

COLLECTIVE AGREEMENT

BETWEEN

**ATCO STRUCTURES & LOGISTICS Ltd.
(In The Province of Alberta)**

**ALL WITH HEAD OFFICES IN THE CITY OF CALGARY, ALBERTA
(hereinafter referred to singularly and collectively as "the Company")**

AND

**ALBERTA
REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS
LOCAL 2010
(hereinafter referred to as "the Union")**

JUNE 1, 2023 TO MAY 31, 2026



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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 Whereas the parties agree that it is mutually beneficial and desirable to work together harmoniously to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide the machinery for the adjustment of disputes which may arise between the parties hereto in the Company's Plants and/or Service Shops in the Province of Alberta:

ATCO Industrial Park	285044 Bluegrass Drive
115 Peacekeepers Drive	Rockyview, Alberta
Calgary, Alberta	T1X 0P5
T3E 7X4	

Therefore the Company and Union agree as follows:

- 1.02 The Union agrees to instruct its members and the Company agrees to instruct its supervisors and other personnel responsible for the administration of the Agreement concerning the terms of this Agreement. Both parties agree to respect each other's rights and to assume their obligations accordingly.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at the Plant(s) and/or Service Shops and premises as herein before enumerated, with the exception of office employees and those with the authority to hire and discharge.

- a) Progressive Discipline for all permanent employees shall be as follows: verbal warning then written warning, then suspension or termination. Verbal warnings and written warnings shall not be taken into consideration after a ninety (90) calendar day period excluding periods of absence. Suspension shall not be taken into consideration after a one year period excluding periods of absence.

The parties recognize that any serious acts of misconduct, including repeated violations of Company safety policy, may result in certain progressive discipline steps being bypassed.

- b) For all disciplinary action on any employee, a Shop Steward of the employee's choosing, or the Union's Business Representative shall be present. The Shop Steward chosen to represent the Employee ought to be

reasonably available and working in the same proximate area, if at all possible. Shop Stewards who work in other buildings will not normally be chosen as the representative of the employee, unless under special circumstances mutually agreed by the Company and the Union.

- c) Where the Company intends to discipline an employee, such discipline must take place within five (5) business days of the occurrence of the alleged infraction or when the Company first becomes aware of the alleged infraction. This time limit can be extended by mutual agreement, with such agreement not to be unreasonably denied.
 - d) At the request of either party the employee's immediate Lead Hand will attend the meeting
- 2.02 The term "negotiating committee", as herein used, shall mean the negotiating committee which is an elected body of the Union, which is specifically authorized to negotiate and sign collective bargaining agreements on behalf of the Union subject to ratification by the membership and Company Executive.
- 2.03 a) Employees of the Company whose regular jobs are not in the bargaining unit shall not work on any job which is included in the bargaining unit except in the case of an emergency or in the case of explaining or showing an employee the rudiments of the job, which shall not take an unreasonable length of time.
- b) As per Article 13 Union Seniority – Employees entering the Bargaining Unit shall retain their date of hire with ATCO Structures & Logistics on the Union Seniority Lists. Should they leave the Bargaining Unit and not continue as paid-up members of the Union, their Seniority date will commence on their date of re-entry into the Bargaining Unit.
- 2.04 The Union recognizes the exclusive right of the Company to manage the affairs of the business and to direct its working force. The Union further recognizes the right of the Company to operate its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling. Without limiting the generality of the foregoing, such company rights shall include the right to:
- a) Hire, discharge, transfer, promote, demote and suspend any employee for just cause. Any such action of the Company which results in individual injustice shall be subject to the Grievance Procedure.

Employees shall observe Company rules and regulations not inconsistent with the terms of this Agreement. All Company rules and safety regulations to be published, posted and distributed to the employees by the Company, a copy of said Company rules and safety regulations shall be filed with the Union.

The Company shall notify the Union of any additions or amendments to said rules or safety regulations within seven (7) days from the date that said addition(s) or amendments(s) are effected.

- 2.05 The Union will elect or appoint sufficient Steward(s), not to exceed one (1) Steward to twenty (20) employees on the average (if less than twenty (20) employees the most senior Steward shall be kept employed). The Steward(s) shall not be discriminated against. The Union shall give notice to the Company, in writing, of the names of the Shop Stewards selected within seven (7) days from the date of selection.
- 2.06 The Shop Stewards shall act for the employees in respect to their duties. Shop Stewards, after obtaining permission from a supervisor exempted from the bargaining unit, which permission shall not be unreasonably withheld, may be permitted to leave their work for a reasonable time without loss of pay in order to carry out their duties.
- 2.07 The Company shall provide to the Union a complete list of its employees, authorized to hire, discipline, and discharge other employees (under the terms of the Agreement) quarterly, during the Union/Management Committee meetings.
- 2.08 The Company and the Union shall designate secure lock-up, suitable and proper places where the Union may post notices.
- 2.09 The Employer and the Union agree that any salaried staff shall have the right to work with tools or equipment for experimental or for training purposes only, after a pre-shop meeting between the Employer and/or his appointee of the company and the Shop Steward and/or appointee of the Union.
- 2.10 The Company shall designate secure lock up for Union files and a private interview room for investigations or Shop Steward meeting.
- 2.11 Subject to mutual agreement, a bargaining unit member may be granted a leave of absence for a period of up to six months for the purpose of assuming a related, non-bargaining unit position with the company on a temporary basis. Subject to mutual agreement, the six month leave of absence may be extended one time only for up to an additional six months. The employee may return to

the bargaining unit without loss of seniority at any time during the leave of absence. Such an individual will not be moved into a direct supervisory role over any bargaining unit employee.

ARTICLE 3 – UNION SECURITY

3.01 When required by the Company, the Union shall be contacted in an appropriate time frame (ie Four (4) working days) to supply needed manpower requirements, and the Union will advise within two (2) working days if they are able to supply qualified personnel to meet the requirements. The personnel sent, if they meet the stated requirements and pass the drug test, may be hired.

3.02 PROBATIONARY EMPLOYEES

All employees who come within the terms of this Agreement shall become members of the Union immediately or upon hire and serve a probation period of sixty (60) calendar days from the date of their first employment.

During the probationary period there will be an evaluation process to determine the employee's suitability for retention. If an employee is not meeting the required standard, a meeting will be held with the employee, in the presence of a shop steward, to formally document the required areas of improvement. If the required standard is still not attained the employee will be terminated.

Subject to mutual agreement between the Company and the Union the probationary period for any given employee may be extended. At the Company's discretion a probationary employee may be transferred to another shop where their skills may be a more suitable fit.

3.03 All members of the Union employed by the Company shall maintain their Union membership in good standing as a condition of employment.

3.04 The Company may employ students under the following conditions:

- a) During the student's semester break;
- b) Providing that the student does not replace any Union member;
- c) Each student shall, as a condition of continuing employment, remit a work permit fee each month to the Union, in accordance with Article 4, in an amount equal to the regular Union dues in effect under the terms of this Agreement.
- d) A student is defined as a person in full time attendance at school or university.

- e) A student employed under the conditions of Clause (d) above will not accrue seniority rights;
- f) Student employment will not exceed five percent (5%) of the Union membership employed by the Company; however, upon mutual agreement between the Company and the Union, additional students may be employed;
- g) Students will be employed under the classifications and at the rates as stipulated in Article 6.

ARTICLE 4 – DEDUCTION OF INITIATION FEES & DUES

4.01 a) All new employees shall be signed up for Union membership by a Shop Steward during the thirty (30) minute Union orientation, as soon as possible, no later than fourteen (14) calendar days after starting their employment.

- b) Upon ratification of this Agreement the Company is authorized by the Employees and therefore agrees that it will deduct from each employee's wages, the applicable Initiation Fee, monthly union dues and/or work permit fee, each month, as stipulated by the Union for all employees employed under the terms of this Agreement.

The Company will mail to the Union, a complete list with such deductions, not later than the fourteenth (14th) working day of the following month of the said deductions.

- c) All new employees shall be introduced to the Shop Steward in the area in which they will be employed.

4.02 The Union covenants and agrees to indemnify and save harmless the Company from any and all claims which may be made to it by an employee or employees for amounts deducted from wages as herein provided.

4.03 The Company will mail to the Union, with the list of Union deductions, a separate list composed of all new hourly paid employees who have been hired during the preceding month complete with date of hire, classification and rate of pay at time of hire.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.01 a) a) Except as hereinafter provided, the regular work week shall consist of five (5) consecutive days, Monday to Friday inclusive of eight (8) consecutive hours each, exclusive of lunch period as defined in sub-

paragraph 7.05. The regular workday shall be performed between the hours of 7:00 a.m. and 4:00 p.m. The Employer may deviate start times between 6:00AM and 10:00AM. Employees may accept an assignment to one of the alternative start times on a voluntary basis. Employees will work with the Company to meet operational demands and should have a reasonable excuse if they choose not to volunteer. Hours of work may be altered beyond these hours by mutual agreement. The maintenance and material handling personnel may be exempted from the above hours. In the event that a second shift is scheduled, the regular day may commence at 6:00 a.m. for the shop or shops concerned.

- b) A second or third shift shall consist of five (5) consecutive days, Monday to Friday inclusive, each of eight (8) consecutive hours, exclusive of a lunch period as defined in sub-paragraph 7.05. Should a Statutory Holiday occur in any week in which a second or third shift is being worked then the shift shall consist of four (4) days, each of eight (8) consecutive hours.
 - c) In the event of a division or department of a shop working a second or third shift then the second or third shift will commence within 30 minutes after the completion of the prior shift or as otherwise mutually arranged with the Union.
 - d) The above shall not be construed as a guarantee or minimum number of hours of work, it is stated solely to provide a basis for calculation of overtime.
- 5.02 a) For the purposes of overtime, the week shall commence on Monday at 12:01 a.m. and end at Midnight on Sunday.
- b) For the purposes of payroll cutoffs, the week shall commence on Saturday at 12:01 a.m. and end at Midnight on Friday. For clarity, the payroll cutoffs in no way affects the calculation of overtime in accordance with 5.02 (a).
 - c) All hours worked in excess of eight (8) hours per day, Monday to Friday, both days inclusive, shall be paid for at the rate of time and one-half the regular hourly rate for the first two (2) hours and double the regular hourly rate for hours worked in excess of said two (2) hours.
 - d) Saturday and Sunday work shall be paid for at the rate of time and one-half the regular hourly rate for the first eight (8) hours and double the regular hourly rate for hours worked in excess of said eight (8) hours, provided forty (40) regular hours have been worked in the week as per

5.02 (a). Except in cases of employees returning from authorized leave, returning from holidays, hired during week, or documented reasons accepted by the Company for employees who have not acquired five (5) eight hour shifts Monday through Friday.

- e) In the event work is scheduled on a paid Statutory Holiday, and is worked, one (1) day's pay at the regular hourly rate for eight (8) hours will be paid plus one and one-half times the regular hourly rate for each hour worked up to eight (8) hours, and two (2) times the regular hourly rate for hours worked in excess of said eight (8) hours.

5.03 It is understood that all employees will be at their work places to assume their duties at the commencement of the scheduled work day, and that they will remain at their work places until the completion of the scheduled working day, except when permission is granted by a supervisor for an employee to leave their work place. Five (5) minutes immediately prior to the end of the scheduled shift will be allowed to permit employees to pick up tools, clean the work area and their persons. Clean up time to be signaled by bell or horn.

5.04 The Company agrees that no overtime will be scheduled for the employees when the Union holds its regular monthly meetings or as mutually agreed in the event of special meetings, provided that the Company receives a copy of such meeting notice at the time of posting such notice on the Union Bulletin.

5.05 Inventories in Calgary may be conducted within the normal working hours, however, the Company agrees to notify the Union and post a tentative list of Plant employees involved fifteen (15) days prior to the date on which the inventory count is taken as per seniority.

5.06 The company, at its discretion, with sixty (60) days' notice, reserves the right to change the work week to (4) four (10) ten hour days, Monday to Thursday inclusive. Friday work shall be paid at the rate of time and one-half the regular hourly rate for the first (10) hours provided (40) forty regular hours have been worked in the week, except in cases of employees returning from authorized leave, returning from holidays, hired during the week or documented reasons accepted by the Company for employees who have not acquired (4) four (10) hour shifts Monday thru Thursday.

All hours worked on Saturday and any hours worked on a Friday in excess of (10) ten hours shall be paid at double the regular hourly rate.

(2) Two (15) fifteen-minute rest periods without loss of pay shall be granted during each scheduled (10) ten hours. Said rest periods start and termination will be signaled by a bell or horn.

Statutory holiday pay will be paid on the statutory holiday at the rate of (10) ten regular hours.

The Company, at its discretion, with (60) sixty days notice, reserves the right to revert to a (5) five (8) eight hour day work week.

- 5.07 When employees are requested to work on field calls outside the Calgary city limits, the employee will be paid a premium of three dollars (\$3.00) plus their regular rate of pay. Travel time, accommodations, mileage and meals will be paid for by the Company.

ARTICLE 6 – CLASSIFICATION AND RATES OF PAY

- 6.01 The Company agrees to pay and the Union agrees to accept during the lifetime of this Agreement, the classification of employees and the schedule of wages for all employees covered by the terms of this Agreement as follows (the following are provided for job description purposes only):

6.01 a) CLASSIFICATION

1. General Workers – Employees engaged in cleaning of yard, plant, windows, trailers and packages, sweeping of floors, **spotting**, removal of snow and garbage. Employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so. **General Workers shall be restricted from performing Production Worker tasks. In the absence of General Workers, all employees may be expected to perform the duties of a General Worker as assigned.**

2. Production Workers – All employees engaged in the assembly and installation of materials and components to produce the finished product.

Not limiting the generality of the foregoing, this classification shall include floor, wall and roof assembly, metal application, floor covering, trim, duct, furnace, window, door, cabinet, equipment, and running gear installation, component pre-assembly, machine operators, storekeepers, the wiring, piping, woodworking and painting and the repair and maintenance of running gear, tools, equipment and plant. Employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so.

Production Worker 1 – Employees who have demonstrated an ability through experience, training, and/or education to perform tasks efficiently, meeting the requirements expected of a Production Worker. This will include, but is not limited to, work with minimum supervision in more than one Plant Shop, and has completed the first 60 days as a Production Worker.

Production Worker 2 – Qualification for this classification will require a minimum six years of service with the company and qualifying time that satisfies the equivalency requirements as identified by Alberta Apprenticeship. The Union/Management Committee will review the size of the Production Worker workforce and the number of incumbents in this category on a quarterly basis to determine the number of vacancies in this classification. When a vacancy occurs, candidates must apply in writing. In the event that two or more candidates meet the required standard, the most senior candidate will be successful. A maximum of 15% of the Production Worker workforce will be assigned to the Production Worker 2 classification. Production Worker Lead Hands will be included within the 15% cap.

3. Ticketed Journeyman – All employees in this classification will have certification in one of the trades listed in the classification table in accordance with Alberta Apprenticeship and Industry Training. Employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so.
4. Maintenance Coordinator - Employees engaged in the general maintenance of the Calgary Manufacturing Plant and the adjoining office.

Without limiting the generality of the forgoing, this position shall be engaged in snow removal, maintenance and repairs that are minor in nature, acting as the point of contact and coordinator for insurance inspections and contractors, disposal of waste bins, delivery of paper, repair of outdoor parking lots, mending of fences and maintaining of preventative maintenance records. All employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so. In addition to Article 13.02 (a), when filling the position the Company shall give preference to people who are Journeyman trade certified.

5. **Material Handler:** All employees in this classification are required to operate mobile equipment and technology to move material, freight, and information. Employees in this classification are technology-driven, requiring proficient use of computers, mobile devices, and unique process and equipment skill sets to conduct their duties. Employees in this classification will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so.

Material Handlers include the following sub-groups:

Receivers - All employees engaged in receiving, verifying, storing, consuming, delivering, and managing raw materials and supplies based on ATCO data. They maintain system data accuracy and in-process inventory at work centers by delivering materials to the line side stations.

Shippers - All employees engaged in shipping completed modular units to the clients. Including preparing them for shipment, loading loose and site materials, and preparing, verifying, and maintaining shipping documents and digital records. In addition, responsible for the physical movement, storage, organization and loading of finished ATCO units at the facility.

6.01 b) TOOL REQUIREMENTS

Tradesperson and Apprentices – Hand tools as required to perform work as related to their trade.

Apprentice/Journeyman Carpenter

- Tool belt/tool bag
- 16-ounce Hammer
- 25' tape measure
- Nail puller
- Speed square
- Chalk line
- Tin snips
- Any other tools customary for the role, as agreed between the employee and the Employer

Apprentice/Journeyman Electrician

- Tool belt/tool bag
- 16-ounce Hammer
- 25' tape measure
- Wire Strippers
- Insulated screwdrivers
- Insulated pliers/channel locks
- Adjustable wrench
- Level
- Plug tester
- Voltage tester
- Allen key set
- Any other tools customary for the role, as agreed between the employee and the Employer

Apprentice/Journeyman Plumber

- Tool belt/tool bag
- 16-ounce Hammer
- 25' tape measure
- Pipe wrench (small 10")
- Adjustable wrench
- Pliers/channel locks
- Allen key set
- Faucet key
- Tubing cutter/plastic pipe cutter

- Basin wrench
- Hand level
- Multi-screwdriver
- Any other tools customary for the role, as agreed between the employee and the Employer

Apprentice/Journeyman HVAC & Refrigeration and Air-Conditioning Mechanic

- Tool belt/tool bag
- Tinner's Hammer
- 25' tape measure
- Tin snips
- Sheet metal hand notcher
- Hand crimper
- Straight metal hand seamer
- C-Clamp locking pliers
- Multi-screwdriver
- Any other tools customary for the role, as agreed between the employee and the Employer

Apprentice/Journeyman Welder

- Tool belt/tool bag
- MIG pliers
- 25' tape measure
- Chipping hammer
- Speed square
- Sheet metal gauge
- Metal file

Production Workers -- Hand tools as required to perform work as related to their particular assignment.

- Tool belt/tool bag
- 16-ounce Hammer
- 25' tape measure
- Nail puller
- Speed square

- Chalk line
- Tin snips
- Any other tools customary for the role, as agreed between the employee and the Employer

6.01 c) WAGE RATES

Position	01-Jun-23	01-Jun-24	01-Jun-25
General Worker	\$ 21.89	\$ 22.55	\$ 23.11
Material Handler First 60 Calendar Days	\$ 22.46	\$ 23.14	\$ 23.72
Production Worker First 60 Calendar Days	\$ 22.46	\$ 23.14	\$ 23.72
Production Worker 1	\$ 26.69	\$ 27.49	\$ 28.17
Production Worker 2	\$ 28.07	\$ 28.91	\$ 29.63
Material Handler 1	\$ 26.69	\$ 27.49	\$ 28.17
Material Handler 2	\$ 28.07	\$ 28.91	\$ 29.63
ATCO Tradesperson (see Note #1 below)	\$ 34.06	\$ 35.08	\$ 35.96
Maintenance Coordinator	\$ 38.62	\$ 39.77	\$ 40.77
Ticketed Journeyman *	\$ 38.62	\$ 39.77	\$ 40.77
4th Year Apprentice (90% of Journeyman)	\$ 34.76	\$ 35.80	\$ 36.69
3rd Year Apprentice (80% of Journeyman)	\$ 30.90	\$ 31.83	\$ 32.62
2nd Year Apprentice (75% of Journeyman)	\$ 28.96	\$ 29.83	\$ 30.58
1st year Apprentice (70% of Journeyman)	\$ 27.03	\$ 27.84	\$ 28.54

*Carpenter, Electrician, Painter, Sheet Metal Worker, Plumber, Refrigeration and Air-Conditioning Mechanic, Welder

1. The ATCO Tradesperson classification is closed and no new entrants will be accepted into the classification.
2. The Company may at its discretion select and indenture apprentices in their respective trades when requested by the employee and in accordance with any guidelines from Alberta Apprenticeship and Industry Training (AIT). Apprentices shall receive 100% reimbursement for the apprenticeship tuition fee paid upon passing their level of Apprenticeship and completing sixty (60) calendar days of

employment with the Company after returning from school. No more than six (6) apprentices in Calgary may be away at school at the same time unless otherwise agreed to by the Company. Apprentices will assist in the training of other employees provided that the employee providing the training has the knowledge and ability to do so.

At a minimum, apprentices will be paid the percentage of the Journeyman rate for their trade in accordance with the guidelines set forth by AIT. Employees in accordance with the AIT shall upon completion of their Apprenticeship be classified as Tradesperson. Apprentices not meeting the requirements of the AIT Program will have a discussion with their supervisor and then be issued a letter advising them that they have three (3) weeks to present a plan that will result in them completing the program's requirements within a reasonable amount of time, as close to six (6) months as possible, or they will be returned to the applicable Production Worker level as per Article 6.01 a).

3. Lead Hands will be paid four dollars (\$4.00) per hour above their base rate of pay. Lead Hands must have all the qualifications in the trade or classification in which they are to lead. Lead Hands are expected to act as front-line supervisors, responsible for the safety, productivity and quality of work done by their assigned teams. The Lead Hand relays assignments and instructs employees on the methods, materials, and proper equipment used to complete said assignments. Trains all employees on safe methods of fabrication of said assignment. Verifies time sheets and weekly stock sheets, and fills out accident investigation reports. Said Lead Hand reviews blueprints and ensures proper material is available for each project and other duties as assigned. These listed duties are intended to be indicative of the work of a Lead Hand and are not a complete set. In the event that a Lead Hand is relieved of their responsibilities and duties as a Lead Hand, their rate shall be adjusted to the applicable previous classification rate. The Company may select and appoint Lead Hands at its discretion.
4. i) The Company shall pay one dollar and six cents (\$1.06) per hour for work on a second shift in addition to the regular hourly rate. Shift between 3:00 pm and 12:00 am (midnight).

 ii) The Company shall pay one dollar and eighty-one cents (\$1.81) per hour for work on a third shift in addition to the regular hourly rate. Shift between 10:00 pm and 8:00 am.
5. When an employee is temporarily assigned to another position for one (1) full calendar day or more then the employee will receive the rate applicable to the position.

6. The Company will pay sixty cents (\$0.60) per hour to designated employees who possess the required First Aid qualifications as per the applicable legislation (number of employees as required by OH&S First Aid Regulations) in addition to the regular hourly rate.

The Company shall pay one-dollar (\$1.00) per hour to designated employees who possess a current Emergency Medical Responder (EMR) qualification, (number of employees as required by Occupational Health and Safety First Aid Regulations) in addition to the regular hourly rate.

7. The Company shall pay sixty-nine cents (\$0.69) per hour to designated Forklift Operators who meet the qualifications as determined by a qualified external training provider.
8. The Company and the Union agree that all employees who are paid above the minimum wage rates, shall maintain these rates.

ARTICLE 7 – WORKING CONDITIONS

- 7.01 The Company shall provide adequately sized, ventilated and heated lunch rooms for the employees, which shall be kept in a clean and sanitary condition by the Company and the Employees.
- 7.02 The company shall supply one locker for each employee for the employee's use. Employees will provide their own lock and keys.
- 7.03 Time clocks shall be installed in each building where there are more than twenty (20) employees. Adequate space shall be provided for the time clocks to provide free passage.
- 7.04 Wages shall be paid every two (2) weeks by finish of the afternoon coffee break and not more than five (5) regular working days wages shall be withheld. As a condition of employment all employees will be paid by direct deposit. When the employee has been laid off all monies due will be processed by direct deposit within five (5) business days. When an employee has been terminated, with or without cause, all monies due will be processed as per the regular pay schedule.

The employee's Record of Employment will be submitted electronically to Service Canada and, upon request by the employee, a copy of the Record of Employment will also be mailed to their home address within two (2) weeks of the request being received by the Payroll Department.

- 7.05 Each employee shall be entitled to a lunch period during their scheduled shift. The length of time for the said lunch period shall be no less than thirty (30) minutes and no more than sixty (60) minutes as mutually agreed upon between the Company and the Union. Said lunch period start and termination will be signaled by bell or horn.
- 7.06 Two ten (10) minute rest periods without loss of pay shall be granted on each scheduled eight (8) hours. Said rest periods starts and terminations will be signaled by bell or horn.
- 7.07 Any employee called back to work after his/her regular hours of work and after the employee has left the Company's premises, shall receive a minimum of four (4) hours pay at the applicable overtime rate. Such minimum of four (4) hours shall also apply to Saturdays, Sundays and Statutory Holidays at the applicable overtime rates.
- 7.08 The union recognizes that the nature of the Company's business requires both scheduled and emergency overtime and agrees that it is in the best interest of both the employees and the Company that this overtime be worked. However, an employee with a reasonable excuse may refuse to work overtime.
- 7.09 **The Company will distribute scheduled overtime to the most senior employees that regularly do the work and possess the skills and ability to perform the work based on the skills matrix, provided that the employees have indicated a willingness to work overtime. Such scheduled overtime is to be posted.**
- 7.10 Except in the case of an emergency, the Company will notify employees twenty-four (24) hours in advance when overtime is required. Scheduled overtime work will be performed on a voluntary basis. Emergency overtime will be on a required basis.
- 7.11 a) When overtime is worked in excess of two (2) consecutive hours beyond the normal shift, said employee(s) shall receive a suitable meal to a maximum value of fifteen dollars (\$15.00) per person and one half an hour at the applicable rate to consume said meal. Breaks will be granted after the completion of the eighth hour (10 minutes), tenth hour (30 minutes plus a meal), twelfth hour (10 minutes), fourteenth hour (30 minutes plus a meal), and sixteenth hour (10 minutes).

- b) When working a compressed work week, overtime worked in excess of two (2) consecutive hours beyond the normal shift, said employee(s) shall receive a suitable meal to a maximum value of fifteen dollars (\$15.00) per person and one half an hour at the applicable rate to consume said meal. Breaks will be granted after the completion of the tenth hour (15 minutes), twelfth hour (30 minutes plus a meal), fourteenth hour (15 minutes), sixteenth hour (30 minutes plus a meal), and eighteenth hour (15 minutes).

Subject to the wishes of the majority of the employee(s) working, said employee(s) shall receive the option of a suitable meal or a fifteen-dollar (\$15.00) meal allowance after the completion of the tenth and the fourteenth hour of work.

- 7.12 Any employee who reports to the plant as they ordinarily do, and who is sent home by reason of lack of work or weather conditions without having received prior notice to the effect, shall receive a minimum compensation equal to four (4) hours wage at the employee's applicable rate.
- 7.13 Two (2) hour's notice of discharge, or payment in lieu thereof, at the rate applicable at the time the notice is issued shall be given by the Company to the employee unless discharge is for just cause.
- 7.14 Any vehicle rented or owned required to be operated on the outside shall be equipped with appropriate cab, heater and windshield wipers.

ARTICLE 8 – VACATION AND STATUTORY HOLIDAYS

- 8.01 The Company agrees to recognize the following as paid Statutory Holidays:

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

These will not change if governments delete. Remembrance Day will be observed on 11 November.

In order to qualify for payment for the foregoing holidays, an employee must:

- a) Be in the employ of the Company for thirty (30) calendar days or more immediately preceding the holiday.
- b) Have worked the regularly scheduled shift immediately before and immediately after the particular holiday, unless the reason for the absence is acceptable to management. A doctor's certificate certifying the employee was unable to work due to medical reasons or medical reasons pertaining to their spouse and/or children will be accepted by the Company in lieu of the employee's presence.

When working a Compressed Workweek refer to article 5.06.

8.02 Pay for the Statutory Holidays in Clause 8.01 above shall be at the employee's regular hourly rate for the scheduled shift.

8.03 When any of the holidays described in Clause 8.01 fall upon a (Friday-Compressed Workweek only), Saturday and/or Sunday, it shall be observed on the following working day or days. However, by mutual agreement between the Company and the Union, the above mentioned holiday(s) falling upon a (Friday-Compressed Workweek only) Saturday and/or Sunday may be observed on the day or days preceding the holiday(s). No work shall be performed on Labour Day except where safety to life and property makes it necessary.

8.04 a) For the purposes of this Agreement:

- i) The vacation period will be from January 1 to December 31 of the succeeding year;
- ii) A week consists of forty (40) hours.

b) Each employee shall receive an annual vacation and vacation pay in accordance with their years of service as follows:

0 to 1 year	4% of gross earnings
1 year or more	4% of gross earnings + 2 weeks leave
3 years or more	6.25%* of gross earnings + 3 weeks leave
10 years or more	8.5%* of gross earnings + 4 weeks leave
16 years or more	10.5%* of gross earnings + 5 weeks leave
25 years or more	12.5%* of gross earnings + 6 weeks leave

* .25% shall be deemed to be the approximate equivalent of vacation pay earned during periods of vacation time taken.

- c) Where possible, employees shall request vacation leave with at least four (4) weeks' notice on the Vacation Request Form (copy to be given to employee). Notice of acceptance shall be provided within five (5) business days. Acceptance of vacation periods chosen will be governed by seniority, production requirements, or as mutually agreed. It is understood that there will be situation where four (4) weeks' notice cannot be given. Notice given of less than four (4) weeks will not be sufficient grounds to deny the leave. Employees should be aware that the more notice they provide, the greater chances the leave will be approved.
- d) **Effective January 1, 2024, vacation pay will be paid on each payday in accordance with the rates as listed in 8.04 (b)**

For the remainder of 2023, the current language below will be maintained.

Vacation pay will be paid out two (2) times each year. The payouts will be in accordance with the Company's payroll calendar and will occur mid-year and end-of-year. The exact pay dates will be communicated to employees in January of each year.

When an employee has been terminated, with or without cause, or upon layoff, all accrued vacation shall be in their final pay.

Employees who begin an approved leave of absence shall receive their vacation pay on the next scheduled payout date upon their return to work. Upon request, employees returning from a leave of absence will receive their vacation pay on the next possible pay.

- e) Employees, upon terminating employment during the vacation year, shall receive the applicable percentage of vacation pay according to their years of service as stipulated in Article 8.04 (b).

8.05 In the event the Company declares a plant wide vacation by closing the plant down for a specified period, the Company agrees to give the employees at least forty (40) calendar days advance notice of said shut down or total Plant closure.

8.06 An Employee must be in the employ of the company for a minimum of three (3) months before being considered eligible to request a Leave of Absence. Leave

of Absence must be applied for in writing at least two weeks prior to date of absence. Granting of any leave will not be unreasonably withheld.

ARTICLE 9 – LIFE AND HEALTH INSURANCE PLAN

- 9.01 Eligible Employees shall participate in the Employer's benefit plan as by ATCO Structures & Logistics. The Employer shall provide each employee with a summary of benefits and shall inform each employee and the Union when there are any changes to the benefit plan.

The Company agrees to maintain a benefits plan similar to the current available plan. The Company shall consult the Union before making any significant changes to the current plan. There will be no significant changes without the agreement of the Union.

Eligibility and cost sharing are determined as per the plan.

- 9.02 Two (2) Shop Representative(s) along with the Business Representative, or designate, shall be permitted to participate as a member of the ATCO Defined Benefit and Defined Contribution Hourly Pension Plan Committee(s). The Actuary or Company Representative will make a Pension Presentation each year to the Membership during their regular shift and the Current Cost Certificate shall be given to the Union yearly, upon request.
- 9.03 It is agreed upon between the Company and the Union that up to three (3) representatives of the Union (as per 9.04) will meet bi-annually February and August with the Company representatives to discuss and make recommendations concerning the Employee Pension and Group Insurance Plan(s). It is expressly understood and agreed that the said Committee has no power or authority by unanimous decision or otherwise to bind either party to any decisions made by it or to make any variation, alteration or addition to the Plans. The sole right of this Committee is limited to making their recommendations to the parties hereto for their consideration.

ARTICLE 10 – SAFETY AND HEALTH COMMITTEE

- 10.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plants to prevent accidents, injury and/or illness.
- 10.02 The Company shall furnish the equipment and supplies necessary to protect employees from injury to a minimum of Alberta Occupational Health and Safety

regulations. The Union will assist the Company in carrying out any reasonable accident prevention program.

10.04 Both parties agree to comply with the **ATCO Health and Safety Manual for ATCO Structures Canada and Calgary Joint Health and Safety Committee terms of reference.**

The Company will not request employees to perform work under unsafe conditions. At the same time, refusal on the part of an employee to abide by the Alberta Occupational Health and Safety Regulations or other safety rules after having been warned, will be grounds for dismissal.

10.05 Each Committee will:

- a) Function primarily to promote safety and industrial hygiene in each plant.
- b) Make regular monthly inspections of the plant and equipment.
- c) **Hold regular meetings on a quarterly basis, maintain minutes, and post and forward copy of minutes to Local Union office.**
- d) Review incident records together with minutes of previous meeting.
- e) Forward recommendations regarding safety and health to the Company and the Union.

10.06 The Calgary and Bluegrass Safety and Health Committees shall have regular quarterly meetings during normal working hours without loss of pay to the employee(s) involved. The sole right of these Committees is limited to making their recommendations to the parties hereto for their consideration.

10.07 An employee hurt in an industrial accident shall be remunerated for the remainder of the regular day at their regular hourly rate.

10.08 Any disagreement amongst Committee members shall not be subject to Grievance Procedure as provided for in this Agreement.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 All differences between the Company and Union concerning the interpretation, application, operation or an alleged violation of this Agreement, shall be settled without stoppage of work or lockout. It is expected that discussion and attempts to resolve the differences would take place prior to a formal grievance being

submitted, not to exceed five (5) days. Where appropriate a dispute can be referred directly to Paragraph c) below.

In the event of any dispute arising out of this agreement between the Company and an employee or the employees, the following procedure shall be followed:

- a) The employee shall within five (5) working days of the alleged violation, or of their awareness of the violation, submit their complaint in writing to their immediate Lead Hand, with the assistance of a Shop Steward or Union representative as they see fit, and the parties shall endeavor to settle the difference. The complaint in writing shall indicate which clause(s) of the Collective Agreement have been allegedly breached.
- b) If the dispute is not settled within five (5) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under Part (a), the complaint shall be referred to the Plant Manager or equivalent and the Shop Steward and or the official representative of the Union and they shall endeavor to settle the difference.
- c) If the difference is not settled within five (5) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under Part (b), the complaint shall be referred to the Company Management and the Union representative and they shall endeavor to settle the difference.
- d) If the difference is not settled within ten (10) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under Part (c), either party may refer the difference to a Board of Arbitration. By mutual agreement of the parties the time limit may be extended. The Arbitration Board shall be comprised of one member appointed by each of the parties and the neutral chair appointed by the appointed members. Each party shall bear the expenses of their appointee and the expenses of the chair shall be shared equally, for settlement in the manner provided for in the Alberta Labour Relations Code.
- e) A single arbitrator may be used if mutually agreed upon by the parties and expenses incurred shared equally.
- f) In the event that either party to the grievance fails to process the grievance in the times stipulated in any of the steps outlined above, the other party will then be able to either (1) extend the time limits by mutual agreement, or (2) process the grievance to the next step.

- g) The majority decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the Alberta Labour Relations Code.

The Board of Arbitration shall not be vested with the power to change, add to, or amend any of the terms of this Agreement.

ARTICLE 12 – UNION/MANAGEMENT COMMITTEE

12.01 The Company and the Union recognize that occasions may arise during the term of this agreement when further discussion between the representatives of the parties may be helpful in promoting general plant conditions and better Union/Management relations.

12.02 Therefore it is agreed that a Union/Management Committee will be formed at each location consisting of Company representatives and Union Representatives at Calgary.

A Chairperson and Vice-Chairperson shall be appointed by mutual agreement on a yearly basis.

12.03 The Union Management Committee meetings shall meet every three (3) months. These meetings will normally take place quarterly with mutual agreement between both parties on specific dates. The sole right of this Committee is limited to making their recommendations to the parties hereto for their consideration.

ARTICLE 13 - SENIORITY

13.01 The Company recognizes the principle of seniority, ability to perform the work and other pertinent factors being considered.

13.02 a) In all cases of promotion, transfer, lay-off and recall, an employee's skills, ability to perform the work and performance (as measured by documented discipline on file) shall be considered. Where, as between employees, these factors are equal, seniority shall prevail. The Company shall follow the seniority lists as defined in Article 13.06.

b) The Parties agree to the principle of employment equity as described in the *Employment Equity Act* (<https://laws-lois.justice.gc.ca/eng/acts/e-5.401/>). This principle ensures opportunities for work for employees of

the identified groups and ensures that no systemic barriers exist to the full participation of these groups of people in the workplace.

Based on this principle, the Company may consider employment equity when making layoff and recall decisions. Notwithstanding Article 13.02 (a), the Company may choose to retain, or recall, individuals within one of the four designated groups (defined within the *Act*). In all cases, employees retained, or recalled, will have the skills and ability to safely perform the work. An individual will only be retained, or recalled, within one of the four designated groups notwithstanding Article 13.02 (a), if there is a demonstrable need that is consistent with the principle of employment equity. The Parties agree this clause will be considered in order to achieve an equitable balance between the factors listed in 13.02 (a) along with the concept of employment equity described above. Should there arise a significant equity deficit, the employer may decide to meet the inequity by employing a less senior employee.

The decision to rely on the provisions of this paragraph will be subject to agreement between the Parties. In making such decisions, the Parties recognize that cases are unique and need to be assessed on their own circumstances. The Union retains its ability to act on behalf of its members in respect of any aspect of this provision.

- c) **The employer will have the option of retaining one existing lead hand per plant shop for the duration of the layoff. Calgary- Plumbing, HVAC, Mill, Floor, Roof, Walls 1, Walls 2, Set-up, Midway. Final Finish, Shipping, and Receiving. ATCO will retain a minimum of one (1) lead hand at Bluegrass. Employees retained under this provision will be performing the Lead Hand role in that shop at the time of the layoff.**

13.03 Unless the employee's probationary period has been extended by mutual agreement as provided in Article 3.02, seniority of each employee in the Company as covered by this Agreement shall be established after a period of sixty (60) calendar days and shall count from date of employment. Seniority shall be maintained through:

- a) Absence due to lay-off.
- b) Sickness or accident shall be based on the guidelines of 13:05 and then frozen until return to work.
- c) Authorized leave of absence.

- 13.04 Maternity and/or Paternity leave shall be provided according to prevailing legislation. Leave shall be granted upon application provided an employee presents proof of pregnancy. The employee shall notify the employer as soon as the pregnancy becomes known. The employer may require an employee to provide a doctor's statement that she is physically able to continue working or to return to work. Length of such leave shall be determined by mutual agreement in each individual case, but generally such leave shall start ninety (90) days prior to the expected birth and continue until sixty (60) days after termination of pregnancy.
- 13.05 An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any of the following reasons:
- a) Voluntary quitting of employment;
 - b) Discharge for cause;
 - c) Failure to attend work and perform their duties as assigned during a layoff notice period without a reason authorized by the Company;
 - d) Failure to contact the Company as per the Recall Process in Article 14.04
 - e) While on layoff, failure to notify the Human Resources Department in writing of a change in address and/or telephone number last known to the Company;
 - f) Failure to return from an authorized leave of absence when due, unless they have contacted the Company and have a valid reason;
 - g) Failing to report to work for three (3) or more days without approval. Such approval not to be unreasonably denied;

In the case of absence due to layoff:

- 1. Any employee with less than three (3) years of service shall maintain their seniority, wages and eligibility for immediate benefit reinstatement, in accordance with the present agreement, for a period of one (1) year.
- 2. Any employee with three (3) or more years of service shall maintain their seniority, wages and eligibility for immediate benefit reinstatement, in accordance with the present agreement.

13.06 The Company shall maintain Seniority Lists, per site and per classification, which will be submitted to the Union monthly. The Seniority Lists will report established Lead Hands by production line and by plant shop.

Seniority Lists will be maintained for the following sites:

ATCO Structures & Logistics Ltd.

- Calgary Manufacturing Plant
- Bluegrass Service Centre

When an employee transfers between the seniority lists of the Calgary Manufacturing Plant and Bluegrass Service Centre sites, their seniority will be established based on their original date of hire with ATCO, subject to the provisions outlined in Article 13.05.

Seniority Lists will further be broken down by classification:

- | | |
|---------------------|--------------------------------------|
| • General Worker | • Painter |
| • Production Worker | • Plumber |
| • Carpenter | • HVAC |
| • Electrician | • Maintenance |
| • Material Handler | • Refrigeration and Air Conditioning |
| • Welder | Mechanic |

ARTICLE 14 – LAYOFF AND RECALL

14.01 In the event of a permanent lay-off or a temporary lay-off due to lack of work, the employees with less than three (3) months service shall be given twenty-four (24) hours (1 workday) notice in advance. The steward(s) shall be given notice prior to posting.

14.02 PERMANENT LAY-OFF - In the event of a permanent layoff, seven (7) calendar days' notice of lay-off, or payment in lieu thereof at rate applicable at time notice issued, shall be given by the Company to the employee if the period of employment is greater than three (3) months but less than two (2) years;

Fourteen (14) calendar days' notice or payment in lieu thereof shall be given if an employee's period of employment is two (2) or more years but less than four (4) years;

Twenty-eight (28) calendar days' notice or payment in lieu thereof shall be given if an employee's period of employment is four (4) or more years but less than six (6) years;

Thirty-five (35) calendar days' notice or payment in lieu thereof shall be given if an employee's period of employment is six (6) or more years but less than eight (8) years;

Forty-two (42) calendar days' notice or payment in lieu thereof shall be given if an employee's period of employment is eight (8) or more years but less than ten (10) years;

Fifty-six (56) calendar days' notice or payment in lieu thereof shall be given if an employee's period of employment is ten (10) or more years;

14.03 TEMPORARY LAY-OFF

- a) In the case of temporary lay-off of sixty (60) days or less, a minimum of seven (7) calendar days' notice will be provided to employees whose period of employment is greater than three (3) months and fourteen (14) calendar days' notice if an employee's period of employment is two (2) years or more;
- b) In the event the temporary lay-off exceeds sixty (60) days, employees shall be entitled to receive payment in lieu of notice at their regular rate of pay as per Article 14.01 (a) or 14.01 (b), less any notice already provided under this Article.
- c) All employees recalled after or during the sixty (60) days temporary lay-off will be entitled to lay-off notice as per Article 14.01 or 14.02.

Note: The onus is on the employee to confirm their contact information (phone, email, and home address) with the Company to ensure the company can contact them for recall purposes.

14.04 RECALL PROCESS

- a) Step 1 -- The Company, in the presence of a shop steward, will notify the employee by phone of their recall date. If unable to reach the employee the Company will issue an email to their last known email address advising them of their recall date.
- b) Step 2 -- The employee must contact the Company within three (3) working days of receipt of the email to communicate their intent to return to work and subsequently report to work at the recall date, or at a later date if a valid reason has been approved by the Company.

- c) Step 3 – If the employee has not contacted the Company as in Step 2 or has failed to receive their email within seven (7) days, the Company will issue a registered letter to their last known address advising them that their employment has been terminated.
- d) If the employee is working, the employee will have a minimum of seven (7) calendar days to report to work from date they communicate their intention to return. An employee may receive more than seven (7) calendar days to return to work if a valid reason has been approved by the Company.

Note: For greater clarity, the onus is on the employee to advise the Company of any extended leave that may impact their ability to be recalled.

14.05 In the event of layoffs, the Shop Stewards shall be retained (on a ratio as per Article 2.05).

ARTICLE 15 – UNION DELEGATES

15.01 The Company agrees that no more than three (3) of its employees at Calgary may receive permission to proceed with Union affairs. The Union will advise the Company three (3) working days in advance of the requested absence. The absences for Union purposes permitted shall not total more than two (2) weeks.

ARTICLE 16 – BEREAVEMENT PAY

16.01 In the case of death in the immediate family of an employee, the Company shall grant the employee a leave of absence at straight time pay. The maximum number of days granted shall be as follows: five (5) days for father, mother, husband, wife, guardian, children or ward, brother or sister, grandparents or grandchildren; three (3) days for father-in-law, mother-in-law, brother or sister-in-law, and grandparents-in-law.

Requests for any such leave of absence must be submitted in writing with a valid proof of death (i.e. death certificate, obituary).

ARTICLE 17 – CROWN WITNESS OR JUROR FUNCTION

17.01 The Company shall pay to all employees who are required to perform jury duty or act as a witness for the Crown, the difference between their remuneration for the above functions and their normal salary. The employee shall present proof of service and amount of remuneration received.

ARTICLE 18 – UNION LABEL SECTION

18.01 The Union agrees to continue to sanction the use of the Union Label of the United Brotherhood of Carpenters and Joiners of America, and affix the said Label to the articles manufactured in the plants of the Company in accordance with Section 56 of the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

18.02 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America.

If an application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America, and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood.

Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

ARTICLE 19 – EMPLOYEE DEVELOPMENT

19.01 It is agreed that in the interests of employee mobility and growth that there are benefits to an open dialogue about performance and about career objectives.

On an annual basis, each plant employee will have a performance discussion with their Lead Hand and/or Production Supervisor.

The focus of this meeting will be to assess performance and review ways that the employee can improve their performance. It is understood that while performance problems may be discussed during such meeting, such review is not part of the progressive discipline process, but may be used as evidence of coaching / discussions with employees on performance concerns.

During the performance discussion there will also be a discussion of the employee's career goals and any training or development activities that may facilitate achievement of such.

- 19.02 The employee shall be provided an opportunity to provide feedback to the Company on any areas of concern relating to their employment with ATCO Structures & Logistics.
- 19.03 Career opportunities inside the Bargaining Unit will be posted on Notice Boards. Career opportunities outside the Bargaining Unit can be viewed on the Company's career website.
- 19.04 The Parties agree to maintain and update the Skills Matrix on an annual basis at minimum. It is recognized as an important tool for measuring and tracking performance, supporting career conversations, and assisting in decision making.

ARTICLE 20 – DURATION OF AGREEMENT

- 20.01 The term of this agreement shall be from June 1, 2023 until May 31, 2026 and from year to year thereafter, unless terminated or amended in the manner hereinafter provided. All articles in this agreement unless otherwise specified shall become effective on the date both parties ratify the Memorandum of Understanding. While in effect, either party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date, may require the other party to commence collective bargaining by notice in writing, to be given by registered mail, certified mail, or served personally.

ARTICLE 21 – SAVINGS CLAUSE

- 21.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of the Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

LETTER OF UNDERSTANDING – BOOT ALLOWANCE

Boot Allowance consists of 100% reimbursement to a maximum of \$130 each year or \$260 every two years with receipts. This boot allowance is for CSA approved boots only. Boot Allowance is not payable during a layoff notice period as per Article 14. Employees subsequently recalled within the same calendar year shall retain eligibility to any unused portion of the Boot Allowance for that year.

An employee who spends more than the \$130 allotment will not be eligible to purchase another pair of boots for two years. Should the employee resign or have their employment terminated prior to the one year anniversary of such purchase, they will have that amount paid by the Company in excess of \$130 deducted from their final pay.

The prescribed safety glasses allowance consists of a maximum \$150 reimbursement annually. Allowance for Safety Glasses is not payable during the layoff notice as per Article 14.

Probationary employees will receive their reimbursement once they become permanent employees.

This letter of understanding expires at the term of this collective agreement.

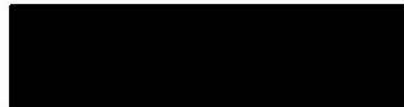
For the Union



Date

Aug 11/2023

For the Company



Date

August 11, 2023

LETTER OF UNDERSTANDING – GENERAL

- The Company will provide the employee with a photocopy of their leave request form at the time it is submitted.
- The Company will share the results & recommendations of the Air Quality Survey Reports with the applicable JHSE committee(s).
- The Company will provide at no cost, suitable drinking water at Bluegrass and Calgary facilities.
- The Company will post Forklift training opportunities but reserves the right to choose the best qualified candidate.
- The Company will provide 'Incident Investigation' training to both Lead Hands & First Aiders.
- If the Company misses 8 hours or more of base pay as a result of administrative errors the Employee shall be paid by direct deposit within five (5) business days. Upon request, the Company shall provide written confirmation of any such administrative error to the employee.
- The Company will provide written confirmation to the affected employee that all of their payroll concern(s) have been submitted to Payroll. The Company will also ensure that the appropriate resolution is communicated back to the employee in writing.

This letter of understanding expires at the term of this collective agreement.

For the Union



Date

AUG 11/2023

For the Company



Date

August 11, 2023

LETTER OF UNDERSTANDING - TEMPORARY WORK

- 1) In the event there is work of a temporary nature while employees remain on the recall list, the Company shall offer temporary recalls to employees as per Article 13.02 (a). Temporary work is any work that is expected to last for less than ninety (90) calendar days only while employees remain on the recall list.
- 2) Employees who accept a temporary recall shall be entitled to seven (7) calendar days' notice of lay-off or payment in lieu thereof at the applicable rate at the time of the notice. It is understood that this notice period supersedes and replaces the entitlements the employee has according to Article 14.03.
- 3) On completion of the Temporary Work, employees shall be laid off and will thereafter be eligible for recall in accordance with 14.04 or for subsequent temporary recalls in accordance with this letter of understanding.
- 4) As a limited exception to Article 13.05 (c), employees who are offered temporary recalls shall suffer no loss of seniority if they do not accept a temporary recall. In such a case, the Company will continue to offer temporary recalls to less senior employees, per classification. If there are an insufficient number of employees willing to accept a temporary recall, the Company reserves the right to contract out the required work.
- 5) If any employee refuses to accept a temporary recall on three occasions, they shall not be considered for future temporary recall opportunities.
- 6) If, through a series of consecutive temporary assignments an employee is employed in excess of 120 calendar days, they shall be deemed to have been recalled on a permanent basis and shall thereafter have all rights under the Collective Agreement afforded to them. In particular, they shall be eligible for lay-off notice in accordance with Article 14.02.
- 7) This Letter of Understanding may be cancelled by either Party upon giving thirty (30) days' written notice to the other Party. In such a case, any employees hired under the terms of this Letter of Understanding will continue to be bound by these terms until they have been employed for 120 calendar days or until the end of the project(s) bid while the Letter of Understanding was in effect, whichever is sooner.
- 8) In the event that the Temporary work is expected to last for less than fourteen (14) calendar days, the Company has full discretion on how to complete the work, including the right to subcontract.

For the Union



Date

Aug 11/2023

For the Company



Date

August 11, 2023

LETTER OF INTENT – PERFORMANCE BONUS

ATCO intends to continue a Performance Bonus program. Key aspects of this program will be:

- It rewards exceptional safety, quality, and productivity performance.
- It is based on team vs individual performance.
- Self-funded through annual positive labour variances only
- The award decision will be based on the sole decision of the Company.
- If awarded, the bonus will take into consideration annual performance, and it will be paid out in Q1 of the following year.

For the Union



Date

AUG 11/2023

For the Company



Date

August 11, 2023

LETTER OF UNDERSTANDING – PRODUCTION WORKER 2

The parties will collectively develop and agree upon a method to qualify and select employees to be classified as Production Worker 2. The Parties will endeavor to complete this by January 1, 2024. If not completed by this date, the Parties will meet to discuss and will set a new, mutually agreed date for completion. The Parties intend to complete development of this method as soon as practical.

A job description and skills matrix will be refined for the Production Worker 2 classification.

The selection methodology will include the following components:

- Length of service of the employee must meet a minimum number of years
- Total number of employees classified as Production Worker 2 shall not exceed a percentage of the Production Worker workforce. Production Worker Lead Hands will be included within the cap.
- Employees must demonstrate a certain level of proficiency as measured by the Skills Matrix
- If two or more candidates meet the required standard, employment equity (based on the Employment Equity Act) and employee seniority shall be used to determine the successful candidate.

The parties will collectively develop a process on how to address the number of employees classified as Production Worker 2 to ensure the maximum percentage is maintained as the overall Production Worker workforce headcount fluctuates.

The parties will endeavor to review the current Production Worker 2 workforce to ensure those currently classified as Production Worker 2 possess the necessary skills as measured by the Skills Matrix. Should they not, the employees will be given an appropriate length of time to develop and demonstrate the necessary skills required in this classification.

For the Union



Date

Aug 11/2023

For the Company



Date

August 11, 2023

LETTER OF UNDERSTANDING – HEALTH DAY

Employees will be granted one (1) "Health Day" per year.

For the purposes of this Letter

- I. The period will be from January 1 to December 31 of the succeeding year;
- II. A day consists of eight (8) hours.
- III. The health day must be used within the calendar year and cannot be carried over. Unused health days will be forfeited.
- IV. For the balance of 2023, eligible employees will be granted one half (4 hours) health day. The full one (1) health day will be granted beginning in 2024.

An Employee must be in the employ of the company for a minimum of one (1) year before being considered eligible to for the health day.

Employees will be approached by a member of the management team, by order of seniority, and will be asked to identify the date they intend to take their health day outside of the blackout period as identified in this letter. The blackout period extends from 5 calendar days before Christmas Day to 5 calendar days following New Years Day.

A maximum number of 3 employees can schedule the health day on the same calendar day. Should more employees than the maximum request the same date, seniority shall prevail. Rescheduling of this health day will be approved on a first come, first served basis.

Where possible, employees shall request taking their health day with at least four (4) weeks' notice on the Request Form (copy to be given to employee). Notice of acceptance shall be provided within five (5) business days. It is understood that there will be situation where four (4) weeks' notice cannot be given. Notice given of less than four (4) weeks will not be sufficient grounds to deny the leave. Employees should be aware that the more notice they provide, the greater chances the leave will be approved.

For the Union



Date

AUG 11/2023

For the Company



Date

August 11, 2023

SIGNED ON BEHALF OF

THE UNION
Alberta Regional Council of
Carpenters And Allied Workers
Local 2010

THE COMPANY
ATCO Structures & Logistics Ltd

