

COLLECTIVE AGREEMENT

By and Between:

Cessco Fabrication and Engineering Limited

(Hereinafter referred to as the “Employer”)

And:

**United Brotherhood of Carpenters & Joiners of America,
Local 1999**

(Hereinafter referred to as the “Union”)

(Collectively, the “Parties”)

September 23, 2025 to September 22, 2027

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ARTICLE 1.00 – PURPOSE OF AGREEMENT

- 1.10 The purpose of this Agreement is to set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions affecting Employees and to provide for a means of settling disputes and grievances.
- 1.11 The purpose of this Agreement is also to foster and maintain a harmonious relationship between the Employer, the Union and the Employees.

ARTICLE 2.00 – DEFINITIONS AND ABBREVIATIONS

- 2.10 Appendix “A” sets out the definitions and abbreviations applicable to the Collective Agreement.

ARTICLE 3.00 – RECOGNITION

- 3.10 The Employer recognizes the Union as the sole bargaining agent for all employees described in Certification No. C2321-2024, as issued by the Alberta Labour Relations Board and all members of the bargaining unit working in classifications contained in Schedule A of the Agreement.
- 3.11 Should it become necessary during the duration of this agreement to introduce any new classification within the scope of this Agreement, the job classification and its associated hourly wage rate shall be discussed and agreed upon in writing prior to introduction. Should the parties fail to reach agreement, the matter shall be subject to the Grievance/Arbitration procedure in accordance with Article 10.00 herein.

ARTICLE 4.00 – MANAGEMENT RIGHTS

- 4.10 The Union recognizes and agrees that the Employer exclusively retains all rights, powers and authority not expressly limited by the terms of this Agreement, including, but not limited to the following:
- a) Maintaining order, discipline and efficiency and the right to discipline, suspend or discharge (terminate) Employees;
 - b) Making or altering from time to time, rules, regulations, policies and procedures to be observed by Employees;
 - c) Determining the location of operations and the expansion, curtailment or discontinuance of operations;
 - d) Scheduling operations, shift and rotations, including overtime and shift start and end times;
 - e) Determining job content, duties, quality and quantity standards;
 - f) Determining levels of training required and use of methods, technology, machinery and equipment;

- g) Determining the nature and type of services to be provided by the Employer together with the number of Employees required to perform those services;
- h) Organizing and re-organizing the work and duties of Employees;
- i) Creating new positions, classifications, status and work units with prior notification to the Union;
- j) Declaring positions, classifications, status or work units redundant upon prior notification to the Union;
- k) Directing, selecting, hiring, promoting and transferring Employees;
- l) Assigning Employees to positions and shifts, including rotating shifts;
- m) Determining an Employee's qualifications, skills, efficiency and fitness for duty;
- n) Managing performance and absenteeism;
- o) Investigating Employee misconduct, including searching the Employee's personal property at the Employer's premises, locker and equipment;
- p) Scheduling, demoting, classifying, laying off and recalling Employees; and
- q) Determining and exercising all other rights at common law that are not inconsistent with the terms of this Agreement.

ARTICLE 5.00 – EMPLOYMENT OF PART-TIME AND CASUAL EMPLOYEES

- 5.10 The Company retains the right to employ part-time and casual employees to address operational needs, including fluctuating workloads, temporary coverage requirements and seasonal or intermittent demand. The employment of such individuals shall not be used to displace regular full-time employees from their positions or schedules.
- 5.11 Definitions
- a. A part-time employee is one who is scheduled to work less than the standard full-time hours as defined in this Agreement, when work hours are averaged over a 30 day period. Part-time employees may work a consistent or variable schedule.
 - b. A casual employee is one who is employed on an as-needed basis. Casual employees are not guaranteed work or a work schedule. Casual employees have the right to decline an offer of work. Casual employees typically engaged to perform work on a temporary, sporadic or relief basis, including coverage for short-term absences or to meet temporary increases in operational demand. There is no guarantee of continued or regular employment.

5.12 Union Membership and Eligibility

- a. Part-time and casual employees shall be included in the bargaining unit and subject to the terms of this Agreement unless otherwise excluded by mutual agreement or by order of the Alberta Labour Relations Board.
- b. Part-time and casual employees shall be required to remit union dues in accordance with the provisions of this Agreement.

5.13 Seniority

- a. Part-time employees shall accumulate seniority on a pro-rated basis relative to full-time hours worked.
- b. Casual employees shall not accrue seniority unless they are subsequently appointed to a regular part-time or full-time position.
- c. Irrespective of seniority, Full-time employees shall be preferred over Part-time employees for the purposes of layoff, recall, promotion and permanent job postings, except as otherwise provided in this Agreement.
- d. In the event of termination of employment, Casual employees are entitled to exercise the grievance procedure up to step 3, which shall be the final decision respecting the grievance. Casual employees shall not be entitled to have such grievances resolved by arbitration.

ARTICLE 6.00 – UNION REPRESENTATION AND DUES

- 6.10 Union Representatives shall have access to the workplace after first notifying the Employer and permission of Management is granted.
- 6.11 The Union may appoint up to two Employees as shop stewards. The Union shall notify the Employer of the appointment of all Stewards. The Union acknowledges that a shop steward has regular duties to perform as an Employee and that a shop steward must not leave those regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances, without first obtaining the permission of Management.
- 6.12 The Employer shall deduct Union dues in such amounts as the Union directs and shall forward such deductions in the manner set forth in Article 31.00.
- 6.13 The Union may alter the deduction amount or implement any new employee deductions by providing the Employer with ninety (90) calendar days written notice prior to the effective date of any changes. All employee deductions shall be calculated based on hours worked.

ARTICLE 7.00 – COMMITMENT TO A RESPECTFUL WORKPLACE

- 7.10 The Employer and the Union are committed to creating an inclusive and respectful workplace free from harassment, bullying and discrimination.
- 7.11 Discrimination, bullying and harassment are prohibited in the workplace. Any alleged discrimination, harassment, sexual harassment or bullying shall be addressed in accordance with provisions in the Partner Guide, as amended by the Employer from time to time.

ARTICLE 8.00 – LABOUR AND MANAGEMENT RELATIONS

- 8.10 The parties included in this agreement will form a Labour Management Relations Committee of the two (2) members appointed by the Employer and of two (2) members appointed by the Union.
- 8.12 The first meeting shall be held as soon as practicable after the ratification of the Collective Agreement and the appointment of the Union Representatives. Meetings will continue for the life of this Agreement, after the initial meeting on a not more frequent basis than once every 2 months, unless for an urgent matter. Either party may submit issues for discussion one week prior to the meeting.
- 8.13 The committee will be responsible to record minutes of meeting: minutes shall be approved by both the Union and the Employer.

ARTICLE 9.00 – DISCIPLINE AND DISCHARGE (TERMINATION)

- 9.10 Discharge (termination) may be with just cause (disciplinary) or without just cause (non-disciplinary)
- a. Discharge (termination) without just cause will be with termination notice, pay in lieu of notice or a combination thereof.
 - b. Where employment is terminated without just cause, the Employee will be provided the minimum termination notice, pay in lieu of notice, or combination thereof required by the *Employment Standards Code* and the provision of the minimum termination notice, pay in lieu of notice, or combination thereof required by the *Employment Standards Code* constitutes full and final satisfaction of all rights or entitlements which the Employee may have arising from the termination of employment without just cause, discharge (termination) may be subject to grievance, but cannot proceed to arbitration unless the Union can establish that the termination was for a discriminatory reason or constituted bad faith, arbitrary, or unfair treatment contrary to applicable law.
- 9.11 Discipline will be for just cause.

- 9.12 Without limiting the generality of the foregoing, just cause may include:
- a) Willful wrongdoing;
 - b) Insubordination or insolence;
 - c) Deliberate neglect of duty;
 - d) Failure or refusal to abide by the requirements of the Employer's rules, regulations, policies, practices, and/or procedures (including health and safety procedures);
 - e) Culpable absenteeism;
 - f) Harassment or violence in the workplace; and/or,
 - g) Theft, dishonesty, or breach of trust.
- 9.13 Discipline may include warning, suspensions (paid or unpaid), demotions or other consequences reasonably determined by the Employer.
- 9.14 The Employer recognizes the corrective value in progressive discipline. However, nothing prevents the Employer from pursuing the Employee's immediate suspension or immediate discharge (termination) for just cause for a first instance of misconduct.
- 9.15 Discharge (termination) with just cause will be without termination notice, pay in lieu of notice or combination thereof.
- 9.16 An Employee will be deemed to have voluntarily resigned if the Employee does not show up for the Employee's shift without the approval of the Employer for three (3) consecutive shifts, except as is prohibited by law, or in extenuating circumstances as determined by the Employer acting reasonably.
- 9.17 An Employee will be advised of the right to have a Union Representative/Shop Steward present when discipline or discharge (termination) occurs.
- 9.18 Where a Union Representative/Shop Steward is not available (upon Employee request) or the Employee elects not to request a Union Representative/Shop Steward present, the absence of a Union Representative/Shop Steward does not limit the Employer's right to impose discipline or discharge (termination) and in and of itself cannot be used to request an arbitrator to amend or overturn any discipline or discharge (termination).
- 9.19 In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge, the grievance shall be filed at Step 1 of the grievance procedure.
- 9.20 In the event of a claim that an employee has been discharged unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.
- 9.21 Any discipline on an Employee's file shall be removed from their file, upon written request by the Union or Employee after twenty-four (24) months, provided that the Employee has not received any subsequent discipline.

- 9.22 In the event the Employer issues a written notice of reprimand or confirmation of notice of suspension or termination to an employee, a copy of such written notice shall be sent to the union within two (2) business days.

ARTICLE 10.00 – GRIEVANCES AND ARBITRATION

10.10 A grievance is defined as a written complaint regarding any difference concerning the interpretation, application, operation, or contravention/alleged contravention of this Agreement. Any grievance must be settled without stoppage of work or refusal to perform work in accordance with the procedures set out in this Article.

10.11 All time limits set out in this Article are mandatory. If a grieving Party does not issue the grievance/advance the grievance, as applicable, within the time limits specified, the grievance will be deemed to be abandoned and in-arbitrable, and all rights of recourse to the grievance procedure will be terminated.

However, the time limits in this Article may be extended upon agreement of the Parties. If the responding Party fails to comply with any of the time limits specified in this Article, the grievance will automatically move to the next step, unless the Parties have mutually agreed to time extensions.

10.12 Grievances will be handled in the following manner:

a) Step 1: Informal

An Employee with any grievance will first attempt to resolve it informally between the Employee and Management, with or without a Union Representative.

If a dispute involving the suspension or discharge (termination) of an Employee occurs, it will be submitted at Step 2 of this Article. If an Employer grievance, it will be submitted at Step 2 of this Article.

b) Step 2: Formal

Failing to resolve the grievance through Step 1, the grieving party, whether the Union or the Employer, must submit the grievance in writing within ten (10) working days following the date of being aware of the incident or matter, or ought to have been aware of the incident or matter, to Management or a Union Representative (as the case may be) specifying the nature of the grievance, the provision(s) of this Agreement upon which the grievance is based, and the proposed resolution.

Upon receipt of the written grievance, the Parties (and any affected Employee) will meet to discuss the grievance within 15 working days of that meeting. If the matter is not settled to the satisfaction of the grieving Party by the time required for the grievance response, then Step 3 may be invoked in writing a further 10 working days (commencing on the expiry of the 15 day response deadline).

c) Step 3: Formal

Failing to resolve the grievance through Step 2, the grieving Party will submit the grievance in writing to the General manager of the Employer or their designate or the Union Local Representative or designate (as the case may be). Upon receipt, the Parties (the General Manager and Union Local Representative, or their designate) and any affected Employee will meet to discuss the grievance within 10 working days, and the responding Party will respond in writing within 15 working days of that meeting.

If the matter is not settled to the satisfaction of the grieving Party by the time required for the grievance response, the Step 4 may be invoked in writing within a further 15 working days (commencing on the expiry of the 15 day response deadline).

Notwithstanding the foregoing, no Employee with less than 90 days service to the Employer shall be entitled to advance a grievance with respect to dismissal to Step 4. The decision of the Employer at Step 3 shall be final and binding.

d) Step 4: Arbitration

The Party referring the grievance to Arbitration must notify the other Party (General Manager or designate or the Union Local Representative or designate (as the case may be) in writing of its intention to do so and include the name of its proposed Arbitrator.

The Parties will attempt to agree upon a sole Arbitrator to hear the grievance. Should the Parties fail to agree upon an Arbitrator, either Party may ask Alberta Mediation Services to appoint an Arbitrator.

If the parties are in agreement, the dispute may be heard by a Board of Arbitration instead of a single Arbitrator. The Arbitration Board will consist of 3 Arbitrators, 1 appointed by each of the Parties who together will select the third, who will act as Chair. The grieving Party must appoint its nominee and notify the other Party of the appointment within 10 working days of giving the notice to submit the grievance to arbitration. In the event that the other Party does not appoint its nominee within 10 working days of receiving notice of the grieving Party's appointment, the grieving Party may request Alberta Mediation Services to appoint its nominee on behalf of the other Party. In the event the two (2) nominees appointed cannot, within 10 working days, select a third Arbitrator who is willing to serve as Chair, either Party may request Alberta Medication Services to appoint the third Arbitrator who will act as Chair.

Once appointed, the Arbitrator or Arbitration Board will proceed as soon as practicable to schedule the arbitration.

In the case of an Arbitration Board, the majority or unanimous decision of the Arbitration Board is binding on the Parties and any affected Employee. In the event that a majority decision is not reached by the Arbitration Board, the decision of the Chair will be deemed to be the decision of the Arbitration Board and is binding on the Parties and any affected Employee.

Fees and expenses of the single Arbitrator or Chair of the Arbitration Board will be shared equally by both Parties to the grievance. Each Party is responsible for the fees and expenses of its nominee to any Arbitration Board.

No matter may be submitted to Arbitration that has not been properly carried through the required steps of the Grievance Procedure.

Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Parties.

- 10.13 The single Arbitrator or Arbitration Board must not make any decision inconsistent with the provisions of this Agreement. The single Arbitrator or Arbitration Board cannot adjudicate any matter not specifically grieved in the grievance submitted.
- 10.14 At any time, the Parties may agree to resolve the grievance to non-binding mediation instead of or in addition to arbitration. Upon agreement by both Parties, the grievance may be referred to a mediator chosen by both Parties. The Parties will share equally in the fees and expenses of the mediator.

ARTICLE 11.00 – MODIFIED DUTIES AND INDEPENDENT MEDICAL EXAMINATIONS

- 11.10 When an Employee is unable to perform the duties of the Employee's position by reason of disability, the Employer will comply with the Alberta Human Rights Act as well as the current Alberta WCB policies and procedures.
- 11.11 If an employee is injured or becomes ill as a result of their employment, the employee is required to participate in a modified duties program. The employee must inform the attending physician that modified duties are available to ensure the functional abilities set out by the physician are compliant with the Employee's Modified Work duties.
- 11.12 The employer shall provide the physician with the modified duties available to the employee as outlined on a Modified Work Offer.
- 11.13 Notwithstanding the above, the employer may require an employee to attend an independent medical examination (IME) by a medical specialist chosen by the employer in the circumstances where an employee claims an inability to work for health-related reasons.
- 11.14 The employee is required to attend and participate in this specialist assessment to determine their ability to participate in the Employer's Modified Duties Program. The cost of the IME shall be borne by the Employer.
- 11.15 Employees required to work in a different classification due to their participation in the Employer's Modified Duties program shall be paid as per their pre-injury classification.

ARTICLE 12.00 – WORKING CONDITIONS

12.10 A change-room with adequate running water and maintained in a clean and hygienic manner shall be provided by the employer.

A Lunchroom facility, also maintained in a clean and hygienic manner shall be provided by the employer.

The location of these facilities will be at the discretion of the employer.

12.11 All work undertaken shall be carried out in accordance with the Cessco Health and Safety Policy Manual and in compliance with applicable Alberta Occupational Health and Safety regulations.

12.12 The Employer shall provide the following:

- Coveralls on an exchange basis, or an exchange service for coveralls on a weekly basis at no cost to the employees.
- Provide CSA approved gloves as specified in the Employers Health and Safety manual on an exchange basis.

12.13 The Employer where practicable shall provide plug-ins for all regular employees. Where not practicable to provide plug-ins, a boosting service shall be provided.

12.14 Tickets and Certifications:

The Employer will pay all costs associated with the testing, certification, and recertification of employees where such certifications are required as a condition of employment, including but not limited to weld testing and trade-related tickets. Employees shall be paid their regular base hourly wage for all time spent obtaining or renewing such certifications when scheduled or authorized by the Employer.

Where the Employer pays for the cost of obtaining or renewing a certification or ticket and the employee voluntarily terminates employment or is terminated for just cause prior to the completion of their probationary period, the Employer reserves the right to recover the cost of such certification or ticket from the employee.

ARTICLE 13.00 – WORKPLACE HEALTH AND SAFETY

13.10 The parties will comply with Alberta's Occupational Health and Safety legislation, including the Occupational Health and Safety Act, Regulation, and Code as amended from time to time.

All work shall be performed and equipment operated in accordance with this legislation and in compliance with Employer policies, standards and procedures.

13.11 The Employer must provide all required safety equipment at no cost, such as hearing protection, respirators, safety glasses, lenses, welding gloves, leather vests and coveralls.

13.12 Employees shall have the right to refuse unsafe work where they have a belief on reasonable grounds that there is an undue hazard at the work site, or that the work constitutes an undue hazard to the worker's health and safety or to the health and safety of another worker or person.

13.13 Injured or Sick Employees

- a) The Employer will provide transportation and or costs for any employee who is injured and requires transportation to seek medical attention and or their residence.
- b) Any employee involved in a workplace incident during the shift and is unable to continue to work shall be paid for the full shift.

13.14 Safety Footwear:

After one year of continuous employment by an employee, the employer shall reimburse employees a safety footwear allowance of two hundred and fifty dollars (\$250.00) upon proof of purchase of CSA approved footwear and then every two years thereafter.

13.15 Prescription Safety Eyewear:

After one year of continuous employment, the Employer shall reimburse employees who are required to wear prescription eyewear in the workplace up to a maximum of two hundred dollars (\$200.00) per calendar year, upon proof of purchase of CSA-approved prescription safety eyewear. Unused reimbursement amounts may be carried forward for up to one additional year, to a maximum of four hundred dollars (\$400.00) every two (2) years.

ARTICLE 14.00 – PROBATIONARY PERIOD

14.10 All new employees shall serve a probationary period of ninety (90) calendar days from the date of hire. This period will be used by the Employer to assess the employee's suitability for the ongoing employment based on qualifications, performance, conduct, and overall fitness for the position.

14.11 During the probationary period, the Employer may terminate the employment of a probationary employee if the employee's performance and/or behavior is deemed unsatisfactory, and no termination notice or pay in lieu of notice to the Employee will be owing provided that such termination is not for a reason that contravenes the Alberta Human Rights Act or any other applicable legislation.

- 14.12 Probationary Employees shall not have access to the grievance and arbitration procedure in respect of discipline or discharge unless the Union can establish that the termination was for a discriminatory reason or constituted bad faith, arbitrary, or unfair treatment contrary to applicable law.
- 14.13 No Employer contributions shall be required to the benefit plan or pension plan on behalf of a probationary employee during the initial ninety (90) calendar day period.
- 14.14 Upon successful completion of the probationary period, Employer contributions to the benefit plan and pension plan – as outlined in Articles 20.00 and 21.00 – shall be made retroactively to the employee's original date of hire.
- 14.15 The probationary period may be extended by mutual written agreement between the Union and the Employer for up to thirty (30) calendar days.
- 14.16 Employees who have successfully completed their probationary period and are recalled within two (2) years following a layoff shall not be required to serve a new probationary period.

ARTICLE 15.00 – PAYMENT OF EARNINGS

- 15.10 Employees will be paid according to the classifications and wage scale attached as Schedule "A" to this Agreement.
- 15.11 Employees will be paid pursuant to the Employer's payroll practices, as amended and/or revised from time to time and provided with pay statements in accordance with the Employer's Partner Guide, as amended from time to time.
- 15.12 Withheld from earnings will be all mandatory deductions, union dues (subject to the provision of Article 6.00 Union Representation and Dues), as well as an Employee's share of the premiums payable in accordance with the terms and conditions of any group benefit plans as amended from time to time (as and if applicable).
- 15.13 If an Employee has been incorrectly overpaid, the Union agrees the Employer is entitled to deduct the overpayment amount from the Employees earning without prior agreement within six (6) months of the overpayment being made and within five (5) business days' notice prior to the deduction. The Employer agrees that the Union (and any affected Employees) shall be entitled to dispute the amount of the deduction, or the existence of the overpayment, or both through the grievance procedure.
- 15.14 Nothing in this Agreement prevents the Employer from providing additional bonuses or additional wages or benefits to Employees, in the Employer's sole discretion.
- 15.15 The Employer shall pay all monies which are owing to an Employee at the time of layoff or termination of employment by the next scheduled payday.

ARTICLE 16.00 – HOURS OF WORK AND OVERTIME

16.10 Regular Work Week

- a) Day Shift – Employees shall be paid at their regular hourly base rate up to eight hours per day and forty hours per week. Hours of work will be 7:30 AM to 4:00 PM Monday through Friday.
- b) Afternoon Shift – Employees shall be paid at their regular hourly base rate up to ten hours per day and forty hours per week. Hours of work will be 4:00 PM to 2:30 AM Monday through Thursday.
- c) Shift Premium – Members of the bargaining unit shall receive a two dollars (\$2.00) per hour increase to their hourly base rate.

16.11 Standard Compressed Work Week

- a) Day Shift – Employees shall be paid at their regular hourly base rate up to 10 hours per day and forty hours per week. Hours of work will be 6:00 AM to 4:30 PM Monday through Thursday.
- b) Afternoon Shift – Employees shall be paid at their regular hourly base rate up to 10 hours per day and forty hours per week. Hours of work will be 4:30 PM to 3:00 AM Monday through Thursday.
- c) Shift Premium – Members of the bargaining unit shall receive two dollars (\$2.00) per hour increase to their hourly base rate.

16.12 All overtime hours worked must be authorized in advance by Management.

16.13 Authorized overtime hours worked will be compensated at an overtime rate of pay equal to one and one half (1 ½) times the Employee's regular hourly wage.

16.14 Unscheduled overtime shall be voluntary, and Employees shall not be discriminated against as a result of not being available to work unscheduled overtime.

- a) Employees shall receive a minimum of forty eight hours (48) of notice of scheduled Overtime.
- b) Employees may be excused from working scheduled overtime provided they notify the employer in advance and give a reasonable explanation for not being available for work.
- c) An Employee request to be excused from scheduled overtime shall not be unreasonably denied by the employer.
- d) Employees will not be discriminated against as a result of being excused.

16.15 In the event an Employee is absent from a regularly scheduled workday without prior approval, such employee will not be entitled to be paid overtime rates of pay until forty (40) hours at regular time have been completed during the work week.

16.16 Absent does not include pre-arranged time off, Vacation Days, Statutory/General Holidays or absent for a bona fide reason or emergency.

16.17 Rest Breaks:

Two paid rest breaks of fifteen minutes duration each shall be provided during any scheduled shift of eight to ten hours. A third paid rest break of fifteen minutes duration shall be provided when the shift is either scheduled or extended beyond ten hours.

16.18 Meal Breaks:

One unpaid meal break of thirty minutes shall be provided during any scheduled shift of eight to ten hours. A second unpaid meal break of thirty minutes duration shall be provided when the shift is either scheduled or extended beyond ten hours.

ARTICLE 17.00 – ANNUAL VACATION ENTITLEMENT

17.10 Employees shall earn annual vacation entitlement based on continuous years of service as follows:

- After one year of service – 80 Hours
- After five years of service – 120 Hours
- After ten years of service – 160 Hours

17.11 Employees must take their annual vacation entitlement within twelve (12) months after the calendar year of employment that entitled the Employee to the vacation entitlement.

Employees entitled to annual vacation shall be allowed to take it in periods of one week or more.

17.12 An Employees request for their choice of vacation periods will be presented in writing and shall not be unreasonably denied.

ARTICLE 18.00 – GENERAL HOLIDAYS

18.10 The following General Holidays shall be observed on the days they fall.

New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

18.11 In the event the Provincial Government declares a new Statutory Holiday, the parties shall meet prior to the Holiday coming into effect to determine which non-statutory holiday currently provided for in the Collective Agreement shall be displaced.

18.12 Depending on the Employees normal work schedule each employee shall receive 8 hours, or 10 hours pay at the regular hourly base rate on the next scheduled payday for each General Holiday.

18.13 To qualify for General Holidays, an Employee must have been employed for not less than thirty (30) calendar days and had worked the previous regular scheduled shift and their first regular scheduled shift after the General Holiday.

18.14 When a General Holiday falls on a normal day off (Friday, Saturday, or Sunday) the General Holiday shall be observed on the following Monday.

ARTICLE 19.00 – TIME AWAY FROM WORK (LEAVE OF ABSENCE)

19.10 Employees are entitled to all applicable leaves provided via Federal and/or Provincial legislation.

The Employer may also grant non-paid leave to accommodate:

- a. An Employee attending to Union business
- b. An Employee's cultural or religious obligations
- c. An Employee attending to legitimate time sensitive personal family matters

19.11 The length of the unpaid leave period shall be no greater than seven (7) calendar days unless otherwise mutually agreed between the Employer and the Employee in writing.

19.12 An Employee seeking leave must write a written request to the Employer detailing the nature and/or reasons for leave and the dates such leave will commence and conclude.

19.13 Notwithstanding the foregoing, the Union may submit a request on the Employee's behalf. the Employer shall not unreasonably deny an Employee's request providing the request has been made in a manner consistent with this Article.

ARTICLE 19.20 – BEREAVEMENT LEAVE

19.21 Employees having one or more years of service with the Employer, shall be entitled to the following paid bereavement leave:

- Up to three (3) days off with pay for the death of an immediate family member, defined as a spouse, common law spouse, child, sibling or parent.
- One (1) day off for the death of a Mother-in-law, Father-in-law, Sister-In-law, Brother-In-law and Grandparents.

ARTICLE 20.00 - BENEFITS

20.10 The Employer shall provide eligible Employees (in accordance with the terms of the group health and medical plans as amended from time to time by the Employer) access to group health and medical plans. Such plans and terms are not part of this Agreement.

20.11 The Employer shall pay 100% of the monthly premium costs for eligible Employees enrolled in the benefit plans. This cost -sharing arrangement shall not be reduced during the term of this Agreement.

20.12 For any full-time Employee hired after Sept 23, 2025, commencement of coverage will be after three (3) months of continuous employment.

20.13 Laid off Employees shall have their benefits last until the last day of the month in which layoff occurs.

- 20.14 The Employer reserves the right to select providers and to amend or replace benefit plans, provided that:
- a) Employees continue to have access to coverage that, in the aggregate, is reasonably comparable; and
 - b) The Employer provides the Union with 30 days' written notice prior to implementing any substantial change.
- 20.15 Disputes concerning the interpretation or application of this Article shall be subject to the grievance and arbitration procedures, but no grievance may challenge the design, scope or selection or benefit plans, provided the Employer maintains its contribution obligation.

ARTICLE 21.00 – PENSION CONTRIBUTIONS

- 21.10 The Employer shall contribute to the Company pension plan for all eligible Employees in accordance with the terms set out in Schedule B – Pension Contributions, which forms part of this Collective Agreement.
- 21.11 Contributions shall be remitted monthly, together with any required documentation, to the Plan.
- 21.12 The Employer agrees to comply with all reporting and administrative requirements as established by the Plan.

ARTICLE 22.00 – BULLETIN BOARD

- 22.10 A bulletin board for the benefit of the shop employees shall be provided in an accessible location for the posting of Union information and notices.

ARTICLE 23.00 – LAYOFF AND RECALL

- 23.10 Employees may be temporarily laid off for a period up to two (2) years.
- 23.11 In laying off Employees and in recalling Employees from layoff, the Employer will consider the present skill, ability and capability of the Employees to perform the available work. In the event that skill, ability, and capability are equal, then seniority shall be the determining factor.
- 23.12 Where a shift is cancelled or ends early for any reason whatsoever on a particular day for operational reasons it shall not be considered a lay-off unless so determined in the sole discretion of the Employer.
- 23.13 Recall from layoff will be attempted first by email and if an Employee does not respond within two (2) business days, the Employer will be advised in writing by registered mail to the last address they made known to the Employer in writing. Registered mail shall be deemed to have been delivered to the Employee within five (5) business days of the recall notice being mailed by the Employer to the Employee. It is the responsibility of the Employee to keep the Employer informed at all times of their current email and address.

- 23.14 All recall rights shall be forfeited, and the Employer shall not be obliged to recall an Employee:
- a) When the Employee resigns or retires;
 - b) When the Employee does not return to work on recall within three (3) work days of the stated reporting date;
 - c) Upon expiry of two (2) years following lay-off during which time the Employee has not been recalled to work; or
 - d) The Employer elects to provide the Employee with termination pay in lieu of recalling the Employee.
- 23.15 If an Employee has not been recalled within two (2) years from the date of lay-off, the Employee shall be entitled to termination pay in accordance with *Employment Standards Code*. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.

ARTICLE 24.00 – NO STRIKE OR LOCKOUT

- 24.10 During the term of the Agreement neither the Employer, nor any representative thereof, shall in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, or participate or engage in any lockout of the employees.
- 24.11 During the term of the Agreement neither the Union, nor any representative thereof, nor any Union member(s) nor any Employee(s), shall in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, participate or engage in any strike.
- 24.12 The Union agrees that it will not cause, authorize, sanction, or permit Employees to cause a strike or engage in any strike action, work slowdown, or stoppage of work while this Agreement is in force.
- Any Employee who participates in any illegal strike action, illegal picketing, work slowdown, or work stoppage may be subject to discipline and/or discharge (termination).

ARTICLE 25.00 - GENERAL

- 25.10 This Agreement is governed by the laws of Alberta
- 25.11 In the event that any articles or portions of this Agreement are determined to be invalid or unenforceable by a body with competent jurisdiction, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid or otherwise unenforceable and the remainder of this Agreement continues in full force and effect.
- 25.12 This Agreement is the entire agreement between the Parties with respect to its subject matter. However, this Agreement may be amended at any time by written agreement of the Parties.

- 25.13 It is understood that events which result from an Act of Nature, Pandemic, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice scheduling and other similarly impacted items in the Agreement may not apply.

ARTICLE 26.00 - TERM

- 26.10 This Agreement shall be in full force and effect from September 23, 2025 through to and including September 22, 2027 and continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement, to give written notice to commence collective bargaining, to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the date of expiry of this Agreement.

Should such notice not be given pursuant to this Article then the Agreement shall remain in full force and effect yearly thereafter.

- 26.11 When written notice to commence collective bargaining has been given by either party, this Agreement shall continue in full force and effect during negotiations until such time as there is a mutual agreement of the parties.

This Agreement shall terminate upon the commencement of a legal strike by the Union or the commencement of a legal lock out by the Employer.

ARTICLE 27.00 - HIRING

- 27.10 There shall be no restriction on the Employers' right to hire. The union may assist with Employer on recruiting and supplying qualified workers. The Employer shall retain the right to refuse employment to an individual if the Employer does not believe the individual is qualified for the available work.

- 27.11 The Employer shall notify the Union of all new Employees hired within seven (7) calendar days, such individuals shall make application to become a Union member upon successful completion of their probationary period, and the Union shall accept the employee into membership. All terms and conditions of this Agreement shall apply from date of hire unless otherwise specified.

- 27.12 In the event an employee ceases to maintain their membership in the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.

ARTICLE 28.00 - EMPLOYER POLICIES

- 28.10 Employer Policies apply to all bargaining unit employees except where the policy conflicts with the provisions of the Collective Agreement.

- 28.11 The Employer shall supply the Union with a copy of the Employers policies and shall advise the Union of any changes or updates to such policies in a timely manner.

ARTICLE 29.00 – DIRECT SERVICE PROVIDERS (DSP)

- 29.10 Direct Service Providers (DSPs) are defined as workers engaged by the Employer who operate under their own CRA business number and who have secured independent WCB coverage for the work performed for the Employer.
- a) DSPs shall be members of the bargaining unit.
 - b) DSPs are covered by the terms and conditions of the Collective Agreement only to the extent of this article.
 - c) DSPs may, but are not required to, become Union members.
- 29.11 Direct Service Providers must provide the Employer with, and maintain, a valid CRA business number and proof of current WCB coverage. In the absence of a valid CRA business number or proof of valid WCB coverage (or both), the Employer shall be entitled to hold a DSP absent from work.
- 29.12 The Employer will forward DSPs' CRA Business Number and proof of Alberta Workers Compensation coverage to the Union within seven (7) working days of the ratification of this Agreement, as well as within seven (7) working days of the hiring of any new DSP.
- 29.13 Direct Service providers shall be paid a minimum base hourly wage rate for the classification as per Schedule A, in which they performed the work.
- 29.14 The Employer and each DSP shall agree upon a rate to cover CPP, EI, WCB and all other costs as agreed between the particular DSP and the Employer.
- 29.15 The Employer shall remit directly to the Union, Union dues/permit fees on behalf of each DSP as prescribed by the Union.
- 29.16 The Employer shall have the right to determine the layoff, and refrain from laying off, any DSP following consultation with the Union. Notwithstanding the foregoing, where the Employer determines that the skill, ability, and capability of a DSP and an Employee are equal for the work required, the Employee shall retain employment over the DSP.
- 29.17 The Employer shall have the right to discipline and to dismiss DSPs for just and sufficient cause. A DSP who conceals the fact that he/she lacks a valid CRA business number or valid WCB coverage is deemed to have engaged in misconduct warranting dismissal.
- 29.18 In the event any difference arises between a DSP and the Employer regarding the interpretation, application, operation or contravention or alleged contravention of this agreement, then the DSP will have access and recourse to the Grievance procedure with the exception of the arbitration provisions. The DSP shall not be entitled to have the difference resolved through arbitration and the decision of the Employer in the final step prior to arbitration shall be the final resolution of the difference.
- 29.19 A DSP may, on an individual basis, elect to transition to direct employee status by providing the Employer and the Union with at least two (2) weeks' written notice. At the conclusion of

the notice period, the DSP relationship shall terminate, and the individual's employment as a bargaining unit employee shall commence effective the first day of the next full pay period, pursuant to the terms of the Collective Agreement.

- 29.20 Once a DSP elects to transition to employee status, that choice shall be irrevocable and remain in effect for the duration of their employment with the Employer.

ARTICLE 30.00 – FIRST AID ATTENDANT

- 30.10 A member of the bargaining unit who acts as a First Aid Attendant shall have their otherwise applicable regular hourly wage rate increased by one dollar (\$1.00) per hour.

ARTICLE 31.00 – EMPLOYER CONTRIBUTIONS

- 31.10 The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement on behalf of all members in the bargaining unit.

a) Contributions shall be made electronically by single payment made payable to the Union's designated Plan Administrator inclusive of all obligations arising from the hours up to the close of the Employers payroll ending closest to the last day of the proceeding calendar month.

b) Contributions shall be calculated based on hours worked and received not later than the 15th day of the following month for which such payments are payable.

c) The Employer shall submit a "Nil" report if the Employer had no employees during the period of which contributions would otherwise have been required.

Delinquent Contributions:

- 31.11 Employer contributions and/or Employee deductions not remitted in the manner set forth above, shall be subject to the Grievance procedure.

32.00 - ARTICLE - SENIORITY

- 32.10 Seniority shall mean an Employee's total length of service with the Employer, including service rendered prior to date of ratification of the Collective Agreement.

a) Except as provided elsewhere in this Agreement, an Employee's seniority date shall be their most recent date of hire.

b) Seniority shall not accrue during an Employee's probationary period. Upon successful completion of the probation period, the Employee's seniority shall be backdated to their date of hire.

Loss of Seniority:

- 32.11 Employees shall lose their seniority:
- Upon resignation or termination for reasonable cause.
 - Having been laid off for a period of twenty-four (24) months without being recalled.

- Fails to report for work within three (3) working days after being recalled by the Employer.
- Is absent without leave for more than three (3) consecutive days without notifying the Employer.
- Fails to report for work upon the expiration of an authorized leave of absence, vacation, or completion of technical training.

SIGNATURE OF PARTIES

Dated this 21 day of Oct, 2025
Signed on behalf of:
Cessco Fabrication &
Engineering Limited



Dated this 21st day of Oct, 2025
Signed on behalf of:
United Brotherhood of Carpenters
And Joiners of America – Local 1999



**SCHEDULE A - Work Classifications and Wages
COMPONENTS / PREPSHOP Hourly Wage**

Position	Level	At Ratification	
		Sept 23, 2025	Sept 23, 2026
Foreperson		\$51.50	\$52.53
Lead Hand		\$48.41	\$49.38
Plate Roll Operator	A	\$47.38	\$48.33
Plate Roll Operator	B	\$41.20	\$42.02
Machine Operator	A	\$39.14	\$39.92
Machine Operator	B	\$31.93	\$32.57
Table Operator	A	\$39.14	\$39.92
Table Operator	B	\$38.11	\$38.87
Burner		\$39.14	\$39.92
ASSEMBLY DEPARTMENT			
Foreperson		\$51.50	\$52.53
Welding Foreperson		\$49.44	\$50.43
Seam Welder	A	\$47.38	\$48.33
Seam Welder	B	\$45.32	\$46.23
Seam Welder	C	\$44.29	\$45.18
Seam JW/Sub Arc		\$41.20	\$42.02
Assembly Welder	A	\$47.38	\$48.33
Assembly Welder	B	\$45.32	\$46.23
Assembly Welder	C	\$44.29	\$45.18
Journeyman Welder	A	\$41.20	\$42.02
Journeyman Fitter	B	\$41.20	\$42.02
Vessel Layout Fitter	A	\$47.38	\$48.33
Vessel Layout Fitter	B	\$42.23	\$43.07
COMPLETIONS DEPARTMENT			
Completions Worker	A	\$31.93	\$32.57
Completions Worker	B	\$29.87	\$30.47
OPERATIONS			
Material Handler	A	\$24.72	\$25.21
Material Handler	B	\$20.60	\$21.01
Maintenance	A	\$36.05	\$36.77
Maintenance	B	\$27.81	\$28.37
Beginner		\$20.60	\$21.01
Student Labour		\$17.51	\$17.86
APPRENTICES			
First Year (60%)		\$24.72	\$25.21
Second Year (75%)		\$30.90	\$31.52
Third Year (90%)		\$37.08	\$37.82

SCHEDULE B – PENSION CONTRIBUTIONS

1. Contribution Rates

- Employer contributions: 4% of base hourly wage for regular time hours.
- Employee contributions: Optional

2. Eligibility

- Employees shall become eligible to participate after 3 months of continuous service.

3. Remittance

- Contributions shall be forwarded to the plan not later than the 15th day of the month following the month in which the hours were worked.

4. Record-Keeping

- The Employer shall provide the Union, upon request, with records verifying contributions made on behalf of Employees.

APPENDIX A – DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

1. CSA

Canadian Standards Association

2. CRA

Canada Revenue Agency

3. DSP

Direct Service Providers

4. OH&S

Occupational Health & Safety

5. WCB

Worker's Compensation Board

6. IME

Independent Medical Examination

7. EMPLOYEE

Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.

8. EMPLOYER

Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

9. UNION REPRESENTATION

A shop steward elected or appointed, or such other person as may be designated by the Union.

10. UNION

Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union, UBCJA Local 1999.

11. JUST CAUSE

A standard for disciplinary action or discharge based on reasonable and substantiated grounds related to employee conduct, performance, or behavior, as described in Article.

12. BASE HOURLY RATE

The Employee's straight-time rate of pay for their classification, exclusive of premiums, overtime, or bonuses, as outlined in Schedule A.

16. SHIFT PREMIUM

An additional hourly rate paid to Employees working designated shifts (e.g., afternoon or night), as specified in Article 16.00

17. PARTNER GUIDE

The Employer's workplace guide that outlines policies, procedures, and standards applicable to Employees, as referenced in Articles 7.11 and 15.11.