

# MEMORANDUM OF AGREEMENT



Amendments to the Collective Agreement



BETWEEN

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

*(hereinafter referred to as the "Union")*

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION  
OF ALBERTA**

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

Attached hereto are amendments, which describe the changes and/or additions to the agreement which expires April 30, 2015.

The Union and the Employer have agreed to all the changes herein and are recommending ratification by their respective parties/constituents.

Dated at Edmonton, Alberta this 31<sup>st</sup> day of May 2015.

For the Union:

For the Employer:

SIGNATURE ON FILE

SIGNATURE ON FILE

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Arnie Stadnick  
Business Manager/Secretary Treasurer  
International Brotherhood of Boilermakers,  
Lodge 146

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David M. Galvin  
President & CEO  
Boilermaker Contractors' Association  
of Alberta

## **FRAMEWORK BARGAINING ITEMS**

Tab 1 – SPNA Template A (redraft)
Tab 2 – SPNA Template B (redraft)
Tab 3 – Overtime and Personal Time Off
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Principles of Workforce Development Initiatives

**TAB 1 – SPNA TEMPLATE (REDRAFT) – SEE ATTACHED**

**TAB 2 – SPNA TEMPLATE (REDRAFT) – SEE ATTACHED**

**TAB 3 - OVERTIME AND PERSONAL TIME OFF**

- \_\_\_01 It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. An employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least three working days' notice of a request for leave of up to one day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- \_\_\_02 A worker who is preauthorized to take personal time off pursuant to the above procedure, 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.
- \_\_\_03 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, 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.

**TAB 4 – TWO BREAK OPTION**

- \_\_\_ When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess

of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

*Note to Draft: The Trade Tables may need to modify the language to best include this provision in their respective collective agreements.*

## **TAB 5 – BACK TO BACK FOUR TENS**

*Add to the Compressed Work Week provision:*

- (b)** A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).
- (c)** When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

## **TAB 6 – WAGE DETERMINATION**

### **Letter of Understanding**

### **By and Between**

**Boilermaker Contractors' Association of Alberta**

### **And**

**International Brotherhood of Boilermakers, Lodge 146**

**Re: Wage Determination**

**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,

## Now Therefore It Is Agreed as follows:

### 1 Definitions and Application

- (a) **“CPI Change”** shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm> .
- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November 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 2015 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, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month of 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 Calculations

- (a) There will be no adjustment to wages on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
  - (i) If “Oil Price” is less than \$65, zero.
  - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If “Oil Price” is \$85 or greater, but less than \$105, 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 1<sup>st</sup> of the year of the adjustment.

- (iv) If "Oil Price" is \$105 or greater, 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 1<sup>st</sup> of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
  - (i) If "Oil Price" is less than \$65, zero.
  - (ii) If "Oil Price" is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
  - (iii) If "Oil Price" is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
  - (iv) If "Oil Price" is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.
- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

**3 Wage Schedules**

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7<sup>th</sup> day of .March or September, for the May and November adjustments, respectively.

**4 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.

**5** This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 17 day of March, 2015, and signed on behalf of the Parties:

\_\_\_\_\_  
International Brotherhood of Boilermakers,  
Lodge 146

\_\_\_\_\_  
Boilermaker Contractors' Association of  
Alberta

## **TAB 8 – ELECTRONIC RECORDS**

Each Collective Agreement shall provide, as an option for the Employer, the use of electronic pay records and records of employment. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.

## **TAB 9 - HOLIDAY OBSERVANCE**

For the purposes of this section, a “regular work day” is a day for which straight time rates would apply and an “overtime day” is a day for which overtime rates would apply to all hours worked.

Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day. Under these circumstances, work performed on the day on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

## **TAB 10 - CANADIAN MODEL**

### **Collective Agreement References to Alcohol and Drug Policy**

Each collective agreement shall contain the below provisions. By agreement of the parties to any collective agreement, one or more of the exceptions (re Random Testing and/or Site Access Testing and Dispatch Conditions) may be omitted from the Collective Agreement.

#### **7.07**

a) **Concurrence**

Except for the matters set out in articles 7.07 (b) and 7.07 (c) below, the *Canadian Model* dated October 8, 2014, Version 5.0, [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* 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) **Collection Site Documentation**

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

f) **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*.

## **TAB 11 – SAFETY TRAINING CERTIFICATES**

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

## **TAB 12 – TOOLS AND PROTECTIVE EQUIPMENT**

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

loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.

*Note: This will be a minimum collective agreement requirement, recognizing that some collective agreements will continue to have more rigorous provisions.*

### **TAB 13 – STANDARD REQUIREMENTS FOR FOOTWEAR AND EYEWEAR**

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- (a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
- (b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

### **TAB 14 - VOLUNTARY LAY-OFFS**

Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.

### **TAB 15 – SUBSISTENCE REVIEW COMMITTEE COMPOSITION AND PROCESS**

Replace appropriate provisions of standard language with the following:

***(iii) The Subsistence Review Committee will consist of:***

- ***One (1) representative appointed by the Building Trades of Alberta;***

- ***One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;***
- ***One (1) representative appointed by the National Maintenance Council; and***
- ***One (1) representative appointed by the Boilermaker Contractors' Association on behalf of Contractors signatory to the National Maintenance Agreement and / or the General Presidents Agreement.***

***Appointees shall not be directly involved with the issue at hand.***

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the ***majority of the*** Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the ***majority of the Committee*** agrees with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

Letter of Understanding for RSAP

Letter of Understanding for Appeal Process

## **BOILERMAKER TRADE SPECIFIC AGREED TO ITEMS**

### **Article 1.01**

Add between 1st and 2nd Paragraphs - 'The parties to this agreement support the principles of respect in the workplace and the fair treatment of all employees.'

### **Article 3.03 – Communication Only, Not in Collective Agreement**

BCA will clarify with member Contractors situations applicable to Foremen working on the tools. The BCA will also clarify the process to be followed for the utilization of name hire for Foreman and General Foreman.

### **Article 3.06**

Amend 2nd Paragraph to read:

The Employer shall discuss, in advance of the job commencing, the availability of qualified General Foremen with the Business Manager (or his designated Business Representative). 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.

### **Article 3.08**

Amend to include new bullet (f).

As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.

### **Article 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 Company will provide written response to the Local Union upon refusal to hire.

### **Article 4.07**

The Employers will notify the Union of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

**Article 7.03**

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

**Article 7.08**

Agreed to update to Canadian Model version 5.0.  
BCA to notify other Locals of new version.  
Parties to discuss appeal process post bargaining.

**Article 8.05 (a) – Communication Only, Not in Collective Agreement**

BCA will clarify with member Contractors the qualification of payment upon completion of successful weld tests.

In the event the worker is required to take multiple weld procedure tests and passes some but fails others they will be paid for the successful test(s) if not hired.

If hired, welders should be utilized on the weld procedures that they have successfully completed.

**Article 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.~~

**Article 10.02**

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

**Article 15.00**

**Shift Premium** – Increase by \$0.25 effective first Sunday in May 2015  
Increase by \$0.25 effective first Sunday in May 2017

**Article 16.01**

Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the employee's supervisor in the event of a pre-planned and pre-approved absence or if the employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

**Article 16.03**

Increase meal allowance to \$40.00.

**Article 18.07 – Communication Only, Not in Collective Agreement**

BCA will clarify with member Contractors the requirement for after-hours compensation due to a post incident or reasonable cause investigation requiring the completion of an alcohol and drug test that exceeds normal quitting time.

**Article 19.01 (d)**

Increase to \$36 and \$19 per the other mechanical trades.

**Article 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. Final payment and ROE may also be completed electronically.

**Article 25.02 & 25.03 - Delete**

**Article 26.02 & 26.03 – Delete**

**Article 34.04 – Delete**

Post Bargaining parties to discuss action plan for audiometric testing.

**Article 30.00 – Tank Letter**

'Amend 4th Paragraph to the following:

The Employer with mutual agreement with the Local Business Manager will be permitted to name hire from the Out of Work List of the Local Lodge, two (2) employees who are qualified to and will perform the operation of any automatic welder. The employer may

also select six (6) Journeypersons from any Out of Work List of the Local Lodge for every New Project for up to the first four tanks. For every additional group of four tanks or part thereof the Employer will be extended the same name hire provisions as above.

'Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

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

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

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

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

In the event the worker is required to take multiple tests and passes some of the tests but fails others they will be paid for the time taken on successful tests if not hired.

### **TIG Incentive Letter**

Amend letter of understanding expiration date to April 30, 2019. Amend amount to \$175.00.

### **Other Items Agreed To:**

#### **CEFAP**

BCA to keep Local 146 posted.

#### **Communication**

A Joint BCA Local 146 Liaison Committee shall be formed which will be comprised of the BCA Board of Directors and Member Contractors of the Boilermaker Contractors' Association of Alberta, and the Business Manager and Local Representatives of Lodge

146. The Liaison Committee shall meet at least once during each calendar year or more periodically upon request.

### **Electronic Funds Deposits**

All Contractors will remit contributions electronically no later than May 1, 2016.

### **Payroll Error Language**

Amend Collective Agreement to include payroll error language:

Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays and Statutory Holidays after notification of the shortage is received in writing and acknowledged by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay the penalty amount of \$100.00 per day exclusive of Saturdays, Sundays and Statutory Holidays as noted above, from the date the issue was raised by the employee and received in writing and acknowledged by the Company.

### **Payroll Overpayment**

Amend Collective Agreement to include payroll overpayment language:

If the employer determines that an error of overpayment has occurred, the union will make reasonable attempt to assist the employer to recover monies that were overpaid to the employee by the employer.

### **Job Ready/Core Training Dispatch**

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



## **ICCS Designation**

Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid additional premiums of one (\$1.00) dollar per hour (\$1.50 per hour effective May 7, 2017). In no event shall this hourly rate be greater than the applicable overtime rate plus the ICCS premium. Incorporate ICCS Designation Letter into the Collective Agreement.