

CANAM CALGARY PLANT OWNED BY CANAM GROUP INC. CALGARY, ALBERTA

AND



SHOPMEN'S LOCAL UNION NO. 805

OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (AFFILIATED WITH THE AFL-CIO, CLC)

JUNE 1, 2020

ТО

MAY 31, 2025

CANAM GROUP MISSION AND VALUES

MISSION

THE PURSUIT OF A BETTER CUSTOMER EXPERIENCE

VALUES

INTEGRITY

To act with exemplary honesty in all of our dealings with customers, shareholders, suppliers and employees in order to maintain their highest possible trust.

TOTAL CLIENT SATISFACTION: EXCEPTIONAL SERVICE

To respect and meet our external and internal customers' expectations by providing flexible solutions through open communication, responsiveness and on-time delivery of reliable and high-quality products and services.

EXCELLENT RELATIONS WITH OUR PERSONNEL AND BUSINESS PARTNERS

To foster a work environment in which open communication, development, opportunities for advancement and equitable practices prevail and where employee achievements are recognized. To preserve a climate of mutual trust with our business partners.

FIRST QUALITY PRODUCTS: NON NEGOTIABLE

To deliver products that meet recognized standards and customer expectations by establishing and maintaining procedures for quality through continuous improvement without compromise on material, design and workmanship.

HIGH EFFICIENCY PRODUCTION

Maintain our fabrication processes at peak efficiency by supporting the implementation of best practices at all our facilities.

SAFE, CLEAN AND ORDERLY WORK ENVIRONMENT

To develop commitment and take action to maintain standards to provide a safe, clean and orderly work environment with the latest equipment and technology.

GOOD CORPORATE CITIZEN

To respect laws and regulations, to protect the environment and to encourage corporate and employee involvement in the community.

IRONWORKERS' STANDARDS OF EXCELLENCE

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

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

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

As an Ironworker Member, I agree to:

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

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

Employee Name (print)

Employee signature

Date (day/month/year)

Witness (print and sign)

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Section 1: Agreement

1.1: This Agreement, executed to be effective the 1st day of June 2020, by and between CANAM Calgary Plant owned by CANAM Group Inc., hereinafter referred to as the "Company", and Shopmen's Local Union No. 805 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (Affiliated with the AFL - CIO, CLC), hereinafter referred to as the "Union".

Section 2: Purpose of Agreement

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

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

Section 3: The Bargaining Unit

3.1: This agreement shall be applicable to all of the Company's employees (save and except those employees specifically excluded below) engaged in the fabrication of iron, steel and metal products or other work in connection therewith including maintenance work in or about the Company's shop or shops located at Calgary, Alberta and vicinity, and to work done by such employees, subject to the provisions of the Labour Relations code of the Province of Alberta. Production work and other work in connection therewith, including maintenance work shall not be performed by supervisors or other persons who are excluded from the bargaining unit as set forth and described in this Section 3, except for the purpose of instructing employees, or demonstrating proper methods and procedure of performing work operations, or in case of emergency. This agreement is not intended and shall not be construed to extend to office or clerical employees, guards or supervisors, nor to erection, installation or construction work, or to employees engaged in such work.

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

3.3: All reference to employees in this Agreement designates both sexes and whenever male gender is used, it shall be construed to include both male and female employees.

3.4: The Company and the Union agree to form and maintain a labour relations committee composed of the Business Manager and a Steward from each shift, upon written request from either party. Together with Company Representatives, they shall meet providing there is business for their joint consideration, but not more than once per month, unless the Company and the Union agree those additional meetings are required. The Union and the Company agree to supply each other with a list of subjects to be discussed twenty-four (24) hours in advance of such meeting.

Section 4: International Not a Party to Agreement

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

Section 5: Union Recognition

5.1: The Company recognizes the Union as the exclusive representative and agent of all of the Company's employees (save and except those employees specifically excluded in Section 3 hereof) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 6: Union Membership

6.1: Each of the Company's employees to whom this agreement is applicable, as defined in Section 3 hereof, shall, as a condition of employment be or become a member of the Union not later than the thirtieth (30) day following the effective date of this agreement, or not later than the thirtieth (30) day following the beginning of his employment, whichever is the later. Each employee shall, as a condition of continued employment, remain a member of the Union in good standing in accordance with its Constitution and By-Laws.

6.2: Upon receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his membership in good standing therein as provided for in this Section, the Company shall discharge such employee and such employee shall not be re-employed during the life of this agreement unless or until he complies with the provisions of this Section.

6.3: The Company will provide upon request or at least once a year, to the Chief Shop Steward of the Union a list all employees showing the classification, wage group and straight time hourly rate. Newly hired employee(s) will be introduced to the Chief Shop Steward of the Union before starting to work.

6.4: When new employee(s) are required, the Company will notify the Union of the number and classification(s) of the employee(s) required.

6.5 The Company agrees to have each new employee meet with a Shop Steward, at the time of hiring, for a fifteen (15) minute Union Orientation.

Section 7: Union Dues, Initiation Fees, and/or Reinstatement Fees

7.1: It shall be mandatory that each employee of the Company who is a member of the Union, sign and deliver to the Company an authorization directing the Company to withhold from such employee's earnings, Union Dues, Initiation and/or Reinstatement Fees, as hereinafter provided for in this Section. Upon receipt thereof, the Company shall deduct from such employee's earnings, on the first pay day in each month, the amount owed to the Union by each such employee for Union dues, Initiation and/or Reinstatement Fees, however, should any such employee have no earnings due him on the first pay day in any month or should such employee's earnings be less than the amount such employee owes the Union for dues, then, in that event, the deduction shall be made from the employee's earnings on the next succeeding pay day on which his earnings are sufficient to cover the amount of dues owed to the Union by such employee. By the twenty-sixth (26th) day of each month, the Company shall direct deposit to the Financial Institution designated by the Union, the amount of Dues, Initiation and/or Reinstatement Fees the Company has withheld during such month, which shall be confirmed by email, as identified by the Union, and accompanied by a list, containing the names of the employees and the amount deducted from each such employee's earnings. The Union will notify the Company in writing as to the amount of the monthly Union Dues, Initiation and/or Reinstatement Fees as provided for in the Local Union By-Laws.

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

Section 8: Management Prerogatives - Shop Rules

8.1: The management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations, shall be vested exclusively in the Company. Subject to the provisions of this agreement, the Company shall have the right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for proper cause, transfer or layoff employees because of lack of work or other legitimate reasons, it being understood, however, the Company shall not discipline or discharge an employee except for proper cause, or otherwise improperly discriminate against an employee.

8.2: The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this agreement. The Company shall maintain on its bulletin boards and furnish the Union, with a written or printed copy, of all such rules and regulations and all changes therein. Changes in existing rules and regulations, as well as new rules and regulations promulgated by the Company, shall not become effective until five (5) regular work days after copies thereof have been furnished to the Union and posted on the Company's bulletin boards.

8.3: The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committee Representative or Steward.

8.4: After twenty-four (24) months has elapsed from issue of the last discipline, one discipline step will be removed from that Employee's discipline progression. However, the severity of the latest incident will be taken into account.

8.5: An employee shall be subject to discipline, up to and including discharge, if he:8.5.1: Gives misleading, erroneous, or false statements in seeking employment with the Employer.

8.5.2: Furnishes fraudulent, misleading, or erroneous information on an insurance claim, or fails, through omission, to furnish material facts either as sought on the forms in connection with the illness or injury or material facts which should be revealed.

8.5.3: Contravenes any Health and Safety rules, regulations, acts, or documented policies.

Section 9: Hours of Work

9.1: When only one shift is employed, a regular work day shall consist of eight (8) consecutive hours, exclusive of the thirty (30) minute lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of forty (40) hours.

9.2: When two shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the thirty (30) minute lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:30 p.m. and a regular work week for the first shift shall consist of forty (40) hours; a regular work day for the second shift shall consist of eight (8) consecutive hours, exclusive of the thirty (30) minute lunch period, with pay for eight (8) hours between 4:00 p.m. and 12:30 a.m. and the regular work week for the second shift shall consist of forty (40) hours.

9.3: When three shifts are employed, a regular work day for all shifts shall consist of eight (8) consecutive hours exclusive of the thirty (30) minute lunch period, with pay for eight (8) hours, the regular work week for all shifts shall consist of forty (40) hours. The third shift will start at 10:30 p.m. and finish at 7:00 a.m. with the first shift starting on Sunday.

9.4: All shifts shall follow the preceding shift.

9.5: Monday through Friday shall constitute the regular work days and regular work week, except when a third shift is employed then the shift cycle shall start on Sunday at 10:30 p.m. and finish at 7:00 a.m.

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

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

9.8: The foregoing provisions of this Section are not intended and shall not be construed as preventing overtime work provided, however, the Company agrees that while employees who have acquired seniority status of three (3) months or more are laid off, there will not be any overtime work performed on any work operations such employees are capable of performing, except in the case of emergency and then only for a period of not more than three (3) days. There shall be no discrimination in the assignment of overtime work and overtime shall, insofar as practical, be allocated equitably among the employees qualified to perform the work operation in question; it being understood, however, on work operations where the distribution of overtime, as hereinabove provided, would not be practicable, the employees who regularly perform such work operations. When, in the opinion of the Company, it is necessary to work overtime, employees entitled to such work, as hereinabove provided, shall be given notice thereof the previous work day and, in the event such notice is given, the employee(s) shall be expected to work a reasonable amount of overtime except for good and sufficient cause. Employees shall not be compelled to (but, if requested to do so by the Company, may at their own discretion) work overtime.

9.9: There shall be a ten (10) minute rest period during the first four (4) hours of each shift and an additional ten (10) minute rest period during the second four (4) hours of each shift. There shall also be a ten (10) minute rest period immediately prior to performing work in excess of eight (8) hours on any shift, a ten (10) minute rest period two (2) hours thereafter and additional ten (10) minute rest periods every two hours thereafter when further overtime is to be worked following such rest period or periods.

9.10: In the event an employee is required to work in excess of ten (10) hours in any day and is not so notified by the Company as provided for in Subsection 9.8 hereinabove, the Company agrees to provide such employee with an adequate meal selected by the employee from any one take-out service in the vicinity at the Company's expense or pay \$15.00 meal allowance if a lunch is not provided. The employee will be given a thirty (30) minute lunch period, paid for at the employee's applicable overtime rate, to partake of such meal. The lunch period provided for in this Subsection shall replace the ten (10) minute rest period taken immediately prior to performing work in excess of ten (10) hours as provided for in Subsection 9.9 hereinabove or at such other time as may be mutually agreed between the Company and the Union.

9.11: When two or more shifts are required, such shifts shall be rotated every second Monday. All employees on the work operations affected by such shifts shall, insofar as practicable, be rotated equally on the second or third shifts provided that an employee, if he elects to do so, may remain indefinitely on the second or third shift by giving the Company at least one (1) weeks' notice of his desire to remain on such second or third shift. Such employee shall remain on the second or third shift as long as work is available on such shift unless he advises the Company that he wishes to return to regular shift rotation by giving the Company at least one (1) weeks' notice at least one (1) weeks' notice in writing when such employee's shift is to be changed, except as hereinabove provided for in this

Subsection. No employee shall be required to work on another shift unless he has received such notice. No employee's total weekly earnings shall be reduced as a result of shift changes made by the Company.

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

9.13: The Company agrees that it will not institute a short work day or work week for the purpose of avoiding layoffs, without prior agreement with the Union. Notwithstanding the foregoing, it is understood that this shall not prevent the Company from laying off an employee, or employees, for lack of work or other legitimate reasons in accordance with the provisions of this agreement. A maximum of two (2) short work week cycles will be allowed in a twelve (12) month period. A short work week cycle will be a maximum three (3) work weeks. The two (2) cycles will be a minimum of four (4) weeks apart. When more consecutive short work weeks are requested by the company, a supervised employee vote will be held by a representative from the Union office. The Union and the Company will agree that there will be no short work days during a short work week, this provision will not apply when such lack of work is due to Acts of God, fire, flood, utility failure or government regulations. This section is exclusive of the annual inventory week.

Section 10: Overtime

10.1: All work done by an employee before or after the regular work hours on any shift and all work done in excess of the regular work day, shall be paid for at the rate of one and one-half (1 1/2) times such employee's current regular straight time hourly rate. The above overtime provisions are conditional upon eight (8) hours at regular rate being worked on a regular work day, unless authorized or directed by the company.

10.2: All overtime work exceeding fourteen (14) hours per week shall be paid for at two times an employee's current regular straight time hourly rate thereafter, conditional upon completion of the regular work week unless authorized or directed by the company.

10.3: All work done by an employee on Saturday shall be paid for at one and one-half (1 1/2) times such employee's current regular straight time hourly rate for the first eight (8) hours and for hours thereafter, double such employees current regular straight time hourly rate.

10.4: All work done by an employee on Sunday shall be paid for at double such employee's current regular straight time hourly rate.

10.5: All work done by an employee on any recognized holiday specified in the succeeding section, or day observed as such, shall be paid for at double such employee's current straight time hourly rate.

Section 11: Holidays ~ Holiday Pay

11.1: For the purpose of this agreement, the following shall be recognized as holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, or days observed as such, also the last four (4) regular work hours of each shift on the last regular work day prior to New Year's Day and Christmas Day.

11.2: Should any of the foregoing holidays occur on Saturday or Sunday the following Monday or preceding Friday shall be recognized and observed as the holiday in question, provided however, when Christmas Day occurs on Saturday or Sunday, Boxing Day shall be observed on the following Tuesday. Statutory Holiday "taken days" to be determined and posted by Company, no later than January 31st. The company will reserve the right to obtain a Union member's vote to recognize a Statutory Holiday on an alternate day, in conjunction with efficient plant operations. This vote will take place seven (7) calendar days prior to the Statutory Holiday in question, a seventy-five percent (75%) majority is required for the vote to pass. When a Statutory Holiday is recognized on an alternate day, employees may request to observe the actual day upon which it falls without pay and without penalties. Management reserves the right to limit the number of approved request(s) in conjunction with efficient plant operations.

11.3: All work done on any of the foregoing holidays, or days observed as such, including the last four (4) regular work hours of each shift on the last regular work day prior to New Year's Day and Christmas Day shall be paid for at the rate of double time; and subject to the provisions hereinafter set forth in Subsection 11.6 below, each employee shall in addition to double time pay for work performed, be paid eight (8) hours straight time holiday pay for each such holiday, or day observed as such, and four (4) hours straight time holiday pay for the last four (4) regular work hours of each shift on the first regular work day prior to Christmas Day and New Year's Day. No work shall be done on Labour Day except where absolutely necessary to avoid hazard to life or property.

11.4: Should any of the foregoing holidays occur or be observed during the vacation period of any employee, such employee shall, in accordance with the provisions of this Section, be paid eight (8) hours holiday pay for each such holiday in addition to his vacation pay and he shall receive one (1) additional consecutive days' vacation for each such holiday. However, if the Company requests an employee to work instead of taking an additional day or days vacation, such employee, if he agrees to so work, shall, in addition to being paid double his regular straight time pay for work performed, be paid eight (8) hours straight time holiday pay.

11.5: Each employee shall be paid either eight (8) or four (4) hours straight time holiday pay, whichever is applicable for each of the holidays mentioned in Subsection 11 hereinabove.

11.6: In order to be eligible to receive pay for any of the above mentioned holidays, or days observed as such, not worked, as provided for in Subsection 11.3 above, an employee must have worked a regular shift for the Company on the last regular work day immediately preceding and on the first regular work day immediately following the holiday in question, unless his failure to work for the Company on such day or days was due to absence because of being on paid vacation, as hereinafter provided for in this agreement, or because of confirmed illness or injury that occurred or commenced on the holiday, the day immediately

following the holiday, or during the thirty (30) days immediately preceding the holiday in question, or because of a layoff by the Company that commenced not more than thirty (30) days immediately preceding the holiday in question, or because of death in the immediate family (mother, father, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law) of an employee or for similar good cause authorized, directed or approved by the Company.

Section 12: Classifications – Work Assignments – Rates of Pay

12.1: Each employee shall be classified in the hereinafter mentioned classification which covers the work operation he performs for the Company.

12.2: Effective the dates listed below in Columns "A" through "E", each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Columns: "A" through "E", each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Columns: "A" through "E" for the classification in which such employee is included or classified.

- **12.2.1:** Effective as of June 1, 2020, each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Column "A" for the Classification in which such employee is included or classified.
- **12.2.2:** Effective as of June 1, 2021, each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Column "B" for the classification in which such employee is included or classified.
- **12.2.3:** Effective as of June 1, 2022, each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Column "C" for the classification in which such employee is included or classified.
- **12.2.4:** Effective as of June 1, 2023, each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Column "D" for the classification in which such employee is included or classified.
- **12.2.5:** Effective as of June 1, 2024, and for the remaining term of this agreement, each employee shall be paid not less than the minimum hourly rate hereinafter set forth in Column "E" for the classification in which such employee is included or classified.

WAGE GROUP	CLASSIFICATION	EFFECTIVE DATES OF MINIMUM WAGE (Rate per Hour)				
		Column "A" June 1, 2020	Column "B" June 1, 2021 1.5%	Column "C" June 1, 2022 1.5%	Column "D" June 1, 2023 2.0%	Column "E" June 1, 2024 2.0%
Group I	Crew Leader (production, Quality Control), Electrician Alberta Ticket, Millwright, Machinist	\$32.93	\$33.42	\$33.92	\$34.60	\$35.29
Group II	General Maintenance, Jig Leader, Welding Leader	\$31.59	\$32.06	\$32.54	\$33.19	\$33.85
Group III	Joist Checker & Splicer, Structural Steel Fabricators & Welders	\$30.88	\$31.34	\$31.81	\$32.45	\$33.10
Group IV	Yard Shipper/Receiver, Joist Welder	\$29.83	\$30.28	\$30.73	\$31.34	\$31.97
Group V	Painter, Joist Welder Trainee, Machine operator, Truck Driver, Joist Assembler	\$29.12	\$29.56	\$30.00	\$30.60	\$31.21
Group VI	Joist Assembler trainee	\$27.87	\$28.29	\$28.71	\$29.28	\$29.86
Group VII	Janitor, Labourer after three (3) months	\$22.55	\$22.89	\$23.23	\$23.69	\$24.16
Group VIII	Janitor, first three (3) months	\$18.65	\$18.93	\$19.21	\$19.59	\$19.98

Probationary employees will be paid ten percent (10%) per hour less than the classification rate for the aggregate total of fifty (50) days or four hundred (400) worked hours (whichever is first), within the period of six (6) months from the first date of employment.

12.4: The rates of pay set forth in Subsection 12.3 of this Section are minimum straight time hourly wage rates, and nothing contained herein shall be construed as prohibiting or requiring the Company to grant individual employees, for length of service or other reasons, a wage increase which would result in such employee's regular straight time hourly wage rate being in excess of the minimum wage rate herein specified for the work operation he performs; however, in the event any such wage increases are granted, the Company shall notify the Union, in writing, of the names of the employees who are granted an increase, the amount of such increase, the effective date thereof, and the reason therefore.

12.5: Should it be determined that there exists a work operation in the Company's plant for which the classifications set forth in Subsection 12.3 of this Section would not be applicable, or should the Company undertake work operations for which such classifications are not applicable, then, in either event, classifications for such work operations and minimum wage rates therefore shall be established through prompt negotiations between the Company and the Union; and when such classifications and minimum wage rates have been determined (it being understood such determination shall be made within thirty (30) days after the commencement of such work operations), the provisions thereof shall become effective as of the time such work operations commence or retroactive thereto.

Section 13: Apprentices

13.1: First Year70% of Steel Fabricator (Alberta Ticket) and Welder ratesSecond Year80% of Steel Fabricator (Alberta Ticket) and Welder ratesThird Year90% of Steel Fabricator (Alberta Ticket) and Welder rates

Upon completion of three twelve month periods and passing Government tests, shall be reclassified and paid as Group IV or Group V for a maximum of three (3) months then to be reclassified and paid as a Steel Fabricator (Alberta Ticket). No employee's wage rate shall be reduced because of his being reclassified as an Apprentice.

13.2: Apprentices will be paid \$100.00 per week while attending school upon successful completion of their current training year.

13.3: The provisions of this agreement shall be applicable to Apprentices if any are employed by the Company. However, Apprentices shall not be employed except in accordance with "Standards of Apprenticeships" approved by the Company and the Union and must conform to the Apprenticeship Act of the Province of Alberta.

13.4: Apprentices shall retain and accumulate Seniority provided ratio is not greater than one (1) apprentice to three (3) Alberta Ticketed Journeymen.

Section 14: First Aid Attendant

14.1: Designated First Aid Attendants with a valid ticket will be paid twenty cents (20¢) per hour worked, above his or her regular rate of pay.

Section 15: Shift Premium

15.1: Effective June 1st, 2020 the minimum rate of pay for employees working on the second shift shall be at least one dollar and fifteen cents (\$1.15) per hour above their regular hourly rate and the minimum rate of pay for employees working on the third shift shall be at least one dollar and fifteen cents (\$1.15) per hour above their regular hourly rate.

Section 16: Temporary Work Operation

16.1: It is recognized that from time to time it may be necessary for the Company to temporarily assign employees to a work operation other than that on which they are normally employed, therefore the Company may, in accordance with the following provisions, temporarily assign any employee to perform any work operation, however, if an employee is assigned in any one day for an hour or more to a work operation for which the minimum wage rate herein specified is higher than his regular straight time hourly wage rate, then in that event, such employees shall be paid not less than the minimum wage rate herein specified for such work operation for the entire period of such assignment. Notwithstanding the foregoing, it is understood and agreed that should temporary assignments to a higher rated work operation exceed eighty (80) clock hours in a ten (10) week period, then, in that event, such assignment(s) shall be made in accordance with the seniority provisions hereinafter set forth. The regular straight time hourly wage rate of an employee who is temporarily assigned to a work operation for which the minimum wage rate herein specified is lower than his regular straight time hourly wage rate, shall not be reduced, nor shall there be any reduction in the regular straight time hourly wage rate of any employee for the duration of this agreement except as the result of the application of the seniority provisions hereinafter set forth, even though the employee may be receiving more than the minimum wage rate herein specified for the classification in which he is included or classified.

Section 17: Pay Days

17.1: Employees shall be paid on a regular designated pay day every week by direct deposit into employee's bank account. When an employee is laid off or discharged, he shall be paid off on the next scheduled pay by direct deposit.

17.2: There shall be no piece or contract work by the employees and all work performed shall be paid for on an hourly basis.

Section 18: Reporting Pay

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

18.2: Any employee who, by order of the Company, reports for work during the twelve (12) consecutive hours immediately following the regular quitting time of his regular shift shall, for all time worked during such twelve (12) hour period, be paid the applicable overtime rate therefore, or such employee shall receive four (4) hours pay at the applicable overtime rate, whichever is greater.

18.3: Any employee injured at the Company's plant, who is sent to a doctor and returns to work during his regular or scheduled overtime working hours the same day, shall receive the applicable hourly rate(s) for such time thereby lost on such day. Should such employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured, in the event such employee was injured during such employee's regular working hours, such employee shall receive the applicable hourly rate for such regular time thereby lost on such day. If such employee shall receive the applicable hourly rate for such scheduled overtime thereby lost on such day. If such employee shall, on any subsequent day on which he performs work for the Company, go to the doctor for treatment of such injury during his regular working hours, he shall receive the applicable hourly rate for such subsequent visits to the doctor may be required by the Company.

Section 19: Vacations

19.1: Each of the Company's employees to whom this agreement is applicable shall, in each year this agreement remains in effect, be granted a vacation in accordance with the following provisions:

- **19.1.1:** <u>Employees with less than one (1) year of service</u>. Employees with less than one (1) year of service with the Company, as of May 31st in any year, shall receive fourteen (14) consecutive days vacation, commencing on a Monday, and vacation pay equal to four percent (4%) of their total earnings.
- 19.1.2: Employees with one (1) year but less than four (4) years service. Employees with one (1) year but less than four (4) years service with the Company, as of May 31st in any year shall receive fourteen (14) consecutive days vacation commencing on a Monday, and vacation pay equal to five percent (5%) of their total earnings.
- 19.1.3: Employees with four (4) years but less than ten (10) years service. Employees with four (4) years but less than ten (10) years service with the Company, as of May 31st in any year, shall receive twenty-one (21) consecutive days vacation, commencing on a Monday, and vacation pay equal to seven percent (7%) of their total earnings.
- 19.1.4: Employees with ten (10) years but less than fifteen (15) years service. Employees with ten (10) years but less than fifteen (15) years of service with the Company, as of May 31st in any year, shall receive twenty-eight (28) days vacation, commencing on a Monday, and vacation pay equal to nine percent (9%) of their total earnings. Twenty-one (21) consecutive days and the other seven (7) days at the Company's convenience commencing on a Monday.

- 19.1.5: Employees with fifteen (15) years but less than nineteen (19) years service. Employees with fifteen (15) years but less than nineteen (19) years of service with the Company, as of May 31st in any year, shall receive twenty-eight (28) days vacation, commencing on a Monday, and vacation pay equal to ten percent (10%) of their total earnings. Twenty-one (21) consecutive days and the other seven (7) days at the Company's convenience commencing on a Monday.
- 19.1.6: <u>Employees with nineteen (19) years or more service</u>. Employees with nineteen (19) years or more of service with the Company as of May 31st in any year, shall receive thirty-five (35) days vacation commencing on a Monday, and vacation pay equal to ten (10%) percent of their total earnings. Twenty-one (21) consecutive days and the other fourteen (14) days at the Company's convenience commencing on a Monday.

The above percentages shall be paid on total earnings for the twelve (12) month period ending May 31st of the current year.

19.2: In computing an employee's total earnings the vacation pay earned by an employee and all overtime earnings paid by the Company to an employee for the same twelve (12) month period ending May 31st of the current year shall be included in such total earnings. The employees will receive their vacation pay every three months on or about March 31, June 30, September 30, and December 31. There will be no interim payouts.

19.3: Vacations shall not be accumulated but must be granted and taken in the contract year in which they are due, but cannot be taken back to back.

19.4: The Company will advise the employees by April 1st of each year, of its intended summer partial shutdown. The Company will attempt to schedule vacations at times acceptable to individual requirements by mutual agreement except in the case where it is decided to shut-down all or part of the operations. Working during the vacation shut-down shall be on a voluntary basis with due regard to skills, abilities and seniority as long as the employee can perform the work in question without further training. Vacation requests must be submitted in writing no later than six (6) weeks prior to requested time off.

The Company shall notify employees by April 1st of each year, of the vacation shut-down schedule and the employee shall notify the Company in writing by May 1st of each year, the vacation period most desired. The final allocation of vacation periods for the individual employees shall rest exclusively with the Company in order to ensure continuity of plant operations.

If an employee is absent on the workday before such employee's vacation would have commenced because of confirmed illness or injury, he may choose another vacation period.

Section 20: Welfare Benefits

20.1: The Company agrees to obtain from an insurance carrier legally authorized to operate in the Province of Alberta and Alberta Health Care Insurance Commission (hereinafter referred to as "Benefit Carriers"), group insurance protection for each employee covered by this agreement which will provide each employee with the benefits hereinafter set forth in the schedule of "Employee Benefits".

20.2: The Company also agrees to obtain for each of its employee's dependents; life partner and unmarried children under twenty-one (21) years of age or twenty-five (25) years of age if a student in full time attendance at high school or an accredited institute, college or university, the benefits hereinafter set forth in the schedule of "Dependents Benefits". Such benefits shall be obtained from the Benefit Carriers providing the benefits referred to in Subsection 20.1 above.

20.3: Employee benefits

Coverage 1. Life Insurance	Amount \$50,000.00 maximum	Explanation Payable upon death from any cause.
2. (a) Accidental Death	\$50,000.00 maximum	Covers occupational as well as non-occupational accidents and is in addition to Item 1.
 (b) Loss: Both hands or both feet or sight of both eyes or any two of these members. 	As per table of losses	Covers all accidents.
(c) Loss: One hand or one foot or sight of one eye.	As per table of losses	Covers all accidents.
3. Weekly Sick or Accident Benefits	66.67% of employee's regular weekly salary. Maximum Weekly benefit According to Employment Insurance	Covers sickness or non- occupational accidents only. Benefits begin with the first day for accidents and the third day for sickness. Limited to twenty-six (26) weeks for each disability, in accordance with the provisions of the carrier.

Coverage	Amount	Explanation
4. Long Term Disability	65% of basic monthly salary. Maximum Insurable Annual Salary \$45,000.	Long term disability benefits begin after twenty-six (26) weeks and continues until the employee recovers or reaches sixty-five (65) years of age, in accordance with the provisions of the carrier. Covers sickness or non- occupational accidents only. In calculating long term disability benefits, benefits from any other group insurance plan and benefits from any government plan will be taken into account.
5. Dental Plan	Full cost in accordance with the fee schedule as per current contract June 1, 2020: Maximum of \$1,600.00 per family member per year June 1, 2023: Maximum of \$1,700.00 per family member per year June 1, 2024: Maximum of \$1,800.00 per family member per year	(A) As provided for by the Benefits Carriers' Basic Dental Service Plan; 100% reimbursement basis.(B) As provided for by the Benefit Carriers' Extensive Dentistry Plans; 50% reimbursement basis.
6. Medical and Surgical Benefits7. Hospital and "Other Services" Benefits	Deductible \$5.00 per drug	As provided for in the Alberta Health Care Insurance Plan. As provided for by the Benefit Plan Carrier, in accordance with the current collective agreement.
8. Vision Care: Eye Exam	Maximum of \$100.00	Maximum reimbursement of \$100 for each consecutive 24-month period for insured person between 19 and 64 years of age for eye examination.
9. Vision Care: Eye Wear	Maximum of \$200.00	Maximum combined reimbursement of \$200, per person, for each consecutive 24-month period for eye glasses, contact lenses or laser eye surgery.

20.4: Dependents benefits

20.4. Dependents benefits	—	
1. Dental Plan	Full cost in accordance with the fee schedule As per current contract	 (A) As provided for by the Benefits Carriers' Basic Dental Service Plan; 100% reimbursement basis.
	June 1, 2020: Maximum of \$1,600.00 per family member per year June 1, 2023: Maximum of \$1,700.00 per family member per year June 1, 2024: Maximum of \$1,800.00 per family member per year	(B) As provided for by the Benefit Carriers' Extensive Dentistry Plans; 50% reimbursement basis.
2. Medical and Surgical Benefits	Deductible \$5.00 per drug	As provided for in the Alberta Health Care Insurance Plan.
3. Hospital and "Other Services" Benefits		As provided for by the Benefit Plan Carrier, in accordance with the current collective agreement.
4. Vision Care: Eye Exam	Maximum of \$100.00	Maximum reimbursement of \$100 for each consecutive 24-month period for insured person between 19 and 64 years of age for eye examination.
5. Vision Care: Eye Wear	Maximum of \$200.00	Maximum combined reimbursement of \$200, per person, for each consecutive 24-month period for eye glasses, contact lenses or laser eye surgery.

20.5: Each employee and each employee's eligible dependents, if any, shall be fully covered by the benefits hereinabove set forth on the day such employee becomes eligible (the first day of the calendar month following completion of his probationary period) and shall continue to be fully covered while in the employ of the Company. In the event of any employee covered by benefits set forth in this Section 20 being off work because of illness or injury, such benefits, including dependents benefits, will be continued in full force and effect for the duration of such illness or injury as long as such employee retains his seniority and maintains his membership in the Union as provided for elsewhere in this agreement. In the event of an employee being laid off, the benefit and the Long Term Disability Benefit unless an employee is already receiving such benefit, shall be continued for three (3) calendar months following the month in which the layoff occurs unless the employee obtains other employment, is recalled, or does not maintain his membership in the Union, as provided for elsewhere in this agreement. In the event of an employee previously covered by benefits provided for in this Section 20 being laid off and subsequently recalled to

work within one (1) year from date of such layoff, such employee shall be fully covered by the benefits set forth in this Section 20, including dependents benefits, on the first day of the calendar month following such employee's return to work.

20.6: The Company agrees to assist its employees in filing all claims for benefits provided for in this Section 20 and shall act as the employee's agent without cost to the employees, with respect to obtaining prompt and proper settlement of all claims.

20.7: Each employee shall be furnished by the Company with a copy of a booklet or leaflet containing the benefits hereinabove set forth.

20.8: The benefits provided for in this Section 20 shall be paid for on the following basis: the Company shall pay sixty-eight percent (68%) of the cost and the employee(s) shall pay thirty-two percent (32%) of the cost.

Section 21: Pension Plan

21.1: Effective June 1, 2020, the Company shall pay one dollar (\$1.00) per hour for each hour of time paid each employee covered by this Agreement to the Shopmen's Local Union No. 805 Pension Trust Fund and each employee shall pay one dollar (\$1.00) per hour for each hour of time paid him by the Company to such Pension Trust Fund.

21.2: Effective June 1, 2021, the Company shall pay one dollar and five cents (\$1.05) per hour for each hour of time paid each employee covered by this Agreement to the Shopmen's Local Union No. 805 Pension Trust Fund and each employee shall pay one dollar and five cents (\$1.05) per hour for each hour of time paid him by the Company to such Pension Trust Fund.

21.3: Effective June 1, 2022, the Company shall pay one dollar and ten cents (\$1.10) per hour for each hour of time paid each employee covered by this Agreement to the Shopmen's Local Union No. 805 Pension Trust Fund and each employee shall pay one dollar and ten cents (\$1.10) per hour for each hour of time paid him by the Company to such Pension Trust Fund.

21.4: Effective June 1, 2023, the Company shall pay one dollar and fifteen (\$1.15) per hour for each hour of time paid each employee covered by this Agreement to the Shopmen's Local Union No. 805 Pension Trust Fund and each employee shall pay one dollar and fifteen (\$1.15) per hour for each hour of time paid him by the Company to such Pension Trust Fund.

21.5: Effective June 1, 2024, the Company shall pay one dollar and twenty cents (\$1.20) per hour for each hour of time paid each employee covered by this Agreement to the Shopmen's Local Union No. 805 Pension Trust Fund and each employee shall pay one dollar and twenty cents (\$1.20) per hour for each hour of time paid him by the Company to such Pension Trust Fund.

Section 22: Erection and Field Fabrication

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

Section 23: Seniority, Probation, Discharge

23.1: Seniority shall be defined as length of continuous service by an employee within the bargaining unit described and set forth in Section 1 of this agreement. Employees shall be regarded as probationary employees until they have worked for the Company within the bargaining unit an aggregate total of ninety (90) days or 720 worked hours (whichever is first) within the period of six (6) months from the first date of employment, with the exception of ten percent (10%) reduction in wages which will be waived after fifty (50) working days or 400 worked hours (whichever is first) and during such probationary period all the provisions of this agreement shall apply to such employees except the provisions of subsection 23.2 of this Section; however, should any such probationary employee be discharged or laid off, the Company shall be under no obligation to re-employ such person and such discharge or lay-off shall not be subject to the provisions of the Grievance Procedure (section 25). When employees have completed the aforementioned probationary period, they shall have a Company wide seniority status beginning with the date of employment within the bargaining unit and their continuous service shall commence as of such date. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of layoff, injury, illness, leaves of absence, or other causes not due to the voluntary act or fault of the employee; however, the continuous service of an employee and his seniority status shall be terminated for any of the following reasons unless the Company and the Union, by agreement in writing, determine otherwise:

- **23.1.1:** Absence of an employee from work for three (3) consecutive regular work days without having requested permission to be absent or without notifying the Company, during such three days, of the necessity of being absent, unless failure to request permission to be absent or so notify the Company was due to circumstances beyond such employee's control.
- **23.1.2:** Failure of an employee to report for work and return to work, when laid off, in accordance with the following procedures: employees who are laid off shall keep the Company advised, in writing, of their current address. Any employee who is laid off shall be recalled to work by the Company when work is available for him in accordance with his seniority status, and the Company shall notify such employee, in writing or by courier addressed to such address, which shall specify the date and hour to report to work, which shall not be less than five (5) regular work days nor more than ten (10) regular work days after the mailing or sending of such notice. The employee shall, within three (3) regular work days after receiving such notice, notify the Company by mail, courier, telephone call, or by person whether or not he will report to work at the time requested; however, such notification shall not be required of the employee in the event the employee is unable to give such notice or to return to work as requested because of injury or confirmed illness prohibiting him from doing so.

Within twenty-four (24) hours after the Company has sent such notice to such employee to report for work, as hereinabove provided, a copy of such notice shall be given to the Union's Chief Shop Steward.

- **23.1.3:** Discharge of an employee for proper cause.
- **23.1.4:** When an employee resigns or quits.
- **23.1.5:** Failure of an employee to report to work and return to work following the conclusion of an approved leave of absence.
- **23.1.6:** When an employee has not performed any work for the Company for eighteen (18) consecutive months as a result of layoffs by the Company or as a result of illness or injury.
- **23.1.7:** When an employee has not performed any work for the Company for twenty-four (24) consecutive months as a result of compensable (WCB) illness and/or injury.
- **23.1.8:** When an employee leaves the bargaining unit for six (6) consecutive months or more to work as a Shop Supervisor for the Company. No employee will be allowed to do so more than once in a five-year period.

23.2: In all cases of promotions, demotions, when filling vacancies which may occur, when new work operations are created, when work operations are abolished, when work operations that have been abolished are re-established, and in all cases of increase or decrease of forces, preference shall be given employees with the greatest length of continuous service and who have the ability to perform the work operation in guestion in accordance with the generally recognized shop requirements for such work. In all cases of demotions, when work operations are abolished, and when decrease in forces occur, the employee(s) affected may replace any junior employee assigned to a work operation which the senior employee is capable of performing; however, such senior employee may, in lieu of accepting a lower rated work operation, take time off (not to exceed eighteen (18) months) and in that event, such employee shall not be compelled to subsequently accept an assignment to a lower rated work operation as a condition of retaining his seniority status. Should the Company give preference to an employee whose length of service is less than another employee, and if the senior employee feels that the Company has not properly considered his ability to perform the work in question, such employee shall be given at least ten (10) work days, which may be extended by mutual agreement between the Company and the Shop Committee, in which to demonstrate his ability to perform the work in question. When it becomes necessary to lay off employee(s), such employee(s) shall be so notified, in writing, before the lay off occurs, in accordance with the following:

23.2.1: Temporary lay offs expected to last more than two (2) days but less than sixty (60) calendar days - three (3) regular work days' notice.

- **23.2.2:** Layoffs expected to last sixty (60) calendar days but less than twelve months, ten (10) regular work days' notice for employees with two (2) years or more of service, five (5) regular work days' notice for employees with less than two (2) years of service.
- **23.2.3:** Employees with more than thirty (30) work days, but less than two years' continuous service, shall receive five work days' notice.
- **23.2.4:** Employees with two (2) years, but less than four (4) years continuous service, shall receive ten (10) working days' notice.
- **23.2.5:** Employees with four (4) years, but less than six (6) years continuous service, shall receive twenty (20) working days' notice.
- **23.2.6:** Employees with six (6) years, but less than eight (8) years continuous service, shall receive twenty-five (25) working days' notice.
- **23.2.7:** Employees with eight (8) years, but less than ten (10) years continuous service, shall receive thirty (30) working days notice.
- **23.2.8:** Employees with more than ten (10) years continuous service, shall receive forty (40) working days notice.

Any employee not so notified, or not recalled after a temporary lay off of not more than sixty (60) calendar days, shall receive his or her regular rate of pay for any difference between the length of notice given him or her and the requirements provided for above, however, such notice shall not be required with respect to temporary lay offs because of lack of work for two (2) work days or less, or because of breakdown of machinery, floods, fires, or Acts of God; however, the determination as to the employee(s) who is to be laid off for either such reasons shall be made in accordance with the foregoing provisions of this Subsection. Any employee not so notified, or not recalled after eighteen (18) months, shall receive his or her regular rate of pay for any difference between the length of notice given him or her and the requirements provided for above. Seniority shall not be invoked by an employee which would result in the displacement of another employee except as a result of the application of the foregoing provisions of this Subsection. When work is available in any classification on any shift which would necessitate that new employees be hired for such work, the employees classified in such classification and who are assigned to another shift, shall, in accordance with their length of continuous service, be given an opportunity to be transferred to the work available in their classification on such other shift before new employees are assigned to such work. The foregoing provisions for this Subsection shall not apply to probationary employees referred to in Subsection (23.1) of this Section; therefore, in all cases of decrease of forces, all probationary employees, if any shall be laid off before any other employees are laid off.

23.3: When it becomes necessary to increase the number of employees on any job, when new jobs are created, when jobs are re-established and when vacancies occur, the Company shall post on its bulletin boards and furnish each Shop Steward lists containing the jobs to be filled. Such list shall remain posted for five (5) consecutive work days in order that any employee who desires to, may submit his bid for such job.

Employees who desire to submit a bid for the job in question shall make application therefore in writing, on forms furnished by the Company, such form to be submitted to the Company within the aforementioned five (5) consecutive day period. Upon receipt of an application from an employee, or employees, for the job in question, the Company shall give preference to the employee with the greatest length of service subject to his ability to perform the work in question. Should the Company give preference to the employee whose length of service is less than another employee, and if the senior employee feels that the Company has not properly considered his ability to perform the work in question, such employee shall be given ten (10) work days (or a lesser time by mutual agreement between the Company and the Shop Committee) in which to demonstrate his ability to perform the work in question; and, in the event such employee fails to qualify within such number of days, he shall be returned to his former position without loss of seniority. In the event the Company gives preference to an employee whose length of service is less than another employee, and if the senior employee is given the aforementioned trial period in which to demonstrate his ability to perform the work in question, such employee shall receive his regular rate of pay during such trial period; and, in the event it is ascertained he does have the ability to perform the work in question, he shall receive not less than the minimum rate specified in Section 12 for the work operation in question, which shall be retroactive to the date on which the trial period began.

23.4: A copy of any hire, termination, lay-off or rate change slip applicable to any employee covered by this agreement, will be emailed by the Company to the Union office within one (1) working day of the issuance of such slip to the employee concerned. No layoff will become effective until the Union Office has received a copy of the layoff notice. The Chief Shop Steward will be provided a listing of shop employees: name, number, hire date and classification.

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

23.6: Apprentices shall retain and accumulate plant wide seniority under the provisions of this Section 23.

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

23.8: When an employee fails his recertification Canadian Welding Bureau (CWB) test twice consecutively, the third retest will be completed on the employee's own time, at the employee's own cost. Multiple failed CWB tests may be grounds for dismissal.

Section 24: Leaves of Absence

24.1: Leaves of absence, without pay, shall be granted by the Company to an employee for reasonable cause, without prejudice to the employee's seniority or other rights. Application for leave of absence must be made in writing to a representative of the Company designated by it for such purpose, and be approved in writing by such Company representative, and a copy thereof given to the Chief Shop Steward for the Union. Accumulated vacation days must be used prior to leave of absence coming into effect. Generally, such leave of absence will be for a period of not more than forty-five (45) days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any employee elected or appointed as a Union officer, or as a delegate to any labour activity, necessitating a leave of absence, shall be granted such leave, without pay, for a period of a single term of office or three (3) years, whichever is the lesser, subject to renewal at the end of such period at the option of the Company. Employees granted "leaves of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with his accumulated seniority and, in any event, shall be re-employed as soon as work is available in accordance with such employee's seniority status. Any employee who, while on leave of absence, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge. The Chief Shop Steward shall receive a copy of the permission for the leave of absence within one (1) work day of it being issued to the employee. The Chief Shop Steward or the employee's Shop Steward shall have his copy before the leave of absence becomes effective.

24.2: In the event of a death in the immediate family (mother, father, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law) of an employee, such employee shall be permitted to take such time off as may be necessary. Such employee shall be paid for eight (8) hours at his regular straight time hourly rate for each work day so taken, but not to exceed five (5) days pay for their immediate family (spouse and child) and not to exceed three (3) days pay for the remaining immediate family. Any further necessary time required shall be considered, for a period up to two (2) weeks and said employee shall be considered for vacation absence. The preceding will be considered on a case by case basis and in consideration of production requirements, available manpower and undue hardship to the Company. The Company reserves the right to request proof of death and proof of travel.

24.3: All negotiations for a new agreement or amendments to this agreement shall be conducted during working hours and the Company agrees to pay not more than three (3) members of the Union's Negotiating Committee their regular rate of pay for time spent in such negotiations.

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

days specified in such subpoena or summons. It is the employee's responsibility to provide evidence of service and amount of pay received.

Section 25: Grievance Procedure

25.1: A Chief Shop Steward and Assistant Chief Shop Steward and one Shop Steward for each major department of each shift, shall be appointed by the Union from among its members employed by the Company. The Union shall keep the Company informed of the names of the members who have been appointed as Stewards.

25.2: The Chief Shop Steward and Assistant Chief Shop Steward and one Departmental Shop Steward shall constitute the Shop Committee. In the absence of the Chief Shop Steward, or Assistant Chief Shop Steward, whichever is present and two (2) Department Shop Stewards, shall constitute the Shop Committee. Shop Stewards shall not be discriminated against for performing their duties as hereinafter provided for, nor shall any employee be discriminated against for presenting a grievance or dispute, or consulting with a Shop Steward about any complaint or grievance such employee may have. After a grievance or dispute has been presented, as provided for in Subsections (25.3) and (25.4) hereof, no Foreman, Supervisor or other representative of the Company shall discuss such grievance or dispute with the employee(s) unless the Shop Steward is present during such discussion.

25.3: Should a grievance or dispute arise between the Company and the Union in connection with the application, interpretation, or alleged violation of any provision of this agreement, the complaining or aggrieved party shall serve notice thereof, in writing, on the other not later than five (5) work days from the date the grievance or dispute occurred or comes to the attention of the complaining or aggrieved party; and within ten (10) work days immediately following receipt of such written notice, a designated representative(s) of the Union and a designated representative(s) of the Company shall make an earnest effort to settle such grievance or dispute, and failing to do so, the matter shall upon written notice of either party to the other, be submitted to arbitration in accordance with the arbitration provisions hereinafter set forth in this agreement, provided such written notice is given within ten (10) work days immediately following the receipt of the responding party's written answer, which answer shall be given within ten (10) work days following the meeting.

25.4: Should a grievance or dispute arise between the Company and an employee, or employees, the aggrieved employee, or employees, with a Steward, shall present such grievance immediately, and in any event, not later than ten (10) work days from the date the grievance or dispute occurred or comes to the attention of the complaining or aggrieved party, present such grievance orally to the aggrieved employee's Foreman. If through discussion the dispute is not satisfactorily resolved, the grievance shall be reduced to writing on forms furnished by the Company and approved by the Union and presented in Step 1 within two (2) work days of such discussion. In the case of a suspension or discharge, if the discharge or suspended employee feels that he has been unjustly dealt with, he may take the matter up as a grievance beginning with Step 3 of the grievance procedure.

Step 1: The aggrieved employee's Steward shall present the written grievance, signed by the employee, to the employee's Foreman. The Foreman shall render his decision in writing within three (3) work

days. If the decision is satisfactory, it shall be signed by the Shop Steward. In the event the Foreman's decision is not satisfactory, the grievance may be presented at Step 2 within three (3) work days following receipt of the Foreman's decision.

- Step 2: The Chief Shop Steward or Assistant Chief Shop Steward and a member of the Shop Committee, with or without the aggrieved employee, shall meet with the Foreman and/or designated Company representatives promptly but not later than five (5) work days after the grievance is presented at Step 2. The decision of the Foreman shall be given in writing to the Chief Shop Steward within three (3) work days after the meeting. If the decision is satisfactory, it shall be signed by the Chief Shop Steward or Assistant Chief Shop Steward. In the event the Foreman's decision is not satisfactory, the grievance shall be presented at Step 3 within three (3) work days following receipt of the Foreman's decision.
- Step 3: A representative of the Union and the Shop Committee shall meet with the Assistant General Manager - Production and/or designated Company representatives within five (5) work days after the grievance is presented at Step 3. The decision of the Assistant General Manager - Production shall be given in writing to the Chief Shop Steward within five (5) work days after the meeting. If the decision is satisfactory, it shall be signed by the Chief Shop Steward or Assistant Chief Shop Steward. If the decision is not satisfactory, the grievance, shall, upon written notice of the Company or the Union, be submitted to arbitration in accordance with the arbitration provisions hereinafter set forth in this agreement provided such notice is given within ten (10) work days following receipt of the Assistant General Manager -Production's decision.

25.5: The time limits here above provided for may be extended by mutual agreement between the Company and the Union. Failure by either party to reply to a grievance within the specified or agreed time limit shall entitle the aggrieved party to advance the matter to the next step of the grievance procedure.

25.6: Processing of grievances or disputes in Steps 1, 2 and 3 of Subsection (25.4) hereof, shall be on Company time without loss of pay to the Shop Stewards. The Union agrees that this privilege shall not be abused and the Shop Stewards will not absent themselves from their work place to process a grievance or dispute without notifying their Foreman.

25.7: The Shop Stewards provided for and mentioned in this Section 25 shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this agreement. They shall not have, or be deemed to have, any other authority to act for or bind the Union.

Section 26: Arbitration

26.1: Any differences or disputes between the Company and the Union, or between the Company and an employee, or employees, relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether or not a matter is arbitrational, that has not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding section of this agreement, shall, upon written request of either party, which request must be made within ten (10) work

days after the dispute in question has been processed pursuant to Subsection (25.3) or Step 3 of Subsection (25.4) of the preceding section of this agreement, be submitted to the Board of Arbitration composed in the following manner. One member of the Board of Arbitration shall be selected by the Company and one member selected by the Union within seven (7) working days after receipt of such written request. The two Arbitrators so selected shall meet immediately and if within three (3) days they fail to settle the dispute in question, they shall endeavor to agree upon a third member of the Board of Arbitration, and in the event such third member is not mutually agreed upon within two (2) weeks, such third member shall be selected by the Minister of Labour, Province of Alberta, as provided for in the Labour Relations Act of such Province, and such third member shall be the Chairman of the Board of Arbitration. The Board of Arbitration shall hear and determine the difference of allegation and shall issue a majority or unanimous decision in writing; such decision shall be final and binding upon the parties and upon any employee affected by it. The Company, the Union and the employees covered by this Agreement shall do, or abstain from doing, anything required of them by the decision of the Board of Arbitration. The expense of the Arbitrator selected by the Company shall be paid by the Company, the expense of the Arbitrator selected by the Union shall be paid by the Union, and the expense of the third Arbitrator shall be borne equally by the Company and the Union.

26.2: The foregoing provisions for arbitration are not intended, and shall not be construed as in any way qualifying or making subject to change, any term or condition of employment specifically covered by this agreement, nor shall the Board of Arbitration have any authority to alter or change any of the provisions of this agreement, or substitute any new provisions in lieu thereof, or make any decision inconsistent with the terms and provisions of this agreement. It is expressly understood and agreed that the foregoing provisions for arbitration shall not apply to any dispute as to terms or provisions to be incorporated in any proposed new agreement between the parties. However, the Board of Arbitration is hereby authorized and empowered to make its decision and award retroactive including retroactive pay for employees improperly or unjustly laid off or discharged, if in their judgement, circumstances justify such an award. Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinabove provided for shall be submitted to the Board of Arbitration who made the award who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.

26.3: A matter which has been properly proceeded through the grievance procedure may, on the agreement of the parties, be referred to a sole arbitrator.

Section 27: Strikes and Lockouts

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

condition or willful restriction or reduction of production by an employee which is within such employee's reasonable control.

Section 28: Plant Visitation

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

Section 29: Bulletin Boards

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

Section 30: Health and Safety

30.1: The parties hereto recognize the importance of safety provisions in the plant for the welfare of employees and the protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment. There shall be a permanent Safety Committee consisting of not less than three (3) persons, who shall be employees of the Company, selected by the Union, and not more than three (3) persons selected by the Company. This Committee shall meet regularly on some one day of each month, to be agreed upon by the members of the Committee, to investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Company and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the Committee may call to its attention. A copy of the minutes of the Safety Committee meetings shall be made available to the Union office, upon request.

30.2: For each employee required to wear prescription glasses to perform his work, the Company will supply such employee with prescription safety lenses and fifty (dollars) \$50.00 towards the cost of the frames as required, at no cost to the employee.

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

30.4: The Company will supply the tools required by each employee for the normal performance of his duties including tapes, tape refills and chipping hammers on a sign out basis. All articles to be returned in good condition, normal wear and tear excepted. The cost of such articles not returned shall be deducted from the employee's pay cheque.

30.5: Employees who normally work inside the shop and who are required to work outside the shop, will be provided with suitable overclothing and overshoes. Employees who are required to work on a full time basis outside the shop will be supplied with suitable over clothing and overshoes.

30.6: The Company will supply available parking space equipped with an electrical outlet of sufficient capacity for a block heater. Such parking spaces shall be for the exclusive use of the Company's employees, and shall be allocated on the basis of seniority. Car warmers or battery chargers will not be allowed to be plugged in. The Company accepts no responsibility for damages which may occur due to power failure or with an electrical outlet of sufficient capacity for a block heater.

30.7: Each employee will receive ten cents (\$0.10) for each hour worked (January to December) for a safety boot premium. Safety boot premium to be paid by the end of January each year by net deposit. Any employee that resigns or is terminated for Just Cause, before January 31st shall not be eligible to receive the boot allowance.

30.8: Each employee will receive ten cents (\$0.10) for each hour worked (January to December) as a clothing allowance premium. Clothing minimum required standards to be defined and communicated by the Company, within reasonable health and safety guidelines. Clothing allowance premium to be paid by the end of January each year by net deposit.

30.9: The Company shall supply the following Personal Protective Equipment on a loan basis, and the employee will be required to maintain and return them in good serviceable condition (fair wear and tear excluded). Hard Hat; Safety Glasses; Hearing Protection; Face shields; Gloves (specific to the task); Respirator masks; Welding Jackets; Welding Sleeves; Work Aprons; Arc Flash Gear; Fire Retardant clothing (when applicable to the task) and job specific specialized PPE (as required).

Section 31: Saving Clause

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

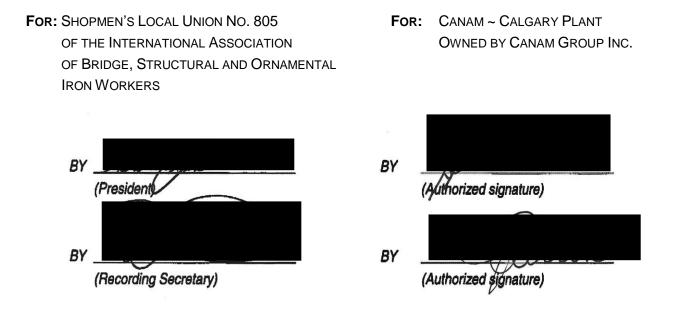
Section 32: Interim Amendment

32.1: This agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under Section 32, and upon receipt thereof, the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment. The giving of such written Request for Interim Amendment and specify understood that if any disagreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Section 32, such disagreement shall not be reviewable under the grievance procedure set forth in Section 25, nor arbitrational under the arbitration provisions and procedure set forth in Section 26 of this agreement.

Section 33: Term of Agreement

33.1: This agreement and any amendments thereto, shall continue in effect until midnight of May 31, 2025 and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other, in writing via confirmed email, or by registered mail if not confirmed electronically, within the ninety (90) days immediately preceding the expiration date, of its desire to amend this agreement. In the event a notice of desire to amend this agreement is given by either party as hereinabove provided, the parties shall meet within fifteen (15) days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating such amendment or a new agreement. If, pursuant to such negotiations, a new agreement or a renewal of this agreement is not reached prior to the current expiration date, the terms and conditions set forth in this agreement and/or any amendments thereto, shall continue in effect without change until a new agreement is agreed upon or until a strike or lockout occurs according to law. When and if a new agreement is agreed upon, same shall be made effective and retroactive to the current expiration date of this agreement.

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



Canam Group Inc & Shopmen's Local Union 805: June 1, 2020 to May 31, 2025