

**COLLECTIVE
BARGAINING
AGREEMENT**

Between:

Oerlikon Metco (Canada) Inc.



And:

Unifor Local 530-A



**FORT SASKATCHEWAN, ALBERTA
Effective April 1, 2020 – March 31, 2023**

ENVIRONMENTAL, HEALTH & SAFETY AWARENESS

The Company and the Union are committed to maintaining the health and safety of people affected by its operations and products and protection of the environment.

This commitment will be achieved by:

- Managing safety, health and environmental risk of all its activities;
- complying with or exceeding legal requirements;
- informing the people who handle or use our products about their safe use;
- understanding the risks associated with our business activities; and
- providing the resources to ensure full compliance.

The purpose is to foster better understanding by all employees of the environmental, health and safety objectives of the Company.

TABLE OF CONTENTS

DEFINITIONS - IN THIS AGREEMENT	2
ARTICLE NO. 1 - SCOPE	3
ARTICLE NO. 2 - RECOGNITION.....	3
ARTICLE NO. 3 - CO-OPERATION.....	3
ARTICLE NO. 4 - UNION SECURITY	4
ARTICLE NO. 5 - REPRESENTATION	5
ARTICLE NO. 6 - HOURS OF WORK.....	5
ARTICLE NO. 7 - OVERTIME AND OTHER ALLOWANCES	6
ARTICLE NO. 8 - PAID HOLIDAYS.....	8
ARTICLE NO. 9 - GRIEVANCE PROCEDURE.....	9
ARTICLE NO. 10 - ARBITRATION	10
ARTICLE NO. 11 - ANNUAL VACATION	11
ARTICLE NO. 12 - EMPLOYEE BENEFITS.....	13
ARTICLE NO. 13 - SENIORITY	15
ARTICLE NO. 14 - WAGES AND CLASSIFICATIONS	17
ARTICLE NO. 15 - LEAVE OF ABSENCE	18
ARTICLE NO. 16 - SAFETY AND HEALTH	19
ARTICLE NO. 17 - TRAINING & EDUCATIONAL ASSISTANCE	20
ARTICLE NO. 18 - TERMINATION	21
SCHEDULE "A"	22
APPENDIX I	24
APPENDIX II	25
APPENDIX III	29
LETTER OF UNDERSTANDING NO. 1	30
LETTER OF UNDERSTANDING NO. 2	32

COLLECTIVE BARGAINING AGREEMENT

Made this 10th day of March, 2020

Between:

Oerlikon Metco (Canada) Inc. having offices at Fort Saskatchewan, Alberta, and herein acting with respect only to its Fort Saskatchewan plants (hereinafter called the "Company").

And

Unifor, Local Union No. 530A, Fort Saskatchewan, Alberta (hereinafter called the "Union").

Witnesseth That:

Whereas the Company and the Union have met and have agreed to an extension of the existing Collective Bargaining Agreement between the Parties, and

Now therefore, in consideration of the mutual covenants herein entered into and for other good and valuable considerations.

It is hereby agreed that the Collective Bargaining Agreement between the parties made this day March 10th, 2020 will extend the Agreement dated April 1, 2020 up to and including March 31st, 2023.

If agreement is not reached, provisions of Article 18.4 will apply.

This agreement is based upon mutual understanding that profitability is the best protection of our jobs, benefits and livelihoods. To this end, the Company and the Union agree to cooperate fully in ensuring greater productivity and competitiveness by improving, wherever possible, the flexibility and efficiency of the work process.

DEFINITIONS - IN THIS AGREEMENT

COMPANY means - Oerlikon Metco (Canada) Inc. located at Fort Saskatchewan, Alberta.

UNION means – Unifor, Local Union No. 530A, located at Fort Saskatchewan, Alberta.

EMPLOYEE means - a person included within the scope of this agreement.

PLANTS means - the buildings, fixtures, implements, machinery, equipment, apparatus and grounds of the “Company” used in carrying on industrial processes at Fort Saskatchewan.

DAY OF REST means - a calendar day in which an employee is not scheduled to work.

PROBATIONARY EMPLOYEE - is an employee who has not established Company seniority. Notwithstanding anything contained elsewhere in this Agreement, a probationary employee may be laid off or discharged by the Company and such lay-off or discharge shall not be subject to the Grievance Procedure.

REGULAR EMPLOYEE - is an employee who has established Company Seniority.

STUDENT EMPLOYEE –Students may be hired during the summer season for periods not to exceed five (5) months to do labour projects. Students will not be considered regular employees and will not perform normal collective bargaining unit work. Students shall not acquire any type of seniority and cannot replace full time or laid off employees that are on recall. Student employees must be enrolled in high school or a post secondary institution to be considered for summer employment. Student employees will pay union dues to the local at the rate established in the agreement. Students will not be eligible for the company benefit and pension plans. Student employees will be paid at a rate equal to 75% of wage scale one (1) of the Collective Agreement.

Article No. 1 - SCOPE

This Agreement covers all production and maintenance employees of the Company's operations at Fort Saskatchewan, excluding inspectors, office staff, sales staff, security guards and those employees exercising managerial functions.

Article No. 2 - RECOGNITION

Consistent with the terms and conditions of this Agreement:

- 2.1** The Company recognizes the Union during the life of this Agreement as the exclusive bargaining agent of the employees for purposes of Collective Bargaining in respect to wages, hours, benefits, seniority, grievance procedure, and such other working conditions as are included in this Agreement.
- 2.2** The Union recognizes the right of the Company to manage the plant in all respects, including, but not limited to:
- (a) Directing the working forces including the right to hire, promote, transfer, demote, discipline, suspend, or terminate the employment of any employee for any just cause.
 - (b) Determining or changing the hours of work and work assignments.
 - (c) Selecting and scheduling the materials to be handled, processed or manufactured.
 - (d) Making and altering from time to time, the rules and regulations to be observed by the employees.
- 2.3** The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. For complete policy details refer to the Oerlikon Metco Employee Handbook.

Article No. 3 - CO-OPERATION

- 3.1** The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.
- 3.2** The Union agrees that neither the Union nor any representative of the Union will in any way authorize, encourage, condone, or participate in any strike, walkout, suspension of work, or slow down on the part of any employee, or group of employees, during the life of this Agreement.

- 3.3** There shall be no discrimination, intimidation, interference, restraint, coercion, nor attempted coercion, by or on behalf of the Company, nor by or on behalf of the Union, its members or agents, with respect to any employee.
- 3.4** The Company agrees that the Union may post notices pertaining to local Union business in the plant on the notice boards supplied by the Company for such purposes.
- 3.5** The Company agrees to notify the Union, in writing, of the reason for discharge of any employee: any discharge may be discussed and dealt with under the Grievance Procedure if notification is received by the Company within thirty (30) calendar days from the date of the Union's receipt of the discharge notification. The Arbitration Board shall have the authority to decide the amount, if any, of lost wages to be reimbursed.
- 3.6** The Company will include an information package prepared by the Union as part of the Company orientation program for each new Bargaining Union employee.
- 3.7** The Union agrees not to disclose to anyone, except an officer of Oerlikon Metco or a person authorized by Oerlikon, confidential information relating to any operation or development of Oerlikon not known to the public through publications or issued patents.
- 3.8** The Company and Union agree to meet to discuss issues relating to contractors.
- 3.9** The Company and the Union have agreed to contribute jointly to the Unifor Humanitarian Fund. The employee will contribute \$20.00 annually to the fund and the Company will match the employee contribution. The Company will administer the deduction and remittance of the contributions.

Article No. 4 - UNION SECURITY

- 4.1** During the life of this Agreement, all members of the Union and all employees in the Bargaining Unit shall contribute as a condition of continued employment to the support of the Union. This contribution shall be a sum equal to the Union's constitutional dues per month. Contributions from new employees shall start in the month following commencement of employment. This contribution shall be deducted from each employee's pay 26 pay periods per year and shall be remitted by the Company to the Secretary-Treasurer of the Union together with a list showing from whom such deductions were made, within ten (10) calendar days after the last pay period of each month. It is expressly understood that membership in the Union is not compulsory and this contribution by non-members does not make them members unless they so desire.
- 4.2** If the Union finds it necessary to take action which could result in the expulsion of a member it will advise and discuss the matter with the Company before such action is started.

Article No. 5 - REPRESENTATION

- 5.1** The Company agrees to recognize 10% of the workforce plus the Chair Person. Stewards shall be elected from the area they normally represent. The Union shall notify the Company of the names of the Stewards. It is understood that a Steward shall, after obtaining permission from the employee(s) supervisor, be permitted during working hours and without loss of time or pay, to leave the employee(s) regular duties in order to investigate and process a grievance. Written notification to the supervisor will be provided for reasonable leave for negotiation preparation and negotiations during working hours and without loss of time or pay.
- 5.2** The Union agrees to notify the Company of the names of the Executive Committee and the Grievance Committee of the Union as soon as they are elected.
- 5.3** The Company agrees to recognize a Negotiating/Union-Management Committee of three (3) employees, who shall have the right of meeting the representatives of the Company at least once per month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of Unifor may be in attendance at such meetings.

Article No. 6 - HOURS OF WORK

- 6.1** (a) This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter day or work week whenever, in the opinion of the Company, it is necessary to meet business requirements.
- (b) Notwithstanding the above, the basic hours of work for the purpose of calculating overtime shall be defined in Articles 6.3, 6.4 and Appendix II and Appendix III.
- 6.2** WORK PERIOD - Shall be considered as a 24-hour period commencing with the start of a normal shift or work day. Any employee requested by the Company to work more than the normal work period as specified for shift and non-shift employees will be compensated on the basis of either overtime rates or call out pay.
- 6.3** **NON SHIFT WORKERS:**
WORK DAY
Seven and one half (7 1/2) hours shall constitute a normal day's work to be performed within eight (8) consecutive hours, normally starting at 7:30 a.m.
- WORK WEEK*
(a) DAY CREW WORKER: Five consecutive days Monday to Friday.

6.4 SHIFT WORKERS:

8 HR SHIFTS

WORK DAY - Eight (8) consecutive hours shall constitute a normal work-day.

SHIFTS - The normal shifts are:

Night - 11:30 p.m. to 7:30 a.m.

Day - 7:30 a.m. to 3:30 p.m.

Afternoon - 3:30 p.m. to 11:30 p.m.

WORK WEEK - The normal work week shall be a 37.3 hour week. The 37.3 hour week shall be either the average based on a working schedule of 5 on, 2 off; 5 on, 3 off; by which 560 hours are worked over one hundred and five calendar day (15 week) period.

OR

The average based on a schedule of 5 on, 2 off by which 37 1/2 hours are worked over a five (5) calendar day (1 week) period, with (1) of the days off to be either Saturday or Sunday.

- 6.5** The Company agrees not to make changes to the normal scheduled hours without prior consultation with the Union.

Article No. 7 - OVERTIME AND OTHER ALLOWANCES

- 7.1** Two (2) times the regular hourly rate shall be paid in the following circumstances:
- (a) for all hours worked in excess of the normal number of daily hours as provided in Article 6, Appendix II, and Appendix III.
 - (b) for all hours worked on day(s) of rest.
- 7.2** Three (3) times the regular rate will be paid for work on a paid holiday in the following situations:
- (a) for non-shift workers over seven and one half (7.5) hours;
 - (b) for shift workers over eight (8) hours.
- 7.3** Any applicable premium shall be added after calculating the overtime rate.
- 7.4** If two (2) or more overtime premiums are applicable to the same hours worked, an employee shall receive only the highest overtime premium applicable to such hours. There shall be no pyramiding of overtime pay. Employees shall not be paid at the applicable rate more than once, or for more than one reason, or under more than one provision of this Article, for the same hours worked.
- 7.5** (a) When an employee is assigned to work on a different crew, the employee shall be paid twice the regular rate for the first two shifts.

No premium will be paid if the change:

- (1) is at the request of the employee;
- (2) is for the individual taking training, either on site or off site;
- (3) is due to relocation of an employee under Article 13.3;

(b) When a change pursuant to 7.5 (a) occurs, the employee:

- (1) shall have at least 4 days off in a pay period;
- (2) shall have no more than 4 consecutive days off in a pay period;
- (3) a pay period is fourteen (14) consecutive days beginning and ending at 5:30 a.m. Sunday.

7.6 (a) Employees called into the plant for emergency or maintenance work outside of their regular scheduled hours, shall receive not less than six (6) hours pay at their base rate or the applicable overtime pay for all hours worked, whichever is greater; except where an employee has been called into the plant within three (3) hours from the start of the regular shift, and continues into the regular shift, in which case the normal overtime provisions shall apply. In addition, the Company shall pay to an employee so summoned, if residing outside a sixteen km radius of the plant, an allowance at the current Company rate per km if driving a car, or, when necessary, provide transportation for the employee.

(b) A non-shift or 8 hour shift employee called out prior to the employee's regular shift, and continuing into the employee's regular shift shall be permitted to work out the employee's regular shift to a maximum of twelve (12) hours.

7.7 When an employee's regular scheduled working hours are changed by the Company; that is, starting or finishing times, notice given prior to noon of the last scheduled day off, the employee will be paid 1 overtime shift. Notice provided after such time, the employee will be paid 2 overtime shifts.

7.8 The Company will provide a meal for any employee who is required to perform unscheduled continuous work of a duration greater than ten (10) hours. An additional meal shall be provided for each subsequent period of continuous work of four (4) hours. Unscheduled overtime is when an employee is given less than 12 hours advance notice of the work.

7.9 An employee reporting for work on the employee's scheduled shift, who has not been notified in advance not to report, will be given work for at least one half (1/2) of the shift for which the employee reported. This obligation will not prevail when the employee is prevented from working due to causes beyond the control of the Company.

7.10 (a) Maintenance employees scheduled to work days who are required to work overtime and/or call out hours which results in less than eight (8) hours between the end of the overtime and/or call out and the employee's normal starting time of the next shift, shall receive a minimum of eight (8) hours stand off time. Any portion of such eight (8) hours stand off time which falls within the regular hours of work on the next shift shall be paid at the employee's regular rate of pay.

(b) Notwithstanding 7.10 (a), stand off time will not apply for an employee called out within three (3) hours of the employee(s) regular shift.

7.11 Banked Overtime

(a) This program is only available for employees working within the Maintenance Department.

(b) Employees have the option of banking overtime instead of being paid for the overtime worked, to a cumulative maximum of 5 shifts (37.5 hours) in a calendar year.

(c) Banked time will be earned at the applicable rates of usual overtime, i.e. at double time when double-time overtime would normally be paid, as per the collective bargaining agreement.

(d) Employees must make a formal request in writing to bank overtime and/or utilize banked overtime.

(e) Should an employee not utilize all banked days by the end of the calendar year, the Company will have the option of either scheduling alternative days off or paying out the overtime.

(f) Banked overtime will be paid at the employee's regular wage rate at the time the banked overtime is taken.

Article No. 8 - PAID HOLIDAYS

8.1 The following days shall be considered holidays:

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

The parties to this Agreement also recognize a twelfth (12th) holiday on the first Friday in March. Should any new statutory holiday be legislated by either the Federal or Provincial Governments, this holiday will be added to the above schedule.

8.2 An employee who works on any of the above holidays shall be paid at twice the employee's regular rate of pay. In addition holiday pay shall be paid.

8.3 An employee who does not work on any of the above holidays shall be paid holiday pay.

8.4 Holiday pay will not be paid if absence in 8.3 of this Article was caused by:

- (a) Bereavement leave (if one of the days of leave is on a paid holiday, the employee will not receive pay for the holiday).
 - (b) An approved unpaid leave of absence excepting leave for union business.
 - (c) Injury covered by Workers' Compensation.
 - (d) Maternity or parental leave.
- 8.5** An employee's annual vacation shall be extended by one work day with pay for each holiday that falls during their annual vacation.
- 8.6** Holiday pay is defined as - pay equivalent to seven and one half (7 1/2) hours pay at straight time base rate for non-shift workers and eight (8) hours at straight time base rate for shift workers.
- 8.7** For the purpose of this Article, annual vacation shall be considered as days worked.

Article No. 9 - GRIEVANCE PROCEDURE

- 9.1** Any dispute, grievance or misunderstanding (herein called a grievance) involving occupational classification, wages, seniority, hours of work, or other working conditions, which any employee or group of employees may desire to discuss and adjust with the Company, shall follow the Grievance Procedure.
- 9.2** Any action by the Company or by the Union which results in a grievance shall be discussed and dealt with under the Grievance Procedure starting with Step 3. Any employee or group of employees having a grievance shall follow the Grievance Procedure commencing with Step 1.
- 9.3** Grievances shall be handled as follows:
- STEP 1. An attempt shall first be made by the employee, with or without the employee's Union Steward, and the employee's Supervisor to dispose verbally of any grievance. The Supervisor shall within six (6) calendar days, advise the employee verbally of their decision. Should they be unable to satisfactorily settle the grievance, then the employee having the grievance shall present such, in writing, to the Union Steward, within six (6) calendar days of the alleged occurrence. The matter then proceeds to Step 2.
- STEP 2. The Union Steward shall, within eight (8) calendar days, prepare and present to the Supervisor, a written "Notice of Grievance" setting forth so far as may be applicable:
- (a) The nature of the grievance, the time and the circumstances out of which it arose.
 - (b) The remedy or correction the Company is requested to make.
 - (c) The section or sections of the Agreement, if any, relied upon or claimed to have been violated. (In cases of grievance re-payment of wages, the day of the occurrence shall be considered as the day on which the employee received their pay cheque.) The Supervisor shall give a written answer to a Union Steward within eight (8) calendar days. If the grievance is not settled in this step, it shall be referred to Step 3.

STEP 3. The Union Grievance Committee within ten (10) calendar days after receipt of the Supervisor's written answer may request, in writing to the Human Resources Department, a meeting with Company Management representatives. Such a meeting shall be held at the earliest date which is convenient for both the Company representatives and the Union committee, but not later than twelve (12) calendar days after receipt of the Union request for such a meeting. Time limits may be extended by mutual agreement of the Union and the Company. The grievance shall be considered at the meeting of the representatives of the Company and the Union. The Company shall give their answer to the Union within ten (10) calendar days of said meeting. This time limit may be extended by mutual agreement of the Union and the Company. The employee, or employees, grieving shall attend the meeting if so desired. They may be requested to attend by either the Company or the Union. In the event that any grievance concerning classification, wages, seniority, hours of work, or other working conditions arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement is not settled, such grievance shall be submitted at the request of either party, to arbitration as provided under the terms of this Agreement.

- 9.4** (a) All time limits in this procedure shall be mandatory unless mutually agreed to, in writing, by both parties to extend the time limits.
- (b) If either party does not respond within the specified time limits as stated above, the grievance shall be deemed settled in the other party's favour.

Article No. 10 - ARBITRATION

- 10.1** Within a period of thirty (30) calendar days following the date of the communication of the Company's decision to the Union, any grievance between the Company and the Union involving the interpretation, application, administration, or alleged violation of the terms of this Agreement, may in the event of failure to reach agreement thereon, be referred to arbitration with the following procedure.
- (a) The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted, by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- (b) Within seventeen (17) calendar days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within seventeen (17) calendar days of receipt of this notice.
- (c) In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Minister of Labour

of the Province of Alberta to appoint a representative on behalf of the defaulting party

- (d) When the representatives have been appointed they shall meet forthwith to choose a Chairman, who with the two representatives, shall constitute the Arbitration Board.
- (e) Should the representatives fail, within twelve (12) calendar days, to agree on a Chairman, the Minister of Labour may be requested by either representative to appoint a person who shall be Chairman of the Arbitration Board.
- (f) After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members of the Board present and hear evidence of both parties and render a decision promptly.
- (g) The time limits specified herein may be extended by mutual consent of the parties or by the Arbitration Board.

10.2 The decision of the majority of the Arbitration Board shall be final and binding on both parties. The Arbitration Board may consider and decide only the particular issue or issues submitted by the Company and/or Union. It shall not have authority to alter or to direct an alteration to this Agreement.

10.3 Each party shall pay its own costs and expenses of witnesses called by it, and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.

Article No. 11 - ANNUAL VACATION

The intention of this plan is to provide annual vacations with pay to employees and in so doing provide them with an annual period of rest and relaxation.

11.1 (a) Service shall be based on length of continuous service with Oerlikon Metco or its subsidiaries.

(b) Annual vacation entitlement and vacation pay shall not be earned for that period of absence that exceeds:

- (i) 90 calendar days for an employee on an unpaid leave of absence.
- (ii) 90 calendar days for an employee on maternity or parental leave.
- (iii) 180 calendar days for an employee absent due to injury or sickness.

11.2 For the purpose of this Article the prescribed vacation period will be the period April 1st to March 31st inclusive.

11.3 Vacations shall be granted to eligible employees annually as follows:

(a) Newly hired regular employees will be eligible for 10 hours of vacation for each month service up to March 31st of the next vacation period to a maximum of fifteen (15) working days. The vacation eligibility shall occur on April 1st of the next vacation period.

Example:

- Hired May 1, 2011
- Probationary employee obtains regular status November 1, 2011. Earns 10 hours vacation time per month to March 31, 2012.
(5 mths x 10 hrs = 50 hrs)
- Entitled to 50 hours April 1, 2012.

(b) All probationary employees will receive 4% of their base earnings as vacation pay. An employee whose status changes from probationary to regular shall be granted vacation as per Article 11.3(a). Any vacation pay received as a probationary employee will reduce the amount of vacation payout upon status change from probationary to regular.

(c) During the year in which employees complete two (2) years but less than six (6) years of continuous service they shall be entitled to fifteen (15) working days vacation with pay.

(d) During the year in which employees complete six (6) years but less than fifteen (15) years of service they shall be entitled to twenty (20) working days vacation with pay.

(e) During the year in which employees complete fifteen (15) years but less than twenty-four (24) years service they shall be entitled to twenty-five (25) working days vacation with pay.

(f) During the year in which employees complete twenty-four (24) years or more of service they shall be entitled to thirty (30) working days vacation with pay.

11.4 Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the number of normal working hours applicable to the period of vacation. Hourly rate for the purpose of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences, except that effect shall be given to any adjustment rates occurring during the vacation period. Overtime work and wages paid therefore and shift premium shall be excluded from the foregoing calculations. Employee's classification for the purpose of this Article shall mean permanent classification, or temporary classification of more than three (3) months.

11.5 Annual Vacations shall be considered as days worked. Premium pay will be paid upon returning to work if the employee's crew was changed at the request of the Company, of which the employee was not advised in writing before starting their vacation. Such payment shall be made in accordance with Article 7 of this Agreement.

- 11.6** At the discretion of the Company, employees who have completed a minimum period of six (6) months continuous service since taking their last previous vacation period, may be permitted to take their second succeeding vacation period before it has become fully earned by the completion of the necessary year of service.
- 11.7** (a) Vacations will be scheduled by the Company each year and as far as is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. As a concession to employees, at the discretion of the Company, employees may be permitted to divide their vacation into multiple parts.
(b) Vacation requests will assume to have been granted if, within thirty (30) calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.
- 11.8** Normally a vacation may not be postponed from one year to another and made accumulative. However, requests to permit this will be considered. Any such request shall be made in writing, giving reasons, to the Department management.
- 11.9** Vacation pay will be paid to any employee laid off by the Company in any lay-off occurring subsequent to such employee becoming eligible to receive vacation or vacation pay.
- 11.10** Payment of wages, in lieu of vacation, will be paid to any employee leaving the Company's service, in the amount of vacation earned but not previously paid.
- 11.11** An employee's annual vacation shall be extended by one (1) working day for each paid holiday that falls during the employee's annual vacation or on scheduled days of rest continuous with their annual vacation period.

Article No. 12 - EMPLOYEE BENEFITS

12.1 PENSION

An employee is eligible to participate in the Company Pension Plan on the first of the month following three (3) months of regular employment. The Company will agree to establish a Pension Committee. Membership on the committee will include two plan members. The role of the committee will be to select a fund manager and evaluate the manager's performance. The fees for custodial and management services will be borne out of the fund. Changes to the present Pension Plan may be made by mutual agreement of the Union and the Company or by the Company in order to have the plan comply with registration requirements under taxation and pension laws of Canada.

12.2 FLEX BENEFITS

An employee is eligible to participate in the Company Flex Benefit Plan on the first of the month following three (3) months of employment, which includes: Life Insurance, Accidental Death, Long Term Disability, Extended Health, Dental and Vision care.

12.3 SICKNESS AND ACCIDENT

The Company agrees to provide a Sickness and Accident Plan one hundred (100%) paid for and administered by the Company. Employees will be eligible for coverage on the first of the month following three (3) months of employment. Employees will receive pay for the first two (2) occurrences in a calendar year with medical evidence required on the third day of each occurrence. On the third and subsequent occurrences, the employee shall not receive pay for the first two (2) twelve (12) hour shifts or two (2) eight (8) hour shifts (straight days). This waiting period shall be waived if absence was due to hospitalization (out patient/day surgery or admission overnight). An employee absent immediately before or after a stat holiday or scheduled vacation shall be required to provide a doctor's note at the request of the supervisor. Benefits are paid in accordance with an employee's regular classification at the time of illness (except as permitted by Article 14.3). Sick leave will apply for the first twenty six (26) weeks of illness at which time Long Term Disability will become applicable. See Section 4.3 Short-term Disability of the Employee Handbook for further information. This section shall not be altered without mutual agreement between the parties. Absences due to industrial accidents or illness are covered by Workers' Compensation and as such are excluded from receiving benefits under this plan.

12.4 MODIFIED WORK

In the event an employee who is receiving Sickness and Accident or Long Term Disability benefits is capable of performing modified work, the Company where appropriate, may accommodate the employee in a modified work position. Such accommodation will be based on a medical evaluation and clearance of the employee's ability to perform such work.

12.5 CONTINUANCE OF BENEFITS

Should an employee be absent from work due to illness, injury, maternity or parental leave for a continuous period of more than one (1) month, the Company will pay the full cost of the Company sponsored medical, hospital, Long Term Disability, Dental, Sickness and Accident and Life Insurance, for the further period of absence, to a maximum of two (2) years.

12.6 SEVERANCE PAY

An employee who is laid off shall be eligible for severance pay provided:

- (a) The employee has two (2) or more years of continuous service; and
- (b) The Company determines there is little likelihood the employee will be recalled (or the employee has been on layoff for more than ninety (90) days); and
- (c) The employee elects to quit.

The amount of severance pay will be three (3) weeks pay [one-hundred twelve and one half (112.5) hours] at the employee's regular rate of pay, plus three (3) weeks pay [one-hundred twelve and one half (112.5) hours] at the employee's regular rate of pay for each completed year of service to a maximum of fifty-two (52) weeks.

12.7 CESSATION OF EMPLOYEE BENEFITS

During the period of an employee's absence, or layoff, and notwithstanding that seniority may accrue during such period, the Company shall not be obligated to pay for, or allow "Paid" holidays (except as permitted by Article 8.4) or annual vacations. Similarly, the Company shall not be obligated to maintain employee benefits, other than as specified in Article 12.9.

12.8 Upon request, the Company shall supply to the Union copies of the Master Agreements for all benefit plans contained within the Collective Agreement.

12.9 PERSONAL DAYS

All employees will be granted four (4) personal days per calendar year. No carryover to the following calendar year. Seventy-two (72) hours advance request to management/supervisor is required for approval to be considered. In the case of an emergency medical requirement of immediate family, the seventy-two (72) hour notice will be waived.

Article No. 13 - SENIORITY

13.1 In order to secure Company seniority an employee must:

(a) be signed on as an employee; and

(b) serve a probationary period of 180 consecutive calendar days. This period shall be in addition to any leave of absence. The employee's seniority will then be established and accumulate from the day the employee was last signed on as an employee. This 180 consecutive calendar day period may be extended by mutual agreement of the Company and the Union.

13.2 PERMANENT JOB VACANCIES

(a) Job vacancies or new jobs created above Wage Rate 4 within a department shall be filled from the classification immediately below the vacancy. In filling postings, the most senior employee shall be given priority as long as he/she , in the good faith assessment of management, possesses the necessary ability.

(b) All job vacancies at Wage Rate 4 and below in a department shall be filled on the basis of the Company's judgment of ability. Article 13.4 notwithstanding.

(c) If required, Maintenance Crew Leaders shall be selected on the basis of ability. However, if two or more employees have equal ability the senior employee will be chosen. Apprentices shall be selected on Company's judgment of ability and shall not be subject to seniority in the selection.

(d) The Company agrees that it will remove an employee from a new job if within 120 calendar days of the permanent promotion the employee is unable to do the job by Company judgment or of the employee's own accord. The employee will revert to the classification held prior to the move.

13.3 REDUCTION OF THE WORKFORCE

In the event of a reduction of the workforce, the employee with the least seniority shall be released first, ability considered. No regular employee shall be laid off from the Company until all probationary and student employees have been laid off.

13.4 The Company shall be the judge of ability and will not exercise their judgment in a discriminatory, arbitrary or capricious manner which is subject to the normal grievance procedure.

13.5 An employee shall lose seniority and recall rights if the employee voluntarily terminates or is discharged, unless exonerated and reinstated, or is on lay off for a period of more than ninety (90) days.

13.6 An employee who has been laid off has recall rights within ninety (90) days of the lay off notice and will be recalled as closely as possible to the order of lay off, ability considered. Employees are responsible for maintaining up to date address information with the Company. Employees who have complied with this requirement shall be notified by personal contact or registered letter. Should an employee fail to respond within seven (7) calendar days of being notified that the employee intends to return to work on the date specified, or fails to report on the day agreed, the employee shall lose the right of recall, unless extenuating circumstances can be demonstrated.

13.7 Notwithstanding anything contained in this Article, the Company retains the right to place one (1) salaried employee on special training or assignments into positions covered by the Bargaining Unit for periods not to exceed twelve (12) months. Management will notify the Union of any training assignments. No regular hourly employee will be laid off or suffer a reduction in wage rate or loss of promotion as a result of such special training or assignments. The Company agrees to pay union dues for any salaried employees who are placed into a unionized position.

13.8 An employee who accepts a permanent position within the Company which is outside the Bargaining Unit shall retain and accumulate seniority for a period of up to twelve (12) months from the effective date of the transfer. After twelve (12) months should the employee return to the Bargaining Unit, the employee would do so at the lowest wage rate and shall lose all seniority. This period may be extended by mutual agreement of the Company and Union. Such reversions will not exceed more than two (2) employees within a twelve (12) month period and no more than two (2) employees from any one department during that period. The provisions of this paragraph shall not apply to those employees whose transfer out of the Bargaining Unit was for project work away from Fort Saskatchewan. The Company shall consult with the Union in advance of the application of this Article.

13.9 For the purpose of this Article the following are recognized as departments:
Maintenance and Production.

- 13.10** The Company shall update and post a seniority list annually or when changes occur. Where employees are hired on the same day, evaluations done before the end of the probationary period shall determine the more senior employee.
- 13.11** New hires in the maintenance department will be designated into a primary trade, but this will not limit the ability of those employees to perform work in additional trades for which they are qualified. In the event of a reduction of employees in the maintenance department, the Company will consider primary trade, company seniority, and ability in determining the individual(s) to lay off.

Article No. 14 - WAGES AND CLASSIFICATIONS

- 14.1** The classifications of all occupations and wage rates appear in Schedule "A" attached hereto, which is made part of this Agreement and is signed for identification by the parties thereto.
- 14.2** The Company agrees to pay a shift premium for all hours worked on the 7:30 a.m. to 3:30 p.m. day shift, an afternoon premium for all hours worked on the 3:30 p.m. to 11:30 p.m. afternoon shift and a night shift premium for all hours worked on the 11:30 p.m. to 7:30 a.m. night shift.

Effective	April 1, 2020	April 1, 2021	April 1, 2022
Days	\$0.96	\$0.98	\$1.01
Afternoon	\$1.98	\$2.02	\$2.07
Nights	\$3.51	\$3.58	\$3.68

The day shift premium shall be paid only to employees who work either a two or three eight hour shift schedule on a continuous seven day shift rotation. This Article applies only to employees considered shift workers, and split weekend Maintenance crew workers. Shift premiums for employees working the twelve hour shift schedule are contained in Appendix II - 12 hour shift provisions.

- 14.3** Any employee required to assume the duties of an occupational classification, for which a higher wage rate has been established, shall be paid such higher wage rate during the period of the employee's performance of such duties. During the period exceeding 3 months duration that an employee remains at the higher classification, vacation pay, pension contributions, sickness and accident benefits, paid holidays and Union dues will be calculated on the higher rate. Any employee required to temporarily assume the duties of a classification for which a lower wage rate has been established shall continue to be paid at the employee's established classification rate. An employee who assumes a higher classification for more than ninety (90) calendar days and is moved to a lower classification shall be paid at the higher wage rate for the first ninety (90) days worked at the lower classification, except where an employee is reclassified to a lower position at the employee's own request or due to disciplinary reasons, in which case the

employee shall be reclassified and paid at the rate established for such classification immediately.

- 14.4** Prior to the posting of seniority lists, the Company and the Union shall review all temporary classifications and those personnel referred to in Article 13.8. At that time, the Company shall advise in writing, all employees who have been temporary classification for a duration greater than three (3) months, of the reason they are being retained in a temporary classification.
- 14.5** While an apprentice is attending school required by the apprenticeship program which necessitates absence from work, the Company will pay the wage listed in Schedule "A" Wages - Apprentices. Should an apprentice fail to pass the same, the Company shall not be obligated to pay as herein provided while the apprentice is repeating the school term.
- 14.6** An employee shall only be placed on a "red circle" rate by mutual agreement in writing and shall continue to receive the rate until the classification being worked in goes over that rate. The employee shall then receive the negotiated rate for that classification.

Article No. 15 - LEAVE OF ABSENCE

- 15.1** (a) Bereavement leave with pay will be granted in the event of a death in the employee's immediate family to a maximum leave of five (5) working days. Immediate family is understood to be employee's parents, step-parents, brothers and sisters, and employee's spouse or common-law spouse, children, mother-in-law, father-in-law and grandchildren.
- (b) Any employee will be granted three (3) working days leave of absence with pay for the funeral of a grandparent, spouse's grandparents, brother-in-law and sister-in-law, aunt or uncle.
- 15.2** Extended leave without pay up to ninety (90) calendar days may be granted after special consideration. All seniority rights shall be retained and shall accumulate during such absence.
- 15.3** Leave of absence, without pay, may be granted to a maximum of two (2) years, to fill positions in the local Union or Unifor (as detailed in Article 13.1). Subject to operational requirements of the plant, and upon eleven (11) calendar days notice in writing, leave of absence without loss of seniority or other benefits, will be granted to not more than four (4) employees for the purpose of attending Union functions, such as conventions, schools and seminars. Additional leaves of absence may be granted with Company approval. Provided an approved Union leave of absence is of fourteen (14) calendar days or less duration, and the leave is for local Union business only, and provided the local Union is not in arrears on the monthly billing notice, the Company agrees to pay employees an amount equal to their regular wage rates during such leave and will

recover the monies at a flat rate fee for overheads and wages from Local 530A. It is understood the Company will incur neither loss nor gain in providing the above service. The billing rate shall be established at the current Wage Rate 11, plus 15%.

15.4 MATERNITY AND PARENTAL LEAVE

Maternity and parental leave will be in accordance with the provincial Employment Standards Code.

Article No. 16 - SAFETY AND HEALTH

16.1 GENERAL

It is agreed by both parties that emphasis shall be placed upon the need of safe and healthy working conditions and habits. The Company shall continue to make provisions for the safety and health of its employees during the hours of employment. The Company further agrees to comply with government law regarding employee safety and health, including the Alberta Occupational Health and Safety Act and its Regulations and Codes.

16.2 HEALTH AND SAFETY COMMITTEE

The Company and Union shall establish and maintain a Health and Safety Committee (herein after known as the Committee), recognizing that free and open communications between employees and management, is an effective means of providing a safe and healthy work environment. The Company agrees that this Committee will be made up of a minimum of two (2) management and two (2) Union representatives and shall make recommendations regarding health and safety programs, safety regulations and codes of practice, and such other things as the Committee may deem necessary.

16.3 CO-OPERATION

The Union shall co-operate with the Company in maintaining rules and regulations for safety and health in the plant. All relevant information known to the Company concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the employees. Employees will also be advised of health and safety hazards known to be associated with such chemicals and the precautions to be taken in their handling and use. The Health and Safety Committee along with all employees are encouraged to identify and report to the Company any health and safety concerns in the work place. Meetings will be mandatory if required by the Company. The Company agrees to forward to the Union in a timely manner, copies of Production and Department Safety Meeting minutes, Supervisor's Accident reports, and the results of surveys pertaining to the health and safety of employees.

16.4 ENVIRONMENT

Both parties also agree on the importance of environmental control and the Company shall continue to make provisions for this. Any suggestions on this from the Union or any employee will be welcomed by the Company. The Union shall co-operate with the Company in maintaining rules made in this regard.

16.5 CLOTHING

The Company agrees to supply and launder for each regular employee three (3) pairs of coveralls.

16.6 SAFETY FOOTWEAR

Per calendar year, the Company agrees to reimburse employees 100% of the total cost for CSA approved safety footwear including inserts to a maximum of \$375 for the first pair, a maximum of \$150 for the second pair, and subject to supervisory approval a maximum of \$150 for the third pair.

Article No. 17 - TRAINING & EDUCATIONAL ASSISTANCE

17.1 (a) Mandatory Training: Company scheduled training will be compensated at either straight time if the training is scheduled during an employee's regular hours of work or at applicable overtime rates if training is scheduled outside of the employee's regular hours of work. Only time in the training course will be compensated. Outside of Fort Saskatchewan sites, travel time will be compensated at straight time to a maximum of one (1) shift's pay per travel day.

(b) Non-mandatory Training: At the discretion of the Company, time spent in non-mandatory training will either be non-compensated or be compensated at straight time if scheduled outside an employee's regular hours of work.

(c) Educational Assistance: Subject to supervisory approval, educational assistance is available for employees who wish to pursue Company related training after hours. Upon successful course completion reimbursement, to a maximum of \$2,000/calendar year, is available to offset the cost of tuition and books. For complete policy details refer to the Oerlikon Metco Employee Handbook.

17.2 The Company will contribute \$.03 per member per regular hours worked annually to the Canadian Community Funds. First payment will be processed upon ratification. The Union will provide the Company with a summary of the charitable organizations receiving funding from the Canadian Community Funds.

17.3 The Company agrees to pay into a special fund an amount of \$2,500 per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on date of ratification, then annually into a trust fund established by the Unifor National Union effective from the date of ratification. The Company shall approve Education Leave for the members of the bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

Article No. 18 - TERMINATION

- 18.1** This Agreement shall become effective on April 1, 2020 and shall remain in full force and effect up to and including March 31, 2023.
- 18.2** Either party may, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the collective agreement, require the other party to the collective agreement to commence collective bargaining.
- 18.3** The parties shall meet within thirty (30) calendar days from receipt of notice by one party from the other. At the first meeting the parties will exchange, in writing, any proposed modification or revision of this Agreement. Both Parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.
- 18.4** If a renewal Agreement is not secured prior to the termination date of this agreement, an extension Agreement will be entered into to provide for the continuation of the terms of this Agreement for such period until a new Agreement is ratified or a strike or lockout occurs.

SCHEDULE "A"

Wage and Premium Increases: April 1st, 2020 – 1.5%
 April 1st, 2021 – 2.0%
 April 1st, 2022 – 2.75%

WAGE RATE			
Operational	April 1	April 1	April 1
Classifications	2020	2021	2022
1	35.61	36.32	37.32
4	40.55	41.36	42.50
7	45.51	46.42	47.70
8	47.00	47.94	49.26
9	49.14	50.12	51.50
11	52.20	53.25	54.71
12	53.88	54.95	56.46
13	55.44	56.55	58.10
Maintenance			
Mechanic I	56.23	57.36	58.93
Mechanic Specialist	58.00	59.16	60.78

Relief Operations Supervisor: Ten percent (10%) per hour above the incumbent's current wage rate or their current pay structure, whichever is greater.

Maintenance Crew Leader: Five percent (5%) per hour above the Mechanic Specialist wage rate.

	April 1, 2020		April 1, 2021		April 1, 2022	
	4 Year Apprentice % of Mech1 Rate	3 Year Apprentice % of Mech1 Rate	4 Year Apprentice % of Mech1 Rate	3 Year Apprentice % of Mech1 Rate	4 Year Apprentice % of Mech 1 Rate	3 Year Apprentice % of Mech 1 Rate
During 1 st yr of apprenticeship and until successful completion of examination	70% 39.36	70% 39.36	70% 40.15	70% 40.15	70% 41.25	70% 41.25
After 1 st yr of apprenticeship and after successful completion of 1 st year examination	75% 42.17	75% 42.17	75% 43.02	75% 43.02	75% 44.20	75% 44.20
After 2 nd yr of apprenticeship and after successful completion of 2 nd year examination	80% 44.98	90% 50.61	80% 45.88	90% 51.62	80% 47.15	90% 53.04
After 3 rd yr of apprenticeship and after successful	90% 50.61		90% 51.62		90% 53.04	

completion of 3 rd year examination						
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APPENDIX I

The classification shown in Schedule “A” under Maintenance embraces the following trades:

Mechanic Specialist:

- **a minimum of two (2) current journeyman tickets, or**
- **one (1) current journeyman ticket plus (10) years’ experience in trade.**

Mechanic I - “B” Pressure Welder; Pipefitter; Millwright; Carpenter; Electrician; Instrument Mechanic; Machinist; Boilermaker; Insulator; Heavy Duty Mechanic; Rigger Painter; Oiler/Lubricator;

APPENDIX II

12 HOUR SHIFT PROVISIONS

1. CONDITIONS

- 1.1** Twelve hour shift schedules will only be implemented where in the opinion of the Company it is practical to do so. If an operation ceases to be a continuous seven day shift operation either temporarily or permanently for any reason the Company reserves the right to schedule the work day or work week in accordance with Article 6 of the Collective Agreement.

2. HOURS OF WORK

- 2.1** Compressed work week schedules that may be implemented for shift workers include the following:
- (a) A 42 hours per week work schedule allowing for thirty-six hours of overtime beyond three-hundred hours in an eight week period based on working a schedule of 4 on, 5 off, 5 on, 4 off, 5 on, 5 off. Each complete shift actually worked is allocated 10.7 hours at straight time rates and 1.3 hours at overtime rates. The overtime hours paid shall not be construed as part of the average daily wage.
 - (b) The Earned Day Off schedule allowing for overtime from thirty-seven and one-half hours per week to forty hours per week with the time worked from forty to forty-two hours per week paid at regular rates and taken as scheduled earned days off in place of overtime pay.

If any of the above schedules do not meet operational requirements, the Union and the Company may develop and implement schedules different than the ones above. Operational requirements in any particular department may require the implementation of different shift schedules in different sections of the department.

- 2.2** (a) WORK DAY – Twelve (12) consecutive hours shall constitute a normal work day.
SHIFTS – The normal shifts are:
Day - 5:30 a.m. to 5:30 p.m.
Night - 5:30 p.m. to 5:30 a.m.
- (b) The pay period is fourteen (14) calendar days commencing at 5:30 a.m. Sunday morning.
- 2.3** Any paid leave will be paid to a maximum of twelve (12) straight time hours for each day absent from work.

3. OVERTIME

- 3.1** Overtime will be paid under the following conditions.
- (a) All hours worked in excess of twelve (12) in one work day.
 - (b) Work on a scheduled day of rest.
 - (c) Worked on a paid holiday (Article 8)

(d) Three (3) times the regular rate will be paid for work on a paid holiday over the twelve (12) hours.

All hours in excess of normal hours of work contained in this Agreement and forming part of and built into a compressed work week schedule (i.e. 12 hour shifts) shall be paid at 1 1/2 times the regular rate.

- 3.2** (a) The Company will provide a meal for any employee performing continuous work for a duration greater than fourteen (14) hours.
(b) When an employee is called out on short notice, one (1) overtime meal will be provided by the Company for every eight (8) hour period that the employee is expected to work.
- 3.3** An employee called out prior to his or her regular shift, and continuing into the regular shift shall be permitted to work his or her regular shift to a maximum of twelve (12) hours.
- 3.4** Notice prior to noon of the last scheduled day off would be paid at 1 overtime shift. Anytime after this would be paid at 2 overtime shifts.
- 3.5** Employees have the option of banking overtime instead of being paid for the overtime worked, to a cumulative maximum of two (2) twelve (12) hour shifts (48 hours) in a calendar year. Banked overtime must be used during a scheduled Christmas shutdown. If no scheduled Christmas shutdown occurs all banked overtime can be carried over for use until March 31st of the following year or paid out.

4. PAID HOLIDAYS

- 4.1** Holiday pay is defined as pay equivalent to Eight (8) hours at straight time base rate for shift workers. If an employee is normally scheduled to work the stat and the Company requested you to stay home, the employee will receive eight (8) hours straight time base rate. If the Company requests the employee to stay home on a stat holiday due to a scheduled plant shut-down then no compensation is required.
- 4.2** The statutory holiday period is defined as a twenty-four (24) hour period beginning at 00:01 hours on the day of the holiday.

5. ANNUAL VACATION

- 5.1** An employee's annual vacation shall be extended by one working day with pay for each holiday that falls during the employee's annual vacation period. Pay for the paid holiday shall be eight (8) hours at the employee's straight time base rate.
- 5.2** Vacations shall be granted to eligible employees annually as follows:
(a) A newly hired employee will be eligible for 10 hours of vacation time for each month of service up to March 31st of the next vacation period to a maximum of ten (10) working days. The vacation eligibility shall occur on April 1st of the next vacation period.

(b) During the year in which an employee completes two (2) years but less than (6) years of continuous service the employee shall be entitled to ten (10) working days vacation with pay.

(c) During the year in which an employee completes six (6) years but less than fifteen (15) years of service the employee shall be entitled to fourteen (14) working days vacation with pay.

(d) During the year in which an employee completes fifteen (15) years but less than twenty-four (24) years of service the employee shall be entitled to seventeen (17) working days vacation with pay.

(e) During the year in which an employee completes twenty-four (24) years or more of service the employee shall be entitled to twenty (20) working days vacation with pay.

5.3 (a) Vacations will be scheduled by the company each year and as far as is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. As a concession to employees, at the discretion of the Company, employees may be permitted to divide their vacation into multiple parts.

(b) Vacation requests will be assumed to have been granted if, within thirty (30) calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.

5.4 Unless specified in the items above, refer to Article 11.

6. SHIFT DIFFERENTIAL

6.1 (a) Shift premiums will be paid to shift workers for all hours worked in a continuous seven day shift rotation.

Effective:	April 1, 2020	\$2.12
	April 1, 2021	\$2.16
	April 1, 2022	\$2.22

(b) Shift workers not working a continuous seven day shift rotation will be paid shift premiums as follows:

Effective:	April 1, 2020	\$1.85
	April 1, 2021	\$1.88
	April 1, 2022	\$1.94

(c) Shift workers working a continuous seven day shift rotation on straight days will be paid shift premiums as follows:

Effective:	April 1, 2020	\$1.30
	April 1, 2021	\$1.33
	April 1, 2022	\$1.36

7. LEAVE OF ABSENCE

7.1 Time off with or without pay for such events as academic examinations and medical examinations shall be for that period necessary to conduct the business.

7.2 Bereavement leaves for shift workers on twelve (12) hour shifts shall be paid at twelve (12) hours per day straight time rates in accordance with Article 15.1.

8. MUTUAL SHIFT EXCHANGES

8.1 Employees working the twelve hour shift schedule will continue to be able to exchange shifts with prior approval. However, no twelve hour shift employee will be permitted to work a double shift (that is, twenty-four consecutive hours).

9. SICKNESS & ACCIDENT

9.1 Payment will be based on twelve straight time hours per normal shift missed to a maximum of thirty seven and one-half (37.5) hours per week (the week beginning Sunday at 5:30 a.m.). If an employee is absent for a complete pay period (fourteen (14) consecutive days beginning and ending at 5:30 a.m. Sunday), the employee will receive thirty seven and one-half (37.5) hours per week at straight time. The payment schedule is outlined in Article 12.3 of the Collective Agreement.

10. OVERTIME COVERAGE

10.1 Coverage for overtime shall be provided by a voluntary overtime call out process.

11. REVERSION

The parties to this addendum recognize the possibility of modification being required subsequent to implementation. They also recognize the desirability of the parties meeting to resolve any problems that may arise. If either party to the Agreement desires to terminate this addendum and revert back to the eight (8) hour schedule a 90 calendar day notice in writing of termination must first be given.

APPENDIX III

COMPRESSED WORK WEEK MAINTENANCE

Consists of 8 earned days off per year scheduled throughout the year. In exchange, employees will work 7.75 hour days throughout the year and paid at straight time 7.5 hours. EDO's taken will be paid out at 7.5 hours straight time. The 8 earned days off will be determined jointly with the Company and Union, evenly balanced throughout the year, and scheduled to avoid 4 day weekends and shutdowns. Crash shutdowns or emergencies may require the employee to accept a rescheduled day off.

There will be no afternoon coffee break on the 7.75 hour days.

The Company will retain the flexibility to determine the crew size on the EDO's. All earned days off must be taken within the calendar year that they are earned.

LETTER OF UNDERSTANDING NO. 1

April 1, 2012

Letter of Understanding between:

Communication, Energy and Paperworkers
Union of Canada, Local 530A
- and -
Sulzer Metco (Canada) Inc.

The Company and the Union have agreed to grandfather all employees currently receiving a steam premium at a fixed rate of \$1.23.

For the Union

Phil Belanger
Darin Stilborn
Steve Pingle
Bill Romaniuk

For the Company

James Pearce
Donna Letwin
Gerald Deck
Mearl Lockhart

LOU 1 - Re- sign

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement here unto set our signature this 10th day of March, 2020 at Fort Saskatchewan, Alberta:

For the Company:

For the Union:

Mitch Regnier
General Manager

Steve Pingle
Unit President

Donna Letwin
Human Resources Manager

Darin Stilborn
Committee Member

Dyfyrr Davies

Paul Miller

Operations Manager

Committee Member

Eric Kozculab
Operations Supervisor

Todd Romanow
Unifor National Representative

Mimi Sabourin
Accounting Supervisor

LETTER OF UNDERSTANDING NO. 2

**Unifor Local 530A
- and -
Oerlikon Metco (Canada) Inc.**

This letter confirms the understanding between the parties regarding Article 16.6 – Safety Footwear and the agreement to revise the wording in the Memorandum of Agreement dated March 10, 2020 as follows:

Per calendar year, the Company agrees to reimburse employees 100% of the total cost for CSA approved safety footwear including inserts to a maximum of \$375 for the first pair, a maximum of \$150 for the second pair, and subject to supervisory approval a maximum of \$150 for the third pair.

Dated this _____ day of June at Fort Saskatchewan, Alberta.

For the Company:

For the Union:

Mitch Regnier
General Manager

Steve Pingle
Unit President

Donna Letwin
Human Resources Manager

Darin Stilborn
Committee Member

Dyfyrr Davies
Operations Manager

Paul Miller
Committee Member

Eric Kozculab
Operations Supervisor

Todd Romanow
Unifor National Representative

Mimi Sabourin
Accounting Supervisor

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement here unto set our signature this 10th day of March, 2020 at Fort Saskatchewan, Alberta:

FOR: OERLIKON METCO (CANADA) INC.

FOR: UNIFOR, LOCAL UNION NO. 530-A

Mitch Regnier
General Manager

Steve Pingle
Unit President

Donna Letwin
Human Resources Manager

Darin Stilborn
Committee Member

Dyfyr Davies
Operations Manager

Paul Miller
Committee Member

Eric Kozculab
Operations Supervisor

Todd Romanow
Unifor National Representative

Mimi Sabourin
Accounting Supervisor