

ARTICLES OF AGREEMENT

BETWEEN

**ALBERTA CUSTOM PIPE BENDING &
MFG. (2010) LTD.**

(Hereinafter referred to as the Employer)

And The

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITH, FORGERS AND
HELPERS**

LOCAL LODGE 146

(Hereinafter referred to as the Union)

Effective: February 2, 2017 – January 31, 2020

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

Article	1	Recognition, Scope, and Purpose of Agreement	3
Article	2	Management	3
Article	3	Responsibilities of Employees	4
Article	4	Union Security	4
Article	5	Hours of Work	5
Article	6	Shift Work	6
Article	7	Overtime and General Holidays	6
Article	8	Vacations	8
Article	9	Wages	8
Article	10	Bereavement Leave	8
Article	11	Health & Welfare Plan	9
Article	12	Retirement Plan	9
Article	13	Education Training Fund	10
Article	14	Work Classifications	10
Article	15	Working Conditions	12
Article	16	Welding Tests	12
Article	17	Seniority	13
Article	18	Shop Committee	13
Article	19	Grievance Machinery	14
Article	20	Union Label	16
Article	21	Duration of Agreement	16

ADDENDA

Addendum	I	Wage Page	17
	II	Contract Welders	18
	III	Letter of Intent – Benefit Plan	19
	IV	Letter of Understanding – BCABEAP	21
	V	Memorandum of Agreement – Union Label	22

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. The Employer shall furnish the employee and the Union Representative with updated copies of all policies, rules, and regulations.
- 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. It is agreed, by the parties to this agreement, that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.
- 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 or damage of any of these tools immediately to his supervisor.

Section 2 An employee found deliberately misusing Employer equipment or property, may be subject to discipline which may include dismissal. This will include, through negligence, the non-use of safety attachments on tools. Adequate protection is to be provided by the Employer for all tools and equipment.

Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

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.

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 apply to become a member of the Union upon the completion of ninety (90) days of employment. 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 Checkoff Dues before going to work.

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 Boilermakers' Construction or Maintenance Agreements in effect at that time.

Section 4 Should an employee solicit work in field construction or maintenance, 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.

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 to 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.

Section 5 When an employee is required to take training, such training shall be given during normal work hours. Should the employee be required to take such training after the normal hours of work, the employee shall receive the

applicable overtime rate. Training that is optional, not a condition of employment, shall not be subject to the above.

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 shall accept work other than day shift when requested by the Employer.

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 for the first shift. Subsequent shifts will not receive the four (4) hours show up pay if they have received a minimum of six (6) hours notice prior to the commencement of their shift. If this occurs more than twice in any one week, then the employee shall, at his option, be entitled to a layoff.

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 beyond eight (8) hours per shift, on a 5X8 work week or, a ten (10) hours per day compressed work week is overtime paid at 1.5 times the regular rate of pay to a maximum of twelve (12) hours. Saturdays shall be paid at 1.5 times to a maximum of twelve (12) hours. Sundays and Statutory holidays are to be paid at double time.

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 emergency work and scheduled overtime is distributed on an equitable basis, giving due consideration to skill and classifications.

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 and every four (4) hours thereafter, with twenty (20) minutes at the applicable rate to consume the meal. In lieu of the hot meal, a \$25.00 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 of which the employee receives no notice thereof until the last regularly scheduled shift which the overtime follows. When the employee is working SCHEDULED overtime of more than two (2) hours, he shall provide his own second meal and be given twenty (20) minutes at double time to consume the 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 (7:00 a.m.) on the day which is recognized as the holiday.

Section 6 Where a holiday occurs during a 5 x 8 work week, the maximum of thirty-two (32) hours per week shall form the basis of maximum straight time rate, or during a 4 x 10 work week, the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

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.

ARTICLE 8 VACATIONS

Section 1 Vacation pay is to be calculated and paid each pay period or at the time of vacation as per the following schedule:

Length of Continuous Employment	% of Regular Pay	Vacation Time
0 - 12 months	4%	10 regular work days
13 - 60 months	6%	15 regular work days
61 - 120 months	8%	15 regular work days
121 - 180 months	10%	20 regular work days
181 - longer	10%	25 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 insure 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.

ARTICLE 10 BEREAVEMENT LEAVE

Section 1 Three (3) days off with pay for the death of a member of the immediate family, which includes: mother, father, sister, brother, step-mother, step-father, daughter, son, wife, husband, mother-in-law, father-in-law, and common-law spouse.

ARTICLE 11 BOILERMAKER'S SHOP HEALTH AND WELFARE PLAN

Section 1 The Employer will provide a benefit plan with benefits which are set out in the Addendum 3. The terms of the plan are set out in the Benefit Booklet. A copy of the booklet will be made available to each employee. Benefits will commence after sixty (60) calendar days of employment.

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 dollars (\$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 the Government in the Alberta Health Care rate.

Section 3 Formed ear protection will be provided by the Employer, for each employee who has completed ninety (90) days of employment, subject to the following payment arrangement. Payment of all original and replacement formed ear protection shall be shared as follows: 75% employer and 25% employee

A maximum of two (2) pairs per year will be provided as part of this payment arrangement. Any additional replacements will be paid for in full by the employee.

Section 4 The Employer shall contribute on behalf of each employee to the BCABEAP, as per the attachment.

ARTICLE 12 RETIREMENT PLAN

Section 1 The Employer will contribute as per Addendum I to a Registered Retirement Savings Plan (RRSP) invested in a financial institution of its choice after the new employee has completed sixty (60) days of probation.

The employee may request that an additional amount be deducted from his wages to be added to the amount contributed by the Employer to an RRSP as listed in Addendum 1. This opportunity will be available at the beginning of each year and will remain in affect for that year. Changes to this amount may be made by the employee on a year-to-year basis.

Section 2 The current month's contributions shall be remitted by the twentieth (20th) 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.

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, Forger 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. 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, Forger and Helpers of the International Constitution, Article XI.

The Employer recognizes the need to assign the proper skill classification considering safety, government regulations, and the quality of work and will follow this principle in scheduling the work crews.

The Union recognizes also that the fabrication, servicing, and repair of heat exchangers and pressure vessels in a shop environment requires that the employees assist one another across classification lines in the daily scheduled work to provide flexibility and hence create the optimum productivity and minimize delays.

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) Journeymen. 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) Fifty percent (50%) of the tuition verified by presentation of legitimate receipts for apprenticeship training shall be reimbursed by the Employer if the apprentice achieves a grade of eighty-five percent (85%) or more on his apprenticeship course.

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 **STUDENTS**

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, beginners classification shall apply to those employees that have no work experience and whose intent it is to enter into the apprenticeship program. Upon completion of six (6) months, the Employer will offer the individual an apprenticeship. 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 on the Employer's premises of personal effects owned by the employee to a maximum of \$200.00. These facilities shall meet environmental standards.
- 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. All such vessels shall be marked with warning signs where they have not been tested for work or safe entry.
- Section 3 If any employee meets with an accident during working hours and his physician deems him unfit to continue his shift, he shall be paid at his regular pay for the full shift.
- Section 4 The Employer shall provide coveralls and gloves on an exchange basis.
- 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 The Employer where practical shall provide plug-ins for all regular employees. Where it is not practical to provide plug-ins, a boosting service will be made available.
- Section 7 Employees shall be allowed a five (5) minute personal clean-up time prior to the end of their shift.
- Section 8 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) calendar 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 Employer shall, upon successful completion of a qualification test, be paid for the test time to a maximum of four (4) hours pay at his regular rate after he has worked for two (2) weeks

or completed the minimum requirement on his dispatch slip – whichever is the least.

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 which 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 A separate seniority list shall be kept for each category as per the classification listings. In the case of layoffs, each classification list shall be considered a separate unit. The Employer will supply classification/seniority lists.
- 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 provided there is work available for which he is qualified. Otherwise, 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. The shop steward will be on this committee.

Section 4 Safety committee meetings shall be held at least once 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. If no extension has been requested in writing by the Union and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Employer. If no extension has been requested in writing by the Employer and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Union.

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, 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 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. If no extension has been requested in writing by the Union and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Employer. If no extension has been requested in writing by the Employer and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Union.

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 to 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 Employer 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 February 1, 2017, and shall remain in full force and effect until January 31, 2020, 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 here to have executed this Agreement the _____ day of _____, 2017.

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

Alberta Custom Pipe Bending &
MFG. (2010) Ltd.

Dean Milton, Business Manager

Ken Kjosness

Blair Savoie

Ethan Cooper

bk/cope #458

**ADDENDUM I
ALBERTA CUSTOM PIPE BENDING & MFG. (2010) LTD.**

WAGE PAGE

Classification	Feb. 1 2017	Feb. 1 2018	Feb. 1 2019
	-5%	Wage Open	Wage Open
Foreman	\$ 40.74		
Leadhand/Chargehand/Asst. Foreman	\$ 40.08		
B Welder 1	\$ 39.31		
B Welder 2/Layout Fitter	\$ 37.90		
Machinist (w/ticket)	\$ 36.20		
BM/SF/Journeyman Welder/Crane Operator/Senior Pipe Bender	\$ 34.03		
BM/SF (No Ticket)	\$ 29.55		
Machinist (No Ticket)	\$ 29.55		
Production Worker	\$ 24.71		
Helper 1	\$ 22.71		
Helper 2	\$ 20.79		
Labourer	\$ 15.87		
Beginners	\$ 15.18		
Student Labourers	\$ 14.01		
Apprentices - BM/Welder/Steel Fabricator			
1st Year (60%)	\$ 20.42		
2nd Year (75%)	\$ 25.52		
3rd Year (90%)	\$ 30.63		
Apprentices - Machinist			
1st Year (55%)	\$ 19.91		
2nd Year (65%)	\$ 23.53		
3rd Year (75%)	\$ 27.15		
4th Year (85%)	\$ 30.77		
RRSP	2.00	2.00	2.00

Shift Differential shall be two dollars (\$ 2.00) per hour for the second and third shifts.

60 days after commencement of employment welders in the "B" Welder 2 classification shall be reviewed by shop management to determine if the employee is eligible to move to "B" Welder 1 classification.

Note: Wages in effect from date of signing.

ADDENDUM II
ALBERTA CUSTOM PIPE BENDING & MFG. (2010) LTD.

CONTRACT WELDERS

Reference: Article 4 – Union Security – Section 1

This addendum is to be read in conjunction with the above referenced Article and Section.

“After forty-eight (48) hours where the Union has not been able to secure the necessary number of “B” pressure welders (possessing the required qualifications) within the initial call, the Employer may hire short-term contract welders to undertake the required work until such time that the Union dispatch can supply the required qualified manpower. At that time, the short-term welder’s contract will be terminated. The Employer agrees that it will advise the Union at the time of the expiration of the forty-eight (48) hour limit as to the hiring of contract welders. As the contract welders will not be hired as Alberta Custom Pipe Bending & MFG. (2010) LTD. employees, the Union waives the need for them to become members of the Union within fifteen (15) days. This procedure is expected to be the exception rather than the rule, as it is anticipated that the Union will be able to supply the Employer’s manpower needs when requested to do so.”

bk/cope #458

ADDENDUM III
ALBERTA CUSTOM PIPE BENDING & MFG. (2010) LTD.
BENEFITS PLAN

**Subject: Letter of Intent Re: Shop Contract Negotiations
Health & Welfare**

This document shall serve as a letter of intent by Alberta Custom Pipe Bending & Mfg. (2010) Ltd. to implement a Health and Welfare Plan.

It is our intent to achieve this in a timely fashion and will be introduced into this collective agreement as Addendum III.

Until such time as the new health and welfare plan comes into effect coverage under the present Health and Welfare plan will continue for those employees presently covered under the plan.

bk/cope #458

SCHEDULE OF BENEFITS

Effective: March 1, 2009

Life	\$50,000
AD & D	\$50,000
Weekly Indemnity Short-Term Disability	\$435/Week E.I. Integrated
Long-Term Disability	\$1,500/Month (CPP Offsets)
Extended Health Care	Deductibles: \$25.00/\$50.00 100% Coverage for Generic Drugs or a brand name drug only when medically required or no generic drug available
Vision Care (Employees)	\$375.00/Yr. for lenses \$100.00 every 2 years for frames \$250.00/Year Industrial Safety Glasses
(Dependents)	\$140.00/24 Mo. For lenses \$ 60.00/24 Mo. 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 IV
ALBERTA CUSTOM PIPE BENDING & MFG. (2010) LTD.**

LETTER OF UNDERSTANDING – BCABEAP.

Letter referred to in Article 11 – Boilermakers’ Shop Health and Welfare Plan

Alberta Custom Pipe Bending & Mfg. (2010) Ltd. agrees a service of the type BCABEAP. provides is needed and further agrees to use this service to cover all employees who come under the jurisdiction of this collective agreement for a trial period of twelve (12) months. After the twelve (12) month period a review of the usage of the plan, Alberta Custom Pipe Bending & Mfg. (2010) Ltd. will decide whether to continue to use this service or transfer to a plan that is comparable to, or comprises of better benefits. In no instance will the services provided be of a lesser benefit level that is provided by BCABEAP.

MEMORANDUM OF AGREEMENT

BOILERMAKERS UNION LABEL

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, and CLC recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed an approved agreement with this BROTHERHOOD under which skilled workers and members of our craft enjoy a high standard of wages, hours, fringe benefits, and other conditions of employment.

In consideration thereof, the INTERNATIONAL BROTHERHOOD now authorizes this EMPLOYER to affix the BOILERMAKER UNION LABEL to products fabricated under the terms of this agreement in his shop or plant. The EMPLOYER agrees to be bound by the following procedures for affixing the label:

- 1) The BROTHERHOOD'S UNION LABEL is the property of the BROTHERHOOD and shall only be affixed to the EMPLOYER'S product by the UNION'S duly authorized UNION LABEL STEWARD. Such steward shall be designated to the Employer in writing by the Union.

- 2) This Memorandum of Agreement shall be valid only so long as the EMPLOYER'S LABOUR AGREEMENT with this BROTHERHOOD is approved and in full force and effect.

All the foregoing was agreed to this date _____ at _____ by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC, and ALBERTA CUSTOM PIPE BENDING & MFG. (2010) LTD.

(Company)

For the INTERNATIONAL BROTHERHOOD

For the EMPLOYER

Joseph Maloney, Int'l. Vice-President
Western Canada Section

Dean Milton, Business Manager
/Secretary-Treasurer, Boilermakers
Local Lodge 146