

# **ARTICLES OF AGREEMENT**

**BETWEEN**

**EDMONTON EXCHANGER & MANUFACTURING LTD.**

(Hereinafter referred to as the Employer)

**AND THE**

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON  
SHIP BUILDERS, BLACKSMITH, FORGERS AND HELPERS  
LOCAL LODGE 146**

(Hereinafter referred to as the Union)

Effective: December 31, 2022 – December 31, 2025

This agreement, governing wages and working conditions in the Employer's Fabrication Shop shall govern the relations between the Union and the Employer.

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**ARTICLE 1      RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT**

- Section 1      The Employer recognizes the Union as the sole bargaining agent for all of its production and maintenance employees in the performance of all fabrication and repair work in the Employer's shop location. Provided, however, that the Employer is free to conduct research or development of new products or to install and test new equipment and that bargaining unit employees are trained to operate this new equipment.
  
- Section 2      The Union agrees to cooperate with and assist in every legitimate way the Employer to conduct a successful business, bearing in mind that both parties must provide services to the public.
  
- Section 3      This Agreement shall cover all hourly paid employees as listed under Article 9, Wages.
  
- Section 4      All references to days or hours as time periods shall be considered as working days or working hours unless otherwise indicated.

**ARTICLE 2      MANAGEMENT**

- Section 1      It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedules of manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the Employer.
  
- Section 2      The Employer has the right to make and alter from time to time rules and regulations to be observed by the Union, provided that they are not inconsistent with this Agreement.
  
- Section 3      It is an exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge for cause, employees within the bargaining unit subject to the provisions of this Agreement.
  
- Section 4      A bulletin board for the benefit of the Shop employees shall be provided in the lunch room. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board. Supervisory personnel shall be listed on the bulletin board as supervision.
  
- Section 5      Nothing within this Article shall be interpreted to prejudice other unspecified traditional rights of management.

Section 6 The Employer shall have the right to name hire six (6) employees on an annual basis. In no case shall this number be exceeded unless mutually agreed upon by the Employer and the Union. Name hires shall apply to Journeyman who are members in good standing with the Union.

**ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES**

Section 1 The employee shall accept reasonable responsibility for the tools furnished by the Employer and must report the loss of any of these tools immediately to their supervisor.

Section 2 An employee found deliberately misusing company equipment or property may be subject to discipline that may include dismissal.

Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer upon return of broken or worn tools. Adequate protection shall be provided by the Employer for all tools and equipment.

Section 3 Employees shall adhere to all duties, conditions, responsibilities, and terms of employment posted or published from time to time as may be the case by the Employer, providing they are not inconsistent with this Agreement.

**ARTICLE 4 UNION SECURITY**

Section 1 The Employer agrees to employ only members in good standing with the Union, who shall at all times assist the Employer to secure competent shop Boilermakers and/or Helpers. Should the Union find it impossible to secure the necessary Boilermakers and/or Helpers, within forty-eight (48) hours, the Employer may hire such Boilermakers and/or Helpers that may be available, with the understanding that new employees shall become members of the Union after ninety (90) days from the start of their employment with the Employer. The Employer shall assist to ensure that all new employees shall become members of the Union. The Employer shall deduct, in accordance with the Labour Relations Code, the amount of dues or levies that may be authorized by the employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary Treasurer of Local Lodge 146 before the fifteenth (15th) day of the month.

Section 2 A written report of all new employees must be sent by the Employer to the Union office prior to any employee beginning work. Further, during the Employer's Shop Orientation, all new employees must complete and sign a Union Membership Application and provide authorization to deduct dues prior to beginning work.

Then upon completion of the Employer's ninety (90) day probationary period, all new employees must report to the Union office to finalize the membership application process.

Section 3 When any Shop employees are required to work on any Boilermaker Field, New Construction or Maintenance work, they shall be paid their wages and conditions according to the Boilermakers' Construction or Maintenance Agreement in effect at that time.

Section 4 Should an employee solicit work in the Field on New Construction or Maintenance, the employee shall lose seniority rights after sixty (60) days of continuous field work.

If the Employer solicits the employee to go to the Field on New Construction or Maintenance, their seniority shall continue in the Shop.

Section 5 Disciplinary action may take place for just cause. The Shop Steward shall be present at any meeting of a disciplinary nature between the Employer and the employee. The Shop Steward shall be notified prior to any written warning being issued and shall receive a copy of said warning.

Excluded from this section are all NCR's under the Employer's QC Program.

## **ARTICLE 5 HOURS OF WORK**

Section 1 Eight (8) hours per day shall constitute a regular day of work. Forty (40) hours per week (Monday through Friday inclusive) shall constitute a regular week of work. The foregoing shall not be interpreted as a guarantee to provide work to any employee for regularly assigned hours or any other hours.

- OR -

The majority of the employees within this bargaining unit or with the bargaining agent and the Employer may establish a compressed work week where ten (10) hours per day shall constitute a regular day of work. Forty (40) hours per week shall constitute a regular week of work (Monday to Thursday inclusive or Tuesday to Friday inclusive).

Section 2 The normal hours of work shall be between 7:30 a.m. and 4:00 p.m.; 4:00 p.m. to 12:30 a.m.; and 12:15 a.m. to 7:45 a.m.

Section 3 The majority of the employees within this bargaining unit or with the bargaining agent, and the Employer may change the foregoing starting time by one (1) hour either way. The Union and the shop steward shall be notified in writing of any change to the starting time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted to reflect the new starting time.

Section 4 Employees shall be entitled to two (2) paid ten (10) minute coffee breaks per eight (8) hour scheduled shift.

- OR -

Employees shall be entitled to two (2) paid fifteen (15) minute coffee breaks per ten (10) hour scheduled shift.

## **ARTICLE 6 SHIFT WORK**

Section 1 Where two (2) or three (3) shifts are working, the first or day shift shall be paid at the applicable rate, as set out in Article 9. The afternoon shift shall immediately follow the day shift unless otherwise agreed. The afternoon shift shall be paid for eight (8) hours work for a total shift time of eight and one-half (8.5) hours.

The midnight shift shall work seven (7) hours for eight (8) hours pay.

The shifts may overlap up to one-half (1/2) hour.

Employees with twenty-five (25) years or more of seniority have the right to request day shift only. The Employer will try to meet the request when possible.

Section 3 Employees shall be given a minimum of two (2) working days of notice, exclusive of Saturday and Sunday, prior to any changes in their shift with the exception of cases of emergency or work force realignments that may be necessary due to employee absenteeism. The Employer reserves the right of placement of personnel on various shifts. Shifts shall rotate with two (2) weeks on each shift unless the employee was hired for a specific shift.

Section 4 Employees shall be paid a minimum of four (4) hours at the applicable rate if they report to work and are unable to work due to circumstances beyond their control.

Section 5 The shift premium (as per Addendum 1) shall be paid on all hours worked. The shift premium shall not be compounded on overtime hours worked.

**ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

Section 1 All hours worked prior to and/or after any shift in excess of those provided shall be termed overtime. When such unscheduled overtime is expected to exceed one (1) hour, employees shall be entitled to a ten (10) minute rest period.

Section 2 All hours beyond eight (8) hours of work per day or forty (40) hours per week are considered to be overtime.

The first two (2) hours of overtime, Monday to Friday, shall be at one and one-half (1.5x) times the regular rate of pay. The first eight (8) hours of work on Saturday shall be at one and one-half (1.5x) times the regular rate of pay. Overtime hours worked in addition to the above mentioned shall be paid at two (2x) times the regular rate of pay.

Section 3 It is the Employer's right to schedule overtime. The Employer shall request employees to work overtime in order of seniority sequence within a classification to ensure a fair distribution of overtime. Such request to work overtime shall not be unreasonably refused.

Section 4 When an employee is required to work unscheduled overtime of more than two (2) hours beyond the end time of their regular scheduled shift, a hot meal shall be provided immediately at the conclusion of the two (2) hour time period and every four (4) hours thereafter, with a twenty (20) minute time period paid at two (2) times the regular rate of pay to consume the meal. In lieu of the hot meal and at the option of the majority of employees working the overtime, a twenty-dollar (\$20.00) allowance per employee may be paid. Unscheduled overtime shall be defined, for the purposes of this Section, as being overtime for which the employee receives no notice thereof until the last regularly scheduled shift that the overtime follows.

When the employee is working scheduled overtime of more than two (2) hours, they shall be given a twenty (20) minute time period paid at two (2x) times the regular rate of pay to consume the meal at the end of the first two (2) hours of overtime.

Section 5 The period of time recognized as a General Holiday is the twenty-four (24) hour period beginning at the start of the regular midnight shift (12:00 a.m.) on the day that is recognized as the General Holiday.

Section 6 When a General Holiday occurs during a 4 x 10 work week, the maximum of thirty (30) hours per week shall form the basis of the maximum straight time

rate, or during a 5 x 8 work week, the maximum of thirty-two (32) hours per week shall form the basis of the maximum straight time rate.

General Holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other General Holiday proclaimed by either the Federal or Provincial Government.

Section 7 General Holiday pay shall be calculated and paid each pay period at five percent (5%) of gross hourly earnings.

Section 8 No work shall be performed on Labour Day with the exception of cases deemed to be for the preservation of life and property.

Section 9 The day before Christmas Day and the day before New Year's Day, shall be a day off without pay and may be worked by mutual consent.

Section 10 All General Holidays shall be observed on the day in which they fall unless otherwise agreed upon. When a General Holiday falls on a Saturday, Sunday or recognized day off, the General Holiday shall be observed on either the workday prior to the General Holiday or the first workday following the General Holiday.

If the General Holiday is worked and an alternative day off has not been agreed upon, the day shall be paid at two (2x) times the regular rate of pay.

**ARTICLE 8 VACATIONS**

Section 1 Vacation pay shall be calculated and paid at the time of vacation or on each pay period according to the following rates.

<u>Length of Continuous Employment</u>	<u>% of Regular Pay</u>	<u>Vacation Time</u>
0 - 12 months	4%	10 regular work days
13 - 60 months	6%	15 regular work days
61 - 120 months	8%	15 regular work days
121 - 180 months	10%	20 regular work days
181 months or longer	10%	25 regular work days

Section 2 As far as is possible, employees shall be granted their choice of vacation periods according to their seniority, but the right to allocate vacation periods is reserved by the Employer in order to insure efficient and continuous operations of the plant. Unless mutually agreed, an employee shall not take more than fifteen (15) consecutive working days of vacation time.

Section 3 It shall be mandatory for all employees to take vacation after one (1) full year of continuous employment.

#### **ARTICLE 9 WAGES**

Section 1 Wages as set out in the Addenda shall remain in effect from date of ratification.

The wage classifications as shown in Addenda are identical to the seniority classifications referenced in other Sections of this Agreement.

Payment of wages shall be made by Direct Deposit into the bank of the employee's choice.

#### **ARTICLE 10 BEREAVEMENT LEAVE**

Section 1 Employees shall be entitled to three (3) days off with pay in the event of the death of a member of their immediate family. Immediate family is defined for the purpose of this Agreement as a mother, father, sister, brother, daughter, son, spouse, and common-law spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents and grand-parents.

Management shall give consideration for three (3) days off with pay for deaths of relations not mentioned in the above list.

#### **ARTICLE 11 BOILERMAKERS' SHOP HEALTH AND WELFARE PLAN**

Section 1 The Employer shall provide benefits under the Boilermakers' National Benefit Plans (Canada) – ISO (Industrial Sector Operations) Division, after ninety (90) calendar days of continuous employment. The Employer shall contribute four hundred and ten dollars (\$410) per employee, per month, for the term of this Agreement. Or such other amount communicated by the Board of Trustees of the Boilermakers' National Health Plan (Canada).

Section 2 The Employer shall provide each employee, at no cost to the employee, Alberta Health Care coverage at either the family monthly rate or the single monthly rate but the Employer shall not pay for duplication or be held responsible for arrears.

Employees transferring from one location to another within the group benefit program shall serve a ninety (90) calendar day probationary period.

Section 3 The Employer shall contribute on behalf of each employee to the FSEAP (Family Services Employee Assistance Program).

#### **ARTICLE 12 PENSION/RETIREMENT PLAN**

Section 1 The Employer shall contribute at the rate stipulated in the Addenda for each hour worked to the Boilermakers National Pension Fund.

Employees shall qualify for contributions after completion of ninety (90) calendar days of employment.

Section 2 The current month's contributions shall be remitted by the fifteenth (15th) of the following month and must be accompanied by a report with each employee's name, social insurance number, hours worked and the amount of the contribution.

Section 3 The Boilermakers' National Pension Fund (Canada) shall be administered by a Board of Trustees which include representation from the International Brotherhood of Boilermakers (IBB) and appointed professionals.

#### **ARTICLE 13 WORK CLASSIFICATIONS**

##### **Section 1 WELDERS, FITTERS AND BURNERS**

Welders, fitters and burners shall perform work within the trade claims of Article 11 (Established Jurisdiction of the Trade) of the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

##### **Section 2 APPRENTICES**

Apprentices shall perform work as in Article 11 of the International Brotherhood of Boilermakers' Constitution. An apprentice shall be given ample opportunity to cover all sections of their trade. The ratio of apprentices shall be one (1) to three (3) Boilermakers. The same ratio shall apply when lay-offs occur. It is recognized that there may be situations where the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Union's Business Manager or Business Representative to reach a mutually acceptable solution.

When attending technical trade school, the Employer agrees to pay indentured apprentices an amount that when added to the weekly government grant, shall amount to ninety percent (90%) of the apprentice's base pay calculated at the regular hourly rate of pay multiplied by forty (40) hours.

Upon returning to work after attending technical trade school, apprentices shall be paid one-third (1/3) of the amount owing on the first pay period upon returning to work. The second third (1/3) shall be paid on the second pay period and the final third (1/3) on the third pay period.

Tuition for apprenticeship training shall be reimbursed at fifty (50%) percent by the Employer if the apprentice achieves a final course mark of between eighty-five percent (85%) and one hundred percent (100%) on the apprenticeship course.

**Section 3      HELPERS, PRODUCTION WORKERS AND MATERIAL HANDLERS**

Helpers, Production Workers and Material Handlers shall perform work such as power brush operation, power grinding, cleaning, assisting welders or fitters in the performance of work referred to in Article 11 of the International Brotherhood of Boilermakers' Constitution and such other work that is generally recognized as Helpers, Production Workers, and Material Handler's work.

**Section 4      STUDENT LABOUR**

The Student Labour classification shall apply between the period of May 1st and September 15th. No permanent employees shall be replaced by the employment of Student Labourers.

**Section 5      BEGINNERS**

Notwithstanding Article 4, Section 1, Beginners classification shall apply to those employees who have no work experience in the industry and whose intent it is to enter into the Apprenticeship program. The individual must be indentured as an apprentice within six (6) months from the date of hiring or their employment shall be terminated. The Employer has the right to hire such individuals that are available.

**ARTICLE 14    WORKING CONDITIONS**

**Section 1**      A change room and lunch room shall be provided. Location of these facilities is at the discretion of the Employer. Change room and lunch room facilities shall meet environmental standards.

The Employer is responsible for the destruction by fire on the Employer's premises of personal effects owned by the employee to a maximum of two hundred dollars (\$200.00).

- Section 2 The foreman shall approve safety conditions before any employee proceeds to work on any vessel or tank that has or may have contained explosive or hazardous material.
- Section 3 If any employee has an accident during working hours and a physician deems it not safe to continue the shift, the employee shall be paid at the regular rate of pay for the full shift.
- Section 4 The Employer shall provide the following:
- (a) Supply coveralls on an exchange basis, or an exchange service for coveralls on a weekly basis at no cost to the employees.
  - (b) When an employee is required to work outside (plateland, outside cutting, shipping and the outside head press) for two (2) consecutive weeks or more between October 15th and March 15th, a cash payment of two hundred and fifty dollars (\$250.00) shall be provided annually to the employee, in a timely manner, for the purchase of winter apparel. Should the employee terminate their employment within three (3) months, one hundred and twenty-five (\$125.00) shall be deducted to reimburse the Employer from the employee's final pay cheque.
  - (c) Winter coats shall be provided to employees who are required to work outside.

The onus is on the employee to purchase appropriate apparel and ensure such apparel is kept in the same condition as such apparel that is supplied by the exchange service.

Gloves shall be supplied by the Employer as required on an exchange basis.

- Section 5 When practical, spray painting shall be conducted at the time and location that causes the least hazard to the employees.
- Section 6 When employees are called back to work after completion of their regular shift, they shall receive a minimum of two (2) hours of show-up time to be calculated at two (2x) times the employee's regular rate of pay.

Section 7 The Employer shall provide a plug-in for vehicle block heaters for all regular employees.

Where plug-ins for vehicle block heaters are not available and the temperature is minus fifteen degrees Celsius (-15C) or colder, employees shall be permitted to start their vehicles fifteen (15) minutes prior to the end of their shift and then return to their work.

Section 8 Employees shall be allowed a paid five (5) minute personal clean-up time prior to the end of their shift.

Section 9 The Employer shall provide all employees with the rules, regulations and safety information for all equipment and tools.

Section 10 **TRAINING/SAFETY TRAINING**

When an employee is required to take training and/or safety training such training shall be taken during normal work hours. Should the employees be required to take such training after their normal hours of work the employee shall receive the applicable overtime rate of pay (i.e., forklift, overhead crane training).

The Employer shall pay wages to an employee taking First Aid training (i.e., St. John's).

Section 11 The Employer shall reimburse employees up to two hundred and fifty dollars (\$250.00) per calendar year for the purchase of work boots with proof of purchase receipt.

**ARTICLE 15 WELDING TESTS**

Section 1 A welder who has served their apprenticeship with the Employer and after taking their Initial B Pressure test shall receive six (6) hours of pay at the regular rate of pay for taking the test. If an employee works for the Employer less than thirty (30) days after receiving the six (6) hours pay at the regular rate of pay for their Initial B Pressure test, they shall have an amount equal to six (6) hours pay at the regular rate deducted from their final pay.

Section 2 After successfully completing the qualification test, any B Pressure welder who is new to the Employer shall, be paid for the test time to a maximum of four (4) hours.

**ARTICLE 16 SENIORITY**

- Section 1 The principle of seniority within a job classification shall govern layoffs and recalls. Consideration shall also be given to ensure sufficient employees within each job classification are retained to meet the requirements of any remaining work. No new employee shall be entitled to seniority until they have been employed continuously for a period of sixty (60) calendar days, and then seniority shall date back to the time of hiring.
- Section 2 An employee who is laid off shall retain their accumulated seniority to the time of layoff, providing the layoff does not exceed one (1) month for each year of employment after which the employee shall lose all Seniority rights. A laid off employee must make arrangements with the Employer to return to work within five (5) days after receiving a Notice of Recall, in order to preserve their seniority.
- Section 3 Separate Seniority Lists shall be kept for each job classification as per Addendum I. Wage Page. In the case of layoffs, each list shall be considered a separate unit. The Employer shall supply Seniority Lists monthly.
- Section 4 Layoffs must comply with Employment Standards Code.
- Section 5 An employee's seniority shall be maintained for a maximum of one (1) year of absence as a result of sickness that is covered under a medical certificate, or an accident recognized by the Workers' Compensation Board (WCB).

**ARTICLE 17 SHOP COMMITTEE**

- Section 1 The importance of the Union maintaining at all times a Shop Committee, consisting of qualified employees who are familiar with plant conditions, is recognized.

- Section 2      The selection of the members of the Shop Committee is recognized as a function of the Union. The Shop Committee shall consist of no less than one (1) nor more than three (3) Members as required. The Chairperson of the Committee shall be the Primary Shop Steward. Owing to the importance of their work on the Committee, seniority shall not affect their layoff. Therefore, in the event of a layoff, they shall be the second last Member off the job, provided there is work available for which they are qualified. The Primary Shop Steward shall work only on days and not be required to work either the second or third shifts. In the event the Primary Shop Steward is to be laid off, the Union Business Manager or Business Representative shall be notified in a timely manner to allow for the appointment of a successor. All Shop Stewards shall be given a reasonable length of time to perform their Union and Shop and Safety Committee duties.
  
- Section 3      At least one (1) member of the Shop Committee shall also be a member of the Safety Committee, preferably the Primary Shop Steward.
  
- Section 4      Safety Committee meetings shall be held at least once per month, or as required by the Safety Committee and Occupational Health and Safety requirements.
  
- Section 5      Due to the Employer operating multiple shifts at different locations, it is recognized that there may be a need to appoint Assistant Shop Stewards in these locations for each shift. The Union Business Manager or Business Representative shall appoint the Assistant Shop Stewards and shall provide notification to the Employer in writing.

**ARTICLE 18    GRIEVANCE MACHINERY**

**Section 1      GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto, that employee concerns shall be addressed as quickly as possible. The term grievance shall mean any difference of dispute concerning the interpretation, application, administration or alleged violation of the Agreement. Any of the time limits contained herein are mandatory, however, they may be extended if it is mutually agreed to in writing.

- Step 1:      The foreman or supervisor shall be given the opportunity to address the concern. When an employee's concern is rendered in written form it shall be termed a grievance and shall be advanced to Step 2.
  
- Step 2:      The written grievance shall be submitted to the Employer representative within ten (10) working days from the incident giving rise to the concern.

- Step 3: The Employer representative shall hear the grievance within fifteen (15) working days from the incident giving rise to the concern. The grievance shall be presented by the Union Business Manager or his Business Representative and the Shop Steward. The written decision of the Employer representative shall be submitted to the Union Business Manager and the Shop Steward within eighteen (18) working days from the incident giving rise to the concern.
- Step 4: If the Employer's answer in Step 3 is unacceptable, the grievance shall then be discussed within twenty-eight (28) working days from the incident giving rise to the concern at a meeting between the Plant Manager or his designated representative and the Union's International Vice-President or his designated representative. If the matter is not resolved in Step 4, the Union may advise in writing within thirty-three (33) working days from the incident giving rise to the concern that it wishes to submit the matter to arbitration.

## Section 2 **ARBITRATION**

The Union and the Employer shall establish a list of four (4) acceptable Arbitrators. Arbitrators shall be chosen shortly after ratification. The single Arbitrator shall be selected in rotation from the list. Any of the time limits contained herein are mandatory, however, they may be extended if it is mutually agreed to in writing.

- Step 1: Once the Arbitrator has been named they shall convene a hearing into the grievance within forty-five (45) working days from the incident giving rise to the concern.
- Step 2: The Arbitrator shall render their decision no later than sixty (60) working days from the incident giving rise to the concern. The decision of the Arbitrator shall be final and binding on both parties.
- a) The Arbitrator shall be governed by the terms of the Agreement and shall not alter, amend or change the terms of the Agreement. If an employee has been dismissed or otherwise disciplined by the Employer for cause and the Agreement contains no specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute any penalty for the dismissal or discipline that seems just and reasonable in all the circumstances.
  - b) Each of the parties to this Agreement shall bear their own expenses for arbitration. The fees and expenses of the Arbitrator shall be shared equally by both parties.

**ARTICLE 19 UNION LABEL**

Section 1 The Employer agrees to accept the Union Label as per the attached Memorandum of Agreement.

**ARTICLE 20 DURATION OF AGREEMENT**

Section 1 This Agreement shall become effective December 31, 2022 and shall remain in full force and effect until December 31, 2025 and from year to year thereafter, unless either party shall, at least sixty (60) days prior to the anniversary date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice.

If an Agreement is not reached on or before the expiry date of the existing contract, then terms and conditions of this contract shall remain in effect until a new Agreement is concluded or strike or lockout commences.

The Parties extended the Articles of Agreement along with any associated Memorandum of Agreement from the bridging dates, September 30, 2021 to December 31, 2022.

IN WITNESS THEREOF the parties hereto have executed this Agreement the

22nd day of DECEMBER, 2022.

Edmonton Exchanger

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

Tim Gusse  
President

Hugh MacDonald  
Business Manager/Secretary Treasurer

Terry Rozak  
Vice President of Manufacturing

Darcey Kooznetsoff  
Business Representative

Dallas Bartel  
Shop Steward

Clinton Enman  
Bargaining Committee

Les Gal  
Bargaining Committee

Chris Jodouin  
Bargaining Committee

Dustin Moorcroft  
Bargaining Committee

Dean Parr  
Bargaining Committee

## Addendum I

Edmonton Exchanger & Manufacturing Ltd.

### Wage Page

Classification	Dec 31, 2022 8%	Dec 31, 2023 3%	Dec 31, 2024 2%
Foreman	\$50.51	\$52.03	\$53.07
Lead hand	\$48.49	\$49.95	\$50.95
B Welder	\$47.07	\$48.48	\$49.45
Journeyman Welder	\$42.50	\$43.77	\$44.65
Journeyman Boilermaker	\$42.50	\$43.77	\$44.65
Vessel Layout Fitter	\$47.07	\$48.48	\$49.45
Mobile Crane Operator with Ticket (capacity 15 tons and over)	\$43.76	\$45.07	\$45.98
Production Worker	\$30.27	\$31.18	\$31.80
Helper	\$24.20	\$24.93	\$25.43
Beginner	\$21.55	\$22.19	\$22.64
Student Labourer	\$18.81	\$19.38	\$19.77

Apprentices - As a percentage of the Journeyman rate for a Welder and Boilermaker.

First Year	(60%)	\$25.50	\$26.26	\$26.79
Second Year	(75%)	\$31.87	\$32.83	\$33.49
Third Year	(90%)	\$38.25	\$39.40	\$40.18
Pension	Per Hour	\$3.00	\$3.25	\$3.50

#### Shift Premium

Day Shift	Applicable rate listed above
Afternoon Shift	Applicable rate listed above plus one dollar and seventy-five cents (\$1.75) per hour
Midnight Shift	Shall work seven (7) hours but receive the applicable rate listed above for eight (8) hours plus one dollar and fifty cents (\$1.50) per hour

# MEMORANDUM OF AGREEMENT

## BOILERMAKERS UNION LABEL

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed and approved agreement with this BROTHERHOOD under which skilled workers and members of our craft enjoy a high standard of wages, hours, fringe benefits and other conditions of employment

In consideration thereof the INTERNATIONAL BROTHERHOOD now authorizes this EMPLOYER to affix the BOILERMAKER UNION LABEL to products fabricated under the terms of this agreement in his shop or plant The EMPLOYER agrees to be bound by the following procedures for affixing the Label:

The BROTHERHOOD'S UNION LABEL is the property of the BROTHERHOOD and shall only be affixed to the EMPLOYER'S product by the UNION'S duly authorized UNION LABEL STEWARD, such steward shall be designated to the Employer in writing by the Union.

This Memorandum of Agreement shall be valid only so long as the EMPLOYER'S LABOUR AGREEMENT with this BROTHERHOOD is approved and in full force and effect.

All the foregoing was agreed to this date 22nd, December at Edmonton,  
ALBERTA, by and between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC and Edmonton Exchanger & Manufacturing Ltd.  
(Employer)

For the INTERNATIONAL BROTHERHOOD

For the EMPLOYER

[Redacted signature area]

Arnie Stadnick  
Int'l. Vice-President Canada

Tim Gusse  
President, Edmonton Exchanger & Manufacturing Ltd

[Redacted signature area]

Hugh MacDonald  
Business Manager/Secretary-Treasurer  
Boilermakers Local Lodge 146

Terry Rozak  
Vice President of Manufacturing,  
Edmonton Exchanger & Manufacturing Ltd.