



COLLECTIVE AGREEMENT

by and between

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
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")

Effective: May 1, 2011 to April 30, 2015

Governing Wages and Working Conditions on all Field
Construction Work in Alberta

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NOTE:

Whenever the term "...man" or "...men" or workmen is used in this Agreement, it shall mean genders, as well as, single or plural, as applicable in the circumstances.

The term "he" used herein shall mean "he" or "she" or "they", as applicable in the circumstances.

The term "his" used herein shall mean "his", "her" or "their" as applicable in the circumstances.

NOTE:

Please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Main Office for information on the Wage & Benefit Schedule(s) and the Working Terms and Conditions for Nunavut, Northwest Territories, Yukon, and District of Mackenzie.

ARTICLE 1.00 – PURPOSE

1.01

The purpose of this Agreement is to govern wages and working conditions to promote orderly harmonious relationships between the Employer and its employees. 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 the public.

The Boilermaker Industry is committed to the elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

The parties agree that the National Bargaining Memorandum of Agreement dated April 21, 2010 forms a part of this BCA/IBB Alberta Local Lodge 146 Memorandum of Agreement and that additional Memoranda of Agreement specific to Alberta shall be included in the BCA/IBB Alberta Collective Agreement.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Main Office.

ARTICLE 2.00 - RECOGNITION AND CRAFT JURISDICTION

2.01

The Employer recognizes the Union as the sole collective bargaining agency for hourly rated employees employed on field construction, erection, rigging, field fabrication, unloading and work involving assembling, dismantling and demolition performed by the Employer within the jurisdiction of the Union.

2.02

The Employer recognizes the jurisdictional claims of the Union as provided for in the Charter Grant issued by the American Federation of Labour to the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, it being understood that the claims are subject to trade agreements and final decisions of the A.F.L.-C.I.O. as well as the decisions rendered by the Impartial Jurisdictional Disputes Board.

For the purpose of clarification, the jurisdictional claims of the Union are contained in Letter No. 1.

2.03

"Employees" as used herein mean employees of the Employer engaged in such work in Alberta.

2.04

This Agreement does not apply to work which is performed by the Employer in the Employer's plant.

2.05

This Agreement shall not apply to timekeepers, engineers, field office and clerical workers, or to employees above the rank of general foreman.

2.06

When a tool crib is established by an Employer on a job on which his work is predominantly Boilermaker jurisdiction, and an attendant is required, he shall be a member of the Union. The necessity of a tool crib and/or an attendant will be determined by the Employer.

2.07

The Union and Employer agree that Union members above the rank of General Foreman may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the Employee, in accordance with the Wage and Benefit Schedule as set out in this Agreement, subject to the specific Employer and Employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any Employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this collective agreement shall apply to such Employee(s).

ARTICLE 3.00 - MANAGEMENT RIGHTS

3.01

It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

3.02

(a) The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

(b) The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

3.03

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 4.04), suspend, lay off, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

3.04

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

3.05

The selection and appointment of General Foremen, Foremen, and Assistant Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen, Foremen and Assistant Foremen is the sole responsibility of the Employer.

3.06

General Foremen shall be utilized by an Employer whenever he has established this level of supervision on his work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss availability of qualified General Foremen with the Business Manager or his designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreman, and the determination and acceptance of his qualifications, shall be the sole prerogative of the Employer.

3.07 Local Residents:

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within seventy-five (75) radius kilometers from the project for at least six (6) months immediately preceding date of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

Where an Owner/Client places local content conditions on multi trade projects, the Parties to this agreement will co-operate in working towards meeting the overall percentage local content requirements in conjunction with Articles 3.05, 3.08 and 4.03 (ii).

The parties will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

3.08 Management Rights:

(a) In addition to Article 3.05, the Employer shall have the right to name hire 25% of the crew unless otherwise is mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% name hires on a crew at any given time unless mutually agreed to between the Employer and the Union.

(b) In cases where local residents are afforded priority of employment, through Employer requested name hire, such employment shall be considered a name hire.

- (c) The Employer and Union agree that there will be a uniform application of the Name Hire and transfer provisions in all local lodges. Transferred employees who were initially name hired shall retain such status upon transfer.
- (d) All name hire requests shall be made in writing (including FAX and or electronically) to the Union. The Employer shall provide the Union with a list of names of all transferred employees, prior to transfer.
- (e) On crews of six (6) members or less (including the Foreman) the Foreman shall be allowed to work with the tools. The Union recognizes that there may be situations where a General Foreman or Assistant Foreman is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

ARTICLE 4.00 - UNION SECURITY AND DUES COLLECTION

4.01

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case he may commence work and notify the Union office as soon as possible. Emergency work is to mean "any customer defined work that requires immediate dispatch".

4.02

The Union agrees to furnish competent available workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

The parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The Parties will make every effort to provide the necessary training and education programs and will encourage full participation.

4.03

After the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement, and the required number of workmen are not furnished:

- (a) within two working days in cities in which the Local Lodge maintains its Head Office, from that area;
- (b) within three working days in other areas; after the date for which the workmen are requested, the Employer shall have the right to procure and retain until layoff the required number of workmen from other available sources, provided that the Employer shall notify the Union office when exercising this right.

Such workmen obtained from other available sources shall be required by the Employer to apply to join the Union not later than fifteen (15) days after hiring. The Union shall admit such applicants to membership providing they are qualified, and except for just and sufficient cause.

4.04

Upon receipt of authorization from the employee, the Employer shall deduct from all employees coming within the scope of this Agreement:

- (a) From the first pay period of each month, monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work.
- (b) From each pay period, Union Dues in the percentage of gross hourly wages or other amount as may be designated by the union.

The above deductions must be mailed no later than the 15th of the following month, to the Business Manager/Secretary-Treasurer of Local Lodge 146.

Each remittance shall be accompanied by a list showing the names and Social Insurance Number (provided the number is supplied by the Union on its referral form) of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the field dues in (b), the figure on which the deduction was based.

4.05

The Union will hold the Employer harmless from all liabilities and claims by employees, Union or its agents other than prompt collection and transmittal of authorized deductions.

4.06

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- (a) the non-members;
- (b) the travel card members from other Local Lodges;
- (c) the members of Local Lodge 146 in whose jurisdiction the work is being performed.

Except that:

- (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
- (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

4.07

The Employer will notify the Job Steward of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in timely manner.

ARTICLE 5.00 - NO STRIKES OR LOCKOUTS

5.01

The Union agrees that there will be no strike or other collective action which will stop or interfere with production, and that if any such collective action should be taken, it will instruct those of its members who participate in such collective action to carry out the provisions of this Agreement and return to work and perform their work in a manner acceptable to the Employer.

5.02

The Employer agrees that it will not cause or direct any lock-out of employees.

ARTICLE 6.00 - JURISDICTIONAL DISPUTES

6.01

- (a) It is incumbent on all Contractors and Subcontractors to assign work in accordance with Contractors responsibility set forth in procedural rules and regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the United States and Canada as amended. The Jurisdictional Assignment Plan of the Alberta Construction Industry as per Ministerial Order 35/95 dated the 18th day of October 1995 shall also be used by those parties stipulated to the provincial plan.
- (b) The Union shall utilize the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry to the extent that it is sanctioned by the International Union.
- (c) Subject to the above provisions and those set forth in 6.03, it is understood and agreed that jurisdiction disputes shall not be subject of a grievance under this agreement, but shall be dealt with as provided herein.

6.02

When a jurisdictional dispute exists between unions and upon request by the Union, the Employer shall furnish the International offices of the Union, a signed letter on Employer stationary, stating that Boilermakers were employed on specific types of work on a given project.

6.03

- (a) When an Employer makes a work assignment that is challenged by the Union and referred to the Canadian Plan and the Arbitrator rules in favour of the Union, the ruling shall be implemented immediately.
- (b) Should the same Employer assign the identical Work, contrary to the Arbitrator's original ruling and the work assignment is once again challenged by the Union and referred to the Canadian Plan and the Arbitrator again finds in favour of the Union, the Employer will be subject to the Arbitration procedure Article 13.02.
- (c) The Arbitrator shall be empowered to award damages where the Employer fails to establish a course of proper due diligence in following Article 6.01 (a) and (b).

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

7.01

All work shall be performed, and equipment operated, according to accepted safety conditions which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to Employer Regulations. Fresh, safe, cool drinking water and sanitary cups shall be furnished to the employees.

7.02

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided. The Contractor will advise the Union when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed \$400.00.

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).

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.

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

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

7.04

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the Parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Business Manager/ Secretary-Treasurer, prior to starting the job.

7.05

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise he will assist employees in starting their vehicles if required due to cold weather.

7.06

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.

7.07

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

(a) **Concurrence:**

Except for the matters set out in articles 7.07(b) and 7.07(c) below, the *Canadian Model* dated October 2005, as updated by the 2010 Addendum [the "*Canadian Model*"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

(b) **Random Testing:**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

(c) **Site Access Testing and Dispatch Conditions:**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the *Canadian Model* dated October 2005 will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

(d) **Test Results:**

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that employee or former employee.

(e) **Reasonable Cause and Post Incident Testing:**

Any drug testing required by the employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

ARTICLE 8.00 - WELDING TESTS

8.01

Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, if required by the Employer, shall be paid for time required to take the test including transfer fees, materials and inspector fees.

Employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.

8.02

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

8.03

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating his having to travel outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him for travelling time, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

8.04

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

8.05

Where a welder is to take an official Provincial test on which the issuance or re-issuance of his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

8.06

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 8.00.

8.07

The Boilermaker Contractors Association of Alberta and Boilermakers Local Lodge 146 agreed to a Letter of Understanding for the duration of the Collective Agreement (May 1, 2011 – April 30, 2015) to provide for a 'TIG Incentive' to recognize the additional qualifications, training & testing maintained by the specialized welders. This incentive/recognition program would only apply to SS TIG & specialized alloy TIG welders. See Letter No. 4.

ARTICLE 9.00 - ACCESS TO JOBS

9.01

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/ Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior representative and does not cause employees to neglect their work.

ARTICLE 10.00 – STEWARDS

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 Steward from among the qualified working journeyman employees.

Where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Steward.

10.02

It will be his duty to assist the Employer and the Union members, in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform such duties by the Employer's representative on the job.

10.03

The 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.

10.04

Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman, or Management that will change or conflict in any way with any section or terms of this Agreement.

10.05

The 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 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

11.01

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. The Foreman or Supervisor shall be given the opportunity to adjust a complaint. When a complaint is reduced to writing it shall be termed a grievance.

11.02

Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

11.03

If a complaint is not settled in accordance with 11.01 above within three (3) working days, the matter shall be reduced to writing within ten (10) working days from the incident giving rise to the complaint.

11.04

After receipt of the grievance, the Employer shall give his reply in writing to the Business Manager/ Secretary-Treasurer within ten (10) working days. If the matter is still not resolved then the Business Manager or his Assistant shall advise the Employer within ten (10) working days.

11.05

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 or his Assistant 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.

11.06

If the Employer's answer in 11.05 is unacceptable, the grievance shall then be discussed within a further five (5) working days at a meeting of the International Vice-President or his designated Representative and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 11.07.

11.07

Before proceeding to Arbitration, the parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of the referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

11.08

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday and Recognized Holidays shall not be counted as working days.

11.09

In cases where an employee is discharged, the grievance shall be initiated at the level outlined in 11.04 and if the matter is not resolved within the steps and time limits outlined in 11.04 and 11.05, then the request for Arbitration may be initiated at this point by either party.

ARTICLE 12.00 - EMPLOYER, UNION GRIEVANCES**12.01**

It is understood that the Employer or the Boilermaker Contractors' Association of Alberta may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer, concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Such a complaint shall be discussed with the Local Lodge 146 Business Manager/ Secretary-Treasurer or his Representative, the International Vice President or his Representative or the Employer, the Boilermaker Contractors' Association or his Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance must be sent to the Local Lodge 146 Business Manager/Secretary-Treasurer, the International Vice President, the Employer or the BCA within ten (10) working days from the incident giving rise to the complaint.

12.02

After receipt of the grievance, the Business Manager/ Secretary-Treasurer or Employer shall give his reply in writing to the Employer or Business Manager/ Secretary-Treasurer within ten (10) working days.

12.03

If the Business Manager/ Secretary Treasurer's or Employer's answer in 12.02 is unacceptable, the grievance shall then be discussed within a further five (5) working days of receipt of either reply at a meeting of the International Vice-President or his designated Representative, and a Representative of the Employer. If the matter is not resolved within these five (5) working days, the matter shall be referred to the next step as outlined in 12.04.

12.04

Before proceeding to Arbitration, the parties shall advise an authorized representative of the Boilermaker Contractors' Association of the details. At the request of either party, the grievance may be discussed between an International Officer of the Union, an authorized Employer Representative, and an authorized representative of the Boilermaker Contractors' Association in order to obtain an interpretation of the Collective Agreement in connection with the grievance. If the matter is still not resolved within five (5) working days of referral to the Boilermaker Contractors' Association, then at the request of either party, the grievance may be referred to Arbitration.

12.05

It is understood and agreed that any of the time limits herein may be extended by mutual agreement in writing. In this Article, Saturday, Sunday, and Recognized Holidays shall not be counted as working days.

ARTICLE 13.00 – ARBITRATION

13.01

The parties to this Agreement agree that any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Articles 11 or 12, as applicable, shall be referred to Arbitration within twenty-one (21) working days after completion of 11.07 or 12.04 as applicable.

13.02

When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party to this Agreement, with a copy to the Boilermaker Contractors' Association. Within ten (10) working days of receipt of notice to proceed to Arbitration, the Boilermaker Contractors' Association will advise both parties of the Arbitrator, together with the time and place of Arbitration.

13.03

The International Vice-President together with the Boilermaker Contractors' Association will establish a list of acceptable Arbitrators. The single Arbitrator will be chosen in rotation from this list.

13.04

Both parties shall share equally the expenses and fees of the Arbitrator.

13.05

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

13.06

The decision of the Arbitrator shall be final and binding upon the parties hereto.

ARTICLE 14.00 - HOURS OF WORK

14.01

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an eight (8) hour day, with one-half (1/2) or one (1) hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

For Regular Work Weeks the Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

For Compressed Work Weeks the Employer may vary the start/quit times by changing the scheduled starting time up to thirty minutes at their option. Variances beyond thirty minutes shall be agreed mutually by the Employer and the Business Representative of the Union.

A variance in start/quit times shall be applied consistently on the job site and in no circumstances shall split shifts be created unless mutually agreed to between the Parties. If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

14.02 Compressed Work Week:

- (a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (c) Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing.

The make-up day shall only apply to those employers engaged in the erection, dismantling, repair or demolition of a tank(s).

Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

Work performed on Saturday, Sunday or recognized holidays shall be paid at double (2) the regular hourly rate.

A minimum of forty (40) hours is required to implement the compressed work week schedule. Where a multi trade project is scheduled under the four (4) ten (10) hour shift scenario (Monday - Thursday) and a contractor secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

14.03

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

14.04

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 (1/2) hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to his regular straight time hours.

14.05

Two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer on each eight (8) hour shift. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour work day is established, the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

ARTICLE 15.00 - SHIFT WORK

15.01

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning. Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement are met.

15.02

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 8:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

15.03

When two (2) or three (3) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium, as set out in the Wage and Benefit Schedule at the beginning of this appendix, shall apply on all hours worked on the second and third shift.

15.04

Employees assigned from one shift to another shall receive at least twenty-four (24) hours notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

15.05

When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

ARTICLE 16.00 – OVERTIME

16.01

- (a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1 1/2) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.
- (b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.

- (c) All other overtime shall be paid at double (2) the regular hourly rate.
- (d) For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked, except in the case of make up time, the first ten (10) hours shall be paid at time and one half (1 1/2) the regular hourly rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the regular hourly rate.
- (e) Two or Three Shift Operations:
Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

16.02

- (a) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month worked up to a maximum accumulation of two full shifts. An initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- (c) Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. An authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. If time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.

- (d) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.
- (e) The Framework Bargaining Committees, inclusive of representatives from both the BCA and Lodge 146, agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.

16.03

- (a) When an employee works more than ten (10) hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the straight time rate of pay. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his Designate and the Employer prior to the commencement of the job.

On unscheduled overtime, where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$20.00 plus one-half (1/2) hour of straight time wages will be paid in lieu of the meal and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate. When a camp is provided, employees shall not receive the \$20.00 meal allowance, but a meal (hot when possible) will be supplied in camp at the end of the shift.

Where a supervisor is required to:

- (i) start up to one (1) hour earlier, or
- (ii) finish up to one (1) hour later, or
- (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02(a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.

- (b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

ARTICLE 17.00 - RECOGNIZED HOLIDAYS

17.01

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable), and travel time per Article 19.02 (where applicable).

17.02

The following Recognized Holidays are common to all areas covered by this Agreement:

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

And any other Holiday(s) that may be proclaimed by Federal or Provincial Governments during the life of this Agreement.

17.03

Double (2) time shall be paid for hours worked on the Holidays recognized in this Agreement.

17.04

Recognized Holidays in this Agreement falling on a Saturday or Sunday shall be observed on the next scheduled work day, unless otherwise mutually agreed. When Christmas Day falls on a Saturday or Sunday, the next two scheduled work days will be observed as Christmas Day and Boxing Day.

Where a recognized holiday falls on a weekday that is regularly a scheduled day off, the following scheduled weekday workday will be observed in lieu thereof, unless otherwise mutually agreed.

ARTICLE 18.00 - WAITING AND REPORTING TIME

18.01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's pay [i.e. eight (8) hours] for each regular working day. This

waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19.01(c)(v) shall govern.

18.02

(a) Inclement Weather:

When an employee reports to work and cannot work because of inclement weather he 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, he shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

(b) 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, he shall be paid two (2) hours reporting time and allowed to leave the job immediately.

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

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

(e) 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.

18.03

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

18.04

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

18.05

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting time. If this occurs more than twice in any one week, Monday through Friday, and including scheduled weekend work, then the employee shall, at his option, be entitled to a layoff.

18.06

When an employee is unable to report for work due to a strike or work stoppage on the project where he is employed, such employee will not be entitled to any reporting time, travel allowance and vehicle allowance.

18.07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue work, he shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, he shall also be paid for the remaining unworked normal daily hours for that day [i.e. eight (8) hours, or in case of compressed work day ten (10) hours] at the applicable rate.

ARTICLE 19.00 - TRAVELLING EXPENSES

19.01

(a) **Free Zone:**

A forty-five (45) kilometer radius free zone around the City Halls of Edmonton, Calgary and any place in which Employees are temporarily domiciled by the Employer shall be established. No transportation or travel allowance shall be applicable within the free zone.

The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five (5) test runs each way, conducted coincidentally with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting for a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid to workers who ride on the provided buses, and only for the days on which they ride the buses.

Notwithstanding the foregoing, on major construction projects located within the free zone, around the Cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 500, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site.

(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
= \$40.23 (i.e. May 1, 2011 rate)
Vehicle Allowance = 2 x 40 km X transportation rate
(Assume transportation rate = 49 cents/km)
= \$39.20
Total: Where Employee drives = \$79.43
Total: Where Employer provides transportation = \$40.23

The Coordinating Committee of Registered Employer Bargaining Agents (Committee) and the Alberta Building Trades (Council) 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 Committee and the Council 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, to the rate so determined by the Committee and the Council.

- (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:
\$84.00 each way
 - Over 200 kilometers to 300 kilometers:
\$120.00 each
 - Over 300 kilometers to 375 kilometers:
(Includes the Empress Area)
\$144.00 each way
 - Over 375 kilometers to 475 kilometers:
\$216.00 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 \$330.00 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 2013 and January 2014. In the event that there is a adjustment in the vehicle allowance, pursuant to the wage and Benefit schedule for 2013 and/or 2014, 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 example, if for 2013, 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, 2013.

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

- (ii) When transportation is provided by means of weekly supplied transportation, an employee at the time of dispatch, will be allowed to elect to use the supplied transportation or receive collective agreement initial / return / rotational allowances. Buses must comply with established standards.

An employee who has elected collective agreement initial/ return/rotation allowances will no longer be paid any such payments not yet received if a new bus route is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.

An employee who has elected collective agreement initial/return/rotation allowances and who is found using bus transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.

If an employee who elects collective agreement initial/return/rotation allowances uses bus transportation for his initial trip, that employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

Regulations shall be established for the use of bus transportation governing behaviour and the use of, e.g. alcohol, tobacco, and other substances.

Notwithstanding the foregoing, an employee who has elected to use provided buses, and who is hired, laid off, or terminated on a day when weekly busing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

- (iii) Employees will qualify for and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.

Should the employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid after thirty (30) calendar days or with his final pay cheque, whichever is the earliest.

If the employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake region, etc.), that employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an employee choose not to accept a transfer, he shall be paid all applicable travel allowances and be considered to be laid off.

- (d) Local residents, as defined in Article 3.07, residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations or rotational leave provisions.

Local residents, as defined in Article 3.07, residing between a forty-five (45) kilometer radius and a seventy-five (75) kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board, or subsistence, or camp accommodations or rotational leave provisions, but shall be paid a travel allowance of thirty dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked.

- (e) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the employees shall be paid for all such time, providing the delay is in excess of 15 minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (f) Reference should be made to Article 20.01(d) regarding lodging only for Calgary non-resident Employees.

19.02

- (a) On a project located over one hundred and sixty (160) radius kilometers from Edmonton City Hall one (1) additional day's subsistence shall be paid for the preceding day.
- (b) If the project is located over two hundred and fifty (250) radius kilometers from Edmonton City Hall, one (1) additional day's subsistence shall be paid for the night following the last day worked.
- (c) In each of the foregoing situations to receive the additional subsistence the employee must provide the Employer with a bona fide commercial accommodation receipt.

- (d) Where the Employer or his client is providing a free bus trip back to the City on the same day as the last shift of the week, the foregoing (ii) shall not be applicable.

19.03

If his employment is terminated for just cause, or the employee leaves of his own accord before having qualified for travelling expenses to and/or from the job, he shall not be entitled to receive the cost of such travel expenses.

19.04

After qualifying for return transportation, if the employee voluntarily terminates his employment he will not be entitled to qualify for transportation for any subsequent trips to that job unless at least fifteen (15) working days have expired between his terminating and his return, except in special cases satisfactory to the Union and the Employer.

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: \$168.00 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 2013 and January 2014. In the event that there is a adjustment in the vehicle allowance, pursuant to the wage and Benefit schedule for 2013 and/or 2014, 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 example, if for 2013, 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, 2013.

- (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:

\$300.00 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.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the work force shall be on such home leave.
- (d) Where the employer supplies transportation, the employee shall not be entitled to the above allowances, subject to the provisions of 19.01(c)(i), save and except that the employee shall remain eligible for rotational leave as per 19.05(a)(ii), 19.05(b)(ii) and 19.05(c).

19.06

An employee shall have the right to refuse a transfer from one job to another, if he has worked until the completion of the job to which he was originally assigned.

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE / ACCOMMODATION

20.01

Employees who are members of the Local Lodge and who are working on projects in that Lodge area shall receive a subsistence allowance under the following circumstances:

- (a) (i) For projects beyond where daily travel applies up to a radius of 475 kilometers from the City Hall of Edmonton, as may be appropriate, the Employer may elect to provide:
 - Camp accommodations which remain available on weekends for those who elect to remain in camp; or
 - Mutually agreed room and board; or
 - Industry agreed subsistence allowance and amendments with the understanding that amendments shall not affect existing projects unless the amended subsistence is given to other crafts.
 - All camps must meet the specification as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 -2018 Camp Rules and Regulations, or any successor thereto. All grievances concerning camp will be resolved through the grievance procedure provided in the B.T.A./C.L.R.A. Camp Rules and Regulations.
- (ii) For projects beyond 475 kilometer radius of the City Hall of Edmonton, the Employer has the same elections as 20.01(a)(i), but on the basis of seven (7) days per week.
- (b) The Employer elected subsistence allowance or room and board will be maintained for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

- (c) Local residents, as defined in Article 3.07, shall not be entitled to subsistence allowance, camp accommodation, nor room and board. Where a camp kitchen is established and where all workers, generally, on a project who are not local residents attend at the camp kitchen to eat their lunches, a local resident employee shall be provided the same mid shift meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is provided on the job site, local residents shall also be entitled to receive hot soup.
- (d) Although the City of Calgary is a free zone (except for local residents), the Employer and the Business Manager shall establish a mutually agreed fixed lodging allowance.
- (e) The Business Manager of the Union may request the Union nominee of the National Maintenance Council issue a formal written request for a subsistence review.
Alternatively the employer may request the employer nominee of the National Maintenance Council issue a formal written request for a subsistence review.
- (f) For each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and service tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten dollars (\$110.00) per day, except for subsistence rates established for specific communities and regions as posted at www.clra.org, www.bcacanada.ca and www.boilermakers.ca.

20.02

For employees supplied or obtained from other sources, entitlement to subsistence allowance / accommodation shall be as follows:

- (a) When a travel card member has deposited his card in another Lodge area, and has solicited work from that Lodge list or an out-of-work list, he shall be considered to be a resident of that List area and shall be entitled to subsistence allowance / accommodation benefits on the same basis.
- (b) In other cases, where the Union supplies men from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence / accommodation.
- (c) Where the Employer obtains or supplies men from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence / accommodation is to be paid; provided however that subsistence / accommodation shall not be paid to any such employee unless he is required to maintain temporary living quarters away from his permanent residence.

20.03

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule. It is understood that the subsistence allowance is a reimbursement toward the expense of the employee's board and lodging

and any goods and services tax paid by the employee in the purchase of board and lodging.

20.04

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided.

There shall be no charge to employees for use of washers and dryers provided on camp jobs.

20.05

Subject to Articles 20.01 and 20.02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20.01 and 20.02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

20.06

Should an employee residing in camp accommodation be requested by the employer or the client's designated camp management personnel to move to another room or camp, the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move. Transportation will be supplied if required.

ARTICLE 21.00 - VACATION WITH PAY

21.01

Each employee shall receive a vacation allowance on his gross wages in accordance with the schedule as set out at the beginning of the appropriate Provincial Appendix, which shall be included in his weekly pay.

21.02

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; and also to waiting and reporting time per Article 18.00; daily travel time per Article 19.01 (where applicable) and travel time per Article 19.02 (where applicable).

ARTICLE 22.00 - PAY DAY

22.01

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

22.02

Employees who are laid off or discharged from the service of the Employer, shall receive their wages and all monies owing and their Unemployment Insurance Contribution Certificate on termination if the payroll is made up on the project, otherwise:

- (a) the employee shall receive an Employer termination slip which shall show either his net pay and deductions, or the basic factors from which his pay will be calculated including: total pay hours, travel time and transportation allowances, subsistence, etc.
- (b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) within three (3) days exclusive of Saturday, Sunday and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days by regular mail, exclusive of Saturday, Sunday and Statutory Holidays, of the date of layoff or termination.

Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours' pay at straight time rates for each day he is kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours' pay.

22.03

When an employee quits of his own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to his last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates.

22.04

The Employer has the option of utilizing an electronic banking system, commonly referred to as direct deposit. If electronic banking is to be used the Employer shall contact the Union prior to the start of the job to finalize the application and details of the system.

ARTICLE 23.00 – WAGES

23.01

The wages for all classifications covered by this Agreement shall be in accordance with the schedule as set out in the Wage and Benefit Schedule (see Appendix A).

Wages will be adjusted during the term of the Collective Agreement as per Article 23.02.

23.02

For employees working under this Agreement, the wage rates and all other benefits and provisions shall be those applicable at the point of hire.

Amounts and effective dates of wage adjustments for industrial work, including any processed or formulae for determining wage adjustments, and processes for determining future wage adjustments will be per the following:

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 7, and whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

1 Definitions and Application

- (a) **“CPI Change”** shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at <http://www40.statcan.gc.ca/l01/cst01/cpis01j-eng.htm>.
- (b) **“Oil Price”** shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the six months prior to the month of a calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>.
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 2012

- (a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.

- (b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.
- (c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st, 2012.

3 2013 and 2014

- (a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.
- (b) The wage adjustment for May shall be:
 - (i) If Oil Price is less than \$60, zero.
 - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
 - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
 - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.
- (c) The wage adjustment for November shall be:
 - (i) If Oil Price is less than \$60, zero.
 - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journey person gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

4 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting there from.

5 Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

Schedule 1: Example Calculations

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

Example 1: January 2012 Calculation for Trade X:

Hypothetically:

- Gross Wage Rate for Trade X = \$54.00
- CPI Change December 2010 – December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = \$55.00
(Assume the Total of the Industrial Gross Rates Effective on April 1st, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = \$55.00)

May 2012 increase for Trade X: $(2\% \div 2) \times \$55.00 = \0.55

November 2012 increase for Trade X: $(2\% \div 2) \times \$54.00 = \0.54

Example 2: January 2013 Calculation for Trade X:

Hypothetically:

- Oil Price Average, July – December 2012 = \$96.66
- CPI Change December 2011 – December 2012 = 1.5%.
- Group 4 Average Wage April 1st, 2013 = \$55.00

May 2013 increase for Trade X: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

Example 3: July 2013 Calculation for Trade X:

Hypothetically:

- April 1st, 2013 Gross Wage Rate for Trade X = \$54.00
- Oil Price Average, January – June, 2013 = \$91.55
- CPI Change June 2012 – June 2013 = 1.5%.

November 2013 increase for Trade X: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:

$\$0.55 + \$0.54 = \$0.99$, which is less than the 2013 limit of $\$54.00 \times 5\% = \2.70

The BCA agrees to communicate to member contractors a request that Pension and Health & Welfare Contributions are to be shown separately on the employee's Pay Stub, where possible.

ARTICLE 24.00 - PROVINCIAL AND FEDERAL LAWS

24.01

In the event any provision of this Agreement is in conflict with Provincial Statutes (Federal in areas where the Provincial Statutes are not applicable), the parties agree to renegotiate such provision for the purpose of making it conform to such Provincial or Federal Statutes where required, however, all other provisions of this Agreement shall remain in force.

24.02

When the employee is away from the jobsite and not under the specific direction and control of the Employer, nothing in this Agreement shall be construed to either increase or decrease the Employer's legal responsibility for the employee, nor the employee's entitlement to Workers' Compensation or other legal status; rather, these shall be determined on their merits in accordance with applicable acts, laws, rulings, and regulations.

ARTICLE 25.00 - BOILERMAKERS' NATIONAL HEALTH AND WELFARE FUND (CANADA)

25.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement, to the Boilermakers' National Health and Welfare Fund (Canada) for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

25.02

The Health and Welfare Fund shall be controlled by the Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives.

25.03

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.

ARTICLE 26.00 - BOILERMAKERS' NATIONAL PENSION FUND (CANADA)

26.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement to the Boilermakers' National Pension Fund (Canada) for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

26.02

The Pension Fund shall be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives.

26.03

A full-time Administrator shall be engaged by the Board of Trustees. The cost of the administration of the Fund shall be borne by the Fund.

ARTICLE 27.00 - APPRENTICES AND APPRENTICESHIP FUND

27.01

Boilermaker Apprentices and Welder Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeymen, within the appropriate classification.

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/ Secretary-Treasurer of Local Lodge 146 and reach a mutually acceptable solution. When the intent of the foregoing has been met, the Union shall not refer additional Apprentices in lieu of Journeymen without the Employer's agreement.

Apprentices shall only be referred, employed and paid at their proper classification and corresponding wage rate.

Apprentices shall not progress to Journeyman wage rate until they have successfully completed their Certificate of Qualification (C of Q) or Boilermaker Red Seal.

27.02

All Apprentices shall be employed in accordance with the provisions of the Alberta Apprenticeship Act and the parties hereto agree to observe all provisions of the said Act.

27.03

Apprentices shall be given the support of the Journeymen working on the job on which the Apprentices are employed, and, the supervision of the Foreman, and, under the guidance of the Journeyman, they may perform rigging, fitting, welding, layout work or any other part of the trade of a Journeyman Boilermaker.

27.04

Local Lodge 146 shall have an Apprenticeship Fund controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the Fund.

27.05

The Parties acknowledge the formation of a National Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees. The parties agree to discuss the principles and structure that should govern such committees.

27.06

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement to the Apprenticeship Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

ARTICLE 28.00 - EDUCATIONAL TRAINING FUND

28.01

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement to the Educational Training Fund for all hours worked, including waiting and reporting time, by all employees covered by this Agreement. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

28.02

The above contributions shall be forwarded monthly to the Business Manager/ Secretary-Treasurer of the Local Lodge in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, social insurance number, hours worked, and amount of contribution.

28.03

The Educational Training Fund and programs are to be administered and controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives.

28.04

The Parties acknowledge the formation of a Jointly Trusteed National Apprenticeship and Educational Training Fund who will act in a coordinating capacity to assist the Local Lodge Educational Training Fund Trustees.

The Employer shall contribute an amount, in cents-per-hour, in accordance with the Wage and Benefit Schedule in this agreement for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred operating a jointly trusteed National Training Program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

ARTICLE 29.00 - EMPLOYERS' RESPONSIBILITY

29.01

It shall be the responsibility of all Employers signatory to this Agreement to comply with the letter of July 1967 relating to subcontracting of work with the jurisdiction of the

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers (See Letter No. 2).

29.02 Non-Destructive Testing:

Where the member Company is responsible for and has control over non destructive testing and sublets such work on a construction project, this work shall be performed by a contractor in agreement with the Boilermaker Union or the Quality Control Council of Canada.

29.03 Participation Agreement:

All Employers employing workmen under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Union agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, pursuant to Articles 25.01 and 26.01, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 25.01 and 26.01 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

29.04

The Employer's liability hereunder to any and all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this agreement, and any consequences arriving out of such failure to remit, in accordance with the terms of the collective agreement.

ARTICLE 30.00 - TANK WORK EMPLOYERS

30.01

The Union and Employers agree to comply with the letter dated May 22, 2007 relating to the performance of tank work (See Letter No. 3).

ARTICLE 31.00 - ADMINISTRATION OF AGREEMENT

31.01

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

31.02

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker

Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2).

ARTICLE 32.00 - IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

32.01

This Agreement shall become effective on date of signing. Increases in wages and all other monetary items shall be effective as provided for in this agreement.

32.02

The current Collective Agreement complete with subsequent amendments shall remain in full force and effect until April 30, 2015, and from year to year thereafter unless either party shall, at least 90 days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

32.03

The party receiving such notification shall have the right to submit counter-proposals provided they are submitted sixty (60) days prior to the expiration of this Agreement.

32.04

The parties shall meet not later than forty-five (45) days prior to the expiration date of this Agreement, and shall negotiate with a view to concluding a Collective Agreement without unnecessary delay.

32.05

If a revised Collective Agreement has not been concluded prior to the expiration date of this Agreement, it may be extended beyond that date to whatever extent may be mutually agreed to between the Union and the BCA of Alberta, or as provided by applicable laws, statutes or regulations.

ARTICLE 33.00 - SUBMISSION OF DUES AND OTHER CONTRIBUTIONS

33.01

The collection and submission of Union Dues as specified in Article 4.00 and the submission of all other contributions as specified in Articles 21.02, 25.00, 26.00, 27.00, 28.00, 31.00 and 34.00 are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The Parties to the agreement may impose penalties which could include:

- (a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the Parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the Parties initiate collection proceedings, the Employer shall bear all the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.

- (b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

33.02

All submissions must be accompanied by a list showing each employee's name (and Social Insurance Number, provided the Union supplies it on his referral slip) and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

33.03

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

33.04

Submissions must be mailed no later than the 15th of the following month.

ARTICLE 34.00 - OTHER CONTRIBUTIONS

34.01 Union Promotion Fund:

The Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1 1/2 or 2).

34.02

The above contributions shall be forwarded monthly to the Business Manager/ Secretary-Treasurer of Local Lodge 146 in whose jurisdiction the work is being performed. The contributions must be accompanied by a report showing each employee's name, Social Insurance Number, hours worked, and amount of contribution.

34.03 Construction Employee & Family Assistance Program Fund (CEFAP):

The Employer shall contribute an amount in cents-per-hour worked, including waiting and reporting time, for all employees covered by this Agreement, in an amount and on the effective dates shown in the Wage and Benefit Schedule.

34.04 Audiometric Testing:

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used for the development and implementation of a National Audiometric Testing program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). An Employer shall permit audiometric testing of the Employees on a project, where approved by the Owner/Client.

ARTICLE 35.00 - ENABLING CLAUSE

35.01

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or arbitration.

35.02 Special Project Needs Agreement:

In keeping with the Owners, Contractors and the Unions desire to have a more efficient way to manage timely requests from Owners for a Project Labour Agreement (PLA) or a "Special Project Needs Agreement" (SPNA), two standardized SPNA templates (*these formal SPNA templates A & B are available on the BCA website: www.bcacanada.ca, and the IBB Lodge 146 website: www.boilermakers.ca) have been agreed to as outlined in the Letter of Understanding, dated May 11, 2011. See Letter No. 5.

Dated this 1st day of May, 2011.

FOR THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS LODGE 146:

SIGNATURE ON FILE

ARNIE STADNICK
Business Manager / Secretary Treasurer, Lodge 146

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA:

SIGNATURE ON FILE

DAVID GALVIN
President & CEO

SIGNATURE ON FILE

ROY KENDALL
Chairman BCA Board of Directors

APPENDIX "A"
ALBERTA WAGE & BENEFIT SCHEDULE (\$)

Boilermakers, Welders, Blacksmiths, Fitters, Riggers, General Foreman,
 Foreman, Assistant Foreman, Journeyman, Apprentice, Helper

EFFECTIVE DATE	01-Feb-11	01-May-11	03-Jul-11
GENERAL FOREMAN	47.73	47.73	47.73
FOREMAN	45.73	45.73	45.73
ASS'T FOREMAN	43.38	43.38	43.38
JOURNEYMAN RATE	40.23	40.23	40.23
3RD YR APPRENTICE ⁽²⁾	35.94	35.94	35.94
2ND YEAR APPRENTICE ⁽²⁾	29.50	29.50	29.50
1ST YEAR APPRENTICE ⁽²⁾	23.05	23.05	23.05
HELPER ⁽²⁾	29.50	29.50	29.50
VACATION PAY	6%	6%	6%
STAT. HOLIDAY PAY	4%	4%	4%
HEALTH & WELFARE	2.25	2.25	2.25
PENSION ⁽¹⁾	9.00	9.00	9.00
UNION PROMOTION	0.15	0.15	0.15
EDUCATIONAL TRAINING	0.50	0.50	0.50
APPRENTICESHIP	0.10	0.10	0.10
NATIONAL TRAINING ⁽³⁾	0.21	0.21	0.21
CEFAP	0.04	0.04	0.04
AUDIOMETRIC TESTING	0.03	0.03	0.03
ADMINISTRATION	0.12	0.12	0.25

***Note:** Please contact the BCA or IBB offices for the rates and remittances applicable in Nunavut, Northwest Territories and the District of Mackenzie.

- (1) Pension contribution includes Special Funding Contribution of \$3.00
- (2) Rates for First, Second & Third Year Apprentices, and Helper are inclusive of the Collective Agreement Rate plus the "Special Funding Contribution" for the Pension Plan.
- (3) Breakdown of National Training funds follows on next page.

APPENDIX "A"
ALBERTA WAGE & BENEFIT SCHEDULE (\$)

Boilermakers, Welders, Blacksmiths, Fitters, Riggers, General Foreman,
 Foreman, Assistant Foreman, Journeyman, Apprentice, Helper

EFFECTIVE DATE	01-Feb-11	01-May-11	03-Jul-11
HOURS OF WORK	(See Article 14.00)		
SHIFT OPERATIONS			
TWO SHIFT			
OPERATION			
2ND SHIFT	3.00	3.00	3.00
3RD SHIFT	3.00	3.00	3.00
OVERTIME	(See Article 16.01)		
TRANSPORTATION			
RATE	0.49	0.49	0.49
SUBSISTENCE	(See Article 20.01) As per approved provincial rates		

Summary of Contributions Contained in National Training (NTTF)

National Training Trust Fund (NTTF)	\$0.05
National Organizing	\$0.04
Health & Safety	\$0.05
Promotion	\$0.03
National Marketing	\$0.04
Temporary Foreign Worker (TFW)*	
RSAP*	

*Suspended as of January 2, 2011

Rev. July 3, 2011

LETTER 1

CLARIFICATION OF CRAFT JURISDICTION

ARTICLE 2.00 - Section 2.02

The Boilermakers' jurisdiction shall include installations such as, but not limited to, all types of Power Plants, Heavy Water Plants, Chemical Plants, Paper Mills, Oil Refineries, Cement Plants, Atomic Plants, Steel Mills, and all other manufacturing and industrial plants, including institutions and commercial buildings where Boilermaker work is being installed.

The Boilermakers' jurisdiction shall include but not be limited to, the construction and erection and assembling of all boilers, parts, and working connections therewith, including boiler fronts, heat units, water walls, tube supports and casing, and steam drums. All connections between the boiler and stack (commonly known as breeching) built of sheet steel or iron, supports for the same, uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts.

Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats, water tower, all iron and steel pipe, fin fan coolers, penstocks, scroll casings and flume work, gates, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joints, including tanks of riveted, caulked or welded construction in connection with swimming pools.

The following work in and around blast furnaces and rolling mills viz, hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work. Gasometers, including all frame work in connection with same.

All iron or steel stacks in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other powerplants and all extensions or repairs of such stacks such as, stack liner and flu's shall be done by Boilermakers.

The erection of all rods or other steel members, attached to the building structure and used for the purpose of supporting tubes and other Boilermaker work, shall be performed by the Boilermakers.

The erection and repair of blast furnaces, including hearth jacket, hearth coolers, tuyere jacket, blast furnace shell, bustle pipe, furnace top ring and dome, oftakes-uptakes, downcomers and attached wearing plates, bleeder pipe, valves and stack, bosh band, dust catcher, hot blast stoves, hot blast valves and castings, gas washer, gas mains, gas precipitators, cold blast main and mixer lines, stove stacks, dust legs, hot ladle cars, supports for main top furnace platform which weld or rivet to shell, stock line brackets and abrasion or wearing plates, tuyere stocks.

The Boilermakers shall also erect catwalks, platforms, stairways and ladders erected on storage tanks for liquid, gas processing tank, and all other tanks and installations commonly referred to as tank farms shall be performed by Boilermakers.

Catwalks, platforms, stairways and ladders supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

Forced and induced Draft Fans. Attachments to the ducts and breeching shall be performed by Boilermakers when the fan comes to the job complete and when the fan is knocked down, the Boilermakers shall erect and install the fan housing. The building of oxygen converters, precipitators, breeching and all types of duct work by any mode or method, stacks in connection with all types of furnaces, soaking pits, condensers, coolers, evaporators, bubble towers, the erection of all types of dry storage tanks requiring tight joints, plate fabricated aqueducts or water line, plate fabricated intake and discharge lines in power plants where riveted or welded joints are used, loading, unloading, handling of Boilermaker material by mode or method, shall be performed by the Boilermakers.

Wheelabrators and Pangborn dust collectors, smelters, fluid bed roasters, separators, electric furnaces, driers, wasteheat boilers, kilns, thickener tanks, atomic power plants, calandrias and calandria tubes, fueling machines, blowout panels, steam generators, all components parts of atomic reactors, cookers, dump tanks and the thermal biological shield plate or tubes, airlocks, pressure relief ducts, all protective radiation liners, end shield rings, hot and cold headers, feeder tubes and all other work and equipment historically performed by Boilermakers.

The following work in and around refineries, heavy water plants and chemical plants viz: reactors, low pressure separator, high pressure separator, recycle gas dryer, K.O. drums, stabilizers, steam drums (all), platform charger heater, feed drums, fractionators, lt. dist. stripper, fract. OWHD receiver, (H₂S) absorbers, additive drum, hydrocyclones, atmospheric columns, strippers (gas & coil), desalters, flash-drums, debutanizers, desohezanizers, deprop feed drums, caustic wash towers, water wash towers, depropanizers, deethanizers, silencers, (slurry) separators, catalyst hoppers, reaction boilers, deaerators, fuel gas mixing drum, sodium sulphate mix vats, air blowers, silos, dust collectors, PL-34 columns, surge tanks, crude tank mixer, mixers, tanks, breakers, centricleaners, evaporators, demisters, drums, furnaces, headboxes, crushers, centrifuges, feed drums, accumulators, sour water drums, coolers, scrubbers, F.C.C. stacks, cyclones, absorbers, depentanizers, fin fan coolers, expanders, deisobutanizers, driers, mixer, treaters, surge drums, acid regenerators, coalescers, washers, extractors, oxidisers, vacuum column, (storage) tempered water tank, coker fractionater, fract. OUH receiver, distillate stripper, water separation drum, coker heater, sulphur converters, agitators, thickener-mechanisms, sieve bends, regenerators, stacks, degasifiers, desalters, clarifiers, kamyrdigester shells, steaming vessels, coolers, precipitators, economizers, deoilers, converters, flash drums, condensers, steam boilers, floatation cells, and pulverizers. In addition to the above mentioned work, the Boilermakers' jurisdiction shall include that work which is set forth in the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Article XI. The Boilermakers shall continue to perform all work that has historically been performed by Boilermakers even though a change in material has occurred.

LETTER 2

LETTER REFERRED TO IN ARTICLE 29.00

**TO: ALL SIGNATORY COMPANIES TO THE BOILER ERECTION
AND FIELD CONSTRUCTION AGREEMENT (CANADA) - 1966 - 1969**

Gentlemen:

During negotiations of this Agreement in June and July of 1966, the Union had requested inclusion of a clause covering sub-contract work on the various projects to be included in the National Agreement. Subsequently this was omitted because of the difficulties in arriving at suitable language which would be satisfactory to both the Union and the signatory companies. However, it was agreed at that time that even though a sub-contract clause was not part of the National Agreement, this did not allow a signatory company to sub-contract their work to a non-union or non-signatory contractors and thus avoid their contractual obligations with the Boilermakers' Union. Therefore, any sub-contract work for field construction should be awarded only to another signatory contractor.

During negotiations, the question of fabrication in various shops of work coming under the jurisdiction of the Boilermakers' Union on field erection, was discussed. It was pointed out to the representatives of the member companies present that considerable difficulty was being experienced and much pressure made to bear by industrial fabricators in agreement with the Boilermakers' Union to having work done in their shops. Further it was pointed out that due to the fact that national contractors had a contractual obligation to the various pipefitting work and fabrication done in shops in agreement with the United Association, on a local or national basis, consideration should be given to the Boilermaker Fabricators when work was being awarded.

The Boilermakers pointed out that contractually there was no obligation for contractors to solicit only companies in agreement with the Boilermakers to do their fabrication work. It was suggested that in order to minimize difficulties that might be encountered in areas where such work is scheduled and which are highly union organized, that contractors try to place their fabrication work in Boilermaker shops or shops which are organized by other A.F.L. or C.I.O. unions.

If, however, it become necessary to place others in non-union shops because of scheduling or by reason of particular manufacturing needs or requirements, then the matters should be discussed with the Boilermakers' International in order that agreement can be reached and any subsequent problems in connection with the field erection of this work be avoided.

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

JOHN D. CARROLL

International Vice President
Eastern Canada

DONALD G. WHAN

International Vice President
Western Canada

**NEGOTIATING COMMITTEE OF THE SIGNATORY COMPANIES TO THE BOILER
ERECTION AND FIELD CONSTRUCTION AGREEMENT (CANADA)**

W. J. GIBSON

Chairman

E. F. DUBOSE

Secretary

Dated this 17th day of July, 1967.

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 select from any Out of Work List one (1) member for each of the following classifications: foreman, fitter, welder, automatic operator (if required), Welder Vertimatic Operator, welding supervisor (if required) for every New Project.

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.

Date: May 22, 2007

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

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS**

SIGNATURE ON FILE

SIGNATURE ON FILE

**JACK BROCHU
PRESIDENT**

**JOSEPH MALONEY
INTERNATIONAL VICE PRESIDENT
WESTERN CANADA**

SIGNATURE ON FILE

SIGNATURE ON FILE

**HUGH TACKABERRY
CHAIRMAN**

**EDWARD POWERS
INTERNATIONAL VICE PRESIDENT
EASTERN CANADA**

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 twenty-five (\$125.00) 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 May 1, 2011 through April 30, 2015.

DATE: May 1, 2011

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

SIGNATURE ON FILE

**DAVID GALVIN
PRESIDENT & CEO**

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

SIGNATURE ON FILE

**ARNIE STADNICK
BUSINESS MANAGER/SECRETARY
TREASURER**

LETTER 5

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

SPECIAL PROJECT NEEDS AGREEMENTS ("SPNA")

1. An SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An Owner is an organization developing an Industrial Construction project in Alberta.

A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form as Template A. SPNA Template A is available on the BCA website: www.bcacanada.ca, and the IBB Lodge 146 website: www.boilermakers.ca.
5. If the project gate is within daily commuting distance (within 125 km. of the city centre of either Calgary, or Edmonton or within 45 km. of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B. SPNA Template B is available on the BCA website: www.bcacanada.ca, and the IBB Lodge 146 website: www.boilermakers.ca.
6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered

by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.

9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

DATE: May 1, 2011

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

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

SIGNATURE ON FILE

SIGNATURE ON FILE

**DAVID GALVIN
PRESIDENT & CEO**

**ARNIE STADNICK
BUSINESS MANAGER/SECRETARY
TREASURER**

LETTER 6

ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent Collective Agreement Negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)
ABC Motel – Company letterhead receipt – Name of Contact Person not required
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

Date of Receipt: September 1, 2010

**Name of Establishment: ABC Motels and Lodging (Company letterhead/Registered)
B&B or Relative (non-registered) – Contact Name – Tom Jones**

Full Address of Establishment: 111 Any Street, Anywhere, Canada

Phone Number: (999)-222-1234

Employee's Full Name: John Smith

Reason for Cost (including date(s)): One night accommodation on August 31, 2010

Total Amount Paid: \$00.00

ADDRESSES

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www.bcacanada.ca

BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

Leonard D. Tucker, *Director, Labour Relations, Western Canada*
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INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

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