MEMORANDUM OF AGREEMENT



Amendments to the Collective Agreement



BETWEEN

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

(hereinafter referred to as the "Union")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

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

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

The Union and the Employer have agreed to all the changes herein and are presenting this memorandum of agreement for ratification by their respective parties/constituents.	
Dated this 30th day of April, 2025.	
For the Union:	For the Employer:
Signature on File	Signature on File
Mackenzie Walker Business Manager/Secretary Treasurer International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local 146	Glenn Tardif Chair, Board of Directors Boilermaker Contractors' Association
Signature on File	Signature on File
Jason Speer Chair, Bargaining Committee International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local 146	Mitch Soetaert Board of Directors Boilermaker Contractors' Association

RATIFICATION AND PREPARATION OF REVISED AGREEMENTS

The Parties will arrange to have this Memorandum ratified by their respective principles no later than thirty (30) calendar days following the signing of the Memorandum.

Subsequent to the ratification of the Memorandum, all appropriate changes will be made to the Agreement to reflect the terms provided for within this Memorandum.

The effective date and/or date of signing shall be the 2nd Sunday following ratification or the 2nd Sunday after approval of the total wage package distributions for wage adjustments, whichever is later.

TERM

Effective the 2nd Sunday following ratification or the 2nd Sunday after approval of the total wage package distributions for wage adjustments, whichever is later to April 30, 2029.

AGREED TO ARTICLES

ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION

Article 2.02 to read:

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.

The Employer will advise the Union of all new construction work coming under the scope of this Agreement. A markup process will be utilized when an Employer intends to perform work on a project. The purpose of this markup process is to indicate to the union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude the Union's right to contest previously disputed work.

ARTICLE 3.00 - MANAGEMENT RIGHTS

Article 3.08 (a) to read:

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.

The Employer has the right to transfer current employees (including apprentices) to fill up to fifty percent (50%) of the crew on a project provided:

- i. The employee agrees to the transfer.
- ii. Transfers do not displace existing members.
- iii. Transfers apply only to Local Lodge members.
- iv. Transferred employees commence employment on the same date as dispatched employees.
- v. Transferred employees who were initially name hired, retain that status upon transfer.
- vi. Prior to the transfer, the Employer shall notify by way of submission to the Dispatch Department, Manpower Request form with the list of names of all transferred employees.
- vii. Transfers shall never exceed 50% and transfer designations shall remain with the employee.
- viii. It is recognized that there may be situations where the transfer ratio may be impractical or is found to work a hardship for the Employer in securing work in certain plant(s) in such a case the ratio may be modified if agreed to in written format by both the Employer and the Local Lodge.

ARTICLE 4.00 - UNION SECURITY AND DUES COLLECTION

Article 4.04 to read:

4.04

When the Union cannot supply qualified workers within seven (7) days prior to the date the Employee is to report to work, then the Employer may secure other qualified workers 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.

Article 4.05 to read:

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.

Any local union change in wage schedules or contributions (excluding dues) shall be provided to the BCA in writing from the applicable Local and/or the Administrator of IBB Benefits thirty (30) days in advance of the proposed change. The thirty (30) day time frame commences once the union has approved the amended wage and benefit schedule. The need to provide thirty (30) days notice to alter the wage schedule is not required upon the negotiated renewal of the agreement.

Article 4.09 to read:

4.09

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

Employees subject to lay off shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication.

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

Article 7.02 to read:

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. A refrigerator and microwave oven will be provided on all projects. 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).

Article 7.07 to read:

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. Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Awareness.

Employees to be dispatched to site with the above noted core health and safety training valid for ninety days.

When the Employer determines the need to hire a member that has completed Master Rigger Training or has requisite experience as a Bundle Puller Operator, the union will dispatch as per the Out-Of-Work List a member having the identified experience or training.

Employees who are required by the Employer to complete Employer and/or Owner online orientation and/or applicable on-boarding, the Employer shall determine a reasonable amount of time to complete the online orientation and/or applicable on-boarding. It is agreed that the Employer shall not request the Employee to complete online orientation and/or on-boarding which exceeds (4) hours in total duration without the mutual agreement of the union.

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 in a timely manner, for any employee who has been in their employ for more than ninety (90) calendar days.

Article 7.08 to read:

7.08

The Parties agree to adopt the **May 1, 2023** Version **6.1** 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 **6.1** (attached). Adoption of Version **6.1** 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.

<u>ARTICLE 8.00 – WELDING TESTS</u>

Article 8.01 to read:

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 ½ Down Hand Plate or other single ½ 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 the welder had previously passed numerous tests before failing two (2) tests, then the Union will contact the Employer for direction on whether a third attempt is permitted, if the welder can go to site and forgo the failed test or if the welder is to give back their dispatch.

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.

Any unassigned type testing requiring unassigned type material beyond the size of a conventional test, will be discussed between the Union and the Employer to find mutual agreement upon hours for the tests. If an agreement is not met, the welder will be paid according to the contract and paid for the duration of how long it takes to complete the test. All unassigned materials and electrodes or unusual gases, must be provided by the Employer.

Article 8.08 to read:

8.08

Alloy welders with a valid alloy welding certificate will be paid an additional premium of three dollars and twenty five cents (\$3.25) per hour worked if certification was a requirement for dispatch.

If a welder on site who was not dispatched as an alloy welder, but has the certification, or is requested to be certified by the employer and is requested to perform alloy welding, the worker will be reclassified as an alloy welder and paid the alloy welder premium from the date of re-classification.

This premium shall not pyramid on an overtime hour; however, it will attract applicable Vacation and Statutory Holiday Pay.

<u>ARTICLE 10.00 – STEWARDS</u>

Article 10.01 to read:

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.

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

ARTICLE 15.00 – SHIFT WORK

Article 15.05 to read:

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.

It is the intent of this clause that no Employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

(Example: Day Shift works to 2:00 a.m., has 8 hours off and returns at 10:00 a.m. for a shift which normally commenced at 8:00 a.m. Employees are paid from 8:00 a.m. onwards).

ARTICLE 16.00 – OVERTIME

Article 16.03 to read:

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, **obtaining permits**, 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

Article 17.02 to read:

17.02

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

New Year's Day Labour Day

Family Day National Day for Truth and Reconciliation

Good Friday
Victoria Day
Canada Day (Dominion Day)
Heritage Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

ARTICLE 19.00 – TRAVELLING EXPENSES

Article 19.01 (b) to read:

- (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.

Travel Allowance = $2 \times 40 \text{ km} / 80 \text{ km/hr}$.

= 1 hour at base rate

= \$50.27 (i.e. September 4, 2022 rate) (Update formula with new rate)

Vehicle Allowance $= 2 \times 40 \text{ km X}$ transportation rate (Update formula with new rate)

(Assume transportation rate = 58 cents/km)

= \$46.40

Total: Where Employee drives = \$96.67

Total: Where Employer provides transportation = \$50.37

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, **2029**, to the rate so determined by the BCA and Boilermakers Lodge 146.

Article 19.01 (c) (i) to read:

- (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 kilometers:

\$116.00 each way

Over 200 kilometers to 300 kilometers:

\$166.00 each

• Over 300 kilometers to 375 kilometers:

(Includes the Empress Area)

\$200.00 each way

Over 375 kilometres to 475 kilometres:

\$297.00 each way

or actual airfare if suitable proof of air transport is provided to the Employer. If a taxi is utilized, a receipt is required.

 Over 475 kilometers – as mutually agreed between the parties to this Agreement to a maximum of \$455.00 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 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, **2029**. For example, if for **2026**, 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, **2026**. Notwithstanding the above, when transportation is provided by the Employer, no travel allowance will be paid.

Article 19.05 to read:

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: **\$231.00** 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, persuant 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, **2029**. For example, if for **2026**, 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, **2026**.

- (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:
 - **Four hundred and fourteen** dollars **(\$414.00)** 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).

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE / ACCOMMODATION

Article 20.01 to read:

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 guidelines mutually agreed upon by both the BCA and Local Lodge through the Liaison Committee
- (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 Union and the Boilermaker Contractors' will both appoint one representative to review and discuss the updated rates provided by the provincial trades Subsistence Review Committee before implementation.

It is understood by the Union and the BCA that the provincial trades Subsistence Review Committee will complete their review based on the following terms:

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 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 fifty** dollars **(\$150.00)** per day, except for subsistence rates established for specific communities and regions as posted at www.bcacanada.ca and www.boilermakers.ca.

<u>ARTICLE 26.00 – BOILERMAKERS' NATIONAL PENSION PLAN (CANADA)</u>

Add new Article 26.02 to read:

26.02

On November 30th, 2022 the employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are seventy-one (71) years of age or older. The pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) will be paid on behalf of the applicable employee to the Boilermakers' National Health Plan (Canada). The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other employees covered under the terms of this agreement.

In the event the employer, in error, makes pension contributions beyond the November work month on behalf of any employee who is 71 years of age or older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions to the employee's account in the Boilermakers' National Health Plan (Canada).

ARTICLE 32.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Article 32.02 to read:

32.02

The current Collective Agreement complete with subsequent amendments shall remain in full force and effect until **April 30, 2029**, 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.

LETTER #9

Amend Letter #9 to read:

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:

- The Canadian Model For Providing A Safe Workplace, Version 6.1 in its original format as of May 1, 2023 shall be incorporated into and form 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

MONETARY

Wages:

- 3% increase to the Journeyperson Total Wage Package, effective the 2nd Sunday following ratification or the 2nd Sunday after approval of the total wage package distributions for wage adjustments, whichever is later.
- First Sunday in May 2026 3% increase to the Journeyperson Total Wage Package
- First Sunday in May 2027 2% increase to the Journeyperson Total Wage Package
- First Sunday in May 2028 2% increase to the Journeyperson Total Wage Package

Pension Fund:

• \$1.00 negotiated increase to the Pension Fund (employer contribution) to \$7.00 per hour earned as part of the Total Wage Package.

Housekeeping Note: Update Article 23.02 to reflect the above monetary increases.

Education Fund:

 \$0.05 increase (employer contribution) to the Education Fund, to \$0.30 per hour earned.

Shift Premium:

• \$1.00 increase to the Shift Premium, to \$4.50 per hour worked.

Transportation Rate:

• \$0.02 increase (based on CRA change) to the Transportation Rate to \$0.69.

General Foreperson / Foreperson Premium:

<u> </u>	
	Journeyperson hourly wage rate
	plus the following:
General Foreperson	\$8.00
Foreperson	\$6.00