

# Articles of Agreement

between

*CESSCO Fabrication & Engineering  
Limited*

(Hereinafter referred to as the Employer)

and the

*International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Local Lodge 146*

(Hereinafter referred to as the Union)

Effective: March 1<sup>st</sup>, 2015 – February 28<sup>th</sup>, 2018

**This agreement, governing wages and working conditions in the Employer's  
Fabrication Shop shall govern the relations between the Union  
and the Employer.**

## Table of Contents

### Articles of Agreement

<b>Article 1</b>	<b>Recognition, Scope and Purpose of Agreement</b>	<b>3</b>
<b>Article 2</b>	<b>Management</b>	<b>3</b>
<b>Article 3</b>	<b>Responsibilities of Employees</b>	<b>3</b>
<b>Article 4</b>	<b>Union Security</b>	<b>4</b>
<b>Article 5</b>	<b>Hours of Work</b>	<b>5</b>
<b>Article 6</b>	<b>Shift Work</b>	<b>6</b>
<b>Article 7</b>	<b>Overtime and General Holidays</b>	<b>6</b>
<b>Article 8</b>	<b>Vacations</b>	<b>8</b>
<b>Article 9</b>	<b>Wages</b>	<b>8</b>
<b>Article 10</b>	<b>Bereavement Leave</b>	<b>9</b>
<b>Article 11</b>	<b>Boilermaker's Shop Health and Welfare Plan</b>	<b>9</b>
<b>Article 12</b>	<b>Pension/Retirement Plan</b>	<b>9</b>
<b>Article 13</b>	<b>Educational Training Fund</b>	<b>10</b>
<b>Article 14</b>	<b>Work Classifications</b>	<b>10</b>
<b>Article 15</b>	<b>Working Conditions</b>	<b>12</b>
<b>Article 16</b>	<b>Welding Tests</b>	<b>13</b>
<b>Article 17</b>	<b>Seniority</b>	<b>13</b>
<b>Article 18</b>	<b>Shop Committee</b>	<b>13</b>
<b>Article 19</b>	<b>Grievance Machinery</b>	<b>14</b>
<b>Article 20</b>	<b>Union Label</b>	<b>16</b>
<b>Article 21</b>	<b>Duration of Agreement</b>	<b>16</b>
<b>Addendum I</b>	<b>Wage Page</b>	<b>17</b>
<b>Addendum II</b>	<b>Benefits Plan</b>	<b>18</b>
<b>Addendum III</b>	<b>Letter of Understanding – Drug/Alcohol Testing</b>	<b>19</b>
<b>Addendum IV</b>	<b>Letter of Understanding – Voluntary Enhancement</b>	<b>20</b>
<b>Addendum V</b>	<b>Memorandum of Understanding – Overtime</b>	<b>21</b>
<b>Addendum VI</b>	<b>Union Label</b>	<b>23</b>

## **ARTICLE 1 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT**

- Section 1 The employer recognizes the Union as a sole bargaining agent for all of his production and maintenance employees in the performance of all fabrication and repair work in the employer's shop. Provided, however, that the employer is free to conduct research or development of new products or to install and test new equipment. Provided, however, that bargaining unit employees are trained and operate this new equipment.
- Section 2 The Union agrees to cooperate with and assist in every legitimate way the employer to conduct a successful business, bearing in mind that both parties must give service to the public.
- Section 3 This agreement shall cover all hourly paid employees as listed under Article 9 - "Wages".
- Section 4 All references to days or hours as time periods are to be considered as working days or working hours unless a contrary intention is expressed.

## **ARTICLE 2 MANAGEMENT**

- Section 1 It is the employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedules of manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the employer.
- Section 2 The employer has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with this agreement.
- Section 3 It is an exclusive function of the employer to hire, promote, demote, transfer, suspend, discipline or discharge for cause, employees in the bargaining unit subject to provisions of this agreement.
- Section 4 A bulletin board for the benefit of the shop employees shall be provided in the lunchroom. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.
- Section 5 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

## **ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES**

- Section 1 The employee must accept reasonable responsibility for the tools furnished by the employer and must report the loss of any of these tools immediately to his supervisor.

Section 2 An employee found deliberately misusing company equipment or property, may be subject to discipline which may include 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. Adequate protection is to be provided by the employer for all tools and equipment.

Section 3 Employees shall adhere to all duties, conditions, responsibilities, and terms of employment posted or published from time to time as may be the case by the employer, providing they are not inconsistent with this collective agreement.

Section 4 Employees shall, as early as possible, upon recognition of an injury, report all work related injuries to their foreman. Injured employees shall provide all reasonable cooperation and assistance in the preparation and management of their WCB claims (i.e.: returning calls, keeping appointments, etc.). All employees shall provide reasonable cooperation and assistance in any incident/accident investigation.

Section 5 Unless otherwise pre-agreed with the immediate supervisor, it is the duty of every employee to be available for the full duration of every regularly scheduled shift. An employee who will not be at work due to illness or other reasons must notify their supervisor prior to the start of the shift. Any employee that cannot complete their shift must notify their supervisor.

#### **ARTICLE 4 UNION SECURITY**

Section 1 The employer agrees to employ only members in good standing with the Union, who will at all times assist the employer to secure competent shop 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, with the understanding that the new employee will become a member of the Union within fifteen (15) days. The employer will assist in assuring that the new employee will become a member of the Union. The employer shall deduct, in accordance with the Labour Relations Code, the amount of dues or levies as may be authorized by the employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of Local 146 before the fifteenth (15th) day of the month.

Section 2 All new employees must report to the Union Office and sign application for membership and check off dues before going to work. The new employee shall present his dispatch slip to the Shop Steward.

Section 3 When any shop employees are required to work on any boilermaker, field, or maintenance work, they shall be paid their wages and conditions according to the Boilermaker's Construction or Maintenance Agreement in effect at that time.

Section 4 Should an employee solicit work in field construction or maintenance, with the Company, the employee shall lose seniority rights after sixty (60) days of continuous field work.

If the employer solicits the employee to go to the field on new construction or maintenance, his seniority shall continue in the shop.

The employee must be made aware of the seniority condition by the employer prior to the employee accepting field employment.

## **ARTICLE 5 HOURS OF WORK**

Section 1 Eight (8) hours per day shall constitute a regular day's work. Forty (40) hours per week, Monday through Friday inclusive, shall constitute a regular week's work. The foregoing shall not be interpreted as a guarantee to provide work to any Employee for regularly assigned hours or any other hours.

- OR -

The majority of the bargaining unit employees of this bargaining unit or the bargaining agent and the employer may establish a compressed work week in which case ten (10) hours per day shall constitute a regular day's work. Forty (40) hours per week shall constitute a regular week's work, Monday to Thursday inclusive or Tuesday to Friday inclusive.

Section 2 The normal hours of work shall be between 7:30 a.m. and 4:00 p.m.

Section 3 The majority of the bargaining unit employees of this bargaining unit or the bargaining agent, and the employer may change the foregoing starting time by one (1) hour either way. The Union and the shop steward shall be notified in writing of a change in the starting time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted reflect the new starting time.

Section 4 Employees shall be entitled to two (2), ten (10) minute coffee breaks in an eight (8) hour shift.

- OR -

Employees shall be entitled to two (2), fifteen (15) minute coffee breaks in a ten (10) hour scheduled shift.

## **ARTICLE 6 SHIFT WORK**

Section 1 Where two (2) or three (3) shifts are working, the first or day shift shall be paid at the applicable rate, as set out in Article 9. The afternoon shift shall immediately follow the day shift unless otherwise agreed. The afternoon shift shall be paid for eight (8) hours work for a total shift time of 8.5 hours.

The evening or night shift shall work 7.5 hours for eight (8) hours pay. The evening shift may overlap with the afternoon shift up to one-half (1/2) hour.

Section 2 All employees hired after September 1, 1989, may be subject to shift change on a rotating basis. When not all employees in a classification are needed to swing shift, preference shall be granted on the basis of seniority.

Section 3 Employees will be given a minimum of two (2) working days notice, exclusive of Saturday and Sunday, prior to any change in his shift except in cases of emergency or work force realignments necessary because of employee absenteeism. The employer reserves the right of placement of personnel on various shifts. Shifts shall rotate with two (2) weeks on each shift unless the employee was hired for a specific shift.

Section 4 Employees will be paid a minimum of four (4) hours at the applicable rate if they show up and are unable to work due to circumstances beyond their control.

Section 5 The shift premium shall be paid on all hours worked. The shift premium shall not be compounded on overtime hours worked.

## **ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

Section 1 All hours worked before and after any shift in excess of those provided shall be termed overtime. When such unscheduled overtime is expected to exceed one hour employees shall be entitled to a ten (10) minute rest period.

Section 2 All hours worked beyond eight (8) hours on a five (5) day work week, or ten (10) hours on a four (4) day work week, or (40) hours per week are overtime.

On the five (5) day work week, the first two (2) hours of overtime (Monday to Friday work week) shall be at 1.5 times the regular rate of pay.

On a four (4) day work week, the first ten (10) hours on Friday (Monday to Thursday work week), or the first (10) ten hours on Monday (Tuesday to Friday work week) shall be at 1.5 times the regular rate of pay. In either case, the first eight (8) hours work on Saturday shall be paid at 1.5 times the regular rate of pay.

Overtime hours worked in addition to the above mentioned shall be paid at 2 times the regular rate of pay.

Notwithstanding the foregoing, in order for an employee to qualify for overtime premiums, forty (40) hours at regular time must be completed. Time missed for pre-arranged vacation or personal time shall be excluded from this rule. Statutory holidays and Sundays shall also be excluded from this rule.

Section 3 It is the employer's right to schedule overtime. Such request to work overtime shall not be unreasonably refused. The employer shall ensure that scheduled overtime is distributed on an equitable basis, giving due consideration to skill and classifications.

The employer may establish a weekend call-out work-list for emergency work. Employees enlisting for weekend call-out shall be available to accept such work assignment on their assigned days.

Section 4 When an employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of his regular shift, a hot meal shall be provided immediately after the conclusion of the two (2) hour time period with twenty (20) minutes at double time to consume the meal. In lieu of the hot meal, a \$20.00 allowance may be paid at the option of the majority of employees working the overtime. Unscheduled overtime shall be defined for the purposes of this section as being overtime for which the employee receives no notice thereof until the last regularly scheduled shift which the overtime follows.

When the employee is working scheduled overtime or more than two (2) hours, he shall be given twenty (20) minutes at double time to consume his meal at the end of the first two (2) hours of overtime.

Section 5 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the start of the regular day shift (7:30 a.m.) on the day which is recognized as the holiday.

- Section 6 General holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general holiday proclaimed by the Federal or Provincial Governments.
- Section 7 General holiday pay is to be calculated and paid each pay period at 4.5% of gross earnings.
- Section 8 No work shall be performed on Labour Day, except for the preservation of life and property.
- Section 9 The day before Christmas Day and the day before New Year's Day, shall be a day off without pay and may be worked by mutual consent.
- Section 10 When a holiday falls on a Saturday, Sunday or recognized day off, the holiday shall be observed on either the workday prior to the holiday or the first workday following the holiday.
- If the holiday is worked the day will be paid at double time.
- Section 11 a) When an employee is required to return to work without an eight (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.
- b) Should an employee be required to work overtime and not receive an eight (8) hour break prior to his next scheduled shift the employee will not be required to report to work until he has had an eight (8) hour break between shifts. Once the employee returns back to work, any hours missed on his regular shift (up to a maximum of four (4) hours) will be paid at his applicable rate. The employee will not be required to make-up any missed hours.

## **ARTICLE 8 VACATIONS**

- Section 1 Vacation pay is to be calculated and paid each pay period as per the following schedule:

<b>Length of Continuous Employment</b>	<b>% of Regular Pay</b>	<b>Vacation Time</b>
0 - 12 months	4%	10 regular work days
13 - 60 months	6%	15 regular work days
61 - 120 months	8%	15 regular work days
120 - longer	10%	20 regular work days

Section 2 As far as possible employees shall be granted their choice of vacation periods according to their seniority, but the right to allocate vacation periods is reserved by the employer in order to ensure efficient and continuous operations of the plant. Unless mutually agreed an employee will not take more than fifteen (15) working days of vacation time consecutively.

Section 3 It shall be mandatory for the employees to take vacations after one (1) full year of continuous employment.

## **ARTICLE 9 WAGES**

Section 1 Wages as set out in the Addenda shall remain in effect from ratification.

The wage classifications as shown in Addenda are identical to the seniority classifications referenced in other sections of this agreement.

Section 2 Apprentices that achieve employer-issued weld certifications i.e. Sub-Arc Operator, Machine Operator, C-Ticket, shall be eligible for a rate increase of one category i.e. Apprentice 2 to Apprentice 3 or Apprentice 3 to Journeyman. Apprentices who are currently (pre-ratification, February 2015) receiving a higher rate will not have their rate reduced.

## **ARTICLE 10 BEREAVEMENT LEAVE**

Section 1 For those employees having 1 year seniority or more, three (3) days off with pay for the death of a member of the immediate family, which includes: wife, husband, daughter, son, and common-law spouses. Two (2) days off with pay for the death of a member of the family, which includes: mother, father, sister, brother, mother-in-law and father-in-law.

## **ARTICLE 11 BOILERMAKER'S SHOP HEALTH AND WELFARE PLAN**

Section 1 The employer will provide a plan with benefits which are set out in the addenda. Dental benefits shall be based on the previous year's benefit schedule.

Section 2 The employer shall provide, at no cost to the employees, medical insurance available from Alberta Health Care up to a maximum of eighty-eight dollars (\$88.00) per family or forty-four (\$44.00) per single, but shall not pay for duplication or be held responsible for arrears.

The amount paid to Alberta Health Care will be reviewed upon an increase by government in the Alberta Health Care rate.

Section 3 Subject to a minimum ninety (90) days probationary period, employees

joining the company will be eligible for benefits provided in Section 1 & 2 only after benefits for all sources are exhausted.

Employees transferring from one shop to another within the group benefit program shall serve a thirty (30) calendar day probationary period.

## **ARTICLE 12 PENSION/RETIREMENT PLAN**

Section 1 The employer shall contribute at the rate stipulated in the Addenda, for each hour worked to the Boilermakers' National Pension Fund (Canada).

- OR -

At the option of the employee, the employer shall contribute at the rate stipulated in the Addenda for each hour worked to a registered retirement savings plan designated by the employee.

Employees will qualify for contributions after completion of 90 calendar days of employment.

Section 2 The current month's contributions shall be remitted by the 15th of the following month and must be accompanied by a report showing each employee's name, social insurance number, hours worked and the amount of the contribution.

## **ARTICLE 13 EDUCATIONAL TRAINING FUND**

Section 1 The employer shall contribute ten (10¢) cents per regular hour worked by all employees covered by this agreement. This ten (10¢) cent rate will continue until the total cash and investments of the Fund reach \$50,000.00 at which time the rate will be reduced to five (5¢) cents. The employer also agrees that should the total cash and investments of the Fund drop below \$30,000.00 the contribution shall revert back to ten (10¢) cents.

Section 2 The current month's contribution shall be remitted by the twentieth (20th) day of the following month to the Edmonton Boilermaker Shop Educational Training Trust Fund in care of Local Lodge #146 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, 15220 - 114 Avenue, Edmonton, Alberta, T5M 2Z2.

The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked, and the amount of contribution.

Section 3 The Edmonton Shop Educational Trust Fund and Programme are to be administered by the Trustees of the Edmonton Shop Educational Trust Fund and Programme in accordance with the signed Trust Document, and if there is any conflict between the terms of the Trust Document and this article, then the terms of the Trust Document shall prevail.

## **ARTICLE 14 WORK CLASSIFICATIONS**

### **Section 1 WELDERS, FITTERS AND BURNERS**

Welders, fitters and burners shall perform work within the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of the International Constitution, Article XI.

### **Section 2 APPRENTICES**

(a) Apprentices shall perform work as in Article XI of the International Constitution. An apprentice will be given ample opportunity to cover all sections of his trade. The ratio of apprentices shall be one (1) to three (3) boilermakers. The same ratio to apply when lay-offs occur. It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the employer must consult with the Business Manager or Business Representative to reach a mutually acceptable solution.

(b) The employer agrees to pay indentured apprentices an amount which, when added to the weekly government grant, will amount to 90% of his base pay calculated at his straight time hourly rate multiplied by forty (40) hours, while attending technical school.

Apprentices to be paid one-third (1/3) of the amount owing on the first pay period upon returning to work after attending school. The second one-third (1/3) shall be paid on the second pay period and the final one-third (1/3) on the third pay period upon returning to work after attending school.

(c) Apprentices shall be reimbursed fifty (50%) percent of their tuition for apprenticeship training by the employer, at the current rate level of tuition, if the employee has received a final grade average of 80% or higher.

### **Section 3 HELPERS, PRODUCTION WORKERS AND MATERIAL HANDLERS**

Helpers, production workers and material handlers shall perform work such as power brush operation, power grinding, cleaning, assisting

welders or fitters in the performance of work referred to in Article XI of the International Constitution and such other work as is generally recognized as production worker's, helper's and material handler's work.

Section 4     **STUDENT LABOUR**

Student labour classification shall apply between the period of May 1st and September 15th. No permanent employees shall be replaced by the employment of student labourers.

Section 5     **BEGINNERS**

Notwithstanding Article 4, Section 1, beginner's classification shall apply to those employees that have no work experience in the industry and whose intent it is to enter into the apprenticeship program. The individual will become either a helper or an apprentice within 1 year. The employer has the right to hire such individuals as are available to him providing the union has no unemployed first year apprentices with shop experience.

**ARTICLE 15     WORKING CONDITIONS**

Section 1     A change and lunch room shall be provided. Location of these facilities is at the discretion of management.

The employer is responsible for the destruction by fire or any natural disaster on the employer's premises of personal effects owned by the employee to a maximum of \$250.00.

Section 2     The foreman shall sign a safe slip before any employee proceeds to work on any vessel or tank which has contained explosive or hazardous material.

Section 3     If any employee meets with an accident during working hours and his physician deems it not safe for him to continue his shift, he shall be paid at his regular pay for the full shift.

Section 4     The employer shall supply coveralls and gloves on an exchange basis at no cost to the employees.

Section 5     When practical, spray painting shall be conducted at the best place, time and location that causes the least hazard to the employees.

Section 6     When employees are called back to work after completion of their regular shift, they shall receive a minimum of two (2) hours show-up time to be calculated at double the employee's regular rate of pay.

- Section 7 The employer where practical shall provide plug-ins for all regular employees. Where not practical to provide plug-ins a boosting service will be supplied.
- Section 8 Employees shall be allowed a five (5) minute personal clean-up time prior to the end of their shift.
- Section 9 The employer shall provide rules and safety equipment information to all employees.

#### **ARTICLE 16 WELDING TESTS**

- Section 1 A welder who has served his apprenticeship with the employer, upon taking his initial "B" pressure test shall receive six (6) hours regular pay for taking his test. If the employee works for the employer less than thirty (30) days after receiving six (6) hours regular pay for his initial "B" test, he shall have deducted from his final pay an amount equal to six (6) hours pay at his regular rate.
- Section 2 Any 'B' pressure welder that is new to the company shall, upon successful completion of all required testing and successful hire, be paid for a maximum of ten (10) hours at regular time. If the employee works for the employer less than ninety (90) days after receiving ten (10) hours regular pay for testing, he shall have deducted from his final pay an amount equal to ten (10) hours pay at his regular rate.

#### **ARTICLE 17 SENIORITY**

- Section 1 The principle of seniority in a classification shall govern layoffs and recalls. Consideration shall be given to retain sufficient employees in each job classification to suit the nature of the work remaining. A new employee shall not be entitled to seniority until he has been employed continuously for a period of 60 calendar days, and then his seniority shall date back to the time of his hiring.
- Section 2 Employees laid off shall retain their seniority accumulated to time of layoffs, providing the layoff does not exceed one month for each year of employment after when the employee will lose all seniority rights. A laid-off employee must make arrangements with the employer to return to work within five (5) days after receiving a notice of recall, in order to preserve his seniority.
- Section 3 Separate seniority lists shall be kept for each category as per the wage listing. In the case of layoffs, each list shall be considered a separate unit. The employer will supply seniority lists by the first Wednesday of every month.

- Section 4 Lay-offs must comply with the Employment Standards Code.
- Section 5 An employee's seniority shall be maintained for a maximum of one (1) year for his absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.

## **ARTICLE 18 SHOP COMMITTEE**

- Section 1 The importance of the Union maintaining at all times a shop committee, consisting of qualified employees of the employer familiar with plant conditions, is recognized.
- Section 2 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. Owing to the nature of his work on this committee, it is deemed important that seniority does not affect his lay-off, therefore, in the event of a lay-off he shall be the second last man off the job, provided there is work available for which he is qualified. The shop steward shall work only on days and not be required to work either the second or third shifts. In the event the shop steward is to be laid off the Business Manager or Business Representative will be notified in time to appoint a successor. The shop steward shall be given a reasonable length of time to perform his duties.
- Section 3 At least one (1) member of the shop committee shall act on the safety committee, preferably the shop steward.
- Section 4 Safety committee meetings shall be held at least one per month, or as required by the committee.

## **ARTICLE 19 GRIEVANCE MACHINERY**

### **Section 1 GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. Grievance shall mean any difference of dispute concerning the interpretation, application, administration or alleged violation of the collective agreement. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing.

#### **Step 1:**

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 and shall be advanced to Step 2.

Step 2:

The written grievance shall be submitted to the employer representative within ten (10) working days from the incident giving rise to the complaint.

Step 3:

The employer representative shall hear the grievance within fifteen (15) working days from the incident giving rise to the complaint. The grievance shall be presented by the business manager or his representative and the shop steward. The written decision of the employer representative shall be submitted to the business manager and the shop steward within eighteen (18) working days from the incident giving rise to the complaint.

Step 4:

If the employer's answer in Step 3 is unacceptable with, the grievance shall then be discussed within twenty-eight (28) working days from the incident giving rise to the complaint at a meeting of the plant manager or his designated representative and the International Vice-President or his designated representative. If the matter is not resolved in Step 4, the Union may advise in writing within thirty-three (33) working days from the incident giving rise to the complaint that it wishes to submit the matter to arbitration.

Section 2

**ARBITRATION**

The Union and the Employer will establish a list of four (4) acceptable arbitrators. Arbitrators will be chosen shortly after ratification. The single arbitrator will be selected in rotation from the list. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing.

Step 1:

Once the arbitrator has been named he shall convene a hearing into the grievance within forty-five (45) working days from the incident giving rise to the complaint.

Step 2:

The arbitrator shall render his decision no later than sixty (60) working days from the incident giving rise to the complaint. The decision of the arbitrator shall be final and binding on the parties.

- (a) The arbitrator shall be governed by the terms of the collective agreement and he shall not alter, amend or change the terms of the agreement. If an employee has been dismissed or otherwise disciplined by the employer for cause and the collective agreement contains no specific penalty for the infraction that is the subject matter of the arbitration. The arbitrator may substitute any penalty for the dismissal or discipline that seems just and reasonable in all the circumstances.
- (b) Each of the parties of this collective agreement shall bear their own expenses for arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties.

## **ARTICLE 20 UNION LABEL**

Section 1 The company agrees to accept the Union Label as per the attached Memorandum of Agreement.

## **ARTICLE 21 DURATION OF AGREEMENT**

Section 1 This agreement shall become effective March 1<sup>st</sup>, 2015 and shall remain in full force and effect until February 28<sup>th</sup>, 2018 and from year to year thereafter, unless either party shall, at least sixty (60) 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.

If an agreement is not reached on or before the expiry date of the existing contract, then terms and conditions of this contract shall remain in effect until a new agreement is concluded or strike or lockout commences.

IN WITNESS THEREOF the parties hereto have executed this agreement the  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

CESSCO Fabrication &  
Engineering Limited

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Lodge 146

\_\_\_\_\_  
Don McFarlane

\_\_\_\_\_  
Dean Milton

\_\_\_\_\_  
Myles Morgensen

\_\_\_\_\_  
Dwight Watson

## Addendum I

### Classifications and Wages

Classification	March 1st, 2015 3 %	March 1st, 2016 0%	March 1st, 2017 Wage Opener
<b>Foreman</b>	\$41.83	41.83	41.83
<b>Charge Hand or Asst. Foreman</b>	40.67	40.67	40.67
<b>B - Welder 1</b>	40.09	40.09	40.09
<b>B - Welder 2</b>	38.85	38.85	38.85
<b>Vessel Layout Fitter 1</b>	40.09	40.09	40.09
<b>Vessel Layout Fitter 2</b>	37.63	37.63	37.63
<b>*C-Welder 1</b>	37.63	37.63	37.63
<b>C-Welder 2</b> Ticket for attachments only (wire feed or SMAW)	36.63	36.63	36.63
<b>Machinist 1 (with ticket)</b>	40.09	40.09	40.09
<b>Machinist 2 (without ticket)</b>	39.25	39.25	39.25
<b>Journeyman Welder</b>	35.97	35.97	35.97
<b>Journeyman Fitter</b>	35.97	35.97	35.97
<b>Machine Operator</b>	35.97	35.97	35.97
<b>Burner</b>	35.97	35.97	35.97
<b>Mobile Crane Operator</b> (15 Tons and over with ticket)	37.12	37.12	37.12
<b>Production Worker 1</b>	25.36	25.36	25.36
<b>Production Worker 2</b>	24.13	24.13	24.13
<b>Labourer</b>	20.03	20.03	20.03
<b>Beginner</b>	17.69	17.69	17.69
<b>Student Labourer</b>	15.32	15.32	15.32
<b>Apprentice Welder/Steel Fabricator - as a percentage of the Journeyman rate</b>			
<b>1st Year Apprentice - 60%</b>	21.58	21.58	21.58
<b>2nd Year Apprentice - 75%</b>	26.98	26.98	26.98
<b>3rd Year Apprentice - 90%</b>	32.37	32.37	32.37
<b>Apprentice Machinist - as a percentage of the Journeyman rate</b>			
<b>1st Year Apprentice - 55%</b>	22.04	22.04	22.04
<b>2nd Year Apprentice - 65%</b>	26.06	26.06	26.06
<b>3rd Year Apprentice - 75%</b>	30.07	30.07	30.07
<b>4th Year Apprentice - 85%</b>	34.08	34.08	34.08
<b>Pension/RSP</b>	\$3.40	\$3.40	\$3.40
<b>Shift Premium - Afternoon</b>	\$1.75	\$1.75	\$1.75
<b>Shift Premium - Midnight *</b>	\$1.75	\$1.75	\$1.75

\*Current C-Ticketed Welders would remain classified as C-Welder 1

\* Midnight shift shall work 7 ½ hours for 8 hours pay.

\* B Welder 2 – Classified for a maximum of six months from date of hire or receiving initial B ticket (will be reviewed after 3 months of hire)

## ADDENDUM II – BENEFITS PLAN

The employer will provide booklets with all information required to inform employees of the Group Benefit Program.

The program will include the following:

<b>Benefit</b>	<b>Benefit Level</b>
Life	\$50,000.00
AD & D	\$50,000.00
Weekly Indemnity (Short Term Disability)	\$435.00/week E.I. integrated
Long Term Disability	\$1,500.00/month (CPP offsets)
Extended Health Care	Deductibles: \$25.00/\$50.00 100% Coverage of Generic Drugs or a brand name drug only when medically required or no generic drug available
Vision Care (Employees)	\$375.00/year for lenses \$100.00 every 2 years for frames
	\$250.00/year Industrial Safety Glasses
(Dependents)	\$140.00/24 months for lenses \$ 60.00/24 months for frames
Dental	Deductibles: \$25.00/\$50.00
Basic:	100% \$2,000/year maximum
Major:	Basic and Major combined
Orthodontics:	50%, \$2,000 lifetime maximum

**Addendum III – Letter of Understanding**

**Drug and Alcohol Testing Policy**

In addition to the Collective Agreement, the parties further agree that the Employer may implement and apply a drug and alcohol testing policy, as part of its rules and regulations, provided such policy is not inconsistent with or in conflict with the other provisions of the Collective Agreement or the prevailing laws.

CESSCO Fabrication &  
Engineering Limited

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Lodge 146

---

Don McFarlane

---

Dean Milton

---

Myles Morgensen

---

Dwight Watson

**Addendum IV – Memorandum of Understanding**

**Voluntary Enhancement of Overtime**

**Article 7, Section 2**

With respect to Article 7, Section 2, the employer may from time to time, based upon business and/or market conditions, choose to voluntarily enhance the overtime pay provisions above those stated in the collective agreement. In such circumstances, the employer shall ensure that those enhancements are applied equitably to all employees. It shall remain the sole and exclusive right of the employer to implement or withdraw such provisions, without notice or consent. Nothing contained herein shall in any way prejudice management's traditional rights, including establishment of shift schedules and hours of work in accordance with Article 5 and Article 6 of the collective agreement.

IN WITNESS THEREOF the parties hereto have executed this agreement the

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

CESSCO Fabrication &  
Engineering Limited

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Lodge 146

\_\_\_\_\_  
Don McFarlane

\_\_\_\_\_  
Dean Milton

\_\_\_\_\_  
Myles Morgensen

\_\_\_\_\_  
Dwight Watson

## **Addendum V – Memorandum of Understanding**

### **Overtime Premiums**

#### Preamble

It is recognized that in some instances it may be unreasonable to expect the employer to pay overtime premiums when an employee has not yet worked what is commonly recognized as a regular weeks work i.e. forty (40) hours.

#### Purpose

Recognizing that a mutually effective relationship between the employer and its employees is critical to the success of both the employee and employer, the parties mentioned in this letter agree to amend Article 7:2 for the duration of the March 1, 2015 to February 28, 2018 Collective Agreement between the Boilermakers Local 146 and CESSCO.

In an effort to ensure good communication and understanding of this amendment, the parties agree to meet periodically as necessary, not less than annually, to review its application.

#### Previous Article

#### **ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

Section 2 All hours beyond eight (8) hours of work per day or forty (40) hours per week are overtime.

The first two hours of overtime Monday to Friday shall be paid at 1.5 times the regular rate of pay. The first eight (8) hours of work on Saturday shall be at 1.5 times the regular rate of pay. Overtime hours worked in addition to the above mentioned shall be paid at two (2) times the regular rate.

#### Amended Article

#### **ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

Section 2 All hours beyond eight (8) hours of work per day or forty (40) hours per week are overtime.

The first two hours of overtime Monday to Friday shall be paid at 1.5 times the regular rate of pay. The first eight (8) hours of work on Saturday shall be at 1.5 times the regular rate of pay. Overtime hours

worked in addition to the above mentioned shall be paid at two (2) times the regular rate.

Notwithstanding the foregoing, in order for an employee to qualify for overtime premiums, forty (40) hours at regular time must be completed. Time missed for pre-arranged vacation or personal time shall be excluded from this rule. Statutory holidays and Sundays shall also be excluded from this rule.

Disputes Resolution

This amendment shall be subject to the normal grievance procedure should any disputes arise from the interpretation, application, administration or alleged violation.

CESSCO Fabrication &  
Engineering Limited

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Lodge 146

\_\_\_\_\_  
Don McFarlane

\_\_\_\_\_  
Dean Milton

\_\_\_\_\_

\_\_\_\_\_  
Myles Morgensen

\_\_\_\_\_

\_\_\_\_\_  
Dwight Watson