2025 – 2028

COLLECTIVE AGREEMENT

BETWEEN

BOILERMAKERS LODGE 359

AND

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA ("CLR")

on its own behalf and on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by mutual agreement between the parties

AND

INDEPENDENT BOILERMAKER CONTRACTORS SIGNATORY HERETO

Table of Contents

Article 1 – Purpose 1
Article 2 – Recognition And Craft Jurisdiction 1
Article 3 - Management Rights 2
Article 4 – Union Security, Dues Deductions, Employer Contributions 4
Article 5 – No Strike or Lockouts 7
Article 6 – Jurisdictional Disputes 7
Article 7 – Working Conditions, Safety Measures, Health and Sanitation 8
Article 8 – Welding Tests 10
Article 9 – Access to Jobs 11
Article 10 - Stewards 11
Article 11 – Liaison Committee and Joint Conference Board 11
Article 12 – Grievance Procedure 12
Article 13 – Arbitration 13
Article 14 – Hours of Work 13
Article 15 – Shift Work 15
Article 16 - Overtime 16
Article 17 – Vacation and Recognized Holidays 17
Article 18 – Waiting and Reporting Time 17
Article 19 – Travelling Expenses 19
Article 20 – Subsistence 23
Article 21 – Pay Day 25
Article 22 – Wages 26
Article 23 – Provincial and Federal Laws 26
Article 24 – Apprenticeship and Apprenticeship Fund 26
Article 25 – Sub-Contracting 27
Article 26 – Enabling Clause 27
Article 27 – Duration and Renewal of Agreement 27
Clarification of Craft Jurisdiction 29
Tank Letter 31
Appendix "A" – Wage and Benefit Schedule 32
Appendix "B" – Map of Boundary of the Free Zone 36
Appendix "C" – Shift Examples 37
Appendix "D" – Calendar of Holidays 42
Appendix "E" – List of Signatory Contractors 44

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION AND CRAFT JURISDICTION

2.01 The Employer recognizes the Union as the sole collective bargaining agency for General Forepersons, Forepersons, Journeypersons, Apprentices, and Pre- Apprentices employed on field construction work within the jurisdiction of the Union.

2.02 The Employer recognizes the jurisdictional claims of the Union as provided 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 Jurisdictional Assignment Plan of British Columbia.

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 Foreperson.

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 their work is predominantly Boilermaker jurisdiction, and an attendant is required, they shall be a member of the Union. The Employer must make every attempt to first hire attendants from the Unions out of work Tool Crib list and not simply appoint an attendant from the dispatched crew. Once the Unions out of work Tool Crib list is exhausted then the Employer is free to appoint an attendant from the existing crew. The necessity of a tool crib 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 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 Foreperson and Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Forepersons and Forepersons is the sole responsibility of the Employer and shall be excluded from the name hire ratio. On a crew not exceeding five (5) Journeypersons, per shift, one of them may be a Foreperson who may work on the tools. (An Apprentice is in addition to the crew.) For tank projects, on a crew not exceeding ten (10) Journeypersons, per shift, one of them may be a Foreperson who may work on the tools. (An Apprentice is in addition to the crew).

When Forepersons 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 Forepersons and Forepersons from one of their projects to another of its projects. Prior notification will be given by the Employer to the Union of the names of supervisors to be transferred.

Forepersons working on the tools will be included in the Journeyperson name hire ratio. The Foreperson shall be the only representative of the Employer who may issue instructions to the employees.

3.06 General Forepersons shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer. General Forepersons shall not work on the tools. The Employer agrees that the General Foreperson 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 Journeypersons 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 Journeypersons as received from an Employer.

Journeyperson Crew Requirements

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

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

Twenty-Four	Six	Eighteen
Twenty-Eight	Seven	Twenty-One
Thirty-Two	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. Forepersons working on the tools will be included in the name hire ratio. Forepersons 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 and or email to the Union, prior to these requests being dispatched. Members who do not hold the Job Ready certifications required by this Agreement are not eligible to be name requested until they comply with the Job Ready requirements.

(c) Journeyperson 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 workers within the classification as required by the Employer or when the Employer has been advised by the Union that the "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 and or dispatch job orders 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). Proper notice must be given as per Article 14.05 if the Employee's scheduled shift is changed (i.e. one contract/dispatch job order working 10 hour shifts, one contract/dispatch job order working 11 hour shifts).

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, they will not be considered as having quit and will be entitled to travel expenses 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 be available on the Union out of work list (posted) and must report acceptance of the name request to the Union office prior to the Union receiving the Employer's written dispatch order. Members accepting bank requests must clear their names as soon as possible. Failure to comply shall nullify the member's name request(s) for fourteen (14) calendar days.

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

4.02 The Union agrees to furnish competent, available workers to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its Employees and to discharge any Employee for any just and sufficient cause. The Employer shall not discriminate against any Employee by reason of their membership in the Union or their participation in its lawful activities. There shall be mutual co-operation between crew members, such that fitter/riggers and welders assist each other, when possible, but neither classification shall solely perform the traditional duties of the other classification.

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

4.04 Should it be necessary to reduce the work force on the job; the Employer shall lay off their

Employees in the following sequence:

(i) Permits
(ii) Retired Members
(iii) Travel Cards
(iv) Probationary Journeypersons 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.

Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication.

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.

(a) Monthly union dues in the amount prescribed by the Union.

(b) Field Dues in the amount of four and one quarter percent (4.25%) (or such amount as may be designated by the Union) of gross hourly wages (including waiting, reporting, show up and standby time).

(c) CIRP fees in the amount of four cents ($0.04) for each hour worked.

The Union may alter any of the amounts included in this Article by providing a minimum of sixty (60) days notice to the Employer of the scheduled change. The need to provide sixty (60) days notice to alter the wage schedule is not required upon the negotiated renewal of the Agreement.

4.06 Employer Contributions

The Employer shall contribute each month, to the following funds, for each Employee coming within the scope of this Agreement, an amount in cents per hour as set out in Appendix "A", for all hours earned (including waiting, reporting, and standby time) by the Employee except for the JAplan, CIRP, D&A Society and CLR which shall be paid for each hour worked:

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Boilermaker Lodge 359 Apprenticeship and Trade Advancement Fund
- IBB Advantage Fund
- Boilermaker Lodge 359 Education and Promotion Fund
- Jurisdictional Assignment Plan (JAplan)
- Construction Industry Rehabilitation Fund (CIRP)
- BCD&A Drug and Alcohol Program Society (D&A Society)
- Western Canada Boilermaker Advantage
- Helmets to Hardhats
- Contract Administration Fund (CLR)
- Job Ready Dispatch Program

4.07 Payment of Dues Check-Off and Employer Contributions

Payments must be remitted by the fifteenth (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; CIRP contributions and deductions; Boilermaker Lodge 359 Apprenticeship and Trade Advancement Fund, Boilermaker Lodge 359 Education and Promotion Fund, JAplan, D&A Society and CLR contributions shall be remitted directly to the Secretary- Treasurer of the Union, payable to:

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary-Treasurer
International Brotherhood of Boilermakers Lodge 359
5510 – 268th Street
Langley, BC V4W 3X4

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

Monthly Employer Contributions to the Boilermaker Lodge 359 Health and Welfare Fund and Boilermaker Lodge 359 Pension Trust Fund shall be remitted directly and be payable to:

Boilermakers Lodge 359 Benefit Plans

Boilermakers Lodge 359 Benefit Trust Funds
c/o Bilsland Griffith Benefit Administrators
Suite 1000, 4445 Lougheed Highway
Burnaby, B.C. V5C 0E4

Monthly Employer Contributions for the IBB Advantage Fund, Western Canada Boilermaker Advantage Fund and Helmets to Hardhats will be remitted directly to the Boilermakers' National Benefit Funds (Canada) and forwarded to:

Boilermakers' National Benefit Funds (Canada)
45 McIntosh Drive
Markham, ON L3R 8C7

Delinquent payments, notification, penalties and inspection: The Union, 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, 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.

4.08 Funds: General

(a) The Lodge 359 Apprenticeship and Trade Advancement Fund shall be controlled by a Board of Trustees who will administer the 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) CLR 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.

(d) The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

ARTICLE 5 – 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 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 Journeyperson-welders only.

7.02 Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change room with benches and tables. Where practical, a separate change area shall be provided. The Contractor will advise the Union when conditions do not permit a separate change area. A refrigerator and microwave oven will be provided on all projects. Areas required for eating and changing shall be kept free of tools and equipment. Personal effects of the Employees shall be covered by fire insurance up to the amount of four hundred dollars ($400.00) in each individual case, such insurance to be paid by the Employer.

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

When necessary, the Employer shall supply the Employee with rubber boots, rainproof clothing and gloves.

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

The Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate) at no cost to the Employee. Employees shall be allowed fifteen (15) minutes for 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 its Employees and protection of public health, and these facilities must be provided with toilet tissue, and kept clean, and heated when necessary. Flush toilets will be provided where possible. In instances where flush toilets are not possible, discussion will ensue between Employer and Union. Respirator cleaning stations will be supplied and maintained as directed by WorkSafeBC regulations and manufacturer recommendations.

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

7.06 Accommodated Workers

The Employer agrees, subject to prior consultation with the Union, to employ any member on work which suits their physical ability, and which is acceptable to the member. This could include but not be limited to 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 WorkSafeBC.

7.07 Underground Work

Employees required to work underground shall receive an underground premium of 10% of their base straight time hourly rate, for all hours worked. This premium does not apply to work performed within basements of buildings or in open ditches.

7.08 Working Conditions, Safety Measures, Health and Sanitation

The Parties agree that the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy will apply on all work sites. All Employees in the bargaining unit subject to pre-access Drug and Alcohol testing or ongoing return to work tests only will be paid one (1) hour pay at regular rate, this amount is to be paid on the first pay period for a successful test. This clause may be waived by the Business Manager.

7.09 Jobsite Telephones

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

(b) The Parties agree that the Employer is within their rights to prohibit photos being taken on a project site(s) without receiving prior written permission of the Employer or project owner.

(c) No Employee shall be required to install any app on their personal cell phone as a condition of employment.

(d) The employer will provide appropriate communication devices such as a radio or cell phone to Forepersons and General Forepersons. When the Employer and the Forepersons or the General Forepersons mutually agree to the use of the employee's personal cell phone for work purposes the Employer will pay a daily allowance of five dollars ($5.00) per day to a maximum of twenty dollars ($20.00) per week and fifty-five dollars ($55.00) per month. For the purpose of this section, work purposes, does not include simple tasks of less than ten (10) minutes per day.

ARTICLE 8 – WELDING TESTS

8.01 All welders are required to carry their welders log book to all projects to which they are dispatched. Once an Employer is in receipt of a welders log book, the Employer shall be responsible for its safe return or replacement cost in the case of loss or theft. If the Employer is unable to return the log book due to loss or theft and the welder cannot accept a dispatch due to not having their log book the Employer will pay a penalty of twenty dollars ($20.00) for each day the welder is unable to work to a maximum of one hundred and forty dollars ($140.00).

Any Employee holding a current Provincial Government Welding Certificate of Qualification 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 them having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travel expenses and subsistence allowance, if applicable.

8.04 Welders passing a test will have the results recorded in their welders log book by the 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 their certificate will depend; they shall not be required to do so under conditions which would unfairly affect their ability to perform the test.

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

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

8.06 Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 8.00.

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

ARTICLE 9 – ACCESS TO JOBS

9.01 The Employer shall grant to accredited Representatives of the International Brotherhood and the 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 Journeyperson Employees. The Employer must notify and supply the Job Steward with a copy of all official dispatch lists which are faxed or emailed to the Employer's work site by the Union Office.

10.02 It will be their duty to assist the Employer and the Union members in carrying out the provisions of this Agreement, and they will be allowed reasonable time to perform such duties 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. The Union Steward will be given sufficient notice to review the layoff list prior to the end of the final shift of the Employees.

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

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

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

ARTICLE 11 – LIAISON COMMITTEE AND JOINT CONFERENCE BOARD

11.01 Liaison Committee

The Parties agree to have a Liaison Committee consisting of six (6) members, three (3) appointees by CLR and three (3) appointees by the Union. The terms of reference for the committee shall be to review conflicting language issues, review interpretations and on-site problems and make recommendations for consideration, 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 three (3) members appointed by CLR and three (3) 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 or Understanding which will be attached to this Agreement.

Such Letters of Clarification 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 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 they have a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Foreperson.

STEP 2: Should the Employee and Job Steward be dissatisfied with the Foreperson's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable section of the Agreement, before again presenting same to the Foreperson or the next level of supervision above the Foreperson. The Foreperson or next level of supervision shall answer the grievance in writing within ten (10) working days, or at a time mutually agreed upon.

STEP 3: In the case of any dispute or grievance arising that cannot be settled informally by the Employee, Job Steward and Foreperson or General Foreperson on the project, it will be referred in writing to the representatives of the Parties within two (2) working days, or at a time mutually agreed upon. 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 The Union, Employer or the Association 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 Parties shall mutually agree on an Arbitrator to hear the matter. In the event the Parties fail to mutually agree on an Arbitrator within fifteen (15) calendar days of the referral either party may apply to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

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 (½) 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) 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 eight (8) hour day, with one-half (½) or one (1) hour for lunch commencing no later than five (5) hours after work commenced. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive. 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.

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

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

(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 all contrary provisions of this Article.

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

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 their regular lunch break except in emergency or special circumstances, in which case, they will receive a reassigned one-half (½) hour lunch break. If this break falls outside the regular lunch break established on the job, they shall receive an additional allowance of one-half (½) hour's pay at straight time rates which shall be in addition to their regular straight time hours.

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 which results in work exceeding ten (10) hours, Employees are entitled to an overtime meal break in accordance with Article 16.02. Where unscheduled overtime is worked beyond the normal working day and if the duration of overtime is to exceed one (1) hour but be less than two (2) hours, 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 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. Subject to mutual agreement between the Employer and the Union, the Employer may combine the two fifteen (15) minute breaks and provide two (2) one-half (½) hour paid breaks in lieu of the one-half (½) hour unpaid lunch break and the two (2) paid fifteen (15) minute breaks. Agreement to combine these breaks shall not be unreasonably withheld.

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

14.04 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. The Employer is to have the ability to transfer workers from day shift to night shift or night shift to day shift with the consent of the Employee and the Business Manager or their Representative.

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 workers 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: two hundred and fifty dollars ($250.00)
For all other jobsites: three hundred and fifty dollars ($350.00)

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

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

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

ARTICLE 15 – 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 first (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 two (2) hours, earlier or later, without penalty or premium, provided eight (8) hours advance notice is given to the affected Employees. Any further variance of starting time may be varied by mutual agreement with the Union to suit job requirements. The second (2nd) shift shall be the afternoon shift and shall follow the first (1st) shift. The third (3rd) shift shall be the night shift and shall follow the second (2nd) shift.

15.03 (a) When two (2) shifts are scheduled, each shift shall provide for a one-half (½) 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 (½) 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 eight (8) hour break, all work performed shall be paid at two times (2x) the regular hourly rate, until such time as the Employee receives an eight (8) hour break. It is the intent of this clause that no Employee shall lose pay on a normal shift due to taking the required eight (8) hour break. (Example: Day Shift works to 2:00 a.m., has eight (8) hours off and returns at 10:00 a.m. for a shift which normally commenced at 8:00 a.m. Employees are 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, they shall be paid overtime at the rate of time and one- half (1½) the regular hourly rate for the first two (2) hours. All additional hours shall be paid at two times (2x) the regular hourly rate.

Monday through Friday, each Employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the Employee's supervisor in the event of a pre-planned and pre-approved absence or if the Employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

(b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at two times (2x) the regular hourly rate.

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

(d) Where a compressed work week is scheduled, all hours exceeding ten (10) hours per day, shall be paid for at two times (2x) the regular hourly rate. When a fifth (5^{th}) day is worked (Friday on the Monday through Thursday schedule or Monday on the Tuesday through Friday schedule), the first ten (10) hours shall be paid at one and one-half (1½) times the regular hourly rate . All other hours on this compressed work schedule shall be paid at two times (2) the regular hourly rate .

In circumstances when a Recognized Holiday falls within a compressed work week and whereby less than forty (40) hours (4 – 10's) are worked within that compressed work week, all hours worked beyond eight (8) hours per day for each day worked in the short week shall be paid at the appropriate overtime rates as stated in Article 16.01(a).

(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. The Employer must also maintain the proper Apprentice ratio, where practical, when unscheduled overtime is worked.

16.02 When an Employee works more than ten (10) hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The Employee shall be allowed a thirty (30) minute meal break and shall be compensated at the straight time rate of pay. Where this is impractical, a fifty-dollar ($50.00) meal reimbursement, plus one-half (½) 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 (10) hours, there shall be a ten (10) minute coffee break. At their option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

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

ARTICLE 17 – VACATION AND RECOGNIZED HOLIDAYS

17.01 (a) Every Employee covered by this Agreement, shall receive fifteen (15) recognized holidays with pay, which shall be calculated at six percent (6%) of their gross earnings and shall be paid to the Employee on the regular weekly pay cheque.

(b) Every Employee covered by this Agreement shall receive a Vacation Allowance which shall be calculated at six percent (6%) of their gross earnings and shall be paid to the Employee on the regular weekly pay cheque.

(c) Vacation and Recognized Holiday pay shall be combined and shall be accrued at the rate of twelve percent (12%) of gross earnings.

17.02 The Recognized Holidays are:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a Public Holiday by the Federal 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 by the Business Manager or their Representative and the Employer. 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, they shall be entitled to four (4) hours pay, plus subsistence if applicable, for the first (1st) regular working day they are kept waiting. Thereafter the waiting time shall be increased to a full day's pay (i.e. to a maximum of eight (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 (1st) meal period, the Employee shall be paid the full shift as scheduled. Should the Employee leave the place of work on their own accord the Employee shall be paid for the actual time worked.

(b) Standby Time

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

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

18.03 (a) Show-Up Time

(i) When an Employee shows up for a scheduled shift of eight (8) hours 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.

(ii) When an Employee shows up for a scheduled shift greater than eight (8) hours and the shift is cancelled and the Employee is sent home by the Employer, the Employee shall be paid four (4) hours show-up time.

(iii) Should any shift be cancelled due to inclement weather, the Employee shall be paid two (2) hours show-up time.

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

(c) Where 18.03 (a) or (b) occurs on any two (2) consecutive week days Monday through Friday, then the employee will, at their 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 they are employed, such Employee will not be entitled to any reporting or show-up time.

18.07 Workers' Compensation Cases:

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

(a) Reimburse cost of transportation back to the point of hire except when such transportation is supplied or reimbursed for at the time by WorkSafeBC, or

(b) Be responsible for provision of board and room free of charge during the period of absence due to injury except when such board and room is supplied or reimbursed for at the time by WorkSafeBC while in the project area.

(c) Provided that in both the above cases (a) and (b) the Union and the Employee will ensure that the Employer is reimbursed for such monies that the Employer may outlay.

18.08 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 kilometre travel rate will be that which is established by the Canada Revenue Agency (CRA) and shall be adjusted to match the published CRA vehicle allowance limit on the same day as such CRA changes are effective. 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)

(b) Lower Mainland: Daily Travel Zone:

On those projects that are outside the free zone, 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 kilometre to and from the project to the edge of the free zone, for each day worked or reported for work. Where the Employer provides transportation, the daily travel allowance will be paid one way.

(c) Initial/Terminal Travel

(i) The Employer shall pay an initial and terminal travel allowance to any Employee who is directed or dispatched to an out of town project. The allowance shall be paid at the Transportation Rate for each kilometre based on the most direct route, as measured by Google Maps, or equivalent, from the Employee's place of residence within the Province of British Columbia or the Yukon Territory to the project. Should an Employee's residence be outside those boundaries, the distance will be measured from the point the Employee first enters British Columbia or the Yukon following the most direct route to the jobsite. 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 twenty (20) feet in length and seven (7) feet in height) which are incurred in the course of initial and terminal travel.

(iii) Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two (2) days they will be reimbursed their actual costs for one (1) night accommodation plus meals up to the value of one (1) days' subsistence upon presentation of receipts to the Employer.

(iv) 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.

(v) 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.

(vi) Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay.

(vii) The Employee shall receive initial and final travel expenses within two (2) working days of reporting to the job. These expenses shall be treated as a travel reimbursement, and shall be deducted from the last pay, where Article 19.02 applies.

Failure to pay initial and final travel expenses within the prescribed time limit shall cause a penalty of twenty dollars ($20.00) per day, per affected Employee, to be added to the initial and final expense. It is recognized 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.

(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. At time of dispatch, members must inform dispatcher whether utilizing company supplied transportation or their own transportation. The information will be sent along to the Employer via dispatch slip by the Union to ensure all transportation needs are met.

(i) Where the Employer supplied accommodation is within the forty (40) road kilometre 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 forty (40) road kilometre free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the Transportation Rate from the edge of the forty (40) road kilometre free zone around the jobsite, paid both ways.

(iii) Where an Employee elects to use their personal vehicle to travel to the jobsite from the Employer supplied accommodation the Employer will, in place of daily transportation, pay mileage at the Transportation Rate both ways from the Employer provided accommodation to the project.

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

(e) **(i)** A local resident is defined as a Union member who resides within eighty (80) road kilometres from the project at the time of hire. An Employee's residence is the place

where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer.

(ii) Local residents, as defined in Article 19.01(e)(i), shall not be entitled to initial or terminal transportation as set out in Article 19.01(c) nor shall they be entitled to a Turnaround expense as set out in Article 19.03. However, local residents will be entitled to the same turnaround time off provisions that non-local residents receive. Local residents shall receive a Daily Travel Allowance.

(iii) Local residents living beyond a forty (40) road kilometre free zone around the jobsite of the project shall receive the Transportation Rate per road kilometre from the edge of the forty (40) road kilometre free zone around the jobsite to their place of residence as a daily travel allowance for each day worked or reported for work. Daily travel will be paid both ways.

(iv) Where weather, road conditions or traffic do not allow the Employee to travel to their residence within one (1) hour of their normally expected driving time, the Employer shall provide accommodations and meal allowance in lieu of daily travel upon the Employee's request.

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

19.03 Turnaround

On subsistence projects, of over fifty (50) calendar days duration, the Employer shall provide a turnaround every thirty-five (35) calendar days. Fifty (50) calendar days duration must exist after return from each turnaround for a further turnaround after thirty- five (35) calendar days to be allowed.

When a turnaround is requested, the Employee shall receive the following allowance based on the distance from their residence (measured in accordance with Article 19.01(c)(1)) to the job site.

0 kilometres to 249 kilometres:	$ 90.00
250 kilometres to 500 kilometres:	$270.00
501 kilometres to 750 kilometres:	$450.00
751 kilometres to 1,000 kilometres:	$630.00
Over 1,000 kilometres:	$720.00

The road kilometre travel rate will be that which is established by the CRA. The mid-point of each turnaround allowance will be multiplied by the road kilometre rate established by the CRA and shall be adjusted on the same day as such CRA changes are effective.

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. In recognition of the need for an Employee on day shift to arrive a night early to be ready for work and an Employee on night shift to rest prior to travel an Employee on subsistence will be paid their subsistence amount for one day during their turnaround.

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 Forepersons are excluded from this provision, and Forepersons may be excluded

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.

The Parties agree that any camp agreement renewal between the British Columbia and Yukon Territory Building and Construction Trades Council and the Construction Labour Relations Association of British Columbia will automatically supersede an existing agreement, which is included in or referred to in this agreement.

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

(a) Living Out Allowance on the basis of:

$220 per day effective the second Sunday following the date of ratification
$240 per day effective May 3rd, 2026
$260 per day effective May 2nd, 2027, or

(b) Employer supplied room plus a per day meal allowance in the amount of:

$92.50 per day effective the second Sunday following the date of ratification
$97.00 per day effective May 3rd, 2026
$100.00 per day effective May 2nd, 2027.

Hardship exceptions will be mutually discussed and agreed upon.

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.

At time of dispatch, members must inform the dispatcher whether utilizing option (a) living out allowance or option (b) Employer supplied room plus per day meal allowance. The information will be sent along to the Employer via dispatch slip by Boilermakers Lodge 359 to ensure all lodging requirements are met.

When an Employee elects Employee supplied lodging and is required by the Employer to change Rooms/Hotels outside of regular working hours the Employee will be paid two (2) hours at straight time rates.

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

20.03 The Employee shall receive subsistence allowance including meal allowances other than Overtime meal allowances for the first (1st) week of the project within that first (1st) week, no later than Friday 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 forty dollars ($40.00) per day or any such amount as may be established on a project by mutual agreement in lieu of meals which will not be consumed on weekends or Recognized Holiday(s). If meal tickets are provided to Employees, the Employee must turn in their meal tickets to the Employer's Representative not later than 4:00 p.m. on the day preceding such weekend or Recognized Holiday(s).

(b) The Employee must work the shift prior to the weekend or Recognized Holiday(s) and the shift after the weekend or Recognized Holiday(s) unless mutually agreed between the Employees and the Employer's Representative.

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

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

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

(c) Where an Employee forfeits subsistence under Article 20.05 herein and is on free room and board, they shall reimburse the Employer an amount equal to the prevailing subsistence allowance for each day of forfeiture.

ARTICLE 21 – 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. Should an Employee be short paid ten (10) or more hours on their regular pay the Employer will provide an adjustment no later than the next regularly scheduled pay day after the Employer is notified of, and acknowledges, the shortage. Should the Employee be required to wait longer than the next scheduled pay day for the payroll correction the Employee will receive payment of an additional two (2) hours at straight time for each day they are kept waiting to a maximum of ten (10) hours.

The Employer has the right to pay Employees by direct deposit including the provision of paystubs by electronic delivery. Where paystubs are provided electronically, the Employer will provide Employees with a way to confidentially access and make a copy of their paystub through the workplace. The Employer shall notify the Union prior to the start of the job whether pay will be by direct deposit.

21.02 Employees who are laid off or discharged from the service of the Employer, shall receive their Wages and Record of Employment as follows:

(i) The Employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including total pay hours, travel expenses, subsistence, etc.

(ii) The Employer shall deposit the Employee's wages and electronically file the Employee's 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 they are kept waiting up to a maximum of forty (40) hours.

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

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

ARTICLE 22 – WAGES

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

(a) Effective the second Sunday following the date of ratification the Journeyperson monetary package will be increased by an amount equal to five and one-half percent (5.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

(b) Effective May 3, 2026, the Journeyperson monetary package will be increased by an amount equal to three and one-half percent (3.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

(c) Effective May 2, 2027, the Journeyperson monetary package will be increased by an amount equal to three and one-half percent (3.5%) of the Journeyperson Wage Rate. The Union Retains the right to distribute this increase between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

ARTICLE 23 – PROVINCIAL AND FEDERAL LAWS

23.01 In the event any provision of this Agreement conflicts 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) Journeypersons. The Apprenticeship ratio is based on the total number of Journeypersons hired to the project, Forepersons and above are not included in the ratio. (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. 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 agree to observe all provisions of the *Apprenticeship Act*.

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

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

ARTICLE 25 – 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 Employer 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 May 18, 2025 and shall remain in full force and effect until April 30, 2028 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 this 25 day of June, 2025

Signed on behalf of:

Construction Labour Relations Association of BC

Dated this ___ day of _____, 2025

Signed on behalf of:

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359 (A.F.L – C.I.O.)

CLARIFICATION OF CRAFT JURISDICTION

ARTICLE 2 – SECTION 2.02

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

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

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

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

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

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

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

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

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

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

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the

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

Auto claves, denver cells, launderer cells, floatation cells, launderers, electrode cells, digesters, chip bins, pellet bins, pellet load out bins, concentrate bins, bentonite bins, cement bins, incinerators, and all other similar type bins. Digesters, brownstock washers, cookers, save all pans, emco filters, multiclones, cyclones, chutes. All erection, assembling, dismantling, demolition, repairs, alterations, loading, unloading, handling, rigging, sorting, welding, burning, riveting, bolting, staging, scaffolding, drilling, marking, layout, cleaning, preparing, lining of tanks and vessels, plastic and/or rubber vessels, plastic bins, breeching and duct work, all in connection with any of the above shall be the work of the Boilermakers. Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, 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, (H2S) absorbers, additives drum, hydrocyclones, atmospheric columns, strippers (gas & oil), desalters, flash-drums, debutanizers, deisohexanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerotors, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporator, demisters, drums, furnaces, headboxes, crushers, centrifuges feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixers, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionator, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyr digester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers.

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

TANK LETTER

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

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work". This Letter shall only apply to new tank construction projects.

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

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

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

All additional Employees shall be dispatched on the formula in Article 3.07 (a).

(a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

(b) Work Not Available: When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.

(c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.

(d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

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

APPENDIX "A"

WAGE AND BENEFIT SCHEDULE

Breakdown of Monetary Package		May 18, 2025					May 3, 2026				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions	Total Wage Package	Total Cost	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions	Total Wage Package	Total Cost
General Foreperson	118%	$65.03	$7.80	$12.92	$85.75	$86.16	$67.06	$8.05	$12.92	$88.03	$88.44
Foreperson	113%	$62.27	$7.47	$12.92	$82.66	$83.07	$64.22	$7.71	$12.92	$84.85	$85.26
Journeyperson	**100%**	**$55.11**	**$6.61**	**$12.92**	**$74.64**	**$75.05**	**$56.83**	**$6.82**	**$12.92**	**$76.57**	**$76.98**
Level 5 - 5th 1000 Hours	90%	$49.60	$5.95	$12.92	$68.47	$68.88	$51.15	$6.14	$12.92	$70.21	$70.62
Level 4 - 4th 1000 Hours	83%	$45.74	$5.49	$12.92	$64.15	$64.56	$47.17	$5.66	$12.92	$65.75	$66.16
Level 3 - 3rd 1000 Hours	75%	$41.33	$4.96	$12.92	$59.21	$59.62	$42.62	$5.11	$12.92	$60.65	$61.06
Level 2 - 2nd 1000 Hours	69%	$38.03	$4.56	$12.92	$55.51	$55.92	$39.21	$4.71	$12.92	$56.84	$57.25
Level 1 - 1st 1000 Hours	63%	$34.72	$4.17	$12.92	$51.81	$52.22	$35.80	$4.30	$12.92	$53.02	$53.43
Pre Apprentice	55%	$30.31	$3.64	$12.92	$46.87	$47.28	$31.26	$3.75	$12.92	$47.93	$48.34

Funds		May 18, 2025	May 3, 2026
Boilermaker Lodge 359 Health & Welfare Fund	E	$3.64	$3.64
Boilermaker Lodge 359 Pension Trust Fund	E	$8.00	$8.00
Boilermaker Lodge 359 Apprenticeship & Trade Advancement Fund	E	$0.70	$0.70
NTTF		n/a	n/a
IBB Advantage Fund	E	$0.27	$0.27
Western Canada Boilermaker Advantage	E	$0.02	$0.02
Helmets to Hardhats	E	$0.01	$0.01
Boilermaker Lodge 359 Education and Promotion Fund	E	$0.22	$0.22
Jurisdictional Assignment Plan (JAplan)	W	$0.01	$0.01
Construction Industry Rehabilitation Plan (CIRP)	W	$0.04	$0.04
BCD&A Drug & Alcohol Program Society (D&A Society)	W	$0.01	$0.01
* Total Employer Contributions - Straight Time Hours		$12.92	$12.92
Total Employer Contributions - 1.5X Overtime Hours		$19.35	$19.35
Total Employer Contributions - 2X Overtime Hours		$25.78	$25.78

Employer Contributions Not in Wage Package		May 18, 2025	May 3, 2026
Management Administration & Workforce Planning	W	n/a	n/a
Contract Administration Fund	W	$0.11	$0.11
Job Ready Dispatch Program	E	$0.30	$0.30
Total Employer Contributions Not in Wage Package - ST Hours		$0.41	$0.41
Total Employer Contributions Not in Wage Package - 1.5X Hours		$0.56	$0.56
Total Employer Contributions Not in Wage Package - 2X Hours		$0.71	$0.71

Employee Deductions	May 18, 2025		May 3, 2026	
	Hourly Dues	CIRP	Hourly Dues	CIRP
	E	W	E	W
General Foreperson	4.25% of Gross Earnings	$0.04	4.25% of Gross Earnings	$0.04
Foreperson		$0.04		$0.04
Journeyperson		**$0.04**		**$0.04**
Level 5 - 5th 1000 Hours		$0.04		$0.04
Level 4 - 4th 1000 Hours		$0.04		$0.04
Level 3 - 3rd 1000 Hours		$0.04		$0.04
Level 2 - 2nd 1000 Hours		$0.04		$0.04
Level 1 - 1st 1000 Hours		$0.04		$0.04
Pre Apprentice		$0.04		$0.04
Monthly Dues	TBD		TBD	

E indicates "Hours Earned" and W indicates "Hours Worked"

Breakdown of Monetary Package		May 2, 2027				
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions	Total Wage Package	Total Cost
General Foreperson	118%	$69.16	$8.30	$12.92	$90.38	$90.79
Foreperson	113%	$66.23	$7.95	$12.92	$87.10	$87.51
Journeyperson	**100%**	**$58.61**	**$7.03**	**$12.92**	**$78.56**	**$78.97**
Level 5 - 5th 1000 Hours	90%	$52.75	$6.33	$12.92	$72.00	$72.41
Level 4 - 4th 1000 Hours	83%	$48.65	$5.84	$12.92	$67.41	$67.82
Level 3 - 3rd 1000 Hours	75%	$43.96	$5.28	$12.92	$62.16	$62.57
Level 2 - 2nd 1000 Hours	69%	$40.44	$4.85	$12.92	$58.21	$58.62
Level 1 - 1st 1000 Hours	63%	$36.92	$4.43	$12.92	$54.27	$54.68
Pre Apprentice	55%	$32.24	$3.87	$12.92	$49.03	$49.44

Funds		May 2, 2027
Boilermaker Lodge 359 Health & Welfare Fund	E	$3.64
Boilermaker Lodge 359 Pension Trust Fund	E	$8.00
Boilermaker Lodge 359 Apprenticeship & Trade Advancement Fund	E	$0.70
NTTF		n/a
IBB Advantage Fund	E	$0.27
Western Canada Boilermaker Advantage	E	$0.02
Helmets to Hardhats	E	$0.01
Boilermaker Lodge 359 Education and Promotion Fund	E	$0.22
Jurisdictional Assignment Plan (JAplan)	W	$0.01
Construction Industry Rehabilitation Plan (CIRP)	W	$0.04
BCD&A Drug & Alcohol Program Society (D&A Society)	W	$0.01
* Total Employer Contributions - Straight Time Hours		$12.92
Total Employer Contributions - 1.5X Overtime Hours		$19.35
Total Employer Contributions - 2X Overtime Hours		$25.78

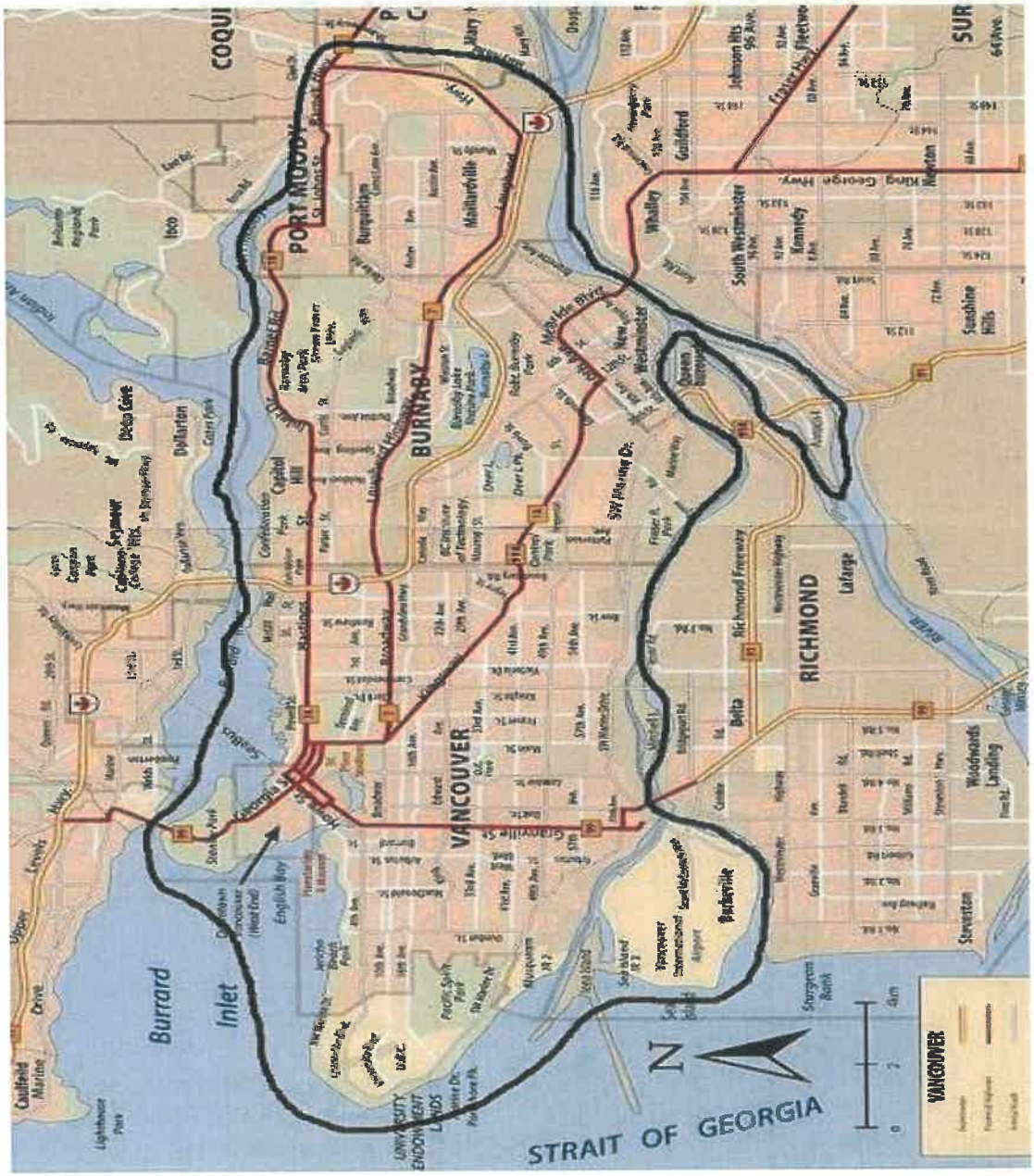
Employer Contributions Not in Wage Package		May 2, 2027
Management Administration & Workforce Planning	W	n/a
Contract Administration Fund	W	$0.11
Job Ready Dispatch Program	E	$0.30
Total Employer Contributions Not in Wage Package - ST Hours		$0.41
Total Employer Contributions Not in Wage Package - 1.5X Hours		$0.56
Total Employer Contributions Not in Wage Package - 2X Hours		$0.71

Employee Deductions	May 2, 2027	
	Hourly Dues	CIRP
	E	W
General Foreperson	4.25% of Gross Earnings	$0.04
Foreperson		$0.04
Journeyperson		**$0.04**
Level 5 - 5th 1000 Hours		$0.04
Level 4 - 4th 1000 Hours		$0.04
Level 3 - 3rd 1000 Hours		$0.04
Level 2 - 2nd 1000 Hours		$0.04
Level 1 - 1st 1000 Hours		$0.04
Pre Apprentice		$0.04
Monthly Dues	TBD	

E indicates "Hours Earned" and W indicates "Hours Worked"

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.	4 Hours

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.	4 Hours

Total Worked = 8 Hours
Pay = 8 Hours Regular Rate plus
8 Hours of 2nd 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

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.	3.5 Hours

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	3.5 Hours

Total Worked = 7.5 Hours
Pay = 7.5 Hours Regular Rate plus
7.5 Hours of 2nd 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.	3.5 Hours

Total Worked = 7.5 Hours
Pay = 7.5 Hours Regular Rate plus
7.5 Hours of 3rd 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

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.	4.5 Hours

Total Worked	=	9.0 Hours
Pay	=	8 Hours Regular Rate plus 1 Hour at 1½ 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.	4.5 Hours

Total Worked	=	9.0 Hours
Pay	=	8 Hours Regular Rate plus 1 Hour at 1½ times Regular Rate plus 9 Hours of 2nd 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

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.	5 Hours

Total Worked	=	10 Hours
Pay	=	8 Hours Regular Rate plus 2 Hours at 1½ times Regular Rate

Night Shift – (2nd Shift)

6:30 p.m.	–	11:30 p.m.	5 Hours
11:30 p.m.	–	12:00 Midnight	Lunch
Midnight	–	5:00 a.m.	5 Hours

Total Worked	=	10 Hours
Pay	=	8 Hours Regular Rate plus 2 Hours at 1½ times Regular Rate plus 10 Hours of 2nd 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

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.	1 Hour

Total Worked = 11 Hours
Pay = 8.5 Hours Regular Rate
plus 2 Hours at 1½ 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.	1 Hour

Total Worked = 11 Hours
Pay = 8.5 Hours Regular Rate
plus 2 Hours at 1½ times Regular Rate
plus 1 Hour at 2 times Regular Rate
plus 11 Hours of 2nd 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"

CALENDAR OF HOLIDAYS

1. 2025

General Holiday	Actual Date	Observed Date
New Year's Day	Wednesday, Jan. 1st	Wednesday, Jan. 1st
Family Day	Monday, Feb. 17th	Monday, Feb. 17th
Good Friday	Friday, Apr. 18th	Friday, Apr. 18th
Easter Monday	Monday Apr. 21st	Monday Apr. 21st
Victoria Day	Monday, May 19th	Monday, May 19th
Canada Day	Tuesday, July 1st	Tuesday, July 1st
Friday preceding BC Day	Friday, Aug. 1st	Friday, Aug. 1st
BC Day	Monday, Aug. 4th	Monday, Aug. 4th
Friday preceding Labour Day	Friday, Aug. 29th	Friday, Aug. 29th
Labour Day	Monday, Sept. 1st	Monday, Sept. 1st
National Day for Truth and Reconciliation	Tuesday, Sept. 30th	Tuesday, Sept. 30th
Thanksgiving Day	Monday, Oct. 13th	Monday, Oct. 13th
Remembrance Day	Tuesday, Nov. 11th	Tuesday, Nov. 11th
Christmas Day	Thursday, Dec. 25th	Thursday, Dec. 25th
Boxing Day	Friday, Dec. 26th	Friday, Dec. 26th

2. 2026

General Holiday	Actual Date	Observed Date
New Year's Day	Thursday, Jan. 1st	Thursday, Jan. 1st
Family Day	Monday, Feb. 16th	Monday, Feb. 16th
Good Friday	Friday, Apr. 3rd	Friday, Apr. 3rd
Easter Monday	Monday, Apr. 6th	Monday Apr. 6th
Victoria Day	Monday, May 18th	Monday, May 18th
Canada Day	Wednesday, July 1st	Wednesday, July 1st
Friday prior to BC Day	Friday, July 31st	Friday, July 31st
BC Day	Monday, Aug. 3rd	Monday, Aug. 3rd
Friday prior to Labour Day	Friday, Sept. 4th	Friday, Sept. 4th
Labour Day	Monday, Sept. 7th	Monday, Sept. 7th
National Day for Truth and Reconciliation	Wednesday, Sept. 30th	Wednesday, Sept. 30th
Thanksgiving Day	Monday, Oct. 12th	Monday, Oct. 12th
Remembrance Day	Wednesday, Nov. 11th	Wednesday, Nov. 11th
Christmas Day	Friday, Dec. 25th	Friday, Dec. 25th
Boxing Day	Saturday, Dec. 26th	Monday, Dec. 28th

3. 2027

General Holiday	Actual Date	Observed Date
New Year's Day	Friday, Jan. 1st	Friday, Jan. 1st
Family Day	Monday, Feb. 15th	Monday, Feb. 15th
Good Friday	Friday, Mar. 26th	Friday, Mar. 26th
Easter Monday	Monday, Mar. 29th	Monday, Mar. 29th
Victoria Day	Monday, May 24th	Monday, May 24th
Canada Day	Thursday, July 1st	Thursday, July 1st
Friday preceding BC Day	Friday, July 30th	Friday, July 30th
BC Day	Monday, Aug. 2nd	Monday, Aug. 2nd
Friday preceding Labour Day	Friday, Sept. 3rd	Friday, Sept. 3rd
Labour Day	Monday, Sept. 6th	Monday, Sept. 6th
National Day for Truth and Reconciliation	Thursday, Sept. 30th	Thursday, Sept. 30th
Thanksgiving Day	Monday, Oct. 11th	Monday, Oct. 11th
Remembrance Day	Thursday, Nov. 11th	Thursday, Nov. 11th
Christmas Day	Saturday, Dec. 25th	Monday, Dec. 27th
Boxing Day	Sunday, Dec. 26th	Tuesday, Dec. 28th

4. 2028

General Holiday	Actual Date	Observed Date
New Year's Day	Saturday, Jan. 1st	Monday, Jan. 3rd
Family Day	Monday, Feb. 21st	Monday, Feb. 21st
Good Friday	Friday, Apr. 14th	Friday, Apr. 14th
Easter Monday	Monday, Apr. 17th	Monday, Apr. 17th
Victoria Day	Monday, May 22nd	Monday, May 22nd
Canada Day	Saturday, July 1st	Monday, July 3rd
Friday prior to BC Day	Friday, Aug. 4th	Friday, Aug. 4th
BC Day	Monday, Aug. 7th	Monday, Aug. 7th
Friday prior to Labour Day	Friday, Sept. 1st	Friday, Sept. 1st
Labour Day	Monday, Sept. 4th	Monday, Sept. 4th
National Day for Truth and Reconciliation	Saturday, Sept. 30th	Monday, Oct. 2nd
Thanksgiving Day	Monday, Oct. 9th	Monday, Oct. 9th
Remembrance Day	Saturday, Nov. 11th	Monday, Nov. 13th
Christmas Day	Monday, Dec. 25th	Monday, Dec. 25th
Boxing Day	Tuesday, Dec. 26th	Tuesday, Dec. 26th

APPENDIX "E"

LIST OF SIGNATORY CONTRACTORS

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

Effective January 3, 2025, the following employers have authorized CLR to bargain a renewal Collective Agreement with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge 359 and to sign such Agreement on their behalf.

1. CIMS Limited Partnership
2. Geo-Tech Industries Inc.
3. West Kootenay Mechanical (2001) Ltd.