

Collective Agreement

between

Weldco Heavy Industries Ltd.

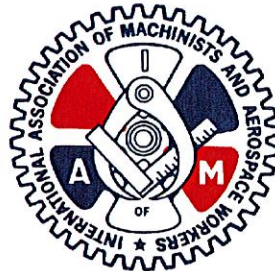
in the province of Alberta
(hereinafter referred to as the Company)



and

**International Association of Machinists
and Aerospace Workers**

Local Lodge 99
(hereinafter referred to as the Union)



Effective January 14, 2020 to December 31, 2021

Ratified January 16, 2020

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ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement:
- a) To recognize mutually the respective rights and functions of each other.
 - b) To provide and maintain working conditions, hours of work, wage rates and benefits outlined in this agreement.
 - c) To establish a prompt procedure for the disposition of grievances.
 - d) To promote a positive attitude towards productivity and profitability.
 - e) To maintain a safe work environment for both Employer and Employees.
 - f) Generally, through the administration of all the terms and provisions of this Agreement, to develop and achieve a relationship among the Union, the Employer and the Employees which will be conducive to their wellbeing.

ARTICLE 2 – RECOGNITION OF UNION AND MANAGEMENT’S RIGHTS

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all Employees in the bargaining unit described in the Certificate Number 23-2019 from the Labour Relations Board dated February 22, 2019 (File Number: CR-05472 and BR-18210).



C E R T I F I C A T E

Issued pursuant to the Labour Relations Code

International Association of Machinists and Aerospace Workers, Local Lodge No. 99

is certified as the bargaining agent for a unit of employees of

Weldco Heavy Industries Ltd.

described as

All employees except office and sales personnel.

*Nancy E. Schlesinger, Vice Chair
Alberta Labour Relations Board*

File Number: CR-05472
BR-18210

Certificate Number: 23-2019

February 22, 2019

2.02 Reservation of Management Rights:

- a) The Union recognizes the rights of the Company to promote, demote, transfer, hire, suspend, classify, discipline, discharge and change work assignments subject to the provision of this Agreement.
- b) The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement.
- c) The Company also reserves the right to supplement and alter from time to time rules and regulations to be observed by the Employees, said rules and regulations not being inconsistent with the provision of the Agreement. Said rules and regulations shall be posted.

2.03 Employees outside the bargaining unit shall not perform bargaining unit work, except in case of instruction or emergency. Emergency shall be defined for these purposes as work that is short-term, urgent, unscheduled and unpredictable such as dressing clams/backwalls or dipper assemblies that is required on short notice by clients.

ARTICLE 3 – SENIORITY

3.01

- a) Seniority shall be considered as time worked in the bargaining unit. Seniority shall be maintained and accumulated while on approved leave.
- b) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probationary period to continue for one hundred and twenty (120) calendar days during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of four (4) months employment, they shall then be entitled to seniority dating from the day on which they entered the Company's employment.

3.02 In determining an Employee's length of service for seniority and employment purposes, total service shall be computed from the most recent date of employment.

3.03 In the event of a seniority tie, the Employee with the lowest RES number will be considered the more senior of the two.

3.04 In cases of decrease of workforce, seniority shall prevail provided Employee(s) to be retained by reason of seniority are qualified to perform the work available. When calling Employee(s) back to work after a lay-off, the Company shall recall

laid-off Employee(s) according to their seniority and the principle of last man off, first man on, provided the Employee(s) are qualified to perform the work available. Contact is to be made by text or email or personal phone call with the Employee.

3.05 Employment and seniority shall both terminate when:

- a) An Employee voluntarily leaves the Company's employment. This includes cases where an Employee is absent from work for three (3) working days without reporting regularly to their Direct Supervisor. Extenuating circumstances may be considered.
- b) An Employee is discharged for cause and the decision is not reversed by the procedure set forth in this Agreement.
- c) Twelve (12) months have elapsed since the Employee was laid off or the Employee has agreed to accept termination pay and waived their right to recall in writing including by email.
- d) An Employee who has been laid off fails to accept a long-term recall (i.e. fourteen (14) days or longer) within five (5) calendar days and return to work within eight (8) calendar days of the request.
- e) An Employee fails to report for work at the termination of a leave of absence, furlough or vacation, unless prevented from doing so by a reason satisfactory to the Company.
- f) An Employee on approved leave of absence for more than twelve (12) consecutive months fails to return to duties. However, it is agreed, that the Company and the Union, by mutual agreement, may make exception to the seniority provisions of the Agreement in favour of an Employee who has suffered a major disability.

3.06 Employees who accept positions with the Company which are outside the bargaining unit shall maintain their accumulated seniority but will not accrue additional seniority as long as they return to the bargaining unit within six (6) months.

3.07 The Company, in the event that a new job is created or a job vacancy occurs, will post notice that a vacancy exists. Employees desiring the posted job shall apply in writing within fourteen (14) working days. Preference will be given, whenever possible, to those currently employed based on their working ability, qualifications and seniority with the Company.

3.08 Severance pay will be paid when and as required by the *Employment Standards Code*.

ARTICLE 4 – UNION REPRESENTATION

- 4.01 The Company agrees to recognize one (1) duly appointed or elected Steward for each of the four (4) working shifts and one Chief Steward. In their absence, the Union may appoint a substitute Steward for the duration of the absence. The Union will provide to the Company an updated list of Stewards and substitute Stewards quarterly.
- 4.02 The Union Business Representative shall be allowed reasonable access to the branch Shop Steward on Company premises during working hours for a period not to exceed half (1/2) an hour provided prior approval has been received from the Branch Manager or his designate. Any site visits are subject to the requirements of the site owners.
- 4.03 Union activity on the premises will be limited to non-working hours such as breaks and lunches and will require prior management approval.
- 4.04 All employees covered by the terms of this Agreement who are now or hereafter become members of the Union shall be required as a condition of employment to maintain their membership in the Union.
- 4.05 The Employer agrees to deal only with the Business Representative of the Union in matters relating to changes of any terms or conditions of the Agreement.
- 4.06 The Union shall elect, and the Company shall recognize, three (3) members covered by this agreement as the Negotiation Committee.
- 4.07 Around the 15th of January and the 15th of July of each year, the Company will provide to the Union office an up to date seniority list including job classifications. The list will also be posted on the shop bulletin board.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 The Union agrees to adhere to the provisions contained herein for the settlement of grievances and for the duration of the Agreement will not authorize, assist or support any strike, slow-down, sit-down or stoppage of work within the Company for any cause. Participation in any strike, slow-down, sit-down or stoppage of work within the Company brought about either by action of the Union in violation of this Agreement or by individuals or groups without Union authority shall be just cause for dismissal by the Company of any or all participating Employees.
- 5.02 The Company, on its part, agrees to adhere to the provisions herein for the settlement of grievances and will not engage in any lock-out of Employees for the duration of this Agreement.

ARTICLE 6 – PROBATION

- 6.01 New employees will be hired on a 120-calendar day probation period during which they can be discharged from employment in the complete discretion of the Employer. They may file a grievance concerning their discharge, but it may not be advanced beyond Step 2 of the Grievance Procedure and shall not be Arbitrable.

ARTICLE 7 – DUES CHECK-OFF

- 7.01 The Company will deduct Union dues from the wages of all Employees who come under the terms of this Agreement and will remit these dues to the Financial Secretary of the Union by the 15th of the following month. The Employees and Union further agree that the Employer will be saved harmless from any liability for making those deductions and remittances. Such dues will be remitted with a typewritten list of those Employees who have had dues deducted. Upon written authorization from an Employee, the Company will also deduct and remit initiation and reinstatement fees. Forms for this deduction to be provided by the Union. The total amount of dues deducted and remitted to the Union throughout the year, less any deductions for initiation or reinstatement fees, shall be indicated on the T4 slips.

ARTICLE 8 – WAGES AND CLASSIFICATION

- 8.01 Wage schedules applicable to various classifications are as set forth in the attached Wage Schedule under Clause 25.
- 8.02 If a new job classification is instituted the Employer and the Union shall meet to establish the rate of pay.
- 8.03 If any Employee is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 The regular work week shall consist of 40 hours at straight time Monday to Friday. Employees will be paid overtime at the rate of one and one half (1.5) times the Employee's regular rate of pay for all hours worked in excess of eight (8) hours daily and forty (40) hours weekly.
- 9.02 Continuous Shift: The Employer will continue its schedule of 14 days on and 14 days off with 12-hour workdays. Hours will be averaged over the 4-week period of the rotation. In such cases, overtime at the rate of one and one half (1.5) times the Employee's regular rate of pay shall be paid for all hours worked in excess of 12 hours daily and 168 hours over the 4-week cycle.

- 9.03 The Employer may schedule alternative shift schedules when required to match a customer's shifts such as field work. They may also schedule other shifts as mutually agreed to with the Union.
- 9.04 The Employer's work week begins on Monday at 6.00 a.m.
- 9.05 Employees will receive night shift premium for any shifts where the majority of hours of work fall within 6.00 p.m. to 6.00 a.m. at the rate of \$3.00 per hour.
- 9.06 Employees who rotate on a continuous shift will receive a shift premium for all hours worked on that shift at the rate of \$3.25 per hour worked.
- 9.07 Overtime will be applied to a shift premium only if the overtime occurs for work which is an extension of a shift in which the shift premium is being applied.
- 9.08 Employees assigned by the Employer to work in the field shall be paid a field premium for all hours worked while so assigned at the rate of \$3.00 per hour.

ARTICLE 10 – REST PERIODS

- 10.01 There will be two (2) rest periods of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon. There will be a one-half (0.5) hour paid meal break daily.

ARTICLE 11 – VACATIONS AND VACATION PAY

- 11.01 Full time Employees working a Monday to Friday schedule, after one year of continuous service, shall be entitled to the following vacation periods:

- 1 to 2 years service – 80 hours
- 3 to 6 years service – 120 hours
- 7 to 13 years service – 160 hours
- 14 years and after – 200 hours

Employees working a compressed schedule (14 & 14) after one year of continuous service will earn vacation time and pay as follows:

- Up to 2 years – 4% (84 hours)
- 3 to 6 years – 6% (126 hours)
- 7 to 13 years – 8% (168 hours)
- 14 years and after – 10% (210 hours)

- 11.02 Vacation Pay and statutory holiday pay shall be paid to Employees on each pay cheque.

11.03 The Employer will approve vacation request if the total number absent will be 10% or less of the total scheduled workers on that shift. There will ordinarily be no more than 10% of the work force off at any one time.

11.04 Vacation request submitted prior to November 30th for the following year will be governed by seniority preference. All such vacation requests will be responded to by December 31st of that year. Vacation requests submitted after November 30th will be considered on a first come first serve basis, and those vacation requests will be responded to within 30 days of the request.

ARTICLE 12 – STAT HOLIDAYS AND PAY

12.01 The Employer will honour the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

12.02 Holiday pay will be paid in accordance with the *Employment Standards Code* as amended from time to time.

ARTICLE 13 – LAYOFFS

13.01 The Employer agrees to notify the Union office and Union Representatives of the names of Employees laid off, together with the Employee's classification and latest available phone number.

13.02 The Employer will not be required to give notice of lay-off in the following circumstances:

- a) When an Employee has been employed for 90 days or less.
- b) When an Employee is employed for a definite term or task for a period not to exceed 120 days which has come to an end.
- c) When the contract of employment has become impossible to perform by reason of unforeseeable or unpreventable causes beyond the control of the Employer such as when equipment failure, shortage of material or other reasons beyond the control of the Employer cause a stoppage of operation.

13.03 When an Employee is laid off, he/she shall be notified at least 2 hours prior to the end of their shift. This time shall be paid to the Employee, for the purposes of clean up, at applicable rates.

ARTICLE 14 – UNION/MANAGEMENT RELATIONS

14.01 A Safety and Health Committee shall be maintained which complies with the requirements of the Occupational Health and Safety Act (OHS) as amended from time to time.

ARTICLE 15 – LIVING ACCOMMODATIONS

15.01 Current Employees who are not residents in the R.M. of Wood Buffalo will be provided accommodation by the Employer. They will have the option of using transportation provided by the Employer from Fort McMurray to the shop and will receive a \$250.00 a month transportation allowance. Employees staying in Employer provided accommodations in Fort McMurray will receive a meal allowance of \$300.00 per month which will be reduced on a pro-rata basis for time they are absent during their scheduled shifts in the month.

15.02 Current Employees who are residents in the R.M. of Wood Buffalo and who did not inform the Employer before June 14th, 2019 that they would be moving into Company provided accommodations will receive \$12.50 per hour for every hour worked to a maximum of \$2,100.00 per month as an accommodation allowance.

15.03 New hires will be chosen on the basis of either being local or fly in or fly out and in the latter case they will be provided with Company accommodation.

15.04 All Employees will be allowed to change their choice of whether to stay in Company provided accommodations once annually with notice of their election provided at least 30 days before lease renewals on July 30th.

ARTICLE 16 – HEALTH AND WELFARE PLAN

16.01 In order to protect the Employees and their families from the financial hazards of illness the Employer and the Union agree to continue enrolment in the Manulife Benefit Plan. The premiums associated with the long-term disability (LTD) portion of this plan will be paid by the Employee by way of payroll deduction.

16.02 The Health and Welfare Plan will have the same or equivalent benefits as those described in the Manulife booklet given to the Union during this round of negotiations (2019/2020).

ARTICLE 17 – GROUP RRSP

17.01 Employees may choose to contribute 3% of the Employee's base wage for all hours worked on a monthly basis to a group RRSP plan at a financial institution designated by the Employer. The Employer will match those contributions to a maximum of 3%.

ARTICLE 18 – TOOLS

18.01 The Employer will furnish all power tools and equipment required to perform daily tasks. Employees are responsible for the tools and equipment issued to them. Improper use of Employer tools may result in disciplinary action.

ARTICLE 19 – PROTECTIVE EQUIPMENT (PPE)

19.01 Employees will wear safety hats and other protective equipment (PPE) or clothing if required in their duties as provided by the Employer. Employees are responsible for obtaining and maintaining their own safety footwear. The Employer will reimburse Employees, after the submission of receipts, for up to \$200.00 per annum for Company approved safety boots. If an Employee can show that a difficult work environment caused him to wear out his boots within the year then he will be able to accelerate the allowance earlier than the start of the next year.

19.02 All protective equipment remains the property of the Employer.

19.03 All necessary safety equipment provided by the Employer, including fire retardant coveralls, and hard hat liners, safety glasses (non-prescriptive), hard hats, ear protectors, and gloves which are worn out will be replaced by the Employer. All such worn out equipment is the property of the Employer and must be returned to the Employer.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Employees will be entitled to the leaves of absence outlined in the *Employment Standards Code* as amended from time to time.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01 The Employer and the Union both agree that the settlement of any complaint or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between Employee and his immediate Supervisor prior to submitting a written grievance.

21.02 A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy

grievance. Any Union policy grievance will be processed by the Business Representative and shall be submitted to the Employer under Step 2 of the grievance Procedure. A "Group Grievance" is defined as a single grievance signed by a Business Representative on behalf of a group of Employees who have the same complaint.

21.03 Unless an individual, group or policy grievance is presented within ten (10) days from the date when the cause for the grievance was first discovered the grievance is waived and the Employee, Union or the Employer shall not be permitted to present the same thereafter.

21.04 Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:

Step 1. If the verbal complaint is not satisfactorily resolved in discussion between the Employee and his immediate Supervisor, it shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in Clause 21.03. A decision will be forwarded to the Union within ten (10) working days of receiving the grievance.

Step 2. If the grievance is not satisfactorily resolved in Step 1 within twenty-eight (28) days, the Union shall submit to the General Manager a request to hold a meeting between the Business Representative and the General Manager to hear the grievance. A full hearing of the grievance will be held within twenty-eight (28) days of receiving written request to do so. A decision will be forwarded to the Union within twenty-eight (28) working days of the hearing. If the decision is unsatisfactory to the Union, the grievance may be submitted to Arbitration. Notice must be given in writing within sixty (60) days of receiving the written reply from the Employer.

21.05 The time limits expressed in the foregoing shall exclude Saturdays, Sundays designated Holidays and normal time off, and they are mandatory. If a grieving party does not advance the grievance within the time limits specified, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure will be terminated. If the responding party does not respond to the grievance when required to do so in Step 2, the grievance may be advanced to arbitration. The time limits in this Article may be extended only through the written agreement of both parties.

ARTICLE 22 – ARBITRATION

- 22.01 If the parties fail to settle a grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration to the following procedure:
1. The party referring the matter to arbitration must serve the other party with written notice within 60 days after receiving the decision given at Step 2 of the Grievance Procedure.
 2. If notice of desire to arbitrate is served the two parties will meet within seven days of service to mutually agree upon a single Arbitrator to hear and decide the matter.
 3. If the parties fail to agree to the name of a single Arbitrator within seven days of service as aforesaid, either party may request Alberta Mediation Services to appoint a single Arbitrator.
- 22.02 If the two parties agree, they may substitute an Arbitration Board in the place of a single Arbitrator. In that event, the parties will each then nominate a nominee within seven days of the failure to refer the matter to an agreed upon single Arbitrator and will notify the other party of the name of the aforesaid nominee. The two nominees so appointed shall then attempt to select, by agreement, a Chair for the Arbitration Board. If they are unable to agree upon a Chair within seven days of their appointment, either party may request the Director of Mediation Services to appoint an impartial Chair.
- 22.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair of the Arbitration Board governs.
- 22.04 Each of the parties to this Agreement will bear the expense of the nominee appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

ARTICLE 23 – DISCHARGE

- 23.01 Subject to Article 6.01, an Employee may be discharged by the Employer for just cause:
- a) In the event of an Employee being suspended or discharged, the Company shall notify the Employee concerned and the Union Shop Steward in writing, indicating the reasons for the said suspension or discharge. Such an Employee will have the right to confer with the Shop Steward for a period not to exceed thirty (30) minutes prior to leaving the Company's premises.

- b) An Employee will be entitled to have a Shop Steward present, if requested, when being presented with any discipline that will be noted in his/her file or in any meeting that could lead to disciplinary action.

23.02 Employees accompanied with a Steward, and with written notice to HR, will be allowed to review their files annually and at the point of grievance. Personnel files shall be complete, and Employees shall be allowed to require Human Resources to purge all disciplinary documents that are in their personnel file which are older than 18 months, provided there has been no discipline in the meantime.

ARTICLE 24 – GENERAL

24.01 Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.

24.02 This Agreement may not be modified in any respect except in writing duly executed by the parties and no modification or amendment of any term, provision, or condition of the Agreement will be binding or enforced unless executed in writing by them.

ARTICLE 25 – WAGE AND PREMIUMS TABLES

Wages

CLASSIFICATION	BASE RATE	Effective January 1, 2020 or date of acceptance whichever is later 1.5 % increase	Effective January 1, 2021 2.0% increase
Journeyman Welder, Fitter, Machinist, Maintenance Technician, CWB Level II Inspector	43.67	44.33	45.22
Apprentice III (90%) (3 rd year in a 3-year program or 4 th year in a 4-year program)	39.30	39.90	40.70
Apprentice II (80%) (2 nd year in a 3-year program or 3 rd year in a 4 year- program)	34.94	35.46	36.18
1 st Year Apprentice I (65%)	28.39	28.81	29.39
Brake Press and Burn Table (Machine Operator II)	41.32	41.94	42.78
Labourer III (Painter)	34.31	34.82	35.52
Labourer II (Mijack Operator)	32.67	33.16	33.82
Shipper Receiver/Parts Person	32.67	33.16	33.82
Tool Crib	32.67	33.16	33.82
Labourer I (Sandblaster)	28.38	28.81	29.39
Janitorial	20.00	20.30	20.71

Premiums

Field premium	\$3.00 per hour for all hours worked
Leadhand premium	\$4.50 per hour for all hours worked
Logistical Leadhand	\$2.50 per hour for all hours worked
Living Out Allowance (RM of Wood Buffalo residents only)	\$12.50 per hour for all hours worked
Continuous Shift premium	\$3.25 per hour for all hours worked
Night Shift premium	\$3.00 per hour for all hours worked
Travel Allowance	\$250.00 per month

ARTICLE 26 – LEADHAND

- 26.01 Leadhands are Employees who are selected to take the lead and to provide guidance and assistance to other Employees in their department, on their shift or in their job classification. Leadhands will generally continue to perform the regular duties of their job classification. Leadhands may delegate, coordinate and monitor work, but shall not be required to discipline Employees. No apprentice shall hold a Leadhand position.
- 26.02 Appointment of Leadhands: The Employer shall determine if and when it needs Leadhands, how many and in which areas of work. The Leadhand position shall be posted and awarded in accordance with Clause 3.07 with final decision at the discretion of the Company. The Employer may end a Leadhand position if the Employee is not successful in the position or when there is no longer a need for the position.
- 26.03 Payday shall be every second week on Friday. Any errors or omissions shall be corrected, once discovered and verified, as soon as possible, in any case not longer than the next scheduled payday provided the Employer is notified in time to meet the payroll cut-off time and date. Any overpayments will be repaid through a repayment schedule which shall not exceed 15% from the total gross of any but the last pay cheque.

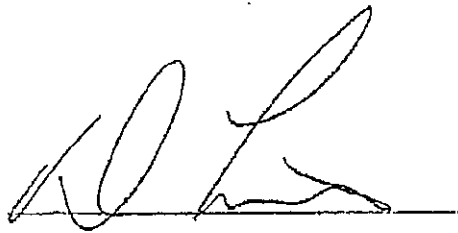

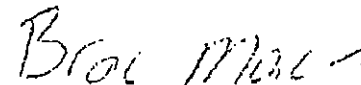
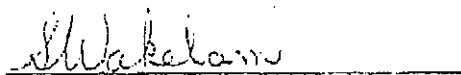
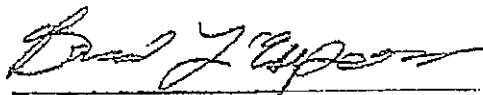
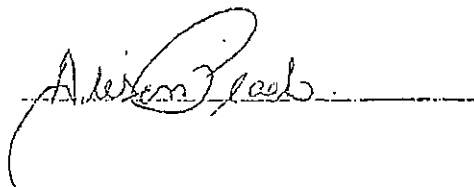
ARTICLE 27 – DURATION OF AGREEMENT

27.01 This Agreement shall be in effect from January 14, 2020 until December 31, 2021 and for further periods of one year, unless notice is given by either party of the desire to delete, change or amend any of the provisions contained herein, within the period of 120 to 60 days prior to the renewal date. Should neither of the parties give such notice, this Agreement will automatically renew for a period of one year.

DATED at Edmonton, Alberta, this 16th day of January, 2020.

FOR THE COMPANY
Weldco Heavy Industries Ltd.

FOR THE UNION
International Association of
Machinists and Aerospace Workers,
Local Lodge 99


Ron Fontaine, Grand Lodge Represent
Jim Patterson, Business Representative
Broc MacWhirter
Brad l'esperance