

ARTICLES OF AGREEMENT

BETWEEN

ALTEX INDUSTRIES INC.

(Hereinafter referred to as the Employer)

And The

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITH, FORGERS AND HELPERS LOCAL LODGE 146

(Hereinafter referred to as the Union)

Effective: November 1, 2019 – October 31, 2022

This Collective Agreement (hereinafter referred to as the Agreement), governing wages and working conditions in the Employer's Fabrication Shop shall govern the relations between the Union and the Employer.

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ARTICLE 1 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- Section 1 The Employer recognizes the Union as a sole bargaining agent for all of its production Employees in the performance of all fabrication and repair work in the Employer's shop location. Provided, however, that the Employer is free to conduct research or development of new products or to install and test new equipment and that bargaining unit Employees are trained to operate this new equipment.
- Section 2 The Union agrees to cooperate and assist in every legitimate way with the Employer to conduct a successful business, bearing in mind that both parties must provide service to the public.
- Section 3 This Agreement shall cover all hourly paid Employees as listed under Article 9 - "WAGES".
- Section 4 All references to days or hours as time periods 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 of manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the Employer.
- The Employer agrees to be fair and reasonable in the interpretation and application of the Collective Agreement.
- Section 2 The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the Employees, provided that they are not inconsistent with this Collective Agreement.
- Section 3 It is an exclusive function of the Employer to interview, hire, promote, demote, transfer, suspend, layoff, discipline, or discharge for cause, Employees in the bargaining unit subject to provisions of this Collective Agreement. It is agreed by the parties to this Collective Agreement that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.
- Section 4 A bulletin board shall be provided in the lunch room for the benefit of the shop Employees.
- A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.

- Section 5 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of management.
- Section 6 The Employer shall have the right to name hire six (6) Employees on an annual basis. In no case shall this number be exceeded unless mutually agreed to by the Employer and the Union.

ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES

- Section 1 The Employee shall accept reasonable responsibility for the tools furnished by the Employer and must report the loss of any of these tools immediately to their supervisor. The Employer may require an Employee to replace lost, stolen, or damaged tools.
- Section 2 An Employee found deliberately misusing 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 or worn tools. Adequate protection shall be provided by the Employer for all tools and equipment.

- Section 3 Employees shall adhere to all company policies, procedures, duties, conditions responsibilities, and terms of employment posted or published, from time to time, as may be the case by the Employer, providing they are not inconsistent with this Collective Agreement. Disciplinary action may take place for just cause. The Employee shall have the right to have a shop steward present at the meeting. The shop steward shall be provided with a copy of all written notices.

ARTICLE 4 UNION SECURITY

- Section 1 The Employer agrees to employ only members in good standing with the Union, who will at all times assist the Employer to secure competent shop Boilermakers and Helpers. Should the Union find it impossible to secure the necessary Boilermakers and Helpers within twenty four (24) hours, the Employer may hire such Boilermakers and Helpers as are available, with the understanding that the new Employee will apply to become a member of the Union upon the completion of ninety (90) days of employment. The Employer shall assist in assuring that all new Employees become members of the Union. The Employer shall deduct, in accordance with the Labour Relations Code, the amount of dues or levies as may be authorized by the Employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of Local Lodge 146 before the fifteenth (15th) day of the month.
- Section 2 A written report of all new Employees must be sent by the Employer to the Union office prior to any Employee beginning work. Further, during the Employer's Shop Orientation, all new Employees must complete and sign a Union Membership

Application and provide authorization to deduct dues prior to beginning work. Upon completion of the Employer's ninety (90) day probationary period, all new Employees must report to the Union office to finalize the membership application process.

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 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 Field work.

If the Employer solicits the Employee to go to the Field on New Construction or Maintenance, their seniority shall continue in the shop.

Section 5 Unless otherwise previously agreed with the immediate supervisor, it is the duty of every Employee to be available for the full duration of every regularly scheduled shift. An Employee who will not be at work due to illness or other reason, must notify their supervisor prior to the start of the shift. Any Employee that cannot complete their shift, must notify their supervisor. The Employer may request an Employee to provide a doctor's note on their illness if the Employee has missed three (3) or more consecutive working days. In such cases where a doctor's note is required, the Employer will reimburse the Employee for the cost. When an Employee exhibits continued absenteeism, lack of performance, or minor infractions of the Employer's rules or regulations, the following steps shall be taken by the plant manager or direct foreman.

Step 1 – A verbal warning for a first infraction may be issued to the Employee in question.

Step 2 - A written warning for a second infraction may be issued to the Employee in question. Disciplinary actions will be retained on the Employee's file for a maximum of three (3) years.

Step 3 – A third infraction may be cause for a two (2) day suspension.

Step 4 – A fourth infraction may be cause for dismissal.

Any Employee being discharged shall 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 just cause.

ARTICLE 5 HOURS OF WORK

Section 1 Eight (8) hours per day shall constitute a regular day of work. Forty (40) hours per week (Monday through Friday inclusive) shall constitute a regular week of work.

– 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 day of work. Forty (40) hours per week shall constitute a regular week of work (Monday to Thursday inclusive or Tuesday to Friday inclusive).

– OR –

For the term of this Collective Agreement, the Employer may implement and utilize the following shift:

A three (3) day, twelve (12) hour shift operating Friday through Sunday. Employees who work the thirty-six (36) regular hours of this shift will be entitled to forty (40) hours pay. If time is missed, Employees will be paid based on hours worked unless permission to be absent has been granted by management. In the event that permission is granted for absences, the four (4) hour shift premium will be prorated according to actual hours worked. For example, if an Employee misses two (2) hours work, then they will have worked thirty-four (34) hours for the three (3) day shift. The total payable to the Employee for thirty-four (34) hours worked would therefore be $(34/36)*40=37.77$ hours. If an Employee misses an entire day due to a holiday (or approved absence/holiday), the same prorating applies (ie: $24 \text{ hours worked} = (24/36)*40=26.67$ hours paid).

A shift premium will be added to all hours worked on the afternoon and weekend shifts as per Addendum I.

The foregoing shall not be interpreted as a guarantee to provide work to any Employee for regularly assigned hours or any other hours.

Section 2 The normal hours of work shall be as per Addendum IV.

Section 3 The majority of the Employees within this bargaining unit or with the bargaining agent and the Employer may change the foregoing start time by one (1) hour either way. The Union and the shop steward shall be notified in writing of any change to the start time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted to reflect the new start 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 schedule shift.

– OR –

Employees shall be entitled to two (2) paid (15) fifteen minute and one (1) paid ten (10) minute coffee breaks in a twelve (12) hour scheduled shift.

Section 5 Employees have a responsibility to the Employer to be at work on a regular basis for their full shift.

Employees shall be ready to begin their duties at the commencement of the shift. It is the intent of this clause to have Employees at their work stations immediately at the start of the 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 will be given a minimum of two (2) working days notice, exclusive of Saturday and Sunday, prior to any change in their shift except in cases of emergency or work force realignments necessary 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 will be paid a minimum of four (4) hours at the applicable rate if they show up and are unable to work due to circumstances beyond their control.

Section 4 The shift premium shall be paid on all afternoon, evening and weekend hours worked. The shift premium shall not be compounded on overtime hours worked.

ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS

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

Section 2 All hours worked beyond eight (8) hours on a five (5) day work week, or ten (10) hours on a four (4) day work week, or twelve (12) hours on a three (3) day weekend shift (paid for forty hours per week) are overtime.

On the five (5) day work week, the first four (4) hours of overtime (Monday to Friday work week) shall be paid one and one half (1.5) times the regular rate of pay. On a four (4) day work week, the first ten (10) hours on Friday (Monday to Thursday work week), or the first ten (10) hours on Monday (Tuesday to Friday work week) shall be paid one and one half (1.5) times the regular rate of pay. In either case, all hours worked on Saturday shall be paid at one and one half (1.5) times the regular rate of pay.

All hours beyond forty (40) hours of work per week on eight (8) or ten (10) hour schedules or thirty-six (36) hours per week on twelve (12) hour schedules are overtime. An Employee who misses time during his regular work hours due to illness, or any other reason with the permission of management, will not be required to make up the missed time. In the event an Employee misses time without management permission, they will be required to make up the time as regular hours prior to collecting overtime hours.

Overtime hours worked will be paid at one and one-half (1.5) times the regular rate of pay including Saturdays, Sundays, and statutory holidays. Double (2) time will be paid after twelve (12) hours.

In the case of a compressed work week, all hours beyond ten (10) hours of work per day or forty (40) hours per week are overtime.

Section 3 It is the Employer's right to schedule overtime. The Employer shall ensure fair distribution and such requests shall not be unreasonably refused by the Employee. The Employer will make every effort to provide reasonable notice.

Section 4 When an Employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of his regular shift, a hot meal shall be provided immediately after the conclusion of the two (2) hour time period and every four (4) hours thereafter, with twenty (20) minutes paid at double time to consume the meal. In lieu of the hot meal, a \$20.00 allowance may be paid. 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, they shall be given twenty (20) minutes paid at double time to consume the meal at the end of the first two (2) hours of overtime.

Section 5 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the start of the regular day shift (6:00 a.m.) on the day which is

recognized as the holiday.

Section 6 Where a holiday occurs during a Monday to Friday, eight (8) hour per day work week, the maximum of thirty-two (32) hours per week shall form the basis of maximum straight time rate or during a Monday to Thursday or Tuesday to Friday, ten (10) hours per day work week, the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate or during a Friday to Sunday, twelve hours per day work week, the maximum of twenty-four (24) hours per week shall form the basis of maximum straight time rate.

General holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other general holiday proclaimed by the Federal or Provincial Governments.

Section 7 General Holiday Pay shall be calculated and paid each pay period at 5.0% of Total Gross Earnings.(includes Shift Premium and Vacation Pay and excludes Overtime pay).

Section 8 No work shall be performed on Labour Day, except for the preservation of life and property.

Section 9 Christmas Eve and New Year's Eve, shall be a day off without pay and may be worked by mutual consent.

Section 10 When a holiday falls on a Saturday, Sunday or recognized day off, the holiday shall be observed on either the workday prior to the holiday or the first workday following the holiday. The company reserves the right to schedule a shift on the observed date of the holiday, understanding that requirement to work the shift is voluntary.

If an Employee works the shift that is scheduled on the observed date of the holiday, all hours worked will be paid one and one-half (1.5) times the regular rate of pay. Additionally, in the case of the weekend shift, the hours worked will contribute to the prorating of the Employees pay (namely the four (4) hour shift premium prorating).

ARTICLE 8 VACATIONS

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

Length of Continuous Employment	% of Reg Plus Shift Pay	Vacation Days - Time Off
0 – 12 months	4%	10 regular work days
13 – 60 months	6%	15 regular work days
61 – 120 months	8%	15 regular work days

121 – 180 months	10%	20 regular work days
181 - longer	10%	25 regular work days

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

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

Section 4 In the event that the Employer wishes to close or partially close the plant for a period of time, the Employer will post closure dates sixty (60) calendar days prior to the commencement of such closure.

ARTICLE 9 WAGES

Section 1 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.

ARTICLE 10 BEREAVEMENT LEAVE

Section 1 Three (3) days off with pay for the death of Employee’s family members which includes:

Employee’s family members:

Spouse, adult interdependent partner, common-law partner, children (and their partner/spouse), current or former foster children, current or former wards, parents, step-parents and/or current or former guardians (and their partner/spouse), current or former foster parents, siblings, half-siblings, step-siblings (and their partner/spouse), grandchildren, step-grand-children (and their partner/spouse), grandparents, step-grandparents, aunts, uncles, step-aunts, step-uncles (and their partner/spouse), nieces, nephews (and their partner/spouse), a person the Employee isn’t related to but considers to be like a close relative.

Family members of Employee’s spouse, common-law or adult interdependent partner:

Children (and their partner/spouse), current or former wards, parents, step-parents, foster parents, sibling, half-siblings, step-sibling, grandparents, grandchildren, aunts, uncles, nieces & nephews.

Employees can take up to three days of paid bereavement paid leave in each year.

In order to be paid, the Employee may be required to submit proof of relationship.

Section 2 The above shall not apply if the Employee is on vacation or on a leave of absence.

ARTICLE 11 BOILERMAKERS' SHOP HEALTH AND WELFARE PLAN

Section 1 The Employer will provide a plan with benefits which are set out in Addendum II of this Collective Agreement.

Section 2 The Employer shall provide, at no cost to the Employees, medical insurance available from Alberta Health Care at the monthly rate for family or for single but shall not pay for duplication or be held responsible for arrears.

Section 3 Employee Assistance Program – C.E.F.A.P.

The Employer will contribute on behalf of each Employee to the C.E.F.A.P. program each month limited to no more than two (2) cents per hour worked after completion of ninety (90) calendar days of employment. The service is offered through BCABEAP & Homewood Health Solution which are part of the C.E.F.A.P. benefits carrier program. Through the program, confidential counselling services are available to Employees 24/7 related to family, marriage, relationships, addiction, anxiety, stress, depression, life changes and bereavement.

Section 4 All Employees and their dependents (if any) shall be fully covered by the benefits set forth herein on the first day of the month following the completion of ninety (90) days of employment with the Employer. Participation is mandatory.

Section 5 Benefits premiums for leave of absence exceeding one month:

- For leaves exceeding one month, the Employer will stop paying the Employee's benefit premiums and the Employee's benefits will be suspended.
- The Employee may continue their benefits beyond a one month leave by notifying the Employer of their election to do so and making arrangements with the Employer for payment of the premiums.
- If the Employee is on Short Term Disability, Long Term Disability or Worker's Compensation, the Employer will continue to pay the premiums.

Section 6 The Employer is part of the Edmonton Pressure Vessel Employer Organization (EPVEO). The benefits as set out in Addendum II shall remain in effect for the duration specified. The Employee shall bear no cost of this increased benefit for the duration of the Collective Agreement.

ARTICLE 12 PENSION / RETIREMENT PLAN

- Section 1 The Employer shall contribute at the rate stipulated in the Addenda, for each hour worked to the Boilermakers' National Pension Plan (Canada). Employees will qualify for contributions after completion of ninety (90) 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 showing each Employee's name, social insurance number, hours worked, and the amount of the contribution.
- Section 3 The Plan is administered by a Board of Trustees, which includes representation from the International Brotherhood Boilermakers and appointed professionals.

ARTICLE 13 EDUCATIONAL TRAINING FUND

- Section 1 The Employer shall contribute ten (10) cents per regular hour worked by all Employees covered by this Agreement. This ten (10) cent rate will continue until the total cash and investments of the fund reach fifty thousand dollars (\$50,000.00), at which time the rate will be reduced to five (5) cents. The Employer also agrees that should the total cash and investments of the fund drop below thirty thousand dollars (\$30,000.00), the contribution shall revert back to ten (10) cents. Quarterly reports to be provided to Employer.
- 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 in care of Local Lodge 146 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forger and Helpers, 15220 – 114 Avenue, Edmonton, Alberta, T5M 2Z2.
- The contributions must be accompanied by a report showing each Employee's name, social insurance number, hours worked, and the amount of contribution.
- Section 3 The Edmonton Shop Educational Trust Fund and Program are to be administered by the trustees of the Edmonton Shop Educational Trust Fund and Program in accordance with the signed Trust Document, and if there is any conflict between the terms of the Trust Document and this article, then the terms of the Trust Document shall prevail.

ARTICLE 14 WORK CLASSIFICATIONS

Section 1 WELDERS, FITTERS, AND BURNING TABLE OPERATORS

Welders, fitters, and burning table operators shall perform work within the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forger and Helpers of the International Constitution, Article 11.

Section 2 **APPRENTICES**

- (a) Apprentices shall perform work as in Article 11 of the International Constitution. An apprentice will be given ample opportunity to cover all sections of his trade. The ratio of apprentices shall be one (1) to three (3) Boilermakers. The same ratio to apply when layoffs occur. It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager or Business Representative to reach a mutually acceptable solution.
- (b) The Employer agrees to pay indentured apprentices an amount which, when added to the Employment Insurance benefits from Service Canada will amount to 90% of their base pay calculated at their straight-time hourly rate multiplied by forty (40) hours per week, while attending technical school.

Apprentices to be paid, upon completion of a pass mark (and proof of employment insurance benefit receipt), one-third (1/3) of the amount owing on the first pay period upon returning to work after attending school. The second one-third (1/3) shall be paid on the second pay period, and the final one-third (1/3) on the third pay period upon returning to work after attending school.

- (c) The Employer will pay fifty percent (50%) of an apprentice's school tuition cost in each year of apprenticeship upon successful completion with a theory passing mark of 85% or better.
- (d) The Employee must have been signed with the Apprenticeship Board through Altex Industries at the time of attending technical school.

Section 3 **HELPERS AND PRODUCTION WORKERS**

Helpers and production workers shall perform work such as power brush operation, power grinding, cleaning, pushing tubes, sorting tubes, rolling tubes, bending tubes, bundle assembly, grinding shells, pigging shells, hydro testing, helping in machine shop, logging tube holes, assisting Welders or Fitters in the performance of work referred to in Article 11 of the International Constitution, and such other work as is generally recognized as Helpers' and Production workers' work.

Section 4 **BEGINNERS**

Notwithstanding Article 4 Section 1, Beginner's classification shall apply to those Employees that have limited work experience in the industry. The Employer will determine during the first six (6) months whether beginners will enter into either the apprenticeship program or become a helper. The beginner shall perform the same duties as an Apprentice, Helper or Production worker.

ARTICLE 15 SAFETY AND WORKING CONDITIONS

Section 1 A change room, lunchroom, washroom, and locker facilities shall be provided by the Employer and kept in a sanitary condition. The committee and Employees agree to cooperate in keeping these facilities sanitary; otherwise at the discretion of management, a written warning may be issued to those Employees not complying. The Employer is responsible for the destruction by fire, on the Employer's premises, of personal effects owned by the Employee to a maximum of \$250.00.

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

Section 3 If any Employee has an accident during working hours and a physician deems it not safe to continue the shift, the Employee shall be paid at the regular rate of pay for the full shift. Employees governed by this contract shall adhere to all Employer safety policies and procedures.

Section 4 The Employer shall provide:

- (a) coveralls on an exchange basis, or an exchange service for coveralls on a weekly basis at no cost to the Employees within thirty (30) calendar days of start of employment.

- OR -

- (b) a cash payment of \$100.00 on June 1, October 1, and February 1.

It is the onus of the Employee to purchase appropriate wearing apparel and maintain the apparel equivalent to the maintenance that is supplied by the exchange service.

Gloves are to be supplied by the Employer as required on an exchange basis. The Employer will provide acceptable hearing protection, safety glasses, hard hat and respiratory protection.

Winter coats shall be provided to Employees who are required to work outside.

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 show-up time to be calculated at two (2) times the Employee's regular rate of pay.

Section 7 The Employer, where practical, shall provide plug-ins for all regular Employees.

Where not practical to provide plug-ins, a boosting service will be supplied.

- Section 8 Employees shall be allowed a paid five (5) minute personal clean-up time prior to the end of their shift.
- Section 9 The Employer shall provide all Employees with the rules, regulations, and safety information.
- Section 10 Employees must comply with all PPE requirements. Failure to do so may result in disciplinary action.

ARTICLE 16 WELDING TESTS

- Section 1 A welder who has served his apprenticeship with the Employer, upon taking his initial "B" Pressure test, shall receive six (6) hours regular pay for taking his test. If the Employee works for the Employer less than thirty (30) days after receiving six (6) hours regular pay for his initial "B" test, he shall have deducted from his final pay an amount equal to six (6) hours pay at his regular rate.
- Section 2 Any "B" Pressure Welder that is new to the Company shall, upon successful completion of a qualification test, be paid for the test time to a maximum of four (4) hours.

ARTICLE 17 SENIORITY

- Section 1 The principle of seniority in a classification shall govern layoffs and recalls. Consideration shall be given to retain sufficient Employees in each job classification to suit the nature of the work remaining. Priority may be given to Employees for recalls as per specific work area requirements and skill set. A new Employee shall not be entitled to seniority until they have been employed continuously for a period of sixty (60) calendar days, and then their seniority shall date back to the time of their hiring.
- Section 2 Employees laid off shall retain their seniority accumulated to time of layoffs, providing the layoff does not exceed one month for each year of employment after which the Employee will lose all seniority rights. A laid-off Employee must make arrangements with the Employer to return to work within five (5) days after receiving a notice of recall in order to preserve their seniority.
- Section 3 Separate seniority lists shall be kept for each category as per the wage listing. In the case of layoffs, each list shall be considered a separate unit. The Employer will supply seniority lists at the beginning of each month.
- Section 4 Layoffs must comply with the Employment Standards Code.
- Section 5 An Employee's seniority shall be maintained for a maximum of one (1) year for

their absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.

- Section 6 Management agrees that a member will not be laid off before a non-member within the classification.
- Section 7 Job-protected leave entitlements will be as per Employment Standards rules. These leaves of absence are without pay and the Employee will maintain their seniority date.

ARTICLE 18 SHOP COMMITTEE

- Section 1 The importance of the Union maintaining, at all times, a shop committee consisting of qualified Employees of the Employer familiar with plant conditions, is recognized.
- Section 2 The selection of the shop committee is recognized as a function of the Union. The committee shall consist of not less than one (1) nor more than three (3) Employees. The chairman of this committee shall be the day shift Shop Steward. Owing to the nature of their work on this committee, it is deemed important that seniority does not affect their layoff, therefore, in the event of a layoff, they shall be the second last employee off the job, provided there is work available for which they are qualified; otherwise, the Business Manager or Business Representative will be notified in time to appoint a successor. The Shop Steward shall be given a reasonable length of time to perform their duties.
- Section 3 At least one (1) member of the shop committee shall act on the safety committee, preferably the Shop Steward.
- Section 4 Safety committee meetings shall be held at least once per month, or as required by the committee.

ARTICLE 19 GRIEVANCE MACHINERY

Section 1 GRIEVANCE PROCEDURE

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

Step 1:

The foreman or supervisor shall be given the opportunity to address a complaint. When a complaint is reduced to writing, it shall be termed a grievance and shall be advanced to Step 2.

Step 2:

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

Step 3:

The Employer representative shall hear the grievance within fifteen (15) working days from the incident giving rise to the complaint. The grievance shall be presented by the Business Manager or their representative and the Shop Steward. The written decision of the Employer representative shall be submitted to the Business Manager and the Shop Steward within eighteen (18) working days from the incident giving rise to the complaint.

Step 4:

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

Section 2

ARBITRATION

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

Step 1:

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

Step 2:

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

- a) The Arbitrator shall be governed by the terms of the Collective Agreement, and they shall not alter, amend, or change the terms of the Agreement. If an Employee has been dismissed or otherwise disciplined by the Employer for cause and the Collective Agreement contains no specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute any penalty for the dismissal or discipline that seems just and reasonable in all the circumstances.

- b) Each of the parties to this Collective Agreement shall bear their own expenses for arbitration. The fees and expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 20 UNION LABEL

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

ARTICLE 21 PLANT VISITATION

Section 1 The authorized Business Representative of the Union shall be allowed to visit the office of the Employer during normal business hours. After notifying the Manager of Plant Operations of the purpose of the visit, he/she will be permitted access to the Employer's shop during working hours to investigate any matter covered by this Agreement, but shall in no way interfere with the progress of the work.

If the authorized Business Representative of the Union needs to speak with a Union member during a visit they may do so during the Union member's authorized breaks.

ARTICLE 22 DURATION OF AGREEMENT

Section 1 This Collective Agreement shall become effective November 1, 2019 and shall remain in full force and effect until October 31, 2022, 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 Collective Agreement of a desire to modify or terminate this Collective 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 Collective Agreement, then terms and conditions of this Collective Agreement shall remain in effect until a new Agreement is concluded or strike or lockout commences.

IN WITNESS THEREOF the parties hereto have executed this Agreement the

____2nd____ day of ____December____, 2019.

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

Altex Industries Inc.

Hugh MacDonald,
Business Manager/Secretary Treasurer

Dave Reich, President

Darcey Kooznetsoff
Business Representative

Tim Carlson, CFO

Jeff Krieger

Gisele Vaillancourt, Mgr – HR & Payroll

Alex Deren

Addendum I
ALTEX INDUSTRIES INC. - Wage Page (Hourly Rate)

	Dec. 1, 2019	Nov. 1, 2020	Oct. 23 2021
	4%	1%	1%
Foreman	46.34	46.81	47.27
Charge Hand or Asst. Foreman	44.95	45.40	45.85
Boilermaker – Layout/Vessel Fitter	43.54	43.98	44.42
B Welder – Level 2	43.54	43.98	44.42
B Welder – Level 1	41.46	41.88	42.30
Journeyman Boilermaker, Welder and fully trained Burning Table Operator	37.00	37.37	37.75
Apprentice Boilermaker or Welder:			
3 rd year (90%)	33.30	33.63	33.97
2 nd year (75%)	27.75	28.02	28.30
1 st year (60%)	22.20	22.43	22.65
C – Ticketed Welder (Journeyman or other)	38.02	38.40	38.79
C – Ticketed Welder – 3 rd year Appr.	37.00	37.37	37.75
C – Ticketed Welder – 2 nd year Appr.	33.30	33.63	33.97
Machinist (with Journeyman ticket)	38.17	38.55	38.94
Machinist (no ticket)	31.74	32.06	32.38
Apprentice Machinist:			
4 th year (85%)	32.44	32.76	33.09
3 rd year (75%)	28.62	28.91	29.20
2 nd year (65%)	24.80	25.05	25.30
1 st year (55%)	20.99	21.20	21.41
Sub-Arc Operator	27.75	28.02	28.30
Production Worker	27.50	27.77	28.05
Helper 2	24.23	24.47	24.72
Helper 1	22.20	22.43	22.65
Beginner	19.35	19.55	19.74
Pension	2.00	2.25	2.50
Shift Premium	2.00	2.00	2.00

Addendum II EPVEO – BENEFITS PLAN

Represented companies: Alberta Custom Pipe Bending and Mfg (2010) Ltd, Alberta Exchanger Ltd., Altex Industries Inc, CESSCO Fabrication and Engineering Ltd. & Dacro Industries Inc.

The Employer is part of Edmonton Pressure Vessel Employer Organization (EPVEO).

- Benefits are offered as per the EPVEO Agreement. The Benefits carriers are Great West Life (GWL) and Wello. The benefits contracts apply from September 1, 2019 to August 31, 2022.
- The Benefits Summary represents only a summary of the design of your group insurance plan. You should review the insurer's booklet for a thorough understanding of your plan's principal features.
- The Employer will provide and fund GWL Policy 177229 and Wello at no cost to the Employees.
- The Employee shall bare no cost of this increased benefit for the duration of the Collective Agreement.
- Participation Status: Mandatory
 Waiting Period: Class 001 - 90 Days of continuous employment applies to Cessco, Dacro Non-Union and Altex Industries
 Waiting Period: Class 002 - 60 Days of continuous employment applies to Dacro, AB Custom Pipe and AB Exchanger
 Waiting Period: Class 003 - 60 Days of continuous employment applies to AB Custom Pipe Non-Union & AB Exchanger Non-Union (STD and LTD are non-taxable benefits)
- The Employer will offer Optional Life Insurance GWL Policy 177230.
 The Employee elects the amount of coverage for themselves and their spouse. When approved by GWL, the monthly premiums will be deducted from the Employee's pay.

BENEFITS SUMMARY

GREAT WEST LIFE: EPVEO GROUP POLICY 177229

Life Insurance

Schedule Amount	\$75,000
Reduction	Life Insurance reduced by 50% at age 65
Termination of Benefits	Earlier of termination, retirement or age 70

Dependent Life

Spouse/Child	Spouse \$10,000 / Child \$5,000
Termination of Benefit	Date plan member's Life Insurance terminates or age 70

Accidental Death & Dismemberment

Schedule Amount	\$75,000
Reduction	AD&D reduced by 50% at age 65
Termination of Benefit	Earlier of termination, retirement or age 70

Short Term Disability

Schedule Amount	67% of weekly earnings
Tax Status	Taxable
Maximum Benefits Period	Equivalent to the Employment Insurance (EI) max – yearly update
Waiting Period – Accident/Hospital	0 Days (minimum 24 hours stay)
Waiting Period – Illness	7 Days
EI Integration	Weeks 2 through 17 covered by EI (if eligible)
Maximum Benefits Period	26 Weeks
CPP Offset	All source
Termination of Benefits	Earlier of termination, retirement or age 65

Long Term Disability

Schedule Amount	67% of monthly earnings
Tax Status	Taxable
Maximum /Non-Evidence Maximum	\$2,400/\$2,400
CPP Offset	All source
Elimination	26 Weeks
Definition of Disability	2 Year own occupation
Termination of Benefit	Age 65

Health Care

Deductible	Nil
Reimbursement Level	100%
Covered Expenses Amounts	Will not exceed reasonable and customary charges
Co-insurance	100%
Hospital Accommodation	Semi-Private

Addendum II - EPVEO - BENEFITS PLAN

BENEFITS SUMMARY Continues

Health Care

Paramedical Calendar Year Maximum
Paramedical Practitioners Coverage Includes

GREAT WEST LIFE: EPVEO GROUP POLICY 177229

\$300 per person per practitioner type
Audiologist, Chiropractor, Homeopath, Massage Therapist, Naturopath, Occupational Therapist, Osteopath, Podiatrist/Chiropodist, Speech Therapist
\$1,000 per person per practitioner type
Physiotherapy, Psychologist / Social Worker / Psychotherapist combined
\$1,500 per lifetime
90 Days

Paramedical Calendar Year Maximum
Paramedical Practitioners Includes
Hearing Aids Coverage
Outside Canada Coverage (Trip Duration)

Health Care – Second Opinion Service

Diagnostic & Treatment Support

Included - Best Doctors
Ask the Expert, Best Doctors 360, FindBestCare, FindBestDoc, InnerConsultation. Support that connects seriously ill plan members with an array of resources that confirms correct diagnosis and treatment.

Health Care - Drugs

Submission Type
Drug Co-Insurance
Formulary
Lifestyle Drug Coverage

Pay Direct Drug Card
100%
Drugs legally requiring a prescription – generic
Fertility, Anti-Obesity and Erectile Dysfunction Drugs excluded.
Smoking Cessation drugs – lifetime maximum \$200 per person

Dispensing Fee Cap
Maximum
Termination Age

None
Unlimited
Earlier of termination or retirement – no age limit

Health Care – Vision

Maximum Benefit – Employee

Per rolling calendar (24 months per last reimbursement date)
Lenses - \$800 per 24 months, frames - \$150 per 24 months
Prescription Safety Glasses - \$400 per 12 months
Laser Eye Surgery - \$1,900 lifetime maximum

Maximum Benefits – Dependents

Lenses - \$550 per 24 months, frames - \$150 per 24 months
Laser Eye Surgery - \$1,400 lifetime maximum

Eye Exam Coverage
Termination Age

Adults: 1 per 24 months, dependent children under 19 - 1 per 12 months
Earlier of termination or retirement – no age limit

Dental Care

Basic Co-Insurance
Major Restorative Co-Insurance
Combined Annual Maximum per Calendar Year
Orthodontic Co-insurance
Life Maximum
Recall Exam
Units of Scaling
Fee Guide
Termination Age

100%
100%
\$2,500
60% (dependent children only)
\$2,000
6 Months (fluoride for children up to 21 only)
12 per 12 months
Current general guide
Earlier of termination or retirement – no age limit

Survivors Benefits

1 Year coverage for dependents – Health, Dental, Drugs, Vision

BENEFITS SUMMARY

Optional Life Insurance

Employee and / or Spouse

GREAT WEST LIFE: EPVEO GROUP POLICY 177230

Units of \$10,000 to a maximum of \$500,000.
Employee elects amount of coverage for themselves and their spouse.
When approved by GWL, the monthly premiums will be deducted from the Employee's pay.
Earlier of termination, retirement or age 65

Termination of Benefits

BENEFITS SUMMARY

Virtual Healthcare Service

WELLO: EPVEO POLICY

Nurse Practitioners available over video, phone or messaging
Book appt online via Member Portal; 24-7 On Call Urgent Care
Diagnose & treat conditions, help to manage acute & chronic illnesses, health coaching, order & interpret tests, write & renew prescriptions, make specialist referrals, etc.
Earlier of termination or retirement – No age limit

Termination Age

Addendum III
ALTEX INDUSTRIES INC. - Contract Welders

Reference: Article 4 – Union Security – Section 1

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

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

Addendum IV HOURS OF WORK / COMPRESSED WORK WEEK / SHIFT WORK / OVERTIME

	Regular Work Week			Compressed Work Week					
	Mon to Fri	Mon to Fri	Mon to Fri	Mon to Thurs	Mon to Thurs	Tue to Fri	Tue to Fri	Fri to Sun	Fri to Sun
Descriptions	Days	Afternoon	Night	Days	Afternoon	Days	Afternoon	Weekend Days	Weekend Afternoon
Week Definition	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat	Sun to Sat
Normal Hours	7:00 am to 3:30 pm	3:30 pm to 12:00 am	12:00 am to 7:30 am	6:00 am to 4:30 pm	4:30 pm to 3:00 am	6:00 am to 4:30 pm	4:30 pm to 3:00 am	6:00 am to 6:30 pm	6:00 pm to 6:30 am
Total Hours Per Shift	8.5	8.5	7.5	10.5	10.5	10.5	10.5	12.5	12.5
Regular Hours Paid	8	8	7.5	10	10	10	10	12	12
# of Days Worked	5	5	5	4	4	4	4	3	3
Sub Total Regular	40	40	37.5	40	40	40	40	36	36
Prorate			2.5					4	4
Total Regular	40	40	40	40	40	40	40	40	40
Overtime 1.5 **Paid at Rate of Time and a Half	After 8	After 8	After 8	After 10	After 10	After 10	After 10		
Overtime 2.0 **Paid at rate of Double Time	After 12	After 12	After 12	After 12	After 12	After 12	After 12	After 12	After 12
Shift Differential – All hours worked **Not Compounded on OT Hours		\$2.00	\$2.00		\$2.00		\$2.00	\$2.00	\$2.00
Breaks	2 x 10 min 9:00 am 2:30 pm	2 x 10 min 5:30 pm 11:00 pm	2 x 10 min 1:30 am 5:30 am	2 x 15 min 9:00 am 2:30 pm	2 x 15 min 7:00 pm 12:30 am	2 x 15 min 9:00 am 2:30 pm	2 x 15 min 7:00 pm 12:30 am	2 x 15 min 9:00 am 2:30 pm 1 x 10 min 4:20 pm	2 x 15 min 9:00 pm 2:30 am 1 x 10 min 4:20 am
Breaks - Lunch	1 x 30 min 12:00 pm	1 x 30 min 8:30 pm	1 x 30 min 3:30 am	1 x 30 min 12:00 pm	1 x 30 min 9:30 pm	1 x 30 min 12:00 pm	1 x 30 min 9:30 pm	1 x 30 min 12:00 pm	1 x 30 min 12:00 am

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 December 2, 2019 at Edmonton, Alberta by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC, and Altex Industries Inc. (Company)

For the INTERNATIONAL BROTHERHOOD

For the EMPLOYER

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

Dave Reich, President

Hugh MacDonald, Business Manager
/Secretary-Treasurer, Boilermakers
Local Lodge 146

Tim Carlson, CFO