

AGREEMENT BETWEEN:

**ARMTEC LP
OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA
(HEREINAFTER CALLED “THE EMPLOYER”)**

- AND -

**REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS
LOCAL UNION 2103
(HEREINAFTER CALLED “THE UNION”)**

March 1, 2017 to February 28, 2020

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OBJECT – TO GOVERN WAGES AND WORKING CONDITIONS AND OTHER BENEFITS OF ALL THE EMPLOYEES COVERED BY THIS AGREEMENT.

ARTICLE 1 – TERMS OF AGREEMENT

- (a) This Agreement shall be in full force and effect as of March 1st, 2017, and continue in effect until February 28th, 2020, and from year to year thereafter except as hereinafter provided.
- (b) Either party desiring to amend this Agreement or to commence Collective Bargaining may do so in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- (c) If Notice to Negotiate has been given by either party, this Agreement shall remain in full force and effect up to the date that the Union or the Employer commences to Strike or Lockout.
- (d) Where the term “Carpenter”, “Member” or “Employee(s)”, is used, such term shall embrace all the Employees of the Employers, employed under the terms of this Agreement.

ARTICLE 2 – BOUNDARIES

- (a) The term of this Agreement shall apply and be confined to the Employer’s permanent plants and permanent storage facilities in the City of Calgary, in the Province of Alberta.
- (b) Carpenter Employees covered by the terms of this Agreement scheduled to work beyond the confines of the Employers plants and storage facilities in the City of Calgary, in the Province of Alberta, shall work under the terms and conditions of this Collective Agreement.

ARTICLE 3 – WAGES

- (a) The minimum rate for a Journeyman Carpenter shall be :

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| effective | March 1 st , 2016 | \$39.55 per hour |
| effective | March 1 st , 2019 | \$39.95 per hour |

Probation period – any new hire will be on a probation period of sixty (60) calendar days.

- (b) The minimum rates for Apprentice Carpenters shall be as per Article 3 (a): (but not less than a Labourer 2)

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| Pre-apprentice Carpenters | 60% of the Journeyman Carpenter’s rate |
| 1 st Year Carpenters | 65% of the Journeyman Carpenter’s rate |
| 2 nd Year Carpenters | 75% of the Journeyman Carpenter’s rate |
| 3 rd Year Carpenters | 85% of the Journeyman Carpenter’s rate |
| 4 th Year Carpenters | 95% of the Journeyman Carpenter’s rate |

- (c) The minimum wages of a Lead Hand shall be twelve percent (12%) above the Journeyman Carpenter rate per hour. In the event that a Journeyman is assigned as a temporary Lead Hand, he/she shall be paid

the Lead Hand rate per hour. When the total Carpenters bargaining unit reaches or exceeds twenty-four (24) a second (2nd) Lead Hand shall be added.

- (d) The minimum wage of a Sub-Foreman shall be six percent (6%) above the Lead Hand rate per hour. In the event that the Lead Hand is assigned as a temporary Sub-Foreman, he/she shall be paid the Sub-Foreman rate per hour.
- (e) The minimum wages of a Foreman shall be six percent (6%) above the Sub-Foreman rate per hour. In the event that the Sub-Foreman is assigned as a temporary Foreman, he/she shall be paid the Foreman rate per hour.
- (f) Upon the approval by Human Resources, in the event the company deems it necessary to give an employee additional responsibilities temporarily for two hours or more in a day, to oversee the quality and/or productivity of other employees who may be at a higher pay grade than the employee given this temporary responsibility, such employee shall receive an increase of 10% on their hourly rate while engaged in such work.

Once the assignment is completed the employee shall be returned to their previous rate of pay.

ARTICLE 4 – PAYMENT CONDITIONS

Wages shall be paid by direct deposit, deposited in the Employee's bank account, plus exchange weekly or bi-weekly on Friday by 12:01 a.m. (in the event there is a payroll failure the company will deposit no later than 8:00 a.m.) four (4) days holdback will be allowed. – Pay stub to be given to the Employee prior to the end of his/her shift, or no later than 1:00 p.m. on Friday of the pay week.

Employer's responsibility when an employee quits

When a notice is required and the employee has provided the employer the required notice, the employer must pay all wages, overtime pay, general holiday pay and vacation pay due to the employee within three days (72 hours) following termination of employment.

When a notice is not required, the employer must pay all wages, overtime pay, general holiday pay and vacation pay due to the employee not later than 10 days after the last day of employment.

When an employee quits without providing the employer the required notice, the employer must pay all wages, overtime pay, general holiday pay and vacation pay due to the employee within 10 days after the date on which the notice would have expired if it had been given.

Employer's responsibility when an employee is dismissed

When notice is required, the employer must provide the employee with termination notice in writing or termination pay. A combination of notice and termination pay is allowed. Payment of all wages, overtime, general holiday pay and vacation pay owing to the date of termination is due within three days (72 hours).

When an employee is dismissed for just cause or for any other reason specified by the Code as not requiring notice, the employer must pay all wages, overtime, general holiday pay and vacation pay due to the employee within 10 days of the date of termination. Where an employer claims just cause as the basis for terminating an employee, the employer must be able to support the position that there was just cause for dismissal without notice.

- (a) The Employer shall, at the end of each pay period, give to each Employee a statement in writing setting out for that period:
 - (1) the hours worked by the Employee,

- (2) the amount of wages paid at a straight time rate,
 - (3) the amount of wages paid at an overtime rate,
 - (4) the amount of any bonus or living allowance paid,
 - (5) the amount of each deduction from the earnings of the Employee and purpose for which each deduction was made,
 - (6) the amount of vacation pay paid and the amount of general holiday pay paid.
- (b) If the regular payday falls on a Statutory Holiday, the Employees shall be paid on the preceding working day.
 - (c) If the regular payday falls on any other shift other than regular shift, the Employees shall be paid on the Thursday shift.

ARTICLE 5 – HOURS OF WORK, SHIFTS AND OVERTIME

- (a) The regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive from 6:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break and the regular workweek shall consist of forty (40) hours.
- (b) Any shift starting before 6:00 a.m. or after 8:30 a.m., shall be considered a second shift and a shift premium of eleven percent (11%) of the Journeyman rate as in Article 3(a) of this Agreement shall be paid to all the Employees working on such a shift. There will be no pyramiding of premiums. It is agreed that this premium is payable on all regular and overtime hours worked during that shift.
- (c) No Employee shall work more than one shift in a twenty-four (24) hour period.
- (d) For the purpose of this Agreement a twenty-four (24) hour period shall be from 12:01 a.m. to 12:01 a.m. on a given calendar day.
- (e) In any case where the Employees are required to return to work without the expiration of eight (8) hours, all work then performed shall be paid for at overtime rates and such overtime rates shall continue for work performed until a full eight (8) hour rest period has been observed.
- (f) Hours worked by an Employee, Monday to Friday in excess eight (8) hours to twelve (12) hours, will be classed as overtime and paid for at one and one half (1½) times the Employee's regular rate. All hours in excess of twelve (12) hours will be paid at double times (2X) the regular rate.
- (g) Hours worked by an Employee on a Saturday shall be paid at one and one half (1½) times the Employee's regular rate, up to six (6) hours and all hours in excess will be paid at double times (2X) the regular rate.
- (h) All hours worked by an Employee on Sunday shall be paid at double times (2X) the Employee's regular rate.
- (i) All hours worked by an Employee on a Statutory Holiday or days observed in lieu of Statutory Holiday shall be paid at two and one half (2½) times the Employee's regular rate.
- (j) When non-scheduled overtime is worked in excess of two (2) hours beyond the normal shift, the employer shall provide a suitable hot meal for the Employee to be consumed either at end of the normal shift or not later than the second overtime hour at the workstation and overtime rates will be paid to

consume this meal. Additional meals will be supplied at the end of each subsequent four (4) hours overtime.

ARTICLE 6 – HOLIDAYS AND VACATIONS

(a) The eleven (11) legal and recognized holidays shall be:

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| New Years Day | Good Friday |
| Canada Day | Labour Day |
| Remembrance Day | Christmas Day |
| August Civic Day | Boxing Day |
| Victoria Day | Thanksgiving Day |
| Family Day | |

All the above general holidays that may be rescinded by the City of Calgary, the Government of Alberta or the Government of Canada shall stay as is in this Agreement.

(b) The eleven (11) legal and recognized holidays shall be paid at the Employee's applicable rate of pay.

(c) No work shall be performed on Labour Day, except where safety to life or property makes it necessary. Where one of the above holidays falls on a Saturday or Sunday, the next regular workday will be observed as the day off. In the event of two (2) consecutive holidays falling on Saturday and Sunday, the following Monday and Tuesday will be observed.

(d) Each Employee shall receive an annual vacation and vacation pay in accordance with his/her years of service as follows:

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| 0 to less than 10 years | 7% on gross earnings and 3 weeks vacation |
| 10 to less than 15 years | 9% on gross earnings and 4 weeks vacation |
| 15 years and over | 11% on gross earnings and 5 weeks vacation (vacation taken at the discretion of the Employee) |

The Employees should be encouraged to take time off for vacation each year.

(e) These amounts shall be paid to the Employee at their request as follows:

(1) Vacation pay shall be paid every pay period, or

(2) Vacation pay will be accrued and each Employee can request vacation pay up to four (4) times per year, with the following conditions:

(i) Contact your Foreman for an authorization form to send to payroll to receive your vacation pay on your next pay cheque.

(ii) Authorization forms must be received in the payroll department five (5) days prior to pay period cut off date.

(iii) No accumulated vacation pay will be carried over into the next year. Any balance of vacation pay at the end of the year will pay out on the last cheque of the year.

(3) When the employment of an Employee terminates, the Employer shall pay the Employee on such termination an amount equivalent to the Employee's accrued vacation credits.

(f) **FLOATING HOLIDAY**

The company will recognize one floating Holiday Day per year, only to be taken during the month of December between the dates of the 27th through the 31st. This Holiday Day will be determined for each year for the term of this agreement, and to be adjusted during negotiations for a new Collective Agreement.

The Following Floating Holiday Days, determined for this Collective Agreement, are as follows:

December 29th, 2017

December 28th, 2018

December 27th, 2019

These recognized Holiday Days shall be paid out in accordance to Article 6 of the Current Collective Agreement

ARTICLE 7 – JOB WORKING CONDITIONS

- (a) The Employer shall provide suitable, clean and enclosed sanitary facilities. Flush toilets will be supplied. They shall be properly used by the Employees.
- (b) The Employer shall provide a suitable, clean, heated lunchroom with adequate seating and tables. It shall not be used for the storage of the Employer's tools or construction materials. The Employer shall provide safe storage for the carpenter's tools.
- (c) Cool drinking water shall be supplied in closed containers complete with individual paper cups.
- (d) The tools of new Employees commencing employment shall be in good condition and shall be kept so on the Employer's time. The exception will be saws, which will be sharpened at the Employer's expense to a maximum of twice per month. Employees will be provided one (1) hour pay to enable the Employee to get their tools gathered and put in shape in the event of layoff or discharge.
- (e) If the use of patent miter box or power machine is required they shall be supplied by the Employer and operated by Journeyman Carpenter or Carpenter Apprentice covered by this Agreement.
- (f) Two (2) coffee breaks of ten (10) minutes duration per shift will be permitted during working hours in the immediate work area and every two (2) hours when working overtime. Such breaks to be determined by the mutual agreement and in no way interfere with the general progress of the work or contribute to neglect of Safety Rules.
- (g) There shall be no restriction on the full use of proper tools or equipment and there shall not be any task work or piecework on projects covered by this Agreement.
- (h) It is understood and agreed that the parties to this Agreement shall at all times comply with the Occupational Health and Safety Regulations and any refusal on the part of an Employee to work in contravention to such regulations shall not be deemed to be a breach of the Agreement. Further, no member will be discharged because they fail to work under unsafe conditions because they insist on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the Occupational Health and Safety Regulations after being duly warned will be sufficient cause for dismissal.
- (i) All Carpenter Apprentices shall be employed at work, which will advance their knowledge of their trade.

- (j) Any Employee who is schedule to work on any day and is not put to work shall receive four (4) hours at the applicable rate of pay, unless an act of God occurs.
- (k) An Employee who is injured in the course of performing their duties on the job, shall be paid for that portion of the day for which he/she was unable to complete.
- (l) The Carpenter shall maintain with the Employer an up to date inventory of his/her personal tools. The Employer may at any time check for the correctness for such inventory. Following a fire or break-in the Employer shall compensate the Carpenters/Apprentices up to eight hundred dollars (\$800) for any real loss of their tools stored according to this clause.
- (m) Gloves, two (2) pair of coveralls per year, carpenter pencils and one (1) quality tape measure per quarter will be provided at no cost to the Employees, after probationary period is served.
- (n) Each the Employee will receive nine cents (\$0.09) per hour for each hour worked for a tool allowance. Effective March 1, 2019 this shall be increased to twelve cents (\$0.12).
- (o) Each Employee, after one year of employment with the Company, will be reimbursed upon proof of purchase, up to four hundred dollars (\$400.00), per two year period, for purchase of CSA-approved work boots. If the Employee voluntarily leaves their employment with the Company, or terminated for just cause, within these two years, a pro-rated portion will be deducted from their final pay.
- (p) Two (2) certified First Aid attendants will be paid a premium of twenty-five cents (\$0.25) for each hour worked. Highest-ranking certificate or if equal, the most senior Employee will receive this premium.

ARTICLE 8 – SENIORITY CLAUSE

- (a) Employees shall acquire seniority rights based on the length of service while in the bargaining unit. Seniority is accrued for the purpose of determining vacation scheduling, the distribution of overtime, and scheduling of hours of work, including the sequence of layoff and recall.
- (b) New Employees shall be regarded as probationary Employees for the first sixty calendar (60) days of their employment, from the first date of employment. During the aforementioned probationary period, Employees may be discharged or may be laid off without reference to length of services; and, in either event, the Company shall be under no obligation to re-employ such person. Layoffs due to lack of work, injury, or illness of the Employees, leaves of absence as hereinafter provided for in this Agreement, or other cause not due to the voluntary act or fault of the Employee, shall not constitute interruption of continuous service, as the term “continuous service” is used in this Section, and the Employee’s seniority status shall not be affected by such interruptions; provided, however, the continuous service of an Employee and his/her seniority status based thereon shall be terminated for any of the following reasons, unless the Company and the Union, by agreement in writing, determine otherwise:
 - (1) Absence from work without leave as hereinafter provided for in this Agreement, or without notifying the Company; for three (3) consecutive workdays, unless the Employee can prove that his/her failure to obtain such leave was due to circumstances beyond his/her control.
 - (2) Failure to report to work or return to work, when laid off in accordance with the following: Any Employee who is laid off shall keep the Company advised, in writing, of his/her current address, and the Company shall notify such Employee, in writing or by registered letter addressed to such address, when an opening is available for the Employee in line with their seniority status. Such notice shall specify the date and hour to report to work, which shall not be less than five (5) working days, nor more than fifteen (15) working days after the mailing or sending of such

notice. A copy of such notice shall be given to the Job Steward within twenty-four (24) hours after the same is mailed or sent. The Employee shall reply by mail or telegram, addressed to the Company, within four (4) working days after the mailing or sending of such notice, whether the Employee will report for work at the time stated.

- (3) Discharge of an Employee for just cause.
 - (4) When an Employee resigns or quits.
 - (5) Failure of an Employee to report to work and return to work following the conclusion of an approved leave of absence.
 - (6) When an Employee has not performed any work for the Company for twelve (12) consecutive months as a result of layoffs, by the Company, or as a result of illness or injury, it being understood that, by mutual agreement between the Company and the Union, the aforementioned twelve (12) consecutive month period may be extended in cases of compensable illness and/or injury.
- (c) In all cases of reduction of forces, the Employees affected and the Job Steward shall be notified according to the following schedule:

(1) **Temporary Layoffs**

Employees with more than thirty (30) days service shall receive five (5) working days notice on a temporary layoff. Temporary layoff is defined as a layoff of more than three (3) working days, but less than sixty (60) calendar days.

(2) **Non-Temporary Layoffs**

- (i) Employees with more than thirty (30) days, but less than two (2) years continuous service, shall receive five (5) working days notice.
- (ii) Employees with two (2) years, but less than four (4) years continuous service, shall receive ten (10) working days notice.
- (iii) Employees with four (4) years, but less than six (6) years continuous service, shall receive twenty (20) working days notice.
- (iv) Employees with six (6) years, but less than eight (8) years continuous service, shall receive twenty-five (25) working days notice.
- (v) Employees with eight (8) years, but less than ten (10) years continuous service, shall receive thirty (30) working days notice.
- (vi) Employees with ten (10) years continuous service, shall receive forty (40) working days notice.

Employees not so notified, or temporary laid off Employees whose layoff extended for sixty (60) calendar days or more and who are not recalled prior to a loss of seniority, shall receive their regular rate of pay for any difference between the length of notice given to them and the requirements provided for above. The above notice shall not be required with respect to temporary layoffs because of lack of work for a period of three (3) days or less, or because of breakdown of machinery, floods, fires, or Acts of God, or because of discharge of an Employee for proper cause.

In order to determine which Employee or Employees the above notice shall be given to, it is agreed that four (4) work days before notices are to be given, the Foreman, with the Job Steward and Business

Representative, shall meet to discuss the requisite qualifications required to satisfactorily perform the work available, ensuring that those who remain employed possess those qualifications. It is understood and agreed that the provisions of this Subsection (C) shall not apply to probationary Employees. Any Employee who is notified that he/she is to be laid off shall be expected to continue to render the Company his/her usual service.

- (d) The Company shall, within fifteen (15) days after signing this Agreement furnish the Union, and post on its bulletin boards, a seniority schedule containing the name, date of employment, badge or clock number, and classification of each Employee. Revised schedules shall be furnished to the Union by the Company and copies thereof posted by the Company on its bulletin boards each three (3) months during the term of this Agreement. In order to facilitate the proper administration of this Agreement, the Job Steward shall be furnished, upon request information concerning the employment date, classification, and rate of pay of any Employee to whom this Agreement is applicable.
- (e) Pre-apprentices must apply for membership with Local Union 2103 effective on the date of hire. Pre-apprentices must be indentured within a maximum of thirty (30) days from the date of hire. Pre-apprentices will not accrue seniority.

ARTICLE 9 – LEAVES OF ABSENCE

- (a) Leaves of absence, without pay, shall be granted to the Employee for a reasonable cause, without prejudice to the Employee's seniority or other rights. Application for leave of absence must be made in writing to a representative of the Company designated by it for such purpose. If approved in writing by such Company representative, a copy thereof will be given to the Job Steward for the Union. Generally, such leave of absence will be for a period of not more than thirty (30) days, but may be extended for reasonable cause by mutual agreement between the Company and the Union. Any Employee elected or appointed as a Union Officer, or as a Delegate to any labour activity, necessitating a leave of absence, shall be granted such leave, without pay, for a period of a single term of office or three (3) years, whichever is lesser, subject to a renewal at the end of such period at the option of the Company. The Employees granted "leave of absence" shall be re-employed by the Company at the end of such leave if work is available in accordance with such the Employee's seniority status. Any Employee, who while on leave of absence, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union, shall be subject to discharge. The Job Steward shall receive a copy of the permission for the leave of absence within one (1) workday of it being issued to the Employee. The Job Steward shall have his/her copy before the leave of absence becomes effective.
- (b) All negotiations for a new agreement or amendments to this Agreement shall be conducted during regular working hours and the Company agrees that subject to a maximum of three (3) Employees, no Employee member of the Union's Negotiations Committee will lose pay as a result of such negotiations.
- (c) In the event of a death in the Employee's immediate family, the Company shall grant three (3) days leave of absence with pay for purpose of attending, or attending to the arrangements for the funeral. The Company may, if it deems necessary, require proof of such attendance. For the purpose of this subsection, the immediate family shall be defined as the mother, father, spouse, common-law spouse, mother, father or child of the common-law spouse, child, brother, sister, father-in-law, mother-in-law, step children or step parents of the Employee.

ARTICLE 10 – GRIEVANCE PROCEDURE

All differences between the company and the Union concerning the interpretation, application, operation or an alleged violation of this Agreement shall be settled without the stoppage of work or lockout. 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 Employees shall within seven (7) calendar days to the act causing the grievance submit their grievance in writing to their immediate Supervisor with the assistance of the Job Steward or Union Representative as they see fit and the parties shall endeavour to settle the difference.
- (b) If the dispute is not settled within three (3) days (excluding Saturdays, Sundays, and general Holidays) after being referred under part (a), the complaint shall be referred to the Plant Superintendent or equivalent and the Business Representative of the Union and they shall endeavour to settle the difference.
- (c) If the difference is not settled within three (3) days (excluding Saturdays, Sundays, and general Holidays) after being referred under part (b), the complaint shall be referred to the Plant Manager and the Business Representative of the Union and they shall endeavour to settle the difference.
- (d) If the difference is not settled within seven (7) days (excluding Saturdays, Sundays, and general Holidays) after being referred under part (c), either party may refer the difference to a Board of Arbitration for settlement in the manner as provided for in the Labour Relations Act.
- (e) 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 grievance shall be deemed to automatically move to the next step.
- (f) If the parties fail to reach an agreement under the above step, either party may, by written notice to the other party stating the nature of the difference, require the establishment of a Grievance Board. Such written notice must be served within ten (10) days following the completion of the proceeding step.
- (g) Each party shall appoint one member as its Representative on the Grievance Board within seven (7) days of such notice. The two (2) members so appointed shall endeavour to select an independent Chairman.
- (h) If the two (2) members fail to select a Chairman within five (5) days after the day on which the last of the two (2) members are appointed, they shall request the Minister of the Department of Labour to select a Chairman.
- (i) The Grievance Board shall not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of the Agreement, or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- (j) The Grievance Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties such limitations of time may be extended.
- (k) Each party to the difference shall bear the expenses of its respective nominee to the Grievance Board and the two (2) parties shall bear equally the expenses of the Chairman.
- (l) A single Arbitrator may be used if mutually agreed upon by the parties and expenses incurred will be shared equally.

ARTICLE 11 – UNION RIGHTS

- (a) The Union may appoint or elect one (1) Steward as spokesman and they may have assistance where required. Each Steward at the time of their appointment shall be a qualified Tradesman in their classification.
- (b) Job Stewards shall be recognized and they shall not be discriminated against. The Business Representative is to have access in carrying out their regular duties after first notifying the Superintendent or person in charge of their presence. Nothing in the clause shall be interpreted to restrict the right of the Employer or their Representative.
- (c) The Union shall have the right to post notices at the designated places. All such notices must be signed by the proper Officer of the Local Union and submitted to the Management of the Company for their approval.
- (d) The Employer recognizes the Union as the exclusive bargaining agent for all the company Employees within the scope of this Agreement.
- (e) The Employer agrees to employ only members in good standing of the Local Union 2103 of the United Brotherhood of Carpenters and Joiners of America, as long as the Union can supply members in sufficient numbers to take care of the Employer's needs. If the Union cannot supply members, the Employer may obtain Carpenters elsewhere. Employees so employed shall, within fifteen (15) days after their commencement of work, apply to the Union for membership.
- (f) No member covered by the terms in this Agreement shall be refused work or membership by the Union on account of age, creed, gender, color, race or religious belief.
- (g) A Carpenter shall be a member of the Safety Committee and minutes will be kept and forwarded to the Union by the Company.

ARTICLE 12 – MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to select, hire, promote, transfer or discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities, including methods, processes and means of production or handling in accordance with the terms of this Agreement, except as expressly provided herein or by the statute, the Employer is deemed to have retained the traditional rights of management.

ARTICLE 13 – JURISDICTIONAL DISPUTE

Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union. All jurisdictional disputes arising between the parties to this Agreement with any of the affiliated trade organizations comprising the Building Trades of Alberta Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per ministerial order 35/95 dated the 18th day of October 1995. In any event, there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 14 – APPRENTICES

The employment of apprentices shall be in accordance with the regulations of the Alberta Apprenticeship and Industry Training.

ARTICLE 15 – ALBERTA REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS HEALTH AND WELLNESS PLAN

- (a) Effective May 2nd, 2010, the Employer shall contribute an amount of one dollar and sixty cents (\$1.60) per hour for every hour worked by all Employees covered by this Agreement to the Alberta Regional Council of Carpenters and Allied Workers Health and Wellness Plan in care of the Alberta Carpenters Joint Contribution and Dues Fund as set forth.
- (b) The Employer shall make payment to the Alberta Regional Council of Carpenters and Allied Workers Health and Wellness Plan in care of the Alberta Carpenters Joint Contribution and Dues Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

ARTICLE 16 – ALBERTA REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS PENSION PLAN

- (a) The Employer shall contribute an amount of three dollars and sixty-two cents (\$3.62) per hour for every hour earned by all Employees covered by this Agreement to the Alberta Regional Council of Carpenters and Allied Workers Health and Pension Plan in care of the Carpenters Joint Contribution Fund.
- (b) The Employer shall make payment to the Alberta Regional Council of Carpenters and Allied Workers Health and Pension Plan in care of the Alberta Carpenters Joint Contribution Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.
- (c) Effective as of the Date of ratification, March 14, 2014, the Employer shall contribute to the Alberta Regional Council of Carpenters and Allied Workers Health and Pension Plan in care of the Alberta Carpenters Joint Contribution Fund an amount of three dollars and sixty-two cents (\$3.62) per hour for every hour paid for each statutory holiday and the flex holiday that Employees are entitled to under this Agreement.

ARTICLE 17 – ALBERTA CARPENTERS TRAINING AND APPRENTICESHIP COMPETITION FUND

- (a) Effective May 2nd, 2010, the Employer shall contribute an amount of ten cents (10¢) per hour for every hour worked by all Employees covered by this Agreement to the Alberta Carpenters Training and Apprenticeship Competition Fund in care of the Carpenters Joint Contribution Fund.
- (b) The Employer shall make payment to the Alberta Carpenters Training and Apprenticeship Competition Fund in care of the Carpenters Joint Contribution Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

ARTICLE 18 – CARPENTERS DUES SUPPLEMENT FUND

The Employer will automatically deduct from the wages of each Employee covered by the terms of this Agreement a dues supplement for each and every hour worked at the rate specified by the Alberta Regional Council of Carpenters and Allied Workers. The above shall be forwarded to the Alberta Regional Council of Carpenters and Allied Workers in care of the Alberta Carpenters Joint Contribution Fund by the fifteenth (15th) of the month following that which payment covers.

ARTICLE 19 – NO STRIKES, NO LOCKOUTS

The Company and the Union agree that there shall be no strikes or lockouts during the terms of this Agreement.

ARTICLE 20 – SAVINGS CLAUSE

It is not the intent of either party hereto violate any laws or ruling of 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 provision 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 21 – GENERAL

A copy of this Agreement shall be deposited with Labour Relations Board of the province of Alberta and with Federal Industrial Relations Office within one (1) month of the date of signing.

ARTICLE 22 – LABOUR/MANAGEMENT COMMITTEE

- (a) The purpose of the Labour/Management Committee is to promote the cooperative resolution of work place issues, to respond and adapt to changes in the economy, to foster the development of work related skills, and to promote workplace productivity.
- (b) The Committee shall meet every three (3) months, starting in January, on the third Thursday of the month, at 2:30 p.m., at the plant.

NOTE: All changes to this Collective Agreement shall be retroactive to the day following the expiry of the Agreement.

Letter of Understanding #1

By and Between:

Armtec LP
("The Company")

And:

Alberta Regional Council of Carpenters and Allied Workers

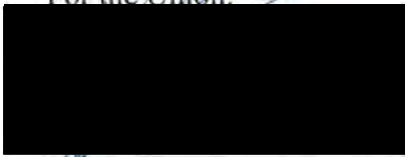
Local Union 2103
("The Union")

Re: Health & Welfare, Pension and Training Fund Contributions

During the term of this Agreement, any required increase in the contribution rate, from that indicated in Articles 15 Health & Welfare Fund, Article 16 Carpentry Workers Pension Plan of Alberta, or Article 17 Alberta Training and Apprenticeship Competition Fund, upon thirty (30) days notification to the Employer and upon such effective date, this required increase shall be deducted in a like amount from the employees hourly wage rate as defined in the collective agreement, and shall be remitted as an employer deduction, for those employees for whom the contributions are required. All notifications of contribution rate changes must be made in writing. Changes come into effect the month following ratification.

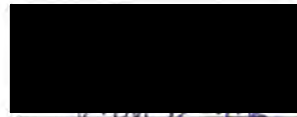
DATED AT THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA THIS 8 DAY
OF November 2017

For the Union:



Bruce Payne

For the Company:



Steve Bujna

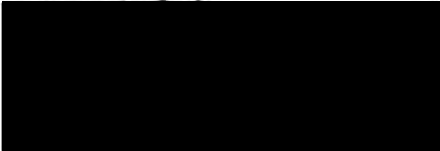
DATED AT THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA THIS 8 DAY OF November 2017.

FOR MANAGEMENT:

Armtec LP



Dave Schultz



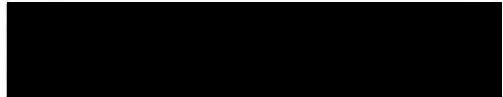
Kathryn Nyland



Steve Bujna

FOR THE UNION:

Regional Council of Carpenters
and Allied Workers Los 2103



Nathan Micku



Cyrus Dela Torre



Bruce Payne