

# **ARTICLES OF AGREEMENT**

BETWEEN

**MELLOY INDUSTRIAL SERVICES INC.**

(HEREINAFTER REFERRED TO AS THE EMPLOYER)

AND THE

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND  
HELPERS LOCAL LODGE #146**

(HEREINAFTER REFERRED TO AS THE UNION)

EFFECTIVE: JANUARY 1, 2019 - DECEMBER 31, 2019

THIS AGREEMENT GOVERNING WAGES AND WORKING CONDITIONS IN THE 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 Boilermakers' Shop Health and Welfare Plan	9
Article	12 Pension/Retirement Plan	9
Article	13 Education Training Fund	10
Article	14 Work Classifications	10
Article	15 Working Conditions	12
Article	16 Welding Tests	13
Article	17 Seniority	13
Article	18 Shop Committee	14
Article	19 Grievance Machinery	14
Article	20 Union Label	16
Article	21 Duration of Agreement	16

## ADDENDA

	1 Wage Page	18
	2 Letter of Understanding - Holiday and Vacation Pay	19
	3 Apprenticeship Tuition Reimbursement Scale	21
	4 Sample Adjusted Rates Calculations	22
	5 Memorandum of Agreement - Union Label	22
	6 2017 Letter to Extend Agreement	23

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

- Section 1 The Employer recognizes the Union as the sole bargaining agent for all of its production and maintenance employees in the performance of all fabrication, construction, and repair work at the Employer's shop location. Provided 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 to operate this new equipment.
- Section 2 The Union agrees to cooperate with and assist in every legitimate way the Employer to operate a successful business with the understanding that both parties must provide services 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 shall be considered as working days or working hours unless otherwise indicated.

## **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 or 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, as contained in the Melloy Industrial Services Inc. safety workplace policy, provided that they are not inconsistent with this Agreement.
- Section 3 It is an exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge for cause, employees within the bargaining unit subject to the provisions of this Agreement.
- Section 4 A bulletin board for the benefit of the shop employees shall be provided in the lunch room. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.
- Section 5 Nothing within this Article shall be interpreted to prejudice other unspecified traditional rights of management.

## **ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES**

- Section 1 The employee must accept reasonable responsibility for the tools furnished by the Employer and must report the loss of any of these tools immediately to their supervisor.
- Section 2 An employee found to have deliberately misused company equipment or property may be subject to discipline that may include dismissal.

Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer upon return of broken and/or worn tools. Adequate protection shall be provided by the Employer for all tools and equipment.

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

Section 4 Employees shall report all work-related injuries immediately to their foreman. If medical attention is required it is the employees' responsibility to obtain sufficient medical documentation to assist with the process of filing any resulting Workers' Compensation Board (WCB) claims.

#### **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/or helpers. Should the Union find it impossible to secure the necessary boilermakers and/or helpers within forty-eight (48) hours the Employer may hire boilermakers and/or helpers that may be available with the understanding that new employees shall become members of the Union within fifteen (15) days of commencing their employment with the Employer. The Employer shall assist to ensure that all new employees shall become members of the Union. The Employer shall deduct in accordance with the Labour Relations Code the amount of dues or levies that 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 Lodge 146 before the fifteenth (15th) day of the month.

Section 2 All new employees must report to the Union office to complete an Application for Membership and provide authorization to deduct dues prior to reporting for work.

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

Section 4 The Employer shall have the right to name hire one (1) employee out of every four (4) employees hired by the Employer.

Section 5 All boilermakers shall require certain safety qualifications such as Respirator Fit testing, Fall Arrest and Confined Space training prior to being dispatched.

#### **ARTICLE 5 HOURS OF WORK**

Section 1 Eight (8) hours per day shall constitute a regular working day. Forty (40) hours per week (Monday through Friday inclusive) shall constitute a regular working week. 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 employees within this bargaining unit or with the bargaining agent and the Employer may establish a compressed work week where ten (10) hours per day shall constitute a regular working day. Forty (40) hours per week shall constitute a regular working week (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 employees within this bargaining unit or with 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 any change to 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) paid ten (10) minute coffee breaks per eight (8) hour scheduled shift.

-OR-

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

## **ARTICLE 6 SHIFT WORK**

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

The evening or night shift shall work seven and one-half (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 Employees shall be given a minimum of two (2) working days' notice, exclusive of Saturday and Sunday prior to any shift changes with the exception of any emergency or work force realignments that may be required due to 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 3 Employees shall be paid a minimum of two (2) hours at the applicable rate if they report to work and are unable to work due to circumstances beyond their control.

Section 4 The shift premium shall be paid on all hours worked. The shift premium shall not be compounded on overtime hours worked.

Section 5 The shift premium of two dollars and fifty cents (\$2.50) shall be paid on all hours worked on the afternoon or evening shifts.

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

Section 1 All hours worked prior to and/or after any shift in excess of those provided shall be termed overtime. When such unscheduled overtime is expected to exceed two (2) hours employees shall be entitled to a ten (10) minute rest period.

Section 2 The first four (4) hours of overtime Monday to Friday shall be at one and one-half times (1.5 times) the regular rate of pay. Hours of work on Saturday and Sunday shall be at one and one-half times (1.5 times) the regular rate of pay. Overtime hours worked after twelve (12) hours shall be paid at two (2) times the regular rate of pay.

-OR-

When working a compressed work week, the first twelve (12) hours on Friday and the first twelve (12) hours on Saturday and Sunday shall be at one and one-half times (1.5 times) the regular rate of pay. All other overtime shall be calculated at two (2) times the regular rate of pay.

Section 3 It is the Employer's right to schedule overtime. The Employer shall request employees to work overtime in order of seniority sequence within a classification to ensure a fair distribution of overtime. Such request to work overtime shall not be unreasonably refused.

Section 4 When an employee is required to work unscheduled overtime and works more than ten (10) hours, a twenty-dollar (\$20.00) allowance shall be paid to the employee for the purchase of a meal. The employee shall be given twenty (20) minutes at one and one-half times (1.5 times) the regular rate of pay to consume the meal. Unscheduled overtime shall be defined for the purpose of this Section as being overtime for which the employee receives no notice thereof until the last regularly scheduled shift that follows the overtime.

When the employee is working scheduled overtime of more than ten (10) hours, they shall be given twenty (20) minutes at one and one-half times (1.5 times) the regular rate of pay 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 (7:30 a.m.) on the day that is recognized as the Holiday.

Section 6 General Holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other General Holiday proclaimed by either the Federal or Provincial Government.

Section 7 General Holiday pay shall be calculated and paid each pay period at -five percent (5%) of the gross hourly earnings. One and one-half times (1.5 times) the regular rate of pay shall be paid for hours worked on the Holidays recognized within this Agreement.

- Section 8 No work shall be performed on Labour Day with the exception of cases deemed to be 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 at the regular rate of pay.
- Section 10 Recognized Holidays within this Agreement shall be observed on the day that they fall.
- Section 11 If the Holiday is worked the day shall be paid at one and one-half times (1.5 times) the regular rate of pay.

**ARTICLE 8 VACATIONS**

Section 1 Vacation pay shall be calculated and paid each pay period according to the following rates:

0-12 months	4% of gross hourly earnings
13-48 months	6% of gross hourly earnings
49-120 months	8% of gross hourly earnings
Greater than 120 months	10% of gross hourly earnings

Section 2 As far as is reasonably possible employees shall be granted their choice of vacation periods according to their seniority however, the right to allocate vacation periods is reserved by the Employer to insure efficient and continuous operations of the plant. Unless mutually agreed an employee shall not take more than fifteen (15) consecutive working days of vacation time.

Section 3 It shall be mandatory for all employees to take vacation 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 the date of ratification.

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

Section 2 If an employee's cheque is short by less than eight (8) hours the difference shall be included in the following week's pay. If the shortage is eight (8) hours or more a separate cheque shall be issued the next business day.

**ARTICLE 10 BEREAVEMENT LEAVE**

Section 1 Employees shall be entitled to three (3) days off with pay in the event of the death of a member of their immediate family. Immediate family is defined for the purpose of this Agreement as wife, husband, daughter, son, mother, father, sister, brother and common-law spouse.

One (1) day off with pay shall be provided in the event of the death of a

grandmother, grandfather, mother-in-law, father-in-law, common-law mother-in-law, common-law father-in-law and step-parents.

## **ARTICLE 11 BOILERMAKERS' SHOP HEALTH AND WELFARE PLAN**

Section 1 The Employer shall contribute to the Boilermakers' Shop Welfare Plan, ninety-five cents (95¢) for each regular hour worked for each employee covered under this Agreement.

It is the intent of the Union to secure access to electronic processing of claims with Green Shield Canada along with the provision of an All-In-One Benefit card.

If there is an actuarial cost increase, this cost increase shall be paid by the Employer with sixty (60) days of notice provided that substantiation for the increase is given to the Employer.

-OR-

The Employer shall provide a plan with benefits that are equal to or greater than the Boilermakers' Shop Welfare Plan at no cost to the employees.

Section 2 Upon completion of the first full month and after successful completion of thirty (30) calendar days of employment the Employer shall provide each employee at no cost to the employee, Alberta Health Care coverage at either the family monthly rate or the single monthly rate. The Employer shall not pay for duplication or be held responsible for arrears.

Section 3 The Employer shall provide at least one hundred and forty-five (145) hours per month to the Boilermakers' Shop Welfare Plan for each employee after six (6) months of employment.

Section 4 Formed ear protection for each employee shall be paid by the Employer after sixty (60) calendar days of employment, once every two (2) years.

Section 5 The Employer contribute to the Construction Employee and Family Assistance Plan (C.E.F.A.P.) on behalf of each employee.

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

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

Employees shall qualify for contributions after completion of thirty (30) calendar days of employment.

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

Section 3 The Boilermakers' National Pension Fund (Canada) shall be administered by a



Board of Trustees having equal representation from a number of Employer representatives and Union representatives.

## **ARTICLE 13 EDMONTON BOILERMAKERS' SHOP EDUCATIONAL TRAINING TRUST FUND**

Section 1 The Employer shall contribute ten cents (10¢) for each regular hour worked by all employees covered under this Agreement to the Edmonton Boilermakers' Shop Educational Training Trust Fund. The ten cent (10¢) rate will continue until the total cash and investments of the Fund reaches fifty thousand dollars (\$50,000.00) at which time the rate shall be reduced to five cents (5¢) for each regular hour worked. The Employer also agrees that should the total cash and investments of the Fund drop below thirty thousand dollars (\$30,000.00) the contribution shall revert back to ten cents (10¢) for each regular hour worked.

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

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

Section 3 The Edmonton Boilermakers' Shop Educational Training Trust Fund and program shall be administered by the Trustees of the Edmonton Boilermakers' Shop Educational Training Trust Fund in accordance with the signed Trust document. If there is a conflict between the terms of the Trust document and this Section and/or 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 Article 11 (Established Jurisdiction of the Trade) of the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

### **Section 2 APPRENTICES**

(a) Apprentices shall perform work as per Article 11 of the International Brotherhood of Boilermakers' Constitution. An apprentice shall be given ample opportunity to cover all sections of their trade. The ratio of apprentices shall be one (1) to three (3) boilermakers. The same ratio shall apply when layoffs occur. It is recognized that there may be situations where the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Union's Business Manager or Business Representative(s) to reach a mutually acceptable solution.

(b) When attending technical school and after working six (6) months in the

shop, the Employer agrees to pay indentured apprentices an amount that when added to the weekly government grant, will equal ninety percent (90%) of the base pay calculated at the regular hourly rate of pay multiplied by forty (40) hours. These payments shall be made on separate cheques.

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

- (c) The year of apprenticeship shall be determined by the Contract of Apprenticeship held by each apprentice.
- (d) After working six (6) months in the shop, tuition for apprenticeship training shall be reimbursed as follows: Course Pass Mark seventy percent (70%) to eighty-four percent (84%) tuition reimbursed on a sliding scale. Course Pass Mark eighty-five percent (85%) and higher tuition reimbursed at one hundred percent (100%). Marks below seventy percent (70%) shall not receive any tuition reimbursements.

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 11 of the International Brotherhood of Boilermakers' Constitution and other work that is generally recognized to be helpers, production workers and material handlers' work.

Section 4      **STUDENT LABOUR**

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

Section 5      **BEGINNERS**

Notwithstanding Article 4, Section 1, beginner classification shall apply to those employees who have no work experience in the industry and whose intent it is to enter into the Apprenticeship program. The individual must be indentured as an apprentice within sixty (60) calendar days from the date of hiring or employment shall be terminated. The Employer has the right to hire such individuals that are available providing the Union has no unemployed First year apprentices who have shop experience.

**ARTICLE 15 WORKING CONDITIONS**

Section 1      An adequate change room and lunch room shall be provided. Location of these facilities is at the discretion of the Employer.

The Employer is responsible for the destruction by fire on the Employer's premises of personal effects owned by the employee to a maximum two hundred dollars (\$200.00).

- Section 2 The foreman shall sign a safe slip before any employee proceeds to work on any vessel or tank that has or may have contained explosive or hazardous material.
- Section 3 If any employee has an accident during working hours and a physician deems that it is not safe to continue the shift the employee shall be paid at the regular rate of pay for the full shift.
- Section 4 The Employer shall provide one of the following at their discretion:
- (a) Shop employees who have served thirty (30) calendar days shall be issued three (3) pairs of cotton coveralls. When coveralls are deemed by the Employer to be beyond repair the Employer shall exchange them for a new pair. Further to this it shall be the Employer's responsibility to provide cleaning for one (1) pair of coveralls per week. Repairs to coveralls shall be done by professional cleaners at the Employer's cost.
  - (b) Gloves shall be supplied by the Employer, as required and on an exchange basis.
- Section 5 When practical, spray painting shall be conducted at the time and location that causes the least hazard to the employees.
- Section 6 When employees are called back to work after completion of their regular shift, they shall receive a minimum of two (2) hours of show-up time to be calculated at one and one-half times (1.5 times) the employee's regular rate of pay.
- Section 7 The Employer, where practical, shall provide a plug-in for vehicle block heaters for all regular employees. Where not practical to provide vehicle block heater outlets a boosting service shall be supplied.
- Section 8 Prior to the end of their shift all employees shall be allowed a five (5) minute paid personal cleanup time.
- Section 9 The Employer shall provide all employees with the rules, regulations, and safety information for all equipment and tools.

## **ARTICLE 16 WELDING TESTS**

- Section 1 A welder who has served their apprenticeship with the Employer and after taking their Initial B Pressure test shall receive six (6) hours of pay at the regular rate for taking the test. If an employee works for the Employer less than thirty (30) days after receiving the six (6) hours pay at the regular rate for the Initial B Pressure test, that amount shall be deducted from the final pay cheque.
- Section 2 After successfully completing the qualification test, any B Pressure welder who is new to the Employer shall be paid for the test time to a maximum of four (4) hours.

## **ARTICLE 17 ARTICLE SENIORITY**

- Section 1 The principle of seniority within job classification shall govern layoffs and recalls. Consideration shall also be given to ensure sufficient employees, within each job classification, are retained to meet the requirements of any remaining work. No new employees shall be entitled to seniority until they have been employed for the probationary period of sixty (60) calendar days. Seniority shall then date back to the time of hiring.
- Section 2 Providing a layoff does not exceed two (2) months any employees who are laid off shall retain their accumulated seniority. After the two (2) month time period has elapsed employees will lose all seniority rights. Laid off employees must make arrangements with the Employer to report back to work within seven (7) days after receiving a Notice of Recall to preserve their seniority.
- Section 3 Separate seniority lists shall be kept for each job classification as per the Addendum 1, Wage Page. In the case of layoffs each list shall be considered a separate unit. The Employer shall supply seniority lists.
- Section 4 Layoffs must comply with Employment Standards Code.
- Section 5 An employee's seniority shall be maintained for a maximum of one (1) year for any absence that is a result of sickness and covered by a medical certificate, or is an accident recognized by the Workers' Compensation Board (WCB).
- Section 6 If an employee leaves their employment for any other reason seniority shall not be retained.
- Section 7 Should an employee solicit work in the field on New Construction or Maintenance the employee shall lose seniority rights after sixty (60) days of continuous such Field work.
- If the Employer solicits the employee to go to the field on New Construction or Maintenance seniority shall continue in the shop

## **ARTICLE 18 SHOP AND SAFETY COMMITTEES**

- Section 1 The importance of the Union maintaining, at all times, Shop and Safety Committees consisting of qualified employees who are familiar with plant conditions, is recognized.
- Section 2 The selection of the members of the Shop and Safety Committees is recognized as a function of the Union. The Shop and Safety Committees shall consist of not less than one (1) nor more than three (3) employees per shift, as required. The Chairpersons shall be shop stewards. Owing to the importance of the work on these Committees seniority shall not affect shop steward layoffs, therefore, in the event of layoffs shop stewards shall be the second last employees, per shift, off the job provided there is work available that they are qualified to perform. If this is not the case and shop stewards are to be laid off the Union Business Manager or Business Representative(s) shall be notified in a timely manner to allow for the

appointment of successor(s).

The day shift shop steward shall work only on days and not be required to work either the second or third shifts. The shop stewards shall be given a reasonable length of time to perform their Union and Shop and Safety Committee duties.

Section 3 At least one (1) member of the Shop Committee shall also be a member of the Safety Committee, preferably the shop steward.

Section 4 Safety Committee meetings shall be held at least once per month or as required by the Safety Committee and Occupational Health and Safety requirements.

Section 5 Employer/employee Safety meetings shall be held weekly for all employees.

## **ARTICLE 19 GRIEVANCE MACHINERY**

### **Section 1 GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto, that employee concerns shall be addressed as quickly as possible. The term *grievance* shall mean any difference of dispute concerning the interpretation, application, administration or alleged violation of the Agreement. Any of the time limits contained herein are mandatory, however, they may be extended if it is mutually agreed to in writing.

#### **Step 1**

The foreman or supervisor shall be given the opportunity to address any concerns. When a concern is rendered in written form 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 concern.

#### **Step 3**

The Employer representative shall hear the grievance within twelve (12) working days from the incident giving rise to the concern. The grievance shall be presented by the Union Business Manager or Union Business Representative and the shop steward.

The written decision of the Employer representative shall be submitted to the Union Business Manager and the shop steward within fifteen (15) working days from the incident giving rise to the concern.

#### **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 concern at a meeting between the Plant Manager or designated representative

and the Union's International Vice-President or 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 concern that it wishes to submit the matter to arbitration.

## Section 2     **ARBITRATION**

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

### **Step 1**

Once the Arbitrator has been named they shall convene a Hearing into the grievance within forty-five (45) working days from the incident giving rise to the concern.

### **Step 2**

The Arbitrator shall render a decision no later than sixty (60) working days from the incident giving rise to the concern. The decision of the Arbitrator shall be final and binding on both parties.

- (a)     The Arbitrator shall be governed by the terms of the 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 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 Agreement shall bear their own expenses for arbitration. The fees and expenses of the Arbitrator shall be shared equally by both parties.

## **ARTICLE 20   UNION LABEL**

Section 1     The Employer agrees to accept the Union Label as per the attached Memorandum of Agreement (Addendum 4).

## **ARTICLE 21   DURATION OF AGREEMENT**

Section 1     This Agreement shall become effective January 1st, 2019, and shall remain in full force and effect until December 31st, 2019, and from year to year thereafter, unless either party has at least sixty (60) days prior to the anniversary date thereof notified 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.

Employees agree to no strike or lockout during the term of this Agreement under the Labour Relations Code.

IN WITNESS THEREOF of the parties hereto have executed this Agreement the \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

Melloy Industrial Services Inc.

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

\_\_\_\_\_  
John Aitken

\_\_\_\_\_  
Hugh MacDonald

\_\_\_\_\_  
Mitch Soetaert

\_\_\_\_\_  
Darcey Kooznetsoff



**Addendum1**  
**Melloy Industrial Services Inc.**  
**Wage Page**

Job Classification	January 1, 2017	January 1, 2018	January 1, 2019
	\$-0.54	0%	0%
Foreman	\$47.48	\$47.48	\$47.48
Lead Hand/Assistant Foreman	\$45.09	\$45.09	\$45.09
B Welder 1/Layout Fitter	\$43.16	\$43.16	\$43.16
B Welder 2*	\$41.07	\$41.07	\$41.07
Journeyman Fitter, Welder, Burner, Steel Fabricator, Crane Operator	\$38.87	\$38.87	\$38.87
Production Worker	\$25.99	\$25.99	\$25.99
Helper	\$23.17	\$23.17	\$23.17
Beginners	\$15.18	\$15.18	\$15.18
Student Labourers	\$19.38	\$19.38	\$19.38
Apprentices			
1 <sup>st</sup> year (60%)	\$23.32	\$23.32	\$23.32
2 <sup>nd</sup> year (75%)	\$29.15	\$29.15	\$29.15
3 <sup>rd</sup> year (90%)	\$34.98	\$34.98	\$34.98
Pension	\$2.25	\$2.25	\$2.25

\*Level 2 will advance to Level 1 after thirty (30) days probation or sooner.

**Notes:**

1. Annual boot allowance of \$250.00 per year with proof of purchase.

**Addendum 2**  
**Melloy Industrial Services Inc.**  
**Letter of Understanding**

To facilitate payroll transitions when shop employees transfer to positions in the Field and back again, the Employer may elect to show Holiday Pay and Vacation Pay at the nominal level of 4% and 6% respectively per the Lodge146 Field Agreement.

The differential, whether positive or negative, between the applicable shop percentage and the nominal rate above shall be added to the Base Wages.

CLASSIFICATION	Adjusted Wage Jan 1, 2007				
	Wage 01-Jan-07	0-12 months	13-48 months	49-120 months	Over 120 months
Foreman	34.65	34.18	34.81	35.43	36.08
Lead hand/Assistant Foreman	32.93	32.48	33.09	33.67	34.27
8-Welder 1/Layout Fitter 1	31.53	31.10	31.67	32.25	32.82
8-Welder2	30.01	29.60	30.14	30.69	31.24
Journeyman (Fitter, Welder, Steel Fabricator, Crane Operator, Burner)	28.44	28.06	28.58	29.09	29.60
Production Worker	19.15	18.89	19.24	19.58	19.93
Apprentices (Fitter, Welder, Steel Fabricator)					
1 <sup>st</sup> Year	17.06	16.83	17.14	17.45	17.76
2 <sup>nd</sup> Year	21.32	21.03	21.42	21.81	22.19
3 <sup>rd</sup> Year	25.59	25.24	25.71	26.17	26.63
Helper	17.11	16.88	17.19	17.50	17.81
Beginners	11.35	11.19	11.40	11.61	11.82
Student Labourers	14.37	14.17	14.43	14.70	14.96
<b>Pension:</b>	1.75	1.75	1.75	1.75	1.75

## Sample of Adjusted Rate Calculation B Welder 1- Effective January 1, 2007

Current Melloy Shop Rates					Adjusted Melloy Shop Rate Calculation						
Compensation	Base	ST	OT	DT	Compensation	Base	Adj.	Adj. Base	ST	OT	DT
<b>0-12 Months Service</b>					<b>0-12 Months Service</b>						
Base	31.53	31.53	47.30	63.06	Base	31.53	(0.43)	31.10	31.10	46.65	62.20
Statutory Pay	4.5%	1.42	2.13	2.84	Statutory Pay			4.0%	1.24	1.87	2.49
Vacation Pay	4.0%	1.26	1.89	2.52	Vacation Pay			6.0%	1.87	2.80	3.73
<b>Net Pay</b>		<b>34.21</b>	<b>51.32</b>	<b>68.42</b>	<b>Net Pay</b>				<b>34.21</b>	<b>51.32</b>	<b>68.42</b>
<b>13-48 Months Service</b>					<b>13-48 Months Service</b>						
Base	31.53	31.53	47.30	63.06	Base	31.53	0.14	31.67	31.67	47.51	63.34
Statutory Pay	4.5%	1.42	2.13	2.84	Statutory Pay			4.0%	1.27	1.91	2.54
Vacation Pay	6.0%	1.89	2.84	3.78	Vacation Pay			6.0%	1.90	2.85	3.80
<b>Net Pay</b>		<b>34.84</b>	<b>52.27</b>	<b>69.68</b>	<b>Net Pay</b>				<b>34.84</b>	<b>52.27</b>	<b>69.68</b>
<b>49-120 Months Service</b>					<b>49-120 Months Service</b>						
Base	31.53	31.53	47.30	63.06	Base	31.53	0.72	32.25	32.25	48.38	64.50
Statutory Pay	4.5%	1.42	2.13	2.84	Statutory Pay			4.0%	1.28	1.93	2.57
Vacation Pay	8.0%	2.52	3.78	5.04	Vacation Pay			6.0%	1.94	2.90	3.87
<b>Net Pay</b>		<b>35.47</b>	<b>53.21</b>	<b>70.94</b>	<b>Net Pay</b>				<b>35.47</b>	<b>53.21</b>	<b>70.94</b>
<b>Greater than 120 Months Service</b>					<b>Greater than 120 Months Service</b>						
Base	31.53	31.53	47.30	63.06	Base	31.53	1.29	32.82	32.82	49.23	65.64
Statutory Pay	4.5%	1.42	2.13	2.84	Statutory Pay			4.0%	1.31	1.89	2.63
Vacation Pay	10.0%	3.15	4.73	6.31	Vacation Pay			6.0%	1.97	2.95	3.94
<b>Net Pay</b>		<b>36.10</b>	<b>54.16</b>	<b>72.21</b>	<b>Net Pay</b>				<b>36.10</b>	<b>54.16</b>	<b>72.21</b>

**Addendum 3**  
Melloy Industrial Services Inc.  
**Apprenticeship Tuition Reimbursement**

**Sliding Scale**

<b>Course Pass Mark</b>	<b>Percentage of Tuition Fees Reimbursed</b>
70%	70%
71%	72%
72%	74%
73%	76%
74%	78%
75%	80%
76%	82%
77%	84%
78%	86%
79%	88%
80%	90%
81%	92%
82%	94%
83%	96%
84%	98%
85-100%	100%

**MEMORANDUM OF AGREEMENT**

**BOILERMAKERS UNION LABEL**

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed and 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 OF BOILERMAKERS now authorizes this EMPLOYER to affix the BOILERMAKER UNION LABEL to products fabricated under the terms of this Agreement in the shop or plant. The EMPLOYER agrees to be bound by the following procedures for affixing the Label:

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.

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 \_\_\_\_\_,2019 at \_\_\_\_\_

by and between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC (Union) and Melloy Industrial Services Inc. (Employer)

For the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

For Melloy Industrial Services Inc.

\_\_\_\_\_  
Arnie Stadnick Int'l. Vice-President  
Western Canada Section

\_\_\_\_\_  
John Aitken

\_\_\_\_\_  
Hugh MacDonald  
Business Manager/Secretary  
Treasurer, Boilermakers Lodge 146

\_\_\_\_\_  
Mitch Soetaert