



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: September 4, 2022 to April 30, 2025.
The balance of two (2), two (2) year Agreements back to back.*

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

INDEX

Article	Page
1.00 PURPOSE	3
2.00 RECOGNITION AND CRAFT JURISDICTION	3
3.00 MANAGEMENT RIGHTS	4
4.00 UNION SECURITY AND DUES COLLECTION	6
5.00 NO STRIKES OR LOCKOUTS	8
6.00 JURISDICTIONAL DISPUTES	8
7.00 WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION	9
8.00 WELDING TESTS	11
9.00 ACCESS TO JOBS	13
10.00 STEWARDS	13
11.00 GRIEVANCE PROCEDURE	13
12.00 EMPLOYER, UNION GRIEVANCES	16
13.00 ARBITRATION	16
14.00 HOURS OF WORK	17
15.00 SHIFT WORK	19
16.00 OVERTIME	20
17.00 RECOGNIZED HOLIDAYS	21
18.00 WAITING AND REPORTING TIME	22
19.00 TRAVELLING EXPENSES	24
20.00 SUBSISTENCE ALLOWANCE/ACCOMMODATION	29
21.00 VACATION WITH PAY	32
22.00 PAY DAY	32
23.00 WAGES	33
24.00 PROVINCIAL AND FEDERAL LAWS	33
25.00 BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)	34
26.00 BOILERMAKERS' NATIONAL PENSION PLAN (CANADA)	34
27.00 APPRENTICES AND APPRENTICESHIP FUND	34
28.00 EDUCATIONAL TRAINING FUND	35
29.00 EMPLOYERS' RESPONSIBILITY	36
29.02 NON-DESTRUCTIVE TESTING	36
29.03 PARTICIPATION AGREEMENT	36
30.00 TANK WORK EMPLOYERS	37
31.00 ADMINISTRATION OF AGREEMENT	37
32.00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT	37
33.00 SUBMISSION OF DUES AND OTHER CONTRIBUTIONS	38
34.00 OTHER CONTRIBUTIONS	38
35.00 ENABLING CLAUSE	39
WAGE & BENEFIT SCHEDULE APPENDIX A	41
ADDENDA:	
LETTER #1 CLARIFICATION OF CRAFT JURISDICTION (REFERRED TO IN ARTICLE 2.00)	43
LETTER #2 SUBCONTRACTING OF WORK (REFERRED TO IN ARTICLE 29.00)	45
LETTER #3 TANK WORK EMPLOYERS (REFERRED TO IN ARTICLE 30.00)	47
LETTER #4 TIG WELDER INCENTIVE (REFERRED TO IN ARTICLE 8.00)	49
LETTER #5 ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT	50
LETTER #6 REFERRAL FOR CASE MANAGED AFTERCARE	51

LETTER #7 RAPID SITE ACCESS PROGRAM	53
LETTER #8 CONTINUING CASE MANAGED AFTERCARE	55
LETTER #9 CANADIAN MODEL VERSION 6.0	57
LETTER #10 INDUSTRIAL CONSTRUCTION CREW SUPERVISOR DESIGNATION	59

NOTE:

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

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 parties to this Agreement support the principles of respect in the workplace and the fair treatment of all Employees.

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 Memorandum of Agreement dated July 29, 2022 forms part of this Collective Agreement.

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

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 that 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 foreperson.

2.06

When a tool crib is established by an Employer on a job on which their work is predominantly Boilermaker jurisdiction, and an attendant is required, they 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 foreperson 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 Benefit Plans (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 foreperson, foreperson, and assistant foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of general foreperson, foreperson and assistant foreperson is the sole responsibility of the Employer.

3.06

General foreperson shall be utilized by an Employer whenever they have established this level of supervision on their 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, in advance of the job commencing, the availability of qualified general foreperson with the Business Manager/Secretary-Treasurer or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a general foreperson, and the determination and acceptance of their 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 kilometres from the project for at least six (6) months immediately preceding date of hire. An Employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside and for which they 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 toward 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 Regional Municipality of Wood Buffalo, 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 twenty-five percent (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 twenty-five percent (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 foreperson) the foreperson shall be allowed to work with the tools. The Union recognizes that there may be situations where a general foreperson or assistant foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.
- (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, that 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 4.00 - 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 they 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 their membership in the Union or their participation in its lawful activities. The Employer will provide written response to the Union upon refusal to hire.

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

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.

4.04

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.

4.05

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 fifteenth (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.

4.06

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.

4.07

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.

4.08

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.

4.09

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

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 four hundred dollars (\$400.00).

7.03

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

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

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

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

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the Employees' clothes may be abnormally or permanently damaged, the Employer shall

supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the Employee for all Employees covered by this Agreement. On such work, Employees shall be allowed 15 minutes for wash-up time prior to the conclusion of their shift.

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

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

7.04

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.

7.05

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.

7.06

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

7.07

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

The Union agrees to provide the Employer with qualified Employees (including Apprentices) who hold the following core health and safety training, WHMIS 2015 (GHS), Confined Space Entry, Audiometric Testing, Fall Arrest/Fall Protection, Quantitative Respirator Fit tested, Common Safety Orientation (CSO) and Aerial Work Platform

Theory (effective May 1, 2023). Where required by the Customer/Client potential Employees shall have current CSTS certification or equivalent and H2S Awareness.

Job Ready/Core Training Dispatch

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

7.08

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

ARTICLE 8.00 - WELDING TESTS

8.01

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

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

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

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

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

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 their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them 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 their certificate will depend, they shall not be required to do so under conditions which would unfairly affect their 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 (effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties (effective September 4th, 2022), expiring April 30, 2025. The balance of two (2), two (2) year Agreements back to back.) 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 Job Steward from among the qualified working journeyman Employees.

10.02

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

10.03

The Job Steward shall be retained until the end of the job, provided there is work available for which they are 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 foreperson, foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

10.05

The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Job Steward has been performing the type of work involved during the preceding regular shift, they 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 foreperson 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 their 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/Secretary-Treasurer or their 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/Secretary-Treasurer or their designated representative and a representative of the Employer. After this meeting, the Employer shall give their 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 their 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

- a) If a difference arises between the parties to or persons bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to communicate and/or meet and endeavour to resolve the difference.
 - (i) Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon.
- b) If the parties are unable to resolve a difference referred to in clause (a), either party may notify the other in writing of its desire to submit the difference to arbitration.
- c) The notice referred to in clause (b) shall
 - (i) contain a statement of the difference, and
 - (ii) specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- d) On receipt of a notice referred to in clause (b), the party receiving the notice
 - (i) if it accepts the person or one of the persons suggested to act as arbitrator, shall, within seven (7) days, notify the other party accordingly, and the difference shall be submitted to the arbitrator, or
 - (ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days, notify the other party accordingly and send

the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

- e) If the parties are unable to agree on a person to act as the single arbitrator, either party may request under the Labour Relations Code to the Director in writing to appoint a single arbitrator.
- f) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- g) The arbitrator shall inquire into the difference and issue an award in writing, and the award is final and binding on the parties and on every Employee affected by it.
- h) The parties agree to share equally the expenses of the arbitrator.
- i) Except as permitted in clause (j), the arbitrator shall not alter, amend or change the terms or conditions of the Collective Agreement.
- j) If the arbitrator by the arbitrator's award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- k) Where the arbitrator determines that an Employee has been discharged or disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator may substitute for the discharge or discipline some other penalty that in the arbitrator's opinion is just and reasonable in the circumstances.
- l) The arbitrator may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the Collective Agreement.
- m) (i) If the parties to a Collective Agreement that provides for the appointment of a single arbitrator are unable to agree on a person to act as a single arbitrator within fourteen (14) days after the notice requiring that the matter go to arbitration, or any longer period that the Collective Agreement may contain for the selection of a single arbitrator, either party may, in writing, request the Director to appoint a single arbitrator.
- n) (ii) The expenses and remuneration of a single arbitrator appointed under subsection (1) shall be paid jointly by the parties.

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 their representative, the International Vice President or their representative or the Employer, the Boilermaker Contractors' Association or their 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 their 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 their 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/Secretary-Treasurer 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/Secretary-Treasurer 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

(d) **Back to Back Compressed Work Weeks – Four Tens**

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).

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.

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 their regular lunch break except in emergency or special circumstances, in which case, they 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, they shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to their 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.

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.

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, they shall be paid overtime at the rate of time and one-half (1 ½) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate
- (b) 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.
- (c) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.
- (d) All other overtime shall be paid at double (2) the regular hourly rate.
- (e) For the purpose of computing overtime pay, when a compressed work week is scheduled and Monday or Friday is worked (in the case of Article 14.02 (d)), except in the case of make up time (Article 14.02 (c)), the first ten (10) hours shall be paid at time and one half (1 ½) 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.
- (f) 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. 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.
- (b) A worker that 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.

- (c) 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.

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 their 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/Secretary-Treasurer or their 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 \$40.00 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 \$40.00 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

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 a regular work day, the General Holiday will be observed on the day it falls. Under these circumstances, work performed shall be paid at double (2) time.

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.

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, they shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days they are 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)(i) shall govern.

18.02

(a) **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.

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

(c) 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.

(d) 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.

(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 their 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 they are 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 to continue work, they 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, they 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) kilometre 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 Union 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 (45) 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 five hundred (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) kilometre 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 kilometre 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 eighty (80) kilometres per hour at the Employee's applicable base rate, from the point where the edge of the forty-five (45) kilometre radius free zone intersects the road which takes the shortest most appropriate route to the project and return to the intersecting point.

Example: A Journeyperson travelling to a project located forty (40) road kilometres from the edge of the free zone at eighty (80) kilometres per hour each way would receive the following for each day worked.

$$\begin{aligned} \text{Travel Allowance} &= 2 \times 40 \text{ km} / 80 \text{ km/hr.} \\ &= 1 \text{ hour at base rate} \\ &= \$50.27 \text{ (i.e. September 4, 2022 rate)} \end{aligned}$$

Vehicle Allowance = 2 x 40 km X transportation rate
(Assume transportation rate = 58 cents/km)
= \$46.40

Total: Where Employee drives = \$96.67

Total: Where Employer provides transportation = \$50.27

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

(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 their employment, based upon a radius from Edmonton City Hall as follows:

- Up to 200 kilometres:
\$98.00 each way
- Over 200 kilometres to 300 kilometres:
\$139.00 each
- Over 300 kilometres to 375 kilometres:
(Includes the Empress Area)
\$168.00 each way
- Over 375 kilometres to 475 kilometres:
\$250.00 each way
or actual airfare if suitable proof of air transport is provided to the Employer. If a taxi is utilized, a receipt is required.
- Over 475 kilometres – as mutually agreed between the parties to this Agreement to a maximum of \$383.00 or airfare inclusive of taxes in the event this is the most practical method of accessing the project. If a taxi is utilized, a receipt is required.

The Initial and Return Transportation Allowances set out herein shall be subject to review in January of each year. In the event that there is an adjustment in the vehicle allowance, pursuant to the Wage and Benefit schedule, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year, for the term of the Collective Agreement which expires April 30, 2025. For example, if for 2023, the vehicle allowance is increased by four percent (4%), each allowance shall be increased by four percent (4%), rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2023. Notwithstanding the above, when transportation is provided by the Employer, no travel allowance will be paid.

- (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 their 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 their 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, they 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) kilometre 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) kilometre radius and a seventy-five (75) kilometre 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-six dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of nineteen dollars (\$19.00) will be paid for each day worked.

- (e) When the transportation provided by the Employer for the conveyance of Employee is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employee shall be paid for all such time, providing the delay is in excess of fifteen (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 kilometres 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 kilometres 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 their 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 their employment is terminated for just cause, or the Employee leaves of their own accord before having qualified for travelling expenses to and/or from the job, they shall not be entitled to receive the cost of such travel expenses.

19.04

After qualifying for return transportation, if the Employee voluntarily terminates their employment they 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 their terminating and their return, except in special cases satisfactory to the Union and the Employer.

19.05 Rotation Allowances:

(a) On jobs located beyond three hundred (300) kilometres radius to a maximum of four hundred and seventy-five (475) kilometre radius from Edmonton City Hall, the Employer shall:

- (i) Pay an allowance of: \$194.00 after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
Where the Employee accepts Employer supplied transportation, they shall not be entitled to the above allowance.

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

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

(b) On jobs located beyond a four hundred and seventy-five (475) kilometre 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:

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

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

(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 they have worked until the completion of the job to which they were 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 four hundred and seventy-five (475) kilometres 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 Unions 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. Camp Rules and Regulations.
- (ii) For projects beyond four hundred and seventy-five (475) kilometre 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 themselves. 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/Secretary-Treasurer shall establish a mutually agreed fixed lodging allowance.
- (e) (iii) The Subsistence Review Committee will consist of:
- One (1) representative appointed by the Union;
 - 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 Alberta Boilermaker 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.

- (f) The Business Manager/Secretary-Treasurer of the Union may request that the representative appointed by the National Maintenance Council issue a formal written request for a subsistence review. Alternatively the employer may request that the representative appointed by the Boilermaker Contractors' Association issue a formal written request for a subsistence review.
- (g) 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 their card in another Lodge area, and has solicited work from that Lodge list or an out-of-work list, they 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 Journeypersons 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 Journeypersons 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 they are required to maintain temporary living quarters away from their 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, they 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, they 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, they 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 their gross wages in accordance with the Wage and Benefit Schedule (see Appendix "A"), which shall be included in their 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

- (a) 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.
- (b) 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.

- (c) 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.

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 their net pay and deductions, or the basic factors from which their 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 they are 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 their 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 their 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 may opt to utilize a payroll system which provides for direct deposit as well as electronic pay records and electronic records of employment. In the case of electronic pay records, printed pay records shall be issued for each pay period for Employees who do not have the capability to access such electronic records. Upon request, a printed record of employment shall also be issued to the Employee.

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

Wages to be adjusted as follows:

- \$5.00 increase to the Journeyperson Total Wage Package in year 1, effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties (effective September 4, 2022).
- First Sunday in May 2023 - \$3.00 increase to the Journeyperson Total Wage Package
- First Sunday in May 2024 - \$2.50 increase to the Journeyperson Total Wage Package

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 PLAN (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 Plan (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).

ARTICLE 26.00 - BOILERMAKERS' NATIONAL PENSION PLAN (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 Plan (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).

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) Journeyperson, 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 Journeyperson 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 Journeyperson 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 Skilled Trades and Apprenticeship Education Act and the parties hereto agree to observe all provisions of the said Act.

27.03

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

27.04

Local Lodge 146 shall have an Apprenticeship Fund controlled by a Board of Trustees consisting of an equal number of Employer representative 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 Boilermakers' National Health Plan (Canada), and Boilermakers' National Pension Plan (Canada) contributions. The Employer and the Union agree that where the Board of Trustees of the Boilermakers' National Pension Plan (Canada) or the Boilermakers' National Health Plan (Canada) 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 August 23rd, 2022 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, a Joint Liaison Committee shall be formed which will be comprised of the BCA and Member Contractors of the Boilermaker Contractors' Association of Alberta, and the Business Manager/Secretary-Treasurer and Local representatives of Lodge 146. The Liaison Committee shall meet at least once during each calendar year or more periodically upon request.

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, 2025, 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 their 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.

Effective May 1, 2016 - the submission of Union dues and all other contributions shall be by electronic means unless the Local Lodge agrees otherwise and must be made by 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 Boilermaker Contractors' of Alberta Employee Assistance Program (BCABEAP):

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 Workforce Development Initiatives

Employers will contribute \$0.02 per hour worked, including waiting and reporting time, to the Workforce Development Initiatives until such time as the wage adjustment formula results in a wage increase or as agreed to by the Alberta Employers Coordinating Committee. Thereafter \$0.01 per hour worked will be remitted on behalf of the Employer and \$0.01 per hour worked will be deducted on behalf of the Employee.

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.

Dated this 23rd day of August, 2022.

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

SIGNATURE ON FILE

HUGH MACDONALD
Business Manager/Secretary-Treasurer

SIGNATURE ON FILE

DEAN MILTON
Chair, Bargaining Committee

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA:

SIGNATURE ON FILE

MARTY ALBRIGHT
Director of Labour Relations

SIGNATURE ON FILE

GLENN TARDIF
Chair, Board of Directors

Note: Refer to BCA Website for Current Wage and Benefit Schedule

**BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 146)**

**APPENDIX "A": ALBERTA
WAGE AND BENEFIT SCHEDULE**

(REVISED FOR SETTLEMENT - EFFECTIVE SEPTEMBER 4, 2022)

Classification	Effective Date	Hourly Wage Rate	Vacation Pay 6%	Statutory Holiday Pay 4%	Employer Contributions (Outside the Total Wage Package)										Total Cost	Workforce Development Trust (5)			
					(A) Health Plan	(A) Pension	(A) Union Promotion	(A) Educational Training	(A) Apprenticeship	(A) National Training (2)	(A) Total Wage Package	(B) BCABEAP	(A) National Training (2)	(B) RSAP			(A) Administration (3)	(A) Job Ready Dispatch Program (4)	(B) Workforce Development Trust (5)
General Foreperson (1) (JP + \$7.50)	Sept. 4, 2022	57.77	3.47	2.31	3.65	6.00	0.15	0.50	0.10	0.27	74.22	0.04	0.04	0.12	0.25	0.15	-	74.82	0.01
	May 7, 2023	60.50	3.63	2.42	3.65	6.00	0.15	0.50	0.10	0.27	77.22	0.04	0.04	0.12	0.25	0.20	-	77.87	0.01
	May 5, 2024	62.77	3.77	2.51	3.65	6.00	0.15	0.50	0.10	0.27	79.72	0.04	0.04	0.12	0.25	0.25	-	80.42	0.01
Foreperson (1) (JP + \$5.50)	Sept. 4, 2022	55.77	3.35	2.23	3.65	6.00	0.15	0.50	0.10	0.27	72.02	0.04	0.04	0.12	0.25	0.15	-	72.62	0.01
	May 7, 2023	58.50	3.51	2.34	3.65	6.00	0.15	0.50	0.10	0.27	75.02	0.04	0.04	0.12	0.25	0.20	-	75.67	0.01
	May 5, 2024	60.77	3.65	2.43	3.65	6.00	0.15	0.50	0.10	0.27	77.52	0.04	0.04	0.12	0.25	0.25	-	78.22	0.01
Assistant Foreperson (JP + \$3.15)	Sept. 4, 2022	53.42	3.21	2.14	3.65	6.00	0.15	0.50	0.10	0.27	69.44	0.04	0.04	0.12	0.25	0.15	-	70.04	0.01
	May 7, 2023	56.15	3.37	2.25	3.65	6.00	0.15	0.50	0.10	0.27	72.44	0.04	0.04	0.12	0.25	0.20	-	73.09	0.01
	May 5, 2024	58.42	3.51	2.34	3.65	6.00	0.15	0.50	0.10	0.27	74.94	0.04	0.04	0.12	0.25	0.25	-	75.64	0.01
Journeyperson	Sept. 4, 2022	50.27	3.02	2.01	3.65	6.00	0.15	0.50	0.10	0.27	65.97	0.04	0.04	0.12	0.25	0.15	-	66.57	0.01
	May 7, 2023	53.00	3.18	2.12	3.65	6.00	0.15	0.50	0.10	0.27	68.97	0.04	0.04	0.12	0.25	0.20	-	69.62	0.01
	May 5, 2024	55.27	3.32	2.21	3.65	6.00	0.15	0.50	0.10	0.27	71.47	0.04	0.04	0.12	0.25	0.25	-	72.17	0.01
3rd Year Apprentice (90%)	Sept. 4, 2022	45.24	2.71	1.81	3.65	6.00	0.15	0.50	0.10	0.27	60.43	0.04	0.04	0.12	0.25	0.15	-	61.03	0.01
	May 7, 2023	47.70	2.86	1.91	3.65	6.00	0.15	0.50	0.10	0.27	63.14	0.04	0.04	0.12	0.25	0.20	-	63.79	0.01
	May 5, 2024	49.74	2.98	1.99	3.65	6.00	0.15	0.50	0.10	0.27	65.38	0.04	0.04	0.12	0.25	0.25	-	66.08	0.01
2nd Year Apprentice (75%)	Sept. 4, 2022	37.70	2.26	1.51	3.65	6.00	0.15	0.50	0.10	0.27	52.14	0.04	0.04	0.12	0.25	0.15	-	52.74	0.01
	May 7, 2023	39.75	2.39	1.59	3.65	6.00	0.15	0.50	0.10	0.27	54.40	0.04	0.04	0.12	0.25	0.20	-	55.05	0.01
	May 5, 2024	41.45	2.49	1.66	3.65	6.00	0.15	0.50	0.10	0.27	56.27	0.04	0.04	0.12	0.25	0.25	-	56.97	0.01
1st Year Apprentice (60%)	Sept. 4, 2022	30.16	1.81	1.21	3.65	6.00	0.15	0.50	0.10	0.27	43.85	0.04	0.04	0.12	0.25	0.15	-	44.45	0.01
	May 7, 2023	31.80	1.91	1.27	3.65	6.00	0.15	0.50	0.10	0.27	45.65	0.04	0.04	0.12	0.25	0.20	-	46.30	0.01
	May 5, 2024	33.16	1.99	1.33	3.65	6.00	0.15	0.50	0.10	0.27	47.15	0.04	0.04	0.12	0.25	0.25	-	47.85	0.01
Helper (75%)	Sept. 4, 2022	37.70	2.26	1.51	3.65	6.00	0.15	0.50	0.10	0.27	52.14	0.04	0.04	0.12	0.25	0.15	-	52.74	0.01
	May 7, 2023	39.75	2.39	1.59	3.65	6.00	0.15	0.50	0.10	0.27	54.40	0.04	0.04	0.12	0.25	0.20	-	55.05	0.01
	May 5, 2024	41.45	2.49	1.66	3.65	6.00	0.15	0.50	0.10	0.27	56.27	0.04	0.04	0.12	0.25	0.25	-	56.97	0.01

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

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

Note: Refer to BCA Website for Current Wage and Benefit Schedule

**BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 146)**

**APPENDIX "A": ALBERTA
WAGE AND BENEFIT SCHEDULE**

(REVISED FOR SETTLEMENT - EFFECTIVE SEPTEMBER 4, 2022)

Effective Date	First Pay Period following May 1, 2022
Hours of Work	(See Article 14.00)
Shift Operations	
Two Shift Opertn.	3.50
3rd Shift	3.50
Overtime	(See Article 16.01)
Transportation Rate	0.58
Subsistence	(See Article 20.01) As per approved provincial rates

Summary of Contributions contained in National Training (NTTF)	
National Training (NTTF)	0.10*
(*\$0.04 of the above \$0.10 National Training (NTTF) total is outside the Total Wage Package as to not skew the relativity with other Alberta trades.)	
IBB/Union Funds	
National Organizing	\$0.04
Health & Safety	\$0.10
Union Promotion	\$0.03
National Marketing	\$0.04

FOOTNOTES:

- (1) Effective May 6, 2012, General Foreperson & Foreperson who hold the Industrial Construction Crew Supervisor (ICCS) designation will be paid an additional premium of \$1.00 (\$1.50 effective May 2017).
- (2) See above for breakdown of National Training.
- (3) The Employer will contribute \$0.05 per hour paid to the BCA to provide for a Resource Manager/Workforce Planning. Effective May 6, 2012, this \$0.05 from the Employer will be suspended until further notice.
- (4) The Area Labour Agreement was enabled effective January 1, 2017 to include a \$0.05 per hour earned (employer contribution) for the Job Ready Dispatch Program. Effective September 4, 2022, the employer contribution for the Job Ready Dispatch Program will increase to \$0.15 per hour earned. Effective May 7, 2023, the employer contribution for the Job Ready Dispatch Program will increase to \$0.20 per hour earned. Effective May 5, 2024, the employer contribution for the Job Ready Dispatch Program will increase to \$0.25 per hour earned. The Job Ready Dispatch Program contribution will be remitted to IBB Local Lodge 146.
- (5) Effective May 3, 2015, the Employer will contribute \$0.02 per hour worked to the Workforce Development Trust (WDT) Initiatives until such time as the wage adjustment formula results in a wage increase or as agreed to by the Alberta Employer's Coordinating Committee. Thereafter, \$0.01 per hour worked will be remitted on behalf of the Employer and \$0.01 per hour worked will be remitted on behalf of the employee. Effective May 3, 2015, the BCA of Alberta has contributed \$0.02/hour worked to the WDT on behalf of the Employers. Effective November 4, 2018, as a result of the wage increase, \$0.01 has been deducted from the increase and will be remitted on behalf of the Employee for the Workforce Development Trust (per hour worked). The remaining \$0.01/hour worked contribution will continue to be made by the BCA of Alberta to the WDT until the expiry of the current Collective Agreement.

Refer to Footnotes on page 2

(A) = Based on Hours Earned
(B) = Based on Hours Worked

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

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

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

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

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

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

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

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

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

Dated: 23rd Day of August, 2022

For the Union:

For the Employer:

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

LETTER 4

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

TIG WELDER INCENTIVE TEST FEE

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

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

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

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

This Letter of Understanding is effective for the term of the Agreement. The term of the Collective Agreement is effective the 2nd Sunday after ratification and approval of the total wage package distribution, by both parties (effective September 4th, 2022), and expires April 30, 2025.

DATE: 23rd Day of August, 2022

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

SIGNATURE ON FILE

**MARTY ALBRIGHT
DIRECTOR OF LABOUR RELATIONS**

SIGNATURE ON FILE

**GLENN TARDIF
CHAIR, BOARD OF DIRECTORS**

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

**DEAN MILTON
CHAIR, BARGAINING
COMMITTEE**

LETTER 5

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

LETTER #6

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

Re: Referral for Case Managed Aftercare

Whereas:

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

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

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

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

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

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

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

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

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

All of which is agreed this 23rd day of August, 2022:

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

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

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

Re: Rapid Site Access Program

Whereas:

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

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

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

All of which is agreed this 23rd day of August, 2022:

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

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

SIGNATURE ON FILE

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

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

LETTER #8

LETTER OF UNDERSTANDING

By and Between

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

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

Re: Continuing Case Managed Aftercare

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

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

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

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

- 1) Individuals who are in case managed aftercare for a violation of the **Canadian Model** and who are not working for a Participating RSAP Contractor or employed under the Collective Agreement between the parties listed above and are not eligible for funding under the Boilermaker Contractors of Alberta Employee Assistance Program ("BCABEAP") eligibility criteria, shall be permitted the option to participate in continuing their case managed aftercare. The Union and the individual must state their agreement to participate in continuing case managed aftercare in writing. This written agreement will allow the required case managed aftercare to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the individual is not working for an RSAP Participating Contractor or employed under the Collective Agreement between the parties listed above; is not eligible for funding with BCABEAP; and has selected this option in writing, the individual will be responsible for all associated costs of case managed aftercare as per the case management eligibility criteria established. The associated costs may include the substance abuse assessment, post assessment counselling, return to work testing, follow-up testing and case management services provided by the third party case administrator and administrative costs.
- 3) Where the Union and the individual have agreed in writing to participate in continuing case managed aftercare including offsite testing and where the individual has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a

scheduled off- site follow up test, the individual's status will be classified as inactive. The individual, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the 3rd party case administrator. The individual will be required to self-fund all associated costs (as listed in 2) above) and comply with the recommendations as reported in the SAE Report to be classified as active.

- 4) This Letter of Understanding shall be attached to and form part of the ICI Agreement between the parties and its duration will mirror that of the Agreement.

Date: August 23rd , 2022

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

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

LETTER #9

LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association of Alberta

(hereinafter referred to as the "BCA ")

and

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers-Local Lodge 146**

(hereinafter referred to as the "Union")

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

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

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

Date: August 23rd, 2022

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

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

SIGNATURE ON FILE

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

LETTER 10

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

Re: Industrial Construction Crew Supervisor (ICCS) Designation

It is jointly agreed that this Letter of Understanding shall form part of the Collective Agreement between the parties and that this agreement does not diminish any rights that the Employer, the Employees or the Union have under the Collective Agreement.

The parties agree that effective May 6th, 2012, General Foremen and Foremen who hold the Industrial Construction Crew Supervisor (ICCS) designation will be paid an additional premium of \$1.00 per hour (\$1.50 effective May 7, 2017).

This premium shall be noted on in the Collective Agreement, Appendix "A", the Alberta Wage & Benefit Schedule.

Date: 23rd Day of August, 2022

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

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

SIGNATURE ON FILE

**MARTY ALBRIGHT
DIRECTOR OF LABOUR RELATIONS**

SIGNATURE ON FILE

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

SIGNATURE ON FILE

**GLENN TARDIF
CHAIR, BOARD OF DIRECTORS**

SIGNATURE ON FILE

**DEAN MILTON
CHAIR, BARGAINING
COMMITTEE**

ADDRESSES

BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

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FAX: (905) 682-2320

EMAIL: [REDACTED]

WEBSITE: www.bcacanada.ca

Marty Albright, Director of Labour Relations

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

Hugh MacDonald, Business Manager/Secretary-Treasurer

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