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Agreement

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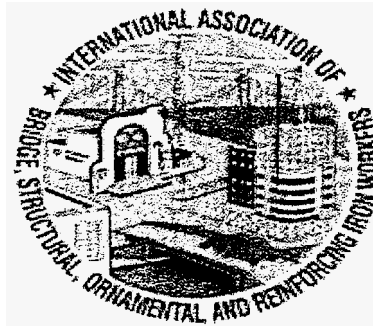


**Waiward**

**Steel Fabricators Ltd.**

**Waiward Steel Fabricators Ltd.  
Edmonton, Alberta**

and



**Shopmen's Local Union No. 805  
of the  
International Association of Bridge,  
Structural, Ornamental and Reinforcing Iron Workers  
(Affiliated with the AFL-CIO, CLC)**

**June 1, 2008  
to  
May 31, 2011**

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## Table of Contents

	Important Definitions	1
Section 1:	Purpose of Agreement	1
Section 1.2:	The Company's Mission	1
Section 1.3:	Ironworkers' Standards of Excellence	2
Section 1.4:	The Company's Values	3
Section 2:	Employee Classifications and Hourly Base Pay Rates	4
Section 3:	Employee Quarterly Production, Quality, and Safety Performance Pay Program	6
Section 4:	Employee Registered Retirement Savings Program (RRSP)	10
Section 5:	Vacation Pay	11
Section 6:	Employee Benefits	12
Section 7:	Overtime	15
Section 8:	Statutory Holidays	16
Section 9:	Employee Perquisites	17
Section 10:	Pay	18
Section 11:	Work Schedules	19
Section 12:	Safety	20
Section 13:	The Bargaining Unit	21
Section 14:	International's Role in Agreement	21
Section 15:	Union Recognition	21
Section 16:	Employee Recognition	21
Section 17:	Interim Amendment	22
Section 18:	Union Membership	22
Section 19:	Union Dues, Initiation Fees, and Reinstatement Fees	23
Section 20:	Seniority and Layoffs	23
Section 21:	Leaves of Absence	26
Section 22:	Grievances	27
Section 23:	Arbitration	29
Section 24:	Employee Discipline and Shop Rules and Regulations	31
Section 25:	Strikes and Lockouts	31
Section 26:	Plant Visitation	32
Section 27:	Agreement	33
Appendix A:	Employee Quarterly Integrity Pay Program	34

## **Important Definitions:**

Throughout this document, the following definitions hold:

**The Union:** The Union is 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.I.C.)

**The Company:** The Company is Waiward Steel Fabricators Ltd.

**Employee:** An Employee is employed by the Company and is a part of the Union bargaining unit at the Company.

**The Agreement:** The Agreement is this Collective Bargaining Agreement between the Company and the Union for the period June 1, 2008 to May 31, 2011.

## Section 1: Purpose of Agreement

1.1: The purpose of this Agreement is to create a work environment that allows the Employees, the Union, and the Company to be successful while acting in accordance with the terms and conditions of this Agreement. In order for these three symbiotic groups to succeed, all must work toward achieving this purpose, while embodying the Ironworker's Standards of Excellence and the Company's Values, and reaching for the Company's Mission.

### 1.2: The Company's Mission

It is our mission to continue to display all of the leadership qualities that make us the leading structural steel company in Western Canada. The heart of our mission, or quality policy, is captured in one word:

## LEADERSHIP

Every activity we are engaged in is encompassed by this word. Leadership describes our position in the structural steel industry, all of our employees, our programs, and our commitment to customer satisfaction.

**Employee Leadership:** Fair compensation, career development training, and advancement opportunities are cornerstones of our ability to find, develop, and retain successful employees. The combined dedication and technological skill of our employees play the largest role in maintaining the leading position we have earned in the structural steel industry,

**Safety and Environmental Leadership:** Our goal is to provide a workplace that protects each employee, the environment, and the customer's and our property. We recognize the importance of a strong safety program to the overall company philosophy. Our expectation for excellence in safety and environmental responsibilities requires 100% participation by employees at all levels; both at the workplace and away from the work. By providing proper equipment and continuous safety training under the direction of a full-time safety manager, we continue to lead the industry in achieving an accident-free workplace.

**Quality Leadership:** A main element of our leadership mission is to continuously provide our customers with a product that we, as customers, would be eager to purchase. We Have been ISO-9001 registered since 1996 and continue to push beyond the minimum requirements of this standard in order to provide our customers world class quality,

**Production Leadership:** We operate state-of-the-art equipment for detailing and fabricating structural steel. When this impressive technology is combined with our dedicated and skilled employees and innovative construction practices, the result is leadership in structural steel production.

**Industry Leadership:** We continue to lead through active involvement in trade organizations, technical societies, standards and specifications groups, and through support of university research and education.

**Family Leadership:** We believe healthy families are an integral component of the past and current successes of the company. We offer a comprehensive benefit package that includes the needs of all employees and their families. In addition, we offer an employee and family assistance program that provides confidential and professional assistance to individuals, helping them deal with and overcome personal difficulties.

**Community Leadership:** We believe strongly in supporting our community and people in need by supporting selected charities.

### 1.3: **Ironworkers' Standards of Excellence**

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive and safest craft in the Building Trades.

As Union Ironworkers, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreement, and display the professionalism expected of our trade **and** Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our training and skills, each and every day, to produce the highest quality work worthy of our name and consistent with the Collective Bargaining Agreement.

As an Ironworker Member, I agree to:

- 1 Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times: as well **as** lunch and break times.
- 2 Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that affect our good name.
- 3 Respect the Customer's and the Employer's rights, property and tools **as** I do my own.
- 4 Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.
- 5 Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.
- 6 Do my best to work in a manner consistent with the quality, productivity and safety of every task that I **am** assigned.
- 7 Do my best to help every co-worker return home safe at the conclusion of every shift.

The Ironworker's Standards of Excellence will increase the pride, the productivity and the craftsmanship of every Ironworker throughout North America. This commitment will improve work place conditions, increase work opportunities, and help maintain our wages, benefits and standards of living. In addition, the Standards of Excellence will help our signatory Employers complete their projects on time, on budget with no injuries or accidents.

## **1.4: The Company's Values**

### **Our People**

We respect and care for our people. Through training, mentorship, and encouragement we help our people on their journey by providing support and resources to achieve their goals.

### **Integrity**

We are ethical, honest, reliable, and accountable. We exhibit integrity when dealing with customers, suppliers, colleagues, family, **and** friends. We deserve trust, respect, and loyalty because that is how we treat others.

### **Balance**

We value hard work, dedication, family and personal time. We encourage balance and consider it essential to the well being of our people and their families.

### **Social Responsibility**

We value the footprint we leave on society. We are concerned about the impact our operations have on the community and world we live in. We are committed to share our resources to improve our community and promote environmental responsibility.

### **Partnerships**

The partnerships we have developed with colleagues, customers and suppliers are essential to our success. We will continue to strengthen these relationships and build new partnerships to ensure our future.

Specifically, the Employees, the Union, and the Company recognize the importance of continuing to strengthen their long-standing partnership in order for each to achieve success.

## Section 2: Employee Classifications and Hourly Base Pay Rates

Category	Classification	Hourly		
		June 1 2008	June 1 2009	June 1 2010
		5%	5%	5%
1	Lead Hand 1, Fitting or Welding Team Leader	\$32.45	\$34.07	\$35.77
2	Journeyman Fitter 1	\$29.76	\$31.24	\$32.81
3	Journeyman Welder 1, CNC/PC-Based Operator 1	\$28.56	\$29.99	\$31.49
4	Lead Hand 2, Journeyman Fitter 2 or Welder 2, Journeyman Maintenance, CNC/PC-Based Operator 2	\$27.04	\$28.39	\$29.81
5	Spray Painter, CNC/PC-Based Operator 3, Shipper 1, Yard Man 1, Descaling Equipment Operator	\$24.53	\$25.75	\$27.04
6	Yard Man 2, Shipper 2, Trades Helper, CNC/PC-Based Operator 4, Crane Operator Level 1, Truck Driver:			
	First 3 Months	\$21.00	\$22.05	\$23.15
	After 3 Months	\$22.07	\$23.17	\$24.33
7	General Helper First 3 Months	\$15.26	\$16.02	\$16.82
	General Helper After 3 Months	\$16.54	\$17.36	\$18.23
	General Helper After 6 Months, Crane Operator Level 4, Shipper 4	\$17.17	\$18.03	\$18.93
	General Helper After 1 Year, Crane Operator Level 3	\$18.45	\$19.37	\$20.34
	General Helper After 1.5 Years, Crane Operator Level 2, Shipper 3	\$19.72	\$20.70	\$21.74
	General Helper After 2 Years promoted to Trades Helper First 3 Months			
8	Apprentices:			
	1 <sup>st</sup> Year Apprentice: 70% of Journeyman 2	\$18.93	\$19.88	\$20.87
	2 <sup>nd</sup> Year Apprentice: 80% of Journeyman 2	\$21.63	\$22.71	\$23.85
		\$24.34	\$25.56	\$26.83

2.1: If an apprentice's combined school and provincial grade average is 85% or higher, for their trade, the apprentice shall receive an additional 3.0% on the above Hourly Base Pay Rates.

2.2: Once an Employee has completed the Apprenticeship Program and is certified as a Journeyman, the Employee shall be reclassified and paid as a Journeyman Fitter 2, Journeyman Welder 2, or Spray Painter.

2.3: If a non-probationary Employee, while employed by the Company, successfully completes the Red Seal Exam and is classified as a Journeyman **Red Seal** in their trade, the Company will pay that Employee a one time reward of \$500.00.

2.4: No Employee's Hourly Base Pay Rate shall be reduced **as** a result of being reclassified as an apprentice. However: where appropriate, the Company may freeze the Employee's Hourly Base Pay Rate until it is in line with their new classification.

2.5: Employees working on the Night Shift shall receive a premium of \$1.50 ~~per~~ hour in addition to their wages for all hours actually worked on such a shift only. ✓

2.6: The Hourly Base Pay Rates in this Agreement are straight-timehourly rates. Nothing contained in this Agreement requires the Company to grant, or prohibits the Company from granting, a premium Hourly Base Pay Rate in excess of those specified in this Agreement, for length of service or other reason. Conditions to such premium Hourly Base Pay Rates are as determined by the Company.





### **Section 3: Employee Quarterly Production, Quality, and Safety Performance Pay Program**

3.1: The Shop Operations Manager will prepare a Quarterly Shop Operations Report on or before the following dates:

- The second Friday in April (for Quarter 4, January 1 – March 31)
- The second Friday in July (for Quarter 1, April 1 – June 30)
- The second Friday in October (for Quarter 2, July 1 – September 30)
- The second Friday in January (for Quarter 3, October 1 – December 31)

The Shop Operations Manager will, before releasing the Quarterly Shop Operations Report, complete a review of the Quarterly Shop Operations Report with the Foremen and one Employee Representative.

3.2: The Quarterly Shop operations Report will contain specific quantitative and qualitative information regarding shop production, quality, safety, and labour relations. This report is the sole information source that will be employed by Payroll in determining what Quarterly Performance Pay will be. This report will be available to all Employees (through Shop Committee Members) and to management. However, copies distributed to the Shop Committee will not have personal information on it.

3.3: Any Quarterly Performance Pay owing will be paid to the applicable and currently employed Employees no later than two pay periods following the submission date of the Quarterly Shop Operations Report, in accordance with the above-noted schedule.

**3.4: The Quarterly Performance Pay Program is established with the following policies:**

#### **3.4.1 Definitions:**

Shop Production Team: All Shop Production Employees.

Shop Production Crew: A Shop Production Crew is a subset group of the Shop Production Team that is tightly bound together by the kind of work they complete with efficient production, effective quality, sound safety, and mindful of the purpose of this Agreement. Specifically, a Shop Production Crew is, on the whole, an internal customer that receives another Shop Production Crew's completed work, and then becomes an internal supplier to the next Shop Production Crew that receives their completed work. In this manner, the required Shop Production Work is completed and the external customer receives an excellent product.



3.4.2: The Shop Production Team is divided into the following Shop Production Crews:

Crew 1	Yard Employees reporting to the Yard Lead Hand (Both Shifts)
Crew 2	Shop Detail, and Employees reporting to the Shop Detail Foremen (Both Shifts)
Crew 3	Shop A and B Fitters and Employees reporting to Shop A and B Fitting Foremen (Both Shifts)
Crew 4	Shop C Fitters and Employees reporting to Shop C Fitting Foremen (Both Shifts)
Crew 5	Shop D Employees reporting to Shop D Lead Hands (Both Shifts)
Crew 6	Shop C Welders and Employees reporting to the Welding Foremen and Lead Hand (Both Shifts)
Crew 7	Shop A and B Welders and Employees reporting to the Welding Foremen and Lead Hand (Both Shifts)
Crew 8	Paint Shop Employees reporting to the Paint Shop Foreman (Both Shifts)
Crew 9	Shipping Employees reporting to the Shipping Manager and the Shipping Lead Hand (Both Shifts)
Crew 10	Shop E Employees reporting to the Shop E Foreman and Shop E Lead Hand (Both Shifts)
Crew 11	General Foremen, Maintenance, Tool Crib (Both Shifts)

3.4.3: **Production:** In order for any Employee to receive any Performance Pay from the Quarterly Performance Pay Program, the Quarterly Production Goal must be met to activate the program. The Quarterly Production Goal is: the total traceable shop hours consumed by billable Employees on the Shop Production Team for the quarter must be equal to or less than 97% of the total traceable estimated shop hours for that quarter.

3.4.3.1: In order for any new Employee to be eligible for any Quarterly Performance Pay, that Employee must have been employed with the Company for at least two months in that quarter.

- Quarter 1: You must be employed no later than May 1
- Quarter 2: You must be employed no later than August 1
- Quarter 3: You must be employed no later than November 1
- Quarter 4: You must be employed no later than February 1

3.4.3.2: Any Employee found to be knowingly falsifying information on a Time Card submitted for wages will be subject to discipline up to and including termination of employment.

3.4.4: **Quality:** Once the terms of Section 3.4.3 are met a Shop Production Crew (Crew) and its Employees are eligible for the Quarterly Quality Performance Pay, with the following exceptions:

3.4.4.1: **Any** Crew responsible for a single Nonconformance that results in a Quality Cost of \$100 or more, but less than \$1,000 will have that Nonconformance and Quality Cost applied to reducing that Crew's overall Quarterly Performance Pay.

3.4.4.2: Any single Nonconformance that results in a Quality Cost of \$1,000 or more will be applied to reducing the Shop Production Team's overall Quarterly Performance Pay.

3.4.4.3: Any Employee found to be falsifying, destroying, or discarding official Quality Records in any way will be subject to discipline **up to** and including termination of employment.

3.4.4.4: If an NCR is discovered, reported, and corrected by members of the Shop Production Team before the nonconforming product has been shipped to site, the costs associated with shop hours allocated to the NCR by Shop Production Team Members will not be added to the quality costs for the NCR.

3.4.5: **Safety:** Once the terms of Section 3.4.3 are met a Crew and its Employees are eligible for the Quarterly Safety Performance Pay, with the following exceptions:

3.4.5.1: A Lost Time Injury in any quarter will be applied to reducing the Shop Production Team's overall Quarterly Performance Pay. **The** weighting of the Safety Cost applied to reduce the Shop Production Team's overall Quarterly Performance Pay will be equal to the average Total Available Quarterly Performance Pay for a Crew within the Shop Production Team.

3.4.5.2: A Medical Aid in any quarter will be applied to reducing the Shop Production Team's overall Quarterly Performance Pay. The weighting of the Safety Cost applied to reduce the Shop Production Team's overall Quarterly Performance Pay will be equal to the average Total Available Quarterly Safety Performance Pay for a Crew within the Shop Production Team.

The cost impact of a Medical Aid applied to reduce the Quarterly Performance Pay, may be lessened or eliminated, if the Shop Operations Manager decides sufficient mitigating circumstances exist.

3.4.5.3: Any Crew responsible for a single Equipment Damage Cost of \$100 or more, but less than \$1,000 will have that Equipment Damage Cost applied to reducing that Crew's overall Quarterly Performance Pay.

3.4.5.4: Any single Equipment Damage Cost of \$1,000 or more will be applied to reducing the Shop Production Team's overall Quarterly Performance Pay.

3.4.5.5: Any Employee or Employees found to be involved in knowingly not reporting a Safety Incident in a timely manner or falsifying any information forwarded during a safety investigation will be subject to discipline up to and including termination of employment.

### 3.5: **Calculating Your Quarterly Performance Pay:**

3.5.1: A Shop Employee's Total Available Quarterly Production, Quality, and Safety Performance Pay is:

Hourly Base Pay Rate x 2080 straight time hours per year = Quarterly Performance Pay  
4 Quarters per year

Then, Quarterly Performance Pay is multiplied by:

- 2% if the Shop Production Efficiency for the Quarter is 97%
- 3% if the Shop Production Efficiency for the Quarter is 96%
- 5% if the Shop Production Efficiency for the Quarter is 95%
- 5.5% if the Shop Production Efficiency for the Quarter is 92.5%
- 6% if the Shop Production Efficiency for the Quarter is 90%
- 6.5% if the Shop Production Efficiency for the Quarter is 87.5%
- 7% if the Shop Production Efficiency for the Quarter is 85%
- 7.5% if the Shop Production Efficiency for the Quarter is 82.5%
- 8% if the Shop Production Efficiency for the Quarter is 80%

which, equals Total Available Quarterly Performance Pay.

The Total Available Quarterly Performance Pay is divided into three equal portions for Production, Quality, and Safety performance.

Shop Production Efficiency =  $\frac{\text{total traceable allocated shop hours for shipped steel}}{\text{total traceable estimated shop hours for shipped steel}} \times 100\%$

A Crew's Total Available Quarterly Performance Pay is calculated by summing all the individual Crew Member's Available Quarterly Production, Quality, and Safety Performance Pay.

### 3.5.2: Deductions from the Total Available Quarterly Performance Pay:

**Discipline:** If a Shop Employee receives any formal discipline within any quarter, that Employee may not be eligible for the Production, Quality, and or Safety Quarterly Performance Pay within that quarter.

**Cost Percentage:** Once a Crew's Total Available Quarterly Performance Pay is calculated, the Cost Percentage is calculated. The Cost Percentage is the sum of the following:

- The Crew's Quality Costs (from Nonconformances with \$100 or more, but less than \$1000 in Quality Costs) and Equipment Damage Costs (from Equipment Damage Costs of \$100 or more, but less than \$1,000) as a percentage of the Crew's Total Available Quarterly Performance Pay.
- The Shop Production Team's Quality Costs (from Nonconformances with \$1,000 or more in Quality Costs), Safety Costs, and Equipment Costs (from single Equipment Damage Costs of \$1,000 or more) as a percentage of the Shop Production Team's Total Available Performance Pay.

3.5.3: Quarterly Performance Pay Owing: **An** individual Shop Employee's actual Quarterly Performance Pay Owing is calculated in the following manner:

**Total Available Quarterly Performance Pay – Discipline Deductions = Remaining Pay**

**Remaining Pay – (Remaining Pay x Cost Percentage) = Quarterly Performance Pay Owing**

**Quarterly Performance Pay Owing is the amount the Employee will be paid.**

3.6: The Quarterly Production, Quality, and Safety Performance Pay Program conditions will be reviewed, updated, and amended from time-to-time based on experience and feedback through its operation, in accordance with Section 17 of this Agreement.

#### **Section 4: Employee Registered Retirement Savings Program (RRSP)**

*adjusted taxes to same as office on ER portion.*

**4.1:** The Company will provide for each participating Employee, an Employee RRSP, with a minimum of four companies to submit pre-tax contributions through and or to.

**4.2:** After having completed a three month waiting period of continuous employment, \$0.70 per hour worked by the Employee, plus a matching contribution of \$1.00 per hour from the Company will be remitted on behalf of the participating Employee.

**4.3:** The Employee may choose to contribute additional funds to the plan but the Company's portion shall remain at \$1.00.

**4.4:** The Company's contribution to the RRSP will be discontinued should the Employee remove any contributions from the RRSP prior to retirement for any reason other than a federally accepted program (i.e. first time home buyer program).

## Section 5: Vacation Pay

5.1: Each Employee shall choose one of the two following options, no more than once per year:

- The Employee may choose to receive their vacation pay as part of their regular bi-weekly pay, or;
- The Employee may choose to receive their vacation pay on specific dates coinciding with pay periods during planned vacations. For this option, the Employee must inform the Company, at least two weeks in advance, in writing, utilizing the appropriate form, of the pay period the vacation pay is to be paid, and the amount of the Employee's accrued vacation pay to be paid in that pay period.

5.2: All Employees of the Company shall be granted a vacation in accordance with the following provisions:

5.2.1: Employees with less than one year of service shall be entitled to receive 8 work days (two weeks) of vacation. The Employees are entitled to vacation pay equal to four percent of their total earnings in accordance with Section 5.1.

5.2.2: Employees with one year but less than three years of service shall be entitled to receive 8 work days (two weeks) of vacation. The Employees are entitled to vacation pay equal to five percent of their total earnings in accordance with Section 5.1.

5.2.3: Employees with three years but less than seven years of service shall be entitled to receive 12 work days (three weeks) of vacation. The Employees are entitled to vacation pay equal to seven percent of their total earnings in accordance with Section 5.1.

5.2.4: Employees with seven years of service or more shall be entitled to receive 16 work days (four weeks) of vacation. The Employees are entitled to vacation pay equal to nine percent of their total earnings in accordance with Section 5.1.

5.3: Periods of vacation may be granted by the Company not less than one week at a time unless, for special circumstances, the Company agrees otherwise.

**5.4:** In computing an Employee's total earnings, all overtime earnings, shift differential, and holiday pay paid by the Company shall be included in total earnings. The Company's Performance Pay and Integrity Pay Program shall not be considered in an Employee's total earnings.

**5.5:** 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 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 31<sup>st</sup> of each year, of the vacation period most desired. The Company shall notify the Employee by April 30<sup>th</sup> of each year, of the vacation period allotted to the Employee.

However, the Company shall give six months advance notice to provide a two week shut down period, If the Company implements a two week shut down, all Employees designated by the Company shall take two weeks of vacation during this time. The balance of any Employee's vacations will still be granted as per the notification provisions in Section 5.

**5.6:** If an Employee is absent due to confirmed illness on the day before the Employee's vacation is to start the Employee may request another vacation period.

## **Section 6: Employee Benefits**

**6.1:** The Company agrees to obtain from an insurance company (Benefit Carrier), authorized to operate in the Province of Alberta, and the Alberta Health Care Insurance Commission, group insurance protection for each Employee, which **will** provide each Employee with the benefits as documented in Section 6.3 below and in the benefits package.

**6.2:** The Company also agrees to obtain for the spouse (and unmarried children under 22 years of age, or 25 years of age if a full-time student in a post secondary institution) of each of its Employees, the schedule of Dependent's Benefits in Section 6.3 below. The benefits shall be obtained from the Benefits Carriers providing the benefits referred to in Section 6.1 above.

### **6.3: Employee Benefits**

**6.3.1: Life Insurance** - ✓ \$100,000. - Payable to a designated beneficiary in the event of the death of the Insured from any cause. Benefits reduced 50% ✓ at age sixty-five (65) and terminate at age seventy (70). ✓

**6.3.2: Accidental Death & Dismemberment** - A maximum of \$100,000. 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 by 50% at age sixty-five (65) and terminate at age seventy (70). ✓

**6.3.3: Long Term Disability** - 60% ✓ of the regular monthly earnings, to a maximum of \$2600, ✓ will be payable in the event of total disability, resulting from an occurrence during the period of employment with the Company. Benefits commence after a 26 week ✓ waiting period and are payable to a maximum of age 65, ✓ recovery or death. This benefit covers sickness and non-occupational accidents only. **An** Employee that qualifies for modified work duties, within the Employee's abilities, may be required by the Company to report to work.

6.3.4: **Weekly Sick or Accident Benefits (Weekly Indemnity)** - 60% of the regular weekly earnings is payable in the event of total disability resulting from an accident or sickness, as a result of an occurrence during the period of employment with the Company. Benefits are payable on the eighth day for disabilities as the result of sickness or accident, excepting if the claimant is hospitalized for more than one day, in which case benefits would be payable from the first day of hospitalization. The maximum payable is \$650 per week for 26 weeks and benefits terminate at age 65. An Employee that qualifies for modified work duties, within the Employee's abilities, may be required by the Company to report to work.

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

6.3.6: **Optional Life Insurance** - Increments of \$10,000. to \$200,000. are available to Employees and spouses. Amounts are payable as a result of death from any cause though a two year suicide restriction is included.

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

Coverage also includes:

- Semi private hospital room ✓
- Paramedicals to \$600.00 per year per specialty
- Private duty nursing to \$10,000.00 per year ✓
- Hearing aids to \$550.00 per 24 months
- Unlimited out of country emergency maximum ✓
- \$50,000.00 out of country referral maximum
- 100% coverage of all prescription drugs, supplies and hospital services ✓
- No over-the-counter drugs covered ✓

Coverage to age 70 though overall maximum is limited to \$15,000 per person over age 65.

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

6.3.9: **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 20 only)



**6.4:** Each Employee and each Employee's eligible dependents, if any, shall be fully covered by the benefits documented in this Agreement on the day the Employee becomes eligible (the first day of the calendar month following a three month waiting period) and shall continue to be fully covered while employed by the Company.

calendar month following the month in which the layoff occurs as long as the Employee has paid the required one third contribution, unless the Employee obtains other employment, is recalled or does not maintain membership in good standing with the Union.

6.5: The Company agrees to assist 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.

6.6: The Company shall provide each Employee a copy of a booklet containing the benefits in accordance with Section 6 of this Agreement.

6.7: The Company shall pay 2/3 of the cost and the Employee shall pay 1/3 of the cost of the benefits provided for in Section 6 of this Agreement.

6.8: An Employee off work due to incident, illness, or injury is entitled to initiate a claim and to receive money in accordance with Section 6 of this Agreement.

6.9: An Employee is also entitled to be covered for being off work due to incident, illness, or injury by personally sourcing and purchasing additional personal insurance, in accordance with the laws applicable in Alberta. The Company will not be involved in this additional insurance and will not be responsible for this additional insurance in any way. The Employee must inform the Benefit Carrier and the new source of additional personal coverage of each benefit plan because not all additional insurance policies will be compatible.

6.10: If an Employee, off work due to incident, illness, or injury receives a total combination of money in excess of the Employee's straight time Hourly Base Pay Rate wages, by way of claim through the benefits provided in Section 6 of this Agreement, and any additional sources of insurance, that Employee shall reimburse the Company for the money received in excess of the Employee's straight time Hourly Base Pay Rate wages.



6.11: If the Employee does not comply with Section 6.10, the Company may terminate the Employee's employment immediately.

## **Section 7: Overtime**

7.1: All work done by an Employee before or after the regular shift and all work done in excess of the regular workday in the Employee's regular workweek shall be considered overtime work and shall be paid for at 1.5 times such Employee's current Hourly Base Pay Rate. If an Employee's regularly scheduled working hours on any day are changed by mutual agreement between the Employee and the Company, (for example an employee requests or agrees to start early), overtime will apply only following a full ten hour shift.

7.2: All work done by an Employee during the next shift following the Employee's regular workweek shall be considered overtime work and shall be paid for at 1.5 times the Employee's Hourly Base Pay Rate for the first eight hours. All subsequent hours worked on this shift shall be paid for at two times the Employee's Hourly Base Pay Rate.

All work done by an Employee on a shift that comes after the next shift following the Employee's regular workweek shall be considered overtime work and shall be paid for at two times the Employee's Hourly Base Pay Rate.

7.2: All work done by an Employee on Sunday shall be considered overtime work and shall be paid for at two times the Employee's Hourly Base Pay Rate.

7.4: If an Employee misses work during the regular workweek for an unacceptable reason, that Employee will not be allowed to work overtime during the ensuing weekend. Examples of reasons for absenteeism, which would not disqualify an Employee from overtime work for the ensuing weekend are: funeral attendance (with proof), sick (with a physician's note excusing the employee from work), absent with permission from management, and management approved vacation.

7.5: In general, it is the Company's intention that overtime is not mandatory.

However, the Company reserves the right, in accordance with Employment Standards, when circumstances dictate the need, to implement scheduled and mandatory full overtime shifts where required (i.e. 3 overtime shifts per month).

## Section 8: Statutory Holidays

8.1: The following shall be recognized as holidays:

- January: New Year's Day
- February: Family Day
- e March/April: Good Friday
- May: Victoria Day
- e July: Canada Day
- e August: Civic Holiday
- e September: Labour Day
- e October: Thanksgiving Day
- e November: Remembrance Day
- e December: Christmas Eve, Christmas Day and Boxing Day.

The workday before or the workday after the holiday in question may be used as the replacement day for the holiday, by mutual written agreement between the Shop Committee and the Company, approximately 21 days before the actual holiday in question.

All work done on any of the foregoing holidays, or days observed as such, shall be paid for at the rate of two times the Employee's Hourly Base Pay Rate.

8.2: Each Employee shall be paid an amount that is equal to the regular straight time daily wage of the Employee, for the Employee's regular shift, for each of the holidays mentioned in Section 8 of this Agreement. An Employee must have worked 30 days for the Company to qualify.

8.3 in order to be eligible to receive pay for any of the above mentioned holidays, or days observed as such, not worked, 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.

An Employee is still eligible to receive pay for any of the above mentioned holidays, or days observed as such, not worked, if the Employee's failure to work for the Company on such day or days ~~was~~ due to one of the following:

- Absence because of being on paid vacation;
- Absence because of confirmed illness or injury that occurred or commenced on the holiday in question;
- Absence because of layoff by the Company commenced not more than 30 days immediately preceding the holiday in question;
- Absence because of death in the immediate family: mother, father, spouse (including recognized common-law relationship), child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, of an Employee;
- Absence because of a similar good cause authorized, directed or approved by the Company.

## Section 9: Employee Perquisites

**9.1: Prescription Safety Glasses:** For each non-probationary Employee required to wear prescription glasses at work, the Company will, upon receiving the relevant receipt, reimburse that Employee for purchasing one pair of prescription glasses per year to a maximum of \$200.00. The new glasses must be approved by the Company prior to purchasing and after the Company views the old glasses to ensure the replacement is not due to willful abuse or negligence.

expense forms Ana

**9.2: CSA Approved Work Boots:** The Company will, upon receiving the relevant receipt and visual proof of purchase, reimburse each non-probationary Employee for purchasing one pair of CSA approved work boots per year for a maximum of \$150.00.

**9.3: Annual Flu Shots:** The Company provides, at no charge to the Employee, an annual flu shot through an accredited healthcare organization.

**9.4: Annual Cardiovascular Disease-Diabetes Link Testing:** The Company provides, at no charge to the Employee, an annual Cardiovascular Disease-Diabetes Link Test. The Employee will be provided a confidential report detailing their personal results, The Employee will be given access to the report detailing the overall generic results of the testing.

**9.5: Work Gloves:** The Company provides each Employee with gloves 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.

**9.6: Employee Tool Replacement and Purchase:** Employees will supply their own required tools, of sufficient quality, for the normal performance of duties. (reference the Company's Tool List), The Company will replace such tools which have been worn out or damaged as a result of the normal performance of work.

The Employee may purchase available hand tools purchased by the Company and stocked in the tool crib. The purchase price will be deducted from the Employee's pay.

**9.7: Coveralls:** The Company agrees to supply each Employee with coveralls as protective clothing and these must be worn at all times to perform their duties. The Company agrees to pay for the cleaning of the coveralls, The normal utilization of these coveralls will allow for each Employee to use one pair of clean coveralls per week.

## Section 10: Pay

10.1: Employees shall be paid on a regular designated payday every two weeks by direct deposit. **An** Employee that is laid off or discharged will be paid any outstanding pay within four office working hours after the Employee's tool check list has been signed off by the Company. Such sign off shall occur not later than the regular quitting time of the Employee's last day worked. An Employee that quits will be paid on the next regular payday.

10.3: There shall be no piece or contract work done by the Employees.

10.3: Any Employee that is scheduled or required to and does report for work on any day and is not put to work for at least four hours shall be paid at the applicable rate for four hours actual work on that day. However, the Employee will not be owed wages in this case when the Company's failure to put the Employee to work is caused by non-operation of the Employee's work area, **as** a result of fire, Act of God, failure of **power** or major breakdown of equipment.

10.4: Any Employee, during the Employee's regular scheduled hours, injured at the Company's plant, sent to a doctor, and returning to work, shall receive the applicable hourly rate for such time lost.

If the Employee is admitted to a hospital or **is** instructed by the Company or the doctor to refrain from performing further work on the day the Employee is injured, the Employee shall receive the applicable hourly rate for such regular time lost on that day.

If the Employee goes to a doctor for treatment of the injury on any subsequent day the Employee performs work for the Company during the Employee's regular working hours, the Employee shall receive the applicable hourly rate for the regular time lost on that day. Confirmation of subsequent visits to the doctor must first be scheduled with the Company, at which time the Company has the right to send the Employee to the Company appointed doctor (Specialist).

## Section 11: Work Schedules:

11.1: Dayshift: A regular Dayshift is 10 consecutive paid hours worked, not including the Lunch Period, between 5:30 a.m. and 4:00 p.m. The regular work week is 40 hours, Monday through Thursday. The regular Dayshift schedule is as follows:

- **5:30 a.m. Start work at the Employee's Workstation**  
Employees that punch in Time Cards after 5:30 a.m. will be docked 15 minutes of pay, minimum, rounded to the next highest ¼ hour. Employees that are late shall proceed to their work station immediately.
- **8:00 a.m. to 8:15 a.m. Rest Period"**
- **10:30 a.m. to 11:00 a.m. Lunch Period\***
- **1:30 p.m. to 1:45 p.m. Rest Period"**
- **3:55 p.m. to 4:00 p.m. Clean-up Period**  
Employees shall remain working at their work station until 3:55 p.m. At 3:55 p.m., Employee's tools may be put away and Clean-up may commence.
- **4:00 p.m. End of Shift**

\* At the sound of the buzzer, Employees shall return directly to their work stations.

11.3: Nightshift: A regular Nightshift is ten consecutive paid hours worked, not including the Lunch Period, between 4:30 p.m. and 3:00 a.m. The regular work week is 40 hours, Monday through Thursday. The regular Nightshift schedule is as follows:

- **4:30 p.m. Start work at the Employee's Workstation**  
Employees that punch in Time Cards after 4:30 p.m. will be docked 15 minutes of **pay**, minimum, rounded to the next highest ¼ hour. Employees that are late shall proceed to their work station immediately.
- e **7:00 p.m. to 7:15 p.m. Rest Period"**
- **9:30 p.m. to 10:00 p.m. Lunch Period"**
- e **12:30 a.m. to 12:45 a.m. Rest Period"**
- **2:55 a.m. to 3:00 a.m. Clean-up Period**  
Employees shall remain working at their work station until 2:55 a.m. At 2:55 a.m., Employees' tools may be put away and Clean-up may commence.
- 3:00 a.m. End of Shift**

\* At the sound of the buzzer, Employees shall return directly to their work stations.

11.3: The Dayshift and Nightshift schedule in Section 11.1 and 11.2 will also apply to overtime days, unless mutually agreed otherwise for specific days.

11.4: The provisions of Section 11 describe the regular workday and the regular workweek and are not intended as a guarantee of hours of work per day or per week, or days of work per week, or when the workweek will start or finish. The start and finishing times of working hours and breaks on each shift may be changed by mutual agreement between the Company and the Union.

11.5: Section 11 does not prevent overtime work.

The Employees who regularly perform specific work operations during the regular work hours shall be given preference when overtime work is required on such operations.

If an Employee misses time during the regular workweek, for whatever reasons, it will be at the Company's discretion whether or not overtime work is made available to that Employee.

While Employees, that have acquired seniority status of six months or more of employment with the Company, are laid off there will not be any overtime work 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 days.

11.6: There shall be an additional paid ten minute rest period immediately prior to performing work in excess of ten hours on Day Shift or ten hours on Night ~~Shift~~ if overtime will exceed two hours in any day.

11.7: Employees hired for the Night Shift are hired for that shift only.

The Company will give an Employee at least one week notice in writing when that Employee's shift has been changed. No Employee shall be required to work on another shift unless such notice from the Company has been received.

## **Section 12: Safety**

12.1: The Employees, the Company, and the Union recognize the importance of safety and agree to make reasonable provisions for the safety and health of the Employees during working hours at the workplace.

There shall be a Safety Committee, consisting of not more than 5 Employees selected by the Shop Committee, and an equal number of Employees selected by the Company. This committee shall meet at least monthly, to investigate, discuss and submit recommendations to correct 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 Safety Committee may call to its attention.

## Section 13: The Bargaining Unit

13.1: This Agreement shall only be applicable to all Employees engaged in shop fabrication activities, including maintenance work, at the Company's shop or shops located in the Edmonton, Alberta region.

13.2: Persons employed in non-bargaining unit positions shall not complete work covered by positions included in the bargaining unit, except in the following instances:

- for purposes of instruction;
- when a bargaining unit Employee qualified and or certified to do the work in question is not available;
- for the purpose of experimenting when a bargaining unit Employee is present to observe or assist;
- in emergency situations.

## Section 14: International's Role in Agreement

14.1: The International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, the parent body of the Union, referred to as **the International** is not a **party** to this Agreement and assumes no responsibility or liability under this Agreement and shall have no rights against the Company if the Company is in breach of this Agreement. In addition, no member or employee of the International may participate in any process of this Agreement such as acting in any capacity at an Alberta Labour Board hearing or arbitration process, without prior written acceptance from the Company.

## Section 15: Union Recognition

15.1: The Company recognizes the Union as the representative and agent of the Employees for the purpose of collective bargaining the terms and conditions of this Agreement.

## Section 16: Employee Recognition

16.1: The Company and Union recognize the following Employee rights:

16.1.1: A Chief Shop Steward and not more than one Shop Steward per 50 Employees or one per shift additional Shop Stewards shall be appointed by the Union from among the Employees. The Chief Shop Steward and two additional Shop Stewards will form the Shop Committee. Shop Stewards shall not be discriminated against for performing their duties as outlined in the Agreement.



16.1.2: In the event of layoff, the current Shop Committee members will be retained by the Company as long as there is work available for them which they are qualified to perform regardless of their position on the seniority list.

**16.1.3:** The Shop Committee may communicate directly with the Company. The Shop Committee may conduct Employee non-binding opinion votes regarding matters that effect the terms and conditions of the Agreement up to and including conducting Employee non-binding opinion votes on proposed Interim Amendments in accordance with the Interim Amendment clause of this Agreement.

**16.1.4:** All communications regarding amendments to this Agreement shall be conducted during working hours and the Company agrees to pay the Shop Committee their regular rate of pay for time spent in these communications.

## **Section 17: Interim Amendment**

17.1: This Agreement may be amended from time-to-time by an agreement in writing, executed by the Company and the Union, and ratified by the Employees.

The party desiring such an amendment shall submit a written Request for Interim Amendment proposal to the other party. The receiving party shall, within 15 days, provide a written response to the submitting party for the Request for Interim Amendment proposal and, if requested to do so, shall discuss it with the submitting party.

17.2: If any disagreement arises between the parties as to any Request for Interim Amendment, such disagreement shall not be reviewable under the grievance procedure set forth in Section 22, nor arbitrable under the provisions in Section 23 of this Agreement.

## **Section 18: Union Membership**

18.1: All Employees, excluding those the Company employs as Foremen, office and clerical staff shall, as a condition of employment, be or become a member of the Union not later than the 30<sup>th</sup> day following the effective date of this Agreement, or not later than the 30<sup>th</sup> day following their hiring date, whichever is the later. Employees shall, as a condition of continued employment, remain a member of the Union in good standing in accordance with its Constitution and Bylaws.

18.2: The Company may temporarily employ Student Employees in the position of General Helper or Trades Helper, as this position is provided for in this Agreement, during a break in the student's studies. Student Employees that are employed for a period of four months or less before returning to school will not have to become members of the Union.

## **Section 19: Union Dues, Initiation Fees, and Reinstatement Fees**

19.1: Each Employee will 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 as provided for in this section.

Upon receipt of the authorization as per Section 19.1, the Company shall deduct from the Employees' earnings, on the first payday in each month, the amount owed to the Union by the Employees for current Union Dues, Initiation and/or Reinstatement Fees.

However, should any Employee have no earnings due on the first payday in any month or should any Employee's earnings be less than the amount that Employee owes the Union, then, in that event, the deduction shall be made from the Employee's earnings on the next succeeding payday on which earnings are sufficient to cover the amount of dues owed to the Union by that Employee.

19.2: The Company shall, no later than the last day of each month, electronically pay to the Financial Secretary of the Union a sum of money equal to the amount of Union Dues, Initiation and/or Reinstatement Fees the Company has withheld from the Employees during such months. The Company shall also supply the Union, no later than the last day of each month, with a list: in duplicate, containing the names of the Employees and the amount deducted from each Employee's earnings.

Upon receipt of the electronic payment and list, said Financial Secretary of the Union shall sign one copy of the list, acknowledging receipt, and promptly return the 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.

19.3: It is expressly understood and agreed that, upon receipt of proper proof, the Union will refund to the Company or return to the Employee involved, Unions Dues, Initiation and/or Reinstatement Fees erroneously withheld from an Employee's earnings by the Company and paid to the Union.

## **Section 20: Seniority and Layoffs**

20.1: New Employees, including Employees rehired after a break in continuity of service with the Company, are probationary Employees for **six** months from the first date of employment.

During the six month probationary period, Employees may be discharged or laid off at the Company's discretion and the Company is under no obligation to re-employ such person.

Upon completion of the six month probationary period, Employees shall have plant wide seniority in accordance with their length of continuous service from the date of hiring.

20.2: The continuous service of an Employee and the Employee's seniority status shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing determine otherwise:

20.2.1: Absence from work without leave as provided for in this Agreement, or without notifying the Company for three consecutive workdays, unless the Employee can prove that the failure to obtain such leave was due to circumstances beyond the Employee's control.

20.2.2: Failure to report to work or return to work, when laid off in accordance with the following:

- Any Employee laid off shall keep the Company advised in writing of the Employee's current address;
- The Company shall notify, the same day, the Employee by mail and the Shop Committee in writing when an opening is available in line with the Employee's seniority status. Such notice shall specify the date and hour to report for work, which shall not be less than one week (four working days), nor more than three weeks (12 working days) after the submission of the notice.
- The Company will attempt to contact by phone any Employee being recalled from layoff.
- The Company will inform the Shop Committee in writing of any Employee in line for recall that the Company has been unable to reach.
- The Employee will have a minimum of one week (four working days) and a maximum of the remaining recall notice time to inform the Company if the Employee is accepting the recall.

20.2.3: Discharge of an Employee for proper cause.

20.2.4: When an Employee resigns or quits.

20.2.5: Failure of an Employee to report to work and return to work following the conclusion of an approved leave of absence.

20.2.6: When an Employee has not performed any work for the Company for 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 12 consecutive month period may be extended in cases of compensable illness and/or injury.

20.3: The Company will advise the Employees by notice on bulletin boards of Unionized Shop position openings.

Where possible, such notice will be given three days prior to the Unionized Shop position opening.

Where possible, Night Shift Employees with the appropriate skills and credentials applying for Day Shift Unionized Shop position openings will be given preference over potential new hires.



20.4: **Short Term Layoffs:** In the case of a Short Term Layoff due to lack of work that will last for a period of 59 days or less:

- The Shop Committee will be notified by the Company in writing four days before the Layoff Notices are to be given to the Employees.
- Employees will receive one week of notice for a Short Term Layoff
- No notice is required if the Employee is employed for three months or less.
- In lieu of having an Employee work through the notice, the Company may choose to pay to the Employee the wages the Employee would have earned for the applicable period of notice.
- In lieu of having an Employee work through the entire notice, the Company may choose to pay to the Employee a combination of written notice and the wages the Employee would have earned for the applicable period of notice.

20.5: **Indefinite Layoff:** When it becomes necessary to have an indefinite layoff of Employees (a Layoff of more than 60 days) or plant closure, the Company must notify the Shop Committee in writing four days before the Layoff Notices are to be given to the Employees. In the case of Indefinite Layoff, the Company must give the Employee written notice of termination of at least:

- One week, if employed more than three months, but less than two years;
- Two weeks, if employed two years, but less than four years;
- Four weeks, if employed for four years, but less than six years;
- Five weeks, if employed for six years, but less than eight years;
- Six weeks, if employed eight years, but less than ten years;
- Eight weeks, if employed over ten 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 remaining notice.

No notice of termination is required **if** the Employee is employed for three months or less.

20.6: The notice covered in Sections 20.4 and 20.5 shall not be required with respect to layoffs because of breakdown of machinery, failure of power, water or natural gas supply, or fires.

20.7: The Employees, the Union, and the Company recognize the importance of loyalty and length of service. It is agreed that length of service will be a determining factor considered by the Company in all cases of job vacancy, promotion opportunities, and job transfers.

It is agreed that **in** all cases of layoff and rehiring **after** layoff, senior employees shall be given preferences.

20.8: The Employees, the Union, and the Company recognize the Company's responsibility to run the plant efficiently. It is agreed that Section 20.7 shall be subject to the Employee's skill and ability to perform the work in question in accordance with recognized shop certifications and qualifications for that work.

Handwritten signature or initials in the bottom right corner of the page.

20.9: The Company will prepare a Seniority Report, separating the Employees into classifications. Classifications will serve as a dividing line between groups of Employees that are affected by the Layoff. If an Employee is being laid off from one classification has more seniority than an Employee not being laid off from another classification, the senior Employee shall be retained if the criteria in Sections 20.7 and 20.8 are met. **Any** senior Employee may revoke their rights to assume a lesser paid position and accept the lay off without loss of seniority.

20.10: In the event of a Short Term or Indefinite Layoff, Apprentices are recognized as a separate classification to Journeymen. However, in the event of a Layoff, the Company may not layoff more Journeymen before laying off Apprentices in any classification if there is a ratio of more than one Apprentice to five Journeymen within that overall classification.

20.11: The Company shall, within 15 days after the signing of this Agreement, furnish the Union and the Shop Committee a seniority report containing the name, date of hire, and classification of each Employee. Revised seniority reports shall be furnished to the Union and Shop Committee by the Company and a copy posted by the Company on its bulletin boards every three months during the term of this Agreement.

20.12: In order to facilitate the proper administration of this Agreement, the Shop Committee shall be furnished, upon request, information concerning the employment date and classification of any Employee to whom this Agreement is applicable.

## **Section 21: Leaves of Absence**

21.1: 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 a leave of absence must be made in writing to the Company, and be approved in writing by the Company, and a copy given to the Shop Committee and the Union.

Generally, a leave of absence will be for a period of not more than 30 days, but may be extended for reasonable cause by agreement with the Company.

21.2: 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 to a maximum of three years, subject to renewal at the end of such period at the option of the Company.

21.3: Employees granted leaves of absence shall be re-employed by the Company at the end of the leave if work is available in accordance with the Employee's accumulated seniority status.

21.4: Any Employee, while on leave of absence, that obtains employment with another employer without having obtained prior permission to do so from the Company, shall be subject to termination of employment.

21.5: In the event of a death in the immediate family (mother, father, spouse or recognized common-law relation, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law of an Employee), the Employee shall be permitted such time off as may be necessary.

The Employee shall be paid at the regular straight-time hourly rate for each hour so taken, but not to exceed three days pay, to attend or make arrangements for the funeral/memorial services during the Employee's working hours.

The three days, or any part, if required, must be approved by the Company before any pay under this subsection is provided, but Company approval may be provided after the Employee returns to work.

21.6: 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 the Employee's regular workday at the Employee's straight-time hourly rate. It is understood that if the Employee is not accepted as a juror and is released by the Court from this service, the Employee shall report to **work** for the Company as soon **as** possible if the release occurs during the hours of the Employee's shift. Within 24 hours after receipt of subpoena or summons, this documentation shall be submitted by the Employee to the Employee's immediate supervisor, which shall constitute proper notice that the 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 of service and amount of pay received.

## **Section 22: Grievances**

22.1: A grievance for the purpose of this Agreement is any difference arising from the interpretation, application, administration, operation, contravention or alleged contravention of this Agreement. A grievance shall be resolved, or attempted to be resolved, through the grievance procedure set out in this subsection.

**Step 1:** The Employee with the grievance shall first try to discuss and resolve the grievance with the Shop Steward and the Employee's direct supervisor. Step 1 shall occur within one week (four working days) of the date the Employee became aware of, or reasonably should have become aware of the incident that lead to the grievance.

**step 2:** As soon as the answer for Step 1 has been given by the Company or the Step 1 time limits expire, Step 2 of the grievance procedure commences. For Step 2, the grievance shall be reduced to writing within one week (four working days) and submitted to the Shop Operations Manager of the Company. The written grievance shall clearly identify:

- The nature of the grievance;
- The Section(s) of the Agreement alleged to have been violated;
- The redress sought.

Within one week (four working days) of receiving the written grievance, the Shop Operations Manager, or his designate, will schedule and conduct a meeting to discuss the grievance with the Union. Grievance meetings shall be conducted at a time mutually agreed between the Company and the Union.

**step 3:** If the written response from the Shop Operations Manager of the Company, or his designate, does not resolve the grievance, the Union may advance the grievance to arbitration in accordance with Section 23 of this Agreement.

22.2: Grievances shall be categorized as follows:

- An individual grievance is a dispute affecting one Employee;
- A group grievance is a dispute affecting two or more Employees. A group grievance shall list all Employees affected by the grievance;
- A policy grievance is a dispute between the Company and the Union that, due to its nature, is not properly the subject of an individual or group grievance.
- A grievance involving termination of employment shall be automatically moved to Step 2 of the grievance procedure.

22.3: Settlements of resolutions reached at any step of the grievance procedure shall apply to the grievance in question, including grievances settled through mediation or arbitration, and shall not establish precedence for future grievances or cases.

**22.4: Time Limits:**

22.4.1: If the party initiating the grievance fails to comply with any time limit established in the grievance procedure, the grievance shall be deemed abandoned **and** therefore resolved.

22.4.2: If the party receiving the grievance fails to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the specific time limit.

22.4.3: The time limits of the grievance procedure can only be extended by mutual written agreement between the Company and the Union.

22.4.4: Throughout Section 22 of this Agreement, days mean work days excluding Saturdays, Sundays, and holidays named in this Agreement.

## 22.5: Union Representation

22.5.1: An Employee may be assisted and represented by a Shop Steward when presenting a grievance. The Shop Steward shall not lose any pay for time spent assisting the griever, provided the Shop Steward first receives permission from the direct supervisor. The supervisor's permission shall not be unreasonably withheld. All grievances shall be handled during regular work hours without loss of pay to the Shop Committee. Any documentation required to prepare the grievance for presentation to the Company, including preparing the grievance form, shall be done on the Employee's and the Shop Steward's personal time.

22.5.2: The Shop Stewards provided for and mentioned in Section 22 of this Agreement shall have 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 Agreement. They shall not have any other authority to act for or bind the Union.

## Section 23: Arbitration

23.1.1: Any dispute, including grievances and Unfair Labour Practices, between the Company and the Union, or between the Company and any Employee(s), relating to an alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, that has not been settled in accordance with this Agreement shall, upon request of either party to this Agreement, be submitted to arbitration, in accordance with this Agreement.

23.1.2: When either party requests a matter be submitted to arbitration, it shall make the request in writing addressed to the other party to this Agreement, and at the same time, appoint a nominee to the Arbitration Board.

Within five days of receiving a request for arbitration, the other party shall appoint a nominee to the Arbitration Board. If such party fails to appoint a nominee to the Arbitration Board as requested, the Director of Mediation Services for the Province of Alberta shall have power to affect this appointment upon request of either party.

The two nominees shall within three days of the appointment of the second nominee attempt by agreement to select a Chairman of the Arbitration Board. If they are unable to agree on such Chairman, either shall then request the Director of Mediation Services for the Province of Alberta to assist them in selecting an impartial Chairman. The Chairman shall be selected from other than the Civil Service and shall be chosen having regard to impartiality, qualifications in interpreting collective bargaining agreements and familiarity with industrial relations.

23.1.3: No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the matter or is an employee of the Company or a member or employee of any kind of the Union or the International.

23.1.4: No grievance may be submitted to arbitration without following Section 22.



23.1.5: The proceedings of the Arbitration Board will be expedited by the parties, and the decision of the majority of such Board will be final upon the parties and the Employees concerned.

23.1.6: The Arbitration Board shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Specifically, the Arbitration Board shall not have the right to modify or change the conditions of Section 22.4 in any way.

However, the Arbitration Board is authorized to make its decision and award retroactive **if**, in its judgement, circumstances justify such an award. Any dispute between the parties as to the interpretation or constriction to be placed upon the award shall be submitted to the Chairman of the Arbitration Board which made the award, who may interpret the award to clarify it, but without changing the substance, and such interpretation shall be binding upon all parties.

23.2: **Motivation to Resolve the Issue before Arbitration:** If arbitration proceeds and requires an Arbitration Board decision, the unsuccessful **party** will pay for the following expenses associated with participating in the arbitration process:

- Chairman of the Arbitration Board fees;
- any other Alberta Labour Relations Board fees.

23.2.1: In the case of a grievance or an arbitration relating to Employee discipline, the Union will be deemed successful if the specific discipline letter, including termination of employment, is struck down by the Arbitration Board.

23.3: If mutually agreed, in lieu of arbitration, the parties may submit the dispute to a single Mediator. The mutually agreed to Mediator's final decision shall be binding. The expenses of the Mediator shall be equally shared by the parties.

## **Section 24: Employee Discipline and Shop Rules and Regulations:**

24.1: Documented verbal warnings, written warnings, suspensions, final written warnings, and termination of employment notices to any Employee shall be given in writing in the presence of a Shop Steward.

Disciplinary action, including the incident investigation, shall be taken within two weeks (8 working days) of the date the Company became aware of, or reasonably should have become aware of the occurrence.

Disciplinary action for absenteeism can take into account occurrences up to three months (48 working days) prior to the date of the discipline letter.

24.2: The Company shall have the right to establish, maintain and enforce rules and regulations. These rules and regulations shall not be in conflict with this Agreement. The Company shall maintain on its bulletin boards and furnish the Shop Committee and the Union with a copy of all rules and regulations. New rules and regulations shall not become effective until five regular workdays after copies have been provided to the Shop Committee and the Union and posted on the Company's bulletin boards.

## **Section 25: Strikes and Lockouts**

25.1: The Company agrees that it will not cause or direct any lockout of the Employees for the term of this Agreement.

35.2: The Union agrees that neither it, nor its representatives, will 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 participating in, taking part in, instigating or assisting in instigating, any such strike, picketing, sit-down, stand-in, slowdown, or curtailment or restriction of production, or interference with work in or about the Company's plant or premises for the duration of this Agreement, shall be subject to discipline up to and including termination of employment.

The term slow-down shall mean, but may not be limited to a condition of willful restriction or reduction of production by an Employee which is within the Employee's reasonable control.

**Section 26:**

**Plant Visitation**

26.1 : An acceptable and authorized representative of the Union shall be permitted to visit the Company at all reasonable hours after requesting permission from the Shop Operations Manager of the Company. The Union's representative may be permitted to visit the Company's shop during working hours to investigate any matter covered by this Agreement, but shall in no way interfere with the progress of any work.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line and a small mark resembling a 'K' or a checkmark.

**Section 27: Agreement**

27.1: This Agreement, executed to be effective the 1<sup>st</sup> day of June 2008, is by and between the Company, and the Union.

27.2: This Agreement and any amendments to it, shall continue in effect until midnight of May 31, 2011 and shall continue automatically thereafter for a maximum of one year, unless either party notifies the other, in writing, in the 60 day to 120 day period prior to May 31, 2011, of its desire to amend this Agreement.

27.3: If a notice of a desire to amend this Agreement is given by either party at any time as provided for in Section 27.2, the parties shall meet within 15 days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating amendments or a new Agreement.

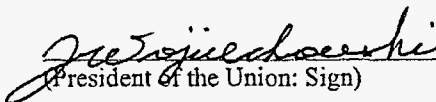
27.4: If pursuant to these negotiations, a renewal of this Agreement is not reached prior to the current expiration date, the terms and conditions set forth in this Agreement and/or any amendments to it, shall continue in effect until this Agreement is renewed or until it is terminated as permitted according to conditions in the Alberta Labour Relations Code.

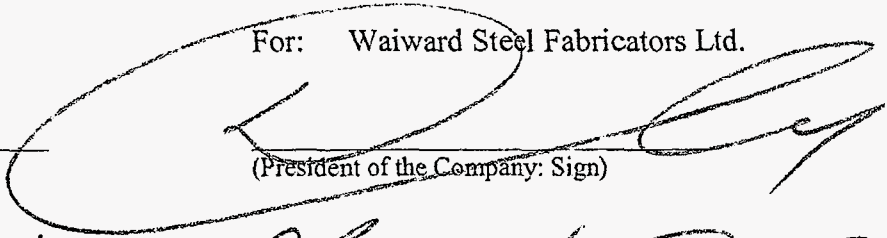
27.5: Each provision of this Agreement shall be in conformity with all applicable laws of Canada and the Province of Alberta. If it is determined that it would be a violation of any legally effective Order or Statute to comply with any provision of this Agreement, the parties agree to change such provision, or provisions, of the Agreement for the purpose of making them conform to such Order or Statute, without affecting the other provisions of the Agreement.

This Agreement has been executed by the undersigned parties as of the date and year first written, in the City of Edmonton: the Province of Alberta.

For: The Union

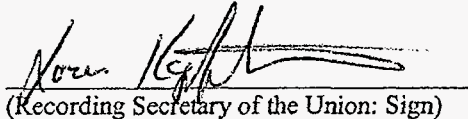
For: Waiward Steel Fabricators Ltd.

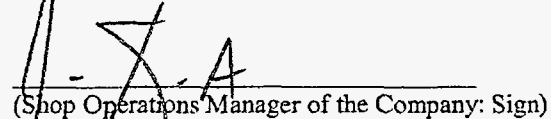
  
(President of the Union: Sign)

  
(President of the Company: Sign)

Jim Wojciechowski  
(President of the Union: Print)

Donald Barowski  
(President of the Company: Print)

  
(Recording Secretary of the Union: Sign)

  
(Shop Operations Manager of the Company: Sign)

Louis KOFFENSTEINER  
(Recording Secretary of the Union: Print)

JIM KANERVA  
(Shop Operations Manager of the Company: Print)

## Appendix A: Employee Quarterly Integrity Pay Program

**A1:** Please note: due to its leading edge nature and that it is a new idea in this Agreement, the Union and Company ask the Employees to be patient with the implementation of the Integrity Pay Program. Therefore, grievances will not be accepted for this Program during the life of this Agreement.

However, Employee complaints may be forwarded to any Shop Committee Member. Each complaint will be addressed by the Company and the Shop Committee, and the Employee forwarding the complaint will be given a response.

**A2:** The Employee Quarterly Integrity Pay Program consists of 4% total available straight time pay, calculated in the following manner:

$$\frac{\text{Hourly Base Pay Rate} \times 2080 \text{ straight time hours per year} \times 4\%}{4 \text{ quarters}} = \text{total available pay}$$

The total available Quarterly Integrity Pay is divided into five equal rewards: Integrity Reward, Production Reward, Quality Reward, Safety Reward, and Personal Growth Reward.

**A3: Integrity Reward (0.80%):** The Integrity Reward must be earned before any other quarterly Integrity Pay Reward can be earned. In order to earn the Integrity Reward, the Employee must achieve the following goals:

- The Employee must be at work, at the Employee's assigned work station on time each regular workday during the quarter. The Employee must come to work as agreed to or assigned overtime shifts, for the full shift (unless allowed to leave by the supervisor). Excused lateness and absences include days agreed to by management, scheduled vacation days, absences allowed in this Agreement, and not more than two sick days during the quarter.
- The Employee must not receive a discipline letter during the quarter where an element of the discipline is one of the seven listed Ironworker's Standards of Excellence or the Company's five documented values.

**A4: Production Reward (0.80%):** By working diligently to help the Company achieve its Mission, to help the Union be successful, and by earning the integrity Reward by living up to the Ironworker's Standards of Excellence and the Company's Values, the Employee will also have earned the Production Reward.

**A5: Quality Reward (0.80%):** The Company and Union wish to reward Employees that take to heart the commitment to quality needed to compete at the highest level. In order to receive the Quality Reward, the Employee must not cause, in part or in whole, a nonconformance where \$1,000, or more, in quality costs are deducted from the Shop Production **Team** in accordance with Section 3.4.4 of the Quarterly Performance Pay Program.

**A6: Safety Reward (0.80%);** Safety for the Employee, Union, and the Company as a whole is and must be a constant key to continued success. The Company and Union wish to reward those Employees that are safe and participate in the safety program. In order to receive the Safety Reward the Employee must achieve the following during the quarter:

- The Employee must not have a lost time injury or a medical aid injury;
- The Employee must not have a significant near miss or cause an incident resulting in equipment damage;
- And, the Employee must achieve one of, but not limited to, the following during the quarter:
  - Be a member of the Safety Committee;
  - Be a certified and identified First Aider;
  - Participate in the hazard assessment process;
  - Participate in the job **risk** analysis process;
  - Complete and document a worksite safety inspection for their work area;
  - Be recognized for being proactively involved in preventing a potentially unsafe condition or act from progressing, and reporting this.

**A7: Personal Growth Reward (0.80%):** The Employee to help the Company achieve its mission, to help the Union be successful, to live up to the Company Values and the Ironworker's Standards of Excellence, and to achieve personal goals is the one who realizes the importance of family, community, Union, and Company. The Company and Union wish to reward those Employees who demonstrate this commitment and who provide objective evidence of, but not limited to, completing one of the following during the quarter:

- Volunteering for a recognized charitable organization;
- Participation in an event for a recognized charitable organization;
- Youth program volunteering or coaching;
- Volunteering for a Community improvement initiative;
- Volunteering for a recognized religious organization;
- Enrolment in an educational/training program;
- Serving as a Shop Committee Member, a Social Committee Member, or as a Shop Steward.

**AS: Integrity Program Pay Platform:** Each Employee that qualifies will be given the following choices to receive their Integrity Pay:

- Pay the Integrity Pay, before **tax**, into their RRSP;
- Pay the Integrity Pay, after **tax**, on their regular pay.

**A9: Integrity Pay:** There will be a section of the Shop Operations Report dedicated to the Employee Integrity Pay Program. Integrity Pay, when earned, will be paid quarterly in accordance with Sections 3.1, 3.2, and 3.3 of this Agreement.