

CANADIAN IRON, STEEL AND INDUSTRIAL WORKERS' UNION
LOCAL#2

THIS AGREEMENT entered into this 1st day of April, 2023.

BETWEEN:

MACRO INDUSTRIES INC.
Suite 300, 112 4th Ave, SW
Calgary, AB T2P 0H3

(hereinafter referred to as the "Employer" or the "Company")

AND:

CANADIAN IRON, STEEL AND INDUSTRIAL WORKERS'
UNION LOCAL #2
P.O. Box 66123 Heritage
Edmonton, AB, T6J 5E0

(Hereinafter referred to as the "Union")

WHEREAS the Employer and the Union are desirous of entering into a
Collective Agreement;

AND WHEREAS the Alberta Labour Board, has recognized the Union and
has granted status;

AND WHEREAS the Employer and the Union desire to establish and
maintain conditions which will promote an harmonious relationship between the
Employer and the employees covered by this Agreement;

AND WHEREAS the parties desire to provide methods of fair and amicable
adjustments of disputes which may arise between them;

AND WHEREAS the Union has conducted a ratification vote among all
employees;



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 hereto as follows:

ARTICLE 1 -PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and its employees, to set forth all agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 2 - SCOPE AND VOLUNTARY RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all Pipeline Construction Labourers, Pipeline Construction Operating Engineers, and Pipeline Construction Pipefitters, including general foremen but excluding superintendents of the Company working on pipeline construction.
- 2.02 Employee or employees wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.
- 2.03 The Union, in conjunction with the Employer, may determine on a project or site basis if special dispensation is required to become competitive or the members have a specific concern not addressed herein and, should the necessity arise, may by mutual agreement and in writing, add, amend, or delete any terms or conditions of the Agreement for the length of the job.



ARTICLE 3 - UNION SECURITY

3.01 All employees covered by this Agreement must make application to become members in good standing of the Union and the Union agrees to issue membership.

All new employees covered by this Agreement must apply to become members and must maintain membership in good standing in the Union as a condition of employment, within thirty (30) working days of the date they commenced.

3.02 Upon written authorization from each employee, the Company agrees to deduct from the first pay of each month, from the earnings of every employee covered by this Agreement, a sum equal to the monthly dues set forth herein and remit same to the Financial Secretary of the Union not later than the fifteenth (15th) of the month in which the deduction is made, with a list, in duplicate, of the names of the employees to whom said monies are to be credited. Should any employee have no earnings due him or her on the first day of any month, such deduction shall be made from the next succeeding pay of the employee in question. Upon receipt of such deduction and list, said Financial Secretary shall receipt and sign one copy of the list and promptly return same to the Company. The monthly Union dues are an amount equal to one and one quarter (1-1/4) hours of pay per month by each employee to whom this Agreement is applicable (it being understood that any employee who receives forty (40) hours pay or more in any month shall have full dues deducted). Such dues shall not be changed except in accordance with the provisions of the Constitution and By-laws of the Union, and in such event, said Financial Secretary shall notify the Company in writing.

3.03 The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits or charges brought against it by an employee as a result of deduction of dues in accordance with this Article.



- 3.04 The Union recognizes the right of the Employer to hire whomever it chooses. The Employer may, however, give the Union the opportunity to refer suitable applicants for employment beyond the employees specifically listed above, when required, and if the Union cannot supply a fully qualified and suitable applicant within twenty-four (24) hours of the request, the Employer may hire elsewhere. In the event that the Union refers an employee who subsequently turns out to be unqualified or unsuitable, then the Employer may reject or terminate the said employee without recourse.
- 3.05 The Company agrees to contribute twenty-five cents (\$0.25) per hour for all hours worked as a contract administration fee to cover hiring and contractual expenses.
- 3.06 The Union will initiate a Death Benefit Fund covering all employees working under this agreement including dependent contractors with a minimum \$500.00 (five hundred dollars) payout.
- 3.07 All new employees are hired on a job by job basis and are subject to a forty-five (45) working day probationary period within any six (6) month period. During any probationary period, the Company may discharge the employee if it considers the individual to be unsuitable, to be not properly qualified, or if the individual's performance is found to be unsatisfactory. The Company's decision must be made in good faith and cannot be wholly arbitrary or wholly discriminatory. The scope of an arbitrator's review in cases involving the dismissal or discipline of a probationary employee shall be limited by this provision.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:

(a) to maintain order, discipline, efficiency and in connection



therewith to establish and enforce reasonable rules and regulations;

(b) to hire, transfer, layoff, recall, promote, demote, retire, classify, assign duties, dismiss, suspend or otherwise discipline employees; and

(c) to determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.

The Company reserves any and all of its prior rights which have not been modified, limited, restricted or released by specific wording elsewhere in this Agreement.

ARTICLE 5 - UNION REPRESENTATION

5.01 A Shop Steward may be appointed by the Union and shall not be discriminated against with respect to carrying out his lawful duties as a Shop Steward. The Company shall be notified by the Union of the name of the Shop Steward. The Company agrees to provide reasonable time to the Shop Steward to carry out his lawful and reasonable duties.

5.02 The Company agrees to allow Union representatives reasonable access to the Company's work premises, subject to restrictions of the owner, provided that the request for such entry has been made to the Company prior to the entry. That permission shall not be unreasonably withheld. The Union Representative shall not in any way interfere with the normal operations of either the Company or the owner.

5.03 Bulletin Board: The Union will have use of one bulletin board provided by the Company at its offices for the purposes of posting official Union notices that have been approved by the Company and which may be of interest to employees of the Company. Such material may be posted only on the authority of the Shop Steward or Union official.



- 5.04 The Union may appoint a Jobsite Steward on larger projects, who shall receive an additional \$1.00 per hour.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A Shop Steward shall be appointed by the Union, pursuant to paragraph 5.01, from among its members employed by the Company.

- 6.02 The Shop Steward shall constitute the Shop Committee. In the absence of the Shop Steward, another employee shall constitute the Shop Committee. The Shop Steward shall not be discriminated against for performing duties as hereinafter provided for. The Union shall notify the Company within fifteen (15) days after the signing of this Agreement of the name of its member who is appointed as Shop Steward and shall within fifteen (15) days notify the Company when changes occur. The Company shall notify the Union within fifteen (15) days after the signing of this Agreement of the names of Foremen whom the Steward should contact when seeking information or in connection with adjustments of disputes that may arise. The Company shall within fifteen (15) days notify the Union when changes occur. In performance of his other duties in connection with adjusting grievances, the Shop Steward, if required to leave his job, must first obtain permission from his general Foreman.

- 6.03 Grievance as used in this Agreement is a complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

- 6.04 The Company, employee or Union must present all grievances within five (5) working days from the date there is evidence of a grievance having occurred. Failure to do so shall mean the grievance is abandoned. The procedure for the adjustment of a grievance shall be as follows:

STEP I Any employee who believes that he has a justifiable complaint or unsatisfied request may discuss the matter with his Foreman, with the Steward present. At this stage the employee must



clearly state that he is initiating Step 1 of this Grievance Procedure. The Foreman shall give his reply within two (2) working days or at a time mutually agreed *upon*.

STEP 2 Should the employee be dissatisfied with the Foreman's disposition of such complaint; the grievance may be referred to the Superintendent. At this Step the grievance shall be reduced to writing, giving all particulars including the applicable Article of the Agreement if interpretation or alleged violation of the Agreement is involved. The Superintendent will answer the grievance in writing within five (5) working days, or at a time mutually agreed upon. (Where the employee's Foreman does not report to a Superintendent, then the employee's Foreman will handle Step 2.)

STEP 3 If no settlement is reached in Step 2, the grievance may be referred to the Superintendent of the Company or in his absence, his representative. The Superintendent will answer the grievance in writing within five (5) working days or at a time mutually agreed upon.

- 6.05 Grievances not processed from one Step to another within five (5) working days shall be deemed to be settled on the basis of the last written reply to the Griever. Failure to reply to the grievance within the agreed time limit shall mean that the grievance is conceded.
- 6.06 All settlements arrived at under this Article shall be final and binding upon the Company, the Union and the employees or group of employees concerned.
- 6.07 The Union or the Company shall have the right to initiate a group grievance or a grievance of a general nature at Step 3, Subsection 6.04.
- 6.08 Insofar as possible, all grievances and disputes not settled as provided for in Step 1 of this Article shall be taken up on some one day of each week to be mutually agreed upon. Grievances necessitating immediate action shall be handled during working hours without loss of pay to the Shop Committee.
- 6.09 The Shop Steward provided for and mentioned in this Article 6 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. He shall not have, or be deemed to have, any other authority to act for or bind the Union.

ARTICLE 7 -ARBITRATION

7.01 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 arbitrable, that have not been satisfactorily settled pursuant to the grievance procedure as set forth in the preceding section of this Agreement, shall upon the written request of either party, which request must be made within fifteen (15) calendar days after the dispute in question has been processed pursuant to Step 3 of Section 6.04 of the preceding Article of this Agreement, be submitted to an Arbitrator. The Arbitrator for this agreement shall be mutually agreed upon.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision in writing. Such a 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 refrain from doing anything required of them by the decision of the Arbitrator. The expense of the Arbitrator shall be borne equally by the Company and the Union.

7.02 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 Arbitrator 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 the 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. 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 Arbitrator 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.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

8.01 The Company agrees that it will not cause or direct any lockout of its employees for the duration 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, premises, or places of work. The Union further agrees that any employee or employees participating in, taking part in, instigating or assisting in instigating such strike, picketing, sit-down, stand-in, or curtailment or restriction of production or interference with work in or about the Company's plant, premises, or places of work, for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control.

ARTICLE 9 - RE-ENGAGEMENT

9.01 The Company will make a reasonable effort to re-engage those employees on layoff who have previously been employed by the Company for more than sixty (60) days by either a telephone call to their last known telephone number or by a registered letter to their last known place of residence on the records of the Company. Where the Company requires employees within seven (7) days, it will not be required to follow the provisions of the previous sentence.

9.02 A right to re-engagement under Article 9.01 shall be automatically terminated if the employee:

(a) quits; or

- (b) fails to receive a clearance from the Union; or
- (c) is absent from work for three (3) or more consecutive days without notifying the Company, unless he gives reasons satisfactory to the Company for his failure to so notify; or
- (d) is absent from work due to illness or injury for a period of twenty-six (26) weeks or less without providing the Company with a medical certificate from a qualified medical practitioner upon his return to work, certifying that the employee was incapable of working due to such illness or injury for a specified period of time which coincides with his absence from work; or
- (e) is laid off for a period in excess of six (6) months; or
- (t) is absent due to illness or injury for a period in excess of twenty-six (26) weeks; or
- (g) fails to return to work within two (2) days after being given notice of recall; or
- (h) works for another employer while absent from his employment with the Company, except while on layoff; or
- (i) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (j) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Company is given; or
- (k) fails to perform to the expectations of the Company.

ARTICLE 10-LEAVE OF ABSENCE

10.01 The Company may grant a leave of absence to an employee without pay for a period not exceeding thirty (30) days provided that:



- (a) the employee gives notice in writing to his supervisor of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of an emergency); and
- (b) in the judgment of the Company, the proposed leave of absence can be arranged without undue inconvenience to normal operations.

10.02 Applicants must indicate, on forms provided by the Company, the reason(s) for their leave of absence and the expected dates of departure and return when giving notice of their request for a leave of absence.

10.03 The Company shall notify in writing both the applicant and the Union of its decision within fourteen (14) days after the request is made by the employee to the Company.

ARTICLE 11 - LEAVE-OF-ABSENCE FOR UNION BUSINESS

11.01 The Company may grant a leave of absence without pay to not more than two (2) employees, for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union and, in the judgment of the Company, such leave of absence can be arranged without undue inconvenience to normal operations.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The standard hours of work for which each employee shall receive his regular basic hourly rate shall be eight (8) working hours in a day and forty-five (45) working hours in a week.

The Company will be entitled to determine when the standard hours of work will occur and may change them from time to time. The Company may establish work schedules consisting of less than five (5) working days of eight (8) hours each or working day of less than eight (8) hours.



Overtime will be paid after eight (8) hours in a day and forty-five (45) hours in a week, at a rate of one and one-half (1-1/2) times the regular rate of pay.

- 12.02 For the purpose of Article 12.01 a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday.
- 12.03 The Company may establish other work schedules, including twelve (12) hours in a day seven (7) days per week. If the Company decides to work seven (7) days per week at twelve (12) hours per day, overtime pay shall be paid after eight (8) straight time working hours in a day and after forty-five (45) straight time working hours in a week exclusive of travelling time to and from the job to be paid at straight time.
- 12.04 An employee who works more than four (4) hours in a day shall be entitled to a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute coffee breaks at mutually agreeable times during such day. An employee who works four (4) hours in a day shall be entitled to one (1) fifteen (15) minute paid coffee break during such day at a mutually agreeable time.
- 12.05 The Company does not guarantee to provide work for an employee nor to maintain the work week or hours of work at any time in effect.
- 12.06 The Company may change work schedules from time to time by giving twenty-four (24) hours notice of such change.
- 12.07 All hours worked in excess of the eight (8) hours in a day or forty-four (44) hours in a work week in the case of the standard hours of work referred to in Article 12.01 shall be paid at the rate of one and one-half (1-1/2) times the employee's regular basic hourly rate.
- 12.08 Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1-1/2) times his regular basic hourly rate for any overtime worked.



- 12.09 Each employee is expected to work a reasonable amount of overtime if requested to do so by the Company and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Company and the employee.
- 12.10 The Company shall endeavor to distribute overtime equitably among qualified employees except where in the Company's opinion it is not practical to do so.
- 12.11 An employee may, with Company approval, exchange a shift with another employee provided that the Company is given at least twenty- four (24) hours notice in writing by both of the employees concerned. In the event that either or both of the employees fail to work the exchanged shifts, both employees shall lose their shift exchange privileges for thirty (30) days. Article 12.07 shall not apply to the standard hours as the result of exchanging a shift with another employee.
- 12.12 An employee who reports for work as scheduled is entitled to two (2) hours pay if no work is available and he has not been advised, except in cases beyond the Company's control or when an employee has been absent on his immediately preceding scheduled work day. A call-out by the job foreman will entitle the employee to a minimum four (4) hours pay. Camp standby for situations designated by the Company will be paid at the rate of four (4) hours per day provided the employee is available for work and reports for the scheduled three (3) meal hours.

ARTICLE 13 - LIVING OUT

- 13.01 The Company will provide room and board on jobs requiring a camp.

For jobs requiring room and board where camp facilities are not supplied, the employee will pay a Living Out Allowance rate based on location and not less than the going rate at nearest local accommodations

Costs over the allowed sum will be deducted from the employee's pay cheque and costs under the allowed sum will be reimbursed to the employee on his pay cheque.



ARTICLE 14 -BOOTS AND CLOTHING ALLOWANCE

14.01 Employees shall provide their own hard hat and safety boots as required by Workers Compensation Board. Coveralls including fire retardant coveralls must also be provided by employees when required. The Company will pay an allowance of one and a quarter hours (1 ¼ hours) per month to offset the cost of such safety clothing.

ARTICLE 15- VACATION AND PAID HOLIDAYS

15.01 Employees shall be entitled to ten (10%) percent vacation - holiday pay including statutory holidays based on regular straight time. The following recognized days are included in the 10% calculated holiday and vacation pay:

- | | |
|----------------|------------------|
| New Year's Day | Family Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Labour Day | |

15.02 An employee who is required by the Company to work on any of the above holidays shall be paid time and one-half (1-1/2) his regular basic hourly rate for time worked on such holiday.

ARTICLE 16- SAFETY AND HEALTH

16.01 The parties hereto recognize the importance of safety provisions on the job for the welfare of the 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 their hours of employment.

16.01 Any employee suffering injury while in the employ of the Company must report immediately to the Company, or as soon thereafter as possible.

16.02 When applicable job conditions permit, the Company agrees to provide lunchrooms and washroom facilities which will be maintained in a sanitary condition.

- 16.03 Bereavement pay of three (3) days only will be paid by the Company for a death in the immediate family: spouse and children. One (1) day will be paid by the Company for the death of: mother, father, brother, sister, mother-in-law, father-in-law. These days will be paid provided the employee attends, or travels to, the funeral on a regular work-day and he would, but for this clause, lose pay for that day.

ARTICLE 17 - WORKING FOREMAN

- 17.01 The Company will be entitled to use working foremen who shall be members of the Union.

ARTICLE 18 - SAVING CLAUSE

- 18.01 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Alberta. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby. The Union further agrees to do anything necessary to assist the Company in resolving any trade disputes that may arise, including complete re-negotiation of the Agreement and/or transfer of certification.



ARTICLE 19- WAGES

19.01 The Company and the Union agree that the wage schedule effective during the term of this Agreement shall be attached hereto as Schedule "A". The wage schedule shall be construed as meaning job descriptions. There shall be a wage reopener for the last year of the Agreement.

ARTICLE 20 - NOTICES

20.01 Any notice in writing by either party to the other shall be by registered mail, postage prepaid, addressed as noted on the front of this Agreement

20.02 Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after the date of mailing. The registration receipt shall establish the date of mailing.

20.03 The Company or the Union may change its address for service of notice at any time by notice as set out in Article 20.01.



ARTICLE 21 - TERM

21.01 This Agreement shall become effective on April 1, 2023, and shall remain in full force and effect until May 31, 2033, and thereafter shall continue in full force and effect subject to sixty (60) days notice in writing together with any proposed changes from either of the parties hereto, whereupon the same may be amended or substituted as may mutually be agreed upon by the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement at EDMONTON, AB this 20 day of APRIL 2023.

MACRO INDUSTRIES INC.

CANADIAN IRON, STEEL AND
INDUSTRIAL WORKERS' UNION



Don Stewart VP


John Cousins President

SCHEDULE "A"

WAGE RATES

Category	Hourly Rate
Construction Superintendent	\$800 - \$1,800/day
Field Office Clerical	\$300 - \$1,000/day
Labour Crew Foreman	\$650 - \$1,000/day
Equipment Foreman	\$650 - \$1,000/day
Machine Opt	\$25-40/hour
Apprentice Opt	\$22-35/hour
Tradesman	\$22-40/hour
Truck Driver	\$22-40/hour
Swamper	\$20-35/hour
Labourer	\$16-35/hour
Welder's Helper	\$16-35/hour
Front End Hand	\$16-35/hour
Welder	\$25-40/hour
First Aid Attendant	\$16-35/hour
Office Staff	\$16-35/hour

Rate of pay for each employee to be determined at the time of hiring by the Company and employee.

Employment Registration Card must be filled out as a condition of employment

The above wage schedule reflects minimum hourly rates. The Company may exceed these rates, if so deemed necessary, for any or all employees, individually.

LETTER OF UNDERSTANDING NO. 1

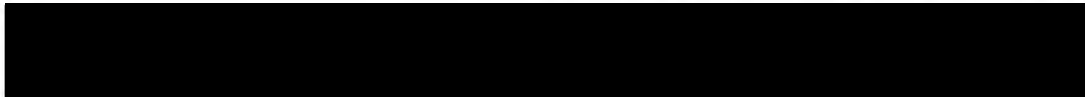
The Parties agree that where conditions are such that changes must be made to the terms and conditions of the Agreement either to allow the Employer to better compete for a particular contract or contracts or to attract competent workers, the Parties will meet to discuss the matter to see whether an accommodation can be reached which will meet the interests of both the Employer and the Employees. The Parties also agree that the intent of the Agreement is not to lock the Parties into fixed terms and conditions or employment for the life of the Agreement, but to allow the Parties to adjust the terms and conditions if the Agreement during the life of the Agreement to meet new and different circumstances and conditions, and this Letter of Understanding will be applied consistent with the intent.

IN **WITNESS WHEREOF** the parties have executed this Letter of

Understanding at EDMONTON, AB, this 20 day of
APRIL, 2023

MACRO INDUSTRIES INC.

CANADIAN IRON, STEEL AND
INDUSTRIAL WORKERS' UNION



Don Stewart VP

John Cousins President