

SOURCE	Union		
EFF.	98	07	01
TERM.	2002	04	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

## SHOP WORK AGREEMENT

### ARTICLES OF AGREEMENT GOVERNING

**Weatherford Canada Limited  
(Weatherford Compression)  
Calgary, Alberta  
(hereinafter referred to as the "Company")**

and

**International Brotherhood of Boilermakers,  
Iron Shipbuilders, Blacksmiths, Forgers,  
and Helpers, Local 146, A.F. of L., C.I.O.  
(hereinafter referred to as the "Union")**

**EFFECTIVE: July 1st, 1998 - June 30th, 2002**

RECEIVED  
OCT 27 1998  
April 14, 2000 (56)

01778(07)

## TABLE OF CONTENTS

Article 1 - Recognition, Scope And Purpose <del>CE</del> Agreement	1
Article 2 - Management	1
Article 3 - Responsibilities Of The Employee	2
Article 4 - Hours Of Work	2
Article 5 - Shift Work	4
Article 6 - Overtime And Designated Holidays	4
Article 7 - Vacations	6
Article 8 - Wages, Health And Welfare	7
Article 9 - Union Security	7
Article 10 - Transfers	8
Article 11 - Working Conditions	9
Article 12 - Breakdown And Call-out	10
Article 13 - Seniority	10
Article 14 - Shop Committee	12
Article 15 - Grievance Machinery - Arbitration	13
Article 16 - Duration Of Agreement	14
Article 17 - Union Label	15
Article 18 - No Strikes Or Lock-outs	15
Article 19 - General	15
Schedule A - Job Classifications And Wage Rates	17
Schedule B - Dates Of Holidays	22
Schedule C - Benefits	23
Letter of Understanding	25
Letter of Understanding	26
Letter of Understanding	27
Letter of Understanding	29

This agreement, governing wages and working conditions in the Company's Fabrication Plant in Calgary, Alberta shall govern relations between the Union and the Company.

## **Article 1 - Recognition, Scope And Purpose Of Agreement**

- 1.01** The Company recognizes the Union as the sole bargaining agent for its fabrication operation in Calgary for employees covered by certification order number 8-92 of the Alberta Labour Relations Board dated January 10, 1992, namely "All employees in Calgary except office, sales, quality control, engineering, security, foremen and supervisors".
- 1.02** For purposes of this Agreement, the term "Employee" does not include Foremen, Supervisors, Office and Sales Personnel, Engineering and Quality Control Personnel, Watchmen and Security Personnel.
- 1.03** The Union agrees to co-operate with, and assist in every legitimate way, the Company to conduct a successful business, bearing in mind that both parties must give service to the public.
- 1.04** This Agreement shall cover all hourly paid employees as listed under Article 8 - Wages, and within the jurisdiction of the Local 146 and shall pertain to no others. Service Division employees are excluded from the scope of this Agreement.

## **Article 2 - Management**

- 2.01** It is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of manufacturing, and the methods and means of manufacturing, are solely and exclusively the responsibility of the Company.
- 2.02** The Company has the right to make and alter from time to time, the rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement.
- 2.03** It is an exclusive function of the Company to hire, promote, demote, transfer, suspend, discipline or discharge for cause, employees in the bargaining unit, subject to this Agreement.
- 2.04** Nothing in this Agreement shall be interpreted to prejudice other unspecified traditional rights of Management.

### Article 3 - Responsibilities Of The Employee

- 3.01** The employee must accept reasonable responsibility for the tools furnished by the Company and must report the loss of any of these tools immediately to his supervisor.
- 3.02** An employee may be disciplined for just cause. If an employee is given a written warning, a suspension or is dismissed, he shall have a Shop Steward (or alternate) in attendance at the time such action is taken by the Company. Written warnings will be removed from an employee's record within a period of twelve (12) months if the employee **has** not received any further written warnings or suspensions within the twelve (12) month period. Suspension notices will be removed from an employee's record within a period of thirty-six (36) months.

### Article 4 - Hours Of Work

- 4.01** This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

8 A2  
40

Eight (8) hours of work per day shall constitute a normal day's work. Forty (40) hours of work per week shall constitute a normal week's work. The Company shall notify the Union prior to any change in starting or finishing time. Starting and quitting times shall be changed by mutual agreement in writing. The Company may also vary starting and finishing times to provide for an overlap to accommodate a work transition when more than one (1) shift is operating.

The normal hours of work shall be as follows:

#### NORMAL DAY SHIFT:

8 B2  
7

7:30 to 9:30	Assigned Duties
9:30 to 9:40	Paid Break
9:40 to 12:00	Assigned Duties
12:00 to 12:30	Unpaid Lunch Break
12:30 to 2:30	Assigned Duties
2:30 to 2:40	Paid Break
2:40 to 4:00	Assigned Duties

NORMAL AFTERNOON SHIFT IF EMPLOYEES WITHIN AN AREA OF THE PLANT ARE WORKING A TWO SHIFT OPERATION:

4:00 to 6:00 Assigned Duties  
6:00 to 6:10 Paid Break  
6:10 to 8:00 Assigned Duties  
8:00 to 8:20 Lunch Break (**half** paid)  
8:20 to 10:30 Assigned Duties  
10:30 to 10:40 Paid Break  
10:40 to 12:10 Assigned Duties

NORMAL AFTERNOON SHIFT IF EMPLOYEES WITHIN AN AREA OF THE PLANT ARE WORKING A THREE SHIFT OPERATION:

4:00 to 6:00 Assigned Duties  
6:00 to 6:10 Paid Break  
6:10 to 8:00 Assigned Duties  
8:00 to 8:20 Paid Lunch Break  
8:20 to 10:30 Assigned Duties  
10:30 to 10:40 Paid Break  
10:40 to 12:00 Assigned Duties

*f.c.s.*

NORMAL NIGHT SHIFT:

11:30 to 1:30 Assigned Duties  
1:30 to 1:40 Paid Break  
1:40 to 3:00 Assigned Duties  
3:00 to 3:30 Paid Lunch Break  
3:30 to 5:30 Assigned Duties  
5:30 to 5:40 Paid Break  
5:40 to 7:30 Assigned Duties

Employees shall be at their work stations at the start of their shifts and at the start of assigned duties **following** lunch and paid breaks.

**4.02** An employee shall not be required to work during his regular lunch break except in emergency or special circumstances in which case, he will receive a reassigned lunch break.

**4.03** A cleanup period for the purpose of returning tools and equipment to proper storage locations and tidying up work areas will be **allowed** on designated equipment at the end of each shift. Work area, plant cleanup **and/or** tool return time **allotments** prior to the end of a shift shall be determined by the Foreman or his alternate. This **cleanup** period is not to be construed or used for **personal** wash up and employees may not leave their normal working area until the "End of Shift Whistle" has sounded.

*f.c.b.*

## Article 5 - Shift Work

- 5.01** Where **two** (2) or three (3) shifts are working, the first (1st) or day shift shall be paid at the applicable rates as set out in Article 8.
- 5.02** The second (2nd) shift shall be paid a premium of **seventy-five cents** (\$0.75) per hour in addition to the rate set out for the classifications listed in Appendix "A" for all hours worked on this shift.
- 5.03** The third (3rd) shift shall be paid a premium of one dollar (\$1.00) per hour in addition to the rate set out for the classifications listed in Appendix "A" for all hours worked on this shift.
- 5.04** When an employee is requested to change shift in the middle of the week, and there is less than an eight (8) hour break between shifts, then he shall be paid at the appropriate overtime rate for the following shifts until he has had an eight (8) hour break. **Alternatively, if an** employee does change shift and he has his eight (8) hour break, but works less than eight hours, then he shall be paid the full eight (8) hours. This Article will not apply in the case of call-ins.
- 5.05** When an employee is required to work overtime following his regular shift and the overtime is expected to last **two** (2) hours or more, he shall be entitled to a ten (10) minute coffee break prior to the start of overtime.

## Article 6 - Overtime And Designated Holidays

- 6.01** All hours worked before or after an employee works eight (8) straight-time hours in a day shall be termed overtime unless the employee is sent home prior to the end of his regular shift.
- 6.02** All overtime Monday to Friday will be paid at (1 1/2X) one-and-one-half times the normal base rate for the first **two** (2) hours and (2X) double time thereafter. **All** work on Saturday will be paid at (1 1/2X) one-and-one-half times the normal base rate for the first eight (8) hours and (2X) double time thereafter. All work on Sunday will be paid at (2X) double time the normal base rate.
- The Company will endeavour to schedule eight (8) hours of work on Saturday where possible.
- 6.03** When an employee is requested to work overtime with less than eight (8) hours notice and the employee works more than **two** (2) hours of overtime, he shall be

*g.d.*

entitled to a thirty (30) minute paid lunch period commencing two (2) hours after the end of his shift. The Company will provide a \$10.00 meal allowance or the option of a hot meal and an additional \$10.00 meal allowance or the option of a hot meal for every four (4) hours thereafter.

**6.04** An employee covered by this Agreement shall receive pay for the following designated holidays when not worked.

*12 A / 11*

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

For each recognized holiday eight (8) hours at normal straight time rate will be paid to all full time employees who have worked for the Company for at least thirty (30) work days except those employees:

- (i) Who were scheduled to work on the holiday and failed to do so except for reasons acceptable to the Company.
- (ii) Who are absent without permission during their scheduled shift immediately preceding or succeeding the holiday.
- (iii) Who are:
  - 1) Receiving Worker's Compensation.
  - 2) On leave of absence.
  - 3) On lay-off.
  - 4) Receiving weekly indemnity.
  - 5) Receiving long term disability.

*925 / ohus*

Employees required to work on these days shall receive double their regular rate of pay for hours worked plus eight (8) hours pay at their regular rate of pay.

**6.05** The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the starting time of the regular shift on the day which is recognized as a holiday. The schedule of holidays will be celebrated in accordance with Schedule "B".

**6.06** There shall be no pyramiding of premiums for the purpose of computing overtime.

**6.07** When there are two (2) shifts employed, each shift shall work one half (1/2) of their regular shift consecutively on Christmas Eve Day (December 24th) and New Year's Eve Day (December 31st), in order to avoid the necessity of working until midnight. Each shift shall receive pay for the hours worked.

## **Article 7 - Vacations**

**7.01** For the purpose of this Article, the term "Year of Entitlement" shall refer to the 12-month period from May 1st through April 30th.

— Employees shall not become entitled to vacation until the completion of a year of entitlement. Vacation pay shall be the stipulated percentage of an employee's gross pay for a one-year period prior to the last pay preceding April 30th. Vacation pay for the Year of Entitlement ending April 30th will be paid to each employee twice per year during the first week of May and during the first week of November of each year on a separate cheque.

For the purpose of this Article, "Gross Pay" is defined as the amount of money earned by the employee for all hours worked calculated on a straight-time basis.

**7.02** Employees shall be entitled to the following vacation pay and vacation leave periods:

Less than one (1) year - 4% of gross pay with vacation leave period equal to pro-rata working days.

12B/3 One (1) year's seniority, but less than three (3) years seniority - four percent (4%) of gross pay with ten (10) working days vacation leave period.

4 Three (3) years seniority but less than eight (8) years seniority - six percent (6%) of gross pay with fifteen (15) working days vacation leave period.

5 Eight (8) years seniority but less than fifteen (15) years seniority - eight percent (8%) of gross pay with twenty (20) working days vacation leave period.

6 Fifteen (15) years seniority and up - ten percent (10%) of gross pay with twenty-five (25) working days vacation leave period.

**7.03** Where the employment of an employee is terminated, he shall receive vacation pay at 4%, 6%, 8%, or 10% of his gross pay as stipulated in this Article for which no vacation pay has been paid.



- 7.04** As far as possible, employees shall be granted their choice of vacation leave periods according to their seniority, but the right to allocate vacation leave periods ~~is~~ reserved by the Company in order to ensure efficient and continuous operation of the plant.
- 7.05** In the event that the Company wishes to close or partially close the plant for summer vacations, the Company will post a notice giving the dates sixty (60) calendar days prior to commencement of such closure.
- 7.06** An employee shall qualify for vacation leave after one (1) year's continuous service with the Company. It shall be mandatory for the employees to take such vacation to which he is entitled after qualification, before the completion of the next twelve (12) months of service. Notwithstanding the foregoing, any employee with less than one (1) year's service and on the payroll as of April 30th, shall receive four percent (4%) of gross wages up to April 30th and one (1) day vacation leave per month of service up to a maximum of ten (10) days.

## **Article 8 - Wages, Health And Welfare**

- 8.01** The wages and classifications covered by this Agreement shall be in accordance with Schedule "A" attached hereto.
- 8.02** Employees shall be paid in accordance with the established shop pay day. In no case shall more than ten (10) regular working days be held back in any one payroll period.
- 8.03** Health and Welfare - See Appendix "C".

---

## **Article 9 - Union Security**

- 9.01** The Company agrees to employ only members in good standing with the Union, who will at all times assist the Company to secure competent Boilermakers and Helpers. Should the Union find it impossible to secure the necessary Boilermakers and Helpers within twenty-four (24) hours, the Company may hire such Boilermakers and Helpers as are available, with the understanding that the new employee will become a member of the Union subject to Article 9.02. The Company shall deduct in accordance with the appropriate section of the Alberta Labour Code, the amount of dues and levies as may be authorized from the first pay period of each month and forwarded with the social insurance numbers to the Secretary-Treasurer of Local 146, 7004T - 5th Street S.E., Calgary, Alberta T2H 2G3, before the fifteenth (15th) of the month.

1A2

1C

- 9.02** All new and recalled employees must report to the Union office and sign application for membership and check-off dues before going to work. All new employees must also report to the Shop Steward before going to work and hand over the Steward's copy of the job slip.
- 9.03** When shop employees are to be used on outside construction, the Union shall be notified by Management.
- 9.04** An employee who will not be at work on his normal shift, due to illness or other reasons must notify his foreman or supervisor prior to the start of shift, unless due to Acts of God or condition beyond his control he is unable to do so.
- 9.05** All permanent job vacancies shall be posted on the bulletin board giving classifications, shift and rate of pay. Such postings shall remain for a period of twenty-four (24) hours, during which time employees bidding on the job shall sign the job posting form. Among applicants who meet the qualifications of the posting, if ability and experience are approximately equal, seniority shall govern such appointments. If, in the opinion of the Company, there are no bidders qualified to perform the job in question, the Company may fill the job by hiring a new employee or by voluntary transfer. Employees shall not be permitted to transfer to a new job classification more than once per year as a result of selection through a job posting. It is understood the Company may assign employees to any duties within their job classification for which they are qualified.
- 9.06** Co-operative meetings between Management and Shop Committee shall be held at least once each quarter, or as required.

## **Article 10 - Transfers**

- 10.01** If work in a lower paid classification is temporarily assigned to an employee, the employee shall receive his regular rate of pay.
- 10.02** If work in a higher paid classification is temporarily assigned to an employee, the employee shall receive not less than the minimum rate of the higher classification, while holding this classification. It is recognized that the normal work of one classification may involve some of the work of a higher classification and that this normal overlap of job functions does not constitute a temporary assignment to a higher paid classification. Persons who are apprenticing or otherwise learning the skills of a fully qualified person, shall not be regarded as having been temporarily assigned to the job performed by such fully qualified persons.

## Article 11 -Working Conditions

- 11.01** When an employee meets with an accident during working hours, he shall be entitled to receive a full days pay for the day he sustained such injury, if he returns to work immediately following treatment or if a Medical Doctor forbids him to return to work that day. Follow-up treatments will be received before or following working hours.
- 11.02** Compensation regulations shall apply and their provisions shall be considered as minimum requirements.
- 11.03** Upon successful completion of the probationary period and then annually thereafter, each employee will be allowed up to one hundred twenty five dollars (\$125.00) towards the purchase of work clothes and safety footwear. The above allowances are subject to the Company receiving acceptable receipts. The Company will continue its current practice of supplying work gloves.
- 11.04** The Company agrees that no employee shall lose wages by reason of serving on a jury or under a crown subpoena and accordingly, the Company shall pay the difference between whatever compensation the employee received for serving on a jury and the regular amount of wages as would be normally earned for a maximum of five (5) days.
- 11.05** In the event of the death of an employee's wife, child, mother, father, brother or sister, such employee shall receive three (3) days off with regular pay. In the event of the death of an employee's grandmother, grandfather, mother-in-law or father-in-law, such employee shall receive one (1) day off with regular pay where the employee attends the funeral. If an employee of the Company is requested to serve as a pallbearer of a fellow employee on regular working day, he shall receive one (1) day off with regular pay. The above shall not apply if the employee is on vacation or leave-of-absence.
- 11.06** Prescription safety glasses will be supplied to all seniority employees who require them, provided the employee provides his own prescription and purchase of these glasses is made through the Company from a firm and style chosen by the Company. Employee must exercise reasonable care of the frames and lenses. Replacement and repair for frames and lenses broken on the job shall be at the Company's expense where reasonable care of the glasses has been exercised by the employee.
- 11.07** It shall not be the Company's intention to have non-bargaining unit personnel, including foremen, performing bargaining unit work in other than situations involving instruction, inspection or troubleshooting, or where there is an element

20  
1-3

of urgency or emergency to the work which may affect the safety of employees or the protection of plant property.

## Article 12 - Breakdown And Call-out

**12.01 BREAKDOWN.** Any employee who reports for work at his regularly scheduled time will be entitled to four (4) hours pay or work unless he was previously notified not to report for work or unless the unavailability of work is due to acts of God or conditions beyond the control of the Company.

**12.02 CALL-OUT.** Any employee who is called out for work outside his normal shift, shall be paid for four (4) hours at the employee's straight-time hourly rate, or for hours actually worked at the rate of pay as per Article 8, whichever is the greater, in such cases, Article 5:05 will not apply.

## Article 13 - Seniority

100  
**13.01** Seniority in a job classification shall govern layoffs and recalls provided the employee is qualified for the available work. An employee shall not be entitled to seniority rights until he has been continuously employed for a period of sixty (60) working days and then his seniority shall date back to the date of hiring.

- Separate seniority lists shall be kept for the job classifications listed in Appendix "A". In the case of a layoff, each list shall be considered a separate unit. The seniority lists shall be posted on the notice board and a copy of each list shall be forwarded to the Secretary-Treasurer of the Union every three (3) months. The lists shall be posted on the notice board and revised every three (3) months and in the event that the said list is not challenged within a period of seven (7) days after the list has been posted, by any employee whose name has been added to the list, the said seniority list shall be deemed final and conclusive in respect of such employees henceforth. Employees who are absent for any reason when the list is posted shall be given seven (7) days to challenge the list after returning to work.

1 A 2 Should it be necessary to reduce the working forces on the job, the Company shall lay-off their employees in the following sequence:

1. The Non-Member/Permit in a Classification.
2. Travel Card Members from other Locals in a classification.

3. Members of Local 146 except that consideration must also be given to retaining sufficient employees in each job classification to suit the nature of the work remaining.

**13.02** An employee shall lose his seniority and be terminated if:

- (1) He voluntarily quits.
- (2) He is discharged and not reinstated through the grievance procedure.
- (3) He is absent from work for three (3) consecutive working days unless he notifies the Company of the cause of his absence and that cause is reasonable.
- (4) He fails to report to work within three (3) working days of notice being sent to his last known address.
- (5)
  - (a) An employee who has completed his probationary period and has less than one (1) year's seniority has been laid off for more than two (2) months.
  - (b) An employee with one (1) or more year's seniority but less than three (3) years has been laid off for more than twelve (12) months.
  - (c) An employee with three (3) or more years' seniority has been laid off for more than fifteen (15) months.

**13.03 (1)** In advance of any lay-off expected to exceed sixty (60) days duration, the affected employees will receive notice of such layoffs as follows:

- (a) one (1) week, if the employee has been employed by the Company for more than three (3) months but less than two (2) years,
- (b) two (2) weeks, if the employee has been employed by the Company for two (2) years or more but less than four (4) years,
- (c) four (4) weeks, if the employee has been employed by the Company for four (4) years or more but less than six (6) years,
- (d) five (5) weeks, if the employee has been employed by the Company for six (6) years or more but less than eight (8) years,

- (e) six (6) weeks, if the employee has been employed by the Company for eight (8) years or more but less than ten (10) years, or
- (9) eight (8) weeks, if the employee has been employed for ten (10) years or more.

If the Company cannot provide work for these employees for the full period of notice the employee will receive pay at his regular rate for the regular shifts not worked.

- (2) The Company will advise the Shop Steward of the names of employees laid off, terminated, or recalled as said events occur.
- (3) Lead hands will be exempt from seniority rules on layoff as long as the status of lead-hand is retained and he held such status at least twelve (12) months prior to layoff provided he is qualified to perform the required work.

**13.04** Employees promoted to positions which are exempt from this Agreement shall retain seniority rights accumulated to the time of their promotion and shall continue to accumulate seniority for an additional period of up to one (1) year.

## Article 14 - Shop Committee

**14.01** The importance of the Union maintaining at all times a Shop Committee, consisting of qualified employees of the Company familiar with plant conditions, is recognized.

**14.02** The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not more than two (2) employees who have a minimum of six (6) months seniority with an additional member to serve as an alternate in the absence of one (1) of the regular Shop Committee members. When more than fifty (50) employees are employed, the Committee shall consist of three (3) employees who have a minimum of six (6) months seniority with an additional to serve as an alternate in the absence of one (1) of the regular Shop Committee members. Owing to the nature of the work of this Committee, it is deemed important that they not be affected by lay-off. Therefore, in the event of a lay-off the regular Shop Committee members (but not the alternate) shall be the last employees on the job, regardless of their classification, provided that they have the immediate ability to perform available work. Shop Committee members will be allowed reasonable time to attend to Union business, on

1 D 3/4 P

Company premises without loss of pay after first obtaining permission from their supervisor.

- 14.03** A **Safety** Committee composed of Company and Union representatives will be established which will be co-chaired by Company and Union representatives. The purpose of the Committee shall be to meet to discuss safety issues, conduct plant safety tours and to review safety procedures and recommend changes or improvement to such procedures and practices as are necessary. They shall meet on a regularly scheduled basis.

## **Article 15 - Grievance Machinery - Arbitration**

- 15.01** "Grievance" means any difference between the parties (Union, employees and the Company) bound by this Agreement, concerning the interpretation, application, operation of alleged violation thereof including any question as to whether the grievance is arbitrable.
- 15.02** It ~~is~~ the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. In light of the foregoing, it is recommended that the grievor attempt to resolve the grievance with his designated Supervisor as soon as possible, however, the foregoing does not constitute a step in the grievance procedure and does not restrict the grievor from processing a grievance in accordance with Article 15.02 Step 1.

- STEP 1** The grievor shall, within five (5) working days with his Shop Steward, discuss the grievance with his Supervisor.
- STEP 2** Failing settlement within two (2) working days of a grievance under Step 1, the particulars of the Grievance shall be set forth in writing and processed by the Shop Steward and one (1) member of the Shop Committee who shall submit the written grievance to the Supervisor within five (5) working days of the date of the incident giving rise to the grievance. The Supervisor shall give the Company's decision within three (3) working days of receipt of written grievance.
- STEP 3** If the decision of the Supervisor is unsatisfactory, then within five (5) working days of the date upon which the Supervisor's decision was rendered, the grievance shall be discussed between an official of the Union, the Shop Steward and the Production Manager or his designate.



**STEP 4** In the event that the grievance cannot be resolved pursuant to Step 3 within four (4) working days of commencement of discussions as set forth in Step 3, then within ten (10) working days thereafter, the matter may be referred by either party to arbitration pursuant to the Alberta Labour Code. Any grievance by the Company or a Union policy grievance shall initially be discussed between a representative of the Union and a representative of the Company and if the matter cannot be resolved, the Company or the Union may proceed to arbitration pursuant to the Alberta Labour Code.

**15.03** Any grievance by the Company or the Union may be commenced within ten (10) working days of the date of knowledge of the incident or matter giving rise to the grievance. Any grievance by the Company or the Union shall commence with a request for a discussion to resolve the grievance. Within five (5) working days of such request, a representative of the Union and the Company shall meet together in an attempt to resolve the grievance. If the grievance is not settled to the satisfaction of either party at this meeting or if the meeting is not held, the grievance shall be put in writing and may be referred to arbitration pursuant to the Alberta Labour Relations Code for a final and binding decision.

**15.04** The arbitrator shall not have the jurisdiction or authority to alter or modify any of the provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The decision of the arbitrator will be final and binding upon the parties and employees affected by it.

**15.05** Each party shall bear an equal share of the fee and expenses of the arbitrator

**15.06** Probationary employees shall not be permitted to file a grievance nor shall the subject of dismissal of probationary employees be the subject of a grievance.

## **Article 16 - Duration Of Agreement**

**16.01** This Agreement shall become effective July 1, 1998 and shall remain in full force and effect until June 30, 2002, and from year to year thereafter unless either party shall, not more than one hundred and twenty days (120) and not less than sixty (60) days prior to the expiry date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice.



**16.02** Where either party notifies the other of the desire to modify or terminate this Agreement, the Agreement shall remain in full force and effect throughout such period of negotiation arising from the said notification in accordance with the provisions of the Labour Relations Code.

### **Article 17 - Union Label**

**17.01** The Company and the Union shall enter into the Standard Union Label Agreement.

### **Article 18 - No Strikes Or Lock-outs**

**18.01** There shall be no strikes, lock-outs, stow-downs or other cessation of work during the period of this Collective Agreement, nor will the Union cause or participate in any slowdown or similar interference with production.

### **Article 19 - General**

**19.01** In the event any provision of this Agreement conflicts with Provincial Statutes, the parties agree to re-negotiate such provisions for the purpose of making it conform to such Provincial Statutes where required. However, all other provisions of this Agreement shall remain in force.

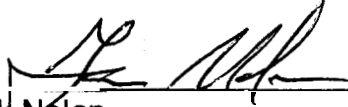
**19.02** The Schedules and Letters of Understanding attached to this Agreement shall be considered as part of this Agreement.

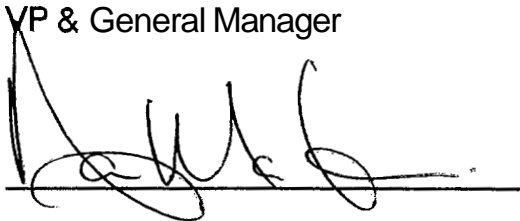
IN WITNESS THEREOF the parties hereto have executed this Agreement this 1st day of July, 1998.

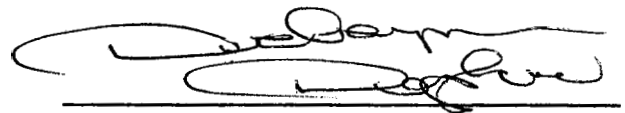
**Weatherford Canada Limited  
(Weatherford Compression)**  
Calgary, Alberta

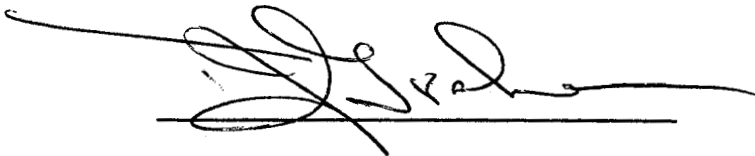
**International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers, and Helpers,  
Local 146, A.F. of L., C.I.O.**

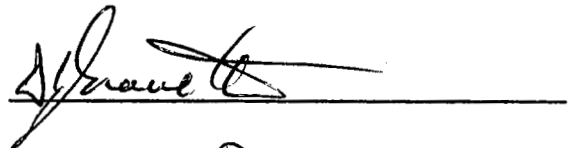
  
Shane Guiltner  
VP & General Manager

  
Frank Nolan  
Business Representative

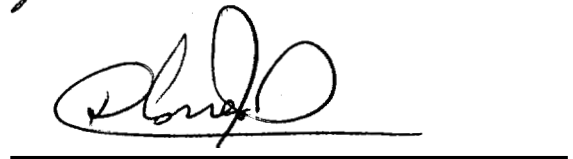












## Schedule A - Job Classifications And Wage Rates

Job Classification	July 1, 1998	July 1, 1999	July 1, 2000	July 1, 2001
<b>Class 1</b>	23.50	24.20	24.93	25.68
Pressure Welder				
Steel Fabricator				
Journeyman Pipefitter				
Journeyman Instrument Mechanic				
Electrician				
Millwright				
Ticketed Crane Operator				
<b>Class 2</b>	22.00	22.66	23.34	24.04
Fitter				
Instrument Assembler				
<b>Class 3</b>	19.78	20.38	20.99	21.62
First Class Welder				
Machine Operator - A				
Warehouse Person - A				
<b>Class 4</b>	17.68	18.21	18.76	19.32
Test Bay				
Warehouse Person - B				
Helper - A				
<b>Class 5</b>	14.17	14.59	15.03	15.48
Helper - B				
<b>Class 6</b>	11.71	12.06	12.42	12.79
Helper - C				

Apprentices shall be paid according to the Alberta Apprenticeship Regulations for their trade. Employees employed in a different classification and who subsequently commence apprenticeship will be paid the **Helper-B** wage rate or the rate they are qualified for according to Alberta Apprenticeship Regulations, whichever is the greater.

A Joint Union Management Committee shall be formed to review the following:

1. Any concerns respecting the operation of the Instrument Assembler training program including additional training that employees may require and evaluation of any employee who may not be meeting requirements of the program.
2. Any concerns respecting the Company's reclassification decisions for non-certified classifications when the Company determines there is need to increase the complement of employees within these classifications.

## Instrument Assemblers

Employees while training progressively in the Company's internal program for Instrument Assemblers will be paid and progress as follows:

- Apprenticeship*
- (a) First year - 65% of the Instrument Assembler rate.
  - (b) Second year - 75% of the Instrument Assembler rate.
  - (c) Third year - 85% of the Instrument Assembler rate.

Employees training as Instrument Assemblers will be evaluated annually for progression based on their knowledge and abilities according to the following criteria:

- 11 A4*
- First Year - Building brackets, drilling, tapping and mounting of instruments, general tubing skills and general blueprint reading skills.
  - Second Year - Layout skills, including instrument locations and tubing main run locations. Also possess general knowledge or the operation of a compressor package and the procedures for start up and calibration. Completion of Basic Instrumentation Course (Petroleum Industry Training School or an equivalent approved by the Company).
  - Third Year - Extensive electrical system knowledge and procedures for preparation of a compressor package shop test run, design and application skills of panel and control loops on a compressor package. Layout skills, including instrument locations and tubing main run locations. Knowledge of the operation of a compressor package and the procedures for start up and calibration.

## Classification Premiums

- Senior Lead Hands - Plus \$1.00 per hour.
- Lead Hands - Plus \$0.50 per hour.
- First Aid - Plus \$.25 per hour.

**Wage Progression for New Employees**

- 1st 480 hours \$1.00 below Job Rate
- 2nd 480 hours \$0.75 below Job Rate
- 3rd 480 hours \$0.50 below Job Rate

7e-

Apprentices shall in no way be affected in their rate of pay by the above rate progression.

**Job Descriptions Relating To Classifications In The Collective Agreements Between The Company and The Union**

11A4

<b>CLASS - 1</b>	All Class - I positions as per trade guidelines.
<b>CLASS - 2</b>	
Fitter	All structural fitting and welding and/or All utility pipefitting.
Instrument Assembler	Extensive electrical system knowledge and procedures for preparation of a compressor package shop test run, design and application skills of panel and control loops on a compressor package. Layout skills, including instrument locations and tubing main run locations. Knowledge of the operation of a compressor package and the procedures for start up and calibration.
<b>CLASS - 3</b>	
1st Class Welder	As per trade guidelines.
Machine Operator A	Duties include blueprint interpretation, operation of burning and cutting equipment, and operation of all heavy equipment in preparation department. Individual must be qualified on a minimum of three different operations in preparation department.
Warehouse Person - A	Requirements for this level are: <ul style="list-style-type: none"> <li>■ Completion of Class IV</li> <li>■ C.A.P.I.C. Distribution I certificate</li> <li>● C.A.P.I.C. Distribution II certificate</li> </ul>

**CLASS - 4**

Test Bay

To perform Air and Hydro Testing and other duties generally recognized as Test Bay duties.

Helper - A

Assembly and disassembly of **compressors**, includes placement of piping and bolted bottles and screwed piping. Completion of blueprint reading course, able to fluently read and understand blueprints. Operation of forklifts and mobile cranes not requiring Journeyman Certification. Proper training must be completed to operate machinery. Personally supply a good variety of small hand tools.

Warehouse  
Person - B

Requirements for this level are:

- Forklift training
- WHMIS Certification
- Training in ISO Material Handling Working procedures in a computerized inventory Control environment.
- TDG certificate
- Complete a computer literacy in-house test, based on ISO Material Handling working procedures. (**Pre-requisite** for eligibility to commence C.A.P.I.C. education program.)
- C.A.P.I.C. Principles of Inventory Control Certificate
- C.A.P.I.C. Principles of Just-In-Time Certificate

**CLASS - 5**

Helper - B

Duties to include assembly of Process Piping and operation of Cutoff Saw, Pedestal Drills, all Hand Power Tools and Overhead Cranes after proper training is completed. Will also assist personnel in their duties. Personally provide and use additional small hand tools.

**CLASS - 6**

Helper - C

Requirements for this level are:

Helper - C's, duties shall be **clean-up** and general housekeeping duties in shop and yard. Can also prepare packages for painting and shipping. Assist other personnel in their duties. Begin to personally provide and use small hand tools.

**Note: C.A.P.I.C. - Canadian Association for Production and Inventory Control**

## **LEAD HAND**

A Lead Hand shall be appointed by a supervisor and shall have the authority to direct and delegate work to other employees under their jurisdiction as per supervisor's instructions. The ability to read and interpret drawings is a prerequisite to the position. Hiring, termination and discipline of employees shall not fall under Lead Hand jurisdiction.

NOTES: (a) There will be no downward adjustment in rate for anyone currently employed who is affected by reclassification.

(b) No jobs will be lost because of changes to classifications.

## Schedule B - Dates Of Holidays

### HOLIDAYS

### DATES OF CELEBRATION OF HOLIDAYS

	1998	1999	2000	2001	2002
New Years Day	-	01 Jan.	31 Dec.	01 Jan.	01 Jan.
Family Day	-	15 Feb.	21 Feb.	19 Feb.	18 Feb.
Good Friday	-	02 Apr.	21 Apr.	13 Apr.	19 Apr.
Victoria Day	-	24 May	22 May	21 May	20 May
Canada Day	01 Jul.	01 Jul.	30 Jun.	29 Jun.	01 Jul.
Civic Holiday	03 Aug.	02 Aug.	07 Aug.	06 Aug.	-
Labour Day	07 Sep.	06 Sep.	04 Sept	03 Sep.	-
Thanksgiving Day	12 Oct.	11 Oct.	09 Oct.	08 Oct.	-
Remembrance Day	11 Nov.	11 Nov.	10 Nov.	12 Nov.	-
Christmas Day	25 Dec.	24 Dec.	25 Dec.	25 Dec.	-
Boxing Day	28 Dec.	27 Dec.	26 Dec.	26 Dec.	-

12th

F10 de la  
Constitution



## Schedule C - Benefits

BENEFIT	DESCRIPTION
Supplementary	<p>Supplementary to Alberta Health Care. The premium cost is paid 100% by the Company.</p> <p>Coverage includes:</p> <p>(a) Hospitalization- differences between ward and semi-private with no deductible or co-insurance.</p> <p>(b) Other - 80% of drugs, medical supplies, R.N. care, ambulance, etc. Remaining 20% paid by the Employee.</p>
Dental Plan	<p>80% of the cost of authorized work done on natural teeth and 50% of the costs of work done on artificial teeth is covered. The premium cost is paid 100% by the Company. Effective September 1, 1998, coverage is limited to \$750.00 for each insured person during the first, second, and third years, and \$1,500.00 in the following years. The annual \$25.00 deductible and the lifetime maximum of \$5,000.00 will be eliminated on this date.</p>
Accidental Death & Dismemberment and Life Insurance	<p>Effective September 1, 1998, the coverage will be \$50,000.00 for each benefit.</p> <p>\$200,000.00 of life insurance is available, totally at the employee's expense.</p>
Alberta Health Care	<p>The Company pays 100% of the premium cost.</p>

**Short Term Disability**

13A6  
N

Benefits equal to 60% of your monthly earnings commence on the first full day of absence due to non-occupational accident or hospitalization and the fourth full day due to non-occupational sickness and continues for twenty-six (26) weeks.

**Long Term Disability**

13A7  
100%

Benefits equal to 60% of your monthly earnings to a maximum of \$2,000.00 per month commence after twenty-six (26) weeks and are payable to age sixty-five (65) or prior recovery.

The Employee pays 100% of premium.

All insurance benefits for employees, and families if applicable, become effective on the first day after an employee works a full shift after the completion of a probationary period and has passed a Medical by a Doctor appointed by the Company.

Recalled probationary employees will continue to accumulate time towards eligibility for benefits.

## Letter Of Understanding

Weatherford Canada Limited (Weatherford Compression)  
Calgary, Alberta  
(hereinafter referred to as the "Company")

and

International Brotherhood of Boilermakers,  
Iron Shipbuilders, Blacksmiths, Forgers,  
and Helpers, Local 146, A.F. of L., C.I.O.  
(hereinafter referred to as the "Union")

July 1, 1998


### Re: August 1, 1992 Educational Training Fund Letter of Understanding

10  
/

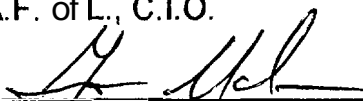
During 1992 negotiations, the Educational Training fund was discussed. It was agreed that effective upon ratification, the Company will contribute five cents (\$0.05) per each regular hour worked until the fund has an amount of \$30,000. When the fund reaches that amount the Company will contribute ten (\$0.10) cents per regular hour till the fund reaches \$50,000. These terms will remain in effect through the duration of the current collective agreement.

IN WITNESS THEREOF the parties hereto have executed this Letter of Understanding this 1st day of July, 1998.

Weatherford Canada Limited  
(Weatherford Compression)  
Calgary, Alberta

  
\_\_\_\_\_  
Shane Guiltner  
VP & General Manager

International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers, and Helpers, Local  
146, A.F. of L., C.I.O.

  
\_\_\_\_\_  
Frank Nolan  
Business Representative

## Letter of Understanding

Weatherford Canada Limited (Weatherford Compression)  
Calgary, Alberta  
(hereinafter referred to as the "Company")

and

International Brotherhood of Boilermakers,  
Iron Shipbuilders, Blacksmiths, Forgers,  
and Helpers, Local 146, A.F. of L., C.I.O.  
(hereinafter referred to as the "Union")

This Letter of Understanding contains the details of the Company's & Union's agreement to a wage re-opener effective July 1, 2000, the beginning of the third year of the current four year Collective Agreement.

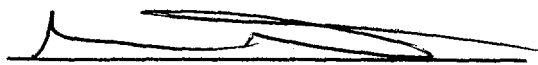
The terms agreed to are as follows:

- a. Wages would be the sole item of the Collective Agreement to be re-opened for negotiations.
- b. The re-opener and negotiations between both parties would be a non-strike/slow down/work to rule issue. If an agreement is not reached by both parties, the re-opener would be turned over to independent arbitration for final and binding resolution.

IN WITNESS THEREOF the parties hereto have executed this Letter of Understanding this 1st day of July, 1998.

Weatherford Canada Limited  
(Weatherford Compression)  
Calgary, Alberta

International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers, and Helpers, Local  
146, A.F. of L., C.I.O.



Shane Guiltner  
VP & General Manager



Frank Nolan  
Business Representative

## Letter of Understanding

Weatherford Canada Limited (Weatherford Compression)  
Calgary, Alberta  
(hereinafter referred to as the "Company")

and

International Brotherhood of Boilermakers,  
Iron Shipbuilders, Blacksmiths, Forgers,  
and Helpers, Local 146, A.F. of L., C.I.O.  
(hereinafter referred to as the "Union")

This Letter of Understanding outlines the basis for the implementation of a performance based incentive program. This program will be in effect from July 1, 1998 until June 30, 2002 and will operate outside the Collective Agreement.

The performance based incentive program will provide the opportunity for employees to earn an additional amount up to:

- 2% for the period July 1, 1998 to December 31, 1998,
- 2% for the period January 1, 1999 to December 31, 1999,
- 1- 2% for the period January 1, 2000 to June 30, 2000 and 3% for the period July 1, 2000 to December 31, 2000
- 3% for the period January 1, 2001 to December 31, 2001,
- 3% for the period January 1, 2002 to June 30, 2002.

Employees who have completed probation as defined in Schedule "C" and are actively working or on layoff with Seniority Rights on December 15<sup>th</sup> or the next business day of each year the program is in place will be eligible for payment of the earned incentive program. The amount of the incentive program earned by the employees will be paid out on the closest business day to December 15<sup>th</sup> of each year the program is in place.

The Company will manage the operation and administration of the program with input from the Union Bargaining Committee and other Production employees deemed appropriate.

The criteria and objectives which will be used to calculate the incentives will be communicated to the employees no later than September 30<sup>th</sup>, 1998 for the 1998 program and no later than the end of the 1<sup>st</sup> Quarter for each of the remaining years of the program. Progress on these objectives will be communicated at the Quarterly Review Meetings.


Any payment of the incentive program will be based on regular straight time hours worked (maximum of 40 hours per week) at the hourly rate in effect at the time the incentive program is paid.

**IN WITNESS THEREOF** the parties hereto have executed this Letter of Understanding this 1<sup>st</sup> day of July, 1998.

Weatherford Canada Limited  
(Weatherford Compression)  
Calgary, Alberta

International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers, and Helpers, Local  
146, A.F. of L., C.I.O.

  
Shane Guiltner  
VP & General Manager

  
Frank Nolan  
Business Representative

## Letter of Understanding

Weatherford Canada Limited (Weatherford Compression)  
**Calgary, Alberta**  
(hereinafter referred to as the "Company")

and

International Brotherhood of Boilermakers,  
Iron Shipbuilders, Blacksmiths, Forgers,  
and Helpers, Local 146, A.F. of L., C.I.O.  
(hereinafter referred to as the "Union")

July 1, 1998

**Re: Letter of Understanding on Elimination of the Special Skills Premium Update Effective July 1, 1998.**

Dear Frank,

For your reference, with respect to the June 29, 1994 Letter of Understanding between the Company and the Union on the elimination of the special skills premium, the Letter of Understanding continues in effect and the following is the updated list, effective July 1, 1998, of the employees remaining on the seniority list, who will continue to receive a premium of \$0.25 per hour under the "grandfathering" arrangements contained in the Letter of Understanding.

Becker, W.	Mierendorf, L.
Boettcher, G.	Nelson, S.
Brennan, B.	Richardson, W.
Choi, J.	Rutter, B.
Correa, D.	Shafer, R.
Deglow, D.	Shalah, R.
Ergon, L.	Skyrpnychuk, R.
Harvey, G.	Thornhill, H.
Kaszas, J.	Tross, D.
Lesanko, W.	Walley, G.
Liew, M.	Wozny, N.
McCaughan, J.	Wutzkey, J. (L.T.D.)

**IN WITNESS THEREOF** the parties hereto have executed this Letter *of Understanding* this 1<sup>st</sup> day of July, 1998.

**Weatherford Canada Limited  
(Weatherford Compression)  
Calgary, Alberta**

**International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers, and Helpers, Local  
146, A.F. of L., C.I.O.**

  
\_\_\_\_\_  
**Shane Guiltner  
VP & General Manager**

  
\_\_\_\_\_  
**Frank Nolan  
Business Representative**





# International Brotherhood of Boilermakers

IRON SHIP BUILDERS • BLACKSMITHS • FORGERS & HELPERS

14705 - 116 AVENUE  
EDMONTON, ALBERTA T5M 3E8  
TEL: (403) 451-5992  
FAX (403) 451-3927

7004 - 5th STREET S.E.  
CALGARY, ALBERTA T2H 2G3  
TEL: (403) 253-6976  
FAX (403) 252-4187

JOHN ROWE  
BUSINESS MANAGER & SECRETARY-TREASURER

October 20, 1998

Human Resources Development Canada  
Bureau of Labour Information  
Collective Agreements  
140 Pr Du Portage  
Hull, QC  
K1A 9A9

To Whom It May Concern:

Please find enclosed two newly ratified, signed Collective Agreement effective July 1<sup>st</sup>, 1998 to June 30<sup>th</sup>, 2002 and August 1<sup>st</sup>, 1998 to July 31<sup>st</sup>, 2000 respectively,

*between*

Weatherford Canada Limited - 1778

Exchanger ~~Industries~~ - 1809-D

*and*

International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers, Local 146.

Fraternally,

Francis Nolan,  
Business Representative  
Boilermakers Union  
Local Lodge 146

mlo/opelu #458  
c.c. John Rowe, Bus.Mgr./Sec.Treas.  
file

1998 OCT 21 1998