

This is a summary of the changes in the Tentative Overall Memorandum of Settlement (OMS) and the Boilermaker Trade Level Memorandum of Agreement, which is included in this document below. The OMS shall apply effective the first Sunday following date of ratification. **The Bargaining Council is recommending acceptance of the tentative agreement.**

- Term – 3 years from the date of ratification to April 30, 2029.
- Wage Increases:
  - o 1<sup>st</sup> Year = 3.5% (Effective 1<sup>st</sup> Sunday following the date of ratification)
  - o 2<sup>nd</sup> Year = 3.75%
  - o 3<sup>rd</sup> Year = 3.75%
- Increase the Living Out Allowance and Room + Meal amount based on the following:
  - o Effective 1<sup>st</sup> Sunday following the date of ratification  
increase LOA to \$240 and Room + Meal to \$97.00
  - o Effective May 2, 2027 increase LOA to \$260 and Room + Meal to \$100.00
  - o Effective April 30, 2028, No Increase. Remains at \$260 and Room + Meal \$100.00
- **Article 7.00** – Amend current working condition language to include suitable heated and air conditioned lunchroom with microwaves, refrigerators, drinking water along with flush toilets and wash up facilities.
- **Article 7.03** – Add New paragraph regarding maintenance/shutdowns with unusual site conditions, the employer will provide rubber boots, rainproof clothing and gloves.
- **Article 7.09** -- Amended language around the employer requesting to use employee's personal cell phone for work purposes with paid allowances.
- **Article 8.01** – Amended to reflect a monetary penalty for employers unable to return a welders log book and were the welder cannot accept a dispatch due to not having their log book with a penalty of \$20/day to a maximum of \$140
- **Article 14.10** -- Increase Emergency call out from \$200 to \$250 for Vancouver Free Zone, and \$300 to \$350 for remaining areas. Amend language to allow company to ask for welder qualifications required for emergency call out only. Also establishes shift start times and OT rates for 1<sup>st</sup> shift of an emergency callout.
- **Article 17.03** -- Added language to include Remembrance Day, that no employee will be required to work.
- **Article 18.09** – Add new workplace injury language.
- **Article 20.03** – Added new language regarding company supplied changes in accommodation outside of working hours, employee will be paid two (2) hours straight time to make such a move.
- **Article 20.03** -- Added new language that at time of dispatch, members must inform the dispatcher whether utilizing LOA or Room + Meal and whether using company supplied transportation or their own transportation.
- **Article 20.04(a)** – Increase the weekend checkout amount from \$15.00 to \$40.00
- **Article 22.02** -- A Letter of Understanding (LOU) to suspend contributions to the Jurisdictional Assignment Plan (JAP) for the term of this Agreement.
- **Added** - Language regarding a members right to Union representation.
- **Added** - New parking article that covers part of the free zone for commercial/institutional projects.
- **Added** - New language regarding retention of employees workplace records to protect employee privacy.

(\*Any discrepancies between this summary page and the OMS, the OMS will take precedence.)

**INDUSTRY BARGAINING PROTOCOL  
2026 BARGAINING  
OVERALL MEMORANDUM OF SETTLEMENT**

**BY AND BETWEEN:**

**Bargaining Council of British Columbia Building Trade Unions**  
On its own behalf, and on behalf of its constituent member Unions.

("BCBCBTU")

**AND:**

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

\*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this Trade Level Memorandum of Agreement on their behalf and those members added from time to time by notice given to the BCBCBTU.

\*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR  
As interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164

("CLR")

**RE:**

**Attached List of Trade Level Memorandums of Agreement**  
(the "TLMOAs")

**Governing Changes to the Respective Standard Craft Collective Agreements**  
(the "Agreements")

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BCBCBTU and CLR (the "Parties") agree that this Overall Memorandum of Settlement ("OMS") for the 2026 round of industry bargaining ("2026 Bargaining"), and all TLMOAs concluded by CLR and the constituent members of BCBCBTU in accordance with the July 18, 2025 Industry Bargaining Protocol (the "Protocol") will be put to ratification by the Parties

**A. OMS Settlement Terms**

1. The OMS shall apply effective the first Sunday following date of ratification except where otherwise noted.
2. The Parties will recommend ratification of the OMS.
3. Each party shall commence their ratification process no later than fifteen (15) days following the signing of this OMS. Each party will notify the other whether ratification was successful within twenty-four (24) hours of their ratification process concluding.

CLR and BCBCBTU 2026 Industry Negotiations  
Overall Memorandum of Settlement (cont'd)

4. All Trade Level negotiations shall be completed no later than May 7, 2026.
5. Where an Agreement contains a provision that is clearly superior to a term agreed to in the OMS the existing Agreement provision for the affected Union may be retained.
6. All changes included in this OMS will be made to each of the Agreements as outlined in this OMS.
7. **Term**

The term of the new Agreements will be three (3) years from May 1, 2026 to April 30, 2029.

8. **Wages**

Effective the dates indicated below, the total monetary package for the Journey person (or equivalent) will be increased by an amount equal to the specified percentage of the Wage Rate in effect prior to the date of increase. The Union retains the right to distribute these increases between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly. In recognition of the requirement to keep the total package for the UBCJA and CMAW Craft Carpenters comparable both Unions will receive the increase calculated using the UBCJA wage rate.

- (a) Effective the 1<sup>st</sup> Sunday following the date of ratification – three and one-half percent (3.50%).
- (b) Effective May 2, 2027 – three and three-quarters percent (3.75%)
- (c) Effective April 30, 2028 – three and three-quarters percent (3.75%)

9. **Living Out Allowance and Room + Meal** (all Agreements which include an LOA and/or Room + Meal amount)

Increase the Living Out Allowance and Room + Meal Amount in each Agreement based on the following:

- (a) Effective the 1<sup>st</sup> Sunday following Date of Ratification  
LOA – \$240.00  
Room + Meal – \$97.00
- (b) Effective May 2, 2027  
LOA – \$260.00  
Room + Meal – \$100.00
- (c) Effective April 30, 2028  
LOA – \$260.00  
Room + Meal – \$100.00

10. **Jurisdictional Assignment Plan** (all Agreements)

A Letter of Understanding will be appended to each Agreement to suspend contributions to the Jurisdictional Assignment Plan for the term of the Agreement.

**11. Minimum Days to Establish a Shift (all Agreements)**

The following language will be added to all Agreements that do not already include a similar provision:

If a shift is not established, all hours are paid two times (2X) the straight time hourly wage rate.

**12. Weekend Checkout (all Agreements)**

Increase the weekend checkout amount to forty dollars (\$40.00).

**13. Overtime (all Agreements)**

Amend the Ironworker and Millwright agreements to provide the Employer option of an overtime meal allowance of thirty dollars (\$30.00) in lieu of a hot meal.

**14. Union Representation (all Agreements)**

The following language will be added to all Agreements that do not already include a similar provision:

An employee has the right to have a Union representative present either in person or via telephone/online at any meeting where disciplinary action is being taken. The employee and a Union representative will be advised in advance of the meeting if such is the case. Where the employee elects to not have a Union representative present, the absence of a Union representative shall not, on its own, affect the Employer's right to discipline the employee.

If during an investigation meeting the Employer believes that discipline may result from the investigation, the meeting will cease and the employee will be given access to a Union Representative.

**15. Statutory Holidays (all Agreements)**

Replace the language regarding work on Labour Day in each Agreement with the following:

Any holiday falling on a Saturday or Sunday shall be observed the following workday(s). No employee shall be required to work on Labour Day and/or Remembrance Day except for the preservation of life or property.

**16. Parking**

The following does not apply to any agreement that has a separate inside the lower mainland rate of pay. The following provision will be added to all other Agreements.

On any commercial/institutional project in downtown Vancouver (the area bounded by Quebec St on the east, False Creek to the south and Burrard Inlet to the north), UBC or in the City of Victoria, the Employer will pay a daily parking amount on the following basis.

- (a) Seventy-five cents (\$0.75) per hour worked to a maximum of six dollars (\$6.00) per day.
- (b) The Employer reserves the right to require presentation of receipts prior to making this payment to an employee.
- (c) This payment will not be made where adequate free parking is available or on any project where parking is provided by either the Employer or the client.
- (d) Where this parking premium is paid the Metro Travel premium will not be paid. Where the Metro Travel premium is higher than this parking amount this parking amount will not apply.

**17. Construction Camp Rules and Regulations (all Agreements)**

The Parties agree that the renewal of the BC Construction Camp Rules and Regulations will be negotiated between CLR and BCBCBTU and once the new agreement is in place, all Agreements will be amended to reflect the new Rules and Regulations rather than the current document.

**18. Change in Accommodation (all Agreements)**

Add the following new provision to each Agreement.

Where an employee is living in accommodation provided by the Employer and is required by the Employer or the accommodation provider to change rooms outside of working hours, the employee will be paid two (2) hours at straight time to make such move. The Employer reserves the right to have the employee move during working hours in lieu of making this payment.

**19. Workplace Injury (all Agreements)**

The following language will be added to all Agreements that do not already include a similar provision:

In the event an employee suffers a workplace injury which requires treatment at a location other than the workplace, the Employer will ensure that the employee is transported to the treatment location in a manner appropriate to the nature of the injury. In addition, the Employer is responsible to return the employee either to the workplace to collect their personal vehicle or to their accommodation (home if working

in town or current accommodation if working out of town) at the conclusion of the medical treatment. The Employee will be paid until the end of their scheduled shift.

**20. Automated External Defibrillator**

While not to be included in the Agreements, the Parties agree to work together to increase the availability of AED devices on all worksites. This will include discussions with WorkSafeBC and project owners where appropriate.

**21. Retention of Workplace Records (all Agreements)**

The following language will be added to all Agreements that do not already include a similar provision:

The Employer will retain all records relating to employment of its employees and payroll in accordance with the requirements of applicable legislation including, but not limited to, the *BC Employment Standards Act*, the *Personal Information Protections Act*, the *Freedom of Information and Protection of Privacy Act*, and Canada Revenue Agency guidelines. In order to protect employee privacy where maintenance of records is no longer required, they will be removed from the Employer's active systems. In the event the Employer's system is breached and identifiable personal information is released, the affected individuals will be notified as quickly as possible. Upon request, the Employer will provide a copy of their privacy policy to the Union.

**22. Working Conditions**

The following language will be amended in all Agreements to reflect the following principles:

The Employer shall provide a suitable heated (and air conditioned in summer months) lunchroom, vented where practical, and facilities for employees to change and dry clothing. The lunchroom shall not be used as a place to store tools, equipment and/or materials. The Employer shall provide a Notice Board for the Union to post information. The Employer shall provide microwave(s) and refrigerator(s) appropriate for the size of crew.

Where there is no running water available, cool drinking water in approved sanitary containers shall be provide. Paper cups will be supplied.

The Employer shall supply clean flush toiles, wash up facilities with hot and cold running water, soap, and hand cleaner in accordance with the OHS Regulations.

In the event that proper toilet facilities as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

**23. Housekeeping**

(a) Amend each Agreement as required to make the language gender neutral.

CLR and BCBCBTU 2026 Industry Negotiations  
Overall Memorandum of Settlement (cont'd)

Dated this 29<sup>th</sup> day of April, 2026

Dated this 29<sup>th</sup> day of April, 2026

Signed on behalf of:

Construction Labour Relations Association of BC

Bargaining Council of British Columbia Building  
Trade Unions



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CLR and BCBCBTU 2026 Industry Negotiations  
Overall Memorandum of Settlement (cont'd)

\_\_\_\_\_   
\_\_\_\_\_ *Pete Hays*  
\_\_\_\_\_ *J. O. [unclear]*  
(120)

April 29, 2026

**Boilermakers Lodge 359**  
**2026 Industry Bargaining Protocol Trade Level Memorandum of Agreement**

**BY AND BETWEEN:**

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

(the “Union”)

**AND:**

**Construction Labour Relations Association of B.C. (“CLR”)**

\*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this  
Trade Level Memorandum of Agreement on their behalf and those members added from time to time  
by notice given to the BCBCBTU

\*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR

(the “Employer”)

(collectively “the Parties”)

**RE: Boilermakers Lodge 359 Standard Agreement**

(the “Agreement”)

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The Parties agree that this Trade Level Memorandum of Agreement (“TLMOA”), in conjunction with all other TLMOAs concluded by CLR and the constituent members of the Bargaining Council of BC Building Trade Unions (“BCBCBTU”) in accordance with the July 18, 2025 Industry Bargaining Protocol (the “Protocol”), will form the basis of the final Overall Memorandum of Settlement (“OMS”) for the 2026 round of industry bargaining (“2026 Bargaining”) to be put to ratification by CLR and the BCBCBTU.

**A. TLMOA Settlement Terms**

1. The provisions of this TLMOA and the OMS shall apply and shall replace any contrary provisions in the 2023 – 2026 Collective Agreement and ancillary Agreement documents.
2. All provisions of the 2023 – 2026 Agreement, and ancillary Agreement documents not specifically amended by either this TLMOA or the OMS shall remain in full force and effect.
3. This TLMOA shall be enabled into place on the effective date of the OMS.
4. **Article 7 – Working Conditions, Safety Measures, Health and Sanitation**
  - (a) Amend the existing paragraph under Article 7.09 to be paragraph (a), move the existing Article 7.10 into Article 7.09 as a new paragraph (b) and add a new paragraph (c) to Article 7.09 to read as follows.

(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 and/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.

(b) Add the following new paragraph to Article 7.03.

When necessary on maintenance/shutdown projects due to unusual site or environmental conditions the Employer shall supply the employee with rubber boots, rainproof clothing and gloves.

## 5. Article 8 – Welding Tests

Amend Article 8.01 to read as follows.

**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 and/or a Welders Log Book, who is required to take a Provincial Government test, shall be paid for the time required to take the test, including materials and inspector fees.

## 6. Article 14 – Hours of Work

Amend Article 14.10 to read as follows.

### 14.10 Emergency Repair Call-Out:

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

For jobsites in the Vancouver Free Zone & Port Moody:	\$250.00
For all other jobsites:	\$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.

## **7. Article 20 – Subsistence**

a) Amend Article 20.03(e)(i) to read as follows:

(i) On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee. 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 Boilermakers Lodge 359 to ensure all transportation needs are met.

b) Add the following new paragraph to Article 20.03(b).

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.

## **8. Housekeeping**

a) Move Article 4.06 to be a new paragraph (c) under Article 4.07 and renumber the balance of Article 4 accordingly.

b) Retitle Article 7.07 to “Accommodated Workers”.

c) Any other changes mutually agreed by the Parties during the drafting of the new Collective Agreement.

## **B. Ratification and Preparation of Revised Agreements**

1. The Parties shall endorse and recommend acceptance of this TLMOA throughout the CLR and BCBCBTU ratification process for the OMS.
2. Subsequent to the ratification of the OMS, all appropriate changes shall be made to the Agreement to reflect the terms provided for within this TLMOA.

2026 Trade Level Memorandum of Agreement  
Boilermakers Lodge 359 Standard Agreement

**C. Signatures of Parties**



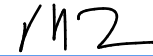
Dated this 6th day of May, 2026

Dated this 6th day of May, 2026

Signed on behalf of:

Construction Labour Relations Association of BC

Boilermakers Lodge 359

  
Dave French (May 6, 2026 12:33:47 CDT)  
Jeremy Kwok (May 6, 2026 10:48:03 PDT)Michael Fownes (May 6, 2026 20:29:16 MDT)Martin Hertweck (May 6, 2026 10:56:58 PDT)

**LIST OF SIGNATORY EMPLOYERS \***

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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 November 3, 2025 the following employers have authorized CLR to bargain a renewal Boilermakers Lodge 359 Standard 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. Alliance Engineering Works (1985) Ltd. | 9. Lockerbie & Hole Eastern Inc.              |
| 2. Brymark Installations Group Inc.       | 10. Mitchell Installations Ltd.               |
| 3. Cascade Mechanical Ltd.                | 11. Sunny Corner Enterprises Inc.             |
| 4. Clear Water Energy Services LP         | 12. Supreme Steel GP Corp (o/a Supreme Steel) |
| 5. Empire Iron Works Ltd.                 | 13. United Power Ltd.                         |
| 6. Farr Installations Ltd.                | 14. Waiward Industrial LP                     |
| 7. Fluor Constructors Canada Ltd.         | 15. Western Technical Installations Ltd.      |
| 8. Kitimat Iron & Metal Works Ltd.        |   |

\* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above list of Signatory Employers.











# Boilermakers Lodge 359 Standard Agreement - TLMOA - 2026 - For Signing

Final Audit Report

2026-05-07


Created:	2026-05-06
By:	Paul Strangway (pauls@clra-bc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAovGMYvjCBK-smA2NgKR8DPRnL5strmPo

## "Boilermakers Lodge 359 Standard Agreement - TLMOA - 2026 - For Signing" History

-  Document created by Paul Strangway (pauls@clra-bc.com)  
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-  Document emailed to Dave French (dfrench@boilermakers359.org) for signature  
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-  Document emailed to Jeremy Kwok (jkwok@boilermakers359.org) for signature  
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-  Document emailed to Martin Hertweck (mhertweck@boilermakers359.org) for signature  
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-  Document emailed to Lyle Norman (lylen@clra-bc.com) for signature  
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-  Document emailed to Michael Fownes (michael.fownes@fluorconstructors.com) for signature  
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-  Email viewed by Martin Hertweck (mhertweck@boilermakers359.org)  
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 Document e-signed by Martin Hertweck (mhertweck@boilermakers359.org)


Signature Date: 2026-05-06 - 5:56:58 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Email viewed by Michael Fownes (michael.fownes@flurconstructors.com)

2026-05-07 - 2:28:41 AM GMT

 Document e-signed by Michael Fownes (michael.fownes@flurconstructors.com)

Signature Date: 2026-05-07 - 2:29:16 AM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Document e-signed by Paul Strangway (pauls@clra-bc.com)

Signature Date: 2026-05-07 - 4:10:23 AM GMT - Time Source: server - Signature Appearance Selected: IMAGE

 Agreement completed.

2026-05-07 - 4:10:23 AM GMT