

MEMORANDUM OF AGREEMENT



Amendments to the Collective Agreement



BETWEEN

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS (AFL-CIO)
Local Lodge 146**

(hereinafter referred to as the "Union")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
OF ALBERTA**

(On behalf of each of its member companies hereinafter referred to as the "Employer")

Attached hereto are amendments, which describe the changes and/or additions to the agreement which expires April 30, 2025.

The Union and the Employer have agreed to all the changes herein and are presenting this memorandum of agreement for ratification by their respective parties/constituents.

Dated this 29th day of July 2022.

For the Union:

For the Employer:

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association
of Alberta

SIGNATURE ON FILE

Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

WAGES:

- \$5.00 increase to the Journeyperson Total Wage Package in year 1, effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties.
- First Sunday in May 2023 - \$3.00 increase to the Journeyperson Total Wage Package
- First Sunday in May 2024 - \$2.50 increase to the Journeyperson Total Wage Package

TERM:

Effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties, expiring April 30, 2025. The balance of two (2), two (2) year agreements back to back.

AGREED TO ARTICLES

ARTICLE 7.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

Article 7.03 to read:

7.03

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

New respirators, proper cleaning solution and wipes will be supplied at the time of the fit-test(s) to allow employees to clean the equipment prior to use.

The Employer shall provide appropriate wet weather gear when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

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

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

Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

Article 7.07 to read:

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

The Union agrees to provide the Employer with qualified employees (including Apprentices) who hold the following core health and safety training, WHMIS 2015 (GHS), Confined Space Entry, Audiometric Testing, Fall Arrest/Fall Protection, Quantitative Respirator Fit tested, Common Safety Orientation (CSO) and Aerial Work Platform Theory (effective May 1, 2023). Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Awareness.

Job Ready/Core Training Dispatch

- 1) The joint BCA/Lodge 146 Liaison committee will develop a "core training" dispatch program which may include agreed upon training certifications applicable to the industry and the development of a database to track the training.
- 2) In addition The Education Trust Fund will provide OSSA Regional Orientation Training, CSTS Training with an implementation date no later than December 31, 2015 and the Parties will develop a plan for expanding the job ready dispatch program to include OSSA Certified Fall Arrest Training, OSSA Certified Confined Space Training and Respirator Fit Test qualification through the Education Trust Fund.
- 3) The Parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than sixty (60) calendar days.

Article 7.08 to read:

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

ARTICLE 8.00 – WELDING TESTS

Article 8.01 to read:

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

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

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

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

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

ARTICLE 10.00 – STEWARDS

Article 10.01 to read:

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

Article 10.02 to read:

10.02 It will be his duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement. The Union agrees that the **Job** Steward's duties shall be performed as expeditiously as possible, and the Employer agrees to allow the **Job** Steward a reasonable time for the performance of those duties. On all jobsites falling under this agreement, the **Job** Steward shall be permitted to meet new workers on their date of hire to introduce themselves when the Employee hires on. When employees are laid off, the Job Steward and/or Union will normally be provided with the names of those being laid off in advance of the contractor advising the affected employees.

Article 10.03 to read:

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

Article 10.05 to read:

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

ARTICLE 11.00 – GRIEVANCE PROCEDURE

Article 11.05 to read:

Within ten (10) working days of receipt of notification from the Business Manager/Secretary Treasurer in 11.04, the grievance shall be discussed at a meeting between the Business Manager/**Secretary-Treasurer** or his **designated representative** and a representative of the Employer. After this meeting, the Employer shall give his answer to the Business Manager/Secretary Treasurer in writing within ten (10) working days.

Article 11.07 to read:

- a) **If a difference arises between the parties to or persons bound by this collective agreement as to the interpretation, application, operation or contravention or alleged contravention of this agreement or as to whether such a difference can be the subject of arbitration, the parties agree to communicate and/or meet and endeavour to resolve the difference.**
 - (i) **Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon.**
- b) **If the parties are unable to resolve a difference referred to in clause (a), either party may notify the other in writing of its desire to submit the difference to arbitration.**
- c) **The notice referred to in clause (b) shall**
 - (i) **contain a statement of the difference, and**
 - (ii) **specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.**
- d) **On receipt of a notice referred to in clause (b), the party receiving the notice**
 - (i) **if it accepts the person or one of the persons suggested to**

act as arbitrator, shall, within 7 days, notify the other party accordingly, and the difference shall be submitted to the arbitrator, or

(ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within 7 days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

- e) If the parties are unable to agree on a person to act as the single arbitrator, either party may request under the Labour Relations Code to the Director in writing to appoint a single arbitrator.**
- f) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.**
- g) The arbitrator shall inquire into the difference and issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.**
- h) The parties agree to share equally the expenses of the arbitrator.**
- i) Except as permitted in clause (j), the arbitrator shall not alter, amend or change the terms or conditions of the collective agreement.**
- j) If the arbitrator by the arbitrator's award determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.**
- k) Where the arbitrator determines that an employee has been discharged or disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator may substitute for the discharge or discipline some other penalty that in the arbitrator's opinion is just and reasonable in the circumstances.**
- l) The arbitrator may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.**
- m) (i) If the parties to a collective agreement that provides for the appointment of a single arbitrator are unable to agree on a person to act as a single arbitrator within 14 days after the notice requiring that the matter go to arbitration, or any longer period that the collective agreement may contain for the selection of a single arbitrator, either party may, in writing, request the Director to appoint a single arbitrator.**
 - (ii) The expenses and remuneration of a single arbitrator**

appointed under subsection (1) shall be paid jointly by the parties.

ARTICLE 19.00 - TRAVELLING EXPENSES

Article 19.01 (b) to read:

- (b) For projects beyond the forty-five (45) kilometer radius free zone for which daily travel is required, the Employer will have the following options:
- To provide transportation and pay a travel allowance, or
 - Reimburse the Employee, as a vehicle allowance, at a transportation rate as set out in the Wage and Benefit Schedule, per road kilometer travelled each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on travelling at 80 kilometers per hour at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest most appropriate route to the project and return to the intersecting point.

Example: A Journeyman travelling to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked.

Travel Allowance = 2 x 40 km / 80 km/hr.
= 1 hour at base rate
= \$44.81 (i.e. May 3, 2015 rate) **Update formula with new rate**

Vehicle Allowance = 2 x 40 km X transportation rate **Update formula with new rate**
(Assume transportation rate = 52 cents/km)
= \$41.60

Total: Where Employee drives = \$86.41
Total: Where Employer provides transportation = \$44.81

The **BCA and Boilermakers Lodge 146** shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The **BCA and Boilermakers Lodge 146** shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, **for the term of the agreement which expires April 30, 2025**, to the rate so determined by the **BCA and Boilermakers Lodge 146**.

Article 19.01 (c) (i) to read:

- (c) (i) Employees directed or dispatched to a project from which they do not return daily shall be paid a travel allowance for initial travel and transportation to the project and return, upon termination of the job or his employment, based upon a radius from Edmonton City Hall as follows:
- Up to 200 kilometers:
\$98.00 each way
 - Over 200 kilometers to 300 kilometers:
\$139.00 each
 - Over 300 kilometers to 375 kilometers:
(Includes the Empress Area)
\$168.00 each way
 - Over 375 kilometers to 475 kilometers:
\$250.00 each way
or actual airfare if suitable proof of air transport is provided to the Employer.
If a taxi is utilized, a receipt is required.
 - Over 475 kilometers – as mutually agreed between the parties to this Agreement to a maximum of **\$383.00** or airfare inclusive of taxes in the event this is the most practical method of accessing the project. If a taxi is utilized, a receipt is required.

The Initial and Return Transportation Allowances set out herein shall be subject to review in January of each year. In the event that there is a adjustment in the vehicle allowance, pursuant to the Wage and Benefit schedule, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year, **for the term of the collective agreement which expires April 30, 2025**. For example, if for **2023**, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, **2023**.

Notwithstanding the above, when transportation is provided by the Employer, no travel allowance will be paid.

Article 19.05 (a) and (b) to read:

19.05 Rotation Allowances:

- (a) On jobs located beyond three hundred (300) kilometers radius to a maximum of four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:
- (i) Pay an allowance of: **\$194.00**
after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
Where the Employee accepts Employer supplied transportation, he shall not be entitled to the above allowance.

The Rotational leave allowances set out herein shall be subject to review in January of each year. In the event that there is a adjustment in the vehicle allowance, pursuant to the wage and Benefit schedule, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year, **for the term of the collective agreement which expires April 30, 2025**. For example, if for **2023**, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, **2023**.

- (ii) Allow the Employee five (5) working days leave after thirty-five (35) calendar days of employment on the job.

- (b) On jobs located beyond a four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled airline airfare where scheduled air service is available, or pay an allowance of:

\$348.00 where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

 - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

Amend Letter 3 to read:

LETTER 3

**LETTER OF UNDERSTANDING
BETWEEN
BOILERMAKERS CONTRACTORS' ASSOCIATION
AND
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS**

Letter Referred To In Article 30.00 – Tank Work Employers

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

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

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

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

If the Local does not have experienced Automatic Vertical Welder operators, Automatic Girth Welder operators or Down Flat Welding Machine operators, the employer is able to source any of the listed operators from other Boilermaker Canadian Construction Local Lodges. Notwithstanding, the Employer will make every reasonable effort to train Local members on automatic welding equipment where feasible.

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

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

Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be

paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

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

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

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

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

Dated: 29th Day of July, 2022

For the Union:

For the Employer:

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association
of Alberta

SIGNATURE ON FILE

Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

Amend Letter 4 to read:

LETTER 4

**LETTER OF UNDERSTANDING
BETWEEN
BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA
AND
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 146**

TIG WELDER INCENTIVE TEST FEE

In keeping with the terms and conditions of the Alberta Boilermakers Collective Labour Agreement negotiated between Boilermakers Local Lodge 146 and the Boilermaker Contractors Association of Alberta that provides for an incentive for TIG welders, the parties have agreed to the following in keeping with Article 8.07.

A welder who is required by the Employer or the Employer's Client to perform on any Stainless Steel TIG or specialized alloy TIG welding test will be paid a testing fee of one hundred and seventy-five (\$175.00) dollars providing they meet the following criteria:

- (a) The welder must successfully pass the relevant test.
- (b) The welder remains on the project a minimum of thirty (30) calendar days or until lay off, whichever occurs first
- (c) The welder cannot refuse to utilize the tested procedure while employed on the project.

Provided these criteria are met, the welder incentive test fee will be paid after thirty calendar days of employment or upon lay off, whichever occurs first.

This Letter of Understanding is effective **for the term of the agreement. The term of the collective agreement is effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties, and expires April 30, 2025.**

DATE: 29th Day of July, 2022

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION OF ALBERTA**

SIGNATURE ON FILE

**MARTY ALBRIGHT
DIRECTOR OF LABOUR RELATIONS**

SIGNATURE ON FILE

**GLENN TARDIF
CHAIR, BOARD OF DIRECTORS**

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, LODGE 146**

SIGNATURE ON FILE

**HUGH MACDONALD
BUSINESS MANAGER/ SECRETARY-
TREASURER**

SIGNATURE ON FILE

**DEAN MILTON
CHAIR, BARGAINING COMMITTEE**

Amend letter number, bullet 6, date and signatures to read:

LETTER #6

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

Re: Referral for Case Managed Aftercare

Whereas:

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

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

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

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

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

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

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

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

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

All of which is agreed this 29th day of July, 2022:

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local 146

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

Amend letter number, bullet 5, date and signatures to read:

LETTER #7
Letter of Understanding
by and between
Boilermaker Contractors' Association of Alberta
(the "Association")
and
International Brotherhood of Boilermakers Local Lodge 146
(the "Union")

Re: Rapid Site Access Program

Whereas:

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

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

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

All of which is agreed this 29th day of July, 2022:

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

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

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

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Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

Amend letter number, bullet 4, date and signatures to read:

LETTER #8

LETTER OF UNDERSTANDING

By and Between

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

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

Re: Continuing Case Managed Aftercare

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

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

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

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

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

testing and case management services provided by the third party case administrator and administrative costs.

- 3) Where the Union and the individual have agreed in writing to participate in continuing case managed aftercare including offsite testing and where the individual has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off-site follow up test, the individual's status will be classified as inactive. The individual, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the 3rd party case administrator. The individual will be required to self-fund all associated costs (as listed in 2) above) and comply with the recommendations as reported in the SAE Report to be classified as active.
- 4) This Letter of Understanding shall be attached to and form part of the ICI ~~maintenance~~ agreement between the parties and its duration will mirror that of the agreement.

Date: July 29th, 2022

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

SIGNATURE ON FILE

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

Signed of behalf of the:
Boilermaker Contractors'
Association Blacksmiths,

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths,
Forgers and Helpers Local 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors'
Association

Amend letter number, date and signatures to read:

LETTER #9

LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association of Alberta

(hereinafter referred to as the "BCA ")

and

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,

Forgers and Helpers-Local Lodge 146

(Hereinafter referred to as the "Union")

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

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

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

Date: July 29th, 2022

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

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

**Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association**

SIGNATURE ON FILE

**Dean Milton
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local 146**

SIGNATURE ON FILE

**Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association**

OTHER ITEMS AGREED TO:

1. The BCA offer to settle accepted by the Bargaining Committee of Boilermakers Local 146 includes all items agreed to between the parties to date and all other outstanding proposals by either party are withdrawn.
2. The BCA offer to settle accepted by the Bargaining Committee of Boilermakers Local 146 is conditional upon the International Brotherhood of Boilermakers, Iron Ship Builders, Forgers and Helpers, Local Lodge 146 withdrawing their application of April 29, 2022 for review of the Dr. Allen Ponak Award dated March 31, 2022.
3. Job Ready Dispatch (JRD) funding (\$0.10 in year one / \$0.05 in year two / \$0.05 in year three), employer contribution, outside of the total wage package, and be identified as a separate line item (outside of the total wage package) for JRD in the Wage and Benefit Schedule.

HOUSEKEEPING ITEMS:

1. Amend cover page effective date to new term of the collective agreement (Effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties, expiring April 30, 2025. The balance of two (2), two (2) year agreements back to back.)
2. Amend Article 1.01 (3rd paragraph) and Article 23.01 to reference new Memorandum of Agreement date.
3. Amend Article 8.07 to reference new duration/term of the collective agreement. (Effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties, expiring April 30, 2025. The balance of two (2), two (2) year agreements back to back.)
4. Amend existing Article 23.02 to delete the current language and amend with Wages to be adjusted as follows:
 - \$5.00 increase to the Journeyperson Total Wage Package in year 1, effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties.
 - First Sunday in May 2023 - \$3.00 increase to the Journeyperson Total Wage Package
 - First Sunday in May 2024 - \$2.50 increase to the Journeyperson Total Wage Package
5. Amend Article 32.02 to reference new date of April 30, 2025.
6. Delete existing Letter 5.
7. Re-number existing Letter 6 (Acceptable Receipt for Subsistence Reimbursement) to Letter 5

- 8.** Add/re-number letters (6, 7, 8 and 9) to be in numerical order. Amend Letter 6, 7, 8 and 9 date and signatures.
- 9.** Update/amend Address listing.
- 10.** References to the Building Trades of Alberta (BTA) to be removed from the collective agreement.
- 11.** The parties have agreed to all housekeeping items related to grammar, punctuation and capitalization.