

MEMORANDUM OF AGREEMENT

Collective Agreement



BETWEEN



**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS LOCAL 146**

(hereinafter referred to as the "Local Lodge")

ON ITS OWN BEHALF AND IN CONJUNCTION WITH

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

(hereinafter referred to as the "Union")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF 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 Maintenance Agreement for Alberta.
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 1st day of May 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Signature on File

Mackenzie Walker
Business-Manager/Secretary Treasurer
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

Signature on File

Jason Speer
Assistant Business-Manager
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

Signature on File

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, and approval of the total wage package distribution. Approval of the total wage package distribution is to occur at least two weeks prior to the effective date of the second Sunday following ratification, in order to allow contractors time to implement to December 31, 2028.

AGREED TO ARTICLES

DEFINITIONS

Employees: Employees as used herein, means employees of the Employer engaged in work within the jurisdiction of the Local Lodge in the Province of Alberta.

Written Evidence: Is evidence in the form of an email or letter.

Written Format: Is in the form of an email or letter.

ARTICLE 1.00 – PURPOSE

New Article 1.02 to read:

1.02

The scope of this Agreement covers work of a maintenance, repair, renovation and demolition nature that the owner elects to contract out.

Maintenance work is defined as all work that is not new construction.

The Local Lodge, by this Agreement agrees to make every effort to fulfill the workforce requirements of the Employer.

ARTICLE 3.00 – MANAGEMENT RIGHTS

Article 3.08 to read:

3.08

- a. In addition to Article 3.05, the Employer shall have the right to name hire 25% of the crew not including apprentices, unless otherwise mutually agreed to between the Employer and the Union. In no case shall there be in excess of 25% name hires on a crew at any given time unless mutually agreed to between the Employer and the Union. **All name hire requests shall be made in writing (including fax or electronically) to the Local Lodge.**
- b. Where local residents are afforded priority of employment through Employer requested name hire, such employment is considered a name hire.
- c. The Employer has the right to transfer current employees (including apprentices) to fill up to 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. The name hire ratio in the agreement is not exceeded
 - vii. Prior to the transfer, the Employer shall **notify the Local Lodge by way of submission of a Dispatch Department, Job Request Form.**
 - 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.**
- d. 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, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.
- e. As the labour provider for Employer working under the BCA Collective Agreement the Union will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit workers. Such workers shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.
- f. Boilermaker Apprentices and Welder Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeymen, within the appropriate classification.

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

Article 4.03 to read:

4.03

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, **employees** 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 **in written format**. Similarly, Employers will be responsible to forward to the **Local Lodge** copies of safety certificates for all safety training that is done on jobsites by the Employer.

Following the acceptance of a **Dispatch Slip**, **employees** shall promptly remit to the Employer, copies of any applicable safety certificates at an address of the Employer or any other method that will achieve this objective.

Note: Job Ready Dispatch Safety Training Records will be maintained at the Local Lodge.

Article 4.04 to read:

4.04

When the **Local Lodge** cannot supply qualified workers within seven (7) days of the start date requested, (**excluding** Saturday, Sunday and holidays), then the Employer may secure other qualified workers. **All employees must receive a Dispatch Slip from the Local Lodge prior to reporting to the jobsite.**

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. **The Local Lodge shall notify the Employer and the BCA in written format thirty (30) calendar days in advance of any changes to this amount. The Employer shall be responsible for ensuring the correct amount is remitted.**
- b) From each pay period, **Field Union Dues** in the percentage of gross hourly wages or other amount as may be designated by the Local Lodge under whose jurisdiction the Employer is performing work. **The Local Lodge shall notify the Employer and the BCA in written format thirty (30) calendar days in advance of any changes to the percentage of gross hourly wages or other amount. The Employer shall be responsible for ensuring the correct amount is**

remitted.

The above deductions must be mailed no later than the 15th of the following month, to the **Local Lodge** Business Manager/Secretary-Treasurer under whose jurisdiction the Employer is performing work.

Each remittance shall be accompanied by a list showing the **employees' name, date of birth, hours worked, hours earned, Field Union Dues and Monthly Union Dues** of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the **Field Union 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.

Article 4.08 to read:

4.08

The Employer shall notify the **Local Lodge in written format** of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner.

ARTICLE 5.00 – NO STRIKES OR LOCKOUTS

Article 5.01 to read:

5.01

There shall be no lockout by the Employer and no work stoppages by the **Union as required by the Labour Relations Code:**

No Strike unless Permitted

No employees, no bargaining agent and no person acting on their behalf shall strike or cause a strike or threaten to strike or to cause a strike unless that strike is permitted by the Alberta Labour Relations Act.

No Lockout unless Permitted

No employer, no employers' organization and no person acting on their behalf shall lock out or cause a lockout or threaten to lock out or to cause a lockout unless that lockout is permitted by this Act.

ARTICLE 6.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

Article 6.06 to read:

6.06

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 and Common Safety Orientation (CSO). 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.

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

If an Employer requires an employee to complete an employer online orientation and on-boarding, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's total package and hourly rate.

Article 6.07 to read:

6.07

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 6.08 to read:

6.08

The parties agree to adopt Version **6.1 of the** 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 **(3)** letters (Referral for Case Managed Aftercare, Rapid Site Access Program and Continuing Case Managed Aftercare) provided to the

Boilermaker Contractors' Association 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.

If the Employer fails to refer the employee to Homewood Health within two (2) weeks and the employee is no longer eligible for the payment program under the BCA's funding model, then the Employer must pay all costs associated with the program on behalf of that employee.

It is understood that an investigation and a standard process for such investigation will be followed to ensure reasonable grounds have been established.

New Article 6.09 to read:

6.09

The Employer will not discriminate against any employees employed under this Agreement on the basis of any grounds protected by the Alberta Human Rights Act.

At the request of the Local Lodge, on a case by case basis the Employer may consider employing a member with physical impairment for work that suits their physical abilities.

The decision to accommodate is solely at the discretion of the Employer.

ARTICLE 7.00 – WELDING TESTS

Article 7.01 to read:

7.01

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). **Additional** 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 **plate** test will be compensated at one and a half (1.5) hours for each successful **plate** 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.

New Article 7.08 to read:

7.08

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.

ARTICLE 10.00 – GRIEVANCE PROCEDURE

Article 10.01 to read:

10.01

- 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) The party raising the difference must notify the other party (contractor, Boilermaker Contractors' Association (BCA) or Local Lodge as appropriate), in written format within fourteen (14) calendar days from the date of the incident or the date when they should have reasonably been aware of the incident or the circumstances giving rise to the difference, which ever is earlier.**
 - (ii) Each party shall conduct their own investigation of the difference.**
 - (iii) The parties will discuss the difference and make efforts to resolve it.**
 - (iv) If the parties are unable to resolve the difference, the party raising the difference shall submit a formal grievance to the other party within twenty-one (21) calendar days from the date of notification in paragraph i) above. The grievance shall:**

- be in writing and signed by a representative of the contractor, Boilermaker Contractors' Association (BCA) or Local Lodge as appropriate,
 - contain the statement of the difference, and
 - include sufficient relevant details of the difference such as dates, places, persons involved, applicable articles of the collective agreement and remedy sought.
- (v) 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. The cost of the third party will be shared equally by the parties.
- (vi) Either party may request an extension of time during this process. The request must be in writing. A request for additional time will not be unreasonably denied.
- (vii) Either party may seek the assistance of the Director of Labour Relations of the Boilermaker Contractors' Association (BCA) or its designate, and the International Vice-President of the International Union or its designate, before proceeding to arbitration.
- (viii) All resolutions of the difference must be agreed to by the Local Lodge and the affected Employer(s).
- b) If the parties are unable to resolve a difference referred to in clause (a) within twenty-eight (28) calendar days from the date of the formal grievance, 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,
 - (ii) include a copy of the formal grievance, and
 - (iii) 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 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 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 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.
(ii) The expenses and remuneration of a single arbitrator appointed under subsection be paid jointly by the parties.

ARTICLE 11.00 – HOURS OF WORK

Article 11.02 to read:

Compressed Work Week

- The workdays may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Local Lodge's Business Manager/Secretary-Treasurer or designate and the Employer.
- The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the **Local Lodge's** Business Manager/Secretary-Treasurer **or designate** and the Employer.
- When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week.

A make-up day will only be worked during the week in which the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which **double time (2X)** rates shall apply.

In no case shall the time scheduled on a make-up day be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a make-up day will be at the employee's choice. 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 the applicable overtime premium.

Article 11.05 to read:

11.05

When working eight (8) hour work shifts, two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer. 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 workday is established, the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

ARTICLE 12.00 – SHIFT WORK

Article 12.03 to read:

12.03

A shift premium shall apply on all hours worked on 2nd and 3rd shifts at the rates as set out in the Wage and Benefit Schedule.

All shift premium hours will be paid at a rate of four dollars and fifty cents (\$4.50) per hour.

ARTICLE 13.00 – OVERTIME/OVERTIME MEAL BREAKS

Article 13.01 to read:

13.01

- 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 of pay. Double (2) time will be paid after **ten (10)** hours worked.

Employees working on a **Saturday**, Sunday, and Recognized Holidays shall be paid an overtime rate at double (2) time the regular rate of pay.

- (i) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours

Sunday			All hours
Stat Holiday			All hours

- (ii) Four Ten Hour Day Option (4x10)
Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

- (iii) Four Ten Hour Day Option (4x10)
Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

- b) Two **(2)** or Three **(3)** Shift Operation: 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.

Article 13.02 to read:

13.02

Overtime Meal Breaks: When an employee works beyond ten (10) hours per day, they shall be entitled to a meal break and meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

When the four (4) ten (10) hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one (1) hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays) they shall be entitled to a meal break when overtime work exceeds ten (10) hours).

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled Overtime) they shall be entitled to a meal break when overtime work exceeds four (4) hours.

Entitlement to subsequent meal breaks will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work.

New Article 13.03 to read:

13.03

When a supervisor is required to:

- a) Start up to one (1) hour earlier, or
- b) Finish up to one (1) hour later, or
- c) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson's crews, for the purposes of organizing work, **obtaining permits** or facilitating a transition to another shift, **the foreperson shall not be entitled to a meal or meal break as per article 13.02**, 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.
- d) 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.

This shall also apply to those Employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to “one-off” work assignments.

New Article 13.04 to read:

13.04

Overtime Meal Allowance

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight-time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Employer shall provide the employees:

A) Scheduled Overtime

(Notification must be provided prior to the end of the current shift for the following day(s), to be considered as scheduled overtime).

- I) a payment of thirty (30) minutes at the straight-time total package hourly rate in lieu of the meal break, and**
- II) a fifteen (15) minute rest break at the applicable rate of pay.**

B) Unscheduled Overtime

- I) a payment of forty dollars (\$40.00) as a meal allowance.**
- II) a payment of thirty (30) minutes at the straight-time total package hourly rate in the lieu of meal break, and**
- III) a fifteen (15) minute rest break at the applicable rate of pay.**

New Article 13.05 to read:

13.05

Overtime Meal Allowance for those on Subsistence or staying in camp:

There shall be no meal allowance applicable to those receiving subsistence, however any reduction to the current subsistence rates will attract a meal allowance payment equivalent to the reduction. Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

Add new Article 13.06 charts to read:

13.06

a)

5 x 8's Schedule								
Two 15-min Breaks and a 30-min Break								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10.5	8	2	N/A		8	2	N/A	
11.5	8	2	1	0.5	8	2	1	N/A
12.5	8	2	2	0.5	8	2	2	N/A
13.5	8	2	3	0.5	8	2	3	N/A

b)

5 x 8's Schedule								
Two 30-min Breaks								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10	8	2	N/A		8	2	N/A	
11	8	2	1	0.5	8	2	1	N/A
12	8	2	2	0.5	8	2	2	N/A
13	8	2	3	0.5	8	2	3	N/A

c)

4 x 10's Schedule								
Two 15-min Breaks and a 30-min Break								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10.5	10	N/A	N/A		10	N/A	N/A	
11.5	10	N/A	1	0.5	10	N/A	1	N/A
12.5	10	N/A	2	0.5	10	N/A	2	N/A
13.5	10	N/A	3	0.5	10	N/A	3	N/A

d)

4 x 10's Schedule								
Two 30-min Breaks								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10	10	N/A	N/A		10	N/A	N/A	
11	10	N/A	1	0.5	10	N/A	1	N/A
12	10	N/A	2	0.5	10	N/A	2	N/A
13	10	N/A	3	0.5	10	N/A	3	N/A

Add new Article 13.07 to read:

13.07

12 Hour Shift with Three (3) Half Hour Paid Breaks

Upon written notice to the Local Lodge, the Employer may implement a twelve (12) hour shift with three (3) half hour paid breaks under the following conditions.

- 1) The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift or the 5 x 8 schedule (Monday to Friday).
- 2) There are to be three (3) half hour paid breaks.
- 3) Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
- 4) The shift schedule will be paid as follows:
 - 4 x 10 Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ doubletime (2x)
 - 5 x 8 Monday to Friday: 8 hours @ straight time, 2 hours at time and one half (1 ½), 2 hours at doubletime (2x)
- 5) Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the agreement.
- 6) All employees on this shift must observe three (3) half hour breaks.

ARTICLE 14.00 – RECOGNIZED HOLIDAYS

Article 14.02 to read:

14.02

The following Recognized Holidays are observed by this Agreement:

New Year's Day

Victoria Day

Labour Day

Remembrance Day

Good Friday

Canada Day

Thanksgiving Day

Christmas Day

Boxing Day
Family Day

Civic Day
National Day for Truth & Reconciliation

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

ARTICLE 15.00 – WAITING AND REPORTING TIME

Article 15.07 to read:

15.07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them 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 **until such time that the employee is no longer in Employer's care**. 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 (**e.g.**, eight (8) hours, or in the case of a compressed work day ten (10) hours at the applicable rate.

New Article 15.08 to read:

15.08

Should an employee residing in camp accommodation be requested by the Employer or the Clients' designated camp management personnel to move to another room or camp, they are to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours.

This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees furlough. Transportation will be supplied if required.

ARTICLE 16.00 – TRAVEL AND SUBSISTENCE

Article 16.01 to read:

16.01

Travel and Subsistence to be consistent with all trades in the Province of Alberta.

- a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the Employer shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Employer shall pay to each employee a transportation cost at the rate of **sixty-nine cents (\$0.69)** per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return.

The transportation cost will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the City Hall(s) of Edmonton and Calgary or other Hiring Hall locations.

Subsistence will be paid at a rate of **one hundred and fifty dollars (\$150.00)** per day worked or reported for. In the following areas, subsistence will be paid at a rate per day worked or reported for as noted:

Athabasca	\$170.00
Bonnyville	\$180.00
Calgary	\$180.00
Camrose	\$185.00
Canmore/Exshaw	\$195.00
Caroline	\$125.00
Cold Lake	\$165.00
Drumheller	\$180.00
Edmonton	\$180.00
Edson	\$175.00
Forestburg	\$130.00
Fox Creek	\$170.00
Fort McMurray	\$200.00
Grande Cache	\$160.00
Grande Prairie	\$205.00
Hanna	\$185.00
Hardisty/Wainwright	\$170.00
High Level	\$185.00
Hinton	\$160.00
Lethbridge	\$185.00
Lloydminster	\$180.00
Medicine Hat	\$170.00
Peace River	\$185.00
Pincher Creek/Waterton	\$160.00
Red Deer	\$165.00
Rocky Mountain House	\$190.00
Stettler	\$190.00
Swan Hills	\$150.00
Valley View	\$165.00
Vermillion	\$180.00

Wabasca	\$200.00
Whitecourt	\$155.00

These amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (**e.g., receipt** or registration verification).

Effective second Sunday following ratification, there is a scheduled increase to initial and terminal travel which will be paid as follows from the above:

120-200 Radius Kilometers	\$	116.00 each way,
200-300 Radius Kilometers	\$	166.00 each way,
300-375 Radius Kilometers	\$	200.00 each way,
375-475 Radius Kilometers	\$	297.00 each way,

or actual airfare if suitable proof of air transport is provided to the Employer.

Initial and Terminal travel for any project which falls within one- hundred (100) radius kilometers of Ft. McMurray city hall will be **\$297.00**.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the Employer to a maximum of **\$455.00** each way or airfare if suitable proof of air transport is provided to the Employer.

Initial and terminal travel amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

To qualify for the subsistence allowance under Article 16.01, the member, will supply two (2) of the following documents as verification of their name and current address. It is understood that the Employer will ensure any copies of such documents will be handled in accordance with PIPA regulations.

- Any government issued identification
- Utility Bill
- Bank Statement
- Vehicle Registration
- Housing Rental Agreement
- Mortgage Documentation
- Land Title
- Credit Card Statement
- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance

ARTICLE 18.00 – PAY DAY

Article 18.01 to read:

18.01

Pay shall be by direct deposit.

Article 18.02 to read:

18.02

Employees shall be paid weekly during working hours, not later than Thursday. In no case shall more than five (5) regular working days be held back in any one payroll period.

Article 18.03 to read:

18.03

Employees who are laid off or discharged from the service of the Employer shall receive their wages and all monies owing and their Employment Insurance Contribution Certificate.

- 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 allowance and transportation allowances, subsistence, etc.

- b) and the Employer shall **direct deposit** all monies owing and **file electronically** the Record of Employment **by the next regular scheduled pay period for the pay period in question**, exclusive of Saturday, Sunday, and Recognized Holidays.

Should the Employer fail to comply with this provision (excluding the reference to the Record of Employment), the employee shall receive an additional sum equivalent to eight (8) hours of 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 of pay.

Article 18.04 to read:

18.04

When an employee quits of their own volition, the Employer shall **direct deposit** all monies owing and **file electronically** the Record of Employment **by the next regular scheduled pay period for the pay period in question, exclusive of Saturday, Sunday and Recognized Holidays.**

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 of pay at straight time rates.

Article 18.05 to read:

18.05

If on an employee's weekly paycheck, they are shorted pay, the employee is required to notify the Employer immediately in writing. The Employer shall provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after receiving the notification of the shortage in writing.

Should this payment not be made within the allotted ten (10) days, the Employer will pay **one hundred dollars** (\$100.00) per day the employee is kept waiting from the date the notification of shortage was received in writing by the Employer to a maximum of **seven hundred dollars** (\$700.00).

Example: Should an employee's pay be short ten (10) or more hours, or equivalent value (inclusive of subsistence) on their weekly pay, the Employer will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after notification of the shortage is received in writing by the Employer.

New Article 18.06 to read:

18.06

For those employees with more than three (3) years of continuous service with one (1) Employer, the employee will be entitled to bereavement pay benefits of eight (8) hours multiplied by the employees' base wage rate for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in- Law, Grandparent or Sibling. Bereavement Pay Benefits shall be paid at the straight time rate.

January 1, 2026, continuous employment transitions to thirty (30) months.

January 1, 2027, continuous employment transitions to twenty-four (24) months.

ARTICLE 20.00 – PARTICIPATION AGREEMENT

New Article 20.03 to read:

20.03

Effective on the ratification of the collective agreement 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) are payable 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 on behalf of any employee who is seventy-one (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 23.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Article 23.00 to read:

23.00

This Agreement shall become effective upon signing and will remain in effect until **December 31st, 2028 and from year to year thereafter unless written notice to terminate or amend the Agreement is filed by either Party at least ninety (90) days prior to the expiration date.**

ARTICLE 24.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS

Article 24.02 to read:

24.02

All submissions must be accompanied by a list showing each employee's name, **date of birth, hours worked, hours earned, Field Union Dues and Monthly Union Dues** and the amount of each contribution together with the hours worked or other applicable figure upon which it is based.

Letter #6 to read:

LETTER #6

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 **6.1** in its original format 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".

If the Employer fails to refer the employee to Homewood Health within two (2) weeks and the employee is no longer eligible for the payment program under the BCA's funding model, then the Employer must pay all costs associated with the program on behalf of that employee.

It is understood that an investigation and a standard process for such investigation will be followed to ensure reasonable grounds have been established.

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

Amend letter date and signature lines.

Letter #7 to read:

Letter #7

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: Hours for Calculation of Remittances

Effective the second Sunday following ratification, and approval of the total wage package distribution. Approval of the total wage package distribution is to occur at least two weeks prior to the effective date of the second Sunday following ratification, in order to allow contractors time to implement.

The parties agree as follows:

1. The parties agree that the Employers will remit payments for BCABEAP and RSAP on the basis of hours worked.
2. The parties agree that the Employers will remit payments for all funds in accordance with article **19.01** and will be made on the basis of hours earned by members.
3. The employer agrees to separately cover costs associated with hours earned for the Health and Welfare fund without further contribution from the Union.
4. Both parties agree to adjust the appropriate wage and benefits schedule accordingly as set out in the attached Wage and Benefit Schedule and will refer to footnotes A and B (IBB/BCA Alberta Maintenance Agreement) to describe the basis for payment of funds.
5. This letter will take effect upon the signing of this Collective Agreement and last for the duration of the agreement, including for any time during which the

collective agreement is bridged by operation of law during collective bargaining.

Amend letter date and signature lines

Add new Letter #8 to read:

Letter #8

LETTER OF UNDERSTANDING

Between the

**International Brotherhood of Boilermakers, Local
Lodge 146
(hereinafter referred to as the "Local Lodge")**

and

**The Boilermaker Contractors' Association
(hereinafter referred to as the "Employer")**

**RE: Online Portal for Employers to Access Alberta Job Ready Dispatch
Training Records**

The Local Lodge commits to creating an online portal to house the Alberta Job Ready Dispatch (AJRD) training records listed under Article 6.06 to provide employers with the ability to access and download the records to make it easier for employers to complete the necessary health and safety due diligence before permitting the employee to start work, and to comply with the requirements set out in the Occupational Health and Safety Act and its regulations.

The Local Lodge further commits to have the above-mentioned online portal for Employers to access employee (ADJR) training records developed and implemented by December 31, 2025.

First page of Appendix B to read:

APPENDIX B

APPROVED WORKSITES FOR THE 9/80
SCHEDULE

- ☐ Shell Scotford, Ft. Saskatchewan, Alberta
- ☐ Nutrien Redwater Fertilizer, Redwater, Alberta
- ☐ **Northwest Redwater, Alberta**

(See overtime provisions below for the 9/80 Schedule)

Appendix C to read:

APPENDIX C

IOL STRATHCONA – WORK WEEK ALTERATION

1. Those employees working long-term maintenance at the Imperial Oil Strathcona site will work eight and **sixth tenths (8.6)** hours at straight time Monday to Friday. The extra **six tenths of an hour (.6)** worked each Monday to Friday is designed to compensate the worker for the sixteen (16) scheduled EDO's.
2. All additional hours after the eight and **sixth tenths (8.6)** will be performed at the regular overtime provisions as indicated in the Maintenance Agreement.
3. It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal break **at the ten hour mark (10)** pursuant to the overtime meal articles in this agreement.
4. Overtime payments for work on the sixteen (16) scheduled EDO's will **be paid at double (2x)**.
5. This schedule has been implemented to allow for the harmonization between the client's operational personnel and the long-term maintenance workers supplied by **the Employers signatory to this agreement**.
6. **This** work week alteration also ensures that those working long-term maintenance are compensated for the sixteen (16) EDO's.

WORK WEEK CONDITIONS								
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	EDO's
Reg Hours	8.6	8.6	8.6	8.6	8.6			
Days Off						Off	Off	
O/Time Pay'ts	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	DT (x2)	DT (x2)	All hours DT (x2)
O/Time Pay'ts	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)			

HOUSEKEEPING ITEMS:

- 1) Amend the front page of the Collective Agreement as follows:

ARTICLES OF AGREEMENT

BETWEEN

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS LOCAL 146 (hereinafter referred to as the "Local Lodge")

ON ITS OWN BEHALF AND **WITH THE SUPPORT** OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS (hereinafter referred to as the "**International** Union")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA
(On behalf of each of its participating member companies hereinafter referred to as the "Employer")

- 2) Update Local Lodge 146 Logo on front page of Collective Agreement.
- 3) Both parties agreed to the following amendments, throughout the agreement:
- Amend "Union" to "**Local Lodge**"
 - Amend "Worker" to "**employee**"
 - Amend "Parties" to "**parties**"
 - Amend "Core" to "**Job Ready**"
 - Add "Job" where missing before "**Steward**"
 - Standardize and spell "Employer" with capital "**E**" and "employee" with a small "**e**"
 - Spell out all numbers where missing
 - Add "**Local Lodge**" in front of the words Business Manager/Secretary-Treasurer
- 4) Article 3.07 – Add an '**s**' to the word "resident" and delete the '**s**' from the word "meets"
- 5) Article 9.01 – Remove "**In all Provinces**" from the 2nd paragraph as follows:
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.
- 6) Remove wording '**any and**' from Article 20.02 as follows:

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

7) Update Appendix D – List of Signatory Employers

LONG TERM MAINTENANCE

Amend site references on page 2 of the Long Term Maintenance Addendum as follows:

CANADIAN FERTILIZER LIMITED located at Medicine Hat, Alberta
CANADIAN NATURAL RESOURCES LTD., Ft. McMurray, Alberta including Albian
DOW CHEMICAL LIMITED located at Fort Saskatchewan, Alberta
DOW CHEMICAL LIMITED located at Prentiss, Alberta
SHELL CANADA LIMITED, Scotsford Complex located at Fort Saskatchewan, Alberta
SUNCOR INC., located at Tar Island, Alberta including Firebag In-Situ Project, Fort Hills and MacKay River
SYNCRUDE CANADA LIMITED, located at Mildred Lake, Alberta and Aurora
CNOOC Long Lake Site, Ft. McMurray, Alberta
CENOVUS ENERGY INC. Surmont 1 Operations

Add the following definitions to the Long Term Maintenance Addendum as follows:

Definitions

Long Term Maintenance: Is work performed as on-going routine maintenance.

Short Term Maintenance: Work performed by employees working either a planned or unplanned events not considered new construction that is of a temporary nature.

Add the following language as a new article to the Long Term Maintenance Addendum as follows:

The Union shall, to the best of their ability, supply qualified tradespeople to perform the work described under this Agreement. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.

Local union member residents, defined as those potential employees whose residence is located in the Regional Municipality of Wood Buffalo, shall receive preference of employment.

A local resident is a person who has resided in the Regional Municipality of Wood Buffalo at the 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.

Original Documents (not photocopies) are required for proof of residence. These will be verified by the Employer, copied and returned.

The member will supply two (2) of the following documents as verification of their name and current address. It is understood that the Employer will ensure any copies of such documents will be handled in accordance with PIPA regulations.

- Any government issued identification
- Utility Bill
- Bank Statement
- Vehicle Registration
- Housing Rental Agreement
- Mortgage Documentation
- Land Title
- Credit Card Statement
- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance
-

The Union will undertake to dispatch qualified persons for employment in the following sequence:

- i) qualified Union members who are local residents;
- ii) qualified Union members residing outside of the local area.

Local residents will retain employment priority should they possess the appropriate qualifications to remain on the job. An Employer choosing to layoff a local resident and keep a member residing outside of the area will notify the affected Local Union.

Add the following language as a new article to the Long Term Maintenance Addendum as follows:

The employer may transfer up to 20 Employees within the Wood Buffalo region on sites with a common Owner/Client when an increase of Employees is required. Transfers are not permitted to displace existing Employees. It is understood that an Employee has the right to refuse a transfer. A request for additional transfers beyond the 20 Employees may be mutually agreed upon between the Union and the Employer.

Transfers from one site to another will not trigger additional initial and terminal travel payments, however, should an employee be required to move

from one camp to another or from one room to another, the provisions of Article 15.08 will apply.

Add the following language as a new appendix to the Long Term Maintenance Addendum as follows:

CF INDUSTRIES - SCHEDULED DAY OFF SCHEDULE

Appendix - Scheduled Day Off Schedule (SDO), CF Industries (Medicine Hat)

To harmonize with the Owner's in plant personnel at CF Industries, the Employer has been approved to work an 8-9-9-8-8 work week on a Monday to Friday rotation at the facility. It is intended for on-going work (core maintenance work) and does not operate in unplanned outages, scheduled outages or during "major shutdown" situations.

Guidelines of the 8-9-9-8-8 Schedule are as follows:

- 1) The schedule for regular core maintenance activities will operate on an 8-9-9-8-8 rotation on a Monday to Friday basis.
- 2) Employees will be paid in full for all hours worked each week. (For example, if someone completes the regular 8-9-9-8-8 schedule, they will be compensated for forty-two (42) hours at the regular straight time hourly rate and all required contributions under the collective agreement will be compensated based upon forty-two (42) hours.
- 3) The first two hours of overtime on the 8-9-9-8-8 will be compensated at time and one half (1 ½).
- 4) The employer will identify the core maintenance personnel who will operate under the SDO schedule.
- 5) When submitting requests for craft personnel to the local unions, the employer will identify if the individual being hired is to be part of the core maintenance team.
- 6) The Employer will keep a record for each employee and track the number of nine (9) hour days worked at straight time.
- 7) Should an Employee be asked to work a Scheduled Day Off the following will apply:
 - a) Work on a SDO will be on a voluntary basis.
 - b) All work on the SDO will be paid in accordance with the number of hours an individual Employee has worked since the last SDO. For example: if an individual has worked three (3) of the scheduled nine (9) hour days and are asked to work an SDO, the first five (5) hours on the schedule will be paid at the straight time rate and all additional

hours will be compensated at the appropriate overtime rate as per the collective agreement.

- c) The SDO schedule will be suspended during unscheduled and scheduled outages as well as during major shutdowns/turnarounds. (The Employee's accumulated hours worked on the nine (9) hour days will remain frozen until their return to the regular SDO Schedule.)**