

**AGREEMENT**

**BETWEEN**  
**IPSCO INC.**  
**RED DEER, 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)**

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Received from IPSCO Inc., one copy of the agreement with the Shopmen's Local Union No. 805 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers covering the period December 11, 1997 through to December 21, 2001. continue to December 31, 2001.

Date: \_\_\_\_\_ 19\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Name (please print)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(Affiliated with the AFL-CIO, CLC)**

## **AGREEMENT**

THIS AGREEMENT, executed and effective as of the 11th day of December, 1997 will continue in effect through December 31, 2001 by, and between IPSCO INC., P.O. Box 593, Central Park, RED DEER, Alberta, T4N 5G6, (hereinafter referred to as the "Company"), 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) (hereinafter referred to as the "Union").

### **PURPOSE OF AGREEMENT**

Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto. Therefore, the Company and the Union agree as follows:

#### **BARGAINING UNIT:**

##### **SECTION 1**

- (A) The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in Section 3.
- (B) Persons whose regular jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except for purposes of instruction or in emergencies when bargaining unit employees are not available or for the purpose of experimenting when bargaining unit employee(s) are present to observe or assist.

#### **INTERNATIONAL NOT A PARTY TO AGREEMENT:**

##### **SECTION 2**

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 hereof.

#### **UNION RECOGNITION:**

##### **SECTION 3**

- (A) The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer employed in or around the City of Red Deer, Alberta, except office and clerical employees, sales employees and those exercising managerial functions or employed in a confidential capacity in matters relating to labour relations.

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

**UNION MEMBERSHIP:**

**SECTION 4**

- (A) Each of the Employer's employees to whom this Agreement is applicable, as defined in Section 3 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 By-Laws.
- (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 membership in good standing therein as provided for in this Section, the Company shall discharge such 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 give each newly hired employee and each person rehired or recalled from layoff, a form showing the job classification for which such person has been employed, his straight time hourly rate and social insurance number. For each such new or former employee, the Company shall provide one (1) copy of the above mentioned form to the Chief Shop Steward.
- (D) On the date each new employee is hired, the Company shall submit to such employee an application, in duplicate, for membership in the Union and a check-off authorization which shall be signed by such employee. The duplicate copies of the application for membership and a copy of the check-off authorization shall be promptly transmitted to the Union.

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

**SECTION 5**

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, as hereinafter provided for in this Section. Upon receipt thereof, the Company shall deduct from such employee's earnings, on the first pay day 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 pay day 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 pay day on which his earnings are sufficient to cover the amount of dues owed to the Union by such employee. By the twenty-sixth (26th) day of the current month, the Company shall mail to the Financial Secretary of the Union, a cheque, made payable to the Union, for the amount of Dues, Initiation and/or Reinstatement Fees the Company has withheld during such month, which shall be accompanied by a list, in duplicate, containing the names of the employee and the amount 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 the monthly Union Dues, Initiation and/or Reinstatement Fees as provided for in the Local Union By-Laws.

**MANAGEMENT PREROGATIVES - SHOP RULES FEES:**

**SECTION 6**

- (A) The Union recognizes that it is the function of Management to manage the affairs of the business and to direct the working forces of the Company, subject to the terms of this Agreement.
- (B) Such management function shall be:
  - (1) To determine the products and schedules of production, the locations of production, the methods and sequence of manufacturing processes.
  - (2) To maintain discipline of employees, including the right to make reasonable rules and regulations, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement.
  - (3) To discharge, suspend or discipline employees for just and reasonable cause, and also hire, transfer, promote, demote and to assign employees to shifts.
- (C) Warnings shall be given to the employee with a Union representative present. Any warning and/or penalty (excluding dismissal) shall be cleared from an employee's record after a period of twelve (12) months following the date of the infraction.

**HOURS OF WORK:**

**SECTION 7**

- (A) Hours of work and determination of shift schedules will be established solely by the Company.
- (B) A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a first (or night) shift.
- (C) A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a second (or day) shift.
- (D) A shift starting on or after 10:00 a.m. but before 6:00 p.m. is a third (or afternoon) shift.
- (E) Day of Shift - a shift shall be considered as worked on the calendar day on which it begins, with the exception of the first (or night) shift which could begin during the evening before.
- (F)
  - (1) On continuous shift operations, employees may be granted a twenty (20) minute lunch period paid for by the Company.
  - (2) Non-continuous Lunch Break - day and afternoon shift employees on non-continuous operations may be allowed one-half (1/2) hour for lunch without pay.
- (G) When two (2) or more shifts are in effect, the Company shall rotate those shifts.

**OVERTIME:**

**SECTION 8**

- (A) The Company shall give notice of overtime as far in advance as is practical and such work shall

be considered as scheduled.

- (B) **HOURS WORKED IN EXCESS OF EIGHT (8):** The Company shall pay an employee one and one-half (1-1/2) times his standard hourly rate for all hours he is required to work over eight (8) hours a day.
- (C) **HOURS WORKED IN EXCESS OF TEN (10):** The Company shall pay an employee two (2) times his standard hourly rate for all hours he is required to work over ten (10) hours a day.
- (D) **SATURDAYS & SUNDAYS:** Where the work of an employee begins on Monday (the work week being from Monday to Friday), the Company shall pay one and one-half (1-1/2) times the standard hourly rate for all work performed on Saturday and two (2) times the standard hourly rate for all work performed on Sunday.
- (E) **SIXTH OR SEVENTH DAYS:** Where the work week (a five (5) day work week) of an employee begins on a day other than Monday, the Company shall pay one and one-half (1- 1/2) times the standard hourly rate for all work performed on the sixth day of his work week, and two (2) times the standard hourly rate for all work performed on the seventh day of his work week.
- (F) **SCHEDULED DAYS OFF:** Should an employee be scheduled to work overtime on his scheduled days off, for shift schedules greater than five (5) days, he shall be paid as follows:
  - (l) For all hours worked on his first scheduled day off - one and one-half (1-1/2) times his standard hourly rate.
  - (2) For all hours worked on his second, third and fourth scheduled days off - two (2) times his standard hourly rate.
- (G) **SHIFT CHANGES:** An employee who is required to change shifts shall do so for his standard hourly rate provided he has not worked more than twenty (20) days in any twenty-eight (28) day period (for eight (8) hour shifts), or worked more than twenty (20) days in any thirty (30) day period (for eight (8) hour and thirty-five (35) minute shifts). Hours worked in excess of the above shall be paid at the applicable overtime rates.
- (H) **EXCHANGING SHIFTS:** Employees may exchange shifts with other employees upon approval of their Supervisor and they shall receive straight time pay for the changed shifts.
- (I) **PYRAMIDING:** There shall be no pyramiding of overtime in the calculation of overtime pay and no employee shall be entitled to more than his standard hourly rate plus applicable overtime payment in accordance with hours worked.
- (J) The Company shall attempt to rotate and spread overtime work as evenly as possible among the qualified employees. Employees wishing to be called in for overtime shall record their names weekly in an overtime book provided for such purpose by the Company. This in no way jeopardizes the Company's right to schedule overtime.

**HOLIDAYS AND HOLIDAY PAY:**

**SECTION 9**

- (A) The following shall be recognized as statutory holidays:

- |    |                |    |                  |
|----|----------------|----|------------------|
| 1. | New Year's Day | 7. | Labour Day       |
| 2. | Family Day     | 8. | Thanksgiving Day |



- |    |               |     |                 |
|----|---------------|-----|-----------------|
| 3. | Good Friday   | 9.  | Remembrance Day |
| 4. | Victoria Day  | 10. | Christmas Day   |
| 5. | Canada Day    | 11. | Boxing Day      |
| 6. | Civic Holiday | 12. | New Year's Eve  |

The observance of the above holidays may be transferred by mutual agreement to other days than the date proclaimed or provided above.

- (B) Each employee shall receive his standard hourly rate of pay for eight (8) hours for each of the above-named holidays, if eligible.
- (C) Employees must meet all of the following eligibility rules to qualify for payment of statutory holidays:
  - (1) The employee has worked for thirty (30) days or more during the preceding twelve (12) months.
  - (2) The employee must have worked a minimum of eight (8) hours his last scheduled working day prior to, and his next scheduled working day after such holiday within the employee's scheduled work week, unless the absence is the result of an approved leave of absence.
- (D) **WORKING PAID HOLIDAYS:** An employee required to work on any of the above-named holidays shall be paid at the rate of two (2) times his standard hourly rate in addition to his pay for the previous named holidays.
- (E) In the event that one or more of the above-named holidays occurs during the employee's vacation, he shall be paid such holiday(s) and the additional days will be added to his vacation time.
- (F) Should any of the above mentioned holidays fall on an employee's scheduled day off, he shall be granted one (1) extra day without pay on his annual vacation.
- (G) Where a paid holiday falls on a scheduled shift, an employee may request that day off, providing application is made at least seventy-two (72) hours in advance of the holiday. The Company will advise when paid holidays are to be worked at least seventy-two (72) hours in advance of the holiday, except in cases of unforeseen circumstances.

## SECTION 10

### WAGES AND PREMIUMS

- (A) In the first full pay of January, 1998, everyone in the employ of the Company on January 1, 1998, with one or more years of service will receive a one thousand dollar (\$1,000.00) bonus.

Employees with less than one year of service shall receive a portion of the one thousand dollar (\$1,000) bonus, based on a ratio of his hours worked to 1,500 hours up to a maximum of one hundred percent (100%) or one thousand dollars (\$1,000).
- (B) Standard hourly wage - 1999 - See Table B Page 9
- (C) In the pay of the first full pay period in January, 2000, everyone in the employ of the Company at that time who has worked fifteen hundred (1,500) or more hours in 1999 will receive a one thousand (\$1,000.00) dollar bonus.

At that time anyone in the employ of the Company who worked one (1) but less than fifteen hundred (1,500) hours in 1999 will receive a portion of the bonus based on his number of hours worked as compared to the fifteen hundred (1,500) hours standard.

**SECTION 10**

**Standard Hourly Wage Table**

**(A) EFFECTIVE JANUARY 1ST, 1997:**

	<b>Standard Wage</b>	<b>Training &amp; Familiarization Wage</b>	
Vice-Foreman	22.65		
Mill Lead Hand	22.30		
Mill Operator 1	21.95	19.55	20.55
Mill Crew 3	18.10	17.60	
Tradesmen 2	21.60	20.60	
Finishing Lead Hand	19.15		
Finishing Operator 3	17.40	16.90	
NDT Operator 3	18.80	18.30	
Final Inspector 3	18.10	17.60	
Yard Lead Hand	18.80		
Yard Equipment Operator 3	17.40	16.90	
Shipping Crew	16.70		
Yard Crew	16.00		
Probationary Rate 4	13.25		
Spike Machine Operator 3	18.80	18.30	
Spike Machine Crew 3	17.40	16.90	

1. Two (2) training periods of 1,040 hours worked each.
2. One (1) familiarization period of 480 hours worked.
3. One (1) training period of 1,040 hours worked.
4. Probationary rate for first 480 hours worked.

**SECTION 10**

**Standard Hourly Wage Table**

**(B) EFFECTIVE JANUARY 1ST, 1999:**

	<b>Standard Wage</b>	<b>Training &amp; Familiarization Wage</b>	
--	----------------------	--	--

Vice-Foreman	23.40		
Mill Lead Hand	23.05		
Mill Operator 1	22.70	20.30	21.30
Mill Crew 3	18.85	18.35	
Tradesmen 2	22.35	21.35	
Finishing Lead Hand	19.90		
Finishing Operator 3	18.15	17.65	
NDT Operator 3	19.55	19.05	
Final Inspector 3	18.85	18.35	
Yard Lead Hand	19.55		
Yard Equipment Operator 3	18.15	17.65	
Shipping Crew	17.45		
Yard Crew	16.75		
Probationary Rate 4	14.00		
Spike Machine Operator 3	19.55	19.05	
Spike Machine Crew 3	18.15	17.65	

1. Two (2) training periods of 1,040 hours worked each.
2. One (1) familiarization period of 480 hours worked.
3. One (1) training period of 1,040 hours worked.
4. Probationary rate for first 480 hours worked.

**SECTION 10 - Continued:**

**(D) BONUS PLAN:** Effective April 1, 1997 employees shall be eligible to participate in a profit sharing plan that will provide a maximum of four dollars (\$4.00) per straight time hours worked based upon IPSCO Inc.'s profitability on a quarterly basis. Effective April 1, 1998 this will increase to four dollars and twenty-five cents (\$4.25) per straight time hour worked. Effective January 1, 2001, this will be increased by fifty cents (\$0.50) per straight time hour worked to four dollars and seventy-five cents (\$4.75).

The bonus will only be paid if IPSCO Inc.'s profit for the quarter is greater than two and one-half percent ( 2.2%) return on shareholders' equity (ROE). If the profit for the quarter expressed as a return on shareholders' equity is 14.9% or greater, then the maximum four dollars (\$4.00) (or four dollars and twenty-five cents (\$4.25) or four dollars and seventy-five cents (\$4.75) will be paid. The bonus will be paid on a sliding scale from one (\$0.01) to four dollars (\$4.00) or four dollars and twenty-five cents (\$4.25) or four dollars and seventy-five cents (\$4.75).

The corresponding dollar amounts to the ROE will be announced near the start of each year for the forthcoming year, but as outlined above, the Plan will operate on a quarterly basis.

**(E) SHIFT PREMIUMS:**

## 12

- (1) A shift premium of forty (\$0.40) cents additional to the standard hourly rate shall be paid each employee for hours worked during a third (or afternoon) shift and forty-five (\$0.45) cents for hours worked during a first (or night) shift.
- (2) A Sunday premium of one dollar and twenty-five cents (\$1.25) additional to the standard hourly rate shall be paid each employee for all straight time hours worked during the twenty-four (24) hour period beginning at the start of the regularly scheduled shift on Sunday.

### **PAY DAYS:**

#### **SECTION 11**

Employees shall be paid on a regular designated pay day every two (2) weeks in cash or by cheque. When an employee is laid off or discharged, he shall be paid off as soon as possible in cash or cheque.

### **REPORTING AND CALL-OUT PAY:**

#### **SECTION 12**

- (A) Any employee who is scheduled or required to and does report to 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) **CALL-OUT PAY:** An employee who is recalled to work prior to the start of his regular shift shall be paid double his regular straight time hourly rate for all hours worked on recall up to the starting time of his scheduled shift. If a man's regular shift does not commence immediately following completion of the overtime period, he shall receive a minimum of four (4) hours pay at regular straight time rates.
- (C) An employee who is injured during his hours of employment and who requires the care of a doctor shall be paid any remaining scheduled regular and overtime hours on the day of the injury regardless of whether or not he is able to return to work. If such employee on any subsequent day visits a doctor for treatment of this injury he shall be paid for regular time lost thereby.

### **VACATIONS:**

#### **SECTION 13**

- (A) The vacation year will be defined as the period from May 1st of the previous year to April 30th of the current year.
- (B) Vacation pay for an employee with less than one (1) year of service shall be four (4%) percent of his gross earnings to April 30th of the current vacation year. Vacation pay for employees entitled to three (3) week and four (4) week vacations shall be based on six (6%) percent or eight (8%) percent respectively of their gross earnings in the previous vacation year.
- (C) For employees originally re-called to IPSCO Inc., from Ram Steel Corporation Ltd., the actual time worked with Ram Steel shall be used when calculating vacation entitlement.

- (D) Effective May 1, 1998 vacation provisions will be as follows:  
Less than one (1) year service - one (1) work day each month of service up to a maximum of ten (10) work days; four (4%) percent of earnings to April 30th of the current vacation year.
- One (1) to five (5) years of service - three (3) weeks vacation, six (6%) percent of earnings.
- Five (5) to twelve (12) years of service - four (4) weeks vacation, eight (8%) percent of earnings.
- Twelve (12) years or more of service - five (5) weeks vacation, ten (10%) percent of earnings.
- (E) The Company agrees to provide employees with their accrued previous year's vacation pay upon receipt of a written request. Upon termination, an employee will be paid his accrued vacation pay, both previous and current years, computed in accordance with their length of service as provided for in the Collective Agreement.

**WELFARE BENEFITS:**

**SECTION 14**

- (A) **INSURANCE:** The Company agrees to pay the full cost of the Group Life Insurance covering employees in the amount of: Effective July 1, 1995:
1. LIFE - Forty Thousand (\$40,000.00) Dollars.
  2. ACCIDENTAL DEATH & DISMEMBERMENT - Forty Thousand (\$40,000.00) Dollars.
- (B) **WEEKLY INDEMNITY:** Effective December 11, 1997, the Company agrees to pay the cost of the Weekly Indemnity Insurance Plan in the amount of seventy-five (75%) percent of the maximum EI insurable earnings with a minimum amount of maximum insurable earnings established at seven hundred and fifty dollars (\$750.00) per week. Payments commence on the:
- first day of absence as a result of accident;
  - fourth day of absence as a result of sickness; and
  - first day of absence if hospitalized.
- Benefits are payable up to a maximum of twenty-six (26) weeks of absence.
- (C) **DENTAL:** The Company agrees to pay the premiums for a dental plan. Benefits of the plan shall be as set out in the carrier's policy. Plan benefits will not be in excess of the minimum fee specified in the current Provincial Dental Fee Schedule. This plan will provide for:
- Basic - One Hundred (100%) Percent
  - Major Restorative - Fifty (50%) Percent
  - Orthodontia - Fifty (50%) Percent
  - Maximum Amounts:
    - Basic & Major Restorative: Two thousand (\$2,000.00) Dollars per person per calendar year.
    - Orthodontia: Per Lifetime Two Thousand (\$2,000.00) Dollars.
- (D) **HEALTH BENEFITS:** The Company agrees to pay one hundred (100%) percent of the premiums for the Alberta Hospital and Medical Care Health Care Insurance Plan on behalf of the employees and their dependents.
- (E) **MAJOR MEDICAL:** The Company agrees to pay the full premium costs of a Major Medical Plan for employees and eligible dependents to cover the following items:

1. Prescription Drugs (One Hundred (100%) Percent);
2. Semi-Private Hospitalization (Eighty (80%) Percent);
3. Ambulance Service (Eighty (80%) Percent);
4. Specified Appliances (Eighty (80%) Percent);
5. Out of Canada Emergency Hospital Medical Care Expenses (Fifteen Thousand (\$15,000.00) Dollars maximum);
6. Frames, lenses and the fitting of prescription glasses, sunglasses, including contact lenses up to a maximum of one hundred seventy-five (\$175.00) dollars in any two (2) consecutive calendar years or an additional seventy-five (\$75.00) dollars for prescription lenses only if the prescription changes after one (1) year per family member; and
7. Hearing Aids to a maximum of five hundred (\$500.00) dollars per family member for the life of this Collective Agreement.

**CONDITIONS:**

- Twenty-Five (\$25.00) Dollars annual deductible;
- Seventy-Five Hundred (\$7,500.00) Dollars per person maximum per calendar year; and
- Fifteen Thousand (\$15,000.00) Dollars per person maximum during the life of this Collective Agreement.

- (F) **ELIGIBILITY FOR BENEFITS:** No employee shall be eligible for Company benefits until they have completed their sixty (60) day worked probationary period.
- (G) **TERMINATION OF BENEFITS:** All benefits terminate on the date of cessation of active work by resignation or dismissal. Benefits terminate at the end of the calendar month in which an employee is laid off or retired.
- (H) **PENSION PLAN:** The Company agrees to provide a Pension Plan with the following benefits:
- (a) January 1, 1997, basic benefit will be thirty-four (\$34.00) dollars.
  - (b) A supplement pension will be sixteen (\$16.00) dollars per month per year of credited service to age sixty-five (65).
  - (c) However, as an incentive for those employees eligible to retire during the period, January 1, 1998 through December 31, 2001, and to provide employment security for the lower seniority employees, the Company agrees to provide a "Pension Window". Such "Pension Window" is only in effect for the period of January 1, 1998 through December 31, 2001 and provides a benefit limited only to those employees eligible and who actually retire during such period. Such benefit shall be a basic forty-five (\$45) with a supplemental benefit of twenty dollars (\$20).
  - (d) Employees will be required to contribute twenty-five (\$0.25) cents per hour.
- (I) The Company shall furnish each employee with a copy of a booklet or leaflet containing the benefits set forth herein.

**ERECTION AND FIELD FABRICATION:**

**SECTION 15**

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 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.

**APPRENTICES:**

**SECTION 16**

The Company currently has an Apprenticeship Program in effect and may institute the program at its discretion.

**SENIORITY:**

**SECTION 17**

- (A) (1) Employees shall be regarded as probationary employees for the first sixty (60) days worked of their employment within the period of twelve (12) months from the first date of employment. Provided that where an employee has been laid off within such twelve (12) months for two (2) months or more, without completing his probationary period, he shall be required to complete such sixty (60) day period or work ten (10) additional days, whichever is the greater.
- (2) Seniority of each employee covered by this Agreement shall be established after a probation period of sixty (60) days worked.
- (3) On satisfactory completion of probation period, seniority shall count from date of employment.
- The retention or termination of a probationary employee during this sixty (60) days worked period, with or without cause, shall be at the sole discretion of the Company. Such retention or termination shall not be subject to the Grievance Procedure.
- (4) The Company shall be under no obligation to re-employ a probationary employee laid off or discharged during his probationary period.
- (B) Temporary employees and students hired for a period that should not exceed four (4) months shall not be eligible for benefits, shall not be permitted to bid on any positions, and shall not accumulate seniority. If employed in a classified position they shall be paid the probationary rate of pay. A separate wage scale established by the Company will be implemented for other positions.
- (C) **LOSS OF SENIORITY:** An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one (1) of the following reasons:
- (1) If the employee voluntarily quits.
- (2) If the employee is discharged for proper cause.
- (3) If the employee is laid off and fails to return to work within five (5) days after the Company has given notice for him to do so by telephone followed by registered mail to the employee's last known address.
- (4) If the employee is on continuous layoff for a period in excess of his accumulated seniority at the time of layoff, where the employee's accumulated seniority is less than twelve (12) months.
- (5) If the employee is on layoff for a period longer than twelve (12) consecutive months, where the employee's accumulated seniority is equal to or greater than twelve (12)

months.

- (6) Failure of an employee to report to work and return to work immediately following the conclusion of an approved leave of absence.
  - (7) If an employee is absent in excess of three (3) working days and fails to notify the Company of such absence, he shall be deemed to have voluntarily terminated employment with the Company except where he can prove communication with the Company was impossible.
  - (8) When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of illness or injury, it being understood that, by mutual agreement between the Employer and the Union, this period may be extended.
- (D) The Union recognizes that the Company is in the best position to assess the respective merits of competing applicants for a promotion, transfer, job vacancy, new position, re-established position, or other increase in the work force. Likewise, the Union recognizes that the Company is in the best position to determine which employee should be affected by a demotion, transfer, abolition of a position, or other decrease in the work force. In all such cases, preference will be given by the Company to the employee(s) with the greatest skill, ability or experience, as the Company deems appropriate in order to ensure the most efficient operation of the plant. In cases of relative equal skill, ability and experience, preference will be given to the qualified employee with the most seniority. Qualified means completion of applicable training period as specified in the standard hourly wage table. For jobs without specified training periods, plant seniority will prevail with regard to the provisions of this Section.

In situations where a decrease in the work force occurs and an employee is displaced, having bid up to a job with a higher or equal rate of pay, he shall be allowed to bump back to his previously held position if he has already completed at least fifty (50%) percent of the total training period established for that position and the efficient operation of the plant is not jeopardized.

- (E) The Employer will advise the employees by notice on plant bulletin boards of vacancies (excluding the position of Vice-Foreman). Where practicable for the Company, such notice will be given five (5) days prior to the occurrence of such vacancy. Applications in writing will be considered by the Employer for such openings. Should an applicant prove unsuccessful in qualifying for the new opening, he will be returned to his former classification with no loss of seniority. In addition, the employee shall have the right to return to his previous position within thirty (30) days without loss of seniority. In this event, the next most senior applicant shall be awarded the bid. All unsuccessful job posting applications will be discarded three (3) months past their closing date and the position re-posted.
- (F) In all cases of reduction of forces by layoff, the employees affected shall be notified by the posting of a notice of layoff in the plant with a copy submitted to the Union.

Employees with more than sixty (60) working days but less than two (2) years continuous service as of the date of the intended layoff shall receive seven (7) days notice.

Employees with more than two (2) years continuous service as of the date of the intended layoff will receive fourteen (14) days notice.

The above notice shall not be required with respect to temporary layoffs resulting from: 1) lack of work for a period of twenty (20) days or less; 2) breakdown of machinery, power disruption, or failure in supply of materials; 3) floods, fires, Acts of God or other circumstances unforeseeable or uncontrollable by the Employer; or 4) periods of recall shorter in time than the above mentioned notice periods of layoff.



(G) **SENIORITY LISTS:** The Company shall maintain a seniority list as follows:

(1) A Plant Seniority List - this list shall include the name, address, phone number, plant seniority date and job title for all employees occupying jobs covered by this Agreement and shall be revised quarterly. Copies will be supplied to the Union and posted on plant bulletin boards. 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.

(2) There shall be a thirty (30) day period from the date of posting these lists during which period requests for revision may be received. Any seniority standings which were not disputed and have not been changed within such period shall not be subject to protest, except for clerical inaccuracies which might happen from time to time.

(H) **TRANSFER TO NON-BARGAINING UNIT POSITION:** If an employee is transferred to a non-bargaining unit position, he will maintain the accumulated Company seniority for the purpose of returning to the Bargaining Unit.

(I) In the event of a layoff the Chief Shop Steward, during his term of appointment, will be retained in the employ of the Employer as long as there is work available for him which he is qualified to perform, regardless of his position on the seniority list.

(J) The Company may transfer an employee to any job on a temporary basis. An employee who is temporarily transferred from his regular job for more than an accumulated total of one (1) hour in any one (1) day shall be paid the standard hourly rate (or the applicable training rate) of the job to which he has been transferred, provided such a rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as the result of layoff, is less than the

rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. The word "temporary" in this Sub-Section (J) shall mean a period of up to one (1) month.

**LEAVE OF ABSENCE:**

**SECTION 18**

(A) Leaves of absence, without pay, for periods up to thirty (30) days, may be granted by the Employer to an employee for cause which the Company in its sole discretion deems reasonable. All requests for leaves of absence will be submitted in writing to the Plant Manager for its approval.

A leave of absence may be granted for a period greater than thirty (30) days by mutual agreement between the Company and the Union.

(B) **LEAVE FOR JURY SERVICE:** The Company shall pay an employee who is required for jury service or who is subpoenaed as a witness the difference between the amount of straight time earnings he would have received from the Company and the amount of pay received from the Court. In order to qualify for any compensation by the Company under this Section 18(B), the employee shall also present proof of service and the amount of pay received from the Court. However, the Company shall not be required to pay for time lapsed during a postponement or recess if the employee could have returned to work with the Court's consent.

(C) **BEREAVEMENT PAY:** In the case of death in the immediate family of an employee, the Company shall grant an employee a leave of absence with straight time pay based on the number

of regular working hours of such absence. The number of days leave granted shall be determined by the Company based on the time needed by an employee.

The maximum number of days pay granted shall be up to three (3) days pay for: wife, husband, mother, father, children, brother, sister, grandparents, brother-in-law, sister-in-law, mother-in-law and father-in-law.

Any such leave of absence must be arranged with the employee's foreman, if possible, or another Company representative. This provision shall apply if the employee attends the funeral or is required to take an active part in the estate arrangements of the deceased. The amount of leave to be granted under this Section shall be determined by the Company based on the time needed by an employee to attend the funeral or take an active part in estate arrangements. The provisions of this Section do not apply if at the time of bereavement the employee is absent from work due to sickness, accident, vacation, leave of absence, or other cause.

- (D) If the employee furnishes false information regarding a leave of absence request or fails to abide by the terms of the leave of absence, he shall be subject to discipline up to and including discharge.

Any employee who, while on leave of absence, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union shall be subject to discharge.

- (E) 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 Employer.

## **GRIEVANCE PROCEDURE:**

### **SECTION 19**

- (A) **COMMITTEEMEN AND STEWARDS:** A Chief Shop Steward and not less than two (2) nor more than five (5) additional Shop Stewards shall be appointed by the Union from among its members employed by the Employer. Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided.
- (B) A Shop Steward will be released from his regular work assignment for the investigation of grievances only. To provide a minimum of interference to production, the parties agree to the following rules of conduct for appointed Shop Stewards:
- (1) Shop Stewards will be released during working hours only for the investigation of grievances or to attend a meeting scheduled by the Company.
  - (2) If a Shop Steward wishes to be released to investigate a grievance he must receive permission from his foreman and advise his foreman of the nature and place of the grievance.
  - (3) Upon entering a department, other than his own, the Shop Steward will inform the foreman of the nature of the grievance he is investigating.
  - (4) It is mutually agreed that there will be no abuse or excessive use of the time spent investigating grievances.
- (C) **DEFINITION OF GRIEVANCE:** A grievance is defined as an alleged violation of a specific section(s) or sub-section(s) of this Agreement.

(D) **STEP ONE:** An employee who believes that he has a justifiable request or complaint will discuss the request or complaint with his foreman, with the assistance of a Shop Steward. The foreman shall state his decision or his refusal to make a decision in writing and submit same within two (2) working days or other time mutually agreed upon between the foreman and the employee.

**STEP TWO:** Should the employee be dissatisfied with the Company disposition of such complaint or request, he may refer such matter on a written form to management, who shall answer the grievance in writing within seven (7) calendar days or such longer period as may be mutually agreed upon between the Union and the Company. Such complaint form shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and the Union with respect to these provisions, and shall indicate the relief requested. The employee and the Shop Steward shall sign the grievance.

**STEP THREE:** If no settlement is reached in Step 2, Company and Union representatives will meet to discuss the complaint. The Company shall provide a written reply to the Union in answer to the grievance. If the grievance is not settled in Step 3 then at the written request of either party to this Agreement, and within the prescribed time limits, the grievance may be referred to arbitration.

(E) **GROUP GRIEVANCES:** The Union or the Company shall have the right to initiate a group grievance or a grievance of general nature at Step 3 of the Grievance Procedure. Any such grievances shall be in writing and shall identify:

- (1) the employees or group of employees affected;
- (2) the facts giving rise to the grievance;
- (3) the Agreement provisions alleged to have been violated;
- (4) the argument or position of the grieving party; and
- (5) the relief sought.

(F) **TIME LIMITS:**

- (1) Grievances must be submitted within ten (10) calendar days of the date the alleged dispute first arose or the grievance will be deemed for all purposes to be finally and conclusively abandoned.
- (2) Grievances not processed to the next stage within five (5) calendar days after reply has been given, shall be deemed for all purposes to have been finally and conclusively abandoned.

(G) The Shop Stewards provided for and mentioned in this Section 19 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, or be deemed to have, any other authority to act for or bind the Union.

(H) An employee who believes that his employment has been unjustly terminated, may file a grievance in writing at Step 3 of the Grievance Procedure.

## **ARBITRATION:**

### **SECTION 20**

(A) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the Company or the Union by written notice to the other shall have the right to place the dispute before an impartial arbitrator. Such notice must be given within ten (10) calendar days from the date of the Company's answer provided for in Step 3.

- (B) **PROVISIONS FOR SELECTION OF ARBITRATION:** Forthwith after receipt of such notice, the Company and the Union shall agree upon a person to act as arbitrator of the grievance. If the parties are unable to agree on a person to act as the single arbitrator either party may request the Minister in writing to appoint a single arbitrator.
- (C) **POWERS OF THE ARBITRATOR:** It shall be the function of the arbitrator to make a decision in cases of alleged violation of the specific section(s) and sub-section(s) of this Agreement.
- (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - (2) His powers shall be limited to deciding whether the Company has violated the express section(s) or sub-section(s) of the Agreement; and he shall not imply obligations or conditions binding upon the Company from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Company.
  - (3) The fees and expenses of the arbitrator shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## **STRIKES AND LOCKOUTS:**

### **SECTION 21**

The Company agrees that it will not cause or direct any lockout of its 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, in 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 this 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. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement, or because of any picket line, informational or otherwise.

## **PLANT VISITATION:**

### **SECTION 22**

Authorized representatives of the Union shall have access to the Company's premises, providing they do not cause workmen to neglect their work, and having first obtained clearance from the Company.

## **BULLETIN BOARDS:**

### **SECTION 23**

The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting

Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. Notices which are offensive to the Company will be removed by the Union at the request of the Company.

**SAFETY AND HEALTH:**

**SECTION 24**

- (A) The parties hereto recognize the importance of safety provisions in the plant for the welfare of employees and the protection of the Employer's property. The Employer 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 three (3) persons, who shall be employees of the Employer, selected by the Union, and an equal number of persons selected by the Employer. This Committee shall meet regularly on some one 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 condition that may exist. These recommendations are to be submitted to the employer 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.
  
- (B) The Company agrees to pay the full cost of approved prescription safety glasses, complete with protective side shields, to a maximum of one (1) pair per year. To qualify for this benefit, the employee must obtain a Company requisition from a Company official.
  
- (C) The Company shall supply each active employee with a pair of coveralls on a quarterly basis each year effective January 1st, 1998.
  
- (D) Effective April 1st, 1998, the Company shall provide an annual allowance of one hundred and thirty-five (\$135.00) dollars to each active employee for the purpose of approved safety boots.

**SAVING CLAUSE:**

**SECTION 25**

Any Federal or Provincial Legislation currently in effect and amendments made from time to time, shall be in effect for the duration of this Collective Agreement.

**INTERIM AMENDMENT:**

**SECTION 26**

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 this 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 procedure set forth in Section 20 of this Agreement.

**TERM OF AGREEMENT**

**SECTION 27**

This Agreement shall be effective from December 11, 1997 and will continue in effect through December 31, 2001, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party during the period beginning on October 1st and ending on November 30th of any year after 2000. During the period of negotiations for a renewal Collective Agreement, this Collective Agreement shall continue in full force and effect. This Contract constitutes the entire Agreement between the parties and supersedes and replaces all previous Agreements and practices both written and oral.

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

For:

For:

**SHOPMEN'S LOCAL UNION NO. 805  
of the INTERNATIONAL ASSOCIATION  
OF BRIDGE, STRUCTURAL, ORNAMENTAL  
and REINFORCING IRON WORKERS**

**IPSCO INC.**

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**PRESIDENT**

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**DON LINES, WORKS MANAGER,  
RED DEER**

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**RECORDING SECRETARY**

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**R. GRANT SHORTRIDGE, DIRECTOR OF  
PERSONNEL, TUBULAR PRODUCTS  
DIVISION**

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**UNION MEMBER**

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**UNION MEMBER**

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**A. HARRIS  
CORPORATE DIRECTOR  
OF PERSONNEL**

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UNION MEMBER

HANK BRAUN, GENERAL  
FOREMAN

**IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

**RE: RED DEER SENIORITY LIST**

The Company and the Union agree that the Seniority List dated September 27, 1988 hereby represents the order of seniority for the employees at the Red Deer Works.

Henceforth, the date and time of acceptance as stated on the document for an offer of employment shall determine the employee's seniority number.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1998



**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

**RE: SHIFT SCHEDULES**

It is understood and agreed by the parties that pursuant to the Union vote taken March 6, 1984 regarding shift schedules, all employees affected shall work shifts of eight (8) hours and thirty-five (35) minutes at regular straight time hourly rates with an additional twenty-five (25) minutes unpaid for lunch for a total of nine (9) hours on site.

The foregoing shall take effect at the commencement of the seven (7) day production schedule.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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DATED THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 1998.

**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

**RE: SIXTH - SEVENTH WORK DAYS**

It is understood and agreed by both parties that the Company shall have the right to implement shift schedules greater than five (5) days, such as a six (6) or seven (7) day work schedule, to be paid at straight time hourly rates. Overtime will be paid as stated in Section 8(F) of the Collective Agreement.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1998.**

**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

This will confirm the understanding reached in negotiations that, when an employee is required to get a signed document from the employee's personal doctor by either the Company or its Insurer that defines the employee's ability to return to work during and/or after medical absence, the Company shall reimburse the employee for any reasonable physician fee so incurred.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1998.**

**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

This will confirm the understanding reached during negotiations that, in the event the Ironworkers Shopmen's Pension Plan becomes of interest to the majority of the bargaining unit, the parties shall meet to discuss its possible implementation. This letter in no way obligates the Company to additional costs.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1998.

**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

This will confirm the understanding reached at negotiations that in the event of the permanent shutdown of the Red Deer Operations, the parties shall negotiate an orderly closure and suitable severance allowance.

**SIGNED ON BEHALF OF THE  
COMPANY:**

**SIGNED ON BEHALF OF THE  
UNION:**

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1998.

**LETTER OF UNDERSTANDING  
BETWEEN  
IPSCO INC.  
AND  
SHOPMEN'S LOCAL UNION NO. 805 OF THE  
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRON WORKERS**

**RE: TWELVE (12) HOUR SHIFT SCHEDULES**

**Implementation and Application**

This Agreement sets out the conditions which shall apply for the institution of Twelve (12) Hour Shift Schedules.

It is understood and agreed that the provisions of this Agreement shall only apply to the Twelve (12) Hour Shift Schedules.

A Department Shift/Overtime Committee shall determine the shift schedules to be worked and failure to agree upon a shift schedule will result in a reversion to the provisions under the basic Agreement. The Company's right to implement shift schedules and the Union's right to grieve shall not be inhibited by this Agreement.

This Agreement may be terminated within seven (7) days upon receipt of written notice by either party. For the purposes of this Agreement, the implementation or termination of a twelve (12) hour work schedule shall not result in the payment of any overtime hours or any other premiums which would otherwise be applicable.

This Agreement shall apply to a Four (4) Shift Twenty-One (21) Hour Turn Operation only.

**Definition of a Day for Hours in Excess of Eight (8) Hours**

A day is a twenty-four (24) hour period beginning with the start of the employee's shift. The basic work day shall consist of consecutive hours established under this Agreement, broken only by the established lunch periods.

**General Provisions**

1. Overtime

- (i) The Departmental Shift/Overtime Committee or Vice-Foreman will deal with any overtime problems within their respective departments as they occur.

Any employee willing to work on his designated dead shift will place his name on a list provided for such purpose on a month- to-month basis. On a bi-weekly basis, employees willing to work overtime will place their names on an overtime list. Failure to obtain satisfactory lists shall result in the lists being forwarded to the Departmental Shift Overtime Committee or Vice-Foreman to obtain mutually agreeable lists for coverage. Inability to obtain necessary personnel for coverage will result in the termination of this Agreement.

Employees making this commitment must be available from two (2) hours prior to start of the shift(s) to one (1) hour following the start of the shift(s) they have

indicated, so that they may be called if necessary. An employee unavailable when contacted or refusing to report shall be treated in the same fashion as an employee failing to report on his regular shift.

Employees staying beyond their shift may stay up to a maximum of sixteen (16) hours worked for that day. Upon the request of the employee, the Supervisor and the employee will make every effort to find another employee willing to work overtime.

- (ii) Overtime resulting from absenteeism, where an employee is called in off-shift, shall be paid on a prorated basis.

<u>Shift (Hours)</u>	<u>Overtime Rate</u>
12	1.667

- (iii) For the purpose of this Article, absenteeism includes all absenteeism which occurs between the posting of a schedule and the posting of the next. The Company will fill longer term absences through the normal scheduling procedures at the first schedule to be posted after the initial lost shift. Exceptions to this shall be absences due to annual vacations.

- (iv) Employees staying beyond their normal shift shall be paid at the rate of one and one-half (1-1/2) times the standard hourly rate for their first two (2) hours and two (2) times the standard hourly rate for all hours worked thereafter.

- (v) Employees committed to work the designated dead shift must work the entire shift as scheduled.

- (vi) The dead shift will be designated by the Departmental on the Shift/Overtime Committee Twelve (12) Hours Schedule - the "14th shift". Payment for such dead shift will be comprised of a combination of straight time and/or applicable overtime rate in accordance with the designed scheduled twelve (12) hour schedule - the first four (4) hours at straight time and the last eight (8) hours at one and one-half (1-1/2) times the standard hourly wage rate.

**2. Changes in Shift or Schedule and Rate of Pay for Twelve (12) Hour Shift Schedules**

- (i) In the event that an employee is changed from one shift or schedule to another, either by a change in work schedule or by promotions or demotions in the lines of progression, he shall work the schedule he has been changed to for his regular straight time hourly rate, but he shall not work more than one hundred and sixty (160) hours in any twenty-eight (28) day period. Applicable overtime rates for shift changes shall be paid for all hours worked over one hundred and sixty (160).

**3. Paid Holidays**

- (i) Where a paid holiday falls on a scheduled shift, an employee may request that day off, provided that application is made at least seventy-two (72) hours in advance of the holiday. The Company will advise when paid holidays are to be worked at least seventy-two (72) hours in advance of the holiday. The Company will make an effort to replace the employee requesting the holiday off.
- (ii) Where a paid holiday falls on an employee's day off or scheduled day of work and the employee does not work on that holiday:
  - (a) the employee shall be paid a sum equal to eight (8) hours straight time

pay.

- (iii) An employee who works on his day off on any of the listed paid holidays shall be paid at the rate of two (2) times his standard hourly wage rate for the normal duration of his shift in addition to his pay for the listed holidays.
- (iv) Where a paid holiday falls on an employee's scheduled day of work and he works:
  - (a) an employee shall be paid a sum equal to his standard hourly wage rate for the normal duration of his shift (twelve (12) hours for a twelve (12) hour shift.); and
  - (b) the employee shall be paid on a prorated basis for all hours worked on that paid holiday. For example:

<u>Shift (Hours)</u>	<u>Overtime Rate</u>
12	1.667

4. **Probationary Period**

Probationary period for the purpose of computation to comply with shift schedules in excess of eight (8) hours shall be four hundred and eighty (480) straight time hours.

5. **Vacations**

The use of shifts in excess of eight (8) hours will, if necessary, mean an employee will work some weeks in excess of forty (40) hours and some less averaging out at approximately forty (40) hours duration. Consequently, a vacation week will be calculated to be of forty (40) hours duration.

Section 9(F):

"..... should any of the above-mentioned holidays fall on an employee's scheduled day off, he shall be granted one (1) extra day without pay on his annual vacation."

6. **Lunch Periods**

- (i) For a twenty-four (24) hour continuous shift operation, there will be an uninterrupted one-half (1/2) hour, paid lunch break to be scheduled between the fourth and eighth hours of the shift.

7. **Shift and Weekend Premiums**

- (i) Night shift premiums for twelve (12) hour shifts = fifty (\$0.50) cents per hour.

8. **Bereavement Pay**

Employees on an approved bereavement leave will be paid up to a maximum of three (3) day's pay, as per the Collective Bargaining Agreement.



9. **Weekly Indemnity**

Weekly Indemnity will commence after the appropriate twelve (12) hour shifts.

**REVISED MARCH 17, 1995**

**SIGNED ON BEHALF OF THE COMPANY:**

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**SIGNED ON BEHALF OF THE UNION:**

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**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.**