



SHOP WORK AGREEMENT

ARTICLES OF AGREEMENT

between

Advance Tank Centres Ltd.

(Hereinafter referred to as the "Employer")

and

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS,
LOCAL LODGE 146, A.F. OF L., C.I.O.**

(Hereinafter referred to as the "Union")

Effective:

September 1, 2024, to August 31, 2027

TABLE OF CONTENTS

Article 1	Recognition, Scope & Purpose of Agreement	page 3
Article 2	Management	page 3
Article 3	Responsibilities of Employees	page 4
Article 4	Union Security	page 4
Article 5	Hours of Work.....	page 5
Article 6	Statutory Holidays	page 6
Article 7	Vacations.....	page 6
Article 8	RRSP	page 7
Article 9	Safety & Health.....	page 7
Article 10	Reporting Allowance.....	page 9
Article 11	Seniority	page 9
Article 12	Shop Committee.....	page 11
Article 13	Grievance Procedure.....	page 11
Article 14	No Strikes or Lockouts	page 13
Article 15	Plant Visitations	page 13
Article 16	Duration of Agreement	page 13
Article 17	Savings Clause	page 13
Article 18	Letter of Interpretation, Understanding and/or.....	page 13
	Addendums, Appendixes	
Article 19	Benefits	page 14
Article 20	Apprenticeship.....	page 14
	Signature Page.....	page 15
ADDENDUMS		
I	Wages	page 16

THIS AGREEMENT, governing wages and working conditions in the Employer's Assembly Shop, shall govern the relations between the Union and the Employer.

- The term "Employer" as used in this Collective Agreement means Advance Tank Centres Ltd., Calgary Branch located at 5502 56 Ave SE, Calgary, AB T2C 4M6.
- The term "Management" means the Branch Manager, Service Manager, and/or their designate/s of the Employer's Calgary facility, and/or Employer Human Resources.
- The term "Union" as used in this Collective Agreement means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge No. 146, Certificate Number: 55-2017.
- The term "Agreement" as used in this Collective Agreement means this Collective Bargaining Agreement.
- Terms related to gender will include all genders.

ARTICLE 1: RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- 1.01 The Employer recognizes the Union as the sole Bargaining Agent for all its fabrication and service Employees in the performance of all fabrication and repair work in the Employer's facility.
- 1.02 The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to its customers.
- 1.03 This Collective Agreement shall cover all hourly paid Employees as listed under Addendum I and within the jurisdiction of Local Lodge 146 and shall pertain to no others.
- 1.04 All reference to weeks, days or hours as time periods, are to be considered as working weeks, working days or working hours unless a contrary intention is expressed.

ARTICLE 2: MANAGEMENT

- 2.01 It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The number of Employees required for any classification or operation, the location of jobs, the choice of equipment, the schedules of service, the methods and means of service are solely and exclusively the responsibility of the Employer.
- 2.02 The Employer has the right to make and alter rules and regulations to be observed by Employees, provided that they are not inconsistent with this Collective Agreement. Unless specifically involving safety issues, there will be a one (1) week grace period before the rules are enforced.
- 2.03 It is the exclusive function of the Employer to select for hire, promote, demote, transfer, assign work, train, suspend, discipline, layoff or discharge for just cause, Employees in the Bargaining Unit, subject to provisions of this Collective Agreement.
- 2.04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

ARTICLE 3: RESPONSIBILITIES OF EMPLOYEES

- 3.01 New Employees are expected to come to work with their tools. Tools are to be of industrial quality and meet current CSA standards. At the beginning of the calendar year following the anniversary date of the Collective Agreement, the Employee will be eligible for up to four hundred dollars (\$400.00) for a tool allowance on a prorated basis depending on the length of time worked. Unused tool allowances may be carried over to the following calendar year.
- 3.02 Any Employee found misusing Employer tools, equipment or property, will be subject to disciplinary action. Responsibility for normal wear and tear of property supplied by the Employer is accepted by the Employer on return of broken or worn tools. The Employer shall provide adequate protection and storage for all tools taken out on any job or work.
- 3.03 Employees shall adhere to all duties, conditions, and responsibilities and terms of employment posted or published by the Employer, providing they are not inconsistent with this Collective Agreement.

ARTICLE 4: UNION SECURITY

- 4.01 In accordance with the applicable statutes of the Province of Alberta, every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new Employee will join and maintain membership in the Union as a condition of their employment.

The Employer shall deduct from the wage of each Employee in the Bargaining Unit, Union Dues in the amount certified by the Union to the Employer to be currently in effect according to the Union. Such deductions shall be deducted on the first pay period of each month and forwarded to the Business Manager/Secretary Treasurer of Local Lodge 146 before the fifteen (15th) day of the following month to the International Brotherhood of Boilermakers Union Local 146, 15220 114 Ave, Edmonton, Alberta, T5M 2Z2. The monthly dues remittances shall be accompanied by the names and the amount of dues or levies of the Employees whose dues or levies were deducted.

- 4.02 All new Employees or those recalled from layoff, must report to the Union office and sign the appropriate forms prior to their start date. On their start date, they must report to the Service Manager or their designated who will direct the Employees to the Shop Steward or a member of the Shop Committee, producing the Shop Steward's copy of the dispatch slip before going to work.

- 4.03 Medical Note:

Any Employee who will not be at work on their scheduled shift due to illness or other reasons, must call and leave a message on the Employer's designated phone, prior to the start of the shift. For absences of three (3) or more days due to illness, the Employer may request the Employee to provide a doctor's note. In such cases and the Employer requests for accommodation information, the Employer will pay for the cost of the doctor's note, statement or forms up to a maximum of eighty dollars (\$80.00).

The Employer will not pay for medical notes or forms related to insurance claims or forms, or other Employee requests.

- 4.04 Discipline:
When an Employee exhibits continued absenteeism, lack of performance or infractions of the Collective Agreement and/or Employer safety rules or regulations, the following steps shall be taken by the Service Manager or their designated alternate. If the Employee has not received a warning within any six (6) month period, any previous warnings will be removed from their record. Suspensions will be removed after twelve (12) months.

STEP 1

A coaching moment with written record for a first offence.

STEP 2

A written warning for a second offence.

STEP 3

A 1 to 5 day suspension without pay for a third offence.

STEP 4

Immediate discharge for a fourth offence.

Any Employee being discharged will only be paid up to the time of discharge. Under no circumstances shall this section override Management's authority to dismiss or discipline any Employee at any time in the case of proper cause.

ARTICLE 5: HOURS OF WORK

- 5.01 Normal hours of work shall be from 07:30 hours to 16:00 hours on a five (5) day per week schedule.
- 5.02 The Employer shall notify the Union prior to any change in starting or finishing time. In addition, the starting and quitting time of an individual Employee may be changed with their agreement.
- 5.03 An Employee shall not be required to work during their regular breaks except in emergency, in which case they will receive a re-assigned break.
- 5.04 (a) The unpaid lunch period shall not be less than thirty (30) minutes. If an Employee works during the lunch period, equivalent time off shall be arranged with their Supervisor.
- (b) There shall be two (2) paid rest periods, for fifteen (15) minutes each, allowed on each shift at a time mutually agreed upon between the Employer and the Union.
- 5.05 Employees have a responsibility to the Employer to be at work on a regular basis Monday through Friday for their full shift.
- 5.06 Overtime work shall be on a voluntary basis and Employees shall not be required to work overtime except in cases where the Employer is pressed by customer demand. Where customer demand is identified, the Employer may select Employees who will be required to work the necessary overtime unless they have a valid reason why they cannot work the requested overtime.

It is the Employer's right to schedule overtime. The Employer shall make every effort to ensure that requests for Employees to work overtime shall be distributed fairly, while also allowing the Employer to maintain efficient and continuous operation of the plant. Overtime shall not be unreasonably refused.

Overtime rate of one and one-half (1 ½) will be paid for hours worked in excess of the scheduled daily shift hours and in excess of forty (40) regular hours in the work week. Based on an eight (8) hour shift being worked, only the first eight (8) hours in a shift will be used to calculate the total hours worked for daily and weekly overtime calculations.

When an Employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of their regular shift, a hot meal shall be provided. In lieu of the hot meal, a twenty-dollar (\$20.00) meal allowance may be paid at the Employer's discretion.

When the Employee is working scheduled overtime of more than two (2) hours beyond quitting time of their regular shift, they shall be given twenty (20) minutes to consume their meal at the end of the first two (2) hours of overtime.

ARTICLE 6: STATUTORY HOLIDAYS

6.01 Payment will be made (without rendering service) for the following paid Statutory Holidays:

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

An Employee is not entitled to General Holiday pay if the Employee is absent from their employment without the consent of their Employer on the Employee's last regular working day preceding, or the Employee's first regular working day following, a General Holiday.

6.02 Payment shall be made for the regular hours worked at the current rate of pay for each of the above mentioned Holidays.

6.03 When an Employee works on a Statutory Holiday, they shall be paid in addition to their holiday pay, one and one-half (1½) times their regular rate for all hours worked, unless the Employee is given an alternate day off at a time selected by the Employer.

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

6.05 Statutory Holidays will be observed on the day of the Holiday. If the Holiday falls on a Saturday or Sunday, the Employer will give the Employees a day in lieu of the holiday, as posted by the Employer.

ARTICLE 7: VACATIONS

7.01 Annual vacations with pay will be granted in accordance with the Employment Standards Code except:

(a) during an Employee's first three (3) years of employment with the Employer, the Employee shall be entitled to two (2) weeks annual vacation with vacation pay calculated at four percent (4%) as per the Employment Standards Code of the Employee's wages for the year of employment with respect to which the vacation is earned.

(b) where an Employee has completed three (3) years of employment with the Employer, the Employee shall be entitled to three (3) weeks annual vacation with pay. The vacation pay is to be paid for this annual vacation shall be calculated as six percent (6%) of the Employee's earnings for the year of employment with respect to which the vacation is earned.

(c) where an Employee has completed ten (10) years of employment with the Employer, the Employee shall be entitled to four (4) weeks annual vacation with pay. The vacation pay to be paid for this annual vacation shall be calculated at seven point six nine percent (7.69%) of the Employee's earnings for the year of employment with respect to which the vacation is earned.

(d) where an Employee has completed twenty (20) years of employment with the Employer, the Employee shall be entitled to five (5) weeks annual vacation with pay. The vacation pay to be paid for this annual vacation shall be calculated at nine point six two percent (9.62%) of the Employee's earnings for the year of employment with respect to which the vacation is earned.

In the event that the Employment Standards Code is rescinded or amended during the life of this Collective Agreement, the vacation provisions as provided in the Code at the date this Collective Agreement was signed, shall be continued for the remaining life of this Collective Agreement.

Vacation will be scheduled sometime within the Calendar year after the year it is earned. Vacation leave will be granted on a first come first serve basis taking service, production, and customer needs into consideration. Vacation is prorated in the year of hire, in transition years from one level to another and in the year employment ends.

Employees are expected to utilize their vacation time off and will receive their vacation pay at the time taken. If an Employee fails to utilize all their vacation entitlement in the year following the year it is earned, the Employee will forfeit any time above the provincial labour standards minimums. To clarify, a payout for unused vacation will occur.

Employees may receive approval by the Branch Manager or Service Manager to take vacation earned in the current year, but they will not be allowed to take time that has not been already earned.

- 7.02 Time lost by an Employee up to a maximum of one (1) year as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board (WCB), or authorized leave of absence, shall be considered as time worked for the purpose of qualifying for vacation. Computation of vacation pay will be on their gross earnings.
- 7.03 If the Employer or Employee wishes to request a change to a previously agreed vacation period, at least two (2) weeks written notice shall be given.

ARTICLE 8: RRSP

- 8.01 RRSP
The Employer will provide a group RRSP plan to which the Employee may contribute.

ARTICLE 9: SAFETY AND HEALTH

- 9.01 If an Employee meets with an accident during working hours, they shall report the accident to their Supervisor, HSE Coordinator 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. Follow-up treatment as much as is practical will be received before or following working hours.

9.02 The Employer shall make reasonable provision for the safety and health of the Employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect Employees from injury shall be provided by the Employer.

The Employer can, in the interest of facility safety, insist on Employees wearing certain protective devices. Disregard of this regulation may be deemed sufficient reason for disciplinary action or dismissal.

It is mutually agreed that the Union and Management shall select no less than the recommended number of representatives as per the provincial Occupational Health & Safety (OH&S) Regulations. The Employer and OH&S committee will follow provincial OH&S Act and Code.

The Employer and the Employees shall observe the simple rules of good housekeeping and sanitation.

9.03 Bereavement:

In the case of a death in the immediate family of an Employee, that is, the parent, brother, sister, spouse, or child, the Employer will grant leave of absence with pay up to and including the day of the funeral, but not exceeding three (3) days leave, provided the Employee takes the day(s) off work and attends the funeral and said privilege shall not be abused. Additional time without pay may be requested in writing and approved.

In the case of the death of an Employee's grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the Employer shall grant one (1) day's leave of absence with pay provided the Employee takes the day off work and attends the funeral. Additional time without pay may be requested in writing and approved.

Bereavement/Funeral Leave pay shall be equal to the regular hourly rate of the Employee.

Bereavement/Funeral Leave pay will not be considered hours worked for purposes of calculating overtime.

In the event that Bereavement/Funeral Leave pay is granted, the Employee is expected to attend the funeral of the relative for which the Bereavement/Funeral Leave was requested.

The Employer reserves the right to inquire as to the name, and nature of the relationship with the deceased, and the name of the funeral home responsible for handling the arrangements. Proof of relationship and/or attendance at the funeral may be required.

Bereavement/Funeral Leave pay will not be granted in the event that the Employer does not receive reasonable advance-notice of the required absence, and the intended return to work date of the Employee.

9.04 Work Clothes:

All Employees are required to wear appropriate work clothing while on the job.

For Employees who participate in the coverall program, the Employer agrees to pay for work clothing, as determined by the Employer for service Employees. Employees agree to pay the cost of lost, missing or unreturned coveralls. Employees participating in the coverall program are expected to sign an agreement with the Employer for deducting the cost of lost, missing or unreturned coveralls.

9.05 Safety Boot Allowance

New Employees are expected to come to work with the appropriate CSA approved safety footwear.

Safety footwear to be CSA approved, of an industrial quality approved for the type of work being performed, and confirmed by the OHS Committee and approved by the Employer.

For each Employee past their probationary period, following twelve (12) months from last purchase, the Employer will pay up to three hundred dollars (\$300.00) to such Employee for a safety boot allowance including toecaps and/or insoles. Proof of purchase will be required.

ARTICLE 10: REPORTING ALLOWANCE

10.01 Any Employee who reports for work at their scheduled shift shall be paid for the actual time worked, or for four (4) hours pay, unless the Employer made attempts to notify the Employee not to report for work or unless the unavailability of work was due to conditions beyond the control of the Employer.

10.02 An Employee called back after they have completed their full scheduled shift and have left the facility, shall be paid for a minimum of four (4) hours at time and one half (1-1/2x) their regular rate of pay.

ARTICLE 11: SENIORITY

11.01 An Employee shall not be entitled to seniority rights until they have served one thousand (1,000) worked hours. A probationary Employee who is discharged shall not be entitled to grieve the discharge. (Note that notice pay applies after three (3) months worked as per labour standards).

A seniority list will be provided with the Employee name, classification and seniority date at a minimum of annually or upon request.

11.02 The parties recognize that job opportunity and security shall increase in proportion to qualifications and length of service. It is, therefore, agreed that in all cases of vacancies, promotions, transfers, layoffs, and recall after layoffs, qualified Senior Employees shall be entitled to preference provided such Employees have the skill, ability and training with the Employer to efficiently perform the work available.

Should it be necessary to reduce the working forces on the job, the Employer shall lay-off their employees in the following sequence.

1. The Non-Member/Permit in a classification.
2. Travel Card Members from other locals in a classification.
3. Members of Local Lodge 146.

11.03 Employees laid-off shall retain their seniority accumulated to the time of layoff, provided the layoff does not exceed six (6) months or the Employee returns to work within one (1) week after post-marked date of written notice of recall sent by registered mail to the Employee's last known address in order to preserve their seniority rights.

- 11.04 Accumulated seniority shall be lost to any Employee if:
- a) They are discharged.
 - b) They voluntarily quit.
 - c) They fail to report to the Employer or produce a medical certificate within three (3) working days after being notified to report to work following layoff.
 - d) They are absent from work for three (3) consecutive working days without notifying the Employer or, they notify of the cause of their absence and that cause is not reasonable.
 - e) They fail to report to work and return following the conclusion of an approved leave of absence or vacation.
 - f) Layoff exceeds six (6) months.

11.05 Any Employee absent for reason of illness or injury, shall accrue seniority up to a maximum of twelve (12) months as a result of sickness covered by medical certificate accepted and approved by insurance carrier, or an accident recognized by the Workers Compensation Board (WCB).

11.06(a) Layoff Notice:

1. When it becomes necessary to layoff Employee(s), the determination as to the Employee(s) who is to be laid off shall be made in accordance with the foregoing provisions of Article 11.02 and the following shall apply:
2. Short Term layoffs: are layoffs of five (5) consecutive working days or less which are due to lack of work or breakdown of machinery, floods, fires or Acts of God. No notice is required for such layoffs.
3. Temporary layoffs: are layoffs exceeding five (5) consecutive working days but less than sixty (60) calendar days. For such layoff, Employees with more than sixty (60) days service shall receive two (2) days' notice.
4. Layoffs must comply with the Employment Standards Code.
5. Unless permission has been granted, an Employee who fails to report for work during the notice period, shall be deemed to have quit.

11.06(b) The parties recognize that job opportunity and security shall increase in proportion to qualifications and length of service. It is, therefore, agreed that in all cases of vacancies, promotions, transfers, layoffs, and recall after layoffs, qualified Senior Employees shall be entitled to preference provided such Employees have the skill, ability and training with the Employer to efficiently perform the work available.

Recall Procedure:

When forces are to be increased by means of recall, the following shall apply:

The Employer shall make the determination of Employees to be recalled on the basis of seniority within individual job classifications.

Employees being recalled shall be notified in accordance with Section 11:02.

The Employer will advise the Shop Steward of the names of Employees being recalled in advance of the recall.

The Employer will recall their Employees in the following sequence.

1. Members of Local Lodge 146
2. Travel Card Members from other locals in a classification.
3. The Non-Member/Permit in a classification.

ARTICLE 12: SHOP COMMITTEE

- 12.01 The importance of the Union maintaining at all times a Shop Committee consisting of qualified Employees of the Employer familiar with facility conditions is recognized.
- 12.02 The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than one (1) or more than three (3) Employees. The Chairman of this Committee shall be the Shop Steward and owing to the nature of their work on this Committee, it is deemed important that seniority does not affect their layoff. Therefore, in the event of layoff, they shall be the second (2nd) last person off the job provided there is work available for which they are qualified. The Shop Steward shall work only on days and not be required to work either the second or third shifts. In the event the Shop Steward is to be laid off, the Business Representative will be notified in time to appoint a successor. The Shop Steward shall receive their regular rate of pay for time spent within reason, during their working hours in investigating or settling grievances in accordance with the grievance procedure set forth in Article 13. This clause shall not apply to time spent away from the job at arbitration hearings, Union training, Union meetings, Union conferences or in preparation thereof away from the job. The Employer will pay for the first two (2) days of bargaining.
- 12.03 The Shop Committee shall act in the capacity of the Grievance Committee and the names of the Committee shall be provided in writing to the Employer.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.01 Should differences arise between the Employer and the Union as to the meaning, application, operation or alleged violation of this Collective Agreement, the said differences shall be resolved through the operation of the Grievance Procedure but shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Collective Agreement.
- 13.02 The differences referred to above may be taken up in the following manner, but not later than five (5) working days after the alleged grievance occurs.

STEP 1

Between the aggrieved Employee or Employees, with the Shop Steward and the Service Manager. The aggrieved Employee or Employees shall have the right to decide whether they wish to be represented by the Shop Steward. If agreement is not reached as Step 1, the grievance shall be submitted in writing.

STEP 2

Between the Employee or Employees with or without the Shop Steward, and Branch Manager, or their designate(s) who shall give their decision in writing within five (5) working days. Failing settlement at this step, the grievance will be dealt with as follows.

STEP 3

Between the Shop Steward, the Union Business Representative or their designate, with or without the Employee(s) and the Director, Human Resources, the Branch Manager and/or any representative(s) designated by Management. A written decision will be given by Management within five (5) working days.

13.03 If any grievance is not satisfactorily settled under the provisions of the Grievance Procedure within five (5) working days or such longer time as may be mutually agreed upon in writing, then the matter may be referred to a Board of Arbitration under Article 13.10 of the Collective Agreement.

13.04 Arbitration:

Any differences or disputes between the Employer and the Union, or between the Employer and Employee(s), relating to the interpretation, application, administration or alleged violation of the Collective Agreement that has not been satisfactorily resolved pursuant to the Grievance Procedure outlined in Article 13:00, may be submitted to Arbitration. Either party desiring to proceed to Arbitration must notify the other in writing within ten (10) days following the completion of Step 3 of the Grievance Procedure.

A sole Arbitrator will conduct the arbitration proceedings. The parties will endeavor to select the single Arbitrator without delay. Either party may apply to the Minister of Labour pursuant to the Labour Relations Code to select the Arbitrator in the event that the parties cannot reach an agreement on the Arbitrator in a reasonable time.

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

The Arbitrator will issue a decision in writing, such decision shall be final and binding upon the parties and Employees affected by it.

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

13.05 Any time limits imposed by the Grievance Procedure may be extended by mutual agreement in writing.

13.06 The Union shall have the right to initiate a group grievance or a grievance of a general nature, at Step 3 of this Article.

13.07 Management shall have the right to initiate a grievance at Step 3 of this Article.

13.08 Settlements reached at any step of the Grievance Procedure, including Arbitration, shall apply to the case in question and shall not set precedents for future cases.

13.09 Probationary Employees shall not be permitted to file a grievance nor shall the subject of dismissal of probationary Employees be the subject of a grievance.

ARTICLE 14: NO STRIKES OR LOCKOUTS

- 14.01 The Employer agrees that it will not cause or direct any lockout of its Employees for the term of this Collective Agreement. The Union agrees that neither it, nor its Representatives will, during their term of this Collective Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slowdown or curtailment or restriction of production, or interference with work in or about the Employer's plant or premises. The Union further agrees that any Employee, or Employees participating in, taking part in, instigating or assisting in instigating, in such strike, picketing, sit-down, stand-in, slowdown or curtailment or restriction of production, interference with work in or about the Employer's plant or premises for the duration of this Collective Agreement, shall be subject to discipline or discharge. The term "slow down" shall mean a condition or willful restriction or reduction of production by an Employee which is within such Employee's reasonable control.

ARTICLE 15: PLANT VISITATION

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

ARTICLE 16: DURATION OF AGREEMENT

- 16.01 This Collective Agreement will be a three (3) year agreement.

ARTICLE 17: SAVINGS CLAUSE

- 17.01 In the event any provision of this Collective Agreement is in conflict with the applicable laws of Canada and/or the Provincial Statutes, the parties agree to re-negotiate such provisions for the purpose of making it conform to such applicable laws of Canada and/or the Provincial Statutes where required. However, all other provisions of this Collective Agreement shall remain in force.

ARTICLE 18: LETTER OF INTERPRETATION, UNDERSTANDING AND/OR APPENDUMS, APPENDIXES

- 18.01 Any letters of interpretation, understanding and/or addendums, appendixes, mutually agreed to by both the Union and Employer, shall be considered to be part of this Collective Agreement, for the duration of this Collective Agreement and shall be automatically extended unless either party provides written notice to alter, amend or delete such letters prior to the commencement of negotiations.

ARTICLE 19: BENEFITS

- 19.01 The Employer will pay the premium to provide the following benefits for eligible Employees and their dependents according to the terms of the insurance policy in force at the relevant time.
- Life Insurance benefits.
 - AD&D insurance benefits
 - Extended Health Care benefits.
 - Dental Care benefits.

The Employee will pay one hundred percent (100%) of the premium to provide for weekly indemnity and long-term disability benefits in accordance with the terms of the insurance policy in force at the relevant time.

An eligible Employee is a person who is employed on a regular full-time basis for not less than twenty-five (25) hours per week and has completed six (6) continuous months of full-time employment under the terms and conditions of the insurance policy in force at the relevant time and continues to actively work not less than twenty-five (25) hours per week to maintain eligibility. This can be reduced to three (3) months, at the Employer's discretion, if the Employee was covered by another health insurance plan within sixty (60) days of beginning employment at Advance Tank Centres Ltd. Employees are eligible to participate in the weekly indemnity and long-term disability benefits after three (3) months of continuous employment.

ARTICLE 20: APPRENTICESHIP

- 20.01 The Employer will continue the Training Apprenticeship Supplemental Unemployment Benefit (SUB) Program under the terms and conditions of the SUB plan for the duration of this Collective Agreement or unless the federal governing body responsible for the SUB plan cancels the program early or unless the federal governing body responsible for the SUB plan changes the terms of the program whichever is earlier. At the time of the signing of the SUB plan, the federal governing body was Service Canada.

IN WITNESS THEREOF the parties hereto have executed this Collective Agreement the 14 day of November 2024.

SHOP WORK AGREEMENT

between:

Advance Tank Centres Ltd.

("Employer")

and:

INTERNATIONAL ASSOCIATIONS OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND
HELPERS, LOCAL LODGE 146, A.F. OF

L., C.I.O.

("Union")

For the Employer

For the Union

Darrell Zwarych
President & CEO

Mackenzie Walker, MB
Business Manager/Secretary Treasurer

Lisa Armbruster
Director of HR

Steve Warren
Shop Business Representative

Damon Reynolds
Branch Manager – Territory Manager

Jeff Burns
Business Representative

Eddie Camacho
Bargaining Committee

Aleksandr Levadnii
Bargaining Committee

Advance Tank Centres Ltd. – Calgary Branch
Wages & RRSP
Addendum I

Position	Wage September 1, 2024 3%	Wage September 1, 2025 3%	Wage September 1, 2026 3%
Heavy Equipment Technician (H.E.T) – Truck & Transport Senior - Journeyperson	\$49.38	\$50.86	\$52.39
Heavy Equipment Technician (H.E.T) – Truck & Transport - Journeyperson	\$38.99	\$40.16	\$41.36
Trailer Mechanic Journeyperson & Welder Journeyperson & ASME applicable Qualifications - Dual Ticket	\$40.85	\$42.08	\$43.34
Welder - Journeyperson and 5 years tank trailer experience	\$38.99	\$40.16	\$41.36
Welder - Journeyperson and working on ASME applicable qualifications	\$37.13	\$38.25	\$39.39
Apprentice 3rd Year (90%)	\$33.42	\$34.43	\$35.45
Apprentice 2nd Year (75%)	\$27.85	\$28.69	\$29.54
Apprentice 1st Year (60%)	\$22.28	\$22.95	\$23.63
Trailer Mechanic - Journeyperson with 5 years tank trailer experience	\$37.67	\$38.80	\$39.96
Trailer Mechanic - Journeyperson	\$35.01	\$36.06	\$37.14
Apprentice 2nd Year (70%)	\$24.51	\$25.24	\$26.00
Apprentice 1st Year (60%)	\$21.01	\$21.64	\$22.28
Labourer	\$19.10	\$19.67	\$20.26
Truck Driver / Labourer	\$29.71	\$30.60	\$31.51
**Lead Hand Premium	\$1.50	\$1.50	\$1.50
RRSP matching contribution per hour worked for those contributing	\$1.00	\$1.00	\$1.00

Notes:

****Current Lead Hand's wage is considered a grandfathered rate that includes a Lead Hand rate for him, any future Lead Hand's would receive base wage of their profession and skills plus the listed Lead Hand rate**

All employees are expected to help out in other areas when required, i.e. mechanics help welders and welders help mechanics