

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BABCOCK & WILCOX CANADA LTD.**

**AND**

**UNITED STEEL, PAPER, AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICES  
WORKERS INTERNATIONAL UNION  
(United Steel Workers) Local 2859**

**Effective September 1, 2014**

**to**

**August 31, 2017**

**01620 (12)**

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**THIS AGREEMENT MADE THIS 9th  
DAY OF September, 2014.**

**BETWEEN:**

**Babcock & Wilcox Canada Ltd. - Cambridge, Ontario  
hereinafter referred to as the "Company",**

**and**

**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and Services  
Workers International Union Local 2859, hereinafter  
referred to as the "Union".**

**ARTICLE 1 - UNION RECOGNITION**

1.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of the Company at its Cambridge, Ontario plants, save and except Supervisor, persons above the rank of Supervisor, office employees, technical personnel, temporary engineering students, sales staff and persons covered by subsisting collective agreements.

1.02 (a) The use of the masculine gender herein means both men and women. The term "employee" as used in this agreement shall mean only those included in the bargaining unit as defined above.

(b) The term "technical personnel" in Article 1.01 of the Agreement will be used to identify persons skilled

in the technique of a mechanical art and will include graduates of Institutes of Technology or persons with equivalent education or specialized training.

1.03 Supervisor and other salaried personnel of the Company will not perform duties normally carried out by employees covered by the Agreement, except:

(i) for training periods;

(ii) for experimental procedures;

(iii) when analyzing, instructing and demonstrating;

(iv) in case of emergency to avoid damage to equipment, property, or injury to themselves or others.

(v) after all other reasonable avenues (i.e. overtime, temporary transfers, etc.) have been exhausted for continuity of production work normally performed by bargaining unit employees requiring outside certification; however, a union member will be present. All other jobs will be by mutual agreement between the Company and the Union.

1.04 When an employee is having their orientation with Industrial Relations the Company will give the new employee a copy of the Collective Agreement and the letter provided by the Union and any changes to this letter as mutually agreed to.

1.05 The United Steelworkers and Babcock & Wilcox Canada will provide a harassment free work environment.

1.06 The Company shall provide an office for the Union's use.

1.07 The local Union President or his designate, as set out in article 8.20, shall oversee all Local Union Committees as agreed to in the C.B.A. and may attend all such committee meetings by prior arrangement.

1.08 Non-monetary items, events and programs of Christmas turkeys, uniforms, summer picnic, hot food service, health centre, children's Christmas party, QCC dinner, retiree dinner and education refund may be canceled and/or postponed at any time by the company.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 It is recognized that management of Company operations and direction of employees are fixed exclusively in the Company which maintains all rights and responsibilities of management not specifically modified by this Agreement and the Union further acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, lay-off, classify, direct, transfer, promote, demote, discharge and suspend with just cause or otherwise discipline employees, subject to the right of an employee to lodge a grievance as herein provided.

(c) Generally to manage the enterprise in which the Company is engaged, and to determine the work to be done, methods, schedules of production, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be incorporated in the products produced.

(d) Make and alter from time to time and enforce rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with any of the provisions of this Agreement.

### **ARTICLE 3 - UNION SECURITY AND DUES**

3.01 It is agreed that any employee hired after the signing of this Agreement shall become a member of the Union and will sign a Union membership form at the time of hiring.

3.02 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee shall complete the bottom section of the United Steelworkers membership and dues authorization form.

3.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event



no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O., Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1, in such form as shall be directed by the Union to the Company, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to United Steelworkers, 2445 Eagle Street North, Cambridge, Ontario, N3H 4R7.

3.04 The remittance and the R-115 Form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
- b) A list of the names of all employees from whom no deductions have been made and reasons.
- c) The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- d) The Union shall save the Company harmless from any claims, suits, judgements, attachments and from any form of liability as a result of such deductions in accordance with the forgoing authorizations.

3.05 Copies of all termination notices shall be issued to the Union at the time of the employee's termination. The union will be notified in writing in the event an employee is approved for a leave of absence greater than 2 weeks.

3.06 The Company shall notify the Union within three working days of hiring a new employee. Such notifications shall state the employee's name, employee number, starting date, seniority date, classification, job class and rate.

3.07 The Company shall provide the Union with two (2) electronic versions of this agreement. The versions will be provided in WORD and PDF formats. The PDF file will be a searchable file and will include a completed signature page.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

4.01 (a) I) If any employee has a complaint, the employee, and a Union Steward if requested, shall discuss the matter with his Supervisor within five working days of the occurrence of the incident complained of being known or should have been known, to allow the opportunity of adjusting the complaint prior to it becoming a grievance. The Supervisor shall give his decision verbally within one working day of receipt of the complaint, or a time mutually agreed upon.

II) If the employee believes the issue has not

been resolved after the verbal discussion with the Supervisor, a Union Steward shall discuss the matter with the Focused Shop Manager within two (2) working days of the Supervisor's verbal response. The Focused Shop Manger shall give his decision verbally within one (1) working day of the initiation of this discussion, or at a mutually agreed upon time.

(b) Any difference between the Company and an employee as to the meaning, application or interpretation of the provisions of this Agreement or any matter involving hours, wages or working conditions covered by this Agreement may constitute a matter for a grievance.

4.02 The Parties agree that meetings to discuss written grievances will be held weekly between 6:00 A.M. and 5:00 P.M. as required, Thursdays, commencing on September 5, 2002. The Parties will confirm the grievances on the meeting agenda and times 48 hours prior to the meeting start time. In the event that there are no grievances to be heard the meeting will be cancelled.

#### 4.03 Step One

If after the verbal discussions of the complaint per article 4.01 the Union Grievance Committee believes the grievor has a justifiable grievance under the terms of clause 4.01 b), a written statement of grievance shall be submitted within five working days of the

Supervisor's decision. Such written grievance shall state the Articles allegedly violated and the remedy sought. The meeting to discuss the grievance may be attended by the department Supervisor, Focused Shop Manager, Labour Relations representative, and will be attended by the Employee, Steward, Chairman of the Grievance Committee or his designate. A written reply shall be given prior to the next meeting or at a time mutually agreed upon.

#### 4.04 Step Two:

If no settlement is reached in Step One, the Union Grievance Committee may then refer the grievance to Step Two. The Step Two meeting will be attended by the Union Grievance Committee, the International Representative (if available) and management representatives. If settlement of the grievance is not made within five working days of said meeting or such longer period as may be mutually agreed, the matter may then be referred to Arbitration.

4.05 If no written request for arbitration is submitted by either party within 20 working days after the conclusion of Step Two, or a mutually agreed upon time, the grievance will be mutually discussed by the Company and the Union. If no mutual resolution is reached the grievance will be automatically referred to arbitration as a joint request for arbitration by both parties.

4.06 Any difference arising directly between the Company and the Union may be submitted under the Grievance Procedure, in writing, by either party, commencing with Step Two. Such a grievance must be submitted within five working days after the circumstances giving rise to the grievance became known or should have become known.

4.07 Saturdays, Sundays and Statutory Holidays will not be counted as working days, in determining the time in which any action is to be taken or completed under the grievance or arbitration procedure. All mutually agreed extensions to timelines will be confirmed in writing.



## **ARTICLE 5 - ARBITRATION**

5.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

5.02 The arbitration procedure shall be based on the use of a single arbitrator, selected on a rotating basis from a panel of four (4) arbitrators. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

5.03 In selecting the panel of four (4) arbitrators, each party shall submit to the other party, a list of six (6) nominees. Each party to this agreement shall select two (2) of the nominees from the list submitted by the other party. The nominees so selected shall then constitute the panel of four (4) arbitrators, the names to be listed in alphabetical order.

5.04 Should any of the arbitrators constituting the above mentioned panel of arbitrators withdraw or resign from the panel, then the party who nominated

the arbitrator who has withdrawn or resigned, shall forthwith submit to the other party to this agreement, a list of four (4) nominees from which shall be selected one nominee to replace the arbitrator who has withdrawn or resigned.

5.05 The arbitrators shall act singly, and in rotation with respect to each successive grievance, in chronological order, that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to them, they shall be passed over to the next in line.

5.06 The parties hereto shall share the costs/expenses of the arbitrator. The proceedings of the arbitrator shall be expedited by the parties hereto.

5.07 The arbitrator shall have no jurisdiction to alter, change or amend the terms of this agreement.

5.08 Employees shall not receive pay from the Company for the time spent away from their regular work in connection with arbitration procedures.

5.09 The above referred list of arbitrators is as follows:

Mr. I. Hunter

Mr. W. Kaplan

Ms. P. Knopf

Mr. O.B. Shime

## **ARTICLE 6 - SUSPENSION AND DISCHARGE CASES**

6.01 It is recognized and agreed that probationary employees may be terminated during their probationary period for failure to meet acceptable standards as determined by the Company. Performance standards shall be applied and administered in a manner that is not arbitrary or discriminatory.

6.02 In the event of employee being suspended, discharged or has a dispute with the interpretation or application of article 23, a grievance shall be deemed to be filed in a timely manner at Step Two, and will be discussed at the next scheduled grievance meeting.

6.03 Such special grievance may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee with or without full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of the Arbitrator, if the matter is referred to such arbitration.

6.04 The Company shall serve notice of discipline or notice of intent to discipline, including verbal, written, suspension and discharges, to employees and the Union President or his designate within five (5) working days of the alleged violation becoming known or should have become known to the Company. The Union President or his designate shall acknowledge receipt of the notice of discipline.



## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

The Parties agree that there will be no lockouts, strikes, slowdowns or other interference with work as long as this Agreement continues to operate.

In the interest of continued harmonious labour relations the Parties agree to hold labour Management meetings on a quarterly basis to discuss items of mutual concern. Such meetings will be held on the second Monday in the months of January, April, July and October. In the event of the Monday being a statutory holiday the meeting will be held on the following Tuesday. The Parties may mutually agree to reschedule the meetings.

Without limiting the generality of the above, the following items may be discussed at these meetings:

- Workload and Manpower Requirements
- Operational Concerns
- Business Outlook

It is further understood that upon the agreement of both Parties, additional meetings may be held if required. Prior to the date of the meeting, the Company and the Union will advise each other of desired topics for discussion.

## **ARTICLE 8 - SENIORITY**

8.01 Seniority provisions shall apply to all employees covered by this Agreement.

(a) Employees hired prior to October 2, 1987 shall have their seniority date determined from the ranking status on the seniority report dated 10/02/87.

(b) Employees hired on and after October 2, 1987 and having the same seniority date, shall have their seniority determined alphabetically by surname at the time of hire.

8.02 Seniority of each employee covered by this Agreement shall be established after a probation period of 120 days worked and shall count from the date of hiring. In the event a probationary employee is terminated, and in the event he is rehired within a period of one year from the date of such termination, his previous probationary service shall be credited to him.

8.03 An employee shall maintain and accumulate seniority under the following conditions as applicable:

(a) During an absence due to lay-off equal to length of service at time of lay-off, not to exceed a maximum of 36 months.

(b) During absence due to an employees' illness not to exceed twenty-four continuous months in the case of employees with twelve months or more seniority at the time of commencement of such illness. The Company reserves the right to require proof of illness.

(c) During absence due to an employee's illness not to exceed a period equal to the employee's seniority

at the commencement of such illness, in the case of employees with less than twelve months seniority. The Company reserves the right to require proof of illness.

(d) During leave of absence granted by the Company in writing.

(e) During the period of pregnancy / paternity leave.

8.04 An employee shall lose his seniority, his employment shall be terminated, and his name shall be removed from all seniority lists for any of the following reasons:

(a) If the employee voluntarily quits.

(b) If the employee is discharged for cause and is not reinstated in accordance with the provisions of this Agreement.

(c) If the employee is laid-off and fails to notify the Company of his intention to return to work within five working days after the Company has notified him to do so by registered mail to his last known address, or having done so, if he fails to return to work within ten working days from the date of mailing of such letter.

(d) If the employee has been on lay-off for a period equal to length of service at time of lay-off, not to exceed a maximum of 36 months.

(e) If an employee has been absent without leave for three consecutive working days unless a satisfactory reason is provided.

8.05 The Company shall supply the Union from time to time and as available, with a list of employees in order of seniority as of the date of the list. Such list shall be revised not less frequently than every four months. The seniority of an individual may be had on application by the employee or the Union to the Company.

8.06 An employee who has been transferred to a job outside the bargaining unit but with the Company, may be returned to the bargaining unit with his seniority at the time he left the bargaining unit, providing his return to the bargaining unit is within 90 days worked from the date he left the bargaining unit.

If such a transferred employee is outside the bargaining unit for a term exceeding 90 days worked from the date of his transfer, he may be returned to the bargaining unit with his seniority at the time he left the bargaining unit, except for the purposes of lay-off, recall after lay-off, promotion, demotion and shift assignment, his seniority shall be computed from the date of his last return to the bargaining unit.

8.07 Senior employees with more than one year's seniority shall be entitled to preference for shift assignment within their job classification in which they hold seniority. Such senior employees will be permitted to express their shift preference at the beginning January, May and September. At no time shall a Learner 1 or Learner 2 or Probationary employee be

displaced from their shift assignment as a result of shift preference. The Local Union president shall be assigned day shift unless otherwise mutually agreed by the Company and the Union. Newly hired employees shall not be displaced from their shift assignment as a result of shift preference for a maximum period of ninety (90) days worked. Upon completion of the ninety (90) days work period, employees will be placed on a shift which is consistent with their seniority. Any movement of shifts within the regularly scheduled shift change shall be by seniority unless mutually agreed to by the Company and the Union.

#### **LAY-OFF AND RECALL**

8.08 (a) The company will provide a lay-off list to the local union president upon the union's request, listing the classification, seniority date and recall preference of each laid-off employee..

(b) In all cases of lay-off for a period exceeding three working days in each three month period commencing with January first each year, employees with the least amount of seniority shall be the first laid-off, and employees with the greatest amount of seniority shall be the first recalled.

8.09 (a) In recognition of the responsibility of the Company management for the efficient operation of the plant, it is understood and agreed that in all cases of lay-off and recall, the employee, who has

received notice of lay-off, will be entitled to displace an employee with less seniority as per the provisions of the Job Classification MOA Appendix G.

Employees will be entitled to one right of displacement for each notice of lay-off and/or recall.

The employee must demonstrate his ability to perform the job within his lay-off notice period or he will revert to lay-off with no further right of displacement.

(b) Any employee who has been recalled to a job that is not his initial job will be given the opportunity to accept recall to a higher paying job which he is qualified to perform, provided that the higher paying job becomes available within (10) days of the original recall.

8.10 The Parties agree to the following layoff/recall procedure:

(a) Labour Relations will contact employees impacted by the layoff to arrange a time to discuss layoff options.

(b) Within two (2) days of the employee exercising his right of displacement, the Company will either grant the bump or place the employee in the job for the purpose of establishing his ability to perform the job.

(c) The Employee shall be given up to the length of his layoff notice period (in accordance with the Employment Standards Act) to demonstrate his ability to perform the job. The length of the notice period for displaced (bumped) employees shall be in accordance

with the displaced employee's entitlement under the Employment Standards Act. The start date for all notice periods shall start on the posting date of the lay-off notice. The Company agrees to continue the past practice regarding all lay-off notices.

(d) Employees who have been placed in a job will be given the following Orientation:

- i) Safety
- ii) Materials
- iii) Equipment
- iv) Job routine(s)
- v) Job requirements

(e) After discussions concerning the job content with the Supervisor, the employee shall be entitled to one further displacement interview. However, in such cases the notice period as outlined above is not modified.

8.11 It is agreed that it is the responsibility of the laid-off employee to keep the Company Human Resources Department informed of his current address and telephone number.

8.12 The Company shall give at least five days advance notice to the Union and to the employee affected regarding lay-off, except in circumstances beyond the Company's control at the time of layoff.

8.13 Employees who have been laid-off shall be entitled to preference for recall to job classifications other than that from which the employee was initially laid-off, in

accordance with the principles set out in 8.09.

8.14 If any employee is recalled to a job classification other than that from which the employee was initially laid-off, he will maintain recall rights to that initial job classification, but will have no other recall rights, except as provided in Article 8.09(b).

8.15 An employee's refusal for recall to jobs other than that from which he was initially laid-off, shall not affect his rights to recall to the job classification from which he was initially laid-off. Each employee will have two (2) recall opportunities for recall to jobs other than their initial job and once these two recalls have been refused, he will lose recall rights to other jobs.

If a recalled employee is unable to perform the required work of a job class other than that from which he was initially laid-off, he reverts to lay-off.

8.16 In case of lay-off in any classification where a learner is employed, the Company may retain up to one learner for every ten qualified employees in that classification. Employees retained under this program will be the ones with the most hours in that specific learner program. If two or more learners have the same hours then the learner with the more plant seniority shall be retained. Recall of learners will be in order of plant seniority.

## **JOB POSTING**

8.18 Senior employees shall, in all cases of job change,



be entitled to preference, providing they have the qualifications, ability, skill and physical fitness to perform the required work satisfactorily.

8.19 (a) The Company shall post notices of regular job vacancies (save and except lead hands) including apprenticeship opportunities on the plant notice boards for a period of three (3) consecutive working days. The posting will include the number of job vacancies. The Company will also post a notice indicating the successful applicant(s).

(b) Application for a posted job shall be made to the Company on the application form provided for that purpose. On receipt of the application the Company will send an acknowledgement to the employee. When an employee has secured a position other than a Pool Job, through the job posting system, or as a new hire, he will be restricted as of the date he secures the new position from any further permanent job changes for a period of up to 12 months, plus learner periods.

(c) In the event there are no qualified applicants for a posted job or qualified employees on lay-off, the Company shall then have the right to hire qualified personnel, however, if qualified personnel are not available by means of hiring and it is decided to assign a learner to the job which is to be filled, such learner job shall be filled from senior employees who either apply to the job posting or are on lay-off. If there are no such employees on lay-off or applications for the

learner job, it may be filled by the hiring procedure.

### **8.20 - Super-Seniority**

(a) The Local Union President or his designate shall not be subject to the lay-off procedure. He shall maintain his right as the local Union President.

In the event that the Local Union Vice President loses his displacement right solely due to lack of seniority, he shall replace the lowest senior employee whose job he can perform. Save and except that if the layoff results in the bargaining unit falling below 200 employees, only the Local Union Vice President shall lose such protected status.

(b) The position of the Union President shall be a full time position. The Union President shall be free to work solely on Union activities directly related to the Company and/or the Union Membership for forty (40) hours per week. The Local Union President shall be paid by the Company save and except for time spent away from the Company premises. In the event the local Union president is unable to perform his duties due to an extended absence, the local Vice-President will be recognized as President.

When the Union President's position is full time it is expected the President will hold one of the positions on each committee outlined in this agreement except for the Joint Health and Safety Committee.

The wages paid shall be no more than forty (40) hours

per week at his current job classification rate. The Maximum wages paid to the Local Union President will be 2080 hours per year including Holiday pay, but excluding Vacation pay.

(c) For the purpose of overtime distribution the Local Union President or designate will be entitled to overtime within his current classification and within the department from which he was in, prior to becoming president as per the C.B.A. When the term of the Union President is ended he will be reinstated to his current position or if due to lack of work his position were no longer available he would follow his seniority rights as per C.B.A.

#### 8.21 - Lead Hands

Lead Hands will receive a premium of 8% of their classification rate of pay while they are responsible for:

- (a) leading and directing a group of employees; or
- (b) acting on behalf of supervision in assigning work, accumulating records and/or accounting for the activities of a shift; or
- (c) overseeing a small area of responsibility with respect to a specific product line.
- (d) Lead Hands will not exercise any direction in activities such as hiring, promotion, demotion, discipline, suspension or discharge.

The Company shall have the right to appoint and/

or remove lead hands as required within the areas defined above.

For the purposes of layoff and shift preference, lead hands shall have seniority only within their classification.

For the purpose of overtime distribution, lead hands shall be entitled to overtime within their classification.

(e) Employees shall be paid a trainer premium 4% of their classification rate of pay while training Apprentices, learners or training other employees on the operation of new equipment or processes. Minimum hours of pay shall be ten (10) hours per shift. Training of employees is included in the Lead Hand duties; therefore Lead Hands will not receive the Trainer Premium in addition to the Lead Hand rate.

## **ARTICLE 9 - BEREAVEMENT PAY**

9.01 If an employee with seniority has a bereavement in his immediate family, (mother, father, spouse, child, brother, sister, mother-in-law, daughter-in-law, son-in-law, step-daughter, step-son, sister-in-law, brother-in-law, step-sister, step-brother, father-in-law, grandchild, step-father or stepmother) he shall be given leave of absence as follows:

Three consecutive work days, one of which must be the day of the funeral. Employees on 4 x 10 shifts 41 and 42 will be entitled to the following bereavement leave when a funereal is held on one of the weekend days

(Friday, Saturday, Sunday) they may use Wednesday & Thursday or Thursday & Monday or Monday & Tuesday.

In the case of a bereavement caused by the death of a grandparent of the employee or of the employee's spouse, the employee shall be given one day leave of absence on the day of the funeral. If any of these days fall on a day which he would normally be required to work, he shall be paid for same.

9.02 In order to qualify for bereavement pay, it shall be the employee's responsibility to notify the Human Resources Department as soon as possible following such bereavement.

9.03 (a) Employees on compassionate leave will be entitled to bereavement leave and bereavement pay in the event a member of his/her immediate family dies during the compassionate leave.

(b) Employees who request vacation for the purpose of visiting a dying member of his/her immediate family will be entitled to bereavement provided such member of his/her family dies during this vacation.

(c) It is understood that the Company will not make double payment to any employee in the event that an employee qualifies for bereavement or vacation pursuant to paragraph 2, he/she will be entitled to bereavement or vacation, but not both for the same period. In the event that the employee takes bereavement, he/she would be entitled to take his/her

remaining vacation with pay at a mutually agreeable time.

## **ARTICLE 10 - JURY DUTY AND CROWN WITNESS**

10.01 The Company shall pay an active employee with seniority who is required for jury service or who is subpoenaed as a crown witness, for each day of such service, the difference between his straight time hourly rate for the number of hours he normally works on his regular shift and the payment he received for such service. The employee will notify the Company as soon as possible after being advised of the call for jury service or receipt of the subpoena as a crown witness. On receipt of Proof of Attendance as a Juror or Crown Witness, the Company will reimburse the employee for his regular day's pay less the current applicable amount of the Juror's or Crown Witness fee.

## **ARTICLE 11 - LEAVE OF ABSENCE**

11.01 Leave of absence may be granted by the Company for reasons involving exceptional circumstances.

Any application for leave of absence must be approved by the Company prior to any employee absenting himself, and shall not interfere with economical operation. Union conventions or conferences shall be considered proper reasons for application for leave of absence. It is mutually agreed between the parties that all leave of absence must be used for the purpose for

which they are granted.

11.02 The Company shall grant to not more than two employees at any one time leave of absence not exceeding two years, to work in an official capacity for the local or international union providing the employee requests the same in writing and bearing approval of the Union. Such employees will not have entry to Company buildings or property during term of such leave of absence except on express written permission of Company Management.

11.03 The Company agrees to pay union members who are on leave of absence for Union Business and bill the Union monthly.

## **ARTICLE 12 - SAFETY AND HEALTH**

12.01 (a) Both parties hereto will co-operate to the fullest possible extent toward the prevention of accidents and the promotion of safety and health of the employees of the Company. It being agreed that it shall be the duty of the employees and the Company to make use of all protective devices and equipment made available, and as instructed by the Company.

(b) The Company agrees during the term of the Agreement to contribute an amount equal to \$140.00 per year effective September 1, 2008 towards the purchase of safety shoes to each employee who has completed his probationary period. Such payment is to be made upon receipt of an original proof of purchase.

In the case of probationary employees such payment shall be made upon successful completion of the probationary period.

(c) The Company agrees, during the term of the Agreement, to replace at no cost to the employee, prescription lenses which have been abnormally pitted at work. The Company shall be the judge of whether or not the pitting is sufficiently serious to justify replacement. Such replacement of abnormally pitted lenses shall be made by an Optometrist or Optician designated by the Company.

12.02 Both parties also agree that all employees injured by accident arising out of and in the course of employment shall report such injury, no matter how minor, to their Supervisor and at the First Aid room as quickly thereafter as possible. The employee's accident record will not be used against him without just cause.

12.03 (a) If an employee is injured at work and is sent home by a Company representative, or by a doctor, he shall be paid up to the end of the full shift in which he was sent home.

(b) The Company shall include a copy of the letter provided by the W.S.I.B. Committee and approved by the Company to all injured employees seeking medical assistance. Any changes to this letter as mutually agreed to.

12.04 Health and Safety Committee will be formed



consisting of a maximum of four (4) employee and four (4) Company representatives. Employee representatives will be chosen by the Union. The Committee shall make inspections of the Plant(s) and equipment and will meet monthly for a mutually acceptable length of time. The Committee's function will be to promote health and safety in the Plant, equipment and employees' attitude.

The Company shall provide Occupational Health & Safety training to certify all committee members. Training for new member(s) will be provided once a year or at a mutually agreeable date. The committee members shall be paid by the Company at their regular hourly rate, plus any applicable premiums while attending training courses.

The Company agrees to provide office space for the Union Health & Safety Committee for storage of their records and to be used for health and safety matters.

12.05 (a) A Union Health & Safety Committee representative will be required to participate with Company personnel in investigations regarding medical aid, compensation cases near-miss incidents and accidents. The Chairman of the Union Health and Safety Committee shall be notified of such occurrences no later than one working day of such occurrences.

(b) A Union Certified Member of the JHSC will have the power to stop unsafe work jointly with a certified

Company representative. Work will resume concluding a joint investigation and deemed safe by the JHSC representatives. If no joint resolution is concluded by the certified Union and Company representatives a Ministry of Labour Inspector shall be called to resolve the issue.

12.06 An employee who is absent from work due to illness or accident for a period exceeding ten (10) working days must, prior to returning to work provide the Health Department with as much notice as possible, minimum two (2) working days, of their intent to return to work along with suitable medical documentation including any restrictions, where applicable.

12.07 The Company agrees to the Union assigning two members of the Bargaining Unit to be members of the existing Accommodation Committee to act on behalf of bargaining unit members. Members of the Accommodation Committee will not lose pay for time spent during employee's regular scheduled working hours attending meetings with management representatives.

### **ARTICLE 13 BULLETIN BOARDS**

13.01 The Company agrees to provide bulletin boards in areas accessible to employees in the plant(s) for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by Officers of the Union and will be in keeping with the spirit and intent of this Agreement.

## **ARTICLE 14 - COMMITTEEMEN AND STEWARDS**

14.01 The Executive, Grievance, Safety Committeemen, Shop Stewards and any committee the Union deems necessary for the efficient operation of the Union, will be designated in writing by the Union to the Company.

14.02 Effective June 1, 1994, for the purpose of meeting Company Representatives, the Grievance Committee shall consist of not more than three (3) members.

14.03 Any employee authorized to act on behalf of the Union and so acting on official business of the Union shall be free to discharge his duties without prejudicing his relations with the Company in any way, provided that such employee shall not leave his place of work to perform duties on behalf of the Union until he has had permission from his Supervisor, which shall not be withheld unreasonably. If, in the performance of such duties it is necessary for such employee to approach another employee in a department of the Company other than his own, he shall receive permission from the Supervisor of such other department before making such an approach, such permission not to be withheld unreasonably.

14.04 Pay will not be allowed for time spent by any employee of the Company in respect of duties on behalf of the Union, excepting that members of the Grievance Committee will not lose pay for time spent

during employee's regular scheduled working hours attending meetings with management representatives.

## **ARTICLE 15 - HOURS OF WORK**

15.01 The standard working week for all employees shall be forty hours per week. It is understood that the provisions of this Article 15 are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week.

15.02 (a) A regular first shift shall consist of ten (10) hours per day including a paid fifteen (15) minute lunch period. A regular second shift shall consist of ten (10) hours per day including a fifteen (15) minute paid lunch. The normal starting times for these shifts shall be based on local times and are set out below:

**First or day shift**                      Start 6:00 A.M. End 4:00 P.M.

**Second or Afternoon**              Shift Start 4:00 P.M.  
End 2:00 A.M.

The lunch period shall normally be at the mid-point of the shift, however, it is understood and agreed that such lunch periods may be staggered to suit conditions and circumstances.

(b) It is understood and agreed that due to the nature of the work performed by service units it may be necessary to change or modify the normal starting and quitting time of an employee shift, in any event

the regular hours of the shift shall not exceed ten (10) hours.

15.03 A shift will be considered as worked on the calendar day on which the major portion of the shift is worked.

15.04 The unit of time-keeping is six minutes. Any employee who wanders in late will have his pay commence at the start of the next unit of time-keeping.

15.05 Employees will be allowed five (5) minutes prior to the conclusion of their regular scheduled shift for the purpose of washing up but must not wander out before the conclusion of their regular scheduled shift.

15.06 The Company shall schedule one (1) ten (10) minute rest period and one (1) fifteen (15) minute rest period per shift. Additional rest periods shall be granted in cases of inclement weather and/or adverse working conditions. The Parties further agree to add the ten (10) minute rest period to the lunch periods as set below:

	<b>First Break</b>	<b>Second Break</b>
<b>Days</b>	9:00 AM to 9:15 AM	12:30 PM to 12:55 PM (Lunch)
<b>Afternoons</b>	7:30 PM to 7:55 PM (Lunch)	11:30 PM to 11:45 PM

## **ARTICLE 16 - OVERTIME**

16.01 Overtime at the rate of time and one-half shall

be paid by the Company for such hours as shall be authorized by the Company as follows:

(a) For all hours worked in excess of ten (10) hours in any one day, Monday to Thursday inclusive, except as noted in 16.02.

(b) For all hours worked by an employee on Friday after said employee has worked forty (40) hours between Monday and Friday.

Hours paid on Jury Duty, Crown Witness, Bereavement Leave, Vacation and Paid Holidays as well as hours spent on approved Leaves of Absence for Union business shall be included to determine hours worked.

(c) For all hours worked on Saturdays, except as noted in 16.02.

16.02 Where the regular four (4) day work week of an employee begins on a day other than Monday, time and one-half shall be paid by the Company for such hours as shall be authorized by the Company as follows (any such change must be agreed to by the Company and the Union):

(a) For all hours worked in excess of 10 hours in any one day for the first four consecutive days worked.

(b) For all hours worked by an employee on the fifth day of work after said employee has worked forty (40) hours between the first and fifth day of the week.

(c) For all hours worked on the sixth consecutive day.

(d) Such work week schedule shall be restricted to employees performing the duties of Operating Engineers. Such employees shall be paid a premium of fifty cents per hour for work performed on Saturdays and Sundays when operating on continuous four shift operations, except in cases where a Saturday or Sunday becomes an employee's sixth or seventh consecutive work day, which shall be paid at the prevailing rate for such overtime. In such cases the premium of fifty cents per hour shall not be paid.

For purposes of calculating such hours of work on the sixth consecutive day as shall be eligible for overtime pay, all time worked on shifts commencing on the fifth consecutive day shall be designated as fifth day work.

16.03 Overtime, at the rate of double time, shall be paid to employees by the Company for such hours as shall be worked on Sundays, or the seventh consecutive day in the case of employees referred to in Section 16.02, as required by the Company.

16.04 Hourly rated employees who are requested to work after their regular shift ends will be paid overtime up to the six minute unit of time embracing completion of their work. Such employees will receive his usual five-minute wash up period at the end of his overtime period and allowance will be made for this, i.e. an employee whose normal shift ends at 4:00 p.m. (3:55 plus five minute wash-up) would, with twelve minutes

overtime, work through the 3:55 to 4:00 p.m. period but wash up at 4:07 p.m. and wand out at 4:12 p.m.

16.05 Overtime at the rate of double his regular straight-time hourly rate for all consecutive hours he is required to work in excess of twelve (12) consecutive hours.

16.06 (a) All overtime work shall be voluntary and the Company shall give notice of overtime to an employee as far in advance as practical. An employee who is asked prior to the end of his Second last regular shift of the week would be credited with a refusal if the employee either refused or delayed his decision to the following day. In this situation the supervisor would continue to request overtime from other employees. The employee who delayed his decision would be permitted to work if he accepted the overtime the following day and overtime was still available. In the event an employee is not asked for overtime prior to the end of the second last regular shift of the week, a refusal will not be credited to the employee unless the employee accepted the overtime and did not come to work. The Company shall record hours of overtime worked, hours of overtime refused and the hours of overtime that the employee failed to appear.

(b) Opportunities for overtime shall be distributed amongst employee(s) in their respective cost centre and job classifications. The Company will ask for overtime in order from the employee(s) with the least



hours overtime to the employee(s) with the most overtime hours.

Effective September 1, 2014 the Training Committee shall be responsible to assess all employee's skills and ability.

Effective January 1, 2015, if 50% of each job classification possesses the necessary skills and ability within their current Job Classification, overtime will be distributed by the respective Cost Centre and Job Classification starting with the available employee with the least number of hours possessing the necessary skills and ability to perform work. Otherwise opportunities for overtime shall be distributed amongst employee(s) in their respective Cost Center and job classifications. The Company will ask for overtime in order from the employee(s) with the least hours overtime to the employee(s) with the most overtime hours.

Effective September 1, 2015, if 75% of each job classification possesses the necessary skills and ability within their current Job Classification, overtime will be distributed by the respective Cost Centre and Job Classification starting with the available employee with the least number of hours possessing the necessary skills and ability to perform work. Otherwise opportunities for overtime shall be distributed amongst employee(s) in their respective Cost Center and job classifications. The Company will ask for overtime in order from the employee(s) with the least hours overtime to the

employee(s) with the most overtime hours.

Effective September 1, 2016, if 90% of each job classification possesses the necessary skills and ability within their current Job Classification, overtime will be distributed by the respective Cost Centre and Job Classification starting with the available employee with the least number of hours possessing the necessary skills and ability to perform work. Otherwise opportunities for overtime shall be distributed amongst employee(s) in their respective Cost Center and job classifications. The Company will ask for overtime in order from the employee(s) with the least hours overtime to the employee(s) with the most overtime hours.

Preference for overtime shall be restricted to the employee's normal shift except when overtime is scheduled on fewer shifts than is normal; employees will be pooled for the purposes of overtime. For example: A department normally works three shifts. Weekend overtime is restricted to one shift (dayshift). Employees from all three shifts are pooled for the purposes of overtime. Employees who are offered overtime during their course of their daily shift shall be charged refused hours if the offer of overtime is made prior to the midpoint of the shift and they refuse or fail to confirm with their immediate supervisor.

Employees who are absent from work for any reason when the overtime requirements are being filled shall be credited with the amount of overtime hours they

would have been offered had they been at work.

Employees who are contacted at home for overtime shall be credited with all hours paid. Employees who accepted the overtime and did not come to work, shall be marked as refused for the hours they would have been paid.

New employees overtime shall be adjusted to the average overtime hours of the job classification of the work area to which they are assigned.

The Company shall post the "Shop Overtime Schedule" and "Overtime Hours Worked, refused and Absent for Shop Employees", weekly.

(c) In the event that the Company schedules overtime for Fridays, Saturdays, Sundays and paid Holidays and fails to notify an employee not to report as usual for such scheduled overtime, and there is no work available, he shall be paid a minimum of four hours at his regular hourly rate. In cases of this nature, the Company has the alternative of temporarily assigning the employee to other work at his regular rate of pay, plus the prevailing rate of overtime for a minimum of four hours' work. It is understood, however, that the foregoing does not apply in cases of lack of work due to circumstances beyond the control of the Company. It is also understood that the foregoing does not apply where the Company has made prior arrangements with an employee to work overtime for less than the

guaranteed four hours.

16.07 Effective with the implementation of the four day work week, an employee may bank up to forty hours, from full weekend (Friday to Sunday) overtime shifts, per calendar year. (e.g. ten hours at double time overtime rate shall equal 20 hours banked time off hours). The banked hours shall be used by the end of the calendar year. If the banked hours are not used, then the employee shall be paid for the banked hours. The time off will be taken at a mutually agreed time. Employees may bank overtime hours worked provided it is a full regular shift of work and banked hours will accumulate until reaching the 40 hour maximum. Any hours worked on a shift in excess of the 40 hour banking maximum will be paid as overtime.

Employees working the weekend shift are entitled to bank any hours of overtime worked to a maximum of 40 hours.

## **ARTICLE 17 - SHIFT PREMIUM**

17.01 A shift premium of \$1.00 per hour will be paid to each employee assigned to work the afternoon shift (Monday to Friday). A shift premium of \$1.50 per hour will be paid to employees working the weekend day shift and the mid-night shift (Monday to Friday). A shift premium of \$2.00 per hour will be paid to employees working the weekend afternoon shift.

## **ARTICLE 18 - REPORTING ALLOWANCE**

18.01 Employees who report as usual for their regular shift when the Company fails to notify them not to report and there is no work for them shall be paid a minimum of four (4) hours at their regular hourly rate, plus any shift premium that applies. In cases of this nature, the Company has the alternative of temporarily assigning to the employee any other work at his regular rate of pay. It is understood, however, that the foregoing does not apply in cases of lack of work due to circumstances beyond the control of the Company.

## **ARTICLE 19 - CALL-IN ALLOWANCE**

19.01 An employee who has left the Company premises and who is called back to work outside his regularly scheduled working hours, shall receive the prevailing rate for overtime for all hours worked, with a minimum of four (4) hours pay at his straight time rate. When this is immediately followed by the Employee's regular ten (10) hour shift, such employee shall be permitted (unless mutually agreed between the employee and the Company to the contrary) to complete his regular ten (10) hour shift for that day and if any part of the four (4) hours call-in time overlaps the regular shift hours, the overlapping time shall be considered part of his regular shift hours.

## **ARTICLE 20 - OUTSIDE ASSIGNMENTS**

20.01 Employees temporarily assigned to Company

services or repair jobs at customers' plants shall be paid a premium of Two Dollars per hour for hours worked on such assignments.

## **ARTICLE 21 - PAID HOLIDAYS**

21.01 (a) The following paid holidays will be observed as listed below.

<b>2014-2015</b>	<b>Shifts 41/42</b>	<b>Shifts 31/32</b>	<b>Shifts 51/52/53</b>
Labour Day	Sept. 1, 2014	Sept. 1, 2014	Sept. 1, 2014
Thanksgiving Day	Oct. 13, 2014	Oct. 13, 2014	Oct. 13, 2014
Remembrance Day	Nov. 11, 2014	Nov. 11, 2014	Nov. 11, 2014
Christmas Day	Dec. 25, 2014	Dec. 27, 2014	Dec. 25, 2014
Boxing Day	Dec. 29, 2014	Dec. 26, 2014	Dec. 26, 2014
Floater	Dec. 30, 2014	Dec. 28, 2014	Dec. 29, 2014
New Year's Day	Jan. 1, 2015	Jan. 1, 2015	Jan. 1, 2015
Family Day	Feb. 16, 2015	Feb. 16, 2015	Feb. 16, 2015
Good Friday	Apr. 6, 2015	Apr. 3, 2015	Apr. 3, 2015
Victoria Day	May 18, 2015	May 18, 2015	May 18, 2015
Canada Day	July 1, 2015	July 1, 2015	July 1, 2015
Civic Holiday	Aug. 3, 2015	Aug. 3, 2015	Aug. 3, 2015
<b>2015-2016</b>	<b>Shifts 41/42</b>	<b>Shifts 31/32</b>	<b>Shifts 51/52/53</b>
Labour Day	Sept. 7, 2015	Sept. 7, 2015	Sept. 7, 2015
Thanksgiving Day	Oct. 12, 2015	Oct. 12, 2015	Oct. 12, 2015
Remembrance Day	Nov. 11, 2015	Nov. 11, 2015	Nov. 11, 2015
Christmas Day	Dec. 28, 2015	Dec. 25, 2015	Dec. 25, 2015
Boxing Day	Dec. 29, 2015	Dec. 26, 2015	Dec. 28, 2015
Floater	Dec. 30, 2015	Dec. 27, 2015	Dec. 29, 2015
New Year's Day	Dec. 31, 2016	Jan. 1, 2016	Jan. 1, 2016
Family Day	Feb. 15, 2016	Feb. 15, 2016	Feb. 15, 2016
Good Friday	Mar. 28, 2016	Mar. 25, 2016	Mar. 25, 2016
Victoria Day	May 23, 2016	May 23, 2016	May 23, 2016
Canada Day	July 4, 2016	July 1, 2016	July 1, 2016
Civic Holiday	Aug. 1, 2016	Aug. 1, 2016	Aug. 1, 2016

<b>2016-2017</b>	<b>Shifts 41/42</b>	<b>Shifts 31/32</b>	<b>Shifts 51/52/53</b>
Labour Day	Sept. 5, 2016	Sept. 5, 2016	Sept. 5, 2016
Thanksgiving Day	Oct. 10, 2016	Oct. 10, 2016	Oct. 10, 2016
Remembrance Day	Nov. 11, 2016	Nov. 11, 2016	Nov. 11, 2016
Christmas Day	Dec. 27, 2016	Dec. 25, 2016	Dec. 27, 2016
Boxing Day	Dec. 26, 2016	Dec. 30, 2016	Dec. 26, 2016
Floater	Dec. 28, 2016	Dec. 31, 2016	Dec. 28, 2016
New Year's Day	Dec. 29, 2016	Jan. 1, 2017	Dec. 29, 2016
Family Day	Feb. 20, 2017	Feb. 20, 2017	Feb. 20, 2017
Good Friday	Apr. 17, 2017	Apr. 14, 2017	Apr. 14, 2017
Victoria Day	May 22, 2017	May 22, 2017	May 22, 2017
Canada Day	July 3, 2017	July 1, 2017	July 3, 2017
Civic Holiday	Aug. 7, 2017	Aug. 7, 2017	Aug. 7, 2017

(b) The Company and the Union will schedule paid holidays to be observed on the day which it occurs, except that they may mutually agree to observe Family Day during the period between Christmas and New Year's. When the Company schedules a plant shutdown for the period between Christmas and New Year's employees may use vacation days, banked overtime or will be granted leaves of absence to cover any days that are not scheduled Paid Holidays.

In the event that any of the holidays named in Article 21.01 of the Collective Agreement fall on a Friday, such holidays shall be observed on the following Monday.

21.02 The Company agrees to pay holiday pay equal to ten hours pay at the then current basic rate for the employee concerned, except that shift premium for ten hours shall be included for employees on shifts

other than day shift, without requiring such employee to work on the holidays hereinbefore mentioned, and whether or not such holiday falls on a day that would otherwise be a working day, provided that the employee has completed his probationary period with the Company at the time of the above named paid holidays occur.

21.03 It is understood and agreed that to be eligible for paid holiday pay as hereinbefore provided, an employee must have been at work for their full regularly scheduled shift on the day preceding and the day succeeding the Paid Holiday unless he has secured formal leave of absence for the two specified days or if he is on approved leave of absence or lay-off which commenced during the two week period immediately prior to the holiday concerned. An employee who is absent due to illness or injury shall be considered eligible for such a paid holiday, however, such employee shall not receive more than six such paid holidays for any one period of absence due to such illness or injury. The Company reserves the right to require proof of such illness or injury.

21.04 In the event that one or more of the holidays referred to in Article 21.01 occur during the vacation of an employee on the four day work week, he shall be granted one (1) day off with ten (ten) hours pay per paid holiday, provided the employee qualified for the paid holiday. Such lieu day(s) shall be observed at a



time mutually agreed to between the Supervisor and the employee.

21.05 An employee required to work on any of the holidays named in Article 21.01 shall be paid at the rate of one and one-half times his regular straight-time hourly rate in addition to any holiday pay to which he is entitled.

## **ARTICLE 22 - VACATIONS WITH PAY**

22.01 It is understood that all employees are required to take the yearly vacations with pay to which they are entitled. The following shall govern employees' entitlements to yearly vacation and the applicable pay allowance.

22.02 (a) The vacation year is from July 1st up to and including June 30th of the following year.

(b) The employee's vacation is based on service with the Company as of June 30th of the vacation year.

(c) Vacation pay shall be calculated using the employee's gross earnings, as defined below, for the vacation year for each week of vacation entitlement. Such vacation pay, except as noted in paragraphs 22.02 (d) and (e) below, shall be paid to him at the time his vacation commences, however, such advance vacation pay shall not be made for a vacation period of less than one (1) week except in the case of an employee whose total vacation entitlement is less than one (1) week's pay.

For the purposes of clarification of gross earnings as used in 22.02 (c), it shall consist of pay for the prior vacation period, pay for paid holidays and shift premium, in addition to gross hourly wages earned including overtime. Hours paid for vacation time taken or for unused vacation entitlement

In the event of a lay-off, up to the employee's vacation entitlement (i.e. forty hours paid per week of vacation entitlement); and calculated hours paid for employees who receive pay in lieu of notice of lay-off

(d) An employee shall give the Company eight (8) working days' notice prior to the commencement of his vacation period in order to receive his vacation pay prior to the start of his vacation.

(e) An employee who does not give the Company eight (8) working days' notice prior to the commencement of his vacation period, or an employee who takes his vacation in periods of less than one (1) week, shall receive his vacation pay for such period in his regular pay, for the week ending in which the vacation is taken.

(f) The vacation entitlement and pay shall be as follows:

<b>Service</b>	<b>Entitlement</b>	<b>Pay</b>
Up to three months	Nil	4% of gross earnings for the three vacation year, payable months at time of shop vacation period.
Three months	One week	4% of gross earnings for months week vacation year.

One year	Two weeks	4% of gross earnings for months week vacation year.
Five years	Three weeks	6% of gross earnings for months week vacation year.
Twelve years	Four weeks	8% of gross earnings for months week vacation year.
Twenty years	Five weeks	10% of gross earnings for months week vacation year.

An employee who has been paid for a minimum period of 1040 hours during the vacation earning year will be entitled to vacation pay (all hours paid at the total calculated paid hours: e.g.: 10 hours double time shall equal 20 hours paid, e.g.: 6 hours' time and one half shall equal 9 hours paid) calculated using the employee's gross earnings for the 52 weeks prior to the last pay period in June or at the employee's basic rate of pay as of the last day of the last pay period before June 30th, plus shift premium if applicable, whichever is the greater. Employees absent from work on Union business or who are receiving W.I. or W.S.I.B. may accumulate up to 520 hours towards the above 1040 hours.

(g) Maintenance Department employees will be required to work during the normal shop vacation period. Employees who are not required to work through the shop vacation period will be notified in

writing not later than the first of April each year. A maintenance employee scheduled to work during the normal shop vacation shutdown period may make a request to take his vacation during this period. It is understood that the Company must make sure that its maintenance schedule for the shutdown period is adequately covered by experienced maintenance personnel. Therefore, it is recognized that it may not be possible for the Company to approve such a request from an employee far in advance of the shutdown period, or at all. Preference will be given to senior employees when scheduling their vacations.

22.03 All vacation entitlement in excess of two weeks shall not necessarily be consecutive with the preceding two weeks of vacation but shall be taken at a time which shall be mutually satisfactory to the Company and to the employee during the period of twelve (12) months following the 1st day of July of the year in which the employee is entitled to the vacation. The Company may schedule any outstanding, unscheduled vacation entitlement during the period April 1 to June 30 of the year in which the employee is entitled to the vacation. The Company will schedule this vacation eight (8) working days in advance in blocks of one week.

With respect to vacation entitlement for employees on the four day work week, a week of vacation shall mean 40 hours. A partial week may be taken provided that at least 2 hours are taken at any time.

22.04 In the event an employee terminates employment for any reason his vacation pay will be calculated on a pro-rata basis which will take into consideration his service entitlement and will be based on the period of his employment during the applicable vacation year.

## **ARTICLE 23 - INSURANCE AND WELFARE**

23.01 The Company and the union agree that the following mentioned plans shall be part of this Collective Agreement. Any difference arising from the application and interpretation of this benefit plan may be resolved by means of the grievance procedure.

The Company will pay on behalf of all eligible employees the full costs for the following benefits included in:

1/ Benefit Plan Document with Manulife Financial, Contract No. 80069 for the Group Health & Dental Benefit Program

2/ Benefit Plan Document with Manulife Financial, Contract No. 30164 for the Group Insurances Program Including any amendments agreed to during the 2005 contract negotiations.

(a) Extended Health Benefits - there is a \$10.00 and \$20.00 deductible to a maximum of \$165,000 per year effective September 1, 2014.

Increase dependent age from 23 to 25 if still in school

(i) Extended health benefits with drug plan as noted below to a maximum of \$165,000.00 effective September 1, 2014.

Introduce drug card with the following features:

- \$3.00 per prescription deductible
- the plan is designed to reimburse all eligible generic drugs in full as well as brand-name drugs in full where no equivalent generic exists
- where individuals wish to purchase a brand-name product, the plan will reimburse up to the level of the generic product's cost, and individuals will pay the difference
- where it is medically necessary as verified by the attending medical practitioner for individuals to purchase a name-brand product then the plan will reimburse the full cost
- Dispensing fee cap of \$10.25

The Parties agree that there are currently four (4) drugs that have specified limitations. The Parties agree that this limitation will continue for the duration of this agreement.

<b>Drug</b>	<b>Limit</b>
Erectile Dysfunction Drug (Viagra)	\$1500.00
Xenical	\$1500.00

Fertility Drugs \$6000.00

Nicorette or other Aids to Stop Smoking  
\$500 lifetime maximum

The Parties further agree that if new drugs are introduced into the market and the Insurance Carrier recommends limitations, the Parties agree to meet, discuss and attempt to negotiate an agreeable limit. If the Parties fail to reach an agreement, The Company and the Insurance Carrier will have the right to impose a limit for the remaining term of the collective agreement.

(b) Weekly Indemnity with following benefits to a maximum of 52 weeks. Weekly Indemnity in an amount equivalent to 66 2/3% of the employee's average insurance earnings over the last twenty (20) weeks of insurable employment (as used by the Unemployment Insurance Commission).

(c) Effective September 1, 2011, \$42,000.00 Life Insurance Plan plus \$42,000.00 AD & D

Effective September 1, 2012, \$43,000.00 Life Insurance Plan plus \$43,000.00 AD & D

Effective September 1, 2013, \$44,000.00 Life Insurance Plan plus \$44,000.00 AD & D

(d) Private Room Hospital Coverage.

(e) A Dental Plan equivalent to Blue Cross #9 shall be provided including dentures but not crowns or bridges.

Effective January 1, 2015, coverage to be based on 2014 O.D.A. Schedule of Fees.

Effective January 1, 2016, coverage to be based on 2015 O.D.A. Schedule of Fees.

Effective January 1, 2017, coverage to be based on 2016 O.D.A. Schedule of Fees.

(f) Long Term Disability Plan.

Effective October 1, 1995, the Company will provide for a long term disability plan, the cost of which shall be borne by the Company providing for payments to disabled employees in an amount of \$800.00 per month to age 65 or recovery, whichever shall occur first, less any payments received by such employee, under the Quebec Pension Plan, Canada Pension Plan, Workmen's Compensation, or any other Company sponsored Group Insurance Plan or disability provision of the Company Pension Plan providing wage continuance or disability income benefit or other future Government Plans duplicating coverage, subject to the terms of the Plan. There shall be a minimum benefit of \$125.00 per week. It is understood and agreed that persons receiving long term disability benefits as of October 1, 1995, shall continue to receive benefits under provisions of the former Collective Agreement for the period of such disability.



(g) Vision Care

Effective September 1, 1993 a vision care plan will be implemented to cover the cost of prescription eye glasses/contact lenses as follows:

Reimbursement of up to \$275.00 each for the employee and eligible family members over twelve (12) years of age every twenty-four (24) months, and \$275.00 each for any dependant children under the age of twelve (12) every twelve (12) months.

(h) The Company shall continue to pay the premiums covering the following benefits for those employees receiving Weekly Indemnity benefits or Long Term Disability Insurance Plan benefits because of extended illness for the period the employee remains qualified for the Long Term Disability Insurance Plan Benefit:

- (i) Extended Health Benefits
- (ii) Life Insurance
- (iii) Private.

The Company shall continue to pay the premium covering dental for one month following the month of disability for those employees receiving Weekly Indemnity.

(i) Effective September 1, 2002 employees who exercise their early retirement option will receive extended health benefits as noted in article 23.01 a) of the Collective Agreement, up to age 65.

23.02 An employee shall become eligible for Company payment of the premium for the Insurance Plans set out in Article 23.01 (a), (b), (c), (d), (e), (f), (g) and (l) upon completion of his probationary period.

The Company shall pay up to \$20.00 towards the cost charged by medical practitioners for completion of Weekly Indemnity and Long Term Disability medical forms. Receipts of such charges must be submitted to the Health Office to qualify for re-imbusement.

23.03 The Company shall provide \$4,000.00 Life Insurance coverage for employees who retired or who will retire after September 1, 1981.

#### **23.04 Joint Health Care Committee**

The parties recognize the importance of providing a good quality health care package to its employees and also the importance of the containing costs for the same. The parties further agree to establish a joint health care committee consisting of three representatives from the Company and three representatives of the Union. Union members of the committee shall not suffer loss of pay for time spent doing committee work. The committee will meet as required to explore ways to reduce costs without negatively affecting the benefits. It is understood this committee has no authority to amend the collective agreement.

The Health Care Committee will review the dispensing

fee cap in September of each year of the Collective Bargaining Agreement and will increase the cap by the average amount of increase in the dispensing fee in the region.

## **ARTICLE 24 – WAGES**

### **24.01**

<b>NEW JOB CLASS</b>	<b>RATE</b>
1	\$23.38
2	\$25.86
3	\$27.57
4	\$29.30
5	\$30.18
6	\$31.08
7	\$31.98
8	\$32.86
9	\$34.69
10	\$35.64
11	\$39.38

See MOA Job Classification for specific Job Classifications.

### **Temporary Transfer**

24.02 (a) An employee who is temporarily assigned from his regular job for two hours or more in any one shift shall be paid for the full shift at the standard hourly rate of the job classification to which he has been temporarily assigned, provided such rate is not less than that of his regular job classification. If the rate of the job to which he is temporarily assigned but not

as a result of a lay-off is less than the rate of his regular job classification, he shall be paid the rate of his regular job classification during the period of such temporary assignment.

(b) Such temporary assignments from one job to another job shall be for a period not to exceed forty (40) days worked per year per employee unless it is mutually agreed between the parties to extend the period of a temporary assignment. In no event will a temporary transfer exceed 40 days worked per year per employee while there are employees on lay-off, unless by mutual agreement between the Company and the Union. Such temporary assignments shall not be subject to Article 8.18 + 8.19 (A) + (B), however, if at the end of the temporary assignment period it is decided to fill the job on a permanent basis, the job shall be filled in accordance with 8.18 + 8.19 (A) + (B). If there are no qualified candidates who apply to a job posting, the permanent job may then be given to the employee who filled the job temporarily, if the employee agrees. If he does not agree, he will be returned to the job from which he was assigned.

(c) When an employee is temporarily assigned from his regular job classification to another job classification, he shall be entitled to shift preference as outlined in Article 8.07 in accordance with his seniority as it applies to all of the employees within the job classification to which he has been temporarily

assigned. When it is necessary to change the shift assignment of the employees because of a temporary transfer, such a change of shift assignment to the employees affected shall take place in accordance with the shift preference procedure under Article 8.07.

(d) The Company agrees to notify the Union in writing or via e-mail of all temporary transfers. Such notice shall be served at the time the transfer is made.

### **Learner Rates**

24.03

1st period - 85% of Job Classification Rate

2nd period - 90% of Job Classification Rate

3rd period - 95% of Job Classification Rate

Progression through the learner periods is by merit as determined by the Joint Training and Development Committee. In the event an employee does not satisfactorily complete a learner period, such employee may be required to repeat the period or a portion of the period as determined by the Joint Training and Development Committee.

The established learner rate of pay for each learner period shall apply in accordance with the above schedule. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the

applicable learner period classification is equal to or exceeds his present rate.

**Genera 24.28** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

24.29 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed during the term of this Agreement.

## **ARTICLE 25 APPRENTICESHIP PLAN**

See Appendix 'E'.

## **ARTICLE 26 PENSION PLAN**

1. All USW Local 2859 members shall cease to participate in and accrue benefits under the Babcock & Wilcox Canada Ltd. Hourly Paid Employee's Pension Plan, Part I, effective December 31, 2014.

A "soft freeze" of the Babcock & Wilcox Canada Ltd. Hourly Paid Employee's Pension Plan, Part I will occur effective 12/31/2014. This means members who continue employment with the company will earn continuous service beyond 12/31/2014 allowing for an unreduced pension and \$500 per month bridge benefit if obtaining 28

years plus continuous service between the ages of 60 and 65.

*The minimum benefit payable at time of termination of employment will freeze at \$60.50 times years of credited service.*

2. Allow option to transfer Commuted Value from Babcock & Wilcox Canada Ltd. Hourly-Paid Employees' Pension Plan (#0205708) for employees terminating/retiring between ages 55-59.

3. Effective December 31, 2014 the existing Steelworker Members' Pension Benefit Plan will be closed to new members.

4. All USW Local 2859 members shall participate in the Babcock & Wilcox Canada Ltd. Hourly Paid Employee's Pension Plan, Part II, for service with the Company on and after January 1, 2015 in accordance with the terms of the Plan, as amended from time to time.

5. Subject to the terms of the Plan, each pay period the Company shall contribute an amount equal to a percentage as outlined below of each employee's "Employee Compensation" to the Plan. Employee contributions will be accepted in the plan.

"Employee Compensation" means the total amount paid to an employee in a pay period, (prior to statutory deductions and income tax),

including overtime and shift premiums, vacation pay, and payment for statutory holidays.

Years of service	% of earnings
Less than 5	4%
5 or more but less than 10	5%
10 or more but less than 20	6%
20 or more	7%

6. Subject to the requirements of the *Income Tax Act* (Canada), contributions to the Plan will continue to be made by the Company for employees who are on an approved union business leave. During such approved union business leave, an employee's Employee Compensation shall be deemed to be the employee's hourly rate of pay immediately prior to the commencement of the leave. Such contributions will be billed back to the Union.

Contributions to the Plan will be made for employees on "Statutory Leave", "Disability", "Illness" or "Authorized Paid Leave of Absence" for the length of time of the absence to a maximum of 12 months, at a rate of 40 hours per week based on the employee's job class at the commencement of the absence. "Statutory Leave" means a leave of absence during which the Company is required



to continue to make contributions to the Plan in accordance with the requirements of the *Ontario Employment Standards Act, 2000*

“Disability” or “Illness” mean approved weekly indemnity (including the waiting period) and approved worker’s compensation claims.

“Authorized Leave of Absence” means a paid leave of absence approved in writing by the Company, as per Article 11.

7. Notwithstanding Item 3 of this Article, pension contributions are not payable for employees until they have completed their probationary period. Upon completion of probation the Company will make pension contributions retroactive to the employee’s date of hire.

## **ARTICLE 27 DURATION OF AGREEMENT**

27.01 This Agreement shall become effective September 1, 2014 unless otherwise noted and shall remain in effect until August 31, 2017.

This Agreement shall continue automatically thereafter for annual periods of one year unless either party gives notice of amendment, in writing, to the other party not more than ninety (90) days before the expiration date or any anniversary of the expiration date.

27.02 In the event that either party serves notice in writing to the other party for amendment, in accordance with Section 27.01, this Agreement shall

continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed at law have been completed, whichever should first occur.

DATED at Cambridge, Ontario, this 9th day of September 2014. SIGNED on behalf of:

**The Company:**

**The Union:**

\_\_\_\_\_  
**R. Kendall**

\_\_\_\_\_  
**D. Smith**

\_\_\_\_\_  
**Leanne McSherry**

\_\_\_\_\_  
**Carrie Robinson**

\_\_\_\_\_  
**Dave Haus**

\_\_\_\_\_  
**Gord Cribbins**

\_\_\_\_\_  
**John Reid**

\_\_\_\_\_  
**B. Glover**

\_\_\_\_\_  
**S. Staveley**

\_\_\_\_\_  
**Tom Martin**

**APPENDIX "A"**  
**MEMORANDUM OF AGREEMENT**  
**WEEKEND SHIFT**

The Parties agree to the following shift arrangement. This shift will commence on the weekend following September 1, 2008.

1. The hours of work for the weekend shift will be as follows:

**Day Shift**           6:00 A.M. Fri. to 5:00 P.M. Fri.  
                          6:00 A.M. Sat. to 5:00 P.M. Sat  
                          6:00 A.M. Sun. to 5:00 P.M. Sun.

**Afternoon Shift** 5:00 P.M. Fri. to 4:00 A.M. Sat.  
                          5:00 P.M. Sat. to 4:00 A.M. Sun.  
                          5:00 P.M. Sun. to 4:00 A.M. Mon.

**Weekend Shift Breaks (Company Paid)**

Day Shift	First Break	9:00 AM to 9:15 AM
	Lunch	12:00 PM to 12:30 PM
	Second Break	2:15 PM to 2:30 PM
Afternoon Shift	Lunch	8:00 PM to 8:30 PM
	First Break	11:00 PM to 11:15 PM
	Second Break	1:15 AM to 1:30 AM

2. A shift premium of \$1.50 per hour will be paid to employees assigned to work days on the weekend shift. A shift premium of \$2.00 per hour will be paid to employees assigned to work afternoons on the weekend shift.

3. The number of hourly employees on the weekend shift shall not be greater than 20% of the total hourly workforce unless mutually agreed to by the Union and the Company. The Company will endeavor to minimize the use of the weekend afternoon shift.
4. Employees who complete 33 hours worked on the weekend shift will be paid 40 hours pay at the rate set out in the Agreement for the job class of the job they are performing. Any employee who works less than 33 hours will have their pay prorated according to the number of hours actually worked. i.e. Employee who works 11 hours on Friday and Saturday and 8 hours on Sunday for a total of 30 hours would be paid  $30/33$  of 40 or 36.36 hours pay.
5. All hours worked in excess of 11 hours per shift by weekend shift employees will be paid at double time rates.
6. Any overtime work performed Monday to Thursday by weekend shift employees will be paid at time and one half. Employees on the Weekend Shift must work a minimum of 33 hours in a pay week to qualify for overtime.
7. Vacation entitlement will be in accordance with Article 22 of the Collective Agreement. Each three-day weekend shift taken as vacation is equivalent to one week of vacation. Vacation must be taken in full 11 hour shifts which equal  $13 \frac{1}{3}$  hours vacation.

Shop shutdown for weekend shift employees will include the two weekends immediately preceding the Civic Holiday. A partial week may be taken provided that at least ½ a shift is taken at any time.

8. Paid holiday pay will be paid at 10 hours straight time pay and will be paid during the next pay period following the Holiday. All hours worked on a statutory holiday will be paid at time and one half. In the event the paid holiday falls on a regularly scheduled work day the employee will be paid 13 1/3 hours holiday pay. The Christmas holiday schedule will be four days off with pay, mutually agreed between the Parties.
9. For the purpose of this Agreement the weekend shift is equal to four working days or forty hours for the purpose of eligibility for benefits and pension. The Weekly Indemnity waiting period for weekend shift workers will be three consecutive days, one of which will include a shift which would normally be worked by the weekend employee.
10. Bereavement leave will be two shifts provided the funeral is on Thursday, Friday, Saturday, Sunday or Monday. Bereavement pay will be up to 26 2/3 hours pay.
11. Shift preference will be exercised for the weekend shift at the beginning of January, May and September.

12. Reporting allowance per article 18 of the Collective Agreement shall be at the rate of 10 hours pay for weekend shift workers.
13. Jury Duty for weekend shift workers who are sequestered and unable to report for work will be the difference between their normal weekend pay of 13 1/3 hours per shift and the payment received for such service.
14. Except as amended above, all other provisions of the Collective Agreement shall apply to employees on the weekend shift subject to appropriate changes.

**APPENDIX "B"**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN:**  
**BABCOCK AND WILCOX (the Company)**  
**and**  
**United Steelworkers (the Union)**  
**Local 2859**

In the matter of work performed by the Nuclear Services (NS) business unit in the Cambridge plant, the Company and the Union agree that the work shall be performed as set out below:

- 1) All work areas will be designated as either Nuclear Services or Manufacturing.
- 2) Manufacturing work in areas designated as

Manufacturing may only be carried out by members of the Union as specified in the Collective Agreement between the Company and the Union, except as otherwise specified in this agreement.

- 3) Nuclear Service work in areas designated as Nuclear Services in a Cambridge plant will not be covered by the collective agreement between the Company and the Union, except as otherwise specified in this agreement, and may only be carried out by:
  - a. Nuclear Services Technical Personnel (Article 1.02(b) of the C.B.A).
  - b. Subcontractors hired to support tooling development, tool testing, training and site work,
  - c. Quality Control Council of Canada (QCCC) hired to support tooling development, tool testing, training and site work,
  - d. Electrical Power System Construction Association (EPSCA) unions hired to support tooling development, tool testing, training and site work
- 4) Other than tooling and mock-ups used to prepare for and to support site work and waterlance assembly, no products shall be manufactured in an area designated as Nuclear Services,
- 5) Shipping and receiving work will be performed as follows:

- a. All Shipping and Receiving work will be performed by the Union, except for packing/staging of Nuclear Services tooling and equipment in areas designated as Nuclear Services. For all shipping and receiving tasks relating to Nuclear Services' tooling and equipment, Nuclear Services' Operating Procedures (NSOPs) must be used. Oversight of Nuclear Services shipping and receiving will be provided until a smooth transition to the NSOPs is achieved. Union personnel will be trained in the NS Database Tracking System for the purposes of creating packing lists.
- b. It is understood that due to the nature of NS work, timing is crucial. In the event union personnel are not available, during working hours to start a NS shipping and receiving task within 30 minutes of being notified, or there is a delay in the processing of the equipment of 30 minutes or more, NS personnel may perform the required tasks.
- c. During off hours the Company will attempt to contact Union personnel first for overtime opportunities related to shipping and receiving for NS. If union personnel are not available within 90 minutes, NS personnel may perform the required tasks.
- d. Some shipments to nuclear plants require Nuclear Power Plant's security personnel to be present during the packing and shipping of equipment.



Nuclear Services personnel will be the single point of contact with the station's security personnel.

- 6) All movement of NS equipment in NS designated areas is the responsibility of NS personnel; except for overhead crane operation. All movement of NS equipment to and from NS designated areas will be the responsibility of the union, except for items that can be hand carried. NOTE: the 30 and 90 minute time rule in articles 5b and 5c respectively will also apply to the movement to and from NS designated areas.
- 7) For the protection of all individuals, equipment and property, any modification to the plant's mechanical systems, electrical supply, air supply, gas supply or lighting systems will be performed by the union maintenance personnel.
- 8) All calibration of standard tooling and equipment will be performed by the union where they have the facility to do so. Calibration of specialized/modified equipment will be performed by NS Technical Personnel or by a subcontractor.
- 9) Where the Company determines that it is practical to utilize the Union employees on Nuclear Services work, a permit letter may be issued by Nuclear Services to the Union allowing Union employees to work in Nuclear Services designated areas. This letter will specify the project, define the work to be performed including the hours allotted, start

date, end date and number of union employees. This work will be performed without prejudice or precedent and the permit letter may be revoked at any time during the work.

- 10) It is desired by both the Company and the Union to ensure this MOA is implemented properly and continues to function. To facilitate this, the parties agree as follows:
  - a. The bi-monthly issues meeting between management and the union will be used to attempt to resolve any disputes and issues with respect to the interpretation, application, or alleged violation of the MOA in an expeditious manner. The NS Operations Manager will attend as required. If required additional meetings will be scheduled;
  - b. any disputes not resolved within five (5) working days of being discussed at the issues meeting (or unless otherwise mutually agreed to) the matter can then be referred to the grievance procedure according to the Collective Agreement. For all disputes referred to this committee, grievance timelines will be held in abeyance until disposition by the committee.
- 11) All provisions of the C.B.A. shall apply unless specifically addressed in the M.O.A.

**APPENDIX "C"**  
**MEMORANDUM OF AGREEMENT**  
**ALTERNATIVE SHIFTS**

Should the need arise for alternative shifts to meet customer needs, the Company and Union agrees to the following:

1. The Company will have the right to assign employees to a five (5) day eight (8) hour work week. The working hours for employees assigned to the five (5) day eight (8) hour work week will be Monday through Friday 6:00 am to 2:00 pm (Shift 51), 2:00pm to 10:00pm (Shift 52), and 10:00pm to 6:00am Shift (53). When working a (5) day eight (8) hour work week, the week will begin with Shift 53 at 10:00 pm on Sunday night. Once the customer needs are met, the alternative shift will be cancelled.
2. Employees assigned to the above shifts shall be allowed a paid twenty-five (25) minute lunch period and a ten (10) minute rest period on Company time.

	<b>First Break</b>	<b>Lunch</b>
Shift 51	8:30 am to 8:40 am	11:05 am to 11:30 am
Shift 52	4:30 pm to 4:40 pm	7:05 pm to 7:30 pm
Shift 53	12:30 am to 12:40 am	3:00 am to 3:25 am

3. The maximum number of hourly employees assigned to an alternate shift shall not exceed

- 50% of each Job Classification, unless otherwise mutually agreed to by the Union and the Company.
4. Employees shall be entitled to preference for the alternative shift(s) within their Job Classification in which they hold seniority.
  5. The Company agrees to discuss alternative five (5) eight (8) hour shifts with the union prior to implementation. Employees will be given 4 weeks' notice prior to implementation, unless mutually agreed to by the Union and the Company.
  6. Employees assigned to work Shift 51 will receive a shift premium of \$0.00, Shift 52 \$1.00, and Shift 53 \$1.50.
  7. All hours worked in excess of 8 hours per shift by employees working Shifts 51, 52 or 53, Monday to Friday will be paid at time and one-half. After said employee has worked forty (40) hours Monday to Saturday, time worked on a Saturday will be paid at time and one-half. Hours worked on a Sunday will be paid at double time.
  8. Vacation entitlement will be in accordance with Article 22 of the Collective Agreement.
  9. Paid holidays that fall on Monday through Friday will be observed on the day the holiday falls. Paid holiday pay will be paid at 8 hours straight time pay and will be paid during the next pay period following the Holiday. All hours worked on a

statutory holiday will be paid at time and one-half. In the event the paid holiday falls on a regularly scheduled work day the employee will be paid 8 hours holiday pay.

10. Shift preference will be as per Article 8.07.
11. Reporting allowance will be as per Article 18.
12. Bereavement shall be three consecutive work days, one of which must be the day of the funeral, in the event of the death of one of the following: mother, father, spouse, child, brother, sister, mother-in-law, daughter-in-law, son-in-law, step-daughter, step-son, sister-in-law, brother-in-law, step-sister, step-brother, father-in-law, grandchild, step-father or stepmother.

Employees on Shifts 51, 52 or 53 will be entitled to the following bereavement leave when a funeral is held on the weekend (Saturday or Sunday) they may use Friday & Monday, Thursday & Friday or Monday & Tuesday.

In the case of a bereavement caused by the death of a grandparent of the employee or of the employee's spouse, the employee shall be given one day leave of absence on the day of the funeral. If any of these days fall on a day which he would normally be required to work, he shall be paid for same.

13. Except as amended above, all other provisions of

the Collective Agreement shall apply to employees working the alternative shift subject to appropriate changes. However the Company and Union agree to discuss and resolve any areas of the Collective Agreement that may have been overlooked in this round of negotiations in regards to four (4) Ten (10) hour shift language that may conflict with the five (5) eight (8) hour shift language provided for in this M.O.A.

## **APPENDIX "D"**

TO: BABCOCK & WILCOX CANADA  
CAMBRIDGE, ONTARIO.

### APPLICATION FORM FOR DEDUCTION OF UNION INITIATION FEE

I, \_\_\_\_\_,

hereby authorize and direct the Company to deduct from the next pay following receipt of this application, an amount of money equal to the initiation fee of the United Steelworkers, Local 2859, whose receipt shall be considered as a sufficient discharge to the Company for the amount deducted from my earnings.

I agree to keep the Company harmless from all deductions and payments.

I understand that this authorization is binding upon me subject to the terms of the Agreement between Babcock & Wilcox Canada and the United Steelworkers.

Signature \_\_\_\_\_

Clock No. \_\_\_\_\_

Home Address \_\_\_\_\_

Department \_\_\_\_\_

Date \_\_\_\_\_

To be made out in quadruplicate -

Original and one copy to Personnel Department.

Copies to Union and Employee.

**APPENDIX "E"**  
**APPRENTICESHIP PLAN**

1. The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the Union. The standards and their application will be under the supervision of the Apprenticeship Committee representing the Company and the Union.
2. In these standards:
  - a) "Registration Agency" shall mean Ontario Training and Adjustment Board – Apprenticeship

and Client Services Branch.

b) "Apprenticeship Agreement" shall mean a written agreement or contract between the Company and the person employed as an apprentice, which agreement or contract shall be approved by the Apprenticeship Committee and registered with the Registration Agency.

c) "Apprentice" shall mean a person who is engaged in learning or assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement or contract with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.

d) "Committee" shall mean the Apprenticeship Committee.

e) "Training and Development" shall mean a unit within Human Resources of the Projects and Manufacturing Division.

f) "Supervisor", or his designated representative, shall mean the person employed by the Company assigned the responsibility of performing the duties outlined in these standards of apprenticeship.

g) "Standards of Apprenticeship" shall mean this entire Apprenticeship Plan, including these definitions.



3. The Apprenticeship Plan will provide for training in the skilled trades which have been designed by Training and Development (T&D) as being appropriate for inclusion in the Apprenticeship Plan. Those classifications with an apprenticeship program will be excluded from also having a learner program in that classification.
4. This apprenticeship program will be known as the Babcock & Wilcox Canada, U.S.W.A. (Local 2859) Apprenticeship Plan.
5. (i) The Committee shall consist of seven members, three of whom will be appointed by and represent the Company and three of whom will be appointed by and represent the Union. The seventh member will be the Human Resources Specialist and he will act as Chairman, who, in the case of a tie vote will cast the tie-breaking vote. A quorum will consist of four members with two representing the Company and two representing the Union. The Committee will meet at least once every three months or on call of the Chairman.  
  
(ii) Each of the three Union members of the Committee shall, upon properly requesting of his Supervisor when it becomes necessary to leave his job, be accorded the privilege of leaving his work to promptly perform specific duly authorized duties, hereinafter listed, of the Committee without loss of pay, on the understanding that

this privilege will not be abused and that each will continue to work at assigned jobs at all times not required for the performance of such duties.

(iii) It shall be the duty of the Committee:

a) To offer constructive suggestions for the improvement of the Apprenticeship Plan.

b) To formulate schedules of work experience for all apprenticeship trades.

c) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.

d) To hear and discuss all questions involving the apprentices under these standards which relate to their apprenticeship.

6. An apprentice will be trained in accordance with the in-plant schedule of shop training and, in addition, each apprentice will be required during the period of this apprenticeship to successfully complete a program of related training. This related training will be provided off company premises and after the normal working day or through a block release program.
7. An apprentice working the second shift who is required to take related training which conflicts with his work schedule, will inform his Supervisor in advance and be permitted to leave his job in the required amount of time as agreed with his

Supervisor, to attend his related training and must return after completion within a similar agreed length of time. The Company will continue to pay the apprentice's rate for such activity within the above limits.

8. Employees, who are given credit for previous experience upon entering the Apprenticeship Plan, will be paid the wage rate to which such credit entitles them. Furthermore, the schedule of related training may be modified to credit certain courses that are required of an employee's related training, if he successfully completed such courses and such courses are acceptable to the registration agency.
9. (i) Apprentices will be under the general direction of T & D and under the immediate direction of the Supervisor of the area to which he is assigned.  
(ii) T & D is authorized to move apprentices from one department to another in accordance with the predetermined schedule of shop training. This includes scheduling the designated apprentices on the shift selected for training including scheduling on the day shift for the first full year of apprenticeship training.  
(iii) T & D, in consultation with the Committee, will prepare adequate record forms to be filled in by the Supervisor under whom the apprentice receives direct instruction and experience.

Supervisors will make a report at the end of each rotational assignment or at least every three months to T & D on the work and progress of the apprentices. These reports will be submitted to the Committee for discussion. Such reports will be given to the apprentices affected after review by T & D and the Committee.

(iv) If T & D finds that an apprentice shows a lack of interest or does not have the ability to become a competent journeyman, T & D will place all the facts in the case before the Committee for review. Under these circumstances the Committee, in conjunction with T & D, will decide whether an apprentice may be permitted to continue in probationary status and/or suffer a loss of wages, requested to repeat a specified process or series of processes or his training may be terminated. T & D will give the decision of the Committee and their reasons, in writing to the apprentice.

(v) T & D will have ultimate authority to determine whether an apprentice be placed on probation or be removed from the Apprenticeship Plan for such causes as:

- a) Inability to learn
- b) Unsatisfactory work
- c) Lack of interest in his work or education

10. It will be the obligation of an Apprentice:

- a) to provide his Supervisor satisfactory reasons

- for any absence from his employment;
- b) to attend regularly and succeed at all formal training classes as required at a community college;
- c) to purchase progressively the standard tools required of a journeyman in that trade;
- d) to maintain a willingness to learn and to be mentally and physically fit and be able to apply the knowledge in a constructive manner on a continual basis.

11. Apprentices will be paid a percentage of the journeyman's rate in the trade in which they are indentured according to the following formula effective the beginning of the first period commencing on or after date of ratification.

#### **Apprentice Hour Rate Formula**

<b>Shop Periods</b>	<b>Shop Rates*</b>
0 - 1000 shop hours	60%
1001 - 2000	65%
2001 - 3000	70%
3001 - 4000	75%
4001 - 5000	80%
5001 - 6000	85%
6000	90%

\* These shop rates are based on a percentage of a

journeyman's maximum classification rate.

The above Apprentice Hour Rate Formula is determined in accordance with the hourly rates established in the current collective agreement.

12. Apprentices with 4001 and more hours will be allowed to work overtime along with all journeymen in the classification they are apprenticed. Apprentices with less than 4000 hours will be asked for overtime after all Journeymen have been asked. However, all overtime worked will be treated as straight time for purposes of completing the apprenticeship contract.
13. (i) Applications for apprenticeship will be received by Human Resources from employees completing an "Application for Job Change" form.  
(ii) In the event that no employee qualifies or expresses interest in apprenticing for a particular skilled trade, T & D will review external job applications for such purpose.  
(iii) Preference will be given to employees who qualify. Applicants must be educated to the standards of Grade 12 (Ontario) or to the equivalent standard for graduation from a vocational school and must show aptitude for one of the skilled trades being taught.  
(iv) Applicants shall meet the physical requirements

of the Company.

(v) Applicants shall satisfactorily pass the required Apprentice Selection Process.

14. During the first three months worked under the Apprenticeship Plan an employee will be considered on probation before entering into any apprenticeship agreement or contract. Any hours worked during this probationary period will be counted for shop hours as part of the apprenticeship program if the employee is accepted by the Committee into the program.
15. The number of apprentices to journeymen shall not exceed one apprentice for every seven journeymen. If the number of journeymen in a classification is less than seven, the Company may maintain one apprentice, provided there is at least one journeyman in that classification.
16. Each apprentice will supply at his own expense the tools necessary for the successful completion of apprenticeship. After being accepted into the Apprenticeship Plan each apprentice shall receive a \$200.00 tool allowance and an appropriate tool box provided by the Company. Employees who already possess an appropriate tool box shall receive an additional tool allowance equal to the value of the tool box. Upon successful completion of the apprenticeship program, the employee will retain the tool box and shall receive an additional

\$200.00 tool allowance. An apprentice may reimburse the Company through payroll deduction for additional tools he may purchase through the Company.

17. Any apprentice who is required to complete his related training in a scheduled 8 week block release period will be paid their regular apprentice hourly rate over the entire block release period. Employees will be reimbursed for all mileage, at the current Company Mileage Reimbursement rate for travel to and from the training centre. Employees requiring food and overnight lodging while attending scheduled classes will be allowed \$40.00 for food and the Company shall arrange and pay for accommodation.
18. (i) Upon satisfactory completion of the requirements called for in the Apprenticeship Plan, the apprentice will receive written confirmation from T & D stating the trade at which he has worked and certifying that he had completed his apprenticeship. The Registration Agency will be notified when the Apprentice has completed his apprenticeship in order that the agency can complete his certification.  
(ii) Every effort will be made, upon successful completion of apprenticeship, to place the apprentice in work in his trade, at the rate of pay for a journeyman on the work he is performing.



This will, however, depend upon the requirements of the Company at that time and upon his seniority and ability to perform available work, in accordance with the seniority provisions of the collective agreement.

19. (i) In the event an apprentice is laid-off prior to the completion of his training in a trade as a result of a change in requirements for apprentices or because of the application of the ratio of apprentices to journeymen, he may, having due regard to his seniority, be employed in a classification of work which he is able and willing to do, in accordance with the seniority provisions of the Collective Agreement.
  - (ii) An apprentice who has been laid-off will, whether he has been subsequently employed within the bargaining unit or not, be eligible for re-entry into the apprenticeship Plan when there is an increase in the number of apprentices in his trade, subject to his time served in the Apprenticeship Plan.
20. All apprentices will be registered with the Registration Agency and the appropriate educational institute. The Company will pay on behalf of apprentices covered by this Apprenticeship Plan, registration fees and/or tuition required in connection with related instruction under the Apprenticeship Plan.

21. Individuals may be selected to serve as apprentices for the purpose of developing skilled journeymen in the following trades:

Industrial Electrician

General Machinist

Industrial Mechanic (Millwright)

Machine Fitter

**APPENDIX “F”**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**BABCOCK & WILCOX CANADA**  
**and**  
**UNITED STEELWORKERS LOCAL 2859**  
**“INSPECTION GROUP”**

It is agreed between the Company and the Union that the following will apply to the revised Inspection group Job Classification system:

1. The Inspection Group Job Classification system will be designed as follows:

<b>Job Classification</b>	<b>Requirements</b>	<b>Job Class</b>
General Inspection	No Tickets	3
Level A	MT2 or PT2 or CWI (CWB) LV 2 or CEDO	5
Level B	MT2 and PT2	9
Level C	RT2 and/or UT2	10
Level D	RT2 and UT2 and MT2 and PT2	11

The prerequisite for employees posting into General Inspection is a minimum of grade 12 (or equivalent) plus proof of successful completion of a minimum of forty (40) hours of classroom training in an applicable inspection method as listed above.

2. Employees whose initial position under the former Job Classifications (as shown below) will move into the revised Job Classification the week following ratification of this agreement, based on their qualifications as of this date. All inspection employees will have their wages red circled at their Job Class in effect as of August 31, 2014 until September 1, 2016.

<b>Former Job Classification</b>	<b>Former Job Class</b>
Inspector LV 2	19
Inspector LV 3	20
Inspector RT - B	19
Inspector NDE - C	21

See Appendix A for mapping of employees based on current qualifications.

3. To provide employees with the opportunity to obtain qualifications, layoffs and recalls based on Level will be implemented on January 1, 2017 In the event there are employees on layoff with recall rights to Inspection as of January 1, 2017 new layoff notices will be issued based on employee qualifications and employees will be recalled based on their Job Classification and seniority.

4. Effective January 1, 2017 layoffs will be issued by inspection level starting at General Inspection and then to the employee with the least amount of seniority within the level. Once all employees at the General Inspection level have been issued notice of layoff, layoffs move to the next level (Level A) and to the employee with the least amount of seniority at that level. Employees currently on Layoff from the Inspection group will be recalled starting with the highest level inspector with the most seniority.
5. An employee seeking promotion from one level to the next must notify Labour Relations in writing. Senior employees will be considered for training first. The company will book courses, workshops and CGSB exams in consultation with employees. It will be the responsibility of the employee to prepare for courses and CGSB examinations on their own time. Employees will be eligible for course tuition, workshop fee, and CGSB exam fee reimbursement upon proof of passing/ completion and will be paid for time away from work to a maximum of three weeks per year per employee. For each attempt of writing their CGSB exams, the Company will reimburse the cost of one set of examinations plus one rewrite and cover the employee's time away from work. Travel expenses associated with the completion of

courses, workshops and examinations will be paid by the company. Employees will be responsible for the cost of additional rewrites and will not be reimbursed for additional time away from work; however, the Company will grant an approved leave to cover the absence.

6. Employee training will be monitored by the Joint Training and Development Committee in consultation with two representatives from the Inspection group (one Management and one Union). The two representatives will attend meetings monthly. The Committee will provide input on areas of the training/qualification processes requiring improvement. For the efficiency of operations the Company reserves the right to limit the number of employees released for training.
7. Promotions from one level to the next are dependent on proof of successful completion of NDE course work and CGSB theoretical and practical exams, not hours worked. Hours worked towards full CGSB certification are the responsibility of the Company.
8. Overtime will be distributed by the respective Cost Centre and Job Classification starting with the available employee with the least number of hours holding the necessary qualifications. Shift preference will be according to article 8.07.

The Parties hereto agree to the above as binding on the Company, the Union and any employees affected by the terms hereof.

**APPENDIX "G"**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**BABCOCK & WILCOX CANADA**  
**and**  
**UNITED STEELWORKERS**  
**LOCAL 2859**  
**"JOB CLASSIFICATION"**

It is agreed between the Company and the Union that the following will apply to the revised Job Classification system (excluding Inspection which is covered under a separate MOA):

9. The Job Classification system will be designed as per Appendix A (attached).
10. Core skills for each Job Classification will be designated as per Appendix C (attached).
11. Employees whose initial position or current position under the former Job Classifications will map over to the revised Job Classifications effective one week from date of ratification (except for Employees mapping to Maintenance Technician). Wages will red circled until September 1, 2016.

See Appendix B for mapping of employees based on the below categories:

- Active employees currently working in their initial position
  - Active employees currently working in a bump position with recall rights to their initial position and Any 1.
  - Employees on layoff (out the door) with recall rights to their initial position, plus Any 1 or Any 2 positions
  - On Sept 1, 2014 employees with seniority will be offered recall to their initial position if available
12. Effective September 1, 2014 employees shall have recall rights to their initial position (as per Appendix "A") without meeting all the Core Skills requirements. These employees will participate in a training program to cover gaps in the Core Skills.
- Effective September 1, 2014 employees shall have recall rights to a non-initial job within the Proposed Job Classification system without meeting all the Core Skill requirements if they have held within the past 5 years a Former Job Classification as listed in Appendix A. All other recall rights will be based on employees meeting all the Core Skills of the new Job Classification system.

13. Up until September 1, 2016, employees recalling, bumping or posting will receive the rate of the lowest red circled employee in the Job Classification. Learner rates will be as per Article 24. The term “standard hourly rate” outlined in Article 24 will be the rate of the lowest red circled employee in the Job Classification until September 1, 2016.
14. Effective September 1, 2014 employees shall have bumping rights to the Proposed Job Classification system without meeting all the Core Skill requirements if they have held within the past 10 years a Former Job Classification as listed in Appendix A. All other bumping rights will be based on employees meeting all the Core Skills of the new Job Classification system.
15. Records verifying the qualifications of an employee to meet all the Core Skills of the job must be present in the employee’s personnel file prior to the posting date of the layoff notice or prior to being recalled.
16. Layoffs in each Job Classification will be according to seniority.
17. Employee training will be monitored by a Joint Training and Development Committee that will meet regularly to review training needs and provide recommendations. The committee



will consist of three (3) employee and three (3) Company representatives. The Union representatives will be chosen by the Union executive. The committee will ensure the required training is completed in a pre-determined time frame. Time frames for learner periods will be determined by the committee. It is the responsibility of the company to ensure training is provided within the job classifications. Time spent by the Union outside of regularly scheduled meetings will be pre-approved by Operations management.

18. The revised Job Classification of Maintenance Technician will be implemented gradually as it requires outside certification.- Employees will move into the revised classification of Maintenance Technician once full certification is achieved.
19. Shift Preference will be according to article 8.07.
20. Overtime will be according to article 16.06 (b).

The Parties hereto agree to the above as binding on the Company, the Union and any employees affected by the terms hereof.

**Pay Rate  
Effective  
Sept 01, 2014**

<b>Former Job Classification</b>	<b>Proposed Job Classification</b>	<b>Proposed Job Class</b>	<b>Pay Rate Effective Sept 01, 2014</b>
Helper General Tool Crib Attendant Tooling Coordinator Production Clerk	Helper General	1	\$23.38
Grinder Grinder Manipulator Tube Prep LV 1 Utility	Utility	2	\$25.86
Weld Monitor	Weld Monitor	3	\$27.57
QC Coordinator	QC Coordinator	4	\$29.30
Crane Operator Slinger Material Handler Machinist LV 1 and 2	Crane Operator Material Handler Machine Operator	5	\$30.18
Paint Booth Operator	Paint Booth Operator	5	\$30.18

Machine GTAW Membrane LV 1 and 2 Overlay Welder Position Welder Seal Welder Semi Auto Tube Butt LV 1 and 2 Submerged Arc LV 1 and 2 Welder AP	Semi Auto Welder	5	\$30.18
Shipper Receiver	Shipper Receiver	5	\$30.18
Tube Preparation LV 2 and 3	Tube Preparation	5	\$30.18
Stress Reliever Heat Treating Equipment LV 1 Heat Treating Equipment LV 2	Heat Treating Equipment Attendant	6	\$31.08

Production Detailer LV 1 and 2	Production Detailer	6	\$31.08
Tube Assembler LV 1 and 2 Fitter Welder Fitter LV 1, 2, 3	Fitter	7	\$31.98
Forge Bender Roller Tube Fitter/Forming Machine Operator LV 1 and 2	Forming Machine Operator	7	\$31.98
Layout Developer Layout Man Tube Assembly Headers LV 1 and 2	Layout	8	\$32.86
Robotic Equipment Operator	Robotic Equipment Operator	8	\$32.86
RT UT Welder RT/UT Welder Fitter	RT/UT Welder Fitter	8	\$32.86
Gauge Lab Controller	Gauge Lab Controller	9	\$34.69

Machinist LV 3	Heavy Machine Operator	10	\$35.64
Welding Specialist Weld Special Processes	Welding Specialist	10	\$35.64
Maintenance Fitter LV 1, 2, 3 Electronic Repair Man LV 1, 2, 3	Maintenance Technician	11	\$39.38

<b>Former Job Classification(s)</b> Crane Operator Slinger Material Handler	<b>New Classification</b> Crane Operator Material Handler	<b>Core Skills</b>
		<ul style="list-style-type: none"> <li>• Determine the weight and size of workpiece; determine required lifting devices; perform pre-operational inspection of material handling devices, overhead cranes, hoists, and gantry cranes</li> <li>• Select and attach material lifting equipment</li> <li>• Prepare shop floor locations; identify, select, and attach material lifting equipment; pick up load</li> <li>• Move load; set down load at job site, on rail carriers, and on wagons or trailers; and, shut down crane when through</li> <li>• Operate measuring and checking equipment</li> <li>• Fork truck operation; required to be licensed in the operation and use of B&amp;W lift truck equipment</li> </ul>

<p>Tube Assembler LV 1 Tube Assembler LV 2 Fitter Welder Fitter LV 1 Fitter LV 2 Fitter LV 3</p>	<p>Fitter</p>	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheets (SIS), Weld Procedure Specifications (WPS); plan and organize the fitting process; identify and verify workpiece material</li> <li>• Identify and verify tubes and workpiece material; plan and organize tube assembly process</li> <li>• Select, use and operate measuring and checking equipment</li> <li>• Select and use layout tools; establish layout lines from existing data points; manufacture a template</li> <li>• Identify, select, and set oxy-acetylene or natural gas pressure settings and cutting tips; pre-heat the workpiece; use oxy-acetylene or natural gas, radiograph, plasma-arc, power cut-off saw, and carbon-arc to cut workpiece</li> <li>• Perform pressure testing procedures</li> <li>• Successfully completed a beginner welder program</li> </ul>
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<p>Forge Bender Roller Tube Fitter/Forming Machine Operator LV 1 Tube Fitter/Forming Machine Operator LV 2</p>	<p>Forming Machine Operator</p>	<ul style="list-style-type: none"> <li>• Read and interpret Work Order, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specification (WPS), and layout developer TAN lines; plan and organize the metal forming/bending process; verify workpiece material</li> <li>• Perform pressure testing</li> <li>• Measuring, checking</li> <li>• Perform flame cutting operations</li> <li>• Perform rolling operations</li> </ul>
<p>Gauge Lab Controller</p>	<p>Gauge Lab Controller</p>	<ul style="list-style-type: none"> <li>• Read and interpret testing and calibration standards</li> <li>• Knowledge and use of precision measuring equipment</li> </ul>



<p>Stress Reliever Heat Treating Equipment LV 1 Heat Treating Equipment LV 2</p>	<p>Heat Treating Equipment Attendant</p>	<ul style="list-style-type: none"> <li>• Read and interpret Work Order, Shop Instruction Sheets (SIS) and thermocouple (TC) layout drawing; plan and organize Gas Furnace Heat-Treating process; identify and verify workpiece material</li> <li>• Layout workpiece; connect thermocouples, perform Hot Check</li> <li>• Move bunks into position; load job</li> <li>• Set up and operate electric furnace</li> <li>• Run heat-treating cycle by: following required procedures; checking that all controllers are operational and functioning; monitoring and checking all controls and gauges; visually checking that thermocouples (TC) is printing on recorder; and ensuring that calculations are being inputting to the computer gradient file; in accordance with company requirements and procedures</li> </ul>
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Machinist LV 3	Heavy Machine Operator	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS)</li> <li>• Knowledge and use of precision measuring equipment</li> <li>• Ability to read and write CNC programming.</li> <li>• Selects appropriate tool and knowledge of feeds and speeds</li> <li>• Demonstrated ability on horizontal and vertical boring machines.</li> </ul>
Helper General	Helper General	<ul style="list-style-type: none"> <li>• Pool position</li> </ul>
Tool Crib Attendant Tooling Coordinator Production Clerk Layout Developer Layout Man Tube Assembly Headers LV 1 Layout Man Tube Assembly Headers LV 2	Layout	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS); identify and verify workpiece material including preliminary heat sheet; produce a rubbing; manufacture a template; develop a sketch; identify and stamp the workpiece; record workpiece material identification; plan out and organize; and perform layout development job</li> </ul>

<p>Machinist LV 1 Machinist LV 2</p>	<p>Machine Operator</p>	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS)</li> <li>• Knowledge and use of precision measuring equipment</li> <li>• Ability to read and write CNC programming. Selects appropriate tool and knowledge of feeds and speeds</li> </ul>
<p>Maintenance Fitter LV 1 Maintenance Fitter LV 2 Maintenance Fitter LV 3 Electronic Repair Man LV 1 Electronic Repair Man LV 2 Electronic Repair Man LV 3</p>	<p>Maintenance Technician</p>	<ul style="list-style-type: none"> <li>• Certificate of Qualification in industrial mechanic and industrial electrician</li> <li>• Level One (Gas Technician GT-1)</li> </ul>

Paint Booth Operator	Paint Booth Operator	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings (special notes), and Shop Instruction Sheet (SIS); plan and organize paint booth process; identify and verify workpiece material</li> <li>• Identify and select paints, solvents and thinners as needed to correctly paint and protect workpiece as specified in the shop instruction sheet (SIS) or work order</li> <li>• Flushing of the paint lines and cleaning equipment as required</li> <li>• Ensure components are suitable for painting purposes</li> </ul>
Production Detailer LV 1 Production Detailer LV 2	Production Detailer	<ul style="list-style-type: none"> <li>• Performs layout operations on feeder tubes</li> <li>• Performs pressure testing of pressure components</li> <li>• Calculates developed tube lengths using mathematics, mathematical tables etc.</li> </ul>

QC Coordinator	QC Coordinator	<ul style="list-style-type: none"> <li>• Interprets specification charts and manuals, Shop Instruction Sheet SIS, purchase order (PO), receiving reports, inspection &amp; test plans, material test reports, letters of compliance and other technical data pertaining to materials received.</li> </ul>
Robotic Equipment Operator	Robotic Equipment Operator	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specifications (WPS), Weld and Rod Cards; plan and organize the Robotic Equipment Operator process; identify and verify workpiece material</li> </ul>

<p>RT UT Welder RT UT Welder Fitter</p>	<p>RT UT Welder Fitter</p>	<ul style="list-style-type: none"> <li>• Read and interpret Route Sheets, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specifications (WPS), Weld and Rod Cards; plan and organize the RT/UT welding process; identify and verify workpiece material; communicate with the team members and shop foreman.</li> <li>• Ability to perform manual welding and repairs to RT UT quality standards and in multiple processes</li> <li>• Perform basic fitting to a pre-established layout</li> <li>• Successfully completed an advanced welding program</li> </ul>
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Shipper Receiver	Shipper Receiver	<ul style="list-style-type: none"> <li>• To have the communication skills required to receive and respond to directions using both verbal and electronic media</li> <li>• Required to be licensed in the operation of lift truck equipment and use of pump trucks and 2 ton overhead crane</li> <li>• The ability to understand the proper storage requirements of materials. Has knowledge of outdoor versus indoor storage, storage of hazardous goods, and storage requirements based on project requirements</li> <li>• Manage and distribute materials from main stores</li> </ul>
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<p>Tube Prep LV 2 Tube Prep LV 3</p>	<p>Tube Preparation</p>	<ul style="list-style-type: none"> <li>• Read and interpret check-off sheets, Work Orders, Drawings, Notes, and Shop Instruction Sheet (SIS); check floor layout; plan and organize bending process; identify and verify workpiece material</li> <li>• Layout workpiece; using standard drawings and 11080 drawings, load workpiece; bend workpiece</li> <li>• Remove workpiece; perform layout check; perform adjustment procedures; recheck to layout</li> </ul>
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<p>Machine GTAW Membrane LV 1 Membrane LV 2 Overlay Welder Position Welder Seal Welder Semi-Auto Tube Butt LV 1 Semi-Auto Tube Butt LV 2 Submerged Arc LV 1 Submerged Arc LV 2 Welder AP</p>	<p>Semi Auto Welder</p>	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specifications (WPS), Welding Card; identify and verify workpiece material, settings, weld head, power source</li> <li>• Check set up of Power Source, Pendant Controls, Welding Head and Torch Head Adjustments</li> <li>• Successfully completed a welding program</li> <li>• Interpret weld beads deposited and make required adjustments to equipment</li> <li>• Demonstrate ability to perform at least one of the below semi-automated welding processes within 40 hours (includes time spent on equipment orientation). 40 hours will be allotted to each additional process:</li> </ul>
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		<ul style="list-style-type: none"> <li>○ SA Tube Butt Welding</li> <li>○ Seal Welding</li> <li>○ Sub Arc <ul style="list-style-type: none"> <li>▪ Long Seam</li> <li>▪ Circ Seam</li> <li>▪ Nozzle Welding/back gouging</li> </ul> </li> <li>▪ Buildups</li> <li>▪ Strip Cladding</li> <li>○ Machine GTAW</li> <li>○ Overlay <ul style="list-style-type: none"> <li>▪ Linear</li> <li>▪ Circular</li> </ul> </li> </ul>
Grinder Grinder Manipulator Tube Prep LV 1 Utility	Utility	<ul style="list-style-type: none"> <li>• Pool position</li> </ul>

Weld Monitor	Weld Monitor	<ul style="list-style-type: none"> <li>• Read and interpret Work Orders, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specifications (WPS), Welding Card; identify and verify workpiece material, settings</li> <li>• Successfully completed a welding program</li> <li>• Computer skills for welding qualification review</li> </ul>
Welder Special Processes Welding Specialist	Welding Specialist	<ul style="list-style-type: none"> <li>• Read and interpret Route Sheets, Drawings, Shop Instruction Sheet (SIS), Weld Procedure Specifications (WPS), Weld and Rod Cards; plan and organize the RT/UT welding process; identify and verify workpiece material; communicate with the team members and shop foreman.</li> <li>• Ability to perform manual welding to RT UT quality standards and in multiple process</li> </ul>

		<ul style="list-style-type: none"><li>• Perform basic fitting to a pre-established layout</li><li>• Successfully completed an advanced welding program</li><li>• Demonstrate ability to perform welding and/or weld repairs to very close tolerances and requiring repetitive high performance with limited access to surfaces to be welded (inside drums etc.)</li><li>• Successfully complete a three person panel interview including reference checking, and review of employee records</li><li>• Demonstrate competence in training other employees</li></ul>
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**APPENDIX “H”**  
**Babcock & Wilcox Canada Ltd.**  
**to**  
**United Steelworkers Local 2859**  
Concerning Closure Agreement Language  
August 25, 2014

Babcock & Wilcox Canada Ltd. [“the Company”] and USW Local 2859 [“the Union”] agree that if the Company ceases all manufacturing production the following provisions will take effect:

**Employee Records**

- 1) The Company will retain all employee records, including disability and Workplace Safety and Insurance Board records, for a period of seven (7) years from the date of closure. Any personal health records will be managed in accordance with the law.

Reasonable access to such employee records shall be provided to the Union upon notice. In no event will the Company deny the Union access to such records where the employee gives permission to release such records.

**Bargaining Rights**

- 2) In the case of a closure, should the Company or its successor re-open the operation at the same site or a site within the geographic scope of the

bargaining unit description in the last collective agreement at any point within three (3) years from the date of closure, the Union will have bargaining rights at the plant location. If this Collective Agreement is still in force at the time of the reopening then it will apply. If the Collective Agreement has expired then either party may give notice to bargain. Should the re-opening of a substantially similar operation occur after three (3) years, the Company will meet with the Union and discuss the applicability of these bargaining rights and its obligations, if any, under the Labour Relations Act.

### **Recall Rights**

- 3) At the date of closure, a terminated employee who has not severed their employment will maintain their recall rights for the length of time as set out in the agreement. An employee who has accepted severance pay will have no further recall rights.

### **Termination and Severance Pay**

- 4) All active employees will receive eight (8) weeks' notice of termination or pay in lieu of notice, unless the Employment Standard's Act provides a greater benefit.
- 5) In addition upon closure employees will be offered a severance, as set out below, in exchange for waiving their recall rights.

All active employees will receive 1.75 weeks of regular non-overtime pay, inclusive of ESA severance, for each year of service up to a maximum of 26 weeks. A fraction of a year of service will qualify towards the calculation and will be prorated. This is inclusive of any amounts of severance payment or payments related to severance required under federal or provincial legislation for a closure.

Sample calculation A

Date of hire	1/1/1988	
Date of terminaton	2/15/2018	
Total Service	30.12	
Capped	26.00	
Weekly non-overtime pay	\$31.98	(JC 17)
1.75 weeks per year of service	1.75	
Severance	\$ 58,203.60	(26 x \$31.98 x 40 hours x 1.75)

(above calc. assumes employee worked the 8 week notice period.)

Sample calculation B

Date of hire	1/1/1998	
Date of terminaton	2/15/2018	
Total Service	20.12	
Capped	26.00	
Weekly non-overtime pay	\$31.98	(JC 17)
1.75 weeks per year of service	1.75	
Severance	\$ 45,040.63	(20.12 x \$31.98 x 40 hours x 1.75)

(above calc. assumes employee worked the 8 week notice period.)

- 6) If an employee finds employment after the plant closure announcement but prior to date of closure and s/he gives the Company two weeks' notice in writing, s/he shall be entitled to severance as outlined above.
- 7) The Company agrees that an eligible employee may complete a direction under the Income Tax Act regarding any termination pay and severance pay and the employee's entitlement will be paid directly into an RRSP or retirement vehicle chosen by the employee.

### **Pension**

- 8) The employer will provide a 1-800-phone number to handle pension questions and employees will receive a current pension statement from the Babcock & Wilcox Canada Hourly-Paid Employees' Pension Plan following the commencement of the notice period

### **Health and Group Insurance Benefits**

- 9) Upon termination, the Company will maintain the current health care (excluding Weekly Indemnity & LTD) and group insurance benefits for active employees until the end of the month in which the closure occurs and for the two full months following. Employees will have the option to purchase life insurance without a medical exam within 31 days of the exhaustion of the Company covered life insurance benefits.



- 10) The Company will maintain benefit coverage for retirees upon closure. Active employees who retire and who are eligible for an immediate pension qualifying them for retiree benefits from the Babcock & Wilcox Canada Hourly-Paid Employees' Pension Plan and employees on disability who retire at a future date will be eligible for retiree benefit coverage as per the plan provisions.

### **Employees on Disability**

- 11) An employee in receipt of Weekly Indemnity (WI) or Long Term Disability (LTD) benefits at the time of notice of closure will continue to receive such disability benefits, provided the employee qualifies for disability. An employee on WI at the time of notice of closure will be eligible to apply for LTD upon the exhaustion of WI and will receive LTD if s/he meets the qualifications as in place at the date of closure. An employee who becomes disabled following the notice of closure will be entitled to WI benefits up to the date of closure.
- 12) An employee in receipt of WI or LTD is also eligible for termination pay and severance pay as outlined above in the event they are no longer disabled prior to age 65. In calculating the severance payment, years of service shall include the period during which the employee was in receipt of disability benefits.
- 13) Health Care and life insurance benefits currently in

effect for employees on disability will continue so as long as the employee was approved for disability benefits prior to notice of closure being announced.

### **Workplace Safety and Insurance Board Benefits (WSIB)**

Employees in receipt of WSIB benefits will be covered as per The Workplace Safety and Insurance Act.

### **Vacation**

14) Any vacation pay which is earned and owing will be paid upon closure.

### **Grievances**

15) The parties will attempt to resolve all outstanding grievances within four (4) weeks of closure. Those grievances not settled within the four (4) week period will be referred to arbitration. Each party will provide the other with the names of ten (10) arbitrators that they would propose hear grievances and the other party must select four (4) from the list – creating a pool of eight (8) arbitrators who will be used in rotational order if necessary until all grievance arbitrations are assigned.

### **Labour Adjustment**

18) The Local Union Chair will be released from all work responsibilities following the notice of closure. The Chair, along with the Human Resources Director or designate, will meet immediately to establish a series of regular Labour Adjustment meetings and

to discuss the resources needed during the closure period to support employees in labour adjustment and seeking new roles. This will include seeking any government supports available, discussing and arranging release time for job interviews, and other related supports. The Chair and the HR Director will create a visible Labour Adjustment notice area in the workplace and will jointly seek input and provide information to all employees throughout the closure period.