Camp Rules and Regulations.
2. All acts of vandalism shall be investigated and the responsible party or parties are to be exposed, and such acts, together with the names of the party or parties, permanently recorded with The British Columbia & Yukon Territory

Building and Construction Trades Council. Repeated offenses may result in expulsion from camps under the jurisdiction of The British Columbia & Yukon Territory Building and Construction Trades Council.

3. Any occupant of the camp found guilty of wilful damage to camp property shall be made responsible for all costs as the result of such wilful damage.
4. The Camp Committee shall have authority to recommend the dismissal of any occupant found guilty of wilful damage to camp property.
5. Occupants of the camp shall be co-operative with the bull-cooks in maintaining cleanliness of the room.
6. No resident of the camp shall complain directly to an employee of the camp or catering staff. If a resident finds he has a grievance he shall first present it in writing to his Camp Committeeman.
7. Occupants of the camp shall show consideration for their neighbours in respect to the playing of radios or television sets, or noisy conversation after 11:00 p.m.
8. Late night parties in rooms that disturb other occupants of the camp are prohibited.
9. No occupant of the camp shall utilize laundry facilities that are located in the same building as the living quarters after 11:00 p.m.
10. Fighting or violence of any sort in any part of the camp is grounds for instant dismissal.
11. Any camp occupant who is abusive to any member of the Camp Committee, in the conduct of his duties, shall appear before the Camp Committee to account for his behaviour.
12. The Camp Committee shall be authorized to summon any resident of the camp to appear before them to deal with grievances raised by the Camp Management.

**The British Columbia-Yukon Territory  
Building and Construction  
Trades Council**

**G R I E V A N C E   R E P O R T**

The Secretary,  
The British Columbia & Yukon Territory Building  
and Construction Trades Council:

We, the undersigned, wish to report that we, as a Camp Committee, on this Project have followed the Grievance Procedure as laid out by the Council and have been unsuccessful in resolving the following Grievances.

INDICATE NATURE OF GRIEVANCE  
("YES" or "NO")

Kitchen	Accommodation .....
Facilities .....	Laundry
Food .....	Facilities .....
Service.....	Recreation .....

REMARKS: .....

.....

.....

.....

(If additional remarks are necessary, attach sheet.)

Project .....	Location.....
Caterer .....	Date.....

I solemnly swear, that the foregoing is, to the best of my knowledge, a true and accurate statement.

..... Chairman	..... Local Union
..... Name	..... Local Union
..... Name	..... Local Union

Calendars inserted here... 2006 to 2010