



# Articles of Agreement

between

**FOREMOST UNIVERSAL LP.(LLOYDMINSTER NORTH)**  
(Hereinafter referred to as the "Employer")

and the

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS  
LOCAL LODGE 146**  
(Hereinafter referred to as the "Union")

**Effective: January 6, 2022 – May 31, 2024**

## TABLE OF CONTENTS

### ARTICLES OF AGREEMENT

Preamble			3
Article	1	Recognition and Scope of Agreement	3
Article	2	Management Rights	4
Article	3	Union Security and Employee Rights	4
Article	4	Hours of Work	5
Article	5	Shift Work	7
Article	6	Overtime and Statutory Holidays	7
Article	7	Annual Vacations	8
Article	8	Seniority	9
Article	9	Safety and Working Conditions	10
Article	10	Wages, Health and Welfare, and Employee Assistance Program	12
Article	11	Shop Committee	13
Article	12	Grievance Machinery and Arbitration	13
Article	13	No Strike or Lockout	15
Article	14	No Discrimination	16
Article	15	Human Rights and Harassment	16
Article	16	Duration of Agreement	18
Appendix	A	Work Classifications and Wages	20
Appendix	B	Health and Welfare	24
Appendix	C	R.R.S.P. and Boilermaker National Pension Fund (Canada)	25
Appendix	D	Amalgamation of Foremost Lloydminster West Employees	26
Appendix	E	Memorandum of Agreement – Union Label	27

## **PREAMBLE**

Whereas it is the intent and purpose of the parties to this Collective Agreement to promote harmony between the Employer and its Employees and to increase the efficiency of the operations and facilities so that the Employees and the Employer may mutually benefit; and to provide procedures for the prompt, peaceful and equitable adjustment of differences which arise; and also to set forth herein the Collective Agreement between the Employer, the Union and the Employees of the Lloydminster Shops concerning rates of pay, hours of employment and other conditions of work to be observed by the parties to this Collective Agreement.

Now, therefore, in consideration of the premises and the mutual agreements hereinafter stated, it is agreed as follows:

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

- 1:01      The Employer recognizes the Union as the sole bargaining agent for all hourly rated production and maintenance Employees in the performance of all fabrication and repair work except office staff, Foremen/Charge Hands with the right to hire and fire and those above that rank.
- 1:02      Believing that both parties must give service to the public, the Union agrees to co-operate with and assist the Employer in every legitimate way to conduct a successful business.
- 1:03      This Collective Agreement shall cover all hourly paid Employees as listed in Appendix A - WORK CLASSIFICATION AND WAGES - attached here to and made a part here of, who are within the jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge 146 and shall pertain to no other.
- 1:04      It is recognized by the Union that circumstances may require the use of sub-contractors on work covered under the terms of this Collective Agreement. The Employer agrees that if such circumstances arise, they shall:
- a) Except in cases of emergency, provide the Union Business Representative with fourteen (14) days written notice of the nature of the intended contracting out and likely consequences, if any, to the job assignments of the Bargaining Unit Members.
  - b) At the request of the Union, meet with the Business Representative of the Union to discuss the reasons for contracting out and to consider alternative solutions.

The assignment of sub-contractors must not cause lay-off, demotion, or reduction of work hours among the Employees governed by the Collective Agreement.

## **ARTICLE 2      MANAGEMENT RIGHTS**

- 2:01      The Union agrees that it is the function of the Employer to exercise the usual functions of management, including, but not so as to restrict the generality of foregoing the right to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of Workers or Employees required at any or all operations, to determine the kinds and location of machines, tools, and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of Employees for various types of work and to maintain order, discipline and efficiency. To select, hire, discharge, transfer, promote, layoff or otherwise discipline Employees.
- 2:02      It is agreed that these functions shall not be exercised in a manner inconsistent with the expressed provisions of this Collective Agreement.

## **ARTICLE 3      UNION SECURITY AND EMPLOYEE RIGHTS**

- 3:01      Any Employee who is a member of the Union on the effective date of this Collective Agreement, or who becomes or who is reinstated as a member of the Union, shall, as a condition of employment, maintain their membership in the Union during the term of this Collective Agreement.
- 3:02      Each new Employee shall be furnished with a copy of this Collective Agreement, the Deduction Authorization Form and an official application for membership and will be informed of the name of the Union that represents them and the names of the Shop Steward and the Shop Committee and such new Employees will, as a condition of employment, be required to execute the Deduction Authorization Form to cover the amount equal to the Monthly Dues established by the Union, which will be deducted by the Employer after four (4) days of employment. All new Employees must sign Deduction Authorization Forms authorizing checkoff of Dues, before going to work. It is recognized that the above duties shall be performed by the Shop Stewards and shall be done at the time of the Employer's orientation. It will also be the Shop Stewards duty to assist the Employer and Union members, to carry out the provisions of this Collective Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

3:03 The Employer shall deduct, in accordance with the Alberta Labour Relations Code, the amount of Initiation Fees, Dues and Assessments as may be authorized by the Employees. Such Dues, Initiation Fees and Assessments shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge 146, before the fifteenth (15) day of the month. The Shop Steward shall be furnished with a list of all new Employees every two (2) weeks.

3:04 Disciplinary action may take place for just cause, normally commencing with a written warning except for serious incidents. When an Employee is to receive written notice of discipline in the form of a written warning, suspension, or dismissal, the Employee and Shop Steward shall be advised in advance. The Employee shall have the right to have a Shop Steward present at the meeting (except in situations a Shop Steward is not available on the shift). The Shop Steward will be provided with a copy of all written notices of discipline. Any written disciplinary documents will be removed from the file two (2) years from the date of issue provided the Employee has not had any further disciplinary incidents during this period.

3:05 (a) When Employees are to be used on outside construction where the Boilermakers Union Employees are on a site that has a Union Site Agreement, the applicable rate for similar classifications will be paid for work on the site. The seniority of such Employees shall continue as though they were still employed in the shop.

(b) Notwithstanding 3:05 (a), in the case of a non-union or open site, when another contractor that is signatory to the Boilermaker Contractor Association arrives on the site during the Employer's work, the Employees will continue to receive the rates according to Appendix A.

#### **ARTICLE 4 HOURS OF WORK**

4:01 Eight (8) hours per day shall constitute a regular day of work. Forty (40) hours per week, Monday through Friday inclusive, shall constitute a regular week of work. The foregoing shall not be interpreted as a guarantee to provide work to any Employee for regularly assigned hours or any other hours.

4:02 (a) The normal workday shall start at 7:00 a.m. The work schedules will be posted by the Employer on a bulletin board provided by the Employer, setting forth any changes in starting or quitting time or shifts. In the event the Employer requires the shift schedule to change notice will be given one (1) week in advance where practical, but no less than seventy-two (72) hours in any case. Where practical, shift changes shall start at the commencement of a new work week. (The bulletin board may also be used by the Union for posting routine notices of meetings or announcements.)

(b) In periods when overtime is not required to meet customer schedules (excluding customer service centers), the Employer will make its best effort to schedule hours of work on payday or long weekend Fridays as follows: 7:00 a.m. to 3:30 p.m.

4:03 Notwithstanding the above, a compressed work week of four (4), ten (10) hour days may be worked at straight-time rates. The normal workday shall start at 7:00 a.m.

4:04 An hourly rated Employee who reports for work and is sent home for that day by reason of some breakdown, inclement weather, or cause for which they are not responsible shall be paid for the actual time worked, or for four (4) hours, whichever is greater.

4:05 Whenever there is a need to have Employees work weekend overtime within a classification, the overtime will be offered to:

- 1) The Employee within the classification who has been performing the work.
- 2) If the Employee within the classification is unable to perform the requested overtime, then the Employer may, at its option:
  - (a) Offer the overtime to other Employees who have the ability to perform the work, or
  - (b) Offer the overtime to the most senior Employee(s) within the classification capable of performing the work required, or
  - (c) Assign the overtime to the least senior Employee(s) within the classification capable of performing the work required.

Each Employee is expected to co-operate in the performance of such work.

## **ARTICLE 5      SHIFT WORK**

- 5:01            When two (2) or three (3) shifts are working, the first day shift shall be paid at the applicable rates set out in Appendix A.
- 5:02            When an Employee is scheduled to work the second or evening shift, they shall be paid a shift premium or three dollars (\$3.00) for each hour worked. When a third or nightshift is scheduled, Employees shall be paid a shift premium of three dollars and fifty cents (\$3.50) for each hour worked.
- 5:03            Employees will be given a minimum of two (2) days' notice, exclusive of weekend days, prior to any change in 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 the various shifts. Shifts shall be alternated every two (2) weeks. No Employee will be required to work more than two (2) weeks on a second or third shift without change or relief unless they so desire.
- 5:04            Employees with ten (10) years or more seniority may refuse to work other than day shift. This condition will not apply to Employees hired after September 1, 2000.

## **ARTICLE 6      OVERTIME AND STATUTORY HOLIDAYS**

- 6:01            (a) All hours worked on Saturday shall be paid at one and one half (1 1/2) times the regular pay provided the Employee has worked forty (40) hours from Monday to Friday inclusive.
- The requirement for forty (40) hours shall be reduced by the number of hours absent for medical reasons verified with a Physician's note or permission to be off has been granted by immediate Supervisor or Employee is sent home for lack of work.
- (b) All hours worked in excess of the regular scheduled hours, Monday to Friday inclusive, shall be paid at one and one half (1 1/2) times the regular pay.
- 6:02            Overtime shall be paid at the rate of double (2) time the Employee's basic hourly rate for all hours worked on Sunday.
- 6:03            There shall be no pyramiding or duplication of premium or additional pay. If an Employee is called back to work by the immediate Supervisor after normal work hours for any maintenance and repair services requested by a customer, and if such work function is less than two (2) hours, the Employee shall be reimbursed for a minimum of two (2) hours.
- 6:04            When an Employee is required to work on a Statutory Holiday, the Employee

will be paid the required Statutory Holiday pay along with one and one half (1 1/2) times their regular basic hourly rate for all hours worked on the Statutory Holiday.

6:05 The period of time recognized as a Holiday is the twenty-four (24) hour period beginning at the starting time of the regular shift on the day that is recognized as a Holiday.

6:06 When the Employer requires an Employee to work one and one half (1.5) hours over their scheduled shift, the Employer shall reasonably provide such Employee with a hot meal and a twenty (20) minute paid meal break. Should the Employer fail to provide a hot meal, a twenty-dollar (\$20.00) meal allowance and a ten (10) minute rest period shall be provided.

The Employee shall be given the ten (10) minute rest period before commencing said overtime.

6:07 An Employee covered by this Collective Agreement will receive regular pay for the following Statutory Holidays when not worked, provided they work the previous day and the day following such Holiday, unless permission to be off has been granted by Management or by the immediate Supervisor:

New Year's Day	Good Friday	Thanksgiving Day
Family Day	Victoria Day	Remembrance Day
Canada Day	Labour Day	Christmas Day
Civic Holiday	National Day For Truth and Reconciliation	Boxing Day

Such Holidays shall be paid as per the Employee's classification at the time of the Holiday.

6:08 No work shall be performed on Labour Day, except for the preservation of life or property.

## **ARTICLE 7 ANNUAL VACATIONS**

7:01 The purpose of a vacation is to provide the Employee with definite periods of rest each year. Vacation and pay will be granted to Employees in accordance with the provisions of the Alberta Labour Employment Standards Code.

7:02 Annual vacations will be as follows:

- Regular Employees with one (1) to five (5) years of continuous service - three (3) weeks.
- Regular Employees with six (6) years to fifteen (15) years of continuous service - four (4) weeks.



- Regular Employees with sixteen (16) years or longer of continuous service - five (5) weeks.

Each Employee may make an annual declaration to have vacation pay either:

- a) on each cheque, or
- b) accrued to be paid out at the time of vacation. Vacation pay will be calculated as follows:
  - One (1) to five (5) years – six percent (6%) of regular wages of the Employee in the employment of the Employer.
  - Six (6) to fifteen (15) years – eight percent (8%) of regular wages of the Employee in the employment of the Employer.
  - Sixteen (16) years and longer – ten percent (10%) of regular wages of the Employee in the employ of the Employer.

7:03 As far as possible Employees shall be granted their choice of vacation periods according to their seniority, but the right to allocate vacation periods is reserved by the Employer in order to ensure efficient and continuous operation of the business.

## **ARTICLE 8 SENIORITY**

8:01 Seniority, as referred to in this Collective Agreement, shall mean the length of continuous service in the employment of the Employer, and shall prevail on a Company wide basis. Employees of the Employer shall retain their seniority uninterrupted from the date prior to and including receivership.

8:02 All Employees are hired on probation; the probationary period to continue for sixty (60) calendar days during which time they are to be considered temporary workers only. If employed continuously for a period of sixty (60), or less, calendar days and then laid off, their seniority shall date back to the initial date of hire. Upon completion of the probationary period, they shall be regarded as regular permanent Employees and shall then be entitled to seniority based on the day on which they were initially hired.

8:03 In all cases of promotion and layoff or recall from layoff, shift work, or apprenticeship, the factors of seniority and ability to perform the required work will be considered. When ability is relatively equal, seniority shall govern.

8:04 Separate seniority lists shall be kept for each category as per the wage listing. In the case of layoffs, each list shall be considered a separate unit. The Employer will supply seniority lists.

- 8:05 Employees laid off shall accumulate seniority, provided the layoff does not exceed one (1) year, after which the Employee will lose all seniority rights. Priority may be given to Employees for recall as per specific work area requirements.
- 8:06 Probationary Employees laid off due to lack of work shall receive one (1) day of notice or pay in lieu thereof.
- Permanent Employees laid off due to lack of work shall receive payment or notice applicable to the Alberta Labour Employment Standards Code. The Shop Steward shall be advised of all layoffs in advance.
- 8:07 Any Employee in the Bargaining Unit who has been promoted to the position of Foreman or Supervisor in the Shop shall maintain the seniority they had at the time of their promotion.
- 8:08 A permanent Employee's seniority shall be accumulated for a maximum of two (2) years for an absence as a result of sickness covered by a medical certificate or an accident covered by the Workers' Compensation Board. A permanent Employee's seniority shall be maintained for a maximum of two (2) years for an authorized leave of absence.
- 8:09 Should an Employee be required to work on Field Construction or Maintenance, their seniority shall continue as if they were in the Shop. The Employee must be made aware of the seniority condition by the Employer prior to the Employee accepting field employment.

## **ARTICLE 9 SAFETY AND WORKING CONDITIONS**

- 9:01 The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for Employees and to continue its practice of providing necessary safety equipment. The Union agrees to assist the Employer in maintaining proper observation of all Occupation Health and Safety Board rules, laws and regulations, and the Employer's safety manual.
- Employees are responsible for working safely, fully observing safety standards and rules, and the directions of the Employer in this respect.
- 9:02 If an Employee meets with a safety incident, injury, near miss, or property damage during working hours they shall immediately report the incident to their Foreman, Supervisor or First Aid person and follow their instructions. Should an attending Physician deem it not safe for them to continue their work, they shall be paid their regular pay for that full shift, provided that the attending Physician's report is given to the Employer.

- 9:03 At all times, the Employer must first be advised before the Employee reports to a Physician, of all work-related injuries and/or suspected work related injuries by reporting to the Foreman, Supervisor First-Aid person prior to completion of the shift. Failure to comply may result in disciplinary action.
- 9:04 The Employer may request an Employee to provide a Physician's report on their illness if the Employee has missed three (3) or more consecutive working days. If a medical report is requested by the Employer, the Employer shall pay the charge imposed by the Physician for said report.
- 9:05 The Employer agrees to supply Employees with hand protection but reserves the right to refuse free issue to any Employee who may from time to time be deemed to be abusing the privilege. The Employer will provide replacement coveralls to Employees involved in specialty work outside their normal working duties, i.e. cleaning out crude tankers.
- 9:06 Employees shall be allowed a fifteen (15) minute rest period or coffeebreak during each four (4) or four and one half (4.5) hour work period, i.e. morning, afternoon, evening or night.
- 9:07 The Employee must accept reasonable responsibility for the tools and equipment furnished by the Employer and must report the loss of any of these tools and equipment immediately to their Supervisor. Any Employee found deliberately misusing Employer tools and equipment may be subject to disciplinary action up to and including dismissal. Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer upon return of broken or worn tools or equipment. The Employer shall provide adequate protection and storage for all tools and equipment taken out on any job or work.
- 9:08 The Employer will train and enforce confined and restricted space requirements where applicable involving vessels and tanks as per Occupational Health and Safety regulations.
- 9:09 The Employer shall provide tool insurance up to two thousand dollars (\$2,000.00) for Employees providing their own tools with the exception of machinists and mechanics whose insurance will be ten thousand dollars (\$10,000.00), for theft and fire. To be eligible, Employees must have a tool list on file and have the tool list signed by their Supervisor.
- 9:10 Change room, lunchroom, washroom and locker facilities shall be provided by the Employer and kept in a sanitary condition. The Shop Committee and Employees agree to cooperate in keeping these facilities sanitary otherwise, at the discretion of management, the facility may be forfeited. Personal effects of each Employee shall be covered by fire insurance in the amount of three hundred and fifty dollars (\$350.00). Locker facilities will be provided with reasonably secure doors.

- 9:11 In the event of the death of an Employee's spouse, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law or father-in-law, such Employee shall receive up to three (3) days off with regular pay when the Employee attend the funeral, proof of attendance may be requested, to a maximum of six (6) days per year. Additional time off may be granted with no pay.
- 9:12 In the event an Employee is unable to travel to the funeral, the Employer will allow for one (1) day of grieving with pay with the mutual agreement between the Shop Steward and Facility Manager.
- 9:13 After an Employee has been with the Employer for a period of thirty (30) days, Employees working on June 15 and December 15 of each year shall be paid a coverall/boot allowance of two hundred and fifty dollars (\$250.00) on the first payday following each of these dates.
- On abnormally dirty and/or corrosive work, in which the Employee's clothes may be permanently damaged; the Employer shall supply or replace the necessary protective clothing (coveralls, gloves, boots, particularly on, but not limited to, all corrosive work) at no cost to the Employee for all Employees covered by this Collective Agreement.
- 9:14 The Employer commits to performing scheduled air-quality testing of the work environment as per Occupational Health and Safety Regulations. All test results will be recorded and shared with affected workers in order to work on reasonable controls to help protect workers.
- 9:15 The Employer agrees to maintain automobile electrical plug-in facilities for Employees' vehicles. The allocation will be handled on a first come, first served basis, in keeping with current practice.
- 9:16 Employees shall be permitted a five (5) minute personal clean up time prior to the end of their shift.

**ARTICLE 10 WAGES, HEALTH & WELFARE, AND EMPLOYEE ASSISTANCE PROGRAM**

- 10:01 WAGES - Refer to Appendix A
- 10:02 HEALTH & WELFARE - Refer to Appendix B
- 10:03 The Employer shall provide Employee Assistance program at no cost to the Employee.
- 10:04 Apprentices shall be reimbursed their tuition for apprenticeship training by the Employer, at the current rate level of tuition. The conditions of reimbursement shall be as follows:

- The Employee must have been signed with the Apprenticeship Board through the Employer at the time schooling was taken.
- The Employee must pass said technical training.
- The Employee must work for the Employer for a total of twelve (12) months exclusive of training (e.g.: 1st year welder goes to school after nine (9) months of employment and passes, once they have worked a total of twelve (12) months including the first nine (9) – The Employer will reimburse them for their first (1<sup>st</sup>) year school and so on).

## **ARTICLE 11 SHOP COMMITTEE**

- 11:01 The importance of the Union always maintaining a Shop Committee, consisting of qualified Employees of the Employer familiar with plant conditions, is recognized.
- 11:02 The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than one (1) nor more than three (3) Employees. The Chairman of this Committee shall be the head Shop Steward and owing to the nature of their work on the committee, it is deemed important that seniority does not affect their layoff, therefore, in the event of a layoff they shall be second last person off the job, provided that they are qualified to perform the required work. The Shop Steward shall be given a reasonable length of time to perform their duties. The Shop Steward's shall work day shift only.
- 11:03 The Shop Committee shall act in the capacity of the Grievance Committee and the names of the Committee members shall be posted on the bulletin board in the Shop by the Union from time to time as the occasion warrants.
- 11:04 The Shop Committee shall meet not less than quarterly with the Management to review safety and other concerns.

## **ARTICLE 12 GRIEVANCE MACHINERY AND ARBITRATION**

- 12:01 GRIEVANCE PROCEDURE - It is agreed that grievances will be reduced to writing, if requested, signed by the aggrieved Employee or Employees and will be presented for the first steps in the grievance procedure within ten (10) working days. The steps for handling grievances will be as follows:
- 1) Between the aggrieved Employee(s), the Shop Committee Chairman of the Union and the Foreman in the department.

Failure of adjustment, then all grievances must be reduced to writing and handled as follows:

- 2) Between the aggrieved Employee(s), the Shop Committee Chairman and the Superintendent.
- 3) Between the representative of the Union, with the Shop Committee Chairman and a representative of Management.
- 4)
  - a) Should any difference of opinion as to the proper interpretation of this Collective Agreement or other causes that cannot be settled satisfactorily between a representative of the Union and the Employer arise, then the case must go to arbitration as provided for in the Alberta Labour Relations Code, before any stoppage of work takes place on the part of the Employee(s) or any lockout on the part of the Employer.
  - 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 (1) of the persons suggested to act as arbitrator, shall, within seven (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 seven (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 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.

### **ARTICLE 13 NO STRIKE OR LOCKOUT**

13:01 The Union agrees that there shall be no strike, slowdown, or stoppage of work during the life of this Collective Agreement and the Employer agrees that there shall be no lockout during the life of this Collective Agreement.

## **ARTICLE 14 NO DISCRIMINATION**

- 14:01 The Employer and the Union agree that there shall be no discrimination, bullying, harassment, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of age, marital status, family status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

## **ARTICLE 15 HUMAN RIGHTS AND HARASSMENT**

- 15:01 The Employer and the Union are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome," that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Provincial Human Rights Act. All Employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Employer facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendo, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an Employee because of their racial background or gender etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.



**Harassment is NOT:**

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interference with normal social relations.

**Filing a Complaint:**

If an Employee believes they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with time, dates, location, witnesses and details;
- Report the incident to the Plant Superintendent and/or Shop Steward.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their Foreperson/Manager or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative or Employer official.

**Investigation:**

Upon receipt of the complaint, the Plant Superintendent and Shop Steward contacted will immediately inform their Union or Employer counterpart and together they will then interview the Employee and advise the Employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Plant Superintendent and the Shop Steward.

A formal investigation of the complaint will then begin by the Shop Steward or designate and the Plant Superintendent or their designate, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

**Resolution:**

The Shop Steward or designate and the Plant Superintendent or their designate will then complete a report on the findings of the investigation. The Shop Steward or designate and the Plant Superintendent will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Employer and the Union (Boilermakers Lodge 146) policy regarding discrimination and harassment in the workplace.

At the conclusion of this step the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

**Right to Refuse:**

An Employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an Employee is being threatened, it may be necessary for that Employee to leave the job. In such case, the complainant advises the Plant Superintendent, who in turn advises the Union representative.

The complainant is re-assigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All Employees have the right to file a complaint with the Provincial Human Rights Commission and to seek redress under the Human Rights Act.

**ARTICLE 16 DURATION OF AGREEMENT**

16:01 This Collective Agreement shall become effective January 6, 2022 and shall remain in full force and effect until May 31, 2024, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

16:02 Either party to this Collective Agreement may, not less than sixty (60) days, or not more than one hundred twenty (120) days immediately preceding the expiry date of this Collective Agreement, require by notice in writing to the other party by registered or certified mail, to commence collective bargaining for the revision, renewal, or replacement of this Collective Agreement. If notice to negotiate has been given, this Collective Agreement shall remain in full force and effect until the commencement of lawful strike or lockout or until the date that a new Collective Agreement comes into effect.

- 16:03 Notwithstanding 14:02 above, either party to this Collective Agreement may, not less than sixty-five (65) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Collective Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Collective Agreement on the expiry date listed in 14:01 above, all in accordance with the provisions of the Alberta Labour Relations Code.
- 16:04 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 Collective Agreement for that project or specific geographical area, may be modified by the mutual consent of the Business Manager/Secretary Treasurer and the Employer 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.

IN WITNESS WHEREOF the parties have executed this Collective Agreement this

19<sup>th</sup> day of January, 2021.

Foremost Universal LP.

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

  
Mike Strilchuk

  
Hugh MacDonald

  
Adair O'Grady

  
Darcey Kooznetsoff

  
Dustin Henning

  
Kent Boothman

  
Renee Squair

## Appendix A – Work Classifications and Wages

Classification				
	Present	January 6, 2022 3%	June 1, 2022 2%	June 1, 2023 2%
<b>Pressure Welder</b>	<b>\$39.52</b>	<b>\$40.71</b>	<b>\$41.52</b>	<b>\$42.35</b>
<b>Journeyman Welder</b>	<b>\$36.03</b>	<b>\$37.11</b>	<b>\$37.85</b>	<b>\$38.61</b>
3rd Year Apprentice (90%)	\$32.43	\$33.40	\$34.07	\$34.75
2nd Year Apprentice (75%)	\$27.02	\$27.83	\$28.39	\$28.96
1st Year Apprentice (60%)	\$21.62	\$22.27	\$22.71	\$23.17
<b>Journeymen Wire Process Operator</b>		<b>\$27.83</b>	<b>\$28.39</b>	<b>\$28.95</b>
2nd Year Apprentice (90%)		\$25.05	\$25.55	\$26.06
1st Year Apprentice (75%)		\$20.87	\$21.29	\$21.72
<b>Journeyman Machinist</b>	<b>\$36.18</b>	<b>\$37.27</b>	<b>\$38.01</b>	<b>\$38.77</b>
4th Year Apprentice (85%)	\$30.75	\$31.68	\$32.31	\$32.95
3rd Year Apprentice (75%)	\$27.14	\$27.95	\$28.51	\$29.08
2nd Year Apprentice (65%)	\$23.52	\$24.23	\$24.71	\$25.20
1st Year Apprentice (55%)	\$19.90	\$20.50	\$20.91	\$21.32
<b>Journeyman Millwright</b>	<b>\$36.18</b>	<b>\$37.27</b>	<b>\$38.01</b>	<b>\$38.77</b>
4th Year Apprentice (85%)	\$30.75	\$31.68	\$32.31	\$32.95
3rd Year Apprentice (75%)	\$27.14	\$27.95	\$28.51	\$29.08
2nd Year Apprentice (65%)	\$23.52	\$24.23	\$24.71	\$25.20
1st Year Apprentice (55%)	\$19.90	\$20.50	\$20.91	\$21.32
<b>Journeyman Electrician-Maintenance</b>	<b>\$34.45</b>	<b>\$35.48</b>	<b>\$36.19</b>	<b>\$36.92</b>
4th Year Apprentice (85%)	\$29.28	\$30.16	\$30.76	\$31.38
3rd Year Apprentice (75%)	\$25.84	\$26.61	\$27.14	\$27.69
2nd Year Apprentice (65%)	\$22.39	\$23.06	\$23.53	\$24.00
1st Year Apprentice (55%)	\$18.95	\$19.52	\$19.91	\$20.30
<b>Journeyman Mechanic</b>	<b>\$35.95</b>	<b>\$37.03</b>	<b>\$37.77</b>	<b>\$38.52</b>
3rd Year Apprentice (90%)	\$32.36	\$33.33	\$33.99	\$34.67
2nd Year Apprentice (75%)	\$26.96	\$27.77	\$28.33	\$28.89
1st Year Apprentice (60%)	\$21.57	\$22.22	\$22.66	\$23.11

<b>Journey Pipefitter/Fitter</b>	<b>\$34.60</b>	<b>\$35.64</b>	<b>\$36.35</b>	<b>\$37.08</b>
3rd Year Apprentice (90%)	\$31.14	\$32.07	\$32.72	\$33.37
2nd Year Apprentice (75%)	\$25.95	\$26.73	\$27.26	\$27.81
1st Year Apprentice (60%)	\$20.76	\$21.38	\$21.81	\$22.25
<b>Crane and Hoisting Equipment Operator (CHEO)</b>	<b>\$36.03</b>	<b>\$37.11</b>	<b>\$37.85</b>	<b>\$38.61</b>
3rd Year Apprentice	\$32.43	\$33.40	\$34.07	\$34.75
2nd Year Apprentice	\$27.02	\$27.83	\$28.39	\$28.96
1st Year Apprentice	\$21.62	\$22.27	\$22.71	\$23.17
<b>Semi-Truck Driver</b>		<b>\$32.24</b>	<b>\$32.88</b>	<b>\$33.54</b>
3rd Year (90%)		\$29.02	\$29.60	\$30.19
2nd Year (75%)		\$24.18	\$24.66	\$25.16
1st year (60%)		\$19.34	\$19.73	\$20.12
<b>Pilot Truck Driver</b>		<b>\$24.87</b>	<b>\$25.37</b>	<b>\$25.87</b>
2nd Year (90%)		\$22.39	\$22.84	\$23.29
1st year (75%)		\$18.66	\$19.03	\$19.41
<b>Yard Equipment Operator</b>		<b>\$32.24</b>	<b>\$32.88</b>	<b>\$33.54</b>
3rd Year (90%)		\$29.02	\$29.60	\$30.19
2nd Year (75%)		\$24.18	\$24.66	\$25.16
1st year (60%)		\$19.34	\$19.73	\$20.12
<b>Painter/Spray Foam Insulator</b>	<b>\$31.30</b>	<b>\$32.24</b>	<b>\$32.88</b>	<b>\$33.54</b>
3rd Year (90%)	\$28.17	\$29.02	\$29.60	\$30.19
2nd Year (75%)	\$23.48	\$24.18	\$24.66	\$25.16
1st year (60%)	\$18.78	\$19.34	\$19.73	\$20.12
<b>Blaster</b>	<b>\$28.69</b>	<b>\$29.55</b>	<b>\$30.14</b>	<b>\$30.74</b>
2nd year (90%)	\$25.82	\$26.60	\$27.13	\$27.67
1st year (75%)	\$21.52	\$22.16	\$22.61	\$23.06
<b>Coater</b>	<b>\$39.72</b>	<b>\$40.91</b>	<b>\$41.73</b>	<b>\$42.56</b>
4th year (85%)	\$33.76	\$34.77	\$35.47	\$36.18
3rd year (75%)	\$29.79	\$30.68	\$31.30	\$31.92
2nd year (65%)	\$25.82	\$26.59	\$27.12	\$27.67
1st year (55%)	\$21.85	\$22.50	\$22.95	\$23.41

<b>CNC Equipment Operator</b>		<b>\$32.42</b>	<b>\$33.07</b>	<b>\$33.73</b>
3rd year (90%)		\$29.18	\$29.76	\$30.36
2nd year (75%)		\$24.32	\$24.81	\$25.30
1st year (60%)		\$19.45	\$19.84	\$20.24
<b>Yard/Dresser Worker</b>		<b>\$25.80</b>	<b>\$26.32</b>	<b>\$26.84</b>
2nd year (90%)		\$23.22	\$23.68	\$24.16
1st year (75%)		\$19.35	\$19.74	\$20.13
<b>Warehouse Personnel</b>	<b>\$32.45</b>	<b>\$33.42</b>	<b>\$34.09</b>	<b>\$34.77</b>
3rd Year (90%)	\$29.21	\$30.08	\$30.68	\$31.30
2nd Year (75%)	\$24.34	\$25.07	\$25.57	\$26.08
1st year (60%)	\$19.47	\$20.05	\$20.46	\$20.86
<b>Tool Crib Personnel</b>	<b>\$32.45</b>	<b>\$33.42</b>	<b>\$34.09</b>	<b>\$34.77</b>
3rd Year (90%)	\$29.21	\$30.08	\$30.68	\$31.30
2nd Year (75%)	\$24.34	\$25.07	\$25.57	\$26.08
1st year (60%)	\$19.47	\$20.05	\$20.46	\$20.86
<b>Labourer</b>	<b>\$22.41</b>	<b>\$17.00</b>	<b>\$17.34</b>	<b>\$17.69</b>
<b>Janitor</b>	<b>\$20.31</b>	<b>\$20.92</b>	<b>\$21.34</b>	<b>\$21.76</b>
<b>Employer Matched R.R.S.P</b>		Starting January 1, 2022 2%	2%	2%
<b>Employee Assistance Program</b>	\$0.02	\$0.02	\$0.02	\$0.02
<b>Shift Premium - Afternoon Shift</b>	\$3.00	\$3.00	\$3.00	\$3.00
<b>Shift Premium – Nightshift</b>	\$3.50	\$3.50	\$3.50	\$3.50

**Lead Hand Premium shall be \$2.00 above their classification.**

**Warehouse Personnel, Painter/ Spray Foam Insulator, Coater, Blaster, CNC Equipment Operator, Yard/Dresser Worker, Semi-Truck Driver, Pilot Truck Driver, Yard Equipment Operator and Tool Crib Personnel increases shall be subject to successful performance reviews.**

**Employees who are receiving rates in excess of those detailed in this Collective Agreement (i.e bump money) shall receive one (1) month of notice before any reductions shall apply. For any employees who have received bumps prior to November 24, 2021, reductions shall only take place as part of a disciplinary action. The Union shall be notified at the same time as the Employee.**

**Pressure Welders with five (5) years seniority or better will not be required to take a wage reduction at any time to the Journeyman rate.**

**Employees who hold a Journeyman Welder ticket and who have seniority dates prior to January 6, 2022, shall not be laid off while less senior Wire Process Operators are retained. Wire Process Operators shall not be recalled from layoff while more senior Employees who hold a Journeyman Welder ticket and who have seniority dates prior to January 6, 2022, remain on layoff. No Employee who holds a Journeyman Welder ticket and who has a seniority date prior to January 6, 2022, be required to take a wage reduction to the Wire Process Operator rate at any time.**

**All existing Employees in the Labourer classification as of January 6, 2022, shall be reclassified and will not be required to take a reduction in wages.**

## Appendix B – HEALTH AND WELFARE

The Employer agrees to provide group insurance, health and welfare, accidental death and dismemberment benefits, at no cost to the Employees. Coverage would include group insurance benefits to each regular, hourly paid Employee of \$50,000.00 - life insurance, and \$20,000.00 - accidental death insurance and weekly indemnity insurance equivalent with the Employment Insurance weekly rate - \$1,500.00 per month (maximum) long term disability to age sixty-five (65), a health drug benefit supplement and a prescription drug card. The Employer will bring the level of coverage for members that reside within Alberta to the level of those that reside in Saskatchewan.

**SICKNESS** - When an Employee is absent due to illness, coverage shall begin on the fourth (4<sup>th</sup>) day of illness. When an Employee is absent due to accident, coverage shall begin on the first (1<sup>st</sup>) day of absence.

**COMPASSIONATE LEAVE** - The Employer agrees to make reasonable effort to grant an Employee time off without pay for compassionate reasons.

**VISION CARE** - The Employer shall provide frames and lenses for every Employee and each member of the family during a one (1) year period.

Maximum	- Employee	\$450.00
	- Dependent	\$250.00

Laser eye surgery will be covered for Employees who have over five (5) years of service. The maximum benefit will be equal to maximum benefit of prescription eyewear for three years (\$1,350.00). The Employee would waive the right to prescription eyewear for three (3) years. If the Employee leaves before three (3) years – the remaining amount will be deducted from the last pay cheque.

**DENTAL PLAN** - 100% coverage of basics, in accordance with the insurer's fee schedule.

Annual Deductible	Single	\$25.00
	Family	\$50.00

Effective January 1, 2001, 50% of Major and 50% of Orthodontics. Annual maximum on Basic and Major combined of \$1,500.00 per insured individual. Lifetime maximum on orthodontics of \$2,000.00 per insured child.

**HEALTH INSURANCE** – Drugs and medical services.

Annual Deductible	Single	\$25.00
	Family	\$50.00



The Employer agrees to increase at no cost to the Employee.

Chiropractor – A maximum of \$35.00 per visit

Massage – A maximum of \$35.00 per visit

Eye Exam – \$50.00 for Employees yearly and \$50.00 every 2 years for Dependents.

**ALBERTA HEALTH CARE – Premiums to be paid by the Employee.**

The conditions of this Appendix provide a summary of benefit coverage only. Conditions of the insurance policies and plan conditions shall govern eligibility in all respects. Such policies and plan conditions shall not be considered incorporated by reference into this Collective Agreement, although the obligation of the Employer to arrange the plan(s) on the terms set out herein is grievable. A copy of insurance policies and plan conditions will be provided to the Union including any changes that may be implemented from time to time.

Subject to the obligation of the Employer to arrange the benefit coverage above, in the event a claim for benefits made pursuant to any insurance plan is denied by the insurance carrier, the Employer shall not be held liable for such claim; and shall not be obligated to pay such benefits as were sought. Any dispute regarding eligibility or individual benefits shall be resolved strictly between the carrier and the claimant. Any such dispute as to the validity or invalidity of a claim shall not be subject, in any manner, to the grievance and arbitration procedure herein.

**Appendix C – R.R.S.P. AND BOILERMAKER NATIONAL PENSION FUND (CANADA)**

Employees shall be given the opportunity, after one (1) year of employment with the Employer, to contribute to an Employer matched R.R.S.P., as per the Wage Listing in Appendix A. This R.R.S.P. shall be registered in the individual Employees name. The Employer agrees to establish a payroll deduction system for the purpose of contributing solely to the Employee R.R.S.P., said money shall be remitted bi-weekly. The financial institution designated shall be determined by Employer.

**BOILERMAKER NATIONAL PENSION FUND (CANADA)**

Pension Information Meeting and Vote.

Should the pension be voted in, the Employer will contribute to the Boilermakers National Pension Fund (Canada) at an agreed rate to be stipulated in Appendix A for each hour earned (all straight time and overtime rates).

Employees will qualify for contributions after completing sixty (60) calendar days of employment.

The current month's contributions will be remitted by the fifteenth (15<sup>th</sup>) of the following month and must be accompanied by a report showing each Employees name, social insurance number, hours earned and the amount of the contribution.

## **Appendix D – Amalgamation of Foremost Lloydminster West Employees**

Amalgamation of Foremost Lloydminster West Shop Employees and their work into the Lloydminster North Shop, will take place upon ratification of the Collective Agreement. The Amalgamation of the West Shop Employees and their work will be included in the Boilermakers Lodge 146 Certification and be covered by the Boilermakers Collective Agreement at the Lloydminster North Shop. West Shop Employees' seniority dates are subject to verification and acceptance by the Union before Amalgamation. The Union agrees to recognize seventy-five percent (75%) of West Shop Employees' continuous employment and service credits with the Employer from their last hire date. All existing members on layoff shall be recalled by classification before any West Shop Employees are amalgamated into their classification. Upon the Amalgamation, all West Shop Employees' must become members in good standing with the Union forthwith. Union initiation fees will be in the amount of one (1) month's dues. No other charges or fees shall apply. The Union will not assert jurisdiction to the West Shop location if it is sold, leased or rented arm's length to another entity or person unrelated to the Foremost Group of Companies or if the Foremost Group of Companies repurposes it to manufacture products that are different from those produced or previously produced at the Lloydminster North Location with the exception of vac truck components and rig masts.

**MEMORANDUM OF AGREEMENT  
BOILERMAKERS UNION LABEL**

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

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

- 1) The BROTHERHOOD'S UNION LABEL is the property of the BROTHERHOOD and shall only be affixed to the EMPLOYER'S products by the UNION'S duly authorized UNION LABEL STEWARD. Such steward shall be designated to the Employer in writing by the Union.
- 2) This Memorandum of Agreement shall be valid only so long as the EMPLOYER'S LABOUR AGREEMENT with this BROTHERHOOD is approved and in full force and effect.

All the foregoing was agreed to this date January 19, 2022 at EDMONTON, ALBERTA by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO and Foremost Universal LP. (Company)

For the **INTERNATIONAL BROTHERHOOD  
BROTHERHOOD OF BOILERMAKERS**

[Redacted Signature]

Arnie Stadnick  
INT'L Vice President of Canada

[Redacted Signature]

Hugh MacDonald  
Business Manager/ SecretaryTreasurer  
Boilermakers Lodge 146

For **FOREMOST UNIVERSAL LP**

[Redacted Signature]

Mike Strilchuk  
Vice President – Energy Equipement  
Foremost Lloydminster

