

COLLECTIVE AGREEMENT

BETWEEN

WESTMAN STEEL INC. 126 East lake Link Airdrie, Alberta  
(hereinafter referred to as the Company")

AND

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL  
2010  
(hereinafter referred to as the Union")

December 1, 2024 to November 30, 2027

## TABLE OF CONTENTS

	Page
COVER PAGE	1
TABLE OF CONTENTS	2
ARTICLE 1 - PURPOSE OF AGREEMENT	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 - UNION MEMBERSHIP	4
ARTICLE 4 - DEDUCTION OF INITIATION FEES & DUES	5
ARTICLE 5 - HOURS OF WORK AND OVERTIME	5
ARTICLE 6 - CLASSIFICATIONS AND WAGE RATES	7
ARTICLE 7 - RRSP (REGISTERED RETIREMENT SAVINGS PLAN)	9
ARTICLE 8 - LIFE AND HEALTH INSURANCE PLAN	9
ARTICLE 9 - STATUTORY HOLIDAYS AND VACATION	10
ARTICLE 10 - WORKING CONDITIONS	11
ARTICLE 11 - SENIORITY	12
ARTICLE 12 - LAYOFFS AND TERMINATIONS	13
ARTICLE 13 - VACANCIES	13
ARTICLE 14 - LEAVES	13
ARTICLE 15 - GRIEVANCE PROCEDURE	14
ARTICLE 16 - DISCIPLINARY PROCEDURE	15
ARTICLE 17 - SAFETY AND HEALTH	16
ARTICLE 18 - LABOUR MANAGEMENT COMMITTEE	18
ARTICLE 19 - UNION LABEL SECTION	18
ARTICLE 20 - DURATION OF AGREEMENT	19
ARTICLE 21 - SAVINGS CLAUSE	19
ARTICLE 22 - COPIES OF AGREEMENT	19
SIGNING PAGE	19
LETTER OF UNDERSTANDING – RATIFICATION BONUS	20
LETTER OF UNDERSTANDING – UNION LABEL SELECTION REPEAL	21

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **INCLUSION AND DIVERSITY**

Except where specifically stated to the contrary, all terms of this agreement shall be considered to apply to all employees equally.

The Parties recognize the market in which this business operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

The parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, colour, creed, nationality, gender identity, gender expression or sex, or any other prohibited ground under the Human Rights Act.

1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Company and its Employees, to provide machinery for the prompt and equitable disposition of grievances, to maintain efficient operations, and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this agreement.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the bargaining agent during the term of this agreement in all matters pertaining to wages, hours and working conditions for those Employees in the unit described in certificate number (331-2001).

2.02 Persons not covered by this agreement, except in cases of emergency or for job training purposes shall not perform work that is normally performed by Employees covered by this agreement

2.03 The Union recognizes the exclusive right of the Company to manage the affairs of the business and to direct its work 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.

a) Without limiting the generality of the foregoing, such Company rights shall include the right to: Hire, discharge, promote, demote, discipline, and suspend any Employee for just cause.

b) Any such action of the Company, which results in individual hardship or injustice, shall be subject to the Grievance Procedure.

c) Employees shall observe Company rules and regulations providing they do not violate the terms of the Collective Agreement. All Company rules and safety regulations will be 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 prior to the date that said addition(s) or amendment(s) are put into effect.

## **2.04 Union Stewards**

The Union will elect or appoint sufficient Steward (s), not to exceed one (1) Steward to twenty (20) Employees on the average. No Employee acting in the capacity of a Steward will be treated differently than any other Employee because of this position. The Union shall give notice to the Company, in writing, of the names of the Stewards selected within seven (7) days from the date of selection.

The Stewards shall act for and on behalf of the Employees in respect of their duties. Stewards, after obtaining permission from the General Manager, or designate, may be permitted to leave their work for a reasonable time without loss of pay in order to carry out their duties. Permission shall not be unreasonably withheld.

2.05 The Company shall provide to the Union a complete list of its Employees authorized to hire and discharge other Employees (under the terms of the Agreement) within seven (7) days from the date a Collective Agreement is signed. The Company is to post its list in such a manner to ensure observance by all its Employees.

2.06 The Company shall designate suitable and proper places where the Union may post notices. Notices of controversial nature, political nature and/or notices harmful to the Company are prohibited.

## **2.07 Union Delegates**

The Union's Bargaining Committee shall consist of two (2) Union Employees plus the Union Business Representative. The above two (2) Employees shall be granted time off with pay for the purpose of contract negotiations with the Employer. For the next round of contract negotiations, wages for the two (2) Union members will be split equally between the Union and the Employer.

## **ARTICLE 3 - UNION MEMBERSHIP**

3.01 All Employees who are covered under the terms of this Agreement shall become members of the Union from the date of their first employment.

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

3.03 The Company may employ students from April 15th to September 1st of any year providing that:

- a) The student does not replace any Union member.
- b) The student remits, as a condition of continuing employment, 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.
- c) The student is defined as a person in full time attendance at school or university immediately prior to April 15th and intending to return on or by September 1st.

- d) Students employed under these conditions do not accrue seniority rights.
- e) Student employment does not exceed twenty percent (20%) of the Union membership employed by the Company.
- f) Students are employed under the classifications and at rates as stipulated in Article 6.

#### **ARTICLE 4 - DEDUCTION OF INITIATION FEES & DUES**

4.01 The Company agrees to have each new Employee meet with the Steward at the time of hiring for a 15 minute Union Orientation and to complete a Union application for membership form.

Upon ratification of this Agreement the Employees provide authorization to the Company, and the Company 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 seventh (7th) working day of the pay period following the said deductions.

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 listing 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 Hours of Work**

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, inclusive of break periods as defined in sub-paragraph 10.02. The regular work day shall be performed between the hours of 7:00 a.m. and 3:00 p.m. The Company may deviate from the start and finish times by two (2) hours from the stated time. Hours of work may be altered by providing Employees (5) working days notice for any changes in work schedules.

b) If only two (2) shifts are required, the second shift shall consist of four (4) consecutive days, Monday to Thursday inclusive; each of ten (10) consecutive hours, inclusive of break periods as defined in sub-paragraph 10.02.

c) If three (3) shifts are required they shall consist of five (5) consecutive days, Monday to Friday inclusive, of eight (8) consecutive hours each, inclusive of break periods as defined in sub-paragraph 10.02.

5.02 It is understood that all Employees will be at their work stations to assume their duties at the commencement of the scheduled work day, and that they will remain at their work stations until the completion of the scheduled working day, except when permission is

granted by a supervisor for an Employee to leave their work station. 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. Start and end times will be signalled by a bell or horn.

### **5.03 Overtime Pay**

a) All overtime worked in excess of the regular hours in each day of the week or in excess of forty (40) hours in a week, whichever is the greater, up to a maximum of twelve (12) hours in a week, shall be paid for at the rate of time and one half the regular hourly rate. All overtime worked in excess of twelve (12) hours in a week shall be paid at double the regular hourly rate. Overtime will only be paid on Saturday and Sundays after an Employee has worked forty (40) regular hours in that week. However, when an Employee is off due to vacation, approved leave and illness, these hours will be included in the calculation of the required forty (40) regular hours.

For the purpose of this Collective Agreement, medical documentation is required when an Employee is absent during their regular work hours and regular work week, due to an illness.

b) For the purposes of overtime, the week shall commence on Sunday at 12:01 a.m. and end at Midnight Saturday.

c) Saturday work shall be paid for at the minimum rate of time and one half the regular rate, subject to the overtime provisions outlined in section 5.03 (a).

d) Sunday work shall be paid for at double the regular rate.

e) In the event work is scheduled on a paid Statutory Holiday, and is worked, one (1) day of pay at the regular hourly rate for eight (8) hours will be paid plus double the regular rate for each hour worked.

5.04 The Company agrees that no overtime will be scheduled for the Employees when the Union holds its regular monthly meetings. In the event of special meetings, and provided that the Company receives a copy of the meeting notice at the time of posting such notice on the Union Bulletin, overtime will not be scheduled. Employees scheduled to work the afternoon shift, will not be given time off to attend regular monthly meetings.

5.05 The Company will provide Employees a minimum twenty four (24) hours notice in advance when mandatory weekend overtime work is required and a minimum three (3) hours notice prior to the end of scheduled shift when mandatory weekday overtime is required. In the case that notice is not provided accordingly then the overtime will be considered voluntary.

5.06 When overtime is worked in excess of two (2) consecutive hours beyond the normal shift, the Company shall pay the Employee a fifteen dollar (\$15.00) meal allowance. The meal allowance will be non taxable and paid bi weekly on the Employee's cheque. A ten (10) minute break will be granted at the conclusion of the normal shift. Further ten (10) minute breaks will be granted after the completion of the tenth and twelfth hour of work, should they be worked.

5.07 The Union recognizes that the nature of the Company's business requires 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 may refuse to work overtime on a weekend, if they had worked the weekend prior or if the Employee has provided a reasonable excuse which is approved by the Company, approval will not be unreasonably withheld. Employees cannot refuse weekday overtime hours, unless they provide a reasonable excuse which is approved by the Company, approval will not be unreasonably withheld.

5.08 The Company will distribute scheduled overtime to those Employees regularly doing the work provided that the Employees have indicated a willingness to work overtime.

The Supervisor or Lead Hand will canvass for overtime by department based on seniority and the specific overtime required.

5.09 Any Employee called back to work after their 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.

5.10 When an Employee reports to work at the regular starting time and is sent home due to lack of work or weather conditions, they shall receive a minimum of four (4) hours pay at the applicable rate of pay, providing no prior notice was provided.

#### 5.11 Banked Overtime

Upon receiving a request for their overtime earnings to be banked for use at a future time, the Employee will sign an authorization form, authorizations will be reviewed and established on a six (6) month increment basis by the Employee. Banked overtime will be banked at the overtime rate as per Article 5.03 of this Agreement. The Company will bank overtime on a calendar year basis to a maximum of eighty (80) hours of overtime wages earned until such time as the Employee requests payment for the time off. Banked overtime is to be taken at a time mutually agreed upon between the Employee and supervisor. Requests for payment must be submitted in writing to the supervisor before Monday at 9:00 a.m. of the pay week and there will be no separate cheque issued. At the end of the calendar year, unused banked overtime wages earned will be paid out to the Employee on their last pay date of the year in which the banked overtime wages were earned.

### **ARTICLE 6 - CLASSIFICATIONS AND WAGE RATES**

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:

#### Classifications

Lead Hands - All Employees who relay orders to, and instruct other Employees on the job as may be necessary to ensure correct methods for material and equipment used. Lead Hands must have all of the aforementioned qualifications in the trade or classification in which they are to lead.

Tradesperson - All Employees classified as a Tradesperson including Roll Form Mill Operator, Brake Operator, Centurio Operator, Mesa Line Operator, and Maintenance.

Loader – All Employees who prepare outgoing shipments by loading trucks and trailers while operating a forklift over 5000 lbs.

Production Worker1 - Slitter Operator, Shippers/Receivers, machine operators, and all Employees engaged in setting up and operating equipment or machinery including, but not limited to, the following: Forklift (5000 lbs. and under).

Production Worker - All Employees engaged in the assembly and installation of materials and components to produce the finished product, this classification shall include, but not limited to, secondary machine operators, wood shop operators, the manual handling of materials, movement of the production line, unloading of trucks and other related functions.

General Workers All Employees engaged in picking and packaging of screws and flashings, general clean-up duties and/or other assigned duties as necessary in and around the plant facility.

#### b) Wage Rates

For workers hired prior to December 1, 2017	<b>December 1, 2024 2.75%</b>	<b>December 1, 2025 2%</b>	<b>December 1, 2026 1.75%</b>
Production Worker (1st 60 days worked), General Helper, Student	\$20.94	\$21.36	\$21.73
Production Worker	\$25.73	\$26.24	\$26.70
Production Worker 1	\$30.46	\$31.06	\$31.61
Loader	\$31.00	\$31.62	\$32.17
Tradesperson	\$32.93	\$33.59	\$34.18
Lead Hand	\$35.12	\$35.82	\$36.45
For workers hired on or after December 1, 2017	<b>December 1, 2024 2.75%</b>	<b>December 1, 2025 2%</b>	<b>December 1, 2026 1.75%</b>
Production Worker (1st 60 days worked), General Helper, Student	\$18.58	\$18.95	\$19.28
Production Worker	\$22.51	\$22.96	\$23.36
Production Worker 1	\$26.46	\$26.99	\$27.46
Loader	\$27.00	\$27.54	\$28.02
Tradesperson	\$28.72	\$29.29	\$29.81
Lead Hand	\$30.90	\$31.51	\$32.07

- Whereas in the bargaining, it was agreed to a new wage scale that no Employees hired prior to December 1, 2017 will be displaced / replaced by Employees hired after December 1, 2017 unless the Employee resigns voluntarily or is terminated for just cause.



The Company shall pay one dollar and seventy five cents (\$1.75) per hour for work on a second shift in addition to the regular hourly rate. The Company shall pay one dollar and seventy five cents (\$1.75) per hour for work on a third shift in addition to the regular hourly rate.

When an Employee is assigned to a higher classification position, then that Employee will be deemed as being in training for that higher position and will follow the "Wage Progression" schedule as follows.

At Zero (0) to end of (90) days:	one-third (33.33%) of the difference between the two (2) classifications.
(91) days to end of (180) days:	two-thirds (66.66%) of the difference between the two classifications.
At end of six (6) months:	Full rate of the new classification.

Any Employee who is unsuccessful in their training progression (at any stage) will revert back to their previously held wage, position and classification.

The Company shall pay thirty-five (35) cents per hour to Employees who possess a current Level One First Aid Certificate in addition to the regular hourly rate.

Wages shall be paid by direct deposit every two (2) weeks by quitting time and not more than five (5) regular working days wages shall be withheld.

All monies due and the Record of Employment for involuntary or voluntary terminations or dismissals, including layoffs, will be provided by the Company not later than seven (7) calendar days or by the next scheduled pay period, whichever comes first.

6.02 All Employees will be required to work in the area or on the machine that they are assigned. This is subject to change on a regular basis. Notwithstanding (6.01b) Employees will be paid at their regular wage rate.

#### **ARTICLE 7 - R.R.S.P. (Registered Retirement Savings Plan)**

7.01 Employees who voluntarily chose may contribute, into a Locked in R.R.S.P.

For the purpose of this clause the term locked in shall apply to all Employees while employed with the Company.

#### **ARTICLE 8 - LIFE AND HEALTH INSURANCE PLAN**

8.01 The Company shall contribute \$1.80 of the \$2.10 cost, upon ratification; for every hour worked to the Alberta Carpenters Health and Wellness Trust fund. The Employees shall be responsible for making up any Alberta Carpenters Health and Wellness Trust fund contribution deficiencies.

8.02 The Company shall forward Health and Welfare contributions to the Carpenters Health and Welfare Trust Fund by the fifteenth (15th) day of the following month in which the hours were worked, accompanied by a reporting form detailing hours worked for each Employee.

8.03 Any failure on behalf of the Company to remit contributions to the Carpenters Health and Welfare Trust Fund in a timely manner will be subject to the grievance procedure.

8.04 The employer's liability to the Employee or the Carpenters Health and Welfare Trust Fund is limited to ensuring contributions are made in a timely manner

## **ARTICLE 9 - STATUTORY HOLIDAYS AND VACATION**

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

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

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

a) Have worked the regularly scheduled full shift immediately before and immediately after the particular holiday, unless the absence is due to authorized leave, approved vacation, or the reason for the absence is acceptable to management. A doctor's certificate is required for non-attendance due to personal illness or illness of an immediate family member.

9.02 Pay for the Statutory Holidays in Clause 9.01 above shall be at the Employee's regular hourly rate for the normal daily hours worked in that week in which the Statutory Holiday was observed.

9.03 When any of the holidays described in 9.01 falls on a Saturday and/or Sunday, it shall be observed on the following working day or days. However, by mutual agreement and a thirty (30) day notice between the Company and the Union, the above-mentioned holiday(s) falling on a 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.

9.04 For the purposes of this Agreement:

a) The vacation period will be from July 1 to June 30 of the succeeding year, and

b) A week consists of forty (40) hours.

9.05. 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 + two weeks leave
4 years or more	6.25% of gross earnings + three weeks leave
10 years or more	8.25% of gross earnings + four weeks leave
16 years or more	10.25% of gross earnings + five weeks leave

25 years or more      12.25% of gross earnings + six weeks leave

9.06 Employees will indicate vacation period preference by completing a Vacation Request form and submitting it to the Senior Manager or designate for review at least thirty (30) calendar days prior to the start date of the vacation period requested. The Senior Manager or designate will have five (5) business days to provide a response. Approval shall not be unreasonably withheld. The Employee may cancel or change in writing any submitted vacation request fourteen (14) days prior to intended vacation. The maximum number of Employees on vacation at any one time cannot exceed one (1) person for every five (5) Employees up to twenty (20) Employees. When there is in excess of twenty (20) Employees, the maximum number of Employees on vacation at any one time cannot exceed twenty-five percent (25%) of the workforce.

9.07 Vacation pay shall be calculated and paid on gross earnings. Employees who currently receive vacation pay bi weekly will continue to do so. They may request in writing to have vacation pay paid when vacation leave is taken or at plant shut down. For all other Employees vacation pay shall be paid when vacation leave is taken. A two (2) week written notice for payment of vacation pay must be submitted by the Employee to the Company.

9.08 Employees, terminated from employment during the vacation year, shall receive the applicable percentage of vacation pay according to their years of service as stipulated in 9.05.

9.09 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 thirty (30) calendar days advance notice of said shut down. This plant wide Vacation will not be construed as part of the Employee's normal vacation entitlement. If after posting notice there is an opportunity for Employees to work the plant wide vacation period, the option to work will lie solely with the Employee.

## **ARTICLE 10 - WORKING CONDITIONS**

10.01 The Company shall provide adequately sized, ventilated and heated lunchrooms, which shall be kept in a clean and sanitary condition by the Company. An adequate supply of bottled water for the Employees' use will be provided.

10.02 Each Employee shall be entitled to two (2) twenty (20) minute break periods during their regular eight (8) hour shift. In the case of a second shift, one (1) twenty (20) minute break period and one (1) thirty (30) minute break period shall be taken during the ten (10) hour shift. Said break periods start and termination will be signaled by a bell or horn.

10.03 The Company will provide one locker for each Employee for the Employee's personal use. Employees will be responsible for their own lock and keys. Female Employee lockers will be completely private and separated from the male lockers.

10.04 Any Company vehicle rented or owned and required to be operated outside the shop, will be equipped with an appropriate cab, heater and windshield wipers.

## **ARTICLE 11 - SENIORITY**

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

11.02 The Company shall, in all cases of promotion, layoff and recall, give consideration to the seniority of Employees and their ability to perform the work. Where, as between Employees, ability to perform the work is equal, seniority will prevail.

The Company shall, in all cases of layoff, give consideration to the seniority of Employees and their ability to perform the work.

11.03 Seniority of each Employee in the Company as covered by this Agreement shall be established after a probationary period of twelve (12) weeks worked and shall count from date of employment. Seniority shall be maintained and accumulated through:

- a) Absence due to layoff.
- b) Sickness or accident up to a maximum of nine (9) months and then frozen until return to work.

### **Authorized leave of absence.**

11.04 An Employee shall lose their seniority standing, their name shall be removed from all seniority lists and their employment terminated for any of the following reasons:

- a) Voluntary quitting of employment.
- b) Discharge for cause.
- c)
  - 3 month absence due to layoff - 20 to 90 days service
  - 6 months absence due to layoff - 91 days to 2 years service
  - 9 months absence due to layoff – 2 to 3 years service
  - 12 months absence due to layoff – 3 years or more service
- d) Failure to reply within two (2) working days after they have been notified to do so by the Company by courier or registered mail at their last known address and failure to report to work immediately after an additional three (3) working days, unless the Employee is working, whereas seven (7) calendar days will be given to report to work.
- e) Failure to return from an authorized leave of absence when due, unless they have contacted the Company and have a valid reason.
- f) Absent three (3) working days without notice.

11.05 The Company shall maintain Seniority lists, which will be submitted to the Union electronically every month, commencing each January 1st.

11.06 Union Seniority Employees entering the bargaining unit shall retain their date of hire with WESTMAN STEEL INC. 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.

## **ARTICLE 12 - LAYOFFS AND TERMINATIONS**

### **12.01 Layoff notice**

a) Lay-Off - 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 is required if an Employee's period of employment is two (2) years or more.

b) Temporary Lay-Off - In the case of a temporary lay-off of sixty (60) days or less, a minimum of seven (7) calendar days notice will be provided. In the event the temporary lay-off exceeds sixty (60) days, those Employees entitled to receive fourteen (14) calendar days notice will receive forty (40) hours payment at their regular rate for pay in lieu of notice.

c) All Employees recalled after or during the sixty (60) days temporary lay-off will be entitled to lay-off notice as per Article 12.01 (a) or 12.01 (b).

d) In the event of a layoff due to lack of work, the Employees with less than three (3) months service shall be given twenty-four (24) hours notice in advance. The Steward(s) shall be given notice prior to posting.

12.02 In the event of layoffs, the Stewards shall be retained (on a ratio as per Article 2.05) provided they have the ability and are willing to perform the work available at the rate in effect for the position.

## **ARTICLE 13 – VACANCIES**

13.01 Notification of new salaried jobs or vacancies will be posted on the bulletin board for four (4) working days, during which time Employees may give written notification on a form supplied by Human Resources, to be considered for a new job or vacancy.

13.02 When an Employee who is determined by the Company to be fully qualified and competent to perform a higher level classification, and is temporarily assigned to a higher level classification, for one (1) full calendar day or more then the Employee will receive the rate applicable to the position.

## **ARTICLE 14 - LEAVES**

### **14.01 Parental Leave**

Parental leave shall be granted upon application. In the case of Maternity Leave the Employer may require an Employee to provide a doctors statement that the Employee is physically able to continue working or to return to work.

#### **14.02 Birth or Adoption**

The Company shall grant an Employee who has completed probation a leave of absence with pay for three (3) working days for the needs directly related to the birth or adoption of their child. All other leaves provided for in this agreement or by any law will still apply.

#### **14.03 Bereavement Leave**

a) In case of death of an Employee's spouse, children (including pregnancy loss), parents, step parents, brother (s), sisters (s), common-law spouse and common-law children (provided that in the case of a common-law spouse must have cohabited with the Employee for a minimum of six (6) months and must be registered in the Company's personnel records for the six month period), they will be granted a paid leave of absence of five (5) days with pay.

b) In case of death of an Employee's mother-in-law, father-in-law, and grandparents, they will be granted a paid leave of absence of three (3) days with pay.

c) In case of death of an Employee's spouse's grandparents or, an Employee's brother-in-law, or sister-in-law, the Employee will be granted a paid leave of absence of one (1) day with pay.

#### **14.04 Crown Witness or Jury Duty Leave**

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.

#### **14.05 Union Leave**

The Company agrees that no more than one (1) per twenty-five (25) Employees may request permission for leave of absence to attend to Union affairs. The length of, absence shall not exceed one (1) week. The Union will advise the Company three (3) working days in advance of the requested absence. Prior to the requested leave, the Union delegates may be required to work overtime to make up time lost during leave. This overtime will be at the discretion of the Company.

When an Employee is relieving in a position or is accepting a temporary assignment to work for the Union such Employee shall retain all past seniority. Any temporary position or assignment shall not exceed two (2) years in duration and the Company will be notified thirty (30) calendar days prior to the assignment.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

15.01 All differences between the Company and the Union concerning the interpretation, application, operation or an alleged violation of this Agreement, shall be settled without stoppage of work or lockout. In the event of any dispute arising out of this agreement between the Company and the Employee(s), the following procedure shall be followed:

a) The Employee shall within ten (10) working days (excluding Saturdays, Sundays and Statutory Holidays) of the alleged violation, submit their complaint in writing to their immediate supervisor, with the assistance of a Steward or Union Representative as they see fit, and the parties shall endeavor to settle the difference. The complaint shall indicate which clause(s) of the Collective Agreement have been allegedly breached.

b) If the dispute is not settled within ten (10) working days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under part (a), the complaint shall be referred to the Operations Manager, or equivalent, and the official Representative of the Union; and they shall endeavour 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 endeavour 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 single Arbitrator for settlement in the manner provided for in the Alberta Labour Code.

e) Either party may ask for an extension to the timelines by submitting a written request to the other party prior to the expiry of the timeline in question. Such request will not be unreasonably denied.

f) The decision of the single Arbitrator shall be final and binding on both parties subject to the provisions of the Labour Code. The single Arbitrator shall not be vested with the power to change, add to, or amend any of the term of this Agreement.

## **ARTICLE 16 - DISCIPLINARY PROCEDURE**

16.01 Management shall not take disciplinary action without first warning the Employee, either verbally or in writing, with training, instruction or coaching for clarity of the expectation of the Employee, unless the circumstances justify immediate discipline, suspension or discharge. Upon failure to follow the required expectation, the Company may advance to the progressive disciplinary process as follows:

- First Step – Verbal Warning in writing
- Second Step – Written Warning
- Third Step – Suspension or Termination

The parties recognize that serious acts of misconduct may result in certain disciplinary steps being bypassed.

16.02 Disciplinary letters, written warnings will include:

- The reason for the warning, suspension or discharge.
- The Company rule(s), regulation(s), or section(s) of the Union agreement that have been violated.
- In the event of a suspension the number of days will be included.

A Shop Steward shall be present when a disciplinary letter is being delivered to an Employee. All copies of disciplinary letters will be distributed to the Employee, the Union, and Human Resources.

16.03 If an Employee is to be disciplined, it shall be completed within 2 business days upon the Employee being notified of the incident, unless an investigation is required.

16.04 If there is any subsequent discipline, the Company will not bring up any disciplinary issues older than twelve (12) months from its day of occurrence. All disciplinary actions greater than twelve (12) months old will be removed from the Employee's file.

16.05 Any Employee that receives the above progressive disciplinary process within a sixty (60) day period will be subject to termination.

## **ARTICLE 17 - SAFETY AND HEALTH**

17.01 The Company shall establish and promote healthy and safe working conditions and shall take all reasonable precautions to protect the health and safety of its Employees. The Union will assist the Company in promoting and maintaining high standards of safety and health in the plant.

17.02 The Company and the Union agree to name an equal number of representatives (minimum of four (4)) who will be the Joint Health and Safety Committee.

The Committee mandate will be to:

- a) Promote safety and industrial hygiene in the plant.
- b) Make regular monthly inspections of the plant and equipment.
- c) Hold regular monthly meetings maintain minutes, and post and forward copy of minutes to Local Union office.
- d) Review accident records together with minutes of previous meeting.
- e) Forward recommendations regarding safety and health to Labour Management Committee and Union.

17.03 The Health and Safety committee will meet monthly during working hours and without loss of pay to Employees. The secretary will keep copies of minutes from the meeting.

17.04 The Company agrees that all rights and privileges established under the laws of the Province of Alberta in respect of Occupational Health and Safety will be the minimum standards and form part of this agreement. At the same time, refusal on the part of an Employee to abide by the laws of the Province of Alberta in respect of Occupational Health and Safety or other safety rules, as outlined in the Company Health and Safety Policies and Procedures Manual, after having been warned, will be grounds for dismissal.



17.05 Any Employee hurt on the Company premises; who has to leave the workplace to seek medical attention, and who cannot complete their regular scheduled duties for that day, will be paid at their regular rate for the balance of the shift.

17.06 All Employees who experience a workplace accident, injury or illness will immediately report their workplace accident, injury or illness to their supervisor or designate. At no time will any Employee leave the worksite without notifying the Company of a workplace accident, injury or illness.

#### **17.07 Safety Glasses**

The Company will supply free of charge, non-prescription safety glasses. Employees who require prescription safety glasses will be provided with these at Company expense. If an Employee desires to get approved safety glasses at a supplier other than the Company's designated supplier, subject to pre-approval from management the Company will reimburse the Employee up to the same amount they would pay the Company's designated supplier. A prescription form over one (1) year old will not be acceptable. Any changes in an Employee's vision requiring new prescription forms will be acceptable regardless of time period. Safety glasses damaged or destroyed in the performance of work will be replaced by the Company. Safety glasses lost will be replaced at the expense of the Employee. Employee's prescription safety glasses will become the personal property of the Employee upon the Employee's termination. Non-prescription safety glasses must be returned upon the Employee's termination. Appointments at the optometrist will be before or after working hours.

The qualification period for receiving reimbursement for prescription Safety Glasses will be one (1) year.

#### **17.08 Safety Boots**

**Approved safety boots shall be worn at all times.**

The Company will pay a maximum of two hundred (\$200) dollars towards the cost of CSA approved safety shoes/boots limit one (1) pair of CSA approved shoes/boots every one (1) year upon the Employee producing a receipt proving purchase of the boots. An Employee, at their option, may accumulate year to year to a maximum of four hundred (\$400.00) dollars towards the cost of CSA approved safety shoes/boots upon the Employee producing a receipt proving purchase of boots. New Employees will be reimbursed the cost of safety shoes/boots upon completion of one (1) year worked.

#### **17.09 Winter Outerwear and Regular Coveralls**

The Company will pay a maximum of one hundred and sixty (\$160) dollars towards the cost of hi-vis winter outerwear for shipping/receiving Employees, upon the Employee producing a receipt proving purchase of the outerwear. Outerwear shall be replaced, when deemed necessary by the Company, at the Company's expense to a maximum of one hundred and sixty (\$160) dollars.

The Company will pay a maximum of one hundred and sixty dollars (\$160) every one year for the one time purchase of any combination of coveralls or pants or bib overalls, upon the employee producing a receipt proving purchase.

#### **ARTICLE 18 - LABOUR MANAGEMENT COMMITTEE**

18.01 The Company and the Union recognize that occasions may arise during the term of this agreement when further discussions between the Representatives of the parties may be helpful in promoting general plant conditions and better Union/Management relations, therefore the parties agree to meet at a minimum, twice per year.

18.02 The Labour Management Committee will consist of the General Manager, Steward, and Business Representative.

18.03 The Labour Management Committee shall meet as requested by either party.

18.04 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 terms of this Agreement.

18.05 The sole right of this Committee is limited to making their recommendations to the parties for their consideration.

#### **ARTICLE 19 - UNION LABEL SECTION**

19.01 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 60 of the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

19.02 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 20 - DURATION OF AGREEMENT**

20.01 This Agreement shall be in effect from December 1, 2024 up to and including November 30, 2027. Should either party wish to change this Agreement not less than sixty (60) days or more than one hundred and twenty (120) days notice prior to expiry date shall be given in writing to the other party, such 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 this 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.

## **ARTICLE 22 - COPIES OF AGREEMENT**

22.01 For every Employee to be aware of their rights and obligations the Company and the Union will share equally in the cost of printing the collective agreement booklet and the Company will provide a copy to each Employee.

SIGNED ON BEHALF OF:

**WESTMAN STEEL INC.**

[Redacted Signature]

Jayson Verbong  
Director – Human Resources

[Redacted Signature]

Neil Strauss  
Branch Manager - Airdrie

**THE UNITED BROTHERHOOD of  
CARPENTERS and JOINERS of  
AMERICA LOCAL 2010**

[Redacted Signature]

Kristine Byers  
Business Representative

[Redacted Signature]

Justin Anthony  
Bargaining Committee

[Redacted Signature]

Colton Fedun  
Bargaining Committee

Dated this 5<sup>th</sup> day of December, 2024 (various locations).

**LETTER OF UNDERSTANDING  
BETWEEN  
WESTMAN STEEL INC. 126 East lake Link Airdrie, Alberta  
And  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL  
2010**

**Ratification Bonus**

The Parties agree that active full-time Employees on payroll at date of ratification will receive a one-time lump sum ratification bonus of three hundred dollars (\$300) subject to all applicable statutory and other required deductions.

Dated this 5<sup>th</sup> day of December, 2024 (various locations).

**SIGNED ON BEHALF OF:**

**WESTMAN STEEL INC.**



Jayson Verbong  
Director – Human Resources



Neil Strauss  
Branch Manager - Airdrie

**THE UNITED BROTHERHOOD of  
CARPENTERS and JOINERS of  
AMERICA LOCAL 2010**



Kristine Byers  
Business Representative



Justin Anthony  
Bargaining Committee



Colton Fedun  
Bargaining Committee

**LETTER OF UNDERSTANDING  
BETWEEN  
WESTMAN STEEL INC. 126 East lake Link Airdrie, Alberta  
And  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL  
2010**

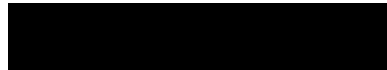
Union Label Selection Repeal

The Parties agree that based on the end use of the articles manufactured in the plant of the Company, a Union Label will not be placed upon the Employer's products.

Dated this 5<sup>th</sup> day of December, 2024 (various locations).

SIGNED ON BEHALF OF:

**WESTMAN STEEL INC.**



Jayson Verbong  
Director – Human Resources



Neil Strauss  
Branch Manager - Airdrie

**THE UNITED BROTHERHOOD of  
CARPENTERS and JOINERS of  
AMERICA LOCAL 2010**



Kristine Byers  
Business Representative



Justin Anthony  
Bargaining Committee



Colton Fedun  
Bargaining Committee