

# **TIW WESTERN Inc.**

**Letter of Understanding**  
Between  
Boilermakers Union Lodge 146  
And  
**TIW WESTERN Inc.**

Date: January 30, 2019

As mutually agreed, the existing Nisku Collective Agreement (April 1, 2016-March 31, 2020) will be extended to March 31, 2020. With regards to Article 18.01; the rights to reopen contract negotiations will reflect this date.



**Keith Fisher**  
Plant Superintendent  
TIW WESTERN Inc.



**Chad Goll**  
President & General Manager  
TIW WESTERN Inc.



**James Letendre**  
Shop Steward



**Darcey Kooznetsoff**  
Business Representative  
International Brotherhood of Boilermakers  
Lodge 146

# **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 1st, 2016 – March 31st, 2019**

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

**TABLE OF CONTENTS**  
**ARTICLES OF AGREEMENT**

Article 1	Recognition, Scope & Purpose of Agreement.....	3
Article 2	Management .....	3
Article 3	Responsibilities of Employees.....	3
Article 4	Union Security.....	4
Article 5	Hours of Work.....	5
Article 6	Shift Work.....	6
Article 7	Overtime and Statutory Holidays.....	7
Article 8	Vacations.....	8
Article 9	Wages, Health & Welfare, Educational Training Fund, BCABEAP & Pension.....	9
Article 10	Working Conditions.....	11
Article 11	Breakdown and Callout.....	13
Article 12	Seniority.....	13
Article 13	Shop Committee.....	15
Article 14	Grievance Machinery.....	16
Article 15	Union Label.....	17
Article 16	No Strikes or Lockouts.....	18
Article 17	Plant Visitations.....	18
Article 18	Duration of Agreement.....	18
Article 19	Savings Clause.....	19
Article 20	Letters of Interpretation, Understanding and/or Addendums, Appendixes.....	19

**ADDENDUMS**

I	Wages.....	20
II	Employee Benefits.....	22
III	Employee and Dependents' Benefits.....	22
IV	Signature Page.....	23
V	Union Label Agreement.....	24

## **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. 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 1, WAGES 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.
- 2.03 It is the exclusive function of the Employer to 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 dismissal. 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, 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 twenty-four (24) hours, 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 (15th) day of the following month, and forwarded to the International Brotherhood of Boilermakers Union Local 146, 15220 – 114 Avenue, Edmonton, Alberta, T5M 2Z2 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 Plant 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, the Union shall be notified by Management in advance. Shop employees shall receive rates and conditions as in the established Boilermaker Field Construction Agreement.
- 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 Company's designated phone prior to the start of the shift. For absences of 3 or more days due to illness, the Company may request the employee to provide a doctor's note. In such cases the Company will pay for the cost of the doctor's note up to a maximum of \$75.00.
- 4.05 When an employee exhibits continued absenteeism, lack of performance or minor infractions of the Employer rules or regulations, the following steps shall be taken by the Plant Manager or his designated alternate.

**STEP 1**

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

**STEP 2**

A second infraction may be cause for reprimand.

**STEP 3**

A third 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 Employer, 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.

Eight (8) hours per day shall constitute a day's work, from 7.00 a.m. to 3.30 p.m. or 3.30 p.m. to midnight or 11.30 p.m. to 7.30 a.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday, inclusive. The third shift shall be scheduled to begin at 22.30 hours on Sunday and run for five (5) consecutive shifts.

- 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 or Tuesday to Friday Inclusive.
- 5.04 The first ten (10) hours worked on Friday on a Monday through Thursday work week or Monday on a Tuesday through Friday work week, shall be paid at time and one half (1 ½ x) the basic hourly rate of pay.

- 5.05 An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case he will receive a re-assigned one-half (½) hour break.
- 5.06 Employees shall be entitled to two (2) ten (10) minute coffee breaks in an eight (8) hour 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) minute coffee breaks in a ten (10) hour shift.

The employees are allowed five (5) minutes for tool return and shop clean up at the end of each shift. Shop clean up and tool return is not to start until five (5) minutes before the end of shift.

- 5.07 Employees have a responsibility to the Employer to be at work on a regular basis Monday through Friday for their full shift if working five (5) days per week or Monday to Thursday or Tuesday to Friday for the compressed work week.
- 5.08 An employee shall be ready to immediately resume their duties at the commencement of the shift. It is the intent of this clause to have employees at their work stations or the work station of their respective Supervisor's and not be walking out of the lunch room when the start of shift siren sounds.

## **ARTICLE 6 SHIFT WORK**

- 6.01 Employees shall be given a minimum of one (1) week notice prior to any change in their 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 alternate with four (4) weeks on the day shift, four (4) weeks on the second (2nd) shift and four (4) weeks on the third (3rd) 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.
- 6.02 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 eight (8) hours of work on Saturday will be at time and one half (1 ½ x) the regular rate of pay.
- (b) When working a compressed work week, the first ten (10) hours worked on Friday on a Monday through Thursday work week, or Monday on a Tuesday through Friday work week and the first eight (8) hours on Saturday shall be paid at time and one half (1 ½ x) the basic hourly rate of pay.
- (c) 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. It is the Employer's right to request an employee to work overtime, and such request shall not be unreasonably refused by the employee. 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 should be excluded from this rule. Statutory holiday and Sunday 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 twenty (\$20.00) 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) General Statutory 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

(b) General holiday pay is to be calculated and paid each pay period at 4.5% of regular hours worked.

(c) 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 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**

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, 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 9 years of continuous service 4 weeks, plus 7% of gross earnings.

9 years or more of continuous service, 4 weeks, plus 8% of gross earnings.

Vacation earnings will be accrued by the Employer. Without exception, all accrued earnings will be paid on the first Friday between regular pay days in June and in December.

- 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 on May 15th, of each year, request employees to select their vacation period. Employees shall make their selection within two (2) weeks of such posting. 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 1 to December 31 of each year. Vacation entitlement is to be taken a minimum of one week 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, the Employer will schedule mandatory vacation time. For employees with entitlement up to 2 weeks, it shall be mandatory for employees to take their full vacation entitlement each year. For employees with entitlement greater than 2 weeks, it shall be mandatory for employees to take 2 weeks of vacation entitlement each year. Any unused vacation entitlement over 2 weeks shall be declared by September 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, BCABEAP & PENSION**

### **9.01 Wages**

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

The wage classification as shown in the Addenda 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 the Addenda.

Contributions will commence upon completion of the employees' probationary period.

## 9.03 BENEFITS

- (a) 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. The total premium of \$350.00 per month will be submitted by the Employer to the Secretary Treasurer of Lodge 146 on the 1<sup>st</sup> day of the month for the duration of this CA. The employee share will be deducted on a bi-weekly basis on every cheque, amounting to \$40.38 per pay period. Should the employee not receive a pay cheque in a given pay period, the amount owing will be deducted from the next paycheque. Company contributions will cease upon termination of the employee for any reason and the Company will notify the Plan Holder that the Member is no longer an employee of the Company. It is the responsibility of the employee to be in good standing prior to TIW initiating payments under this system. In the event that the Benefit Plan Premiums increase during the period of this CA, the cost of the increased premiums will be negotiated between the company and the Union.
- (b) The Benefit Plan that will be incorporated into the Collective Agreement will be the International Brotherhood of Boilermakers' (Canada) Plan.
- (c) The Employer agrees to pay the full cost of the Alberta Health Care plan. The remaining cost of the benefits set forth herein above shall be paid for on the following basis. The Employer shall pay seventy-five percent (75%) and the employee(s) shall pay twenty-five percent (25%).

## 9.04 TRAINING FUND

The Employer shall contribute (per regular hour worked) an amount that will be determined by the Trustees of the Edmonton Boilermaker Educational Training Trust Fund to assist in the finance of the operation of the Educational Training Trust Fund. This amount will be the same for all shops participating in the Educational Training Trust Fund.

The current month's contributions shall be made payable to the 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, 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 the contribution.

The Educational Training Trust Fund is to be administered by the Trustees of the Educational Training Trust Fund, however, the Employer will endeavour to cooperate and assist when possible, and the Union, will periodically report on the results of the program and the financial status of the funds.

## **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 on the Employers premises of personal effects owned by the employee to a maximum of two hundred (\$200.00) dollars.

10.02 (a) If an employee meets with an accident during working hours, he shall report the accident to his Supervisor, the HSE Co-ordinator 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.

(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 his Supervisor, the HSE Co-ordinator 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.

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 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 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.
- 10.07 The Employer will provide a coverall program that includes two (2) washed pair of coveralls per week and an accompanying locker system.
- 10.08 For each employee the Employer will pay to such employee up to the sum of Two Hundred and fifty dollars (\$250.00) for one pair of CSA approved safety boots (including repairs 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.
- 10.09 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.
- 10.10 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.

## **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) 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 classification listed in Addendum 1. 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) month 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 sufficiently capable employees in each classification (normally by actual experience with the Employer) 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 six (6) 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.
- (f) When an employee has not performed any work for the Employer for a period of six (6) months as a result of layoff by the Employer.

12.05 An employee's seniority shall be maintained for a maximum of six (6) months for his absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.

12.06 a) **Layoff Notice**

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:

- i. 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.
- ii. 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.
- iii. Lay-offs must comply with the Employment Standards Code.
- iv. Unless permission has been granted, an employee who fails to report for work during the notice period shall be deemed to have quit.
- v. 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.

**b) Recall Procedure.**

1. When forces are to be increased by means of recall, the following shall apply:
  - a. The Employer shall make the determination of employees to be recalled on the basis of ability and seniority within individual job classifications.
  - b. 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.
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) nor more than three (3) employees. The Chairman of this Committee shall be the Shop Steward and owing to the nature of his work on this Committee, it is deemed important that seniority does not affect his layoff. Therefore, in the event of layoff, he shall be the second (2nd) 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, after first obtaining permission from his Supervisor.

- 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 whenever sufficient meeting agenda subject requires a meeting. It is preferred that proposed agenda be jointly compiled by both parties hereto.

## **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 Grievor shall, with his Shop Steward, discuss any grievance action within two (2) working days, with his Supervisor.

### **STEP 2**

Failing settlement within two (2) working days 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 Plant Superintendent, within five (5) working days of the date of the incident giving rise to the grievance. The Plant Superintendent shall give the Employer's decision within five (5) working days of receipt of the written grievance.

### **STEP 3**

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

### **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 thirty (30) working days from the incident giving rise to the complaint 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 it's employees for the term of this Agreement. The Union agrees that neither it, nor it's 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 willful 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 Plant Superintendent 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 1st, 2016, and shall remain in full force and effect until March 31st, 2019, and from month to month 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 fifteen (15) days after receipt of such notice. Where either party notifies the other of it's 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.
- 18.02 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.

**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 LETTERS OF INTERPRETATION, UNDERSTANDING AND/OR ADDENDUMS, 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.

## ADDENDUM I

### WAGES

<b>Classification</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
Pressure Welder "B"	43.09	41.15	41.15
Pressure Welder "C"	40.81	36.50	36.50
Journeyman Welder 1st Class (ticketed)	38.51	35.10	35.10
Journeyman Fitter (ticketed)	41.83	39.95	39.95
Fitter - 1st Class (non-ticketed)	38.23	36.51	36.51
Fitter - 2nd Class (non-ticketed)	35.74	34.14	34.14
Maintenance Person (ticketed)	40.57	38.74	38.74
Maintenance Person (non-ticketed)	35.74	34.14	34.14
CNC Machine Operator I As per Machine Operator 1 with programming capability.	38.23	36.51	36.51
Machine Operator 1 Boring Mill, Lathe, Tube Finning, 15 Ton Mobile Crane Operator, Automatic Welding Machines, Qualified Sandblaster/Painter, Multi-torch Lead Operator, CNC.	35.74	34.14	34.14
Machine Operator II Drill, Iron Worker, Saw Threader, etc., Bull Moose Operator, Tube expanding/bending	33.30	31.80	31.80
Truck Driver & Store Keeper	33.30	31.80	31.80
Production Worker I As per Production Worker II plus operates power hand tools, other semi-skilled work with and under the direction of other classifications above.		26.70	26.70
Production Worker II As per Production Worker III plus operates overhead crane and forklift for material handling, scissor lift, swamper, operates grinder.		23.99	23.99

Production Worker III	19.80	19.80	
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	37.65	35.95	35.95
Fitter Second Year Apprentice	31.37	29.96	29.96
Fitter First Year Apprentice	25.10	23.97	23.97
Welder Third Year Apprentice	34.66	31.59	31.59
Welder Second Year Apprentice	28.88	26.33	26.33
Welder First Year Apprentice	23.10	21.06	21.06
Pension	2.25	2.25	2.25

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 - \$2.00 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** 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 #2 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 the shop.) Such request 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. The Canarector Inc., TIW WESTERN Union Employees, Calgary Group Benefit Plan administered thru Great West Life will be terminated on April 30, 2016.

**ADDENDUM III**

**EMPLOYEE AND DEPENDENTS' BENEFITS**

Employee benefits will be as per the International Brotherhood of Boilermakers' (Canada) benefits package and administered by the Union. The Canarector Inc., TIW WESTERN Union Employees, Calgary Group Benefit Plan administered thru Great West Life will be terminated on April 30, 2016.

**ADDENDUM IV**  
**SIGNATURE PAGE**

IN WITNESS THEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

TIW WESTERN Inc.

\_\_\_\_\_  
Karel Kense

\_\_\_\_\_  
Keith Fisher

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

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

\_\_\_\_\_  
Blair Savoie

\_\_\_\_\_  
James Letendre  
nv/cope #458



**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 \_\_\_\_\_  
Edmonton \_\_\_\_\_ by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC, and TIW Western Inc \_\_\_\_\_.  
(Company)

For the INTERNATIONAL BROTHERHOOD:

For the EMPLOYER:

\_\_\_\_\_  
Joseph Maloney, Int'l. Vice-President

\_\_\_\_\_  
Karel Kense  
President and General Manager  
Western Canada Section

\_\_\_\_\_  
Dean Milton,  
Business Manager/Secretary/Treasurer  
Boilermakers Lodge 146