RECEIVED
JUN 04 2014

SHOP WORK AGREEMENT

ARTICLES OF AGREEMENT

GOVERNING

FOREMOST
LOCATED AT 8825 SHEPARD ROAD
CALGARY, ALBERTA
(Hereinafter referred to as the "Employer")

and

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS.
LOCAL 146, A.F. OF L., C.I.O.
& C.F.L.
(Hereinafter referred to as the "Union")

Effective: February 1st, 2014 to January 31st, 2016

TABLE OF CONTENTS

Article 1: Recognition, Scope & Purpose of Agreement	page	3
Article 2: Management Rights	page	3
Article 3: Responsibilities of Employees & Disciplinary Actions	page	3
Article 4: Union Security	page	4
Article 5: Hours of Work	page	5
Article 6: Shift Work	page	7
Article 7: Overtime	page	8
Article 8: Statutory Holidays	page	8
Article 9: Vacations	page	9
Article 10: Work Classification	page	10
Article 11: Working Conditions	page	11
Article 12: Breakdown and Call-Out	page	15
Article 13: Health & Welfare & Education Training Fund	page	15
Article 14: Wages, Benefits and Pay Day	page	16
Article 15: Seniority	page	16
Article 16: Shop Committee	page	19
Article 17: Grievance Machinery-Arbitration	page	19
Article 18: Savings Clause	page	20
Article 19: Union Label	page	21
Article 20: No Strikes or Lock-Outs	page	21
Article 21: Duration of Agreement	page	21
Article 22: Letter of Interpretation, Understanding and/or appendums, appendixes	page	21
Appendix "A": Wages, Employment Levels	page	22
Pension	page	23
Appendix "B" Health & Welfare	page	25
Letter of Understanding	page	28
Agreement Signature page	page	29

ARTICLE 1: RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

1:01 The Employer recognizes the Union as sole bargaining agent for all the production and maintenance employees in the performance of all fabrication and repair work in the Employer's shop.

1:02 The Union agrees to cooperate and assist in every legitimate way with the Employer to conduct a successful business. Also, the Union acknowledges this cooperation to include the Employer's continued commitment and pursuit to meet the minimum standards that the Employer is required to as per the industry.

1:03 This Agreement shall cover all hourly paid shop employees as listed under Appendix A (Wages) within the jurisdiction of Local 146 and shall pertain to no other.

1:04 All reference to the masculine gender in the Collective Agreement is intended to mean either masculine or feminine.

ARTICLE 2: MANAGEMENT RIGHTS

2:01 It is the Employer's right to operate and manage it's business in all respects in accordance with it's responsibilities and commitments. The location of the jobs, the choice of equipment, the schedules of manufacture and the methods and means of manufacture, are solely and exclusively the responsibility of the Employer.

2:02 The Employer has the right to make and alter from time to time the Company standards and requirements to align with industry standards. These are to be observed provided that they are not contrary to this Agreement. Company standards will be made available to all workers.

2:03 It is an exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, employees in the Bargaining unit, subject to the provisions of this Agreement.

2:04 Nothing in this Article shall be interpreted to prejudice the company's right to do business.

ARTICLE 3: RESPONSIBILITIES OF EMPLOYEES & DISCIPLINARY ACTIONS

3:01 The employee must accept reasonable responsibility for the tools furnished by the Employer, and must report loss, damage, and/or defect of these tools immediately to his supervisor.

3:02 Any employee found misusing and/or making unauthorized alterations to Employer tools will be subject to dismissal. Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools. The Employer shall provide adequate protection and storage for all tools taken out on any job or work.

3:03 When an employee exhibits continued absenteeism, lack of performance or minor infractions of the Company rules or standards, or industry requirements, the following steps shall be taken by the Shop Manager or his Assigned Assistant. Steps 2 and 3 shall be carried out in the presence of the Shop Steward.

STEP 1
A verbal warning shall be issued for a first (1st) infraction to the Employee in question. This warning will be documented on a verbal warning form and carried out by the Supervisor.

The Shop Steward will be informed of any verbal warnings given.

STEP 2
A written warning for a second (2nd) infraction shall be issued to the employee in question.

Six months following disciplinary action by the employer as per paragraph 1 the record of such disciplinary action will be removed from the employee's file provided there has been no disciplinary action of any kind taken by the employer with that employee in that six month period.

The record of any disciplinary action for safety infractions resulting in a suspension will stay in the employee's file, but will not be used after twelve (12) months for disciplinary action.

STEP 3
A third (3rd) infraction shall be cause for reprimand or dismissal.

3:04 Any employee being discharged will only be paid up to the time of discharge.

3:05 Under no circumstances shall this section over-ride Management's authority to dismiss or discipline any employee at any time in the case of proper cause.

3:06 The Employer has the right to forego Step 1 and Step 2 based on the severity of the infraction, with union representation.

ARTICLE 4: UNION SECURITY

4:01 The Employer agrees to employ only members in good standing with the Union, who will at all times assist the Employer to secure competent Boilermakers and Helpers. Should the Union find it impossible to secure the necessary Boilermakers and Helpers within

forty-eight (48) hours, the Employer may hire such Boilermakers and Helpers as are available.

4:02 The Employer shall deduct in accordance with the appropriate Section of the Alberta Labour Code, the amount of levies or dues as may be authorized by the Employee. Such dues shall be deducted from the first (1st) pay period of each month and forwarded to the International Brotherhood of Boilermakers Union, Local 146, 11055 - 48 Street S.E., Calgary, Alberta, T2C 1G8, before the fifteenth (15th) day of the following month.
All new employees and those recalled from lay-off must report to the Union office and sign the appropriate forms, also they must report to the Plant Manager or his designate who will direct the employee to the Shop Steward or a member of the Shop Committee, producing the Steward's copy of the job slip before going to work.

4:03 When shop employees are to be used on outside construction, the Union shall be notified by Management in advance of the start of the job. Shop employees shall receive rates and conditions as in the established Boilermaker Field Construction Agreement.

4:04 The Employer will provide a bulletin board. It shall be used for the posting of Union related documents. This bulletin board will be placed in a conspicuous location in the lunch room.

4:05 The Company agrees that all work coming within the jurisdiction of the Union shall be done by employees within the bargaining unit and that such work will not be contracted to any other party. All such work shall be done by these employees as part of their regular or overtime hourly paid work.

4:06 No employee excluded by the certification shall perform any work coming within the jurisdiction of this Agreement; however, it is a recognized function of the Employer to use technically certified personnel from time to time as the occasion warrants, to work together with those employees coming within the jurisdiction of this Agreement.

ARTICLE 5: HOURS OF WORK

5:01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

5:02 Eight and one-half (8-1/2) hours per day shall constitute a days work, from 6:00 a.m. to 3:00 p.m. A "Third Friday" is to be scheduled so that employees work fourteen (14) days at eight and one-half (8-1/2) hours with the fifteenth (15th) day off. When a "Third Friday" off coincides with a holiday listed in Article 8, the extra time accumulated may be used for time off between Christmas and New Years.

5:02(b) Afternoon and night shift schedule shall consist of ten (10) hours per day four (4) days per week. If overtime is scheduled on Friday, employees will be paid at the rate of time and one half (1½) for the first four (4) hours, double time (2X) for the next four (4) hours.

5:03 By notification in writing to the Business Manager or Representative, the Employer may alter starting and quitting times to suit job requirements or conditions.

5:04 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 (1/2) hour break.

5:05 The Employer shall schedule for all employees two (2) rest periods during their normal daily working hours and every two (2) hours when working overtime, including a break of ten (10) minutes prior to starting overtime, providing the overtime is two (2) hours or more. The first break will be fifteen (15) minutes and the second break shall be ten (10) minutes. The employees are allowed five (5) minutes for tool return and clean up at the end of each shift. Clean up is not to start until five (5) minutes before the end of shift.

5:06 Employees have a responsibility to the Company to be at work and capable of performing their duties on a regular basis for their full shift.

5:07 An employee shall be ready to immediately resume his/her duties at the commencement of the shift.

5:08 An employee who will not be at work on his normal shift due to illness or other reasons, must notify his foreman or supervisor before the start of his shift unless extenuating circumstances make it impossible to do so. Should a worker not be in a position to work due to a work related injury and/or illness, he must report to work, if feasible to do so, to complete the required Workers Compensation Board (WCB) Report.

5:09 All jobs over two (2) months duration and/or Apprenticeships that become vacant, must be posted by the Employer in the Shop and the opportunity given to the employees before any new employee will be selected from outside the shop. Prior to the Company selecting an applicant under the above procedure, it will discuss the proposed selection with the Shop Committee.

5:10 Any Welder that is new to the Company, shall upon successful completion of qualification test, be paid for the test time up to a maximum of four (4) hours provided he passes the "fitness for work" medical.

5:11 If a worker is required to take a welding qualification or requalification test during normal work hours, he will be paid during his first attempt at the qualification or requalification test. If the worker fails the qualification test, he will not be paid for the retest.

ARTICLE 6: SHIFT WORK

6:01 For the purpose of defining the shifts, the first (1st) shift shall be the day shift which commences at 6:00 a.m. 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 overlap with the second (2nd) shift.

6:02 The first (1st) shift shall consist of nine (9) hours with one-half (½) hour unpaid meal period. The third (3rd) shift shall have a half (½) hour paid meal period.

6:03 Employees assigned from one (1) shift to another shall receive at least seven (7) calendar days notice prior to such re-assignment.

6:04 Where two (2) or three (3) shifts are working, the first (1st) or day shift shall be paid at the applicable rate as set out under the wage section of this Agreement.

6:05 The Employer shall endeavor to reach a mutual agreement with the Union prior to any changes in starting or finishing time.

6:06 The second (2nd) shift shall receive a premium of two dollars and seventy-five cents ($2.75) per hour above the applicable rate.

6:07 The third (3rd) shift shall receive a premium of two dollars and seventy-five cents ($2.75) above the applicable rate.

6:08 When two (2) or more employees are working without Employer supervision, one (1) shall be paid one dollar ($1.00) per hour more than his applicable rate to assume responsibility for the group's work effort.

6:09 The Company will alternate shift work on the basis of one (1) month on day shift and one (1) month on afternoon shift, night shift or other shifts as deemed necessary. The people working the alternate shifts shall have the option of changing shifts once a month. Classifications involved in shift rotation will be determined by the nature of the workload.

6:10 The Union recognizes the Company's right to implement day, afternoon, graveyard and weekend shifts. When the Company intends to implement a new shift they shall notify the Union and the Employees at least seven (7) calendar days prior to the implementation of the shift and shall ensure such notification is posted.

ARTICLE 7: OVERTIME

7:01 When an employee is required to work before or in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1-1/2X) the regular rate, for the first two (2) hours and double time (2X) the regular rate after two (2) hours. If an Employee is working a weekend shift, overtime would not be paid for their regular shift (Friday, Saturday and Sunday) but would be applied if the Employee is asked to work during the week (Monday, Tuesday, Wednesday or Thursday).

7:02 Employees working on "Third Friday" off and Saturdays, shall be paid the first (1st) four (4) hours at time and one-half (1-1/2X) the regular hourly rate and anytime thereafter, double time (2X) the regular hourly rate, minimum two (2) hours. Sunday shall be paid double time (2X) the regular hourly rate, minimum two (2) hours.

7:03 Unscheduled overtime, when an employee works more than two (2) hours beyond quitting time of his regular shift, a hot meal will be provided by the Employer immediately after the conclusion of the two (2) hour time period, and every four (4) hours thereafter if the overtime is over six (6) hours. Twenty (20) minutes shall be allowed to consume such a hot meal.

7:04 On scheduled overtime, if an employee has been notified the previous day of overtime work, he shall be responsible for providing his first (1st) overtime meal. Further, the employee will be given a twenty (20) minute meal break at his straight time hourly rate of pay, at a time consistent with the above paragraph, to consume meal.

7:05 As often as possible, overtime will be allocated by category, i.e., if a Boilermaker is required to work overtime and the first (1st) Boilermaker cannot work, a second (2nd) Boilermaker shall be asked to work.

7:06 The Employer shall notify the employee, whenever possible, forty-eight (48) hours in advance for Saturday and Sunday overtime work, except in the case of an emergency.

7:07 Overtime when applicable, shall be computed on the normal rate of pay, shift premium not included.

ARTICLE 8: STATUTORY HOLIDAYS

8:01 All employees covered by this Agreement shall receive pay for the following Statutory Holidays when not worked, based on what an employee would have earned but for the Holiday, provided the employee worked the last full working day or scheduled shift before a holiday and be at work the first (1st) full working day or scheduled shift after the holiday, reasonable lateness accepted or unless absent for a reason satisfactory to the Employer.

New Years Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Family Day	

8:02 An employee shall not be eligible for payment of a holiday if the employee is on leave of absence at the time the holiday falls due. Employees required to work on these Holidays will receive double time (2X) the regular rate of pay, plus one (1) day's pay for the holiday.

8:03 No work shall be performed on Labour Day, except for the preservation of life or property.

8:04 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the starting time of the day shift which is recognized as a holiday. When there are two (2) shifts employed, each shift shall work one-half (1/2) of their regular shift consecutively on Christmas Eve day (December 24th) and New Year's Eve day (December 31st) in order to avoid the necessity of working until midnight. Each shift shall receive pay for the hours worked. The Company may at it's option cancel the above two (2) and four (4) hour shifts prior to each date without pay. When Christmas and New Year's Day falls on a Sunday or Monday, the last preceding shift on Friday shall be of full length.

8:05 Recognized Holidays in this Agreement falling on a Saturday or Sunday, shall be observed on the preceding Friday or the following Monday, respectively, unless mutually agreed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed.

ARTICLE 9: VACATIONS

9:01 The Employer shall grant vacation with pay to each employee computed on the following basis.

9:02 Employees shall be granted their choice of vacation periods according to their seniority. The Employer will, be posting an appropriate notice on January 1 of each year requesting employees to select their vacation period. If such selection is not made by May 15th, any later selection shall be on a first come basis without regards to seniority. The right to allocate vacation periods is reserved by the Employer in order to ensure efficient and continuous operations of the plant. Vacation to be taken minimum one (1) week at a time.

9:03 An employee shall qualify for one week vacation after six (6) months with the Employer. It shall be mandatory for the Employee to take such vacation to which he is entitled after qualification, before the completion of the next six (6) months of service, subject to management approval.

9:04 Time lost by an employee up to a maximum of one (1) year as a result of sickness covered by a medical certificate, or an accident recognized by the Workers Compensation Board, or authorized leave of absence, shall be considered as time worked for the purpose of qualifying for vacation. Computation of vacation pay will be on his gross pay, as defined below.

9:05 12 Months Inclusive
Accumulate 4% of Gross Pay

12 Months to 48 Months Inclusive
Entitled to take two (2) weeks holidays accumulated in the previous year. Accumulate 4% of Gross Pay

48 Months to 108 Months Inclusive
Entitled to take three (3) weeks holidays accumulated in the previous year. Accumulate 6% of Gross Pay

108 Months to 168 Months Inclusive
Entitled to take four (4) weeks holidays accumulated in the previous year. Accumulate 8% of Gross Pay

168 Months and Over
Entitled to five (5) weeks holidays accumulated in the previous year.
Accumulate 8% of Gross Pay

Gross pay defined as total hours worked. Overtime premiums not included.

ARTICLE 10: WORK CLASSIFICATION

10:01 Mechanics:
Mechanics work shall consist of all work within the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers of the Subordinate Lodge Constitution. The trade claims shall be limited to the Alberta Manpower Development Act Trade Regulations for Certified Journeymen such as Welders, Steel Fabricators, Boilermakers, Steam Fitters, Machinists, Millwright, etc.

10:02 Apprentices:
Apprentices shall perform work as in Article 10, Section 10:01. An Apprentice will be given ample opportunity to cover all sections of his trade where practical. The ratio of Apprentices should be one (l) to one (1) Journeymen. The same ratio to apply when layoffs occur.

10:03 Helpers:
Heating and bucking up rivets, power brush operating, external power, grinding, cleaning, assisting mechanics in the performance of work and such other work as is generally recognized as helpers work. Any helper doing mechanics work while not under the direction or supervision of a qualified mechanic shall be paid mechanic's rate of pay.

10:04 Labourers:
Labourers shall be restricted to unloading raw materials into yard stock and to unloading raw materials directly in the plant, mainly to first plant process and to clean-up and housekeeping duties. Swampers shall be restricted to unloading raw materials from yard stock to first plant process, handling finished products outside plant, moving rotating rolls, and burning equipment and to clean-up and housekeeping duties. A foreman or other supervisor shall direct the moving of all large vessels, etc. in order to ensure that all safety regulations are strictly adhered to.

10:05 If work in a lower paid classification is temporarily assigned to an employee, the employee shall receive his regular rate of pay for such temporary period.

10:06 If work in a higher classification is temporarily assigned to an employee, the employee shall receive the applicable rate of the higher classification while holding this classification.

10:07 With regard to Article 10, Section 10:06, relating to temporary upgrading, it is understood that if such a temporary assignment is made, the Employer shall not take the position that the foregoing is not applicable because the employee has not been formally reclassified. On the other hand, the Union recognizes that the normal work of a higher classification and overlay of job function does not constitute a temporary assignment to a higher paid classification. It is further acknowledged by the Union that persons who are apprenticing or otherwise learning skills of a fully qualified person shall not be regarded as having been temporarily assigned to the job performed by such fully qualified persons.

10:08 In the event that a worker has permanent restrictions placed on the work duties they can perform, the Company shall have the right to reassign the worker to the "Modified Duty" classification.

ARTICLE 11: WORKING CONDITIONS

11:01 All work shall be performed and equipment operated according to the Alberta Occupational Health and Safety Act; Regulation and Code.

11:02(a) The Employer shall ensure as far as it is reasonably practicable:

i. the health and safety of workers engaged in the work of that employer, and.

ii those workers not engaged in the work of that employer but present at the work site at which that work is being carried out, and

iii. that the workers engaged in the work of that Employer are aware of their responsibilities and duties under the Alberta Occupational Health and Safety Act, the regulations and the adopted code.

11:02(b) Every employee shall:

i take reasonable care to protect the health and safety of himself and other workers present while the worker is working, and

ii. co-operate with the Employer for the purpose of protecting the health and safety of

(i) the worker,

(ii) other workers engaged in the work of the Employer, and

(iii) other workers not engaged in the work of that Employer but present at the work site at which that work is being carried out.

11:02(c) Workers are to be involved in the continuing development and implementation of the company health and safety standards through individual involvement and/or through Safety Committee Representation.

11:03(a) If an employee has an accident and or incident during working hours, he/she shall report to his Foreman, Supervisor, First-Aid Person or Safety Officer and follow his instructions. Should an attending physician deem it not safe for him to continue his work, he shall be paid his regular pay for that full shift provided that the attending physician's report is given to the Employer.

11:03(b) At all times the Employer must first be advised before the employee reports to a physician, of all work related injuries and/or suspected work related injuries by reporting to the Foreman, Supervisor, First-Aid Person or Safety Officer prior to completion of the shift. Failure to comply may result in disciplinary action.

11:03(c) The Employer reserves the right to request that an Employee who has a work related injury/illness to be examined by an Occupational Physician recommended by the Company. This will not impede the Employees right to visit his own physician.

11:03(d) The employer reserves the right to request, by way of a modified work duties offer, that an employee who has a work related injury/illness undertake modified work duties that are consistent with work restrictions that are recommended by an Occupational Physician per clause 11:03(c) or the employees physician. The worker will be required to accept or reject this offer in writing. The shop steward will be present for this process.

11:04 The Employer may request an employee to provide a doctor's report on his illness if the employee has missed three (3) or more consecutive working days or one (1) day if the Employer recognizes a trend in the absenteeism of the Employee and sickness is used as the reason.

11:05 Change room, lunchroom, washroom and locker facilities shall be provided by the Employer and kept in a sanitary condition. The Shop Committee and employees agree to cooperate in keeping these facilities sanitary. Personal effects of each employee shall be covered by fire insurance in the amount of two hundred dollars ($200.00). Locker facilities will be provided with reasonably secure doors and locks.

11:06(a) All Personal Protection Equipment (P.P.E.) will be provided by the Company (Non-prescription safety glasses, gloves, ear-plugs, hard hats). However, if there is supportive evidence to suggest misuse of the equipment the evidence will be reviewed by the Safety Committee. If the Safety Committee does determine that there has been misuse, the worker will be responsible for paying for additional equipment until such time as there is more support for the care, use, and maintenance requirements as illustrated in the manufacturers' specification and the current Occupational Health and Safety Legislation. Workers are required to care, use, and maintain all company supplied and/or individually supplied PPE to manufactures specifications and work standards.

11:06(b) An initial supply of prescription safety glasses will be paid for by the Company where these are required and replacement of frames broken on the job. Not more than once per year the Company will pay for one set of frames and lenses on prescription from a doctor or optometrist when purchased from a dispenser appointed by the Company and included:

- Glass or Plastic Lenses
- Oversized Bifocals
- Side Shields
- Hardex
- Temples

- RXL Scratch Resistant Coating
- Progressive lenses

Specifically Not Included

- Upgraded Frames
- Photo Gray
- Tint
- Multilux Bifocals

Maximum allowance of two hundred ($200.00) dollars per year.

11:06(c) Probationary Employees will not be entitled to reimbursement for prescription safety glasses. The Employer will not pay for prescription glasses, if the purchase takes place after a layoff or termination notice has been given to the Employee.

11:07(a) Gloves, welding jackets and aprons will be supplied to men employed as welders to be dispensed as and when required in the same manner as tools are supplied.

11:07(b) Gloves required by men employed as Fitters, Burners, Boilermaker helpers, Burner helpers and other trades where gloves are required, will be dispensed as and when required in the same manner as tools are supplied.

11:07(c) Hearing protection will be made available to all employees.

11:08 The Employer agrees to pay two hundred fifty dollars ($250.00) per contract year towards the cost of purchase of work wear. All Employees who have passed their probationary period will receive a separate cheque for two hundred fifty dollars ($250.00) August 1 each year. For new Employees that have completed their probationary period, a cheque will be issued in the prorated amount based on the time remaining in the contract year. If the Employee quits or his employment is terminated, a prorated amount will be deducted, based on the time remaining in the contract year, from his final pay. The Company will supply rental coveralls after stated probationary period.

11:09 The Employer agrees that no employee shall lose wages by reason of a Crown subpoena or serving on a jury and accordingly, the Employer shall pay the difference between whatever compensation an employee receives and the regular amount of wages that would normally be earned to a maximum of five (5) working days.

11:10 In the event of the death of an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild, grandparents, step-parent or step-children such employees shall receive the day of the funeral and the two (2) preceding days off. Provided the employee attends the funeral and the days off are regular work days, the employee will be paid at the regular rate of pay for each of these days. If the employee does not attend the

funeral, he will be given the day following the day of the death off with pay at regular wages provided this day is a regular work day.

11:11 If an employee is requested to serve as a pall-bearer of a co-worker on a regular work day, he will receive that day off with regular pay.

11:12 Employer supplied equipment and tools must be returned prior to replacement or on termination. Equipment not returned will be replaced at employee expense by payroll deduction. Foremost will institute a system of stamping tools with a control number to eliminate the problem of a discharged employee falsely turning in someone else's tools as his own. To reduce theft, tool boxes are recommended to be kept locked when not in use.

ARTICLE 12: BREAKDOWN AND CALL-OUT

12:01 An hourly rated employee who reports for work and is dismissed for that day by reason of some breakdown or cause for which he is not responsible shall be paid for the actual time worked, or for four (4) hours pay, whichever is the greater.

12:02 An hourly rated employee who is called out for work outside his normal shift shall be paid for the actual time worked at the rate of pay as per the wages section, or for four (4) hours at the rate of pay as per the wages section, whichever is the greater.

ARTICLE 13: HEALTH & WELFARE & EDUCATION TRAINING FUND

13:01 Wages and Classification: See Appendix A.

13:02 Health & Welfare: See Appendix B.

13:03 The Employer shall contribute fifteen (15¢) cents per regular hour worked with no restrictions.

13:04 The current month's contributions shall be remitted by the fifteenth (15th) of the following month made payable to the Calgary Educational Training Fund and remitted to the International Brotherhood of Boilermakers Union, Local 146, 11055 – 48 Street S.E., Calgary, Alberta. The contribution must be accompanied by a report showing each employee's name, social insurance number, hours worked, and the amount of the contribution.

13:05 Any employee attending trade related night courses shall, if possible, be kept on day shift for the duration of the courses.

ARTICLE 14: WAGES, BENEFITS AND PAY DAY

14:01 The wages and benefits for all classifications covered by this Agreement shall be in accordance with the Appendixes attached hereto.

14:02 Employees shall be paid in accordance with the established shop pay day. In no case shall more than ten (10) regular working days be held in any one payroll period.

14:03 Employees who are laid-off or discharged from the service of the Employer shall receive their wages and all monies owing and their record of employment within forty eight (48) hours excluding Saturday, Sunday and statutory holidays.

When an employee resigns on his own volition, the Employer shall mail (by registered mail), all monies owing, his wages, and his record of employment to his last known address on the regular pay applicable to the period worked or the employee can make arrangements to pick up same.

14:04 Vacation pay monies shall be held in trust by the Employer for the benefit of the employees.

The Employer shall set aside vacation pay on a regular basis and deposit these monies in a separate account for the employees.

The Employer shall deduct Income Tax, C.P.P. and Unemployment Insurance from vacation pay amounts as they are set aside.

ARTICLE 15: SENIORITY

15:01 Seniority in a classification shall govern layoffs and recalls, provided the employee retained or recalled is willing and capable of performing the required work in their classification. "An employee shall not be entitled to seniority rights until he has accumulated ninety (90) days in one six month period and then his seniority shall date back to date of hiring". A probationary employee who is discharged shall not be entitled to grieve the discharge. Start date of seniority will be start date for six month period.

15:02 Separate seniority lists shall be kept in compliance with the appropriate Appendix A. In the case of layoff, each list shall be considered a separate unit. The seniority lists shall be revised and posted on the notice board and a copy forwarded to the Secretary Treasurer of Local 146, monthly. In the event that the said list is not challenged within fourteen (14) days by any new employee, the seniority list shall be deemed final and conclusive. In the event that a new employee is absent when the list is posted, it shall be the responsibility of the Union to verify the accuracy of the list within fourteen (14) days. The Union will also verify the accuracy of all

permits, travel cards and member designated employees within fourteen (14) days, all subject to the prompt delivery and posting of said seniority lists.

15:03(a) In advance of any lay-off expected to exceed sixty (60) days duration, the affected employees will receive notice of:

i) 1 week if the employee has been employed by the Employer for more than 3 months but less than 2 years.

ii) 2 weeks, if the employee has been employed by the Employer for 2 years or more but less than 4 years.

iii) 4 weeks, if the employee has been employed for 4 years or more but less than 6 years.

iv) 5 weeks, if the employee has been employed for 6 years or more but less than 8 years.

v) 6 weeks, if the employee has been employed for 8 years or more.

vi) 8 weeks, if the employee has been employed for 10 years or more.

15:03(b) In advance of any lay-off not to exceed sixty (60) days duration, the affected employee will receive a minimum of two (2) days notice, or two (2) days pay in lieu of such notice.

15:03(c) The Employer shall advise the Shop Steward in writing of the names of the employees who are being laid-off on the same day the lay-off notice is given to the employees.

15:03(d) If the Employer cannot provide work for the employee affected by lay-off for the full notice period, the employee shall receive a sum of money that is at least equal to the wages the employee would have earned if the employee had worked his regular hours of work for the period of notice applicable, or a combination of a portion of the notice of lay-off together with money that is at least equal to the wages the employee would earn if he worked his regular hours of work for the period of notice applicable to the employee under Articles 15:03(a) or 15:03(b) that is not given.

15:04 Employees laid-off shall retain their seniority accumulated to time of a lay-off based on Article 15:08 (d), after which the employee will lose all seniority rights. A laid-off employee must make arrangements with the Employer, or return to work within three (3) working days after receiving a notice of recall in order to preserve his seniority rights.

15:05(a) During this lay-off notice period, the employee is expected to perform his duties with the same diligence he exhibited before the said notice.

15:05(b) Should it be necessary to reduce the working forces on the job, the employer shall lay-off their employees in the following sequence:

1. The non-members/permits.
2. Travel card members from other lodges.
3. Members of the local lodge in whose jurisdiction the work is being performed except that consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

15:06 Employees promoted to positions which are exempt by the appropriate Appendix shall retain their seniority rights accumulated, to the date of promotion and shall accumulate seniority for a period not to exceed one (1) year. If at the end of this one (1) year, they are still in this position, all seniority rights will be forfeited.

15:07 Time lost by an employee up to a maximum of twelve (12) months as a result of sickness covered by a medical certificate, or an accident recognized by the Workers Compensation Board, or authorized leave of absence, shall be considered as time worked for the purpose of qualifying for vacation, and shall be considered time accumulated for the purpose of seniority.

15:08 Accumulated seniority shall be lost by any employee if:

a. He is discharged.

b. He voluntarily quits.

c. He fails to report to the Employer, or produce a valid reason, acceptable to the Employer within three (3) working days after being notified to report to work following lay-off.

d. Recall procedure

After probation up to the first (1) year the employee will retain recall rights for up to three (3) months.

After one (1) year up to forty-eight (48) months seniority the employee will retain recall rights for up to six (6) months.

After forty-eight (48) months seniority the employee will retain recall rights for twelve (12) months.

15:09 Where a vacancy occurs in a classification or a new classification is created, a notice shall be posted on the bulletin board for a minimum period of one (1) working day and a copy of the notice shall be given to the Shop Steward. The successful employee shall have a ten (10) working day probationary period during which time the Employer may return the employee to his previous position, or the employee may request the same with no consequences.

ARTICLE 16: SHOP COMMITTEE

16:01 The importance of the Union maintaining at all times a Shop Committee, consisting of qualified employees of the Company familiar with plant conditions, is recognized.

16:02 The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than one (1) nor more than three (3) employees. The Chairman of this Committee shall be the Shop Steward and owing to the nature of his work on this Committee, it is deemed that he is not to be affected by lay-off or shift change, except as provided for, within the appropriate Appendix. Therefore, in the event of layoff, he shall be the second (2nd) last man on the job, regardless of his job or work classification. The Shop Steward and Assistant Stewards will be allowed reasonable time to attend to Union business, on Employer premises, without loss of pay, providing they inform the Supervisor of the time needed for such purposes.

16:03 The Shop Committee shall act in the capacity of a Grievance Committee and the names of the Committee shall be posted on the bulletin board in the shop by the Union from time to time as the occasion warrants.

16:04 Cooperative meetings between Management and Shop Committee shall be held once a month.

16:05 For the purpose of negotiations, the Shop Committee shall not be affected by lay-off during said negotiations. In the event an employee has been affected, he shall be recalled as required by seniority.

ARTICLE 17: GRIEVANCE MACHINERY - ARBITRATION

17:01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing, it shall be termed a grievance.

17:02 "Grievance" means any difference between the parties (Union, Employees and the Company) bound by this Agreement, concerning the interpretation, application, operation or alleged violation thereof, including any question as to whether the grievance is arbitrable.

17:03 Any grievances shall be finally and conclusively settled without stoppage of work in the manner following:

STEP 1

The Grievor shall, within five (5) working days, with his Shop Steward, discuss the grievance with the Foreman or Head Foreman.

STEP 2

Failing settlement within two (2) working days of a grievance under Step l, the particulars of the grievance shall be set forth in writing and processed by the Shop Steward and one (1) member of the Shop Committee who shall submit the written grievance to the Plant Manager within five (5) working days of the date of the incident giving rise to the grievance. The Plant Manager shall give the Employer's decision within three (3) working days of receipt of the written grievance.

STEP 3

If the decision of the Plant Manager is unsatisfactory to the grievor, then within five (5) working days of the date upon which the Plant Manager's decision was rendered, the grievance shall be discussed between an official of the Union, the Shop Steward and the Plant Manager.

STEP 4

In the event that the grievance cannot be resolved pursuant to Step 3, within four (4) working days of commencement of discussions as set forth in Step 3, then within ten (10) working days thereafter, the matter may be referred by either party to Arbitration pursuant to the Alberta Labour Code.

Any grievance shall initially be discussed between a representative of the Union and a representative of the Employer and if the matter cannot be resolved, the Employer or the Union may proceed to Arbitration pursuant to the Alberta Labour Relations Code.

17:04 Any grievance action by the Employer or the Union may be commenced within ten (10) working days of the date of knowledge of the incident or matter giving rise to the grievance. Any grievance action by the Employer or the Union shall commence with a request for a discussion to resolve the grievance. If the

grievance is not settled to the satisfaction of either party at this meeting or the meeting is not held, the grievance shall be put in writing and may be referred to arbitration pursuant to the Alberta Labour Relations Code for a final and binding decision.

ARTICLE 18: SAVINGS CLAUSE

18:01 In the event any provision of this Agreement being in conflict with Provincial Statutes, the parties agree to re-negotiate such provisions for the purpose of making it conform to such Provincial Statues where required. However, all other provisions of this Agreement shall remain in force.

ARTICLE 19: UNION LABEL

19:01 The Employer and the Union shall enter into the standard Union Label Agreement, but in the event of a dispute, the Employer's decision shall govern.

ARTICLE 20: NO STRIKES OR LOCK-OUTS

20:01 During the term of this Agreement, the Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and if any such collective action should be taken, it will instruct those of it's members who participated in such collective action to carry out the provisions of this Agreement and return to work. The Employer agrees that it will not cause or direct any lock-out of its employees.

ARTICLE 21: DURATION OF AGREEMENT

21:01 This Agreement shall become effective February 1, 2014 and shall remain in full force and effect until January 31, 2016 and from year to year thereafter unless either party shall at least ninety (90) days prior to the anniversary date thereof notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice. Where either party notifies the other of its desire to modify or terminate this Agreement, as outlined above, the Agreement shall remain in full force and effect until a strike or lockout is lawful pursuant to the Alberta Labour Relations Code.

Should an understanding not be reached after such notice is filed, the Provincial Conciliation Service will be notified in accordance with provisions of the Alberta Labour Relations Code.

ARTICLE 22: LETTER OF INTERPRETATION, UNDERSTANDING AND/OR APPENDUMS, APPENDIXES

22:01 Any letters of interpretation, understanding and/or addendums, appendixes, mutually agreed to by both Union and Employer, shall be considered to be part of this Agreement.

APPENDIX "A"

Effective			Feb. 1/14	Feb. 1/15
1.	**Charge Hand****		45.47	46.61
2.	**Welder**			
	"B" Welder	A)	45.11	46.24
		B)	44.11	45.24
		C)	43.11	44.24
	"C" Welder	A)	37.26	38.19
		B)	36.26	37.19
		C)	35.26	36.19
	1st Class Journeyman Welder	A)	39.74	40.73
		B)	38.74	39.73
		C)	37.74	38.73
3.	**Production Worker**			
	Journeyman Boilermaker Steelfabricator Pipefitter Instrument Technician	A) B) C)	45.11 44.11 43.11	46.24 45.24 44.24
	Non-Ticketed Fitter	A)	36.15	37.05
		B)	35.15	36.05
		C)	34.15	35.05
	Non-Ticketed Piping & Instrumentation	A)	36.15	37.05
		B)	35.15	36.05
		C)	34.15	35.05
	Auto Welder	A)	35.45	36.34
		B)	34.45	35.34
		C)	33.45	34.34
	Plate Roll Operator	A)	34.77	35.64
		B)	33.77	34.64
		C)	32.77	33.64
	Cutter, Burner, Drill Press Operator, Stress Oven Operator, Yard Equipment Operator	A) B) C)	32.53 31.53 30.53	33.34 33.34 32.34
	Helper, Machine Tool Operator, Overhead Crane Operator, Modified Duty	A) B) C)	31.22 30.22 29.22	32.00 31.00 30.00
	Labourer	A)	22.71	23.28

4. **Maintenance**

Maintenance Lead Hand	A)	39.91	40.91
Maintenance Man	A)	34.34	35.20
	B)	33.34	34.20
	C)	32.34	33.20

5. **Apprentices**

Remuneration on classification will be in accordance with Alberta Provincial Apprenticeship Regulations.

If an apprentice achieves 85% or better on their Provincial Exam, management will, on proof of such achievement, pay half of the tuition for that year, up to a maximum of five hundred ($500.00) dollars

Apprenticeships.

Employees who are Helpers and who move into an apprenticeship program with Foremost will be red circled at their hourly wage, until such time as the relevant apprenticeship rate reaches, or exceeds, their hourly rate.

Welders, Steelfabricator,Boilermaker:
1st year - 60%
2nd year - 75%
3rd year - 90%

Instrument Mechanic:
1st year - 55%
2nd year - 65%
3rd year - 75%
4th year - 85%

Pipefitter/Steamfitter:
1st year - 50%
2nd year - 60%
3rd year - 70%
4th year - 80%

**Note:
A premium will be paid for this classification.

PENSION:

To qualify for the Pension an employee must complete his ninety (90) day probationary period. After completion of the probationary period Foremost will deposit three dollars and seventy-five cents ($3.75) per hour worked effective February 1, 2014 and four dollars ($4.00) per hour worked effective February 1, 2015 into the Boilermakers Pension Plan back dated to the date of hire.

NOTE:

A new employee would be put into the "C" category for a maximum of ninety (90) days (probationary period) after which time he would move to category "B". Management has the option to move an employee to category "A" based on his/her performance of production and skills.

A "B" employee shall within four (4) months be promoted to "A" classification

Management also has the option to move a category "A" employee to a category "B".

APPENDIX "B"

HEALTH & WELFARE & INSURANCE

The Employer shall provide at no cost to the employee the following Health and Welfare and Insurance Benefits:

1. Alberta Health Care Medical coverage.
2. Hospital Insurance.
3. Life Insurance in the amount of $15,000.00 and accidental death and dismemberment insurance to $30,000.00 payable to the beneficiary designated by the employee.

4. Sickness and accident benefit coverage of:
   Minimum payments of weekly indemnity will be 66-2/3 of weekly earnings to a maximum allowed under E.I. benefits per week for each employee. These benefit payments to commence on the first (1st) day of any accident not covered by the Worker's Compensation Act, or the fourth (4th) day of any sickness and shall continue for a maximum total of twenty-six (26) weeks of paid benefits.
   Foremost will introduce a Long Term Disability Plan October 1st, 1991.
   Term of Plan:
   Benefit Level 66.6% maximum $1,000.00 per month payout five (5) years or age 65 whichever comes first. Actual experience to be reviewed annually. If premiums exceed Industry standards, employees will pay the difference. Shop Committee will have access to figures used, to compute this difference.

5. The Employer shall also continue to provide dental coverage as follows at the current fee schedule:

$25.00 deductible

Reimbursement basic services: 100%

Major Services: 80%

Orthodontia: 50%

Benefit Maximum:

Basic and major combined $1,500.00 per/calendar year

Orthodontia:

$5,000.00/child/lifetime

Coverage under the Health & Welfare and Insurance Benefits shall be as follows:

(a) For a new employee defined as:

(i) One who has not previously acquired seniority; or

(ii) One whose benefits have lapsed due to lay off of more than six months as per Article 15:04.

Benefits shall commence after the employee has gained seniority as per Article 15:01.

(b) For an existing employee upon recall from a lay-off of less than six (6) months, benefits shall be reinstated as follows:

(i) For an employee with less than two (2) years seniority, benefits will be reinstated the first day of the following month.

(ii) For an employee with more than two (2) years seniority, benefits will be reinstated immediately.

(c) For an Apprentice attending school, benefits will continue.

(d) Benefits for short term lay-offs will cover for sixty (60) days unless employee does not show up for work within the three (3) day call back period, in which case benefits will cease immediately.

On termination of employment with cause, or if an employee resigns on his own volition, the coverage will end.

This plan will also provide coverage for the wife and dependent children of the employee concerned. It will be the responsibility the employee to advise the Employer of any additional dependents requiring coverage.

LETTER OF UNDERSTANDING

RE: NEW HIRE RATES FOR CLASSIFICATIONS 14 & 15

December 2003

The following are the grids for Classifications 14 & 15. These grids apply only to employees who are hired into these classifications after the date of ratification.

			Feb. 1/14	Feb. 1/15
14.	Helper, Grinder, Machine Tool Op, Overhead Crane Op, Stock Checker	A)	27.59	28.28
		B)	26.59	27.28
		C)	25.59	26.28
15.	Labourer	A)	20.78	21.30

Employees whose hire date precedes ratification will maintain their status on the pre-ratification grid, will receive all future general increases and will receive all appropriate promotional increases.

For the Employer

For the Union

IN WITNESS THEREOF the parties hereto have executed this Agreement this

28 day of April, 2014.

FOREMOST
LOCATED AT 8825 SHEPHARD ROAD S.E.,
CALGARY, ALBERTA.

THE INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS,
Local 146, A.F. of L., C.I.O., C.F.L.