

Collective Agreement

Between

Waiward Steel Fabricators LTD
Edmonton, Alberta

and

Shopmen's Local NO. 805
Of the International Association of Bridge,
Structural, Ornamental and reinforcing Iron Workers
(Affiliated with the AFL-CIO)

Begins:
04/1 /1997

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05/31/2000

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AGREEMENT

THIS AGREEMENT, executed and effective as of the 11th day of April, 1997, by and between Waiward Steel Fabricators Ltd. hereinafter referred to as the "Company" and the Shopmen's Local Union No. 805 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (Affiliated with the A.F.L.-C.I.O., C.L.C.) hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, to prevent waste, unnecessary and avoidable delays and expense, and for the purpose of at all times securing for the Company sufficient skilled workmen, and insofar as possible, provide for Labour's continuous employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the metal fabricating industry that fabricating costs may be as low as possible, consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually covenant and agree as follows:

SECTION 1.

BARGAINING UNIT - MAINTENANCE WORK

(A) This Agreement shall be applicable to all of the Company's employees (save and except those specifically excluded below) engaged in the fabrication of iron, steel and metal products or other work in connection therewith including maintenance work in or about the Company's shop or shops located at Edmonton, Alberta vicinity, and to work done by such employees. Production work and other work in connection therewith, including maintenance work may be performed by supervisors or other persons who are excluded from the bargaining unit as set forth and described in this Section 1., who may also instruct employees and demonstrate proper methods and procedures of performing work operations. This Agreement is not intended and shall not be construed to extend to office or clerical employees, watchmen, guards, or supervisors, nor to erection, installation or construction work, or to employees engaged in such work.

(B) "Maintenance" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, plant and property, but is not intended to include major extensions or major remodelling.

(C) All reference to employees in the Agreement designates both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

SECTION 2.

INTERNATIONAL NOT A PARTY TO AGREEMENT

The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, the parent body of the Union, (hereinafter referred to as the "International") is not a party to this Agreement and assumes no responsibility or liability under this Agreement and similarly shall have no right of redress thereunder against the Company for the breach thereof.

SECTION 3.

UNION RECOGNITION

(A) The Company recognizes the Union (Shopmen's Local 805) as the exclusive representative and agent of all the Company's employees (save and except those employees specifically excluded in Section I. hereof) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(B) The Company agrees that no fabrication of miscellaneous or structural steel will be subcontracted to any company that is not signatory to a Union Agreement representing a qualified bargaining unit, unless a shortage of manpower exists.

SECTION 4.

UNION MEMBERSHIP

(A) Each of the Company's employees to whom this Agreement is applicable, as defined in section I. hereof, shall, as a condition of employment be or become a member of the Union not later than the thirtieth (30th) day following the effective date of this Agreement, or not later than the thirtieth (30th) day following the beginning of his employment, whichever is the later. Each employee shall, as a condition of continued employment, remain a member of the Union in good standing in accordance with its Constitution and Bylaws.

(B) Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his initiation and/or reinstatement fees and membership dues in good standing therein as provided for in this section, the Company shall discharge such an employee and such employee shall not be re-employed during the life of this Agreement unless or until he complies with the provisions of this section.

(C) The Company shall, upon request, give each newly-hired employee and each such person newly-employed after being laid off, or otherwise absent from work more than fifteen (15) days, a form, in duplicate, showing the class of work for which such person has been employed, his straight-time hourly rate and Social Insurance Number. Each such new or former employee shall submit one (1) copy of the above-mentioned form to the Chief Shop Steward and the Shop Foreman for the Company.

(Section 4. cont'd)

(D) When new **employee(s)** are required, the Company will **notify** the Union of the **number** and **classification(s)** of the **employee(s)** required and the **Company** shall be able to select **those it considers** competent. In the event **that the** Union **cannot** supply **such** competent **member(s)**, the **Company** shall have the right to employ any **other acceptable** competent person.

SECTION 5.

**CHECK-OFF OF UNION DUES -
INITIATION AND/OR REINSTATEMENT FEES**

(A) It shall **be mandatory** that each employee of the Company who is a **member of the Union sign and deliver** to the Company an authorization directing the Company to **withhold from such employee's earnings, Union Dues, Initiation and/or Reinstatement Fees hereinafter provided** for in this section. Upon receipt **thereof**, the Company shall deduct from such employee's earnings, on the **first payday in each month, the amount owed to the Union by each such employee for Union Dues, initiation and/or Reinstatement Fees, however, should any such employee have no earnings due him on the first payday in any month or should such employee's earnings be less than the amount such employee owes the Union for dues, then, in that event, the deduction shall be made from the employee's earnings on the next succeeding payday on which his earnings are sufficient to cover the mount of dues owed to the Union by such employee. By the twenty-sixth (26th) day of each month, the Company shall mail to the Financial Secretary of the Union a cheque payable to the Union for the amount of Union Dues, Initiation and/or Reinstatement Fees the Company has withheld during such months, which shall be accompanied by a list, in duplicate, containing the names of the employees and the mount deducted from each such employee's earnings. Upon receipt of such cheque and list, said Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the company. The Union will notify the company in writing, as to the amount of monthly Union Dues, Initiation and/or Reinstatement Fees as provided for in the Local Union Bylaws.**

(B) It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, **Union Dues, Initiation and/or Reinstatement Fees erroneously withheld from an employee's earnings by the Company and paid to the Union.**

SECTION 6.

MANAGEMENT PREROGATIVES- SHOP RULES

(A) **The Management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be vested exclusively in the Company. Subject to the provisions of this Agreement, the Company shall have the right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge an employee except for proper cause or otherwise improperly discriminate against an employee.**

(B) **The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall maintain on its bulletin boards and furnish the Union with a written or printed copy of all such rules and regulations, as well as new rules and such regulations shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Company's bulletin boards. The Company shall furnish to the Union office a copy of all such printed or written matter directed at employees covered by this Agreement. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committeeman or Steward.**

SECTION 7.

HOURS OF WORK

(A) **When only one (1) shift is employed, a regular workday shall consist of eight (8) consecutive hours, exclusive of the thirty (30) minute lunch period, with pay for eight (8) hours, between 6:30 a.m. and 3:00 p.m., and the regular workweek shall consist of forty (40) hours.**

(B) **When two (2) shifts are employed, a regular workday for the second shift shall consist of ten (10) consecutive hours, exclusive of the thirty (30) minute lunch period, with pay for ten (10) hours, between 3:30 p.m. and 2:00 a.m., and the regular workweek for the second shift shall consist of forty (40) hours.**

(Section 7. cont'd)

(C) Monday through Friday shall constitute the regular workweek.

(D) The starting time and quitting time of the various shifts, as herein provided for, may be changed from time to time by mutual agreement between the Company and the Union,

(E) The foregoing provisions of this section describe the regular workday and regular workweek and are not intended to be construed as a guarantee of hours of work per day or per week, or days of work per week. The regular scheduled workweek for each employee shall begin with the starting of his regularly scheduled shift on Monday of each week as hereinabove set forth,

(F) The foregoing provisions of this section are not intended and shall not be construed as preventing overtime work, provided however, the Company agrees that while employees who have acquired seniority status of six (6) months or more are laid off, there will not be any overtime work performed on any work operation such employees are capable of performing, except in the case of emergency and then only for a period of not more than three (3) days. There shall be no discrimination in the assignment of overtime work and overtime shall, insofar as practical, be allocated equitably among the employees qualified to perform the work operation in question; it being understood, however, on work operations where the distribution of overtime, as hereinabove provided, would not be practicable, the employees who regularly perform such work operations during the regular work hours shall be given preference when overtime work is required on such operations.

(G) There shall be a ten (10) minute rest period during the first four/five (4) / (5) hours of each shift, a further ten (10) minute rest period during the last four/five (4) / (5) hours of each shift and an additional ten (10) minute rest period immediately prior to performing work in excess of eight/ten (8) / (10) hours on any shift if the overtime will exceed two (2) hours any day. When four (4) or more hours of overtime are scheduled in any day, employees will be given a thirty (30) minute lunch break after two (2) hours of such overtime. During such rest period(s) each employee shall, if they desire to do so, obtain and consume refreshments and/or food but will not be paid for the thirty (30) minute lunch break.

(Section 7, cont'd)

(H) In the event an employee is required to work in excess of two (2) overtime hours in any day and is not so notified by the Company one day in advance, the Company agrees to provide such employee with an adequate meal to a value not to exceed ten dollars (\$10.00) selected by the employee from any one take-out service in the vicinity, at the Company's expense. The employee will be given a thirty (30) minute lunch period and such lunch period provided for in this subsection shall replace the ten (10) minute rest period immediately prior to performing work in excess of the regular scheduled shift as provided for in subsection (G) hereinabove or at such time as may be mutually agreed upon between the Company and the Union. Such thirty (30) minute lunch period will not be paid for by the Company.

(I) For the hire of the second shift such employee shall be hired for that shift only. Such employee shall remain on the second shift as long as work is available on such shift unless he advises the Company that he wishes to work in the first shift if a vacancy on the shift exists by giving the Company at least one (1) week notice. The Company will give an employee at least one (1) week notice in writing when such employee's shift can be changed, except as hereinabove provided for in this subsection. No employees shall be required to work on another shift unless he has received such notice as to a vacancy existing.

(J) Wash-up/Clean-up Period: The commencement of "Wash-up/Clean-up Period" will be indicated by an appropriate signal. No employee shall cease his work until such signal is given. Any employee downing his tools, stopping his machine or leaving his work place prior to the giving of such signal will be subject to discipline. Duration of "Wash-up/Clean-up Period" shall be five (5) minutes prior to the quitting time of each shift.

(K) The Company agrees that it will not institute a short workday or week for the purpose of avoiding layoffs without prior agreement with the Union. Notwithstanding the foregoing, it is understood that this shall not prevent the Company from laying off employees within the provisions of this Agreement, nor will it prevent the Company from maintaining a core of people by implementing a short workweek.

(Section 7. cont'd)

(L) That all **employees** be at their work stations at the sound of each **buzzer**. If **employee** is not ~~at~~ his work station at such **buzzer**, he may be **subject** to discipline or have his time docked,

SECTION 8.

OVERTIME

(A) All work done by an employee **before or after** *the* regular shift and all work done in excess of the regular workday for any shift **Monday through Friday inclusive**, shall be considered **overtime** work and shall be paid for at **one and one-half (1 ½) times** such employee's current regular **straight-time** hourly rate.

(B) All work done by an employee on Saturday shall be considered overtime work and shall be paid for ~~at~~ **one and one-half (1½) times** such employee's current regular straight-time hourly rate, for the first eight (8) hours, all subsequent hours to be paid for at **two (2) times** such employee's current regular **straight-time** hourly rate.

(C) All work done by an employee on Sunday shall be considered overtime work and shall be paid for ~~at~~ **two (2) times** such employee's current regular straight-time hourly rate. .

(D) For the classification of truck driver, the regular, straight-time hourly rate will apply for up to **ten (10) hours** in a day and up to **fifty (50) hours** in a week, as per Regulation #78-81, Trucking Industry for Highway Hauling.

SECTION 9.

HOLIDAYS- HOLIDAY PAY

(A) For the purpose of this Agreement, the following shall be recognized as holidays: **New Year's Day, Good Friday, Family Day, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve, Christmas Day and Boxing Day**. Should any of the foregoing holidays occur on Saturday or Sunday, the following Monday shall be.

• (Section 9. cont'd)

recognized and observed as the holiday in question, provided, however, when Christmas Day occurs on Saturday or Sunday, Boxing Day shall be observed on the following Tuesday. The workday before or the workday after the holiday in question may be used as the replacement day of the holiday.

All work done on any of the foregoing holidays, or days observed as such, shall be paid for at the rate of double time and subject to the provisions hereinafter set forth in subsection (B), each employee shall, in addition to double time pay for work performed, be paid eight (8) hours straight-time holiday pay for each such holiday, or days observed as such. No work shall be done on Labour Day except where absolutely necessary to avoid hazard to life or property.

(B) Each employee shall be paid eight (8) hours straight-time holiday pay, whichever is applicable for each of the holidays mentioned in subsection (A) hereinabove as per the labour standards, such employee must have worked 30 days for the Company to qualify.

(C) In order to be eligible to receive pay for any of the above-mentioned holidays, or days observed as such, not worked, as provided for in subsection (A) above, an employee must have worked a regular shift for the Company on the last regular workday immediately preceding and on the first regular workday immediately following the holiday in question, unless his failure to work for the Company on such day or days was due to absence because of being on paid vacation, as hereinafter provided for in this Agreement, or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately following the holiday in question, or because of a layoff by the Company commenced not more than thirty (30) days immediately preceding the holiday in question, or because of death in the immediate family: mother, father, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or an employee, or for a similar good cause authorized, directed or approved by the Company.

SECTION 10.**CLASSIFICATIONS - RATES OF PAY**

Effective April 11, 1997

	Rate of Pay	With RRSP Contrib,
1. Crew Leader	\$21.13	\$21.81
2. Checker, inspector, Layout Man	\$20.48	\$21.16
3. Journeyman Fitter*	\$19.85	\$20.53
4. Journeyman Welder*, CNC Oper, Beam Line Operator	\$19.03	\$19.71
5. Journeyman Fitter, Welder, Maintenance	\$18.02	\$18.70
6. Plate Burning Table, Spray Painter, CNC Control Machine Oper., Shipper, Boom Truck Oper., Yard Man, Descaling Equip. Oper.	\$16.35	\$17.03
7. Yard Man Helper, Shipper's Helper, Trades Helper, CNC Oper. (training to 6 months, Max)		
(First 3 months)	\$13.98	
(After 3 Months)	\$14.73	\$15.41
8. General Helper		
(First 3 months)	\$10.17	
(After 3 months)	\$11.02	\$11.70
9. Truck Driver	\$12.37	\$13.05
Apprentices - First Year 70% of Journeyman	\$12.61	\$13.29
- Second Year 80% of Journeyman	\$14.42	\$15.10
- Third Year 90% of Journeyman	\$16.22	\$16.90

RRSP Contribution added after completion of 3 month probationary period, if so matched by Employee, as per W o n 14(H), which does not form part of total earnings.

CLASSIFICATIONS - RATE OF PAY
Effective June 27, 1997

	Rate of Pay	With RRSP Contrib.
1. Crew Leader	\$21.36	\$22.04
2. Checker, Inspector, Layout Man	\$20.71	\$21.39
3. Journeyman Fitter*	\$20.07	\$20.75
4. Journeyman Welder*, CNC Oper., Beam Line Operator	\$19.24	\$19.92
5. Journeyman Fitter, Welder, Maintenance	\$18.22	\$18.90
6. Plate Burning Table, Spray Painter, CNC Control Machine Oper., Shipper, Boom Truck Oper., Yard Man, Descaling Equip. Oper.	\$16.53	\$17.21
7. Yard Man Helper, Shipper's Helper, Trades Helper, CNC Oper., (training to 6 months. Max)	\$14.13	
(First 3 months)	\$14.89	\$ 15.57
(After 3 Months)		
8. General Helper		
(First 3 months)	\$10.28	
(After 3 months)	\$11.14	\$11.82
9. Truck Driver	\$12.51	\$13.19
Apprentices - First Year 70% of Journeyman	\$12.75	\$13.43
- Second Year 80% of Journeyman	\$14.58	\$15.26
- Third Year 90% of Journeyman	\$16.40	\$17.08

RRSP Contribution added after completion of 3 month probationary period, if so matched by Employee, as per Section 14(H), which does not form part of total earnings.

CLASSIFICATIONS- RATE OF PAY
Effective June 1, 1998

		With RRSP Contrib.
1. Crew Leader	\$22.32	\$23.00
2. Checker, Inspector, Layout Man	\$21.64	\$22.32
3. Journeyman Fitter*	\$20.97	\$21.65
4. Journeyman Welder*, CNC Oper., Beam Line Oper.	\$20.11	\$20.79
5. Journeyman Fitter, Welder, Maintenance	\$19.04	\$19.72
6. Plate Burning Table, Spray Painter, CNC Control Machine Oper., Shipper, Boom Truck Oper., Yard Man, Descaling Equip. Oper.	\$17.27	\$17.95
7. Yard Man Helper, Shipper's Helper, Trades Helper, CNC Oper. (training to 6 months. Max)		
(First 3 months)	\$14.77	
(After 3 Months)	\$15.56	\$16.24
8. General Helper		
(First 3 months)	\$10.74	
(After 3 months)	\$11.64	\$12.32
9. Truck Driver	\$13.07	\$13.75
Apprentices - First Year 70% of Journeyman	\$13.33	\$14.01:
- Second Year 80% of Journeyman	\$15.23	\$15.91
- Third Year 90% of Journeyman	\$17.14	\$17.82

RRSP Contribution added after completion of 3 month probationary period, if so matched by Employee, as per Section 14(H), which does not form part of total earnings.

CLASSIFICATION- RATE OF PAY
Effective June 1, 1999

	Rate of Pay	With RRSP Contrib.
1. Crew Leader	\$23.10	\$23.78
2. Checker, Inspector, Layout Man	\$22.40	\$23.08
3. Journeyman Fitter*	\$21.70	\$22.38
4. Journeyman Welder*, CNC Oper., Beam Line Oper,	\$20.81	\$21.49
5. Journeyman Fitter ,Welder, Maintenance	\$19.71	\$20.39
6. Plate Burning Table, Spray painter, CNC Control Machine Oper., Shipper, Boom Truck Oper., Yard Man, Descaling Equip. Oper.	\$17.87	\$18.55
7. Yard Man Helper, Shipper's Helper, Trades Helper, CNC Oper. (training to 6 months. Max) (First 3 months)	\$15.29	
(After 3 months)	\$16.10	\$16.78
8. General Helper (First 3 months)	\$11.12	
(After 3 months)	\$12.05	\$12.73
9. Truck Driver	<u>\$13.53</u> BR	\$14.21
Apprentices - First Year 70% of Journeyman	\$13.80	\$14.48
- Second Year 80% of Journeyman	\$15.77	\$16.45
- Third Year 90% of Journeyman	\$17.74	\$18.42

RRSP Contribution added after completion of 3 month probationary period, if so matched by Employee, as per Section 14(H), which does not form part of total earnings.

(Section 10. cont'd)

New Apprentices:

- First Year - 70% of Journeyman Fitter or Welder rate
- Second Year - 80% of Journeyman Fitter or Welder rate
- Third Year - 90% of Journeyman Fitter or Welder rate

If apprentice's grade average is 85% or higher he shall receive an additional 2.5% on the above rates.

Upon completion of three (3) twelve (12) month periods and passing Government tests, the apprentice shall be reclassified and paid as Journeyman Fitter II or Journeyman Welder II.

Journey Fitter I & II to be in compliance with "Alberta Trade #26 Certification" and have Company approval.

Journeyman Welder I & II to be in compliance with "Alberta Trade #12 Certification and be CWB tested. Also that the Welder himself is to pay for CWB test after second failure and make up test on his own time after first failure.

No employee's wage rate shall be reduced because of his being reclassified as an apprentice.

(B) Employees working on other than day shift, shall receive a premium of one dollar (\$1.00) per hour in addition to their wages for all hours worked on such a shift.

(C) The rates of pay set forth in subsection (A) of this section are straight-time hourly rates and nothing contained herein shall be construed as prohibiting or requiring the Company to grant individual employees for length of service or other reason, a wage increase which would result in such employee's regular straight-time hourly rate being in excess of the wage rate herein specified for the work operation he performs. Conditions to such premium rates are as determined by the Company.

(Section 10. cont'd)

(D) Should it be determined that there exists a work operation in the Company's plant for which the classifications set forth in subsection (A) of this section would not be applicable, or should the Company undertake work operations for which such classifications are not applicable, in either event, classifications for such work operations and wage rates therefor shall be established through prompt negotiations between the Company and the Union; and when such classifications and wage rates have been determined (it being understood such determinations shall be made within thirty (30) days after the commencement of such work operations) the provisions thereof shall become effective as of the time such work operations commence.

SECTION 11. PAYDAYS- PIECE WORK PROHIBITED

(A) Employees shall be paid on a regular designated payday every two (2) weeks by direct deposit. When an employee is laid off or discharged, he shall be paid off within four (4) office working hours after such employee has had his tool check list signed off,, Such sign off shall occur not later than the regular quitting time of his last day worked. When an employee quits he will be paid on the next regular payday.

(B) There shall be no piece or contract work done by the employees and ail work performed shall be paid for on an hourly basis.

(C) Retroactive pay, if any forthcoming, shall be paid out to all employees entitled to same within forty five (45) days after the Union has notified the Company that the terms and conditions of the new Agreement have been accepted by the majority of the membership affected. Such pay shall also be applicable to any employee(s) employed by the Company on the effective date, except who may have left prior to ratification, for all hours worked in that period.

SECTION 12.

REPORTING PAY

(A) Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least four (4) hours shall be paid at the applicable rate for four (4) hours actual work on that day, except where failure to so put such employee to work is occasioned by non-operation of the plant, or a substantial part thereof, as a result of fire, Act of God, failure of power or major breakdown of equipment.

(B) Any employee injured at the Company's plant, who is sent to doctor and returns to work during his regular scheduled hours, shall receive the applicable hourly rate(s) for such time thereby lost on such day. Should such employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured; in the event such employee was injured during such employee's regular working hours, such employee shall receive the applicable hourly rate for such regular time thereby lost on such day. If such employee shall, on any subsequent day on which he performs work for the Company, go to the doctor for treatment of such injury during his regular working hours, he shall receive the applicable hourly rate for such regular time thereby lost on such day. Confirmation of such subsequent visits to the doctor must first be scheduled with Company Management, at which time Management has the right to send such employee to the company appointed doctor (Specialist).

SECTION 13.

VACATIONS

(A) Each of the Company's employees to whom this Agreement is applicable shall, in each year this Agreement remains in effect, be granted a vacation with pay in accordance with the following provisions.

(B) **Employees with less than one (1) year of service:**
Employees with less than one (1) year of service with the Company, shall be entitled to receive fourteen (14) consecutive days of vacation, commencing on a Monday, at which time the employee may be granted periods of vacation of not less than one week at a time and vacation pay equal to four percent (4%) of their total earnings.

(Section 13, cont'd)

Employees with one (1) year but less than three (3) years of service:

Employees with one (1) year but less than three (3) years of service with the Company, such employee shall receive fourteen (14) consecutive days of vacation, commencing on a Monday, at which time the employee may be granted periods of vacation of not less than one week at a time and vacation pay equal to five (5%) of their total earnings.

Employees with three (3) years but less than seven (7) years of service:

Employees with three (3) years but less than seven (7) years of service with the Company, shall receive twenty-one (21) consecutive days of vacation, commencing on a Monday, at which time the employee may be granted periods of vacation of not less than one week at a time and vacation pay equal to seven percent (7%) of their total earnings.

Employees with seven (7) years or more of service:

Employees with seven (7) years or more of service with the Company shall receive twenty-eight (28) consecutive days of vacation, commencing on a Monday, at which time the employee may be granted periods of vacation of not less than one week at a time and vacation pay equal to nine percent (9%) of their total earnings.

(C) In computing an employee's "total earnings", all overtime earnings, shift differential, holiday pay and vacation pay paid by the Company shall be included in such "total earnings".

(D) Employees shall be paid their vacation pay on the last payday prior to the beginning of their vacation period, however, in the event an employee's employment with the Company should be terminated for any reason prior to his vacation period, the said employee(s) shall be paid their accrued vacation pay computed in accordance with their length of service as hereinabove provided to the date of termination.

(E) Vacations shall not be accumulated but must be granted and taken in the calendar year in which they are due. Vacations shall be granted at a time most desired by the employee in question, with due regard to seniority, provided, however, that the final allocation

,Section 13, cont'd]

of vacation periods for the individual employees shall rest exclusively with the Company in order to ensure continuity of plant operations. Each employee shall notify the Company by March 31st of each year, of the vacation period most desired; the Company shall notify the employee by April 30th of each year, of the vacation period allotted to such an employee. However, the Company may give six (6) months advance notice option to provide two week shut down period between July 1st and August 31st at which time all designated employees shall take their vacations during such allotted shut down period. The balance of vacations if so earned, will still be granted as per the notification provisions so noted above. If an employee is absent on the workday before such employee's vacation would have commenced because of confirmed illness or injury, he may choose another vacation period.

SECTION 14.

WELFARE BENEFITS

(A) The employer agrees to obtain from an insurance company, authorized to operate in the Province of Alberta, and the Alberta Health Care Insurance Commission (hereinafter referred to as "Benefit Carriers"), group insurance protection for each employee covered by this Agreement which will provide each employee with the benefits hereinafter set forth in the schedule of "Employee Benefits" in subsection (C) hereof.

(B) The employer also agrees to obtain for the spouse (and unmarried children under eighteen (18) years of age, or twenty-one (21) years of age, if a full-time student in a post secondary institution) of each of its employees, the benefits hereinafter set forth in the schedule of "Dependent's Benefits" in subsection (C) hereof. Such benefits shall be obtained from the Benefit Carriers providing the benefits referred to in subsection (A) above.

(C) Employee Benefits

Life Insurance - \$50,000. - Payable to a designated beneficiary in the event of the death of the Insured from any cause. Benefits reduce 50% at age sixty-five (65) and terminate at age seventy (70).

Section 14, cont'd]

Accidental Death & Dismemberment - A maximum of \$50,000. is payable as the result of a loss of life, sight, speech or hearing and including the loss of use of a limb or limbs. Benefits reduce 50% at age sixty-five (65) and terminate at age **seventy (70)**.

Long Term Disability - Sixty-six and two thirds percent (**66 2/3%**) of the regular **monthly** earnings, to a **maximum** of \$3,000., will **be** payable in the event of total **disability**. **Benefits** commence after a **twenty-six (26)** week waiting **period** and **are** payable to a **maximum** of **age** **sixty-five (65)**, **recovery**, or death. Covers sickness or non-occupational accidents **only**.

Weekly Sick or Accident Benefits - Sixty-six and two thirds percent (**66 2/3%**) of the regular **weekly** earnings is payable in the event of total disability resulting from an **accident or sickness**. Benefits **are** payable **on** the **eighth (8th)** day for **disabilities as the result of sickness or accident**, **excepting if** the claimant is **hospitalized** for **seven (7) days or more**, in which case **benefits** would **be** payable **from** the **first (1st)** day of hospitalization. The **maximum** payable is **six hundred dollars (\$600.00)** for **twenty-six (26)** weeks and **benefits** terminate at **age** **seventy (70)**.

Dependent Life Insurance - Spouses are insured for \$10,000. **The amount is** paid to the employee in the **event** of a spouse's death from **any cause**. In the **event** of death of a dependent **child**, **age** **five (5)** days to **twenty-two (22)** years, (**twenty-five (25)** if a full-time student), an amount of \$5,000. is payable. **Benefits** terminate at **age** **seventy (70)**.

Optional Life Insurance - **Increments** of \$10,000. to \$100,000. **are** available to employees and **spouses**. Amounts **are** payable as **the result of death from any cause** though a **two (2) year** suicide restriction is included.

Extended Health Care - Reimbursement at **100%**, no deductible and no maximum.

Coverage also includes:

- **Semi private hospital room**
- **Parmedicals** to six hundred dollars (\$600.00) per year per **specialty**
- **Private duty nursing** to ten thousand dollars (\$10,000.00) **per year**
- **Hearing aids** to two-hundred fifty **dollars (\$250.00)** per **24 months**
- **One million dollars (\$1,000,000.00)** out of **country emergency** maximum
- **Fifty thousand dollars (\$50,000.00)** out of **country referral** maximum
- **100% coverage** of all **prescription drugs, supplies and hospital services**
- **No over-the-counter drugs** covered

[Section 14, cont'd]

Coverage to **age seventy (70)** though overall maximum is limited to **\$15,000. per person over age sixty (65)**.

Medical and Surgical Benefits - As provided for in **the Alberta Health Care Insurance Plan.**

Dental Care

- Basic services at 100% no maximum
- Major services at **50% - \$1,500./year maximum**
- Orthodontic services at **50% - \$1,500./year maximum**
(dependents under age twenty (20) only.

(D) Each employee and each employee's eligible dependents, if any, shall be fully covered by the benefits hereinabove set forth on the day such employee becomes eligible (the first day of the calendar month following a three (3) month waiting period) and shall continue to be fully covered while in the employ of the employer. In the event of any employee covered by the benefits set forth in this section 14 being off work because of illness or injury, such benefits, including dependent's benefits, will be continued in full force and effect for the duration of such illness or injury as long he has paid his contribution and such employee retains his seniority in accordance with the provisions of this Agreement. In the event of an employee being laid off, the benefits provided shall be continued for one (1) calendar month following the month in which the layoff occurs as long as he has paid his contribution, unless the employee obtains other employment, is recalled or does not maintain his membership with the Union, as provided for elsewhere in this Agreement. In the event of an employee previously covered by the benefits provided for in the section being laid off and subsequently recalled to work within one (1) year from the date of such lay off, such employee shall be fully covered by the benefits set forth in this section including dependent's benefits, on the first day of the calendar month following such employee's return to work.

(E) The employer agrees to assist its employees in filing all claims for benefits provided for in this section and shall act as the employee's agent without cost to the employee, with respect to obtaining prompt and proper settlement of all claims.

[Section 4, cont'd]

(F) Each employee shall be furnished by the employer with a copy of a booklet containing the benefits hereinabove set forth.

(G) The benefits provided for in this section shall be paid for on the following basis; the employer shall pay sixty-six and two thirds percent (66 2/3%) of the cost and the employee shall pay thirty-three and one third percent (33 1/3%) of the cost.

(H) An R.R.S.P. plan will be available to each employee on a voluntary basis. After having completed a three (3) month waiting period of continuous employment, sixty-eight cents (68¢) per hour worked by the employee, plus a matching contribution of sixty-eight cents (68¢) per hour from the employer will be remitted on behalf of the participating employee. The employee may choose to contribute additional funds to the plan but the employer's portion shall remain at sixty-eight cents (68¢). The employer's contribution to R.R.S.P. plan will be discontinued should the "employee" take contributions prior to retirement.

SECTION 15. ERECTION AND FIELD FABRICATION

No employee covered by this Agreement will be permitted to work on field fabrication, installation or erection work coming within the jurisdiction of an outside Local Union of the International unless granted written permission by the Business Agent or Secretary of the outside Local Union in the jurisdiction in which the work is to be performed. When such written permission has been obtained, the employee concerned shall receive the hourly wage rate and working conditions applicable to such work.

SECTION 16. APPRENTICES

The provisions of this Agreement shall be applicable to apprentices if any are employed by the Company. However, apprentices (with the exception of apprentice welders/fitters covered by the provisions of the Apprenticeship Act and the Welding Act of the Province of Alberta) shall not be employed except in accordance with the "Standards of Apprenticeship" approved by the Company, the Union and the International.

SECTION 17.

SENIORITY

(A) New employees, including employees who are rehired after a break in continuity of service with the Company, as hereinafter provided for in this section, shall, for the purpose of administering the provisions of subsection (C) below, be regarded as probationary employees for an aggregate total of six (6) months from the first date of employment, or from the first day of re-employment after a break in continuity of service with the Company, as the case may be. During the aforementioned probationary period, employees may be discharged or may be laid off without reference to length of service and, in either event, the Company shall be under no obligation to re-employ such person. Upon completion of the aforementioned probationary period, employees shall have a plant wide seniority in accordance with their length of continuous service from date of hiring. Layoffs due to lack of work, injury, or illness of the employee, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act of fault of the employee, shall not constitute interruption of continuous service, as the term "continuous service" is used in this section, and the employee's seniority status shall not be affected by such interruptions; provided however, the continuous service of an employee and his seniority status based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing determine otherwise:

1. Absence from work without leave as hereinafter provided for in this Agreement, or Without notifying the Company for three (3) consecutive workdays, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.
2. Failure to report to work or return to work, when laid off in accordance with the following: Any employee who is laid off shall keep the Company advised in writing of his current address, and the Company shall notify such employee, in writing, addressed to such address, when an opening is available for him in line with his seniority status. Such notice shall specify the date and hour to report for work, which shall not be less than five (5) working days, nor more than fifteen (15) working days after the mailing of such notice. A copy of such notice shall be given to the Chief Shop Steward within twenty-four (24) hours after the same is mailed. The employee shall reply by mail or telegram addressed to the Company, within four (4) working days after the receiving of such notice, whether he will report for work at the time stated.

[Section 17, cont'd]

3. Discharge of **an** employee for proper cause.
4. When **an** employee **resigns or quits**.
5. Failure **of** an employee to report to work and **return to work** following **the** conclusion of an approved **leave** of absence.
6. When an **employee has** not performed any work for the **Company** for twelve **(12) consecutive months** as a result of layoffs by the Company, **or** as a result of illness or injury, it being understood that, by mutual **agreement between** the Company and the Union, the aforementioned twelve (12) consecutive month **period** may **be** extended in **cases** of compensable illness and/or injury.

(B) The Company will advise the plant work force by notice on bulletin boards of vacancies **and/or** promotion opportunities. Where possible, such notice will be given three (3) days prior to the occurrence of such vacancy or opportunity, Applications **will be** accepted by the Company **and**, subject to relatively equal qualifications **and** ability to perform the work, preference will be **given to** the applicant with the most seniority. Duration of **trial period** will be established by the Company for such **openings**. Such trial **period** shall **be to a maximum of a three** (3) month **period**. Should an applicant **prove** unsuccessful in qualifying for the new opening, he **will be** returned to his former classification with no loss of seniority. Should the applicant **prove successful**, a pay **increase** will be provided in accordance with the established rates for the classification.

(C) In all cases of reduction of forces, **the employees affected** and the Chief Shop Steward and/or Department **Steward** shall be notified according to the following **schedule**.

- **1 week** if employed more than 3 months but less than 2 years
- **2 weeks, if employed 2 years or more**

When it becomes necessary **to** terminate the employment of the employee for reason of indefinite layoff or plant closure, the Company must give the employee written notice of termination of at least:

- 1 week, if employed **more** than 3 months **but** less than 2 years
- 2 weeks, if employed 2 years but less **than** 4 years
- 4 **weeks**, if employed **for 4 years but less** than 6 years
- 5 weeks, **if** employed 6 years but **less than** 8 years
- 6 weeks, if employed **8 years but** less than 10 years
- 8 weeks, if employed **over** 10 years, or
- the wages the employee **would** have earned **for** the applicable period of **notice**, or
- a combination of written **notice of** termination **and** the wages the employee would **have** earned for the applicable **period of** notice.

No notice of termination is required if the **employee** is employed **for 3** months **or less**.

Any employee not so notified shall **receive** his regular rate of pay **for any difference** between the **length** of notice **given** him and the requirements **provided for** above. The above **notice** shall not be required **with respect to** temporary **layoffs** because of lack of **work for** a period of **sixty (60)** days or less, **or** because of **breakdown of** machinery, failure of **power, water** or natural **gas** supply, fires or because of **discharge of** an employee **for proper cause**. in order to determine which **employee(s)**, the above notice shall be given **to, it is agreed that four (4) workdays** before notices are **to** be given, the Department Foreman, with the Department Steward, shall interview the employee(s), performing the **work** operation on which a reduction of force **is to be made** and shall ascertain during such interview if the employee(s), **involved** desire **to** exercise their seniority rights **by** accepting another work operation during such **period** of reduction in **forces**, but must **first have** the training, ability and **certificates** in place **to** perform the **work** operation in **question** or **accept the layoff**. The decision made by **each** employee **during such** interview shall be final and binding upon such employee. It is understood and agreed that the provisions of the **subsection (C)** shall not apply to probationary employees. **Any employee who is notified that he is to be laid off shall be expected to continue to render the Company his usual service.**

(Section 17, cont'd)

(D) The Company shall, within fifteen (15) days after the signing of this Agreement, furnish the Union, and post **on its** bulletin boards, a seniority schedule containing the name, **date of employment**, badge or clock number and classification **of each employee**. **Revised** schedules shall be furnished **to the Union by the Company and** copies thereof posted **by the Company on its** bulletin boards every three (3) months during the **term of this** Agreement. In order **to facilitate the proper administration of** this Agreement, the Chief **Shop Steward** shall be furnished, upon request, information concerning the employment date, classification, and **rate of pay of** any employee to whom this Agreement is applicable.

(E) Apprentices shall have the same plant **wide** seniority under **the provisions of this** section 17. However, apprentices shall be given preference **in accordance** with their **respective length of** continuous service with the **Company should** it **become necessary to layoff** an apprentice **to maintain** the proper **ratio of apprentices** as provided for in the Standard of Apprenticeship referred to in section 16 hereof.

SECTION 18.

LEAVES OF ABSENCE

(A) Leave of absence, without pay, shall be **granted by** the Company **to** an employee for reasonable cause, without prejudice to the employee's seniority or **other** rights. **Application for** leave **of** absence must be made **in writing to** a representative **of the Company** designated by it for **such purpose**, and **be** approved in writing **by such Company** representative, and a copy **thereof** given to the Chief Shop Steward for the **Union**. Generally, such leave **of absence will be** for a period **of** not more than thirty (30) days, **but may be** extended for reasonable cause **by mutual agreement between the Company and the Union**. Any employee elected **or** appointed **as** a **Union officer**, or **as a** delegate **to** any labour activity, necessitating a leave of absence, shall be granted such leave, without pay, for a period of **a single** term of office **or** three (3) years, whichever is the lesser, subject **to renewal at the end of such period at the** option **of the** Company. **Employees granted "leaves of absence" shall be** re-employed **by the Company at the end of such leave if work** is available in accordance **with** his accumulated seniority status. **Any employee who, while on leave of absence,** obtains employment with another employer without **having obtained prior permission**

[Section 18, cont'd]

to do so from the **Company** and the Union, shall be subject to discharge. The Chief Shop Steward shall receive a copy of the permission for the leave of absence within one (1) **workday of it king** issued to the employee. The Chief Shop Steward **or the** employee's Shop Steward shall **have his** copy **before** the leave of absence becomes effective.

(B) In the event of a death in the immediate family (**mother, father, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law**) of an employee, such employee shall be **permitted to take** such time off as may necessary. Such employee shall be paid for eight (8) hours at his regular straight-time hourly **rate** for each **workday so taken**, but not to **exceed** three (3) days pay if **so required to attend or** make arrangements for the funeral/memorial services. Such three (3) days or any part **thereof**, must be approved by Management **prior** to taking such **time off**.

(C) All negotiations for a **new Agreement or** amendments to this Agreement shall be conducted during **working** hours and the Company **agrees to pay not more than** one (1) member of the Union's Negotiating Committee their regular rate of pay for time **spent** in such negotiations. That the negotiating committee include **one** member from the day shift and **one** member from the night shift.

(D) Any employee who, by order of any Court, is required to **serve as** a juror or subpoenaed witness, shall, for each such **day, be** paid by the Company; the difference between the amount the employee receives for service as a **juror or subpoenaed witness** and the amount that **would have been paid to** such employee by the Company for eight (8) hours work at such employee's straight-time hourly rate, it being understood that **if** such employee is not **accepted** as a juror and is released by the Court from such service, the employee shall report to work for the **Company** as soon as **possible** if such release occurs during the hours of such employee's shift. Within twenty-four (**24**) hours after receipt of subpoena or summons, **same** shall be submitted by the employee to his immediate supervisor, which shall constitute proper notice that such employee **will be absent from work on the day(s) specified in such subpoena or** summons. It is the employee's responsibility to provide evidence **or service and amount of pay received**.

SECTION 19.

GRIEVANCE PROCEDURE

(A) A Chief Shop Steward and not more than one (1) per fifty (50) employees or one (1) per shift additional Shop Stewards shall be appointed by the Union from among its members employed by the employer.

(B) The Chief Shop Steward and one (1) additional Shop Steward shall constitute the Shop Committee. In the absence of the Chief Shop Steward, one (1) Shop Steward shall constitute the Shop Committee. Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided.

(C) Policy Grievance - Should a grievance or dispute arise between the employer and the Union in connection with the application, interpretation or alleged violation of any provision of this Collective Agreement, the complaining or aggrieved party shall serve notice thereof, in writing, on the other not later than five (5) workdays from the date the grievance or dispute occurred or comes to the attention of the complaining or aggrieved party; and within ten (10) working days immediately following receipt of such written notice, designated representative of the employer shall make an earnest effort to settle such grievance or dispute; and failing to do so, the matter shall, upon written notice of either party to the other, be submitted to arbitration in accordance with the arbitration provisions hereinafter set forth in this Collective Agreement, providing such written notice is given within fifteen (15) working days immediately following the aforementioned ten (10) workday period.

(D) Should a grievance or dispute arise between the employer and an employee, an earnest effort shall be made to settle such grievance or dispute in the following manner:

Step 1 The grievance shall be reduced to writing and shall be presented to the supervisor by the employee, accompanied by his Steward. After such discussion as is necessary, the supervisor shall, within two (2) days, state his decision to the employee and the Steward in writing.

Step 2 If no settlement is reached in Step 1, the written grievance shall be submitted to the Plant Manager within two (2) working days, who shall render his decision within three (3) working days in writing to the Chief Shop Steward, the Steward involved and the aggrieved employee.

step 3 If no settlement is reached at Step 2, the grievance committee may, by notice in writing, three (3) working days after receipt of the answer as required in Step 2, request the management for a meeting. The meeting will be between the Grievance Committee, the Business Agent for Local 805 and an Executive Committee of the employer. The employer shall notify the Grievance Committee as to the time and place of the meeting. This meeting will be held not later than five (5) working days after the request for same has been received by the employer.

(E) In the event that the grievance is not settled at the conclusion of the meeting, a written answer therefore shall be submitted within five (5) working days by the employer. If the answer is not satisfactory to the employee concerned and the Union Committee, the matter may be submitted to arbitration provided that such notice is given to the other party within fifteen (15) working days of the time of the receipt of the answer in Step 3.

(F) The time period in subsection (E) may be extended by mutual agreement. If the time limits are exceeded, the grievance will be considered as advanced to the next stage of the grievance procedure, including arbitration.

(G) The Shop Stewards provided for and mentioned in this section shall and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this Collective Agreement. They shall not have, or be deemed to have, any other authority to act for or bind the Union.

SEC. 20.

ARBITRATION

(A) Any difference or dispute between the **Company** and the Union, or between the **Company** and an **employee(s)**, relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been satisfactorily settled in accordance with the provisions of the preceding section of this Agreement shall, upon **request** of either party to this Agreement, be submitted to arbitration.

(B) When either party **requests** that any matter be submitted to arbitration as herein provided, it shall **make** such request in writing addressed to the other party to this Agreement, and at the same time, nominate an arbitrator. Within **five (5) days** thereafter, the other party shall nominate an **arbitrator**; provided, however, that if such party fails to nominate an arbitrator as herein requested, the **Minister** of Labour for the Province of **Alberta** shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. **The two (2) arbitrators** so nominated shall meet immediately and if **within three (3) days** they fail to settle the grievance, they shall **attempt to** select, by agreement, a Chairman of the Arbitration Board. If they are **unable** to agree on such chairman within a further period of **two (2) days**, they shall then **request** the Minister of Labour for the Province of **Alberta** to assist them in selecting an impartial Chairman, provided that the **Chairman shall** be selected from other than the **Civil Service** and shall be **chosen** having regard to his impartiality, **his qualifications** in interpreting collective bargaining agreements and his familiarity with industrial relations.

(C) No person may be appointed as an arbitrator who has **been** involved in an attempt to negotiate or settle the grievance.

(D) No **matter** may be submitted to arbitration which has not been properly carried through the proper steps of the **Grievance** Procedures set forth in section 19.

(E) The proceedings of the **Arbitration Board** will be expedited by the parties hereto, and the decision of the **majority of such Board** will be final upon the parties hereto and the **employee(s)** concerned,

[Section 20, cont'd]

(F) Each of the parties hereto will bear the expense of the arbitrator appointed to represent it, and the parties will jointly bear the expense, if any, of the Chairman of the Arbitration Board.

(G) The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties. The Board of Arbitration shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. However, the Board of Arbitration is hereby authorized and empowered to make its decision and award retroactive if, in its judgment, circumstances justify such an award. Any dispute between the parties as to the interpretation or construction to be placed upon the award as hereinabove provided for shall be submitted to the Chairman of the Board of Arbitration which made the award, who may thereupon construe and interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

SECTION 21.

STRIKES AND LOCKOUTS

The Company agrees that it will not cause or direct any lockout of this employees for the term of this Agreement. The Union agrees that neither it, nor its representatives, will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production, or interference with work in or about the Company's plant or premises. The Union further agrees that any employee, or employees, participating in, taking part in, instigating or assisting in instigating, any such strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production, or interference with work in or about the Company's plant or premises for the duration of the Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control.

SECTION 22.

PLANT VISITATION

An authorized representative of the Union shall be permitted to visit the **office** of the Company at all **reasonable hours and after informing a designated representative of the** Company the **purpose of** the visit, will be permitted to visit **the** Company's shop **during working** hours to investigate any **matter** covered by this Agreement, but **he shall** in no way **interfere** with **the progress of the work.**

SECTION 23.

BULLETIN BOARDS

Bulletin boards shall **be made** available by the Company for the **exclusive use of the** Union for the **posting of** Union notices **relating to** meetings, **appointments of** committees, election **of officers**, seniority schedules, dues, entertainment, **health and safety.**

SECTION 24.

SAFETY AND HEALTH

(A) The parties hereto recognize **the importance** of safety provisions in **the** plant for **the welfare of the employees and the protection of the** Company's **property.** The Company **agrees to make** reasonable provisions for the **safety and health** of its employees **during the hours** of their employment. **There shall be a permanent Safety Committee,** consisting of **not more than two (2) persons, who** shall be employees of the Company, selected by **the Union, and an equal number of persons** selected by the Company. This committee shall meet **regularly on** some one (1) **day of each month, to be agreed upon by the members of** the Committee, **to investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy conditions that may exist. These recommendations are to be submitted to the Company and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the Committee may call to its attention. A copy of the minutes of the Safety Committee meeting shall be sent to the Union's office and shall be posted on all the Company's bulletin boards.**

SECTION 25.

WORKPLACE PROVISIONS

(A) For each employee required to wear prescription glasses to perform his work, the Company will supply such employee with one (1) pair of prescription safety lenses per year at NO cost to the employee if said lenses are damaged by accident but not direct abuse; also must be approved by management prior to replacement for viewing of old lenses. Replacement costs will be a maximum of

\$40.00	regular lenses
\$80.00	bifocal lenses

as priced by a supplier pre-accepted by Waiward.

(B) The Company will supply each employee with gloves as often as required, at no cost to the employee, upon return of worn out gloves. The quality of such gloves shall be adequate for the work to be performed.

(C) The Company will supply each employee with a parking space equipped with an electrical outlet of sufficient capacity for a black heater, if such is available at time of hire, at no extra cost to employee as circumstances permit.

(D) Each employee will supply his own tools that are required for the normal performance of his duties. ("Appendix" Tool list attached). The Company will replace such tools which are worn out or damaged during the normal performance of his duties. Hand tools supplied by the Company will be deducted from the employee's first pay cheque.

(E) The Company will provide a clean enclosed area to be used for storage of clothing.

(F) The Company agrees to supply each employee with three (3) pair of coveralls as protective clothing and these must be worn at all times to perform their duties. Such coveralls will be supplied to each newly hired employee the first regular workday of the calendar month following thirty (30) calendar days from the date of hire. Recalled employees will be supplied the above coveralls the first regular workday of the month following the date of recall. During each of the above periods of time the employee will be required to supply for himself and wear coveralls of suitable quality.

(Section 25. cont'd)

(G) Shop rules as per attached list.

(H) A social fund will be set up whereby each employee shall contribute \$1 per month, effective November 1, 1995. Such amount may be adjusted from time to time by mutual agreement. These funds shall be administered in the same manner as those of the office social fund, but shall be accounted for separately.

SECTION 26.

SAVING CLAUSE

It is assumed by the parties hereto that each provision of the Agreement is in conformity with all applicable laws of Canada and the Province of Alberta. Should it later be determined that it would be a violation of any legally effective Order or Statute to comply with any provisions of this Agreement, the parties hereto agree to renegotiate such provision, or provisions, of the Agreement for the purpose of making them conform to such Order or Statute, and the other provisions of the Agreement shall not be affected thereby.

SECTION 27.

INTERIM AMENDMENT

This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under section 26, and upon receipt thereof, the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment. The giving of such written Request for Interim Amendment shall in no way affect or result in a termination or expiration of the Agreement or prevent or obstruct any continuation or renewal thereof.

It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this section 26, such disagreement shall not be reviewable under the grievance procedure set forth in section 19, nor arbitrable under the arbitration provisions and procedures set forth in section 20 of this Agreement.

SECTION 28.

TERM OF AGREEMENT



This Agreement and any amendments thereto, shall continue in effect until midnight of May 31, 2000 and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other, in writing, by registered mail, within ninety (90) days immediately preceding such expiration date, of its desire to amend this Agreement. In the event a notice of a desire to amend this Agreement is given by either party as hereinabove provided, the parties shall meet within fifteen (15) days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating such amendment or a new Agreement.

If pursuant to such negotiations, a new Agreement or a renewal of this Agreement is not reached prior to the current expiration date, the terms and conditions set forth in this Agreement and/or any amendments thereto, shall continue in effect without change until a new Agreement is agreed upon or until fourteen (14) days after the date upon which a vote is held under the provisions of the Alberta Labour Act on the acceptance or rejection of a recommendation by the Conciliation Commissioner or of an Award of a Conciliation Board, whichever shall first occur.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first written, in the City of Edmonton, the Province of Alberta.

FOR Shopmen's Local Union No. 805 of
the International Association of
Bridge, Structural, Ornamental and
Reinforcing Iron Workers

FOR Waiward Steel Fabricators Ltd.

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BY: _____

(Name of Person Authorized to sign)

BY: Pat Yancee
(Recording Secretary)

(Name of Person Authorized to sign)