

# **SHOP WORK AGREEMENT**

## **ARTICLES OF AGREEMENT**

*between*

**TIW WESTERN Inc.**

*(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.**

*(Hereinafter referred to as the "Union")*

Effective: April 1, 2018 to March 31, 2020

R1: Corrected dates on Page 14, article 18.01

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THIS AGREEMENT, governing wages and working conditions in the Employer's Fabricating Shop, shall govern the relations between the Union and the Employer.

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

- 1.01 The Employer recognizes the Union as the 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 covered under Certificate #340-2001. Provided however, that the Employer is free to conduct research or development of new products or to install and test new equipment.
- 1.02 The Union agrees to cooperate with, and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to its customers.
- 1.03 This Agreement shall cover all hourly paid employees as listed under Addendum I and within the jurisdiction of Local 146 and shall pertain to no others.
- 1.04 All reference to weeks, days or hours as time periods, are to be considered as working weeks, working days or working hours unless a contrary intention is expressed.

### **ARTICLE 2: MANAGEMENT**

- 2.01 It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The number of employees required for any classification or operation, 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.
- 2.02 The Employer has the right to make and alter rules and regulations to be observed by employees, provided that they are not inconsistent with this Agreement. Unless specifically involving safety issues, there will be a one week grace period before the rules are enforced.
- 2.03 It is the exclusive function of the Employer to select for hire, promote, demote, transfer, assign work, train, suspend, discipline or discharge for just cause, employees in the Bargaining Unit, subject to provisions of this Agreement.
- 2.04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

### **ARTICLE 3: RESPONSIBILITIES OF EMPLOYEES**

- 3.01 The Employee must accept reasonable responsibilities for the tools furnished by the Employer, and must report the loss of any of these tools immediately to his Supervisor. The Employer may require an employee to replace lost or stolen tools.
- 3.02 Any Employee found misusing Employer tools, equipment or property, will be subject to disciplinary action. Responsibility for normal wear and tear of property 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 Employees shall adhere to all duties, conditions, and responsibilities and terms of employment posted or published by the Employer, providing they are not inconsistent with this Collective Agreement.

## 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. Should the Union find it impossible to secure the necessary Boilermakers within two (2) business days, the Employer may hire such Boilermakers as are available. The Employer shall deduct, in accordance with the Alberta Labour Relations Code 1988 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 fifteen (15<sup>th</sup>) day of the following month, and forwarded to the International Brotherhood of Boilermakers Union Local 146, 11055 – 48<sup>th</sup> Street S.E., Calgary, Alberta, T2C 1G8 and must be accompanied by a report showing employees name, social insurance number and the amount of dues or levies.
- 4.02 All new employees or those recalled from layoff, must report to the Union office and sign the appropriate forms, also they must report to the Production Manager or his designate who will direct the employees 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 field construction beyond a 50 kilometre radius, the Union shall be notified by Management in advance. Shop employees shall receive rates and conditions as in the established Employer practice.
- 4.04 Any employee who will not be at work on his scheduled shift due to illness or other reasons, must call and leave a message on the Employer's designated phone, prior to the start of the shift. For absences of 3 or more days due to illness, the Employer may request the employee to provide a doctor's note, in such cases the Employer will pay for the cost of the doctor's note, statement or forms up to a maximum of \$80.00.
- 4.05 When an employee exhibits continued absenteeism, lack of performance or infractions of the Collective Agreement and/or Employer safety rules or regulations, the following steps shall be taken by the Production Manager or his designated alternate. If the employee has not received a warning within any six (6) month period, any previous warnings will be removed from his record. Suspensions will be removed after twelve (12) months.

### **STEP 1**

A verbal warning with written record for a first infraction will be issued to the employee in question.

### **STEP 2**

A written warning for a second infraction may be issued to the employee in question.

### **STEP 3**

A third infraction may be cause for reprimand.

### **STEP 4**

A fourth infraction may be cause for dismissal.

Any employee being discharged will only be paid up to the time of discharge. Under no circumstances shall this section override Management's authority to dismiss or discipline any employee at any time in the case of proper cause.

- 4.06 The Employer agrees that all work coming within the jurisdiction of the Union shall be done by employees within the bargaining unit. All such work shall be done by these employees as part of their regular or overtime hourly paid work. Should it become necessary to subcontract work to another Company, the Employer shall give preference to a Union shop where practicable.

## **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.

Normal hours of work shall be from 0600 hours to 1430 on a 5 day per week schedule and 0600 hours to 1630 on a 4 day per week compressed schedule. Afternoon shift, if applicable, will start 30 minutes after the end of day shift and be based on a compressed 4 day, 40 hour work week.

- 5.02 The Employer shall notify the union prior to any change in starting or finishing time. In addition the starting and quitting time of an individual employee may be changed with his agreement.

- 5.03 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 will constitute a regular week's work, Monday through Thursday inclusive.

Continuation of the compressed work week will be reviewed on an annual basis during shop committee meetings held with the Employer.

- 5.04 An employee shall not be required to work during his regular breaks except in emergency or special circumstances, in which case he will receive a re-assigned break.

- 5.05 The Employer shall schedule for all employees two (2) rest periods of ten (10) minutes each during their normal daily working hours for an eight (8) hour scheduled shift, 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.

OR

Employees shall be entitled to two (2) fifteen (15) rest periods in a ten (10) hour scheduled shift.

The Employees are allowed five (5) minutes for tool return and clean up at the end of each shift. Clean up and tool return is not to start until the sound of the buzzer five (5) minutes before the end of shift. Tools, equipment and property must be returned to the tool room and/or put away into assigned tool boxes at the end of each work day.

- 5.06 Employees have a responsibility to the Employer to be at work on a regular basis Monday through Friday for their full shift.

- 5.07 An employee shall be ready to immediately resume their duties at the commencement of the shift. Accordingly a buzzer will sound at 2 minutes before the shift starts to allow employees time to leave the lunch room and proceed to their work station. Similarly, a buzzer will sound 2 minutes before the end of shift to allow employees to leave their work station and proceed to clock out.

## **ARTICLE 6: SHIFT WORK**

- 6.01 Where two (2) or three (3) shifts are working, all shifts shall be paid at the applicable rate as set out in Addendum I.

The shift premium shall be paid on all hours worked. The shift premium shall not be compounded on over-time hours worked.

- 6.02 Employees shall be given a minimum of one week (1) notice exclusive of Saturday and Sunday, prior to any change in their shift except in cases of emergency or work force realignments necessary because of employee absenteeism. This includes modifying the hours within a shift such as in the case of a short work week. The Employer reserves the right of placement of personnel on various shifts. Shifts shall alternate with four (4) weeks on the day shift, four (4) weeks on the second (2<sup>nd</sup>) shift and four (4) weeks on the third (3<sup>rd</sup>) shift. An employee will not be required to work more than four (4) weeks on the above shifts unless they so desire or the Employer requests them to do so for specific shift or process needs, as agreed from time to time between the Employer and the Shop Committee.
- 6.03 Shifts shall be alternated every four (4) weeks. Any exceptions to this can be mutually agreed to between the Union and Management.

**ARTICLE 7: OVERTIME AND STATUTORY HOLIDAYS**

- 7.01 All hours worked before and after any shift in excess of those provided shall be termed overtime.
- 7.02(a) The first two (2) hours of overtime worked per day, Monday to Friday, shall be at time and one half (1 ½ x) the regular rate of pay. The first four (4) hours of work on Saturday will be at time and one half (1 ½ x) the regular rate of pay.  
  
When working a compressed work week the first ten (10) hours worked on Friday on a Monday through Thursday work week and the first four (4) hours on Saturday shall be paid at time and one half (1 ½ x) the basic hourly rate of pay.
- 7.02 (b) All other overtime shall be paid for at the rate of double time (2x).
- 7.03 It is the Employer's right to schedule overtime. The Employer shall make every effort to ensure that requests for employees to work overtime shall be distributed fairly, while also allowing the Employer to maintain efficient and continuous operation of the plant. Such request to work overtime shall not be unreasonably refused. 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 and personal time shall be excluded from this rule. Statutory holidays and Sundays shall also be excluded from this rule.
- 7.04 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 twelve (\$12.00) dollar 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 of 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.
- 7.05(a) An employee covered by this Agreement shall receive pay for the following Statutory Holidays when not worked:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Statutory Holiday is to be accrued by the Employer at each pay period at 4.5% of regular earnings, plus vacation pay. Employees will accrue 5.6% when working a compressed work week. Statutory Holiday will be paid in the pay period in which the Statutory Holiday falls. Amount

paid for each Statutory Holiday will be the accrued amount up to a maximum of 8 hours regular pay (or 10 hours when working a compressed work week).

Employees required to work on these holidays will receive double (2 x) their regular rate of pay for hours worked plus 8 hours regular pay at their regular rate. 10 hours will be paid when working a compressed work week.

- 7.05(b) No work shall be performed on Labour Day, except for the preservation of life or property.
- 7.06 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at 7:00 a.m. on the day which is recognized as a holiday.
- 7.07 Statutory holidays shall be observed on their calendar dates except 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.

## **ARTICLE 8: VACATIONS**

- 8.01 The Employer shall grant vacations with pay to each employee computed at the following rates:
  - Up to 1 year of continuous service 1 day per month to a maximum of 2 weeks when working on a 5 day, 8 hours per shift, or 8 working days when working on a 4 day, 10 hours per day shift, plus 4% of gross earnings.
  - 1 year but less than 3 years of continuous service 2 weeks, plus 5% of gross earnings.
  - 3 years but less than 6 years of continuous service 3 weeks, plus 6% of gross earnings.
  - 6 years but less than 11 years of continuous service 4 weeks, plus 8% of gross earnings.
  - 11 years but less than 18 years of continuous service 4 weeks, plus 9% of gross earnings.
  - 18 years or more of continuous service, 5 weeks, plus 10% of gross earnings.

Vacation earnings will be accrued by the Employer and the total accrued amount shall be paid to the employee in a separate deposit when the employee is scheduled to take his vacation. Pay out of total accrued vacation earnings will be limited to a maximum of three (3) requests per year not including the amount paid out at year end. The employee must request the accrued vacation earnings on an Employer provided "Vacation Pay Request" form at least three (3) weeks prior to the commencement of vacation.

Vacation amounts accrued in a calendar year can be rolled over into the next calendar year such that, at the employee's discretion, there can be up to two years of vacation accrual in the account. On the last pay period of the year, only the amount of vacation pay rolled over from the previous year will automatically be paid out. The employee must request any amount above the automatic payout amount.
- 8.02 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. The Employer will, by posting an appropriate notice by March 31<sup>st</sup> of each year, request employees to select their vacation period. Employees shall make their selection by May 1<sup>st</sup>. If such selection is not made, any later selection shall be on a first come basis without regard to seniority (though again subject to efficient and continuous operation of the plant). Annual vacation entitlement to be scheduled from January 01 to December 31 of each year. Vacation entitlement is to be taken a minimum of three (3) days on a four (4) day shift or four (4) days on a five (5) day shift and a maximum of two weeks at a time during June 1, to September 30.
- 8.03 It shall be mandatory for employees to take vacations after one (1) full year of consecutive employment. If a selection is not made by the employee by October 30, the Employer will

schedule mandatory vacation time to be taken in the remainder of the calendar year. For employees with entitlement up to two (2) weeks, it shall be mandatory for employees to take their full vacation entitlement each year. For employees with entitlement greater than two (2) weeks, it shall be mandatory for employees to take two (2) weeks of vacation entitlement each year. Any unused vacation entitlement over two (2) weeks shall be declared by October 30. If not declared, any remaining vacation entitlement will be forfeited.

- 8.04 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 earnings.
- 8.05 If the Employer or Employee wishes to request a change to a previously agreed to vacation period, at least two (2) weeks written notice shall be given.
- 8.06 In the event that the Employer wishes to close or partially close the plant for summer vacations, the Employer will post a notice giving the dates sixty (60) calendar days prior to the commencement of such closure.

## **ARTICLE 9: WAGES, HEALTH & WELFARE, EDUCATIONAL TRAINING FUND & PENSION**

- 9.01 Wages as set out in Addendum I shall remain in effect from ratification.

The wage classifications as shown in Addendum I are identical to the seniority classifications referenced in other sections of this Agreement.

- 9.02 PENSION PLAN

The Employer will provide contributions to the Boilermakers National Pension Plan as set out in Addendum II.

Contributions will commence upon completion of the employees probationary period.

- 9.03 BENEFITS

The Employer will pay 75% of the costs of the Benefit Plan as set out in the Addenda and the Employee will pay 25% of the costs of the Benefit Plan. All premiums will be submitted by the Employer to the Secretary Treasurer of Local 146 before the fifteenth (15<sup>th</sup>) day of the following month.

Company contribution to be limited to a maximum of \$292.50 per month. This is based on a 75% share of \$390.00 per month total benefit cost.

Company contribution to the plan, for a new employee, shall be commence on the first day of the month following completion of the four hundred eighty (480) hour probationary period.

The Benefit Plan that will be incorporated into the Collective Agreement will be the International Brotherhood of Boilermakers' (Canada) Plan

- 9.04 TRAINING FUND

The Employer shall contribute ten (10) cents per regular hour worked to assist in the finance of the operation of the Calgary Educational Training Trust Fund.

The current month's contributions shall be made payable to the Calgary Educational Training Trust Fund and remitted by the 15th day of the following month to Local 146 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, 11055 – 48<sup>th</sup> Street SE, Calgary Alberta T2C-1G8. The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked and the amount of the



contribution. Rate changes are conditional on all Calgary Local 146 Boilermaker shops agreeing as well.

## ARTICLE 10: WORKING CONDITIONS

- 10.01 A change and lunch room and personal lockers shall be provided. Location of these facilities is at the discretion of the Management. The Employer is responsible for the destruction by fire or flood on the Employers premises of personal effects owned by the employee to a maximum of five hundred (\$500.00) dollars.
- 10.02(a) If an employee meets with an accident during working hours, he shall report the accident to his Supervisor, HSE Coordinator or First-Aid Person 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. Follow up treatment as much as is practical will be received before or following working hours.
- 10.02(b) When practicable, 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 Supervisor, HSE Coordinator or First-Aid Person prior to the completion of the shift. Failure to comply may result in disciplinary action.
- 10.03 The Employer agrees that should an employee be called by reason of a Crown subpoena or to serve on a jury, that said employee shall not forfeit loss of wages up to a maximum of one (1) week. The Employer shall pay the difference between whatever compensation the employee received for serving on a jury and the regular amount of wages he would normally earn. It is the employee's responsibility to provide evidence of service and amount of pay received.
- 10.04 In the event of a death of an employee's spouse, child, mother, father, brother, sister or step parent, such employees shall receive three (3) days off with regular pay.
- In the event of a death of an employee's grandmother, grandfather, mother-in-law, father-in-law or grandchild, such employee shall receive two (2) days off with regular pay where the employee attends the funeral or one (1) day off with regular pay where the employee does not attend the funeral.
- The above shall not apply if the employee is on vacation or leave-of-absence. In all cases, proof of death will be required.
- 10.05 The parties hereto recognize the importance of safety provisions in the plant for the welfare of employees and the protection of the Employer's property. The Employer agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment. There shall be a permanent Safety Committee consisting of not more than three (3) persons who shall be employees of the Employer, selected by the Union and an equal number of persons selected by the Employer. This Committee shall meet regularly on one day of each month to be agreed upon by the members of the Committee, to investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Employer and it agrees to make reasonable efforts to improve any safety defects or unhealthy condition, which the Committee may call to its attention. A copy of the minutes of the Safety Committee meetings shall be sent to the Union's office.
- 10.06 Intentionally deleted.
- 10.07 The Employer will supply each employee with gloves as often as required at no cost to the employee upon the return of worn out gloves. The quality of such gloves shall be adequate for the work to be performed.
- 10.08 The Employer will provide a coverall program that includes two (2) washed pair of coveralls per week and an accompanying locker system.

- 10.09 For each employee the Employer will pay to such employee up to the sum of Two Hundred and Fifty dollars (\$250.00) for CSA approved safety boots and insoles during a contract year. Proof of purchase will be required. In order to be eligible, an employee must have completed six (6) months of accumulated employment with the Employer. The employee shall be responsible for maintaining their CSA approved safety boots in good repair. Boots with exposed steel toes or boots not properly repaired are not acceptable.
- 10.10 The Employer will supply the tools required by each employee for the normal performance of his duties, including tapes, tape refills and chipping hammers on a sign out basis. All articles to be returned in good condition, normal wear and tear excepted. The cost of such articles not so returned, shall be deducted from the employees pay cheques.
- 10.11 The Employer will supply parking spaces equipped with an electrical outlet of sufficient capacity for a block heater. In the event that available parking is not sufficient, then such parking spaces shall be for the exclusive use of the Employer's employees, and shall be allocated on the basis of seniority.
- 10.12 For each employee the Employer will provide such employee a set of custom fit, molded hearing protection. In order to be eligible, an employee must have completed his probation period with the Employer. An annual inspection of the molded hearing protectors will be performed by a qualified supplier to determine their condition. If after two (2) or more years, replacements are deemed necessary, they will be exchanged at no cost to the employee. Loss or damage to the hearing protectors prior to two (2) years will be at the employee's cost. Temporary disposable ear plugs will only be provided until replacement hearing protectors are received.

#### **ARTICLE 11: BREAKDOWN CALLOUT**

- 11.01 Any employee who reports for work at his scheduled shift shall be paid for the actual time worked, or for four (4) hours pay, unless he was previously notified not to report for work or unless the unavailability of work was due to acts of God or conditions beyond the control of the Employer.
- 11.02 An employee called back after they have completed their scheduled shift and have left the plant, shall be paid for a minimum of two (2) hours at double time (2x) their regular rate of pay.

#### **ARTICLE 12: SENIORITY**

- 12.01 Seniority in a classification shall govern layoffs and recalls. An employee shall not be entitled to seniority rights until he has served a probationary period of four hundred and eighty (480) regular hours worked at which time his seniority will date back to the date of hire. A probationary employee who is discharged shall not be entitled to grieve the discharge.

Separate seniority lists shall be kept for each of the classifications listed in Addendum I. In the case of layoff, each list shall be considered a separate unit. The seniority lists shall be posted on the notice board and a copy of each list shall be forwarded to the Secretary Treasurer of the Union, every three (3) months. The list shall be posted on the board and revised every three (3) months, or upon request.

- 12.02 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-Member/Permit in a classification.
  2. Travel Card Members from other locals in a classification.
  3. Members of Local 146.

Consideration must also be given to retaining sufficient capable (normally by actual experience with the Employer) employees in each job classification to suit the nature of the work remaining.

12.03 Employees laid-off shall retain their seniority accumulated to the time of a layoff, provided the layoff does not exceed twelve (12) months, after which the employee must make arrangements with the Employer, or return to work within one (1) week after receiving a written notice of recall to be mailed to the employee's last known address in order to preserve his seniority rights.

12.04 Accumulated seniority shall be lost to any employee if:

- a) He is discharged.
- b) He voluntarily quits.
- c) He fails to report to the Employer or produce a medical certificate within three (3) working days after being notified to report to work following layoff.
- d) He is absent from work for three (3) consecutive working days without notifying the Employer or, he notifies of the cause of his absence and that cause is not reasonable.
- e) He fails to report to work and return following the conclusion of an approved leave of absence or vacation.
- f) Layoff exceeds six (6) months for employees with up to five (5) years seniority, or twelve (12) months for employees with over five (5) years seniority.

12.05 Any employee absent for reason of illness or injury, shall accrue seniority up to a maximum of twelve (12) months as a result of sickness covered by medical certificate or an accident recognized by the Workers Compensation Board.

12.06(a) Layoff Notice:

1. When it becomes necessary to layoff employee(s), the determination as to the employee(s) who is to be laid off shall be made in accordance with the foregoing provisions of this Article 12 and the following shall apply:
2. Short Term layoffs: are layoffs of five (5) consecutive working days or less which are due to lack of work or breakdown of machinery, floods, fires or Acts of God. No notice is required for such layoffs.
3. Temporary layoffs: are layoffs exceeding five (5) consecutive working days but less than sixty (60) calendar days. For such layoff, employees with more than sixty (60) days service shall receive two (2) days' notice.
4. Layoffs must comply with the Employment Standards Code.
5. Unless permission has been granted, an employee who fails to report for work during the notice period, shall be deemed to have quit.
6. When circumstances warrant, the Employer may offer an extension of notice given under subsections 12:06(a)3 or 12:06(a)4 with mutual agreement by the employee. However, the employee, at his sole discretion may decline to accept the extension electing layoff in accordance with the original notice. In addition, any such extension of notice shall not be counted as layoff notice time.

12.06(b) Recall Procedure:

1. When forces are to be increased by means of recall, the following shall apply:

The Employer shall make the determination of employees to be recalled on the basis of ability and seniority within individual job classifications.

Employees being recalled shall be notified in accordance with Section 12:03. In addition, the Employer will promptly mail a copy of this recall list to all employees within the same classification with seniority greater or equal to the recalled employees.

The Employer will advise the Shop Steward of the names of employees being recalled in advance of the recall.

2. Such other employees, if they have the required ability (normally by actual experience with the Employer) and seniority, may within four (4) regular days of the mailing, apply to replace an employee on the recall list.

Recalled employees displaced by this provision shall, if they have started work, be again laid off in accordance with Section 12:02 except that notice need not exceed three (3) days.

3. Where an employee is not available for recall due to illness or injury or other bona fide reason acceptable to the Employer, the employee must inform the Employer, in writing, of his projected date of availability and he shall be recalled within ten (10) days of that date. If the employee is not then available for renewed reasons as noted above, he shall be included for recall consideration on the next recall requirement.

### **ARTICLE 13: SHOP COMMITTEE**

- 13.01 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.
- 13.02 The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than one (1) or 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 important that seniority does not affect his layoff. Therefore, in the event of layoff, he shall be the second (2<sup>nd</sup>) last person 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 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.
- 13.03 The Shop Committee shall act in the capacity of the Grievance Committee and the names of the Committee shall be provided in writing to the Employer.
- 13.04 Cooperative meetings between Management and the Shop Committee shall be held once per month or less if mutually agreed. The proposed agenda will be provided two (2) working days or more prior to the meeting to allow the other party to add to, and prepare for the meeting.

### **ARTICLE 14: GRIEVANCE MACHINERY**

- 14.01 "Grievance" means any difference between the parties (Union, Employees and the Employer) bound by this Agreement, concerning the interpretation, application, operation or alleged violation thereof, including any questions as to whether the grievance is arbitrable. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing.
- 14.02 All grievances shall be finally and conclusively settled without stoppage of work in the manner following. Prior to Step 1 on any grievance, the employee should have discussed the issue with the Shop Supervisor.

#### **STEP 1**

The Griever shall, with his Shop Steward, discuss any grievance action within one (1) working week, with his Supervisor.

#### **STEP 2**

Failing settlement within one (1) working week of a grievance under Step 1, 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 Production

Manager, within five (5) working days of the date of the incident giving rise to the grievance. The Production Manager shall give the Employer's decision within five (5) working days of receipt of the written grievance.

**STEP 3**

If the decision of the Production Manager is unsatisfactory, then within five (5) working days of the date upon which the Production Manager's decision was rendered, the grievance shall be discussed between an official of the Union, the Shop Steward and the Production Manager or his designated Representative and an official of the Employer.

**STEP 4**

If the Employer's answer in Step 3 is unacceptable, the grievance shall then be discussed within twenty-five (25) working days from the incident giving rise to the complaint at a meeting of the General 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 ten (10) working days from the conclusion of step 4 that it wishes to submit the matter to arbitration pursuant to the Alberta Labour Relations Code.

14.03 Probationary employees shall not be permitted to file a grievance nor shall the subject of dismissal of probationary employees be the subject of a grievance.

14.04 Arbitration:

Any differences or disputes between the Employer and the Union, or between the Employer and Employee(s), relating to the interpretation, application, administration or alleged violation of the Collective Agreement that has not been satisfactorily resolved pursuant to the grievance procedure outlined in Article 14:00, may be submitted to Arbitration. Either party desiring to proceed to arbitration must notify the other in writing within ten (10) days following the completion of Step 4 of the grievance procedure.

A sole Arbitrator will conduct the arbitration proceedings. The parties will endeavor to select the single Arbitrator without delay. Either party may apply to the Minister of Labour pursuant to the Labour Relations Code to select the Arbitrator in the event that the parties cannot reach an agreement on the Arbitrator in a reasonable time.

The sole Arbitrator shall be governed by the terms of the collective agreement and 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, that Arbitrator may substitute any penalty for the dismissal or discipline that seems just and reasonable in all the circumstances.

The Arbitrator will issue a decision in writing, such decision shall be final and binding upon the parties and employees affected by it.

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 15: UNION LABEL**

15.01 The Employer and the Union shall enter into a Union Label agreement.

**ARTICLE 16: NO STRIKES OR LOCKOUTS**

16.01 The Employer agrees that it will not cause or direct any lockout of its employees for the term of this Agreement. The Union agrees that neither it, nor its Representatives will, during their term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slowdown or curtailment or restriction of production, or interference with work in or about the Employer's plant or premises. The Union further agrees that any Employee, or

Employees participating in, taking part in, instigating or assisting in instigating, in such strike, picketing, sit-down, stand-in, slowdown or curtailment or restriction of production, interference with work in or about the Employer's plant or premises for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow down" shall mean a condition or wilful restriction or reduction of production by an Employee which is within such Employee's reasonable control.

#### **ARTICLE 17: PLANT VISITATION**

- 17.01 The authorized Business Representative of the Union shall be allowed to visit the office of the Employer during normal business hours. After notifying the Production Manager of the purpose of the visit, he will be permitted access to the Employer's shop during working hours to investigate any matter covered by this Agreement, but he shall in no way interfere with the progress of the work.

#### **ARTICLE 18: DURATION OF AGREEMENT**

- 18.01 This Agreement shall become effective April 1<sup>st</sup>, 2018 and shall remain in full force and effect until March 31<sup>st</sup>, 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 no later than three (3) weeks after receipt of such notice. Where 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.

#### **ARTICLE 19: SAVINGS CLAUSE**

- 19.01 In the event any provision of this Agreement is in conflict with the applicable laws of Canada and/or the Provincial Statutes, the parties agree to re-negotiate such provisions for the purpose of making it conform to such applicable laws of Canada and/or the Provincial Statutes where required. However, all other provisions of this Agreement shall remain in force.

#### **ARTICLE 20: LETTER OF INTERPRETATION, UNDERSTANDING AND/OR APPENDUMS, APPENDIXES**

- 20.01 Any letters of interpretation, understanding and/or addendums, appendixes, mutually agreed to by both the Union and Employer, shall be considered to be part of this Agreement, for the duration of this Agreement and shall be automatically extended unless either party provides written notice to alter, amend or delete such letters prior to the commencement of negotiations.

**IN WITNESS THEREOF the parties hereto have executed this agreement this**

**26<sup>th</sup> day of April 2018**

**SHOP WORK AGREEMENT**

**between:**

**TIW WESTERN Inc.**

**("Employer")**

**and:**

**INTERNATIONAL ASSOCIATIONS OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND  
HELPERS, LOCAL 146, A.F. OF L., C.I.O.**

**("Union")**

***For the Employer***

***For the Union***

\_\_\_\_\_  
Chad Goll

\_\_\_\_\_  
Terry Defreitas

\_\_\_\_\_  
Carl Grosh

\_\_\_\_\_  
Ian Broadhurst

\_\_\_\_\_  
Simon Bordeniuk

\_\_\_\_\_  
Dean McDougall

\_\_\_\_\_  
Dave Dyer

## ADDENDUM I

### WAGES

<b>Classification</b>	<b>4/1/2018</b>	<b>4/1/2019</b>
Pressure Welder "B"	43.29	44.15
Pressure Welder "C"	37.32	38.07
Welder 1st Class Journeyman (ticketed)	35.57	36.28
Ticketed Pipefitter	42.29	43.13
Journeyman Fitter (ticketed)	41.30	42.12
Fitter - 1st Class (non-ticketed)	37.46	38.21
Fitter - 2nd Class (non-ticketed)	34.81	35.51
Maintenance Person (ticketed)	39.98	40.78
Maintenance Person (non-ticketed)	34.81	35.51
CNC Machine Operator I	37.46	38.21
As per Machine Operator I with programming capability		
Machine Operator I	34.81	35.51
As per Machine Operator II plus Boring Mill, Lathe, 15 Ton Mobile Crane Operator, Qualified Sandblaster/Painter, Multi-torch Lead Operator, CNC Machines		
Machine Operator II	31.98	32.62
Drill, Iron Worker, Saw, Threader, etc. Bull Moose Operator, Tube expanding/bending		
Truck Driver & Store Keeper	32.22	32.86
Production Worker I	27.21	27.75
As per Production Worker II plus operates power hand tools, other semi-skilled work with and under the direction of other classifications above.		
Production Worker II	24.20	24.68
As per Production Worker III plus operates Overhead crane and forklift for material Handling, scissor lift, swamper, operates grinder		
Production Worker III	19.50	19.89
General cleaning, sweeping, garbage handling, and other manual labour, pipeyard/stores, helper, & operates forklift-overhead crane associated with duties of the classification.		



Fitter Third Year Apprentice	90%	90%
Fitter Second Year Apprentice	75%	75%
Fitter First Year Apprentice	60%	60%
Welder Third Year Apprentice	90%	90%
Welder Second Year Apprentice	75%	75%
Welder First Year Apprentice	60%	60%

**Pension:** 3.50 3.50

Pension contributions will commence upon completion of the employees probationary period.

**Lead Hand:** Shall be paid \$1.50 per hour above the rate of his classification

**TIG Welder:** 2 Hand position capable of doing Return Bend TIG Welding shall be paid \$1.00 per hour above Pressure Welder "B" rate

**Shift Premium:** Second (2<sup>nd</sup>) shift - \$1.75 per hour  
Third (3<sup>rd</sup>) shift - \$2.25 per hour

**Apprentices:** Apprentices will be paid sixty dollars (\$60.00) per week while attending school upon successful completion of their current training year. Upon completion of the apprenticeship program and passing Government tests, shall be reclassified and paid as Fitter I or Welder 1. No employees wage rate shall be reduced because of his being reclassified as an Apprentice.

**Note #1:** Probationary employees will receive \$2.00 per hour less than the rate shown in all classifications.

**Note #2:** For Production Worker classifications. After six (6) months in the classification, the employee's competency for the classification will be reviewed. If competent, the employee will stay in the classification, if not competent, employee may be reverted to the lower classification. Promotion to the next classification will be made if competent and work in classification is available. Such promotion will be applicable prior to hiring for that position from the Union.

**Note #3** **Continuing Education:** The Employer shall make reasonable efforts to accommodate employees who wish to take trade related courses or enter into an apprenticeship (relevant to the work performed in this shop. Such requests will not be unreasonably refused, if adequate notice is given as to the required days off. Employees will not be required to use their vacation days. Preference for the above will be given in order of seniority.

## **ADDENDUM II**

### **EMPLOYEE BENEFITS**

Employee benefits will be as per the International Brotherhood of Boilermakers' (Canada) benefits package and administered by the Union.