

ARTICLES OF AGREEMENT

BETWEEN

TIW WESTERN Inc.
(Hereinafter referred to as the "Employer")

And

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS,
LOCAL 146, A.F. OF L., C.I.O.**
(Hereinafter referred to as the "Union")

Effective: April 1st, 2010 – March 31st, 2013

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

TABLE OF CONTENTS
ARTICLES OF AGREEMENT

Article 1	Recognition, Scope & Purpose of Agreement.....	3
Article 2	Management Rights.....	3
Article 3	Responsibilities of Employees.....	3
Article 4	Union Security.....	4
Article 5	Hours of Work.....	5
Article 6	Shift Work.....	6
Article 7	Overtime and Statutory Holidays.....	6
Article 8	Vacations.....	8
Article 9	Wages, Health & Welfare, Educational Training Fund, CEFAP & Pension.....	9
Article 10	Working Conditions.....	11
Article 11	Breakdown and Callout.....	13
Article 12	Seniority.....	13
Article 13	Shop Committee.....	16
Article 14	Grievance Machinery.....	16
Article 15	Union Label.....	18
Article 16	No Strikes or Lockouts.....	18
Article 17	Plant Visitations.....	18
Article 18	Duration of Agreement.....	19
Article 19	Savings Clause.....	19
Article 20	Letters of Interpretation, Understanding and/or Addendums, Appendixes.....	19

ADDENDUMS

I	Wages.....	20
II	Employee Benefits.....	22
III	Employee and Dependents' Benefits.....	23
IV	Signature Page.....	24
V	Union Label Agreement.....	25

ARTICLE 1 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- 1:01 The Employer recognizes the Union as the sole bargaining agent for all of his production and maintenance employees in the performance of all fabrication and repair work in the Employer's shop covered under the voluntary recognition signed November 28th, 2006. Provided however, that the Employer is free to conduct research or development of new products or to install and test new equipment.
- 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 Agreement shall cover all hourly paid employees as listed under Article 9, WAGES and within the jurisdiction of Local 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 RIGHTS

- 2:01 It is the Employer's right to operate and manage it's business in all respects in accordance with it's responsibilities and commitments. The number of employees required for any classification or operation, the location of jobs, the choice of equipment, the schedules of manufacture, the methods and means of manufacture are solely and exclusively the responsibility of the Employer.
- 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 Agreement.
- 2:03 It is the exclusive function of the Employer to hire, promote, demote, transfer, assign work, train, suspend, discipline or discharge for just cause, employees in the Bargaining Unit, subject to provisions of this 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 The Employee must accept reasonable responsibilities for the tools furnished by the Employer, and must report the loss of any of these tools immediately to his Supervisor. The Employer may require an employee to replace lost or stolen tools.

- 3:02 Any Employee found misusing Employer tools, equipment or property, will be subject to dismissal. 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, 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 The Employer agrees to employ only members in good standing with the Union, who will at all times assist the Employer to secure competent Boilermakers. Should the Union find it impossible to secure the necessary Boilermakers within twenty-four (24) hours, the Employer may hire such Boilermakers as are available. The Employer shall deduct, in accordance with the Alberta Labour Relations Code 1988 the amount of dues or levies as may be authorized by the Employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of Local 146 before the fifteen (15th) day of the following month, and forwarded to the International Brotherhood of Boilermakers Union Local 146, 15220 – 114 Avenue, Edmonton, Alberta, T5M 2Z2 and must be accompanied by a report showing employees name, social insurance number and the amount of dues or levies.
- 4:02 All new employees or those recalled from layoff, must report to the Union office and sign the appropriate forms, also they must report to the Plant Manager or his designate who will direct the employees to the Shop Steward or a member of the Shop Committee, producing the Steward's copy of the job slip before going to work.
- 4:03 When shop employees are to be used on field construction, the Union shall be notified by Management in advance. Shop employees shall receive rates and conditions as in the established Boilermaker Field Construction Agreement.
- 4:04 Any employee who will not be at work on his scheduled shift due to illness or other reasons, must call and leave a message on the Company's designated phone prior to the start of the shift. For absences of 3 or more days due to illness, the Company may request the employee to provide a doctor's note. In such cases the Company will pay for the cost of the doctor's note up to a maximum of \$50.00.
- 4:05 When an employee exhibits continued absenteeism, lack of performance or minor infractions of the Employer rules or regulations, the following steps shall be taken by the Plant Manager or his designated alternate.

STEP 1

A written warning for a first infraction may be issued to the employee in question.

STEP 2

A second infraction may be cause for reprimand.

STEP 3

A third infraction may be cause for dismissal.

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.

- 4:06 The Employer agrees that all work coming within the jurisdiction of the Union shall be done by employees within the bargaining unit. All such work shall be done by these employees as part of their regular or overtime hourly paid work. Should it become necessary to subcontract work to another Employer, the Employer shall give preference to a Union shop where practicable.

ARTICLE 5 HOURS OF WORK

- 5:01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

Eight (8) hours per day shall constitute a day's work, from 7:00 a.m. to 3:30 p.m. or 3:30 p.m. to midnight or 11:30 p.m. to 7:30 a.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday, inclusive. The third shift shall be scheduled to begin at 22:30 hours on Sunday and run for five (5) consecutive shifts.

- 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 his agreement.
- 5:03 The Employer may establish a compressed work week in which case ten (10) hours per day shall constitute a regular day's work. Forty (40) hours per week will constitute a regular week's work, Monday through Thursday inclusive or Tuesday to Friday Inclusive.
- 5:04 The first ten (10) hours worked on Friday on a Monday through Thursday work week or Monday on a Tuesday through Friday work week, shall be paid at time and one half (1 ½ x) the basic hourly rate of pay.

- 5:05 An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case he will receive a re-assigned one-half (½) hour break.
- 5:06 Employees shall be entitled to two (2) ten (10) minute coffee breaks in an eight (8) hour shift and every two (2) hours when working overtime, including a break of ten (10) minutes prior to starting overtime, providing the overtime is two (2) hours or more.

OR

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

The employees are allowed five (5) minutes for tool return and clean up at the end of each shift. Clean up and tool return is not to start until five (5) minutes before the end of shift.

- 5:07 Employees have a responsibility to the Employer to be at work on a regular basis Monday through Friday for their full shift.
- 5:08 An employee shall be ready to immediately resume their duties at the commencement of the shift. It is the intent of this clause to have employees at their work stations or the work station of their respective Supervisor's and not be walking out of the lunch room when the start of shift siren sounds.

ARTICLE 6 SHIFT WORK

- 6:01 Employees shall be given a minimum of one (1) week notice prior to any change in their shift except in cases of emergency or work force realignments necessary because of employee absenteeism. The Employer reserves the right of placement of personnel on various shifts. Shifts shall alternate with four (4) weeks on the day shift, four (4) weeks on the second (2nd) shift and four (4) weeks on the third (3rd) shift. An employee will not be required to work more than four (4) weeks on the above shifts unless they so desire or the Employer requests them to do so for specific shift or process needs, as agreed from time to time between the Employer and the Shop Committee.
- 6:02 Shifts shall be alternated every four (4) weeks. Any exceptions to this can be mutually agreed to between the Union and Management.

ARTICLE 7 OVERTIME AND STATUTORY HOLIDAYS

- 7:01 All hours worked before and after any shift in excess of those provided shall be termed overtime.

- 7:02 (a) The first two (2) hours of overtime worked per day, Monday to Friday, shall be at time and one half (1 ½ x) the regular rate of pay. The first eight (8) hours of work on Saturday will be at time and one half (1 ½ x) the regular rate of pay.

When working a compressed work week the first ten (10) hours worked on Friday on a Monday through Thursday work week, or Monday on a Tuesday through Friday work week and the first eight (8) hours on Saturday shall be paid at time and one half (1 ½ x) the basic hourly rate of pay.

- (b) All other overtime shall be paid for at the rate of double time (2x).

- 7:03 It is the Employer's right to schedule overtime. It is the Employer's right to request an employee to work overtime, and such request shall not be unreasonably refused by the employee.

- 7:04 When an employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of his regular shift, a hot meal shall be provided immediately after the conclusion of the two (2) hour time period with twenty (20) minutes at double time to consume the meal. In lieu of the hot meal, a twenty (\$20.00) dollar allowance may be paid at the option of the majority of employees working the overtime. Unscheduled overtime shall be defined for the purposes of this section as being overtime for which the employee receives no notice thereof until the last regularly scheduled shift, which the overtime follows.

When the employee is working scheduled overtime of more than two (2) hours, he shall be given twenty (20) minutes at double time to consume his meal at the end of the first two (2) hours of overtime.

- 7:05 (a) General Statutory Holidays are:

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

- (b) General holiday pay is to be calculated and paid each pay period at 4.5% of regular hours worked.
- (c) No work shall be performed on Labour Day, except for the preservation of life or property.

- 7:06 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at 7:00 a.m. on the day which is recognized as a holiday.
- 7:07 When a holiday falls on a Saturday, Sunday or recognized day off, the holiday shall be observed on either the workday prior to the holiday or the first workday following the holiday.

If the holiday is worked the day will be paid at double time.

ARTICLE 8 VACATIONS

- 8:01 The Employer shall grant vacations with pay to each employee computed at the following rates:

Up to 1 year of continuous service 1 day per month to a maximum of 2 weeks, plus 4% of gross earnings.

1 year but less than 3 years of continuous service 2 weeks, plus 5% of gross earnings.

3 years but less than 6 years of continuous service 3 weeks, plus 6% of gross earnings.

6 years but less than 9 years of continuous service 4 weeks, plus 7% of gross earnings.

9 years or more of continuous service, 4 weeks, plus 8% of gross earnings.

Vacation earnings will be accrued by the Employer. Without exception, all accrued earnings will be paid on the first Friday between regular pay days in June and in December.

- 8:02 As far as possible, employees shall be granted their choice of vacation periods, according to their seniority, but the right to allocate vacation periods is reserved by the Employer in order to insure efficient and continuous operations of the plant. The Employer will, by posting an appropriate notice on May 15th, of each year, request employees to select their vacation period. Employees shall make their selection within two (2) weeks of such posting. If such selection is not made, any later selection shall be on a first come basis without regard to seniority (though again subject to efficient and continuous operation of the plant). Annual vacation entitlement to be scheduled from January 1 to December 31 of each year. Vacation entitlement is to be taken a minimum of one week and a maximum of two weeks at a time during June 1 to September 30.

- 8:03 It shall be mandatory for employees to take vacations after one (1) full year of consecutive employment. If a selection is not made by the employee, the

Employer will schedule mandatory vacation time. For employees with entitlement up to 3 weeks, it shall be mandatory for employees to take their full vacation entitlement each year. For employees with entitlement greater than 3 weeks, it shall be mandatory for employees to take 3 weeks of vacation entitlement each year. Any unused vacation entitlement over 3 weeks shall be declared by September 30. If not declared, any remaining vacation entitlement will be forfeited.

8:04 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, 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 his gross earnings.

8:05 If the Employer or Employee wishes to request a change to a previously agreed to vacation period, at least fourteen (14) days written notice shall be given.

8:06 In the event that the Employer wishes to close or partially close the plant for summer vacations, the Employer will post a notice giving the dates sixty (60) calendar days prior to the commencement of such closure.

ARTICLE 9 WAGES, HEALTH & WELFARE, EDUCATIONAL TRAINING FUND, CEFAP & PENSION

9:01 Wages

Wages as set out in the Addenda shall remain in effect from ratification.

The wage classification as shown in the Addenda are identical to the seniority classifications referenced in other sections of this agreement.

9:02 PENSION PLAN

The Employer will provide contributions to the Boilermakers National Pension Plan as set out in the Addenda.

Contributions will commence upon completion of the employees probationary period.

9:03 BENEFITS

- (a) The Employer agrees to obtain from an insurance Employer legally authorized to operate in the Province of Alberta, Hospital and Extended Care Plan and Alberta Health Care Insurance Commission (hereinafter referred to as "Benefit Carriers"), group insurance protection for each employee covered by this Agreement which will provide each employee

with the benefits hereinafter set forth in the schedule of "Employee Benefits".

- (b) The Employer also agrees to obtain for each of its employees dependents (wife and unmarried children under twenty-one (21) years of age or twenty-five (25) years of age if a student in full time attendance at high school or an accredited institute, college or university) the benefits hereinafter set forth in the schedule of "Dependents Benefits". Such benefits shall be obtained from the Benefit Carriers providing the benefits referred to in Subsection (a) above.

(c) **Employee Benefits**

The Employer will provide a plan with benefits which are set out in the Addenda.

(d) **Employee and Dependents Benefits**

The Employer will provide a plan with benefits which are set out in the Addenda.

- (e) Benefits and explanations given in the Addenda are only for general guidance. Exact details of coverage, inclusion, limitations, etc. are as per Carrier's detailed plans. Each employee shall be furnished by the Employer with a descriptive booklet which shall contain a more detailed explanation of the coverage.

- (f) All employees and their dependents (if any) shall be fully covered by the benefits set forth herein on the first day of the month following the completion of three (3) consecutive months employment with the Employer by the employee and shall continue to be fully covered while such employee is in the employ of the Employer. Employees laid off for a period of one (1) year or less shall be fully covered by the benefits set forth herein (including dependents benefits) on the first day of the month following such employees return to work. Employees having been served lay-off notices shall be fully covered by the benefits set forth herein, (including dependents benefits), from the last day worked to the end of that current month.

- (g) The Employer agrees to pay the full cost of the Alberta Health Care plan. The remaining cost of the benefits set forth herein above shall be paid for on the following basis: The Employer shall pay seventy-five percent (75%) and the employee(s) shall pay twenty-five percent (25%).

- (h) The Employer will contribute on behalf of each employee to the C.E.F.A.P.

9:04 TRAINING FUND

The Employer shall contribute five (5¢) cents per regular hour worked to assist in the finance of the operation of the Educational Training Trust Fund provided that the total cash and investments of the Fund exceed \$30,000.00. This five cents per regular hour worked will be increased to ten (10¢) cents per regular hour worked if the Trustees of the Fund report that the total cash and investments of the Fund are less than \$30,000.00. This ten cents per hour rate contribution will continue until the total cash and investments of the Fund reach \$75,000.00 at which time the rate will be reduced to five cents per hour.

The current month's contributions shall be made payable to the Educational Training Trust Fund and remitted by the 15th day of the following month to Local 146 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, 15220 – 114 Avenue, Edmonton, Alberta, T5M 2Z2. The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked and the amount of the contribution.

The Educational Training Trust Fund is to be administered by the Trustees of the Educational Training Trust Fund, however, the Employer will endeavour to cooperate and assist when possible, and the Union, will periodically report on the results of the program and the financial status of the funds.

ARTICLE 10 WORKING CONDITIONS

- 10:01 A change and lunch room and personal lockers shall be provided. Location of these facilities is at the discretion of the Management. The Employer is responsible for the destruction by fire on the Employers premises of personal effects owned by the employee to a maximum of two hundred (\$200.00) dollars.
- 10:02 (a) If an employee meets with an accident during working hours, he shall report the accident to his Supervisor, the HSE Co-ordinator or First-Aid Person and follow his instructions. Should an attending physician deem it not safe for him to continue his work, he shall be paid his 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.
- (b) When practicable, 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 his Supervisor, the HSE Co-ordinator or First-Aid Person prior to the completion of the shift. Failure to comply may result in disciplinary action.

10:03 The Employer agrees that should an employee be called by reason of a Crown subpoena or to serve on a jury, that said employee shall not forfeit loss of wages up to a maximum of one (1) week. The Employer shall pay the difference between whatever compensation the employee received for serving on a jury and the regular amount of wages he would normally earn. It is the employee's responsibility to provide evidence of service and amount of pay received.

10:04 In the event of a death of an employee's spouse, child, mother, father, brother, sister or step parent, such employees shall receive three (3) days off with regular pay.

In the event of a death of an employee's grandmother, grandfather, mother-in-law, father-in-law or grandchild, such employee shall receive one (1) day off with regular pay where the employee attends the funeral.

The above shall not apply if the employee is on vacation or leave-of-absence. In all cases, proof of death will be required.

10:05 The parties hereto recognize the importance of safety provisions in the plant for the welfare of employees and the protection of the Employer's property. The Employer agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment. There shall be a permanent Safety Committee consisting of not more than three (3) persons who shall be employees of the Employer, selected by the Union and an equal number of persons selected by the Employer. This Committee shall meet regularly on some one day of each month to be agreed upon by the members of the Committee, to investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Employer and it agrees to make reasonable efforts to improve any safety defects or unhealthy condition, which the Committee may call to its attention. A copy of the minutes of the Safety Committee meetings shall be sent to the Union's office.

10:06 For each employee required to wear prescription glasses to perform his work, the Employer will pay to such employee the sum of four hundred (\$400.00) dollars for one pair of CSA approved prescription safety lenses and frames during any twenty-four (24) month period. Proof of purchase will be required. In order to be eligible, an employee must have completed six (6) months of accumulated employment with the Employer.

10:07 The Employer will supply each employee with gloves as often as required at no cost to the employee upon the return of worn out gloves. The quality of such gloves shall be adequate for the work to be performed.

10:08 The Employer will provide a coverall program that includes two (2) washed pair of coveralls per week and an accompanying locker system.

- 10:09 For each employee the Employer will pay to such employee the sum of Two Hundred and Twenty-five dollars (\$225.00) for one pair of CSA approved safety boots during a contract year. Proof of purchase will be required. In order to be eligible, an employee must have completed six (6) months of accumulated employment with the Employer. The employee shall be responsible for maintaining their CSA approved safety boots in good repair. Boots with exposed steel toes or boots not properly repaired are not acceptable.
- 10:10 The Employer will supply the tools required by each employee for the normal performance of his duties, including tapes, tape refills and chipping hammers on a sign out basis. All articles to be returned in good condition, normal wear and tear excepted. The cost of such articles not so returned, shall be deducted from the employees pay cheques.
- 10:11 The Employer will supply parking spaces equipped with an electrical outlet of sufficient capacity for a block heater. In the event that available parking is not sufficient, then such parking spaces shall be for the exclusive use of the Employer's employees, and shall be allocated on the basis of seniority.

ARTICLE 11 BREAKDOWN CALLOUT

- 11:01 Any employee who reports for work at his scheduled shift shall be paid for the actual time worked, or for four (4) hours pay, unless he was previously notified not to report for work or unless the unavailability of work was due to acts of God or conditions beyond the control of the Employer.
- 11:02 An employee called back after they have completed their scheduled shift and have left the plant, shall be paid for a minimum of two (2) hours at double time (2x) their regular rate of pay.

ARTICLE 12 SENIORITY

- 12:01 Seniority in a classification shall govern layoffs and recalls. An employee shall not be entitled to seniority rights until he has served a probationary period of four hundred and eighty (480) hours worked at which time his seniority will date back to the date of hire. A probationary employee who is discharged shall not be entitled to grieve the discharge.
- 12:02 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 146.

Consideration must also be given to retaining sufficient capable (normally by actual experience with the Employer) employees in each job classification to suit the nature of the work remaining.

12:03 Employees laid-off shall retain their seniority accumulated to the time of a layoff, provided the layoff does not exceed twelve (12) months, after which the employee must make arrangements with the Employer, or return to work within five (5) working days after receiving a written notice of recall to be mailed to the employee's last known address in order to preserve his seniority rights.

12:04 Accumulated seniority shall be lost to any employee if:

- (a) He is discharged.
- (b) He voluntarily quits.
- (c) He fails 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) He is absent from work for three (3) consecutive working days without notifying the Employer or, he notifies of the cause of his absence and that cause is not reasonable.
- (e) He fails to report to work and return following the conclusion of an approved leave of absence.
- (f) When an employee has not performed any work for the Employer for a period of twelve (12) months (or a period of time, six months maximum, equal to his accumulated seniority as of his last day worked if less than twelve months) as a result of layoff by the Employer.

12:05 An employee's seniority shall be maintained for a maximum of one (1) year for his absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.

12:06 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 this Article 12 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. Lay-offs 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.
6. When circumstances warrant, the Employer may offer an extension of notice given under subsections 12:06(a) 3 or 12:06(a) 4 with mutual agreement by the employee. However, the employee, at his sole discretion may decline to accept the extension electing layoff in accordance with the original notice. In addition, any such extension of notice shall not be counted as layoff notice time.

b) **Recall Procedure:**

1. 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 ability and seniority within individual job classifications.

Employees being recalled shall be notified in accordance with Section 12:03. In addition, the Employer will promptly mail a copy of this recall list to all employees within the same classification with seniority greater or equal to the recalled employees.

2. Such other employees, if they have the required ability (normally by actual experience with the Employer) and seniority, may within four (4) regular days of the mailing, apply to replace an employee on the recall list.

Recalled employees displaced by this provision shall, if they have started work, be again laid off in accordance with Section 12:02 except that notice need not exceed three (3) days.

3. Where an employee is not available for recall due to illness or injury or other bona fide reason acceptable to the Employer, the employee must inform the Employer, in writing, of his projected date of availability and he shall be recalled within ten (10) days of that date. If the employee is not then available for renewed reasons as noted above, he shall be included for recall consideration on the next recall requirement.

ARTICLE 13 SHOP COMMITTEE

- 13:01 The importance of the Union maintaining at all times a Shop Committee consisting of qualified employees of the Employer familiar with plant conditions is recognized.
- 13:02 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 Shop Steward and owing to the nature of his work on this Committee, it is deemed important that seniority does not affect his layoff. Therefore, in the event of layoff, he shall be the second (2nd) last person off the job provided there is work available for which he is 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 be given a reasonable length of time to perform his duties, after first obtaining permission from his Supervisor.
- 13:03 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.
- 13:04 Cooperative meetings between Management and the Shop Committee shall be held whenever sufficient meeting agenda subject requires a meeting. It is preferred that proposed agenda be jointly compiled by both parties hereto.

ARTICLE 14 GRIEVANCE MACHINERY

- 14:01 "Grievance" means any difference between the parties (Union, Employees and the Employer) bound by this Agreement, concerning the interpretation, application, operation or alleged violation thereof, including any questions as to whether the grievance is arbitrable. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing.
- 14:02 All grievances shall be finally and conclusively settled without stoppage of work in the manner following. Prior to Step 1 on any grievance, the employee should have discussed the issue with the Shop Supervisor.

STEP 1

The Grievor shall, with his Shop Steward, discuss any grievance action within two (2) working days, with his Supervisor.

STEP 2

Failing settlement within two (2) working days of a grievance under Step 1, the particulars of the grievance shall be set forth in writing and processed by the Shop Steward and one (1) member of the Shop Committee who shall submit the written grievance to the Plant Superintendent, within five (5) working days

of the date of the incident giving rise to the grievance. The Plant Superintendent shall give the Employer's decision within five (5) working days of receipt of the written grievance.

STEP 3

If the decision of the Plant Superintendent is unsatisfactory, then within five (5) working days of the date upon which the Plant Superintendent's decision was rendered, the grievance shall be discussed between an official of the Union, the Shop Steward and the Plant Superintendent and the AGM of Production or his designated representative.

STEP 4

If the Employer's answer in Step 3 is unacceptable, the grievance shall then be discussed within twenty-five (25) working days from the incident giving rise to the complaint at a meeting of the General Manager or his designated Representative and the International Vice-President or his designated Representative. If the matter is not resolved in Step 4, the Union may advise in writing within thirty (30) working days from the incident giving rise to the complaint that it wishes to submit the matter to arbitration pursuant to the Alberta Labour Relations Code.

14:03 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.

14:04 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 14:00, 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 4 of the grievance procedure.

A three member Board of Arbitration will conduct the arbitration proceedings. One member of the Board of Arbitration will be selected by the Employer and one member selected by the Union, within seven (7) days following receipt of written notification. The two arbitrators shall meet and if within seven (7) days fail to settle the dispute, they shall endeavour to agree upon a third member to the Board of Arbitration who shall be the Chairman. In the event the third member is not mutually agreed upon within two weeks, the third member shall be selected by the Minister of Labour as provided for in the Labour Relations Code for the Province of Alberta.

The Board of Arbitration shall not have the jurisdiction or authority to alter, amend or modify any of the provisions of the Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board of Arbitration will issue it's

decision in writing, such decision shall be final and binding upon the parties and employees affected by it.

Any dispute between the parties as to the interpretation of the award shall be submitted to the Board of Arbitration that made the award. The Board of Arbitration may interpret the awards so far as necessary to clarify the same, but without changing the substance, and such interpretation shall be binding upon all parties.

Each party shall bear the expenses of their appointee to the Board of Arbitration and will share equally the fee and expenses of the Chairman of the Board of Arbitration.

ARTICLE 15 UNION LABEL

15:01 The Employer and the Union shall enter into a Union Label agreement.

ARTICLE 16 NO STRIKES OR LOCKOUTS

16:01 The Employer agrees that it will not cause or direct any lockout of its employees for the term of this Agreement. The Union agrees that neither it, nor its Representatives will, during their term of this 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 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 17 PLANT VISITATION

17:01 The authorized Business Representative of the Union shall be allowed to visit the office of the Employer during normal business hours. After notifying the Plant Superintendent of the purpose of the visit, he will be permitted access to the Employer's shop during working hours to investigate any matter covered by this Agreement, but he shall in no way interfere with the progress of the work.

ARTICLE 18 DURATION OF AGREEMENT

- 18:01 This Agreement shall become effective April 1st, 2010 and shall remain in full force and effect until March 31st, 2013 and from year to year thereafter unless either party shall at least sixty (60) days prior to the anniversary date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice. Where either party notifies the other of it's desire to modify or terminate this Agreement as outlined above, the Agreement shall remain in full force and effect until a strike or lockout is lawful, pursuant to the Alberta Labour Relations Code.
- 18:02 If an agreement is not reached on or before the expiry date of the existing contract, then terms and conditions of this contract shall remain in effect until a new agreement is concluded or strike or lockout commences.

ARTICLE 19 SAVINGS CLAUSE

- 19:01 In the event any provision of this 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 Statues where required. However, all other provisions of this Agreement shall remain in force.

ARTICLE 20 LETTERS OF INTERPRETATION, UNDERSTANDING AND/OR ADDENDUMS, APPENDIXES

- 20:01 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 Agreement, for the duration of this Agreement.

ADDENDUM I

WAGES

Classification	April 1, 2010	April 1, 2011	April 1, 2012
Pressure Welder "B"	35.63	36.52	37.43
Journeyman Fitter (ticketed)	34.53	35.39	36.28
Maintenance Person (ticketed)	33.44	34.27	35.13
Maintenance Person (non-ticketed)	29.23	29.97	30.71
Fitter - 1st Class (non-ticketed)	31.40	32.18	32.99
Pressure Welder "C"	33.64	34.49	35.35
Welder 1st Class Journeyman (ticketed)	31.64	32.43	33.24
Fitter - 2nd Class (non-ticketed)	29.23	29.97	30.71
CNC Machine Operator I	31.40	32.18	32.99
CNC Machine Operator II	29.23	29.97	30.71
Machine Operator 1 Boring Mill, Lathe, Tube Finning, 15 Ton Mobile Crane Operator, Automatic Welding Machines, Qualified Sandblaster/Painter, Multi-torch Lead Operator.	29.23	29.97	30.71
Welder - 2nd Class (non-ticketed)	27.20	27.88	28.58
Machine Operator II Drill, Iron Worker, Saw Threader, etc., Bull Moose Operator, Tube expanding/bending	27.10	27.78	28.47
Truck Driver & Store Keeper	27.10	27.78	28.47
General Helper I As per General Helper II plus operates power hand tools, such as chipper, other semi-skilled work with and under the direction of other classifications above	22.45	23.01	23.59
General Helper II As per Labourer I plus operates overhead crane for material handling & scissor lift.	19.98	20.48	20.99

Labourer I As per Labourer II plus operates grinder, forklift for material handling & swamper.	18.06	18.52	18.98
Labourer II General cleaning, sweeping, garbage handling, unskilled material handling, and other manual labour, pipe yard/stores helper, & operates forklift-overhead crane associated with duties of the classification.	16.15	16.55	16.97
Fitter Third Year Apprentice	31.08	31.85	32.65
Fitter Second Year Apprentice	25.90	26.55	27.21
Fitter First Year Apprentice	20.72	21.24	21.77
Welder Third Year Apprentice	28.48	29.19	29.92
Welder Second Year Apprentice	23.73	24.32	24.93
Welder First Year Apprentice	18.98	19.46	19.95
Pension	2.25	2.25	2.25

Lead Hand: Shall be paid \$1.00 per hour above the rate of his classification

Shift Premium: Second (2nd) shift - \$2.00 per hour
Third (3rd) shift - \$2.00 per hour

Apprentices: Apprentices will be paid sixty dollars (\$60.00) per week while attending school upon successful completion of their current training year. Upon completion of the apprenticeship program and passing Government tests, shall be reclassified and paid as Fitter I or Welder 1. No employees wage rate shall be reduced because of his being reclassified as an Apprentice.

Note #1 For CNC Machine Operator II classification. After 120 working days in this classification, the employee's competency for the classification will be reviewed. If competent, the employee will stay in the classification, if not competent, employee may be reverted to the lower classification. Promotion to the next classification will be made if competent and work in classification is available. Such promotion will be applicable prior to hiring for that position from the Union.

Note #2 For General Helper and Labourer classifications. After six (6) months in the classification, the employee's competency for the classification will be reviewed. If competent, the employee will stay in the classification, if not competent, employee may be reverted to the lower classification. Promotion to the next classification will be made if competent and work in classification is available. Such promotion will be applicable prior to hiring for that position from the Union.

ADDENDUM II
EMPLOYEE BENEFITS

Coverage		Amount
Explanation		
1. Life Insurance	\$30,000.00	Payable upon death from any cause
Accidental Death	\$30,000.00	Covers non-occupational accidents only.
Loss: Both hands or both feet or sight of both eyes or any two of these members.	\$30,000.00	Covers non-occupational accidents only.
Loss: One hand or one foot or sight of one eye	\$15,000.00	Covers non-occupational accidents only.
2. Weekly Sick or Accident	As per booklet Benefits	Covers non-occupational supplied accidents only. Weekly benefits begin with the 1st day for accidents or the first day of hospitalized and the 4th day of sickness. Weekly benefits shall be limited to 26 weeks for each disability.
3. Long Term Benefits	As per booklet	Long Term disability benefits suppliedbegin after 26 weeks and continue until the employee recovers or reaches 65 years of age. Covers sickness or non-occupational accidents only. In calculating long term disability benefits, benefits from any other group insurance plan and benefits from any Government plan will be taken into account.
4. Dependent Life	\$5,000.00 \$5,000.00	on life of spouse on life of each child

ADDENDUM III

EMPLOYEE AND DEPENDENTS BENEFITS


Coverage	Explanation
1. Health-guard Medical	<p>No Deductible - Pay 100% of -Local ambulance charges, Appliances, Private duty nurses in the home (\$10,000.00 limit) Hospitalization</p> <p>Pays 100% of prescribed drugs and medicines. The benefit plan will pay for prescription dispensing fees up to a maximum of \$7.50. When generic drugs are available the plan will cover the cost of the generic drugs.</p> <p>Covers Doctors' charges outside of Canada</p> <p>Covers up to \$25,000 for organ transplants</p>
2. Medical and Surgical Benefits	As provided for in the Alberta Health Care Insurance Plan.
3. Dental Plan	
a) Full Cost in accordance with the latest Fee Schedule of Alberta Dental Association	Covers up to 100% for routine exams as often as every 6 consecutive months, , X-rays, fillings, extractions, oral surgery, cleaning and scaling, fluoride treatments, periodontal treatment, endodontics, space maintainers & retainers for primary teeth and relining and rebasing of dentures.
b) Full cost in accordance with the Alberta latest fee schedule of the Alberta Dental Association	Benefit Carriers standard Extensive Dentistry Plan (includes: crowns, bridges, partial or complete dentures, repairs or replacement of dentures, use of gold within limits). 50% reimbursement basis.

ADDENDUM IV
SIGNATURE PAGE


IN WITNESS THEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

ON THE 14th DAY OF APRIL A.D. 2010.

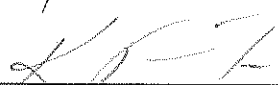
TIW WESTERN Inc.



Karel Kense

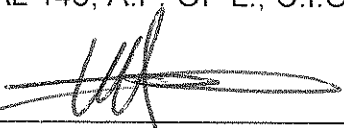


Rick Cunningham



Keith Fisher


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



Warren Fraleigh



Rick Vanderveen



James Letendre

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 agreement in his 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 product 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 APR 14 2010 at
NISKU ALBERTA by and between the INTERNATIONAL
BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS, AFL-CIO and TIWW/NISKU
(Company)


For the INTERNATIONAL BROTHERHOOD

For the EMPLOYER



Joseph Maloney, Int'l. Vice-President
Western Canada Section





Warren Fraleigh, Business Manager
/Secretary-Treasurer, Boilermakers
Local Lodge 146

