



**APPENDIX "H"
NEWFOUNDLAND & LABRADOR**

ARTICLES OF AGREEMENT

by and between

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
(A.F.L.-C.I.O.-C.L.C.)**

(hereinafter referred to as the "Union")

and

**THE BOILERMAKER CONTRACTORS' ASSOCIATION OF NEWFOUNDLAND &
LABRADOR**

**(on behalf of each of its member companies
hereinafter referred to as the "Employer")**

Governing Wages and Working Conditions on all Field Construction Work

The Master Portion and Memorandum of Agreement forms part of this Agreement

**APPENDIX "H" : NEWFOUNDLAND
& LABRADOR
WAGE AND BENEFIT SCHEDULE (\$)**

Boilermakers, Welders, Blacksmiths, Fitters, Riggers,
General Foreman, Foreman, Assistant Foreman, Journeyman,
Apprentice, Helper

EFFECTIVE DATE	JUNE 17/07	MAY 1/08	MAY 1/09	MAY 1/10
GENERAL FOREMAN	28.25			
FOREMAN	27.15			
ASSISTANT FOREMAN	25.80			
JOURNEYMAN	24.60			
3RD YR. APPRENTICE	22.14			
2ND YR. APPRENTICE	18.45			
1ST YR. APPRENTICE	14.76			
HELPER	18.45			
		WAGE BREAKDOWN FOR 2008, 2009 AND 2010 INCREASES WILL BE DISTRIBUTED AT A LATER DATE. May 1, 2008 \$1.00 May 1, 2009 \$1.50 May 1, 2010 \$1.50		
VACATION PAY	8%	8%	8%	8%
STAT. HOL. PAY	4%	4%	4%	4%
HEALTH & WELFARE	2.25			
PENSION	3.75			
*JOB PROMOTION	1.00	1.00	1.00	1.00
EDUCATIONAL TRAINING	0.23			
APPRENTICESHIP	0.16			
ADMINISTRATION	0.45	0.45	0.45	0.45
NATIONAL TRAINING	0.28	0.28	0.28	0.28
BLDG. TRADES CONTR.	0.20			
AUDIOMETRIC TESTING	0.03	0.03	0.03	0.03
**BENEVOLENT FUND	0.12			
HOURS OF WORK	8	8	8	8
2ND SHIFT	1 1/5	1 1/5	1 1/5	1 1/5
3RD SHIFT	1 1/5	1 1/5	1 1/5	1 1/5
OVERTIME	2	2	2	2
SUBSISTENCE	\$57/CAL. DAY	\$59/CAL DAY	\$61/CAL DAY	\$63/CAL DAY

*NOTE: JOB PROMOTION FUND CONTRIBUTIONS TO BE REMITTED TOGETHER WITH PENSION, HEALTH & WELFARE, NATIONAL TRAINING, & ADMINISTRATION FUNDS TO: "BOILERMAKERS' NATIONAL BENEFIT FUNDS (CANADA)".

** BENEVOLENT FUND TO BE REMITTED DIRECTLY TO THE UNION.

ARTICLE 1:00 - PURPOSE

1:01

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

ARTICLE 3:00 - MANAGEMENT RIGHTS

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

14:01

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an 8 hour day, with one-half or one hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements or conditions. If the foregoing starting or quitting times are changed without mutual agreement, 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.

14:02 Compressed Work Week

- (a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (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.

14:03

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

14:04

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a re-assigned one-half hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half hour's pay at straight time rates which shall be in addition to his regular straight time hours.

14:05

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 15:00 - SHIFT WORK

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.

15:02

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 8:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

15:03

A shift premium shall apply on all hours worked on second and third shifts at the rates as set out in the Wage and Benefit Schedule at the beginning of this Appendix.

15:04

When an employee is required to return to work without an 8 hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

ARTICLE 16:00 - OVERTIME

16:01

- (a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays, or Recognized Holidays, he shall be paid overtime at double (2) time rates.
- (b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.
- (c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.

16:02

When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

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

ARTICLE 18:00 - WAITING AND REPORTING TIME

18:01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's pay (i.e. 8 hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19:02 shall govern.

18:02

When an employee is instructed to report for work, but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

- (a) If an employee is not placed to work, he shall be entitled to a minimum of two (2) hours' pay at the applicable rate of pay or the actual waiting time, whichever is greater, provided such employee consents, if requested, to perform available work not affected by the weather.
- (b) If an employee is placed to work, either initially or after a waiting period, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.
- (c) If an employee is required to stay beyond the regular lunch break period, he shall be entitled to a minimum of one (1) day's pay (i.e. 8 hours) at the applicable rate of pay.

The decision and instructions to start or cease waiting or working shall be made by the Employer. Any employee failing to comply with such decision or instruction shall not be entitled to the foregoing minimums.

18:03

In the event a lack of work is due to a situation under the control of the Employer, the following shall apply:

- (a) If an employee reports but is not placed to work, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at his option, be entitled to a layoff.
- (b) If an employee starts work and is then sent home by the Employer for lack of work, he shall be entitled to a minimum of four (4) hours' pay at the applicable rate of pay and if he is required to stay beyond the regular lunch break period, he shall be entitled to one (1) day's pay at the applicable rate of pay.

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 reporting or waiting time, such time shall include the regular shift premium when applicable.

18:06

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at his option, be entitled to a layoff.

18:07

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

18:08

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue his work, he shall be paid at the applicable rates for all hours worked up to the time of the accident, and shall also receive any other applicable daily allowances. If it is not a lost time accident, covered by Workmen's Compensation, he shall also be paid for the remaining unworked normal daily hours for that day, (i.e. 8 hours) at the applicable rate.

ARTICLE 19:00 - TRAVELLING EXPENSES

19:01

- (a) For projects within 100 road kilometers of the City Hall of St. John's all employees will receive a daily travel allowance, per day worked or reported, when the location of the job exceeds a 60 road kilometer free zone from the City Hall.

In such cases, the allowance shall be based on the one-way distance, in road kilometers from the edge of the free zone to the job, at a rate of one minute per kilometer, at the Journeyman's regular straight time rate. This allowance shall not exceed the daily subsistence allowance rate.

- (b) Employees on subsistence allowance (see Article 20:00) shall also be entitled to a daily travel allowance, per day worked or reported, when the location of the job exceeds 60 road kilometers from the City hall (or main post office where no City Hall) of the nearest city or town in which reasonable accommodation is available; or, in special cases, from such closer location of accommodation as the Business Manager and the Employer may mutually agree to.

In such cases, the allowance shall be based on the one-way distance, in road kilometers from the edge of the 60 kilometer free zone to the job, at a rate of one minute per kilometer, at the Journeyman's regular straight time rate. This allowance shall not exceed one-half of the daily subsistence allowance rate.

- (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.

19:02

When an employee is instructed to report to, or leaves a job location which necessitates transportation and travelling time, he shall be entitled to the transportation or travel expense, plus travelling time at the regular rate, not exceeding 8 hours per day for such travelling time.

If location and circumstances require the employee to travel overnight or on the day(s) preceding his first working day, the travel expense shall also include a subsistence allowance in accordance with Article 20:00 of this Agreement for such preceding day(s); except when travel is by train in which case he shall receive berth and meals when necessary.

Transportation costs and travelling time will normally be based on an available and appropriate mode of public transportation. If there is no available mode, or if an employee is specifically instructed and consents to drive his own automobile, he shall receive transportation cost at 55 cents per kilometer (road), plus travel time, when applicable, calculated at 80 kilometers per hour, each way.

When an employee leaves a job on which he has been entitled to subsistence allowance, his return travel expense shall also include a subsistence allowance in accordance with Article 20:00 of this Agreement for the following day.

Payment of subsistence allowance for any preceding or following days as outlined in the foregoing paragraphs shall supersede, and not be in addition to, any subsistence allowance for those days as may be otherwise prescribed in Article 20:00.

The employee's entitlement to the foregoing travel expense and travelling time, when applicable, shall be subject to the conditions in Articles 19:03 to 19:06 inclusive.

19:03

- (a) An employee shall qualify for travelling time and travel expense one way, from point of hiring to the job, on the completion of 15 calendar days employment, and shall receive payment for such time and expense on the pay day corresponding to the pay period during which he qualified.
- (b) An employee shall qualify for return travelling time and travel expense, from the job to the point of hiring, on the completion of 30 calendar days employment and shall receive payment for such time and expense on the pay day corresponding to the pay period during which he qualified.
- (c) An employee shall also be entitled to return travel expenses and travel time:
 - (i) if he has been laid off;
 - (ii) if the job has been completed;
 - (iii) if he has been granted permission by the Employer to leave before completion.

19:04

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

19:05

After qualifying for return travelling time and transportation, if the employee voluntarily terminates his employment he will not be entitled to qualify for travelling time and transportation for any subsequent trips to that job unless at least 15 working days have expired between his terminating and his return, except in special cases satisfactory to the Union and the Employer.

19:06

On jobs located over 400 kilometers by road from the City Hall of St. John's, all employees receiving subsistence allowance or camp accommodation, shall be entitled to short term trips from the jobsite with fare paid by the Employer as follows:

- (i) The employee shall qualify for one return trip away from the jobsite for each 36 calendar days he is at the jobsite.
- (ii) For each such trip taken, the Employer shall provide return transportation at no cost to the employee, or pay his return fare, to the City of St. John's. Mode of transportation or determination of fare shall be on the same basis as established under Article 19:02.
- (iii) If an employee is unable or does not wish to take such trip immediately on qualifying, he may take it later, and any days on the jobsite in excess of 36 may be credited toward the establishment of subsequent 36 day periods and trip qualifications; provided that in any event such trips shall not be taken in intervals of less than 20 days.
- (iv) Not more than 25% of the employees on the job shall be away on such trips at any one time.
- (v) The employee shall not be away from the jobsite for more than 5 working days (not counting Saturday, Sunday, or Holidays) nor more than 9 calendar days, whichever is less, otherwise he shall be considered to have terminated his employment and Article 19:03(b) shall apply.

- (vi) If such employee(s) elect not to take this rotation expense they shall not be entitled to the equivalent of transportation expense. (The foregoing may be altered by mutual agreement between the Employer and the Business Manager.)

Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in this Article 19:06 are separate from those in Article 19:02 to 19:05 covering the initial and final transportation and travel time.

19:07

An employee shall have the right to refuse a transfer from one job to another, if he has worked until the completion of the job to which he was originally assigned.

ARTICLE 20:00 - SUBSISTENCE ALLOWANCE

20:01

Employees who are members of the Local Lodge and who are working on projects in that Lodge area, shall receive a subsistence allowance under the following circumstance:

Subsistence shall not be paid to any employee for work in, or within daily commuting distance (as defined and paid under Article 19:00) of the City in which the Union maintains the Local Lodge office (St.John's). All employees shall receive subsistence on all other job locations.

20:02

For employees supplied or obtained from other sources, entitlement to subsistence allowance shall be as follows:

- (a) When a travel card member has deposited his card in another Lodge area, and has solicited work from that Lodge List or an Out-of-Work List, he shall be considered to be a resident of that List area and shall be entitled to subsistence and travel time, or otherwise, on that basis.
- (b) In other cases, where the Union supplies men from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence.
- (c) Where the Employer obtains or supplies men from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence is to be paid; provided however that subsistence shall not be paid to any such employee unless he is required to maintain temporary living quarters away from his permanent residence.

20:03

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule at the beginning of this Appendix.

20:04

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided. There shall be no charge to employees for use of washers and dryers provided on camp jobs.

20:05

Subject to Articles 20:01 and 20:02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20:01 and 20:02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

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

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

ARTICLE 32:00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**32:02**

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.

ARTICLE 35:00 - ENABLING CLAUSE**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.

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