

MEMORANDUM OF AGREEMENT

BETWEEN

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS  
(AFL/CIO/CLC)

FOR AND ON BEHALF OF BOILERMAKER LOCAL 203  
(HEREINAFTER REFERRED TO AS THE "UNION")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NEWFOUNDLAND  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

Subject to ratification procedures by both Parties, it is agreed that the following is to serve as the subject matter of a new collective agreement effective June 17, 2007 for the Province of Newfoundland and Labrador, which shall be incorporated in the Boilermaker Multi Provincial Construction Agreement. ***The changes shall only become effective for all new work bid on the first Sunday after the formal ratification by the CLRA and signing of such agreements by the related parties.***

**MASTER PORTION ONLY**

**ARTICLE 3:00 MANAGEMENT RIGHTS**

***New Article:***

"3:08(f) Special additional provisions are applicable in the Province of Newfoundland & Labrador."

**ARTICLE 35:00 ENABLING CLAUSE**

***New Article:***

"35:02 Special additional provisions are applicable in the Province of Newfoundland & Labrador."

**APPENDIX "H"**

**ARTICLE 1:00 – PURPOSE**

***Amend Article 1:01 to read:***

"The Parties agree that the Memorandum of Agreement dated June 15, 2007 forms a part of this Agreement."

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**ARTICLE 3:00 MANAGEMENT RIGHTS**

**New article to read:**

“3:08 (a)

Notwithstanding Master Portion 3:08(c), on jobsites with multiple contracts, the Employer may name hire pursuant to Master Portion Article 3:08(a) and transfer between contracts pursuant to Master Portion 3:08(a).”

**ARTICLE 14:00 - HOURS OF WORK**

14:02 Compressed Work Week

***Replace current (c) with the following language:***

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

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

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

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

***14:05 - New Language***

***Replace current 14:05 with the following language:***

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

**ARTICLE 19:00 - TRAVELLING EXPENSES**

19:01 (a) ***Amend “80 road kilometers to 100 road kilometers”***

19:01 (a) and (b) ***Amend “16 road kilometers to 60 road kilometers”***

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***New 19:01 (d) to read:***

19:01

"(d) Local Residents living beyond 60 road kilometers of the project shall receive Employer supplied transportation from mutually agreed pick-up points or be paid the allowance described in Article 19:01(a) from the edge of the 60 road kilometer free zone around the project for each day worked or reported for work."

19:06 (i) ***Amend "30 calendar days" to "36 calendar days"***.

**ARTICLE 20:00 - SUBSISTENCE ALLOWANCE**

20:04 - Delete "***Except as provided in Article 20:05,***"

20:05 - Delete Article.

20:06 - Renumber to 20:05.

**ARTICLE 35:00 - ENABLING CLAUSE**

35:01 ***New Article to read:***

35:01 - **JOB TARGETING**

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

- (a) Article 14:00 Regular straight time hours of work Monday to Friday shall be fifty (50) hours.
- (b) Base Wages of all Employees shall be reduced by a minimum of 30%. Further reductions of wages by mutual consent only of the Union and Employer. Under no circumstances will the wage rate be below alternative contractor wage rates on the respective job being bid. (see note below)
- (c) Article 19:02/19:03 travel time is rescinded.
- (d) Article 19:02 rotational leaves (turnarounds) is rescinded.
- (e) All overtime except Sundays and Recognized Holidays shall be paid at time and one-half (1-1/2 x the regular rate).
- (f) That the Parties may grant further enabling pursuant to Article 35:01 of the Master Portion of the Collective Agreement.

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

The Parties may approach the Job Promotion Fund for further assistance, if required. **(For Memorandum of Agreement Only: The Trustees will have a conference call within 5 working days of the Union and B.C.A. receiving the properly completed Request for Funding forms, and Release documentation, to act upon any request.)**

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

**Wage and Benefit Schedule Amendments**

(a) Monetary Package Increase (Including Vacation and Statutory Holiday Pay)

May 1, 2006*	\$2.50
June 17, 2007	\$1.50
May 1, 2008	\$1.00
May 1, 2009	\$1.50
May 1, 2010	<u>\$1.50</u>
Total Package:	\$8.00

(b) Additional Monetary Item Increases:

(i) Supervisory Differentials (above Journeyman Rate)

Effective Date June 17, 2007

Assistant <u>Foreman</u>	<u>Foreman</u>	General <u>Foreman</u>
\$1.20	\$2.55	\$3.65

(ii) Subsistence Allowances:

<u>Effective Date</u>	<u>Increase</u>
May 1, 2006*	\$3.00
June 17, 2007	\$1.00
May 1, 2008	\$2.00
May 1, 2009	\$2.00
May 1, 2010	<u>\$2.00</u>
Total Package:	\$10.00

(ii) Mileage allowance: Article 19:02 replace “41 cents with 55 cents” effective June 17, 2007.

\* The changes shall only become effective for all new work bid on the first Sunday after the formal ratification by the CLRA and signing of such agreements by the related parties.

*Handwritten signatures and initials: mt, fw, gw, and others.*

(3) OTHER MATTERS AGREED TO

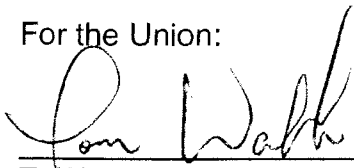
Article 32:02 – Implementation, Duration and Renewal of Agreement

Amend to read:


"This Appendix shall remain in force and effect until April 30, 2011 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement."

Dated this 15<sup>th</sup> day of June, 2007.

For the Union:

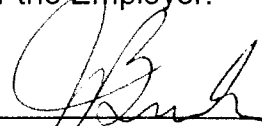
  
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T. Walsh

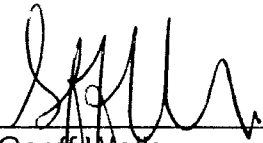
  
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E. W. Power

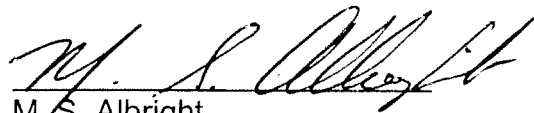
For the Employer:

  
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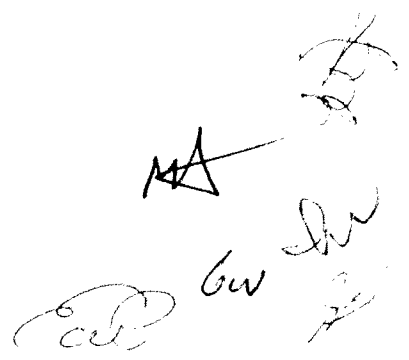
J. W. Brochu

  
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Geoff Wells

  
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M. S. Albright

  
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