



**ALBERTA  
EXCHANGER**  
LTD.



# Articles of Agreement

between

**Alberta Exchanger LTD.**

(Hereinafter referred to as the Employer)

and the

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

**Local Lodge 146**

(Hereinafter referred to as the "Union")

**Effective: August 15, 2021 – August 14, 2023**

This Collective Agreement, governing wages and working conditions in the Employer's Fabrication Shop shall govern the relations between the Union and the Employer.

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

- Section 1      The Employer recognizes the Union as a sole bargaining agent for all of their production and maintenance Employees in the performance of all fabrication and repair work in the Employer's shop. Provided, however, that the Employer is free to conduct research or development of new products or to install and test new equipment. Provided, however, that bargaining unit Employees are trained and operate this new equipment.
  
- Section 2      The Union agrees to cooperate with and assist the Employer in every legitimate way the Employer to conduct a successful business, bearing in mind that both parties must give service to their Customers.
  
- Section 3      This Collective Agreement shall cover all hourly paid Employees as listed under Article 9 - "WAGES".
  
- Section 4      All references to days or hours as time periods are to be considered as working days or working hours unless a contrary intention is expressed.

**ARTICLE 2      MANAGEMENT**

- Section 1      It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The number of Employees required for any classification or operation, the location of jobs, the choice of equipment, the schedules of manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the Employer. The Employer agrees to be fair and reasonable in the interpretation and application of the Collective Agreement.
  
- Section 2      The Employer has the right to make and alter rules and regulations to be observed by the Employees, provided that they are not inconsistent with this Collective Agreement. The Employer shall furnish the Employee with updated copies of all policies, rules and regulations.
  
- Section 3      It is an exclusive function of the Employer to hire, promote, demote, transfer, assign work, train, suspend, discipline or discharge for cause, Employees in the bargaining unit subject to provisions of this Collective Agreement. It is agreed by the parties to this Collective Agreement that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.
  
- Section 4      A bulletin board for the benefit of the Shop Employees shall be provided in the lunchroom. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.

Section 5 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

Section 6 The Employer shall have the right to Name Hire up to six (6) Journeypersons from the Union on an annual basis. In no case shall this number be exceeded unless mutually agreed to by the Employer and the Union.

**ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES**

Section 1 The Employee must accept reasonable responsibility for the tools furnished by the Employer and must report the loss or damage of any of these tools immediately to his supervisor. The Employer may require an Employee to replace lost, stolen, or damaged tools.

Section 2 An Employee found deliberately misusing Employer tools, equipment or property, may be subject to discipline which may include dismissal. This will include, through negligence, the non-use of safety attachments on tools. Adequate safety protection is to be provided by the Employer for all tools and equipment.

Responsibility for normal wear and tear of tools, equipment or property supplied by the Employer is accepted by the Employer on return of broken or worn tools, equipment or property.

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

Section 4 Employees shall, as early as possible, upon recognition of an injury or illness, report all work related injuries/illnesses to their Supervisor. Injured or ill Employees shall provide all reasonable cooperation and assistance in the preparation and management of their claims (i.e. attendance, returning calls, keep appointments, etc.) All Employees shall provide reasonable cooperation and assistance in any incident investigation.

Section 5 Unless otherwise pre-agreed with the immediate Supervisor, it is the duty of every Employee to be available for the full duration of every regularly scheduled shift. An Employee who will not be at work due to illness or other reasons must notify their Supervisor prior to the start of the shift. For absences for three (3) or more days due to illness, the Employer may request the Employee to provide a note from an authorized medical provider, in such cases the Employer will pay for the cost of the note, statement or forms up to a maximum for eighty dollars (\$80.00), with receipt. Any Employee that cannot complete their shift must notify their Supervisor.

**ARTICLE 4 UNION SECURITY**

- Section 1 The Employer agrees to employ only Members in good standing with the Union, who will at all times assist the Employer to secure competent Shop Boilermakers and Helpers. Should the Union find it impossible to secure the necessary Boilermakers and Helpers, within forty-eight (48) hours, the Employer may hire such Boilermakers and Helpers as are available, with the understanding that the new Employee will apply to become a Member of the Union upon the completion of ninety (90) days of employment. The Employer will assist in assuring that the new Employee will become a Member of the Union. The Employer shall deduct, in accordance with the Labour Relations Code, the amount of dues or levies as may be authorized by the Employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary Treasurer of Local 146 before the fifteenth (15th) day of the month.
- Section 2 All new Employees must report to the Union Office and sign Application for Membership and Checkoff Dues before going to work. The new Employee shall present their dispatch slip to the Shop Steward.
- Section 3 When any shop Employees are required to work on any Boilermaker, Field, or Maintenance Work, they shall be paid their wages and conditions according to the Boilermakers' Construction or Maintenance Agreements in effect at that time.

**ARTICLE 5 HOURS OF WORK**

- Section 1 Eight (8) hours per day shall constitute a regular day's work. Forty (40) hours per week, Monday through Friday inclusive, shall constitute a regular week's work. The foregoing shall not be interpreted as a guarantee to provide work to any Employee for regularly assigned hours or any other hours.

- OR-

The majority of the bargaining unit Employees of this bargaining unit or the Bargaining Agent and the Employer may establish a compressed work week in which case ten (10) hours per day shall constitute a regular day's work. Forty (40) hours per week shall constitute a regular week's work, Monday to Thursday inclusive or Tuesday to Friday inclusive.

- Section 2 The normal hours of work shall be between 7:30 a.m. and 4:00 p.m.

Section 3 The majority of the bargaining unit Employees of this bargaining unit or the Bargaining Agent, and the Employer may change the foregoing starting time by one (1) hour either way. The Union and the Shop Steward shall be notified in writing of a change in the starting time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted to reflect the new starting time.

Section 4 Employees shall be entitled to two (2), ten (10) minute coffee breaks in an eight (8) hour shift.

- OR -

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

Section 5 When an Employee is required to take training, such training shall be given during normal work hours. Should the Employee be required to take such training after the normal hours of work the employee shall receive the applicable overtime rate. Training that is optional (not a condition of employment) shall not be subject to the above.

## **ARTICLE 6 SHIFT WORK**

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

The evening or night shift shall work seven and a half (7.5) hours for eight (8) hours pay. The evening shift may overlap with the afternoon shift up to one-half (1/2) hour.

Section 2 All Employees shall accept work other than day shift when requested by the Employer.

Section 3 Employees will be given a minimum of two (2) working days notice, exclusive of Saturday and Sunday, prior to any change in their shift except in cases of emergency or work force realignments necessary because of employee absenteeism. The Employer reserves the right of placement of personnel on various shifts. Shifts shall rotate with two (2) weeks on each shift unless the Employee was hired for a specific shift.

Section 4 Employees will be paid a minimum of four (4) hours at the applicable rate if they show up and are unable to work due to circumstances beyond their control for the first shift. Subsequent shifts will not receive the four (4) hours show up pay if they have received a minimum of six (6) hours notice prior to the commencement of their shift. If this occurs more than twice in any one week, then the Employee shall, at their option, be entitled to a layoff.

Section 5 The shift premium shall be paid on all hours worked. The shift premium shall not be compounded on overtime hours worked.

**ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

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

Section 2 All hours beyond eight (8) hours per shift or forty (40) hours of work per week (except for a ten (10) hour per day, four (4) days per week schedule) is overtime. The first four (4) hours of overtime Monday to Friday shall be at one and one half (1.5) times the regular rate of pay. The first twelve (12) hours of work on Saturday and Sunday shall be at one and one half (1.5) times the regular rate of pay. Overtime hours worked after twelve (12) hours shall be paid at two (2) times the regular rate.

Section 3 It is the Employer's right to schedule overtime. Such request to work overtime shall not be unreasonably refused.

The Employer shall ensure emergency work and scheduled overtime is distributed on an equitable basis, giving due consideration to skill and classifications.

Section 4 When an Employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of their regular shift, a hot meal shall be provided immediately after the conclusion of the two (2) hour time period and every four (4) hours thereafter, with twenty (20) minutes at one and one half (1.5) times to consume the meal. In lieu of the hot meal, a twenty-five dollar (\$25.00) allowance may be paid at the option of the majority of Employees working the overtime. unscheduled overtime shall be defined for the purposes of this section as being overtime of which the Employee receives no notice thereof until the last regularly scheduled shift which the overtime follows. When the Employee is working scheduled overtime of more than two (2) hours, they shall provide their own second meal and be given twenty (20) minutes at one and one half (1.5) times to consume the meal at the end of the first two (2) hours of overtime.

Section 5 The period of time recognized as a General Holiday is the twenty-four (24) hour period beginning at the start of the regular day shift (7:00 a.m.) on the day which is recognized as the Holiday.

Section 6 Where a General Holiday occurs during a 5 x 8 work week, the maximum of thirty-two (32) hours per week shall form the basis of maximum straight time rate, or during a 4 x 10 work week, the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

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

Section 7 General Holiday pay is to be calculated and paid each pay period at five percent (5%) of gross earnings.

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

Section 9 The day before Christmas Day (Christmas Eve 24<sup>th</sup>) and the day before New Year's Day (New Year's Eve 31<sup>st</sup>), shall be a day off without pay and may be worked by mutual consent.

Section 10 When a General Holiday falls on a Saturday, Sunday or recognized day off, the Holiday shall be observed on either the workday prior to the General Holiday or the first workday following the General Holiday.

If the General Holiday is worked, the day will be paid at time and a half.

**ARTICLE 8 VACATIONS**

Section 1 Vacation pay is to be calculated and paid each pay period or at the time of vacation as per the following schedule:

Length of Continuous Employment	% of Regular Pay	Vacation Time	
		5X8 Schedule	4X10 Schedule
0 - 12 months	4%	10 regular workdays	8 regular workdays
13 - 60 months	6%	15 regular workdays	12 regular workdays
61 - 120 months	8%	15 regular workdays	12 regular workdays
121 - 180 months	10%	20 regular workdays	16 regular workdays
181 – longer months	10%	25 regular workdays	20 regular workdays

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

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



**ARTICLE 9            WAGES**

Section 1            Wages as set out in the Addendum I shall remain in effect from the date of ratification.  
The wage classifications as shown in Addendum I are identical to the seniority classifications referenced in other sections of this Collective Agreement.

**ARTICLE 10           BEREAVEMENT LEAVE**

Section 1            Three (3) days off with pay for the death of a member of the immediate family, which includes: mother, father, sister, brother, step-mother, step- father, daughter, son, wife, husband, mother-in-law, father-in-law and common-law spouse.

**ARTICLE 11           HEALTH AND WELFARE BENEFITS**

Section 1            The Employer is a member of the Edmonton Pressure Vessel Employer Organization (EPVEO). The Employer will provide a benefit plan as set out in Addendum III. These benefits will continue throughout the duration of this Collective Agreement as negotiated between the Union and the Edmonton Pressure Vessel Employer Organization (EPVEO). The Employees shall bear no cost of this benefit for the duration of this Collective Agreement.

Section 2            All Employees and their dependents shall be fully covered by the benefits set forth herein beginning the first day of the month following the completion of sixty (60) days of employment with the Employer. Participation is mandatory.

Section 3            Employees transferring from one employer to another within the EPVEO group benefit program shall serve a thirty (30) calendar day probation period.

Section 4            Benefit premiums for leave-of-absence exceeding one (1) month:  
  
- For leaves exceeding one (1) month, the Employer will stop paying the Employee's benefit premiums and the Employee's benefits will be suspended.  
  
- If the Employee is on Short Term Disability, Long Term Disability or Worker's Compensation, the Employer will continue to pay the premiums.

Section 5

**EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall contribute on behalf of each Employee to the Boilermaker Contractors' of Alberta Employee Assistance Program (B.C.A.B.E.A.P.) each month no more than two cents (\$0.02) per hour worked after completion of ninety (90) calendar days of employment. The service is offered through Boilermaker Contractors' Association of Alberta. Through the program, confidential counselling services are available to Employees twenty-four hours per day, seven days per week related to family, marriage, relationships, addiction, anxiety, stress, depression, life changes and bereavement.

Section 6

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

Section 7

Formed ear protection will be provided by the Employer, for each Employee who has completed ninety (90) days of employment, subject to the following payment arrangement. Payment of all original and replacement formed ear protection shall be shared as follows: 75% Employer and 25% Employee.

A maximum of two (2) pairs per year will be provided as part of this payment arrangement. Any additional replacements will be paid for in full by the Employee.

**ARTICLE 12**

**BOILERMAKERS' NATIONAL PENSION PLAN**

Section 1

The Employer shall contribute at the rate stipulated in Addendum I, for each hour worked to the Boilermakers' National Pension Fund (Canada). Employees will qualify for contributions after completion of sixty (60) calendar days of employment.

The Boilermakers' National Pension Fund (Canada) is to be administered by a Board of Trustees having equal representation from a number of Employer representatives and Union representatives.

Section 2

The current month's contributions shall be remitted by the twentieth (20<sup>th</sup>) of the following month and must be accompanied by a report showing each Employee's name, social insurance number, hours worked and the amount of the contribution.

## **ARTICLE 13 WORK CLASSIFICATIONS**

### **Section 1 WELDERS, FITTERS, AND BURNERS**

Welders, Fitters and Burners shall perform work within the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of the International Constitution, Article 11.

The Employer recognizes the need to assign the proper skill classification considering safety, government regulations and the quality of work and will follow this principle in scheduling the work crews.

The Union recognizes also that the fabrication, servicing and repair of heat exchangers and pressure vessels in a shop environment requires that the Employees assist one another across classification lines in the daily scheduled work to provide flexibility and hence create the optimum productivity and minimize delays.

### **Section 2 APPRENTICES**

(a) Apprentices shall perform work as in Article 11 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of the International Constitution. An Apprentice will be given ample opportunity to cover all sections of his trade. The ratio of Apprentices shall be one (1) to three (3) Journeymen. The same ratio to apply when lay-offs occur. It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/Secretary Treasurer or Business Representative to reach a mutually acceptable solution.

(b) The Employer agrees to pay indentured Apprentices an amount which, when added to the weekly government grant, will amount to ninety percent (90%) of their base pay calculated at their straight time hourly rate multiplied by forty (40) hours, while attending technical school.

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

(c) Fifty percent (50%) of the tuition verified by presentation of legitimate receipts for apprenticeship training shall be reimbursed by the Employer if the Apprentice achieves a grade of eighty-five percent (85%) or more on their apprenticeship course.

(d) The Employee must have been signed with the Apprenticeship Board through the Employer at the time of attending technical school.

Section 3      **HELPERS, PRODUCTION WORKERS AND MATERIAL HANDLERS**

Helpers, Production Workers and Material Handlers shall perform work such as power brush operation, power grinding, cleaning, pushing tubes, sorting tubes, rolling tubes, bundle assembly, grinding shells, pigging shells, hydro testing, helping in machine shop, logging tube holes, assisting Welders or Fitters in the performance of work referred to in Article 11 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of the International Constitution and such other work as is generally recognized as Production Workers, Helpers and Material Handlers work.

Section 4      **STUDENTS**

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

Section 5      **BEGINNERS**

Notwithstanding Article 4, Section 1, the Beginners classification shall apply to those Employees that have no work experience in the industry and whose intent it is to enter into the apprenticeship program. Upon completion of six (6) months, the Employer will offer the individual an apprenticeship. The Employer has the right to hire such individuals as are available to him providing the Union has no unemployed first year Apprentices with shop experience.

**ARTICLE 14      WORKING CONDITIONS**

Section 1      A change and lunch room shall be provided. Location of these facilities is at the discretion of management. The Employer is responsible for the destruction by fire on the Employer's premises of personal effects owned by the Employee to a maximum of two hundred dollars (\$200.00). These facilities shall meet environmental standards.

Section 2      The Employer shall provide rules and safety equipment information and maintain an Environment, Health and Safety (EHS) program, in compliance with Occupational, Health and Safety (OHS) regulations which includes Safety Rules, Policies, Procedures and Practices. The Employer will ensure all Employees have access to and are familiar with and adhere to this Environment, Health and Safety (EHS) Program.

Section 3      If an Employee meets with an incident or near miss during working hours, they shall report the incident or near miss to their Supervisor and/or EHS Coordinator and follow their instructions to seek medical attention if necessary. Should a licensed Physician deem the Employee unfit to continue their shift, they shall receive full pay for the shift provided that the licensed Physician Report is given to the Employer as soon as possible.

- Section 4 The Employer shall provide coveralls and gloves on an exchange basis.
- Section 5 When practical, spray painting shall be conducted at the best place, time and location that causes the least hazard to the Employees.
- Section 6 The Employer, where practical, shall provide plug-ins for all regular Employees. Where it is not practical to provide plug-ins, a boosting service will be made available.
- Section 7 Employees shall be allowed a five (5) minute personal clean-up time prior to the end of their shift.

**ARTICLE 15 WELDING TESTS**

- Section 1 A Welder who has served his apprenticeship with the Employer, upon taking their initial "B" Pressure Test shall receive six (6) hours regular pay for taking their test. If the Employee works for the Employer less than thirty (30) calendar days after receiving six (6) hours regular pay for their initial "B" test, he shall have deducted from their final pay an amount equal to six (6) hours pay at their regular rate.
- Section 2 Any "B" Pressure Welder that is new to the Employer shall, upon successful completion of a qualification test, be paid for the test time to a maximum of four (4) hours pay at their regular rate after he has worked for two (2) weeks or completed the minimum requirement on their dispatch slip – whichever is the least.

**ARTICLE 16 SENIORITY**

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

Section 5 An Employees seniority shall be maintained for a maximum of one (1) year for their absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.

Section 6 Should an Employee solicit work in Field Construction or Maintenance, the Employee shall lose seniority rights after sixty (60) days of continuous Field work.

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

Section 7 Accumulated seniority shall be lost to any Employee if:

- a) They are discharged for just cause.
- b) They voluntarily quit.
- c) They fail to report to work and return following the conclusion of an approved leave of absence or vacation, unless a bona fide reason is provided.

## **ARTICLE 17 SHOP COMMITTEE**

Section 1 The importance of the Union maintaining at all times a Shop Committee, consisting of qualified Employees of the Employer familiar with plant conditions, is recognized.

Section 2 The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than one (1) nor more than three (3) Employees. The chairman of this Committee shall be the Shop Steward. Owing to the nature of their work on this Committee, it is deemed important that seniority does not affect their lay-off provided there is work available for which they is qualified. Otherwise, the Business Manager/Secretary Treasurer or Business Representative will be notified in time to appoint a successor. The Shop Steward shall be given a reasonable length of time to perform their duties.

Section 3 At least one (1) member of the Shop Committee shall act on the safety committee. The Shop Steward will be on this committee.

Section 4 Safety committee meetings shall be held at least once per month, or as required by the committee.

## **ARTICLE 18      GRIEVANCE MACHINERY**

### **Section 1      GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto, that complaints of Employees shall be adjusted as quickly as possible. Grievance shall mean any difference of dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing. If no extension has been requested in writing by the Union and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Employer. If no extension has been requested in writing by the Employer and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Union.

#### **Step 1:**

The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing, it shall be termed a grievance and shall be advanced to Step 2.

#### **Step 2:**

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

#### **Step 3:**

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

#### **Step 4:**

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

Section 2

**ARBITRATION**

The Union and the Employer will establish a list of four (4) acceptable arbitrators. Arbitrators will be chosen after ratification. The single Arbitrator will be selected in rotation from the list. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing. If no extension has been requested in writing by the Union and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Employer. If no extension has been requested in writing by the Employer and the time limits are exceeded, the grievance will be considered as being resolved in favour of the Union.

**Step 1:**

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

**Step 2:**

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

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

**ARTICLE 19 UNION LABEL**

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



## **ARTICLE 20 PLANT VISITATION**

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

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

**ARTICLE 21 DURATION OF AGREEMENT**

Section 1 This Collective Agreement shall become effective August 15, 2021 and shall remain in full force and effect until August 14, 2023 and from year to year thereafter, unless either party shall, at least sixty (60) days prior to the anniversary date thereof, notify the other party to this Collective Agreement of a desire to modify or terminate this Collective Agreement. In the event that such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice.

If an agreement is not reached on or before the expiry date of the existing contract, then terms and conditions of this contract shall remain in effect until a new Collective Agreement is concluded or strike or lockout commences.

IN WITNESS THEREOF the parties hereto have executed this Collective Agreement the

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Alberta Exchanger Ltd.

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

\_\_\_\_\_  
Guy Kjosness  
President & General Manager  
Alberta Exchanger LTD.

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

\_\_\_\_\_  
Dave Sandl  
Operations Manager  
Alberta Exchanger LTD.

\_\_\_\_\_  
Darcey Kooznetsoff  
Business Representative  
Boilermakers Lodge 146

\_\_\_\_\_  
Louis Godin  
Shop Steward  
Alberta Exchanger LTD.

**ADDENDUM I**  
**ALBERTA EXCHANGER LTD.**  
**WAGE PAGE**

Classification	April 1, 2020	August 15, 2021	August 15, 2022
	0%	3%	2%
Foreman	\$40.80	\$42.02	\$42.86
Lead hand/Chargehand/ Assistant Foreman	\$40.14	\$41.34	\$42.17
“B” Welder 1	\$39.35	\$40.53	\$41.34
“B” Welder 2/Layout Fitter	\$37.93	\$39.07	\$39.85
Machinist (with ticket)	\$36.22	\$37.31	\$38.05
Boilermaker/Steel Fabricator; Journeyman Welder/Crane Operator	\$34.03	\$35.05	\$35.75
Machinist (No Ticket)	\$29.53	\$30.42	\$31.02
Production Worker	\$24.65	\$25.39	\$25.90
Helper 1	\$22.64	\$23.32	\$23.79
Helper 2	\$20.70	\$21.32	\$21.75
Beginner	\$15.05	\$15.50	\$15.81
Student Labour	\$15.00	\$15.45	\$15.76
Apprentices - Welder/Boilermaker			
1 <sup>st</sup> Year (60%)	\$20.42	\$21.03	\$21.45
2 <sup>nd</sup> Year (75%)	\$25.52	\$26.29	\$26.81
3 <sup>rd</sup> Year (90%)	\$30.63	\$31.55	\$32.18
Apprentices - Machinist			
1 <sup>st</sup> Year (55%)	\$19.92	\$20.51	\$20.93
2 <sup>nd</sup> Year (65%)	\$23.54	\$24.25	\$24.73
3 <sup>rd</sup> Year (75%)	\$27.17	\$27.98	\$28.54
4 <sup>th</sup> Year (85%)	\$30.79	\$31.71	\$32.34
Boilermaker Pension	\$2.50	\$2.60	\$2.60

Shift Differential shall be two dollars (\$2.00) per hour for the second and third shifts.

Sixty (60) days after commencement of employment, Welders in the “B” Welder 2 classification shall be reviewed by shop management to determine if the Employee is eligible to move to “B” Welder 1 classification.

**ADDENDUM II**  
**ALBERTA EXCHANGER LTD.**  
**CONTRACT WELDERS**

Reference: Article 4 – Union Security – Section 1

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

“After forty-eight (48) hours where the Union has not been able to secure the necessary number of “B” Pressure Welders (possessing the required qualifications) within the initial call, the Employer may hire short term contract welders to undertake the required work until such time that the Union dispatch can supply the required qualified manpower. At that time, the short term Welder’s contract will be terminated. The Employer agrees that it will advise the Union at the time of the expiration of the forty-eight (48) hour limit as to the hiring of contact Welders. As the contract welders will not be hired as A.E.L. employees, the Union waives the need for them to become members of the Union within ninety (90) days. This procedure is expected to be the exception rather than the rule, as it is anticipated that the Union will be able to supply the Employer’s manpower needs when requested to do so.”

**ADDENDUM III**  
**Edmonton Pressure Vessel Employers Organization (EPVEO) – BENEFITS PLAN**

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

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

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

BENEFITS SUMMARY	CANADA LIFE: EPVEO GROUP POLICY 177229
<b>Life Insurance</b> Schedule Amount Reduction Termination of Benefits	\$75,000 Life Insurance reduced by 50% at age 65 Earlier of termination, retirement or age 70
<b>Dependent Life</b> Spouse/Child Termination of Benefit	Spouse \$10,000 / Child \$5,000 <b>Earlier of Employee's termination, retirement or age 70</b>
<b>Accidental Death &amp; Dismemberment</b> Schedule Amount Reduction Termination of Benefit	\$75,000 AD&D reduced by 50% at age 65 Earlier of termination, retirement or age 70
<b>Short Term</b> <b>Disability</b> Schedule Amount Tax Status Maximum Benefits Period Waiting Period – Accident/Hospital Waiting Period – Illness EI Integration Maximum Benefits Period CPP Offset Termination of Benefits	67% of weekly earnings Taxable Equivalent to the Employment Insurance (EI) max – yearly update 0 Days (minimum 24-hour hospital stay) 7 Days Weeks 2 through 17 covered by EI (if eligible) 26 Weeks All source Earlier of termination, retirement or age 65
<b>Long Term</b> <b>Disability</b> Schedule Amount Tax Status Maximum/Non-Evidence Maximum CPP Offset Elimination Definition of Disability Termination of Benefit	67% of monthly earnings Taxable \$2,400/\$2,400 All source 26 Weeks 2 Year own occupation, any occupation thereafter Age 65
<b>Health Care</b> Deductible <b>Coinsurance/ Reimbursement</b> <b>Level</b> Covered Expenses Amounts Hospital Accommodation	Nil 100% Will not exceed reasonable and customary charges Semi-Private

BENEFITS SUMMARY Continues	CANADA LIFE: EPVEO GROUP POLICY 177229
<b>Health Care</b> Paramedical Calendar Year Maximum Paramedical Practitioners Coverage Includes  Paramedical Calendar Year Maximum Paramedical Practitioners Includes  Hearing Aids Coverage Outside Canada Coverage (Trip Duration)	\$300 per person per practitioner type Audiologist, Chiropractor, Homeopath, Massage Therapist, Naturopath, Occupational Therapist, Osteopath, Podiatrist/Chiropodist, Speech Therapist \$1,000 per person per practitioner type Physiotherapy / Psychologist / Social Worker / Psychotherapist combined \$1,500 per lifetime 90 Days
<b>Health Care – Second Opinion Service</b> Diagnostic & Treatment Support	Included – Best Doctors Ask the Expert, Best Doctors 360, FindBestCare, FindBestDoc, InterConsultation Support that connects seriously ill plan members with an array of resources that confirms correct diagnosis and treatment.
<b>Health Care – Drugs</b> Submission Type Coinsurance/ Reimbursement Level Formulary Lifestyle Drug Coverage  Dispensing Fee Cap Maximum Termination Age	Pay Direct Drug Card 100% Drugs legally requiring a prescription – <b>lowest cost generic</b> Fertility, Anti-Obesity and Erectile Dysfunction Drugs excluded Vaccines are included Smoking Cessation drugs – lifetime maximum \$200 per person None Unlimited Earlier of termination or retirement – no age limit
<b>Health Care – Vision</b> Maximum Benefit – Employee  Maximum Benefit – Dependents  Eye Exam Coverage  Termination Age	Per rolling 24 months (24 months per last reimbursement date) Lenses - \$800 per 24 months, frames - \$150 per 24 months Prescription Safety Glasses - \$400 per 12 months Laser Eye Surgery - \$1,900 lifetime maximum Lenses - \$550 per 24 months, frames - \$150 per 24 months Laser Eye Surgery – \$1,400 lifetime maximum Adults: 1 per 24 months, dependent children under 19 – 1 per 12 months Earlier of termination or retirement – no age limit
<b>Dental Care</b> Basic Coinsurance/ Reimbursement Level Major Restorative Coinsurance/ Reimbursement Level Combined Annual Maximum per Calendar Year Orthodontic Coinsurance/ Reimbursement Level Lifetime Maximum Recall Exam Units of Scaling Fee Guide Termination Age	100% 100% \$2,500 60% (dependent children between age 6 and 18 only) \$2,000 6 Months (fluoride for children up to 21 only) 12 per 12 months Current general guide Earlier of termination or retirement – no age limit
<b>Survivors Benefits</b>	1 Year coverage for dependents – Health, Dental, Drugs, Vision

<b>BENEFITS SUMMARY</b>		<b>CANADA LIFE: EPVEO GROUP POLICY 177230</b>	
<b>Optional Life Insurance</b>	Employee and/or Spouse	Units of \$10,000 to a maximum of \$500,000	The employee elects the amount of optional coverage for themselves and their spouse and submits evidence of good health. If approved by Canada Life, the monthly premiums will be deducted from the Employee's pay.
Termination of Benefits		Earlier of termination, retirement or age 65	
<b>BENEFITS SUMMARY</b>		<b>WELLO: EPVEO POLICY</b>	
<b>Virtual Healthcare Service</b>		Nurse Practitioners available over video, phone or messaging	Book appt online via Member Portal; 24-7 On Call Urgent Care
		Diagnose & treat conditions, help to manage acute & chronic illnesses, health coaching, order & interpret tests, write & renew prescriptions, make specialist referrals, etc.	
Termination Age		Earlier of termination or retirement – No age limit	



**ADDENDUM IV**

**MEMORANDUM OF AGREEMENT**

**BOILERMAKERS UNION LABEL**

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed and approved this Collective Agreement with this BROTHERHOOD under which skilled workers and members of our craft enjoy a high standard of wages, hours, fringe benefits and other conditions of employment.

In consideration thereof the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS now authorizes this EMPLOYER to affix the BOILERMAKER UNION LABEL to products fabricated under the terms of this Collective Agreement in his shop or plant. The EMPLOYER agrees to be bound by the following procedures for affixing the Label:

The BROTHERHOOD'S UNION LABEL is the property of the BROTHERHOOD and shall only be affixed to the EMPLOYER'S product by the UNION'S duly authorized UNION LABEL STEWARD. Such steward shall be designated to the Employer in writing by the Union.

This Memorandum of Agreement shall be valid only so long as the EMPLOYER'S LABOUR AGREEMENT with this BROTHERHOOD is approved and in full force and effect.

All the foregoing was agreed to this date \_\_\_\_\_ at \_\_\_\_\_, by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC and Alberta Exchanger LTD. (Company)

For the **INTERNATIONAL  
BROTHERHOOD OF BOILERMAKERS**

For **ALBERTA EXCHANGER LTD.**

\_\_\_\_\_  
Arnie Stadnick  
INT'L Vice-President for Canada

\_\_\_\_\_  
Guy Kjosness  
President & General Manager

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