

September 2, 2020

## **New stand-alone Maintenance Agreement for Lodge 146**

We wish to announce that, after a long period of negotiation and mediation, Lodge 146 of the IBB has reached a long-sought-after stand-alone Maintenance Agreement with the Boilermakers Contractors' Association (BCA).

This new agreement covers both short- and long-term maintenance projects (except there is an ongoing legal action as to whether or not it will cover the long term maintenance work currently covered by a GPMA) in Alberta, and makes the Boilermakers the only trade in our province to have secured such a stand-alone agreement.

It was very important for us to strive toward concluding this agreement, especially in the face of unprecedented economic uncertainty sparked by the COVID-19 crisis and the collapse of the price of oil. The Alberta economy has been particularly hard hit, and our contractors and owners have felt the impact as forcefully as other industries. Capital expenditure budgets have been savagely cut across the board.

Lodge 146 needs to be part of Alberta's economic recovery. Because our wages are generally higher than in other trades, we have faced the danger of losing our work to those other trades as our contractors and owners are struggling to remain competitive. This agreement helps to protect our work and gives us a firm foothold to secure a solid future for our Union.

The economy needs time to recover and, of course, we must be patient, but we also have to help kickstart the recovery. This agreement, which remains in force until December 2023, allows us to be active participants through that recovery period, something that is critical to our survival as a compulsory trade. The Trans Mountain pipeline is expected to be commissioned by the early months of that year; this additional pipeline takeaway capacity for oil exports should help our industry recover.

In order for us to remain at the top of the trades in Alberta, and to prove our worth, we must continue to provide sufficient funds to our training programs. Our new agreement includes funding provisions to keep our training courses ahead of the curve. Without advanced training programs, we lose one of our key advantages.

### **Timeline**

In October 2019, Lodge 146, in conjunction with the IBB, gave formal notice to the BCA to bargain a Collective Agreement covering maintenance work performed by our members in Alberta.

The Lodge 146 Bargaining Committee was authorized to bargain collectively to conclude a Collective Agreement and sign a Collective Agreement. From the start of negotiations, the Bargaining Committee was determined to acquire a stand-alone Maintenance Agreement for Alberta — a first in the province. This means Lodge 146 would possess, now and in the future, bargaining rights for Maintenance as well as Construction. It is extremely important for the future of this Union to hold all possible bargaining rights. The Maintenance industry has changed and Lodge 146 must change too.

Everyone has a duty to collectively bargain in good faith toward achieving a Collective Agreement. This duty is constant and ongoing. At any time, either party can apply for informal or formal mediation. The BCA applied for formal mediation on March 10, 2020. The appointed mediator has been professional and practical, and has kept both sides on task and well informed throughout the six-month-long mediation. A Collective Agreement was finally reached on September 1, 2020.

Lodge 146 is of the view that maintenance work under our new agreement includes *all* work, whatever the length of the employer's contract with the owner on the project and whether it was previously performed under the National Maintenance Agreement (NMA) or under another agreement such as the General Presidents Maintenance Agreement(s) (GPMA). However, the contractors working under the GPMA agreements say that the 2020 GPMA agreements apply on those specific projects for which a GPMA is in place. This one issue has not yet been resolved, and is currently before the Alberta Labour Relations Board. Lodge 146 is actively pursuing that legal action.

This stand-alone Maintenance Agreement for Alberta can be viewed on the Lodge 146 website.

### **Key highlights of the Agreement:**

- All pension, benefits and Union fund contributions will be on Hours Earned. To gain this, it cost one dollar and ten cents (\$1.10) off our hourly wage base rate.
- Twenty-five percent (25%) Name Hire provisions will be maintained, rather than the fifty percent (50%) demanded by the BCA. Name hires will not include apprentices.
- Transfer provisions will remain the same as the previous National Maintenance Agreement.
- Double-time provisions will remain in place for Sundays and recognized holidays.
- Saturdays will be paid at an overtime rate of time-and-one-half.
- Shift premium amount is three dollars and fifty cents (\$3.50) per hour.

- The Canadian Model Version 6 for providing a safe workplace will be adopted.
- The ten cents (\$0.10) per hour paid into the National Maintenance Council of Canada, Administration Fund will be cancelled. This amount will now go directly into the Education and Apprentice Funds to pay for training programs. This is an amount of approximately two hundred and sixty thousand dollars (\$260,000.00) in funding for these important programs.
- The Grievance Procedure will rely upon the *Alberta Labour Relations Code*, Division 22, Collective Agreements Arbitration Section 135, 136 and 137(1) to settle differences. (See amended language from new NMA Article 6.103 Grievances.)

We wish to thank our bargaining team for their determination and hard work throughout the negotiations. We are convinced that this new agreement is a positive step, in a very challenging economic climate, toward a solid future for our brothers and sisters across Alberta.

In solidarity,

Hugh MacDonald  
Business Manager/Secretary Treasurer  
International Brotherhood of Boilermakers  
Lodge 146

Arnie Stadnick  
International Vice President - Canada  
International Brotherhood of Boilermakers

# ARTICLES OF AGREEMENT



BETWEEN



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

*(hereinafter referred to as the “Local Lodge”)*

**ON ITS OWN BEHALF AND IN CONJUNCTION WITH**

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

*(hereinafter referred to as the “Union”)*

AND

**THE BOILERMAKER CONTRACTORS’ ASSOCIATION**

**ON ITS OWN BEHALF AND ON BEHALF OF**

**THE BOILERMAKER CONTRACTORS’ ASSOCIATION OF ALBERTA**

*(On behalf of each of its participating member companies hereinafter referred to as the  
“Employer”)*

Effective: September 6, 2020 to December 31, 2023

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## **ARTICLE 1.00 – PURPOSE**

### **1.01**

The purpose of this Agreement is to govern wages and working conditions within the Province of Alberta to promote orderly harmonious relationships between the Employer and its employees. 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 the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

## **ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION**

### **2.01**

This Maintenance Agreement is only applicable to participating Boilermaker Contractors' Association member contractors in the Province of Alberta.

### **2.02**

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on maintenance, shutdown and/or turnaround work performed by the Employer within the jurisdiction of the Union.

### **2.03**

The Employer agrees that jurisdiction recognized therein for the Union shall be the jurisdiction recognized by the A.F.L.-C.I.O. Assignments will be made in accordance with the procedures established in the plan for the settlement of jurisdictional disputes in the construction industry covering the U.S.A. and Canada (the green book).

### **2.04**

"Employees" as used herein, means employees of the Employer engaged in such work in the Province of Alberta.

### **2.05**

This Agreement does not apply to work which is performed by the Employer in the Employer's facilities.

### **2.06**

This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to employees above the rank of General Foreperson.

## **2.07**

When a tool crib is established and under the care and control of the Employer, the necessity of a tool crib and/or an attendant will be determined by the Employer.

## **ARTICLE 3.00 – MANAGEMENT RIGHTS**

### **3.01**

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 schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

### **3.02**

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

### **3.03**

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 3.08 d.), suspend, layoff, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

### **3.04**

Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

### **3.05**

The selection and appointment of General Foreperson, Foreperson, and Assistant Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson, Foreperson and Assistant Foreperson is the sole responsibility of the Employer.

### **3.06**

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing, the availability of qualified General Foreperson with the Business Manager/Secretary-Treasurer or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.



### 3.07

#### **Local Residents:**

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within a one hundred (100) kilometre radius of the project site at the date of hire. An employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a worker generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer. An Employer choosing to lay-off a local resident and keep a member residing outside of the area will notify the affected local union.

### 3.08

- a. In addition to Article 3.05, the Employer shall have the right to name hire 25% of the crew not including apprentices, unless otherwise mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.
- b. Where local residents are afforded priority of employment through Employer requested name hire, such employment is considered a name hire.
- c. All name hire requests shall be made in writing (including fax or electronically) to the Union.
- d. The Employer has the right to transfer current employees (including apprentices) to fill up to 50% of the crew on a project provided:
  - i. The employee agrees to the transfer
  - ii. Transfers do not displace existing members
  - iii. Transfers apply only to local union members
  - iv. Transferred employees commence employment on the same date as dispatched employees
  - v. Transferred employees who were initially name hired, retain that status upon transfer
  - vi. The name hire ratio in the agreement is not exceeded
  - vii. Prior to the transfer, the Employer shall provide the union steward with the list of names of all transferred employees
  - viii. It is recognized that there may be situations in which the transfer ratio may be impractical or is found to work a hardship for the Employer in securing work in certain plant(s) in which case the ratio may be modified by the mutual consent of the Union and the Employer.
- e. On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreperson, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.
- f. As the labour provider for Employer working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are

dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

- g. Boilermaker Apprentices and Welder Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeymen, within the appropriate classification.

## **Article 4.00 – UNION SECURITY AND DUES COLLECTION**

### **4.01**

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case they may commence work and notify the Union office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch.”

### **4.02**

The Union agrees to furnish competent available workers to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of their membership in the Union or their participation in its lawful activities. The Employer will provide written response to the Local Union upon refusal to hire.

The Parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The Parties will make every effort to provide the necessary training and education programs and will encourage full participation.

### **4.03**

The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Similarly, Employers will be responsible to forward to the Union Hall, copies of safety certificates for all safety training that is done on jobsites by the Employer.

Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

Note: Job Ready Dispatch Safety Training Records will be maintained at the Local Lodge.

#### **4.04**

When the Union cannot supply qualified workers within seven (7) days of the start date requested, (Saturday, Sunday and holidays excluded), then the Employer may secure other qualified workers.

#### **4.05**

Upon receipt of authorization from the employee, the Employer shall deduct from all employees coming within the scope of this Agreement:

- a) From the first pay period of each month, monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work.
- b) From each pay period, Union Dues in the percentage of gross hourly wages or other amount as may be designated by the Local Lodge under whose jurisdiction the Employer is performing work.

The above deductions must be mailed no later than the 15th of the following month, to the Business Manager/Secretary-Treasurer of the Local Lodge under whose jurisdiction the Employer is performing work.

Each remittance shall be accompanied by a list showing the names and Social Insurance Number (provided the number is supplied by the Union on its referral form) of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the field dues in (b), the figure on which the deduction was based.

#### **4.06**

The Union will hold the Employer harmless from all liabilities and claims by employees, Union or its agents other than prompt collection and transmittal of authorized deductions.

#### **4.07**

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- a) the non-members and retirees;
- b) the travel card members from other Local Lodges;
- c) the members of the Local Lodge in whose jurisdiction the work is being performed except that:
  - (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
  - (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

#### **4.08**

The Employer shall notify the Union of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

## **ARTICLE 5.00 – NO STRIKES OR LOCKOUTS**

### **5.01**

There shall be no lockout by the Employer and no work stoppages by the Union. In the event that local Agreements terminate and no agreement is reached regarding wages, the Employer, in order that continuity of work shall be maintained agrees as follows:

- a) Should work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate, whichever is the earlier.
- b) Should no work stoppage occur in negotiating the local Agreement, the employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new Agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

It is agreed that the workforce in effect on any site will not be employed on work that is affected as a result of an A.F.L.-C.I.O. Building Trades construction strike or lockout.

## **ARTICLE 6.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION**

### **6.01**

All work shall be performed, and equipment operated, according to accepted safety conditions which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to Employer Regulations. Fresh, safe, cool drinking water and sanitary cups shall be furnished to the employees.

### **6.02**

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided. The Employer will advise the Union when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed \$400.00.

### **6.03**

The Employer shall supply at no cost to the employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes), when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

Welders' capes shall be kept available for temporary issue to welders engaged on such work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employees' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed fifteen (15) minutes for wash-up time prior to the conclusion of their shift.

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.

b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.

#### **6.04**

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the Parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Business Manager/Secretary-Treasurer, prior to starting the job.

#### **6.05**

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise they will assist employees in starting their vehicles if required due to cold weather.

#### **6.06**

The Union agrees to provide the Employer with qualified employees (including Apprentices) who hold the following core health and safety training, WHMIS 2015 (GHS), Confined Space Entry, Audiometric Testing, Fall Arrest/Fall Protection, Quantitative Respirator Fit tested and Common Safety Orientation (CSO). Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Awareness.

The Union agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform personwatch duties when required and when such personwatch is within the Employer's control.

If an Employer requires an employee to complete an employer online orientation and on-boarding, the Employer shall estimate a reasonable amount of time to complete the online

orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's total package and hourly rate.

#### **6.07**

The Parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than sixty (60) calendar days.

#### **6.08**

The Parties agree to adopt the July 1, 2018 Version 6.0 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule. The Canadian Model is a unilateral Work Rule created by the Construction Owners Association of Alberta. The parties agree to three letters (Referral for Case Managed Aftercare, Rapid Site Access Program and Continuing Case Managed Aftercare) provided to the Boilermaker Contractors' Association on July 15, 2020 and the Letter of Understanding relating to the interpretation of the Canadian Model Version 6.0 (*attached*). Adoption of Version 6.0 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under the Alberta Human Rights Act and/or the Canadian Charter of Rights and Freedoms.

### **ARTICLE 7.00 – WELDING TESTS**

#### **7.01**

Any welder who is required to do additional testing by the Employer, shall be paid for weld time of four (4) hours per successful test (excluding the boiler ¼ Down Hand Plate or other single ¼ plate test, will be paid two (2) hours). Additionally, the prevalent Tank Constructor test consists of three plates welded in the vertical, horizontal and overhead positions and will be paid a maximum of four (4) hours total, upon successful completion. Those requested to take an abbreviated version of the tank constructor test will be compensated at one and a half (1.5) hours for each successful test.

Any welder required to take additional welding qualifications for employment with an Employer and who fails the required weld test, QW-320 of Section 9 of the ASME Code will come into effect. At the sole discretion of the Weld Test Examiner, the welder may be granted the opportunity to take a second test. In any event a welder will not be paid for a failed test.

If a welder is required to test at the job site, the welder shall be paid for any applicable travel allowance, but not for the failed test.

If an Employer is requesting more than three (3) tests per welder and a welder has successfully completed three (3) of four (4) tests, the Employer may retain the welder and pay for the three (3) successful weld test. If the Employer decides not to retain the welder, he or she will be paid for the three (3) successful weld tests.

For every required test and any examiner permitted second test the Employer will pay the transfer fees, materials and inspector fees.

### **7.02**

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

### **7.03**

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travel allowance, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

### **7.04**

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

### **7.05**

Where a welder is to take an official Provincial test on which the issuance or re-issuance of their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

### **7.06**

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 7.00.

### **7.07**

Any welder required to take a pre-job welding test for employment with an Employer and fails the required weld test, the welder may be granted the opportunity to take a second test.

## **ARTICLE 8.00 – ACCESS TO JOBS**

### **8.01**

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such

access, provided the Union Representative secures permission from the Employer's senior Representative and does not cause employees to neglect their work.

## **ARTICLE 9.00 – STEWARDS**

### **9.01**

On all jobs, the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will designate, or otherwise arrange for, the appointment of a Steward from among the qualified working Journeyperson employees.

In all Provinces, where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

### **9.02**

It will be their duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

### **9.03**

The Steward shall be retained until the end of the job, provided there is work available for which they are qualified; otherwise the Business Manager/Secretary-Treasurer or Assistant Business Manager of the Union will be notified in time to appoint a successor.

### **9.04**

Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

### **9.05**

The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, they shall be included in such required overtime or bad weather working time.

## **ARTICLE 10.00 – GRIEVANCE PROCEDURE**

### **10.01**

- a) If a difference arises between the parties to or persons bound by this collective agreement as to the interpretation, application, operation or contravention or alleged contravention of this agreement or as to whether such a difference can be the subject of arbitration, the parties agree to communicate and/or meet and endeavour to resolve the difference.
  - (i) Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon.



- b) If the parties are unable to resolve a difference referred to in clause (a), either party may notify the other in writing of its desire to submit the difference to arbitration.
- c) The notice referred to in clause (b) shall
  - (i) contain a statement of the difference, and
  - (ii) specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- d) On receipt of a notice referred to in clause (b), the party receiving the notice
  - (i) if it accepts the person or one of the persons suggested to act as arbitrator, shall, within 7 days, notify the other party accordingly, and the difference shall be submitted to the arbitrator, or
  - (ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within 7 days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- e) If the parties are unable to agree on a person to act as the single arbitrator, either party may request under the Labour Relations Code to the Director in writing to appoint a single arbitrator.
- f) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- g) The arbitrator shall inquire into the difference and issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.
- h) The parties agree to share equally the expenses of the arbitrator.
- i) Except as permitted in clause (j), the arbitrator shall not alter, amend or change the terms or conditions of the collective agreement.
- j) If the arbitrator by the arbitrator's award determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- k) Where the arbitrator determines that an employee has been discharged or disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator may substitute for the discharge or discipline some other penalty that in the arbitrator's opinion is just and reasonable in the circumstances.
- l) The arbitrator may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.
- m)
  - (i) If the parties to a collective agreement that provides for the appointment of a single arbitrator are unable to agree on a person to act as a single arbitrator within 14 days after the notice requiring that the matter go to arbitration, or any longer period that the collective agreement may contain for the selection of a single arbitrator, either party may, in writing, request the Director to appoint a single arbitrator.
  - (ii) The expenses and remuneration of a single arbitrator appointed under subsection (1) shall be paid jointly by the parties.

## **ARTICLE 11.00 – HOURS OF WORK**

### **11.01**

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours per day shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day with one-half (½) or one (1) hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager/Secretary-Treasurer. The one (1) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.

### **11.02    Compressed Work Week:**

- a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager/Secretary-Treasurer and the Employer.
- b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager/Secretary-Treasurer and the Employer.
- c) When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which time and one-half (1 ½) rates shall apply up to twelve (12) hours and then double time (2X) rate shall apply after twelve (12) hours. In no case shall the time scheduled on a make-up day be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a make-up day will be at the employee's choice. Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate. Work performed on Saturday, Sunday, or Recognized Holidays shall be paid at the applicable overtime premium.

### **11.03**

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

### **11.04**

An employee shall not be required to work during their regular lunch break except in emergency or special circumstances, in which case, they will receive a re-assigned one-half (½) hour lunch break. If this break falls outside the regular lunch break established on the job,

they shall receive an additional allowance of one-half (½) hour of pay at straight time rates which shall be in addition to their regular straight time hours.

#### **11.05**

Two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer on each eight (8) hour shift. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour work day is established the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

#### **11.06**

When working ten (10) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one-half (½) hour each, both paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. A change in the scheduling of a break will normally be communicated to the affected employees prior to the end of the work cycle before the change.

### **ARTICLE 12.00 – SHIFT WORK**

#### **12.01**

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement are met.

#### **12.02**

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one (1) hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

#### **12.03**

A shift premium shall apply on all hours worked on 2nd and 3rd shifts at the rates as set out in the Wage and Benefit Schedule.

#### **12.04**

When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

#### **12.05**

The Union agrees to discuss the flexibility and options of shift schedules as brought forward at the request of the Employer/Owner. No such changes will be implemented without

the mutual consent of both Parties. Any and all other Articles, Terms and Conditions shall apply.

## ARTICLE 13.00 – OVERTIME

### 13.01

- a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid overtime at the rate of time and one-half (1 ½) the regular rate of pay. Double (2) time will be paid after twelve (12) hours worked.

Employees working on a Saturday shall be paid an overtime rate at time and one-half (1 ½) the regular rate of pay. Double (2) time will be paid after twelve (12) hours worked.

Employees working on a Sunday, and Recognized Holidays shall be paid an overtime rate at double (2) time the regular rate of pay.

- a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

Monday through Saturday double time will only be paid after working 12 hours.

- b) Four Ten Hour Day Option (4x10)

*Monday to Thursday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

Monday through Saturday double time will only be paid after working 12 hours.

c) Four Ten Hour Day Option (4x10)

*Tuesday to Friday:*

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

Monday through Saturday double time will only be paid after working 12 hours.

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

- b) Two or Three Shift Operation: Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.
- c) Before accruing overtime during a work week, an employee must work all available scheduled straight-time hours and must not have any unexcused absences. In the event that an employee has missed available straight-time hours due to an unexcused absence, they must work an equivalent number of straight-time hours prior to being eligible for overtime. An employee who has not completed all the available straight-time hours will not be obligated to work the overtime days at the straight-time rate.

## 13.02

### **Meal Allowance on Unscheduled Overtime**

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight-time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur the Employer shall provide the employees:

- a) a payment of forty dollars (\$40.00) as a meal allowance.
- b) a payment of thirty (30) minutes at straight-time rates in lieu of meal break, and
- c) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

### **Meal Allowance on Scheduled Overtime**

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight-time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. Provided that notification is given on or before the preceding shift, the Employer shall provide the employees:

- a) a payment of twenty-five dollars (\$25.00) as a meal allowance.
- b) a payment of thirty (30) minutes at straight-time rates in lieu of meal break, and
- c) a fifteen (15) minute rest break at the applicable rate of pay.

Where a supervisor is required to:

- a. Start up to one (1) hour earlier, or
- b. Finish up to one (1) hour later, or
- c. Start up to one-half (½) hour earlier and finish up to one-half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 15.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.
- d) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

## **ARTICLE 14.00 – RECOGNIZED HOLIDAYS**

### **14.01**

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours earned including: overtime and shift premium; and also to waiting and reporting time per Article 15.00; daily travel allowance per Article 16.01.

### **14.02**

The following Recognized Holidays are observed by this Agreement:

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

And any other Holiday(s) that may be proclaimed by Federal or Provincial Governments during the life of this Agreement.

### **14.03**

Employees working on a Recognized Holiday shall be paid an overtime rate at double (2) time the regular rate of pay.

### **14.04**

Should any of the above listed holidays (Article 14.02) occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday following unless changed by mutual agreement between the Employer and the Union Representative.

When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

#### **Holiday Observance Clarification:**

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (Client, multi-employer) observance on maintenance sites the Employer may make a request to the Union within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

## **ARTICLE 15.00 – WAITING AND REPORTING TIME**

### **15.01**

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, they shall be entitled to two (2) hours pay, plus subsistence if applicable, for each of the first two (2) regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (8) hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 15.01 (c) shall govern.

### **15.02**

#### **a) Inclement Weather:**

When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's

supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours of pay.

**b) Work Not Available:**

When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day of work, they shall be paid two (2) hours of reporting time and allowed to leave the job immediately.

- c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours of pay.
- d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

**15.03**

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

**15.04**

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

**15.05**

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at their option, be entitled to a layoff, however, this does not pertain to the normal Christmas break (i.e. 2 weeks).

**15.06**

When an employee is unable to report for work due to a strike or work stoppage on the project where they are employed, such employee will not be entitled to any reporting time.

**15.07**

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue work, they shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, they shall also be paid for the remaining unworked normal daily hours for that day (i.e. eight (8) hours, or in case of compressed work day ten



(10) hours) at the applicable rate.

## **ARTICLE 16.00 – TRAVEL AND SUBSISTENCE**

### **16.01**

Travel and Subsistence to be consistent with all trades in the Province of Alberta.

- a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the Employer shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Employer shall pay to each employee a transportation cost at the rate of fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return.

The transportation cost will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the City Hall(s) of Edmonton and Calgary or other Hiring Hall locations.

Subsistence will be paid at a rate of one hundred dollars (\$110.00) per day worked or reported for. In the following areas, subsistence will be paid at a rate per day worked or reported for as noted:

Athabasca .....	\$	150.00
Bonnyville .....	\$	150.00
Calgary (05/06/2012) Boilermakers only .....	\$	150.00
Camrose .....	\$	120.00
Caroline .....	\$	140.00
Canmore/Exshaw .....	\$	155.00
Cold Lake .....	\$	150.00
Drumheller .....	\$	135.00
Edson .....	\$	125.00
Elk Point/Vermillion .....	\$	150.00
Empress .....	\$	135.00
Forestburg .....	\$	135.00
Fox Creek .....	\$	150.00
Fort McMurray .....	\$	195.00
Grande Cache .....	\$	150.00
Grande Prairie .....	\$	150.00
Hanna .....	\$	130.00
Hardisty .....	\$	155.00
Hinton .....	\$	150.00
Lloydminster .....	\$	160.00
Medicine Hat .....	\$	140.00
Peace River .....	\$	150.00
Pincher Creek/Waterton .....	\$	140.00
Red Deer .....	\$	135.00
Rock Mountain House .....	\$	150.00
Stettler .....	\$	120.00
Swan Hills .....	\$	115.00
Wainwright .....	\$	145.00
Whitecourt .....	\$	150.00

These amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Effective May 6, 2018 there is a scheduled increase to initial and terminal travel which will be paid as follows from the above:

120-200 Radius Kilometers	\$	88.00 each way,
200-300 Radius Kilometers	\$	124.00 each way,
300-375 Radius Kilometers	\$	150.00 each way,
375-475 Radius Kilometers	\$	224.00 each way,

*or* actual airfare if suitable proof of air transport is provided to the Employer.

Initial and Terminal travel for any project which falls within one- hundred (100) radius kilometers of Ft. McMurray city hall will be \$224.00.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the Employer to a maximum of \$344.00 each way or airfare if suitable proof of air transport is provided to the Employer.

Initial and terminal travel amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

## **16.02**

On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 16.01 (a) if they reside outside a forty-five (45) radius kilometer free zone around the project.

### **16.03**

On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid fifty two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return. Subsequent amounts will be governed by the provisions of Article 16.01 a). In Ft. McMurray, subsistence employees will be provided transportation to and from the job site as per current arrangements under the Agreement.

## **ARTICLE 17.00 – VACATION WITH PAY**

### **17.01**

Each employee shall receive a vacation allowance on their gross wages in accordance with the Wage and Benefit schedule as set out in the local area Construction Agreement.

### **17.02**

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; waiting and reporting time and travel allowance where applicable.

## **ARTICLE 18.00 – PAY DAY**

### **18.01**

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

### **18.02**

Employees who are laid off or discharged from the service of the Employer shall receive their wages and all monies owing and their Employment Insurance Contribution Certificate on termination if the payroll is made up on the project, otherwise:

- a) the employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel allowance and transportation allowances, subsistence, etc.
- b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website – please note that effective January 1, 2017 all Records of Employment must be filed electronically through the ROE website) within three (3) days exclusive of Saturday, Sunday, and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days, exclusive of Saturday, Sunday and Statutory Holidays of the date of layoff or termination.

Should the Employer fail to comply with this provision (excluding the reference to the Record of Employment), the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday,

Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

### **18.03**

When an employee quits of their own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to their last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates.

### **18.04**

If on an employee's weekly paycheck, they are shorted pay, the employee is required to notify the Employer immediately in writing. The Employer shall provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after receiving the notification of the shortage in writing.

Should this payment not be made within the allotted ten (10) days, the Employer will pay \$100.00 per day the employee is kept waiting from the date the notification of shortage was received in writing by the Employer to a maximum of \$700.00.

Example: Should an employee's pay be short ten (10) or more hours, or equivalent value (inclusive of subsistence) on their weekly pay, the Employer will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after notification of the shortage is received in writing by the Employer.

### **18.05**

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system. Final payment and Record of Employment (ROE) may also be completed electronically.

## **ARTICLE 19.00 – WAGES**

### **19.01**

Any and all funds referenced in the area Construction Labour Agreement shall be paid in accordance with the said Labour Agreement. This would include but not be limited to pension funds, health and welfare funds, Apprentice training funds, and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications. Additionally, a \$0.75 per hour wage reduction on the applicable base rate will apply to work performed under these terms and conditions.

For projects that are located within a one hundred (100) radius kilometers of Ft. McMurray city hall, wage rates for maintenance shall be 100% of base rates set forth in the Area Labour Agreement.

**19.02**

Upon renewal of a local reference agreement that the Employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

**ARTICLE 20.00 – PARTICIPATION AGREEMENT****20.01**

All Employers employing workers under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

**20.02**

The Employer's liability hereunder to any and all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this Agreement, and any consequences arriving out of such failure to remit, in accordance with the terms of the Collective Agreement.

**ARTICLE 21.00 – TANK WORK EMPLOYEES****21.01**

The Union and Employers agree to comply with the letter dated May 31, 2015 relating to the performance of tank work (See Letter No. 1).

**ARTICLE 22.00 – ADMINISTRATION OF AGREEMENT****22.01**

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Union and the Employer agree to establish a Liaison Committee for Local Lodge 146 to meet at least twice each year or as required for the purpose of discussing mutual problems and matters of interest.

**22.02**

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the Appendices attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of

the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate.

### **22.03**

The Boilermaker Contractors' Association agrees the language within the BCA / IBB Alberta Maintenance Collective Agreement to be gender neutral.

## **ARTICLE 23.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT**

### **23.01**

This Agreement shall become effective upon signing and will remain in effect until December 31, 2023 and from year to year thereafter unless written notice to terminate or amend the Agreement is filed by either Party at least ninety (90) days prior to the expiration date.

## **ARTICLE 24.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS**

### **24.01**

The collection and submission of Union Dues and the submission of all other contributions as specified in the local area Construction Agreement are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The Parties to the Agreement may impose penalties which could include:

- a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the Parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the Parties initiate collection proceedings, the Employer shall bear all the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.
- b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

### **24.02**

All submissions must be accompanied by a list showing each employee's name (and Social Insurance Number, provided the Union supplies it on their referral slip) and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

### **24.03**

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

**24.04**

Submissions must be mailed no later than the 15th of the following month.

**ARTICLE 25.00 – ENABLING CLAUSE**

**25.01**

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or Arbitration.

Dated this 1st day of September, 2020.

FOR THE UNION:

FOR THE EMPLOYER:

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

**LETTER #1**

**Letter of Understanding  
Between  
Boilermaker Contractors' Association  
And  
The International Brotherhood of Boilermakers**

**Tank Work Employers Letter (Referred to In Article 21.00)**

Because of the nature and requirements of the work, the Union and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Union as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Union has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding manpower requirements.

The Employer with mutual agreement with the Local Business Manager will be permitted to name hire from the Out of Work List of the Local Lodge, two (2) employees who are qualified to and will perform the operation of any automatic welder. The employer may also select six (6) Journeypersons from any Out of Work List of the Local Lodge for every New Project for up to the first four tanks. For every additional group of four tanks or part thereof the Employer will be extended the same name hire provisions as above.

The next five (5) Employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the basis of 25% name hire.

Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.



Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.

When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.

If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

This Letter of Understanding shall be attached to and form part of and the maintenance agreement between the parties and its duration will mirror that of the agreement.

**Dated: August 17<sup>TH</sup>, 2020**

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

## **LETTER #2**

### **ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT**

During the recent 2010 Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)  
ABC Motel – Company letterhead receipt – Name of Contact Person not required  
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

**Date of Receipt: September 1, 2010**

**Name of Establishment:** ABC Motels and Lodging (Company letterhead/Registered)  
B&B or Relative (non-registered) – Contact Name – Tom Jones

**Full Address of Establishment:** 111 Any Street, Anywhere, Canada  
**Phone Number:** (999)-222-1234

**Employee's Full Name:** John Smith

**Reason for Cost (including date(s)):** One night accommodation on August 31, 2010

**Total Amount Paid:** \$00.00

### **LETTER #3**

**Letter of Understanding  
by and between  
The Boilermaker Contractors' Association  
(the "Association")  
and  
The International Brotherhood of Boilermakers, Local 146  
(hereinafter referred to as the "Union")**

**Re: Referral for Case Managed Aftercare**

**Whereas:**

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model").

The Union acknowledges that the contractor to whom the individual would have been dispatched will refer the individual for assessment following contravention of Article 3.0 of the Canadian Model for any site access testing that may be required in accordance with Article 4.7 of the Canadian Model but agrees and understands that such referral does not make the individual an employee of the contractor for the purposes of the collective agreement between the Association and the Union.

Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering into a post assessment agreement and supporting compliance with prescribed aftercare.

A member who has violated the Canadian Model or tested non-negative on a site access A&D test must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the parties. Third party professionals are positioned to offer a higher level of:

- (a) confidentiality
- (b) consistency, and
- (c) expertise

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

- 1) Substance abuse expert recommendations arising from Employer administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Homewood Health Inc. (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any collective agreement to which the Union and the Association are signatory. Substance abuse expert recommendations shall be shared with an Employer only if they are in respect to a current employee, who has contravened Article 3 of the Canadian Model, while in the employ of that Employer.
- 2) Service providers including Homewood Health Inc. will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) The Union will not knowingly dispatch an individual who has violated Article 3 of the Canadian Model or tested non-negative on a site access test until the individual has been assessed and has agreed to follow any treatment recommendations made by the third party provider.
- 5) When an individual is referred for assessment by a substance abuse expert, Homewood Health Inc. shall promptly disclose the referral to the Union in order to ensure that the individual does not obtain a new dispatch before being assessed.
- 6) This Letter of Understanding shall be attached to and form part of and the maintenance agreement between the parties and its duration will mirror that of the agreement.

All of which is agreed this 17<sup>th</sup> day of August, 2020:

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE  
Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE  
Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE \_\_\_\_\_

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

SIGNATURE ON FILE \_\_\_\_\_

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

**LETTER #4**

**Letter of Understanding  
by and between  
Boilermaker Contractors' Association of Alberta  
(the "Association")  
and  
International Brotherhood of Boilermakers Local Lodge 146  
(the "Union")**

**Re: Rapid Site Access Program**

Whereas:

- A. The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- B. Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "*Canadian Model*"), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- C. Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards, and storage of personal information.
- D. Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- E. Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- F. In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable, and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found that oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- G. Several Arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the

subject of challenge. Accordingly, at the time of signing this Agreement, the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**Now therefore, it is Agreed** between the Parties hereto that:

1. Subject to (2) and (3) below, the Parties support the implementation of the Rapid Site Access Program and the Union and the Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
2. The Union's agreement in (1) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law, the Union agrees urine based testing shall apply.
3. Subject to (2) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt-out of agreeing to said amendment by giving notice in writing to the Registered Employers' Organization and the Rapid Site Administrative Committee.
4. For Industrial work, the Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. Rapid Site Access Program contributions shall be forwarded to the Association, at an address provided by the Association. These contributions shall be used by the Boilermaker Contractors' Association to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
5. This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

**All of which is agreed to this 17<sup>TH</sup> day of August, 2020:**

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association



## **LETTER #5**

### LETTER OF UNDERSTANDING

By and Between

**The Boilermaker Contractors' Association of Alberta**  
(hereinafter referred to as the "BCA")  
and

**International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers - Local Lodge 146**  
(hereinafter referred to as the "Union")

#### **Re: Continuing Case Managed Aftercare**

**Whereas** individuals who have had a violation of the *Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rule* (the "*Canadian Model*") may be required to attend post assessment counselling (PAC) and submit to follow up testing over a prescribed period of time as part of their substance abuse expert (SAE) recommendations and return to work agreement; and

**Whereas** PAC and follow up testing are put on hiatus when an individual not employed with an RSAP Participating Contractor or not employed thereby extending the time that an individual remains in case managed aftercare beyond the prescribed period of time in the SAE recommendations; and

**Whereas** successful completion of the SAE recommendations during the prescribed period of time provides for the best opportunity of success for the individual to return to work and sustain continued employment in a safety sensitive environment;

**Now therefore, it is Agreed** between the Parties hereto that:

- 1) Individuals who are in case managed aftercare for a violation of the *Canadian Model* and who are not working for a Participating RSAP Contractor or employed under the collective agreement between the parties listed above and are not eligible for funding under the Boilermaker Contractors of Alberta Employee Assistance Program ("BCABEAP") eligibility criteria, shall be permitted the option to participate in continuing their case managed aftercare. The Union and the individual must state their agreement to participate in continuing case managed aftercare in writing. This written agreement will allow the required case managed aftercare to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the individual is not working for an RSAP Participating Contractor or employed under the collective agreement between the parties listed above; is not eligible for funding with BCABEAP; and has selected this option in writing, the individual will be responsible for all associated costs of case managed aftercare as per the case management eligibility criteria established. The associated costs may include the substance abuse assessment, post assessment counselling, return to work testing, follow-up testing and case management services provided by the third party case administrator and administrative costs.
- 3) Where the Union and the individual have agreed in writing to participate in continuing case managed aftercare including offsite testing and where the

individual has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off-site follow up test, the individual's status will be classified as inactive. The individual, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the 3<sup>rd</sup> party case administrator. The individual will be required to self-fund all associated costs (as listed in 2) above) and comply with the recommendations as reported in the SAE Report to be classified as active.

- 4) This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

**Date: August 17, 2020**

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

**LETTER #6**

**LETTER OF UNDERSTANDING**

**By and Between**

**The Boilermaker Contractors' Association of Alberta**

*(hereinafter referred to as the "BCA")*

**and**

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,**

**Forgers and Helpers-Local Lodge 146**

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

Now therefore, it is agreed between the Parties hereto that:

1. The Canadian Model For Providing A Safe Workplace, Version 6.0 in its original format as of July 1, 2018 shall be incorporated into and for part of the collective agreement; except that Articles 2.2(d) and 4.2.2(c) are interpreted as follows:
  - a. Article 2.2 (d) shall be interpreted so that the term "Industry Stakeholder" shall include and incorporate the bargaining agent or labour provider to which employees belongs.
  - b. 4.2.2 (c) –The words "Inform a co-worker, a supervisor or a representative of the company to which the employee may belong, of their wish to contact a person responsible for the administration of an EAP" shall be interpreted to be "Inform a co-worker, a bargaining agent, a labour provider, a supervisor, a representative of the company to which the employee may belong, of their wish to contact a person responsible for the administration of an EAP".

This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

Date: August 17, 2020

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

**LETTER #7**

**LETTER OF UNDERSTANDING**

**By and Between**

**The Boilermaker Contractors' Association of Alberta**  
*(hereinafter referred to as the "BCA")*

and

**International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers – Local Lodge 146**  
*(hereinafter referred to as the "Union")*

Re: Hours for Calculation of Remittances

The parties agree as follows:

1. The Union agrees to buy back hours earned for various funds (except Health and Welfare) contained within the wage schedule portion of the collective agreement in the amount of \$1.10 to be taken off of the base wage rate.
2. The parties agree that the Employers will remit payments for BCABEAP and RSAP on the basis of hours worked.
3. The parties agree that the Employers will remit payments for all funds in accordance with article 22.01 and will be made on the basis of hours earned by members.
4. The employer agrees to separately cover costs associated with hours earned for the Health and Welfare fund without further contribution from the Union.
5. Both parties agree to adjust the appropriate wage and benefits schedule accordingly as set out in the attached Wage and Benefit Schedule and will refer to footnotes A and B (IBB/BCA Alberta Maintenance Agreement) to describe the basis for payment of funds.
6. The employers will remit the former NMA admin fund and redistribute five cents (0.05) to the Education Training Trust Fund and five cents (0.05) to the Apprenticeship Training Trust Fund.
7. This letter will take effect upon the signing of this Collective Agreement and last for the duration of the agreement, including for any time during which the collective agreement is bridged by operation of law during collective bargaining.

Date: August 17, 2020

**Signed on behalf of the:  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers**

SIGNATURE ON FILE

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers Local 146

SIGNATURE ON FILE

Arnie Stadnick  
International Vice President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

**Signed of behalf of the:  
Boilermaker Contractors'  
Association**

SIGNATURE ON FILE

Marty Albright  
Director of Labour Relations  
Boilermaker Contractors' Association

SIGNATURE ON FILE

John Aitken  
Chair, Board of Directors  
Boilermaker Contractors' Association

## **APPENDIX A**

### **HOURS OF WORK PROVISIONS**

#### **SUNCOR REFINERY EDMONTON, ALBERTA**

##### **1) COMPRESSED WORK WEEK ARRANGEMENTS**

- a) The parties to this Agreement agree that the maximum of nine (9) hours shall constitute a normal days work beginning at 7:30 a.m. and ending at 5:00 p.m. (excluding a one-half hour (1/2) lunch break) may be utilized if restricted to Long Term Base Crew Employees. With the understanding that this work schedule is utilized to compensate the Employees for hours lost during the twenty-six (26) yearly earned days off (EDO's), in keeping with the terms of the Maintenance Contract with Suncor, Edmonton Refinery, the maximum normal work week shall be forty-five (45) hours beginning Monday at 7:30 a.m. and ending Friday at 5:00 p.m. Of the twenty-six (26) EDO's, eighteen (18) will be scheduled by Suncor and the remaining eight (8) will be designated as flex EDO's to be taken as mutually agreed between the employee and the supervisor.

It is understood that when an employee is hired with the intentions of an employment term of more than a six (6) week period, that employee will be automatically on the aforementioned Compressed Work Week arrangements and be considered as a Long Term Base Crew Employee.

Should an employee be terminated prior to working six (6) weeks, an adjustment shall be made in accordance with the terms of Clause b).

- b) It is understood that when employees are hired with the intentions of short-term employment (defined as less than six (6) weeks from the date of hire) that they will be paid in the following manner. During this six (6) week period, employees will be paid time and one-half (1 1/2) for the ninth (9th) hour.

Should the employee be employed onsite after six (6) weeks on the job, that employee will then be considered part of the Long Term Crew and paid in accordance with the Compressed Work Week payment terms (except as outlined in item (e) below).

- c) Overtime payments for work on the scheduled eighteen (18) days off will be at time and one half (1 1/2) for the first twelve (12) hours and double-time (2) paid

thereafter. Double-time (2) will be paid for all hours worked on Sundays and Statutory Holidays. If an employee is asked to work their scheduled flex day off without being given forty- eight (48) hours notice, then the employee will be paid overtime at time and one half (1 ½) for up to twelve (12) hours except on Sundays and Statutory Holidays where double-time (2) will be paid for all hours worked. Once scheduled, requests for employees to work on flex days will only be made a last resort, after all reasonable options are made to find alternate arrangements.

If a long term employee is terminated without having a flex EDO within the previous six (6) weeks, then an adjustment will be made to pay any regular hours worked in excess of two hundred and forty (240) hours over the previous six (6) weeks at the applicable overtime rate.

- d) The employee will provide a minimum of seven (7) days notice when requesting flex. EDO's. Special circumstances will be considered by the supervisor wherein a shorter notice period may be allowed. It is understood that: the onus is on the employee to request the flex EDO's; that these EDO's are over and above the minimum vacation and statutory holiday required by law, and that overtime payment will not be made for flex days not taken by the employee with the exception of those circumstances outlined in items b) and c) above
- e) During a period of Plant Shutdown, all employees hired with the intentions of short- term employment shall be paid based on five (5) eight (8) hour days Monday to Friday or four (4) ten (10) hour days Monday to Thursday and or Tuesday to Friday. Those hired for the Plant Shutdown will continue to receive compensation under the terms of short term employment until the conclusion of the work even if they are on site longer than six (6) weeks. All Long Term Base Crew employees shall remain on the compensation terms of the Compressed Work Week arrangements where applicable overtime payments will be made for work on a scheduled day off as per Clause c).



## **APPENDIX B**

### **APPROVED WORKSITES FOR THE 9/80 SCHEDULE**

- ☐ Shell Scotford, Ft. Saskatchewan, Alberta
- ☐ Nutrien Redwater Fertilizer, Redwater, Alberta

(See overtime provisions below for the 9/80 Schedule)

## 9/80 WORK SCHEDULE

This work week averages to forty (40) hours straight time over a two-week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in “major shutdown” situations.

**1) Work week and overtime arrangements will be as follows:**

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a day off.

**2) Overtime on the altered work week schedule will be paid as follows:**

**Week 1** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Time and one half (1 ½) will be paid for the first (4) hours worked before or after the regular eight (8) hour days. Double-time will be paid thereafter.

**Week 2** Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Double-time will be paid thereafter.

Time and one half (1 ½) will be paid for the first twelve (12) hours worked on the earned Friday off. Double-time will be paid thereafter.

Double-time will be paid on Sundays and Statutory Holidays for all hours worked

In chart form for clarity:

	WEEK 1							WEEK 2						
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Reg Hours	9	9	9	9	8			9	9	9	9			
Days Off						Off	Off					Off	Off	Off
O/Time Payt's	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	4 hrs 1 ½	12 hrs 1 ½	DT	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½	DT

- 3) It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal and break pursuant to the overtime meal articles in the agreement.

## **APPENDIX C**

### **IOL STRATHCONA – WORK WEEK ALTERATION**

1. Those employees working long-term maintenance at the Imperial Oil Strathcona site will work eight and one half (8.5) hours at straight time Monday to Friday. The extra half (.5) hour worked each Monday to Friday is designed to compensate the worker for the sixteen (16) scheduled EDO's.
2. All additional hours after the eight and one half (8.5) will be performed at the regular overtime provisions as indicated in the Maintenance Agreement.
3. It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal break pursuant to the overtime meal articles in this agreement.
4. Overtime payments for work on the sixteen (16) scheduled EDO's will be at time and one half (1½) for the first twelve (12) hours worked. Double-time (2) will be paid thereafter. Double-time will also be paid for all hours worked on Sunday and Statutory Holidays.
5. This schedule has been implemented to allow for the harmonization between the client's operational personnel and the long-term maintenance workers supplied by the Employer.
6. The work week alteration also ensures that those working long-term maintenance are compensated for the sixteen (16) EDO's.

## **APPENDIX D – SIGNATORY EMPLOYERS**

The following listed Employers are signatory to the BCA and IBB Local 146 Maintenance Agreement.

The list may be amended from time to time as maintenance work is awarded by the Owners and Employers are signed to the Adherence Agreement.

*Once the agreement is finalized and signed, the BCA will send out a Participation Agreement form to be filled out for member contractors to become signatory to the BCA and IBB Local 146 Maintenance Agreement. The BCA will populate this page and we will update the BCA website version as new contractors sign-on.*

## **ADDRESSES**

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

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

**MAINTENANCE AGREEMENT  
WAGE AND BENEFIT SCHEDULE (EFFECTIVE - SEPTEMBER 6, 2020)**

FORT MCMURRAY - MAINTENANCE												Employer Contributions (Outside the Total Wage Package)							
	Effective Date	Hourly Wage Rate	Vacation Pay 6%	Statutory Holiday Pay 4%	(A) Health & Welfare	(A) Pension	(A) Union Promotion	(A) Educational Training (3)	(A) Apprenticeship	(A) National Training (3)	(A) Total Wage Package	(B) BCABEAP	(A) National Training (3)	(B) RSAP	(A) Administration (4)	(B) Workforce Development Trust (5)	Total Cost	(B) Workforce Development Trust (5)	
Classification																			
General Foreperson (1)	Sept. 6, 2020	52.31	3.14	2.09	3.45	6.00	0.15	0.60	0.15	0.27	68.16	0.04	0.04	0.12	0.25	-	68.61	0.01	
Foreperson (1)	Sept. 6, 2020	50.31	3.02	2.01	3.45	6.00	0.15	0.60	0.15	0.27	65.96	0.04	0.04	0.12	0.25	-	66.41	0.01	
Assistant Foreperson	Sept. 6, 2020	47.96	2.88	1.92	3.45	6.00	0.15	0.60	0.15	0.27	63.38	0.04	0.04	0.12	0.25	-	63.83	0.01	
Journeyperson	Sept. 6, 2020	44.81	2.69	1.79	3.45	6.00	0.15	0.60	0.15	0.27	59.91	0.04	0.04	0.12	0.25	-	60.36	0.01	
3rd Year Apprentice	Sept. 6, 2020	40.33	2.42	1.61	3.45	6.00	0.15	0.60	0.15	0.27	54.98	0.04	0.04	0.12	0.25	-	55.43	0.01	
2nd Year Apprentice	Sept. 6, 2020	33.61	2.02	1.34	3.45	6.00	0.15	0.60	0.15	0.27	47.59	0.04	0.04	0.12	0.25	-	48.04	0.01	
1st Year Apprentice	Sept. 6, 2020	26.89	1.61	1.08	3.45	6.00	0.15	0.60	0.15	0.27	40.20	0.04	0.04	0.12	0.25	-	40.65	0.01	
Helper	Sept. 6, 2020	33.61	2.02	1.34	3.45	6.00	0.15	0.60	0.15	0.27	47.59	0.04	0.04	0.12	0.25	-	48.04	0.01	

OUTSIDE FORT MCMURRAY - MAINTENANCE			Employer Contributions (Outside the Total Wage Package)																
					(A)	(A)	(A)	(A)	(A)	(A)		(B)	(A)	(B)	(A)	(B)		(B)	
Classification	Effective Date	Hourly Wage Rate	Vacation Pay 6%	Statutory Holiday Pay 4%	Health & Welfare	Pension	Union Promotion	Educational Training (2)	Apprenticeship	National Training (3)	Total Wage Package	BCABEAP	National Training (3)	RSAP	Administration (4)	Workforce Development Trust (5)	Total Cost	Workforce Development Trust (5)	
General Foreperson (1)	Sept. 6, 2020	51.56	3.09	2.06	3.45	6.00	0.15	0.60	0.15	0.27	67.33	0.04	0.04	0.12	0.25	-	67.78	0.01	
Foreperson (1)	Sept. 6, 2020	49.56	2.97	1.98	3.45	6.00	0.15	0.60	0.15	0.27	65.13	0.04	0.04	0.12	0.25	-	65.58	0.01	
Assistant Foreperson	Sept. 6, 2020	47.21	2.83	1.89	3.45	6.00	0.15	0.60	0.15	0.27	62.55	0.04	0.04	0.12	0.25	-	63.00	0.01	
Journeyman	Sept. 6, 2020	44.06	2.64	1.76	3.45	6.00	0.15	0.60	0.15	0.27	59.08	0.04	0.04	0.12	0.25	-	59.53	0.01	
3rd Year Apprentice	Sept. 6, 2020	39.65	2.38	1.59	3.45	6.00	0.15	0.60	0.15	0.27	54.24	0.04	0.04	0.12	0.25	-	54.69	0.01	
2nd Year Apprentice	Sept. 6, 2020	33.05	1.98	1.32	3.45	6.00	0.15	0.60	0.15	0.27	46.97	0.04	0.04	0.12	0.25	-	47.42	0.01	
1st Year Apprentice	Sept. 6, 2020	26.44	1.59	1.06	3.45	6.00	0.15	0.60	0.15	0.27	39.71	0.04	0.04	0.12	0.25	-	40.16	0.01	
Helper	Sept. 6, 2020	33.05	1.98	1.32	3.45	6.00	0.15	0.60	0.15	0.27	46.97	0.04	0.04	0.12	0.25	-	47.42	0.01	

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

**MAINTENANCE AGREEMENT  
WAGE AND BENEFIT SCHEDULE (EFFECTIVE - SEPTEMBER 6, 2020)**

Effective Date	Sept. 6, 2020
Hours of Work	(See Article 11.01)
<b>Shift Operations</b>	
Two Shift Opertn.	
2nd Shift	\$ 3.50
3rd Shift	\$ 3.50
Overtime	(See Article 13.00)
Transportation Rate	\$ 0.52
Subsistence	(See Article 16.01)  As per approved provincial rates

<b>Summary of Contributions contained in National Training (NTTF)</b>	
National Training (NTTF)	\$0.10*
(*\$0.04 of the above \$0.10 National Training (NTTF) total is outside the Total Wage Package as to not skew the relativity with other Alberta trades.)	
<b>IBB/Union Funds</b>	
National Organizing	\$0.04
Health & Safety	\$0.10
Union Promotion	\$0.03
National Marketing	\$0.04

**FOOTNOTES:**

- (1) Effective September 6, 2020, the employers will cease to remit the former NMA admin fund and redistribute that amount as five cents (0.05) to the Education Training Trust Fund and five cents (0.05) to the Apprenticeship Training Trust Fund.
- (2) Effective May 6, 2012, General Foreperson & Foreperson who hold the Industrial Construction Crew Supervisor (ICCS) designation will be paid an additional premium of \$1.00 (\$1.50 effective May 2017).
- (3) The Area Labour Agreement was enabled effective January 1, 2017 to include a \$0.05 per hour contribution to the Educational Training for the Job Ready Dispatch Program.
- (4) See above for breakdown of National Training.
- (5) The Employer will contribute \$0.05 per hour paid to the BCA to provide for a Resource Manager/Workforce Planning. Effective May 6, 2012, this \$0.05 from the Employer will be suspended until further notice.
- (6) Effective May 3, 2015, the Employer will contribute \$0.02 per hour worked to the Workforce Development Trust (WDT) Initiatives until such time as the wage adjustment formula results in a wage increase or as agreed to by the Alberta Employer's Coordinating Committee. Thereafter, \$0.01 per hour worked will be remitted on behalf of the Employer and \$0.01 per hour worked will be remitted on behalf of the employee. Effective May 3, 2015, the BCA of Alberta has contributed \$0.02/hour worked to the WDT on behalf of the Employers. Effective November 4, 2018, as a result of the wage increase, \$0.01 has been deducted from the increase and will be remitted on behalf of the Employee for the Workforce Development Trust (per hour worked). The remaining \$0.01/hour worked contribution will continue to be made by the BCA of Alberta to the WDT until further notice.