

2019 – 2022

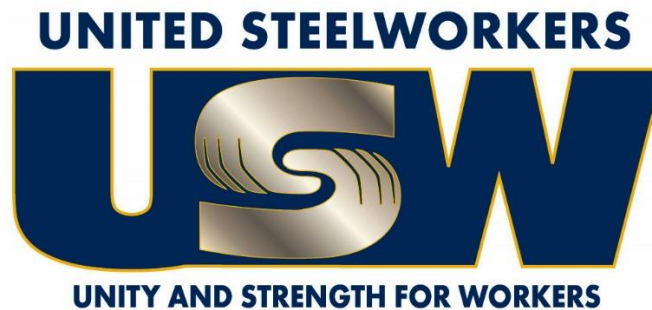
COLLECTIVE AGREEMENT

BETWEEN



**SHAW PIPE PROTECTION LIMITED
CAMROSE 39TH STREET PLANT
CAMROSE, ALBERTA**

AND



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
LOCAL 1-207**

JANUARY 1ST, 2019 – JUNE 1ST, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PURPOSE OF AGREEMENT	1
2	RECOGNITION AND SCOPE	1
3	RELATIONSHIP	1
4	MANAGEMENT RIGHTS	1
5	UNION SECURITY	2
6	UNION REPRESENTATION	3
7	CONTRACTING OUT/IN	3
8	NEGOTIATING COMMITTEE	3
9	GRIEVANCE PROCEDURE.....	4
10	DISCHARGE AND DISCIPLINARY ACTION	5
11	ARBITRATION	5
12	SENIORITY	6
13	LEAVE OF ABSENCE	9
14	GENERAL.....	10
15	HEALTH INSURANCE BENEFITS	13
16	RETIREMENT BENEFITS.....	14
17	JURY DUTY AND BEREAVEMENT PAY.....	14
18	SAFETY AND HEALTH.....	15
19	PLANT HOLIDAYS	17
20	VACATION WITH PAY	18
21	WAGES	19
22	HOURS OF WORK AND OVERTIME	21
23	EDUCATION FUND	24
24	STEELWORKERS HUMANITY FUND	24
25	TERM OF AGREEMENT.....	25
	SCHEDULE “A” – STANDARD HOURLY RATES	26
	SCHEDULE “B” – HOURS OF WORK SCHEDULE.....	28

ARTICLE

PAGE

LETTERS OF UNDERSTANDING

SCHEDULED OVERTIME	29
JOB SELECTION PROCEDURE	30
OVERTIME DISTRIBUTION	32
CRANE OPERATOR	34
TERM AND TASK	35

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure for the Employer, the Union and the employees, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.
- 1.02 Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.
- 1.03 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable, it is agreed the singular is an acceptable substitute.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employed by Shaw Pipe Protection, at the Camrose 39th Street plant, excluding office, clerical, and quality control personnel and supervisors, and those above the rank of supervisors.
- 2.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, training and when regular employees are not available.
- 2.03 Should any of the present operations be moved to a location(s) inside of the boundaries of the Camrose area this Agreement shall be extended to cover such location(s).
- 2.04 During the term of this Agreement, the Company and the Union agree that there shall be no lock-outs or strikes.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Company and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, religious beliefs, religion, colour, age, ancestry and place of origin, disability, sexual orientation, Union participation, marital status, gender, physical/mental disability, source of income and family status.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is recognized that management of the plant and direction of the work force are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this agreement.

The exercise of such rights shall include but not be limited to:

- (a) The right to hire, assign, increase and/or decrease the working forces, promote, demote, transfer both temporarily and permanently and make temporary and indefinite lay-offs.
- (b) The determination of: the number and location of plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembly, the engineering and design of its products, and the control of material and parts to be incorporated in the products produced.
- (c) The making and enforcement of rules and regulations relating to discipline, safety and general conduct of employees, and to suspend or discharge or otherwise discipline employees. Any changes to related policies will be shared with the Union and posted prior to such implementation.

ARTICLE 5 - UNION SECURITY

5.01 The Company shall deduct from the pay of each member of the bargaining unit once each month, such Union dues, fees and assessments as prescribed by the Constitution of the Union.

5.02 The dues deducted shall be remitted along with a list of the names of employees from whom such deductions have been made within fifteen (15) days of the end of the month payable to the:

Financial Secretary
United Steelworkers, Local 1-207
#202, 4264 91A Street
Edmonton, AB
T6E 5V2

In the event that such wages are insufficient to pay Union dues, such deduction shall be made from the wages payable to the employee on a subsequent pay cheque in the calendar month.

5.03 The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made, and the total amount deducted for the month, along with any forms required by the International Union.

5.04 The Company agrees to have all present and future employees covered by Article 2.01, as a condition of continued employment, sign an agreement authorizing the Company to implement the provisions of this Article, and the Union agrees to indemnify the Company, and hold it harmless against any claim which may arise in complying with the provisions of this Article.

5.05 The Company agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

- 5.06 The unit chairperson or his designate will be provided sufficient time during the employee orientation to introduce them to the Union, the collective agreement and standing committees.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Company agrees to recognize one (1) Unit Chairperson and, per shift, two (2) Shop Stewards for Production and one (1) for the Yard.
- 6.03 The Company shall be notified by the Union in writing of the names of the Shop Stewards and Unit Chairperson, and any changes made thereto.
- 6.04 The Company agrees to recognize and deal with a Union Grievance Committee of two (2) comprised of the Unit Chairperson and/or Shop Stewards.
- 6.05 When the legitimate business of a Grievance Committee Member, Shop Steward, or Safety Committee Member requires him to leave his job, he shall first receive permission from his supervisor. Such permission shall not be unreasonably withheld but is subject to production requirements.
- 6.06 The Company agrees that stewards, the Unit Chairperson and Safety Committee Member shall not suffer loss of pay for time spent in the handling of grievances and meeting with the Company during working hours.

ARTICLE 7 – CONTRACTING OUT/IN

- 7.01 The Union recognizes that the Company in the past, and will in the future, contract in/out some maintenance, repair, and fabrication work. The Company agrees that no employee shall lose his employment, including being laid off or not recalled from lay-off as a result of contracting out.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a negotiating committee of not more than three (3) employees who shall be regular employees of the Company along with representatives of the International Union.

The Company and the Union shall cost share 50/50 the wages for employees for all scheduled bargaining dates. The Company and the Union further agree to cost share 50/50 on the printing of the collective agreement in booklet form. The costs associated with meeting rooms for the purpose of bargaining shall be paid by the Company.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.
- 9.02 It is understood that an employee has no grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- Step One: If, after registering the complaint with the supervisor, such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the Parties in writing, then the following steps of the Grievance Procedure may be invoked:
- Step Two: The grievance shall be submitted in writing to the Plant Superintendent either directly or through the Union and shall be signed by the Union steward. Written grievances will state the clause or clauses in the Agreement alleged to be violated. Such statements will not preclude the use of other clauses in support of the grievance up to and including arbitration. The supervisor shall meet with the employee's Union steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either party. The supervisor shall within a further three (3) working days give his answer on the grievance form and return it to the Union.
- Step Three: If the grievance remains unsettled within three (3) working days of the Company answer at the conclusion of Step Two, the grievance may be submitted to the Plant Manager, who shall within three (3) working days hold a meeting between the steward and Unit Chairperson and the appropriate representatives of Management, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either party. The Plant Manager shall within a further five (5) working days give his decision in writing to the Union on or attached to the grievance form.
- 9.03 If final settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 11, at any time within thirty (30) calendar days after the decision is received under Step Three
- 9.04 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee(s) concerned, and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the plant to view disputed operations, and to confer with the necessary witnesses.

- 9.05 The Company and the Union shall have the right to initiate a group grievance or a grievance of a general nature at Step Three of the Grievance Procedure.
- 9.06 The Company shall not be required to consider any grievance which is not presented in writing to employee's supervisor within twelve (12) working days after the grievor or the Union first become aware of the alleged violation of the Agreement.
- 9.07 The Company shall not be liable for retroactive payments for the period prior to thirty (30) days from the date of filing a grievance.
- 9.08 If the party initiating a grievance fails to act within any of the time limits specified in this Article 8 or within a written agreed upon extension, then the grievance not acted upon shall be removed from consideration.
- 9.09 Once a grievance has been filed, the Company will not meet or discuss the grievance with the affected employee unless the Union is in attendance.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step Three of the grievance procedure.

When an employee is called to a meeting and discipline is being anticipated or, through the course of an interview with management, discipline is being contemplated, an available Shop Steward will be given an opportunity to consult with the employee to discuss Union representation. Should an employee refuse Union representation the employee will be required to sign a document indicating they do not wish to have Union representation. Such document will be forwarded to the Unit Chairperson. This shall not apply where the circumstances warrant immediate suspension or discharge.

- 10.02 All warnings, including verbal warnings, shall be given in writing to the employee and a copy shall be provided for the Union.
- 10.03 An employee's record of warning or reprimand will not be used after eighteen (18) work months (work month is any month where work is performed for greater than ten (10) days) from the date of the infraction.

ARTICLE 11 - ARBITRATION

- 11.01 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 arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

- 11.02 The parties shall attempt to mutually agree upon an acceptable single arbitrator. In the event the parties are unable to agree upon a single arbitrator, then the matter shall be referred to the Alberta Ministry of Labour.
- 11.03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 11.04 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 11.05 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 11.06 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

ARTICLE 12 - SENIORITY

- 12.01 An employee hired before April 16th, 2019 shall not have any seniority, and shall be considered as a probationary employee until he has attained seniority status by actually working a total of five hundred (500) worked hours in twelve (12) consecutive months. An Employee hired after April 17th, 2019 shall not have any seniority, and shall be considered as a probationary employee until he has attained seniority status by actually working a total of six hundred (600) worked hours in twelve (12) consecutive months. Upon completion of this probation period an employee shall acquire seniority status and shall have a seniority date back-dated to his earliest employment date in the preceding twelve (12) months. Layoff, recall or discharge of probationary employees shall not be the subject of a grievance.
- 12.02 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, being reduced, transfer, vacations, lay-off, and recall after lay-off, the senior employee shall be entitled to preference, provided he has the ability and has worked in the capacity of that job for a minimum of six (6) months in the past.
- 12.03 Seniority shall be maintained and accumulated until it is lost under 12.04 below.
- 12.04 An employee shall lose his seniority standing, his employment terminated and his name shall be removed from all seniority lists for any one of the following reasons:
- (a) if the employee voluntarily quits.
 - (b) if the employee is discharged for just cause, and is not reinstated in accordance with the provisions of this Agreement.

- (c) if the employee is identified for recall to work, and does not report within five (5) working days after notice has been initiated by the Company. If telephone contact is not made with the employee, a registered letter will be sent to his last known address; a copy of such notice shall be sent to the Union. Employees who are notified by registered letter shall have a total of fourteen (14) calendar days to report to work from the day the letter is sent. Anyone working for another Employer shall, with proof of employment, be given fourteen (14) calendar days to report to work.
- (d) is on continuous lay off due to lack of work for a period of twelve (12) consecutive months or greater; providing his seniority is one (1) year or less.
- (e) is on layoff for lack of work for a period of twenty-four (24) consecutive months or greater; providing his seniority is greater than one (1) year and less than five (5) years at the time of layoff.
- (f) is on layoff for lack of work for a period of thirty (30) consecutive months or greater; providing his seniority is greater than five (5) years and less than eight (8) years at the time of layoff.
- (g) is on layoff for lack of work for a period of thirty-six (36) consecutive months or greater; providing his seniority is greater than eight (8) years at the time of layoff.
- (h) has been absent without notifying the Company for three (3) consecutive work days unless he provides a reason acceptable to the Company.

12.05 Seniority shall be on a plant-wide basis, and shall mean total length of continuous service in the bargaining unit, as defined in Article 12.01 and 12.02.

12.06 The Unit Chairperson will be issued an up-to-date seniority list at least monthly and a copy posted by the Union on the Union bulletin boards. The Company agrees to provide the Local Union office every June 30th and December 31st with a seniority list which includes the employees' addresses and telephone numbers. If no errors within the seniority list are brought to the Company's attention within one (1) month of the posting of the list, then the seniority list shall be deemed to be accurate. The Company's related liability is not to exceed one (1) week's costs.

12.07 (a) Indefinite Layoff

In the event of a layoff due to lack of work, depressed business conditions, or because of changes in methods of operations, the employees affected, except probation employees, shall be given written notice in advance as follows:

An employee that has attained seniority, but less than two (2) years, seven (7) calendar days notice or pay in lieu;

Over two (2) years seniority, fourteen (14) calendar days notice or pay in lieu;

except in case of layoffs or shutdowns occasioned by emergency conditions, or where employees are recalled for a shorter period of time. The Union Committee shall be given adequate notice of pending layoffs and supplied with a list of the employees affected.

(b) Temporary Layoff

All layoffs other than indefinite layoffs are temporary layoffs and are defined as not to exceed fourteen (14) calendar days. The Company will give as much verbal notice as possible of these layoffs. Such layoffs will be conducted with regard to the provisions of Article 12.02, and probationary employees will be laid off before any employee with seniority. Layoffs of more than one (1) full shift may be made by seniority in the department (Yard or Plant). Layoffs of more than two (2) full shifts will be made by using plant-wide seniority.

(c) Emergency Layoff

For the purpose of this Article, Emergency is defined as a) Natural Disaster, b) Equipment Malfunction, to the point of hindering operations, c) Temporary Reduction in Hours, not to exceed seven (7) calendar days. The Company will give as much verbal notice as possible of these layoffs. Such layoffs will be conducted with regard to the provisions of Article 12.02, and probationary employees will be laid off before any employee with seniority. Layoffs of more than one (1) full shift may be made by seniority in the department (Yard or Plant). Layoffs of more than two (2) full shifts will be made by using plant-wide seniority. In the event of an emergency layoff in Maintenance, Article 12.05 shall apply.

12.08 (a) All jobs which will be vacant for less than thirty (30) days shall be considered temporary. All jobs, which will be vacant for more than thirty (30) calendar days, shall be posted for three (3) full work days on the bulletin board. The posting shall specify qualifications. The successful applicant will be selected in accordance with Article 12.02 above.

(b) Article 12.02 notwithstanding, temporary vacancies will normally be filled by temporarily promoting the next senior qualified employee from the same shift who is at a lower rate. If this is not possible and a lateral move is necessary to fill the vacancy, then the resulting new vacancy will be filled by temporary promotion. If the temporary vacancy still exists when shifts are re-scheduled, it will be filled by temporarily promoting the next senior qualified employee who is at a lower rate.

12.09 Recall Procedure - Laid off employees with seniority will be given the first opportunity to be recalled.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Compassionate, Educational and Personal Leave

Leave of absence for compassionate, educational and personal reasons may be granted to a maximum of six (6) months without pay provided:

- a) That operational circumstances permit and the employee applies at least one (1) month in advance (exception allowed for compassionate leave).
- b) That the employee provides appropriate supporting evidence related to such leaves.
- c) Educational leaves may be extended.
- d) For leaves in excess of fourteen (14) calendar days other than compassionate leaves, the Company may require that an employee's vacation leave is exhausted prior to granting a leave of absence.

13.02 Union Leave

A maximum of three (3) employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted unpaid leave of absence for this purpose. The Union will notify the Company in writing, not less than five (5) working days prior to the start of the leave, of the names of the delegates.

The Company agrees that it is proper to grant leave of absence to employees who have been elected or appointed to any fulltime office or position in the Union or who have been nominated or elected to Federal, Provincial or Municipal office. Any employee who obtains such fulltime leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of office.

13.03 Maternity/Parental/Adoption Leave

- (a) An employee, upon her request, shall be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the employee shall advise the Employer of her intended commencement date of maternity leave fourteen (14) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery. For birth mothers, maternity/parental leave entitlement will be a combination of sixteen (16) weeks of maternity leave followed by sixty-two (62) weeks of Parental Leave for a total of seventy-eight (78) weeks, unless extended by mutual agreement between the Employer and the employee.

- (b) Fathers and/or adoptive parents upon their request, shall be granted an unpaid leave of absence to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.
- (c) The Company shall continue Extended Health, Dental benefits, Life & AD&D Insurance during the period of maternity/paternal or adoption leave provided the employee continues to pay their share of premiums.

13.04 Serious Illness in Family

A regular employee may be allowed time off without pay from scheduled basic hours during any necessary period of absence not exceeding one (1) week occasioned by the serious illness of a close relative. Satisfactory proof of the serious illness must be provided.

13.05 Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access up to ten (10) days of unpaid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave may be taken as consecutive or single days or as a fraction of a day, with approval. Such leave will be considered approved time away and will not be used for discipline.
- (c) The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

ARTICLE 14 - GENERAL

14.01 Union Representation

If an authorized Union representative, who is not employed by the Company, wants to speak to a Local Union Representative about a grievance or other official business, he shall advise the Company Superintendent or his designated representative, who shall then call the Local Union Representative to an appropriate place where they may confer privately. These talks will be so arranged so that they will not interfere with production.

14.02 Payroll Advances

It is agreed and understood by the Parties that there shall be no advances of pay, whether vacation pay or regular pay, permitted during the term of the Agreement.

14.03 Bulletin Boards

The Company agrees to provide bulletin boards in the plant for the purpose of posting 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. Job postings will be posted on a special bulletin board for job postings only.

14.04 Report Allowance

In the event that an employee reports for work at his regular start time on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours work at his regular rate of pay, or if no work is available, he will be paid the equivalent of four (4) hours at his/her regular rate of pay in lieu of work.

14.05 Current Contact Information

Employees must keep the Company informed of their current address and telephone number. Failure to do so will make the applicable sections of 14.04 void.

14.06 Call-In Pay

Any employee who has completed his shift, and has left the Company's premises, and is then recalled to work extra time shall be paid at time and one-half (1 ½ X), and will not receive less than the equivalent of three (3) hours pay at the employee's regular rate of pay for such additional work.

14.07 Payment for Injured Employees

In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages the remainder of his shift. If it is necessary, the Company will provide or arrange for suitable transportation for the employee to the doctor or hospital, and back to the plant and/or to his home, as necessary.

When an employee is being considered for modified duties, the Union will be consulted prior to the assignment of modified duties.

14.08 Notices Between Company And Union

The Company and the Union will exchange notices required under the Collective Agreement in writing.

14.09 Supervisors and Lead Hands' Identification

The names of all supervisory personnel, setting out their official status, will be posted on the Company's bulletin board(s).

14.10 Pay Days

- (a) Wages will be paid through direct deposit every second Thursday. Employees are responsible to provide to the Company the information required to facilitate direct deposit and to advise the Company of any changes to personal banking. Service charges associated with failure of the employee to provide such information in a timely manner will be deducted from the employee's pay.

Reports of hours worked at various rates will be available on request. The rate of pay or rates of pay, hours of work and details of overtime hours will be furnished to each employee on his pay statement.

- (b) Any employee being discharged, indefinitely laid off, or leaving of his own accord shall be paid all wages due him as promptly as possible, or in any event, within three (3) working days of the expiration of the next working day. Concurrently the Record of Employment (ROE) will be electronically transmitted to Employment Insurance. Upon request, a copy of the ROE will be provided to the employee.

Any employee being temporarily laid off for three (3) working days or more will be paid all wages within forty-eight (48) hours of the third day of layoff.

- (c) Whenever an underpayment occurs resulting in an error of eight (8) hours or more in the pay of an employee, the Company shall process payment within three (3) business days after notification, the corrected difference. Overpayments of less than two hundred and forty dollars (\$240.00) will normally be corrected on the employee's next pay period. In cases of overpayments in excess of two hundred and forty dollars (\$240.00) the Employer, the Union and the affected member will meet to work out a mutually agreeable repayment schedule.

14.11 Disabled Employees

In the event an employee becomes disabled as a result of injury or disease, every effort will be made by the Company to give the disabled employee such meaningful modified or accommodated employment as is available.

14.12 Informing Union Prior to Certain Changes

The Company agrees to inform the Unit Chairperson or, in the absence of the Unit Chairperson, the Shop Steward if available on the premises prior to discharging, laying off, promoting or demoting any employee.

14.13 Responsibility for Equipment

Employees are responsible for the care and security of equipment that is issued to them and intentional damage to equipment may be the subject of a disciplinary investigation.

ARTICLE 15 - HEALTH INSURANCE BENEFITS

15.01 The Company agrees to continue during the term of this Agreement the current contributions to the health insurance programs outlined in the booklet Group Insurance and Medical Benefit Programs for Hourly Rated Employees.

The Company will not reduce the agreed upon current level of benefits during the term of this agreement.

A summary of the benefits outlined in the booklet is as follows:

- (a) Life Insurance – 1x earnings (max. of \$1,000,000)
(Optional member and dependent insurance available at employee cost)
- (b) Accidental Death and Dismemberment – 1x earnings (max. of \$1,000,000)
- (c) Short Term Disability – 66 $\frac{2}{3}$ % of the weekly equivalent of the annual maximum insurable earnings (See above booklet for qualifying periods).
- (d) Long Term Disability – 66 $\frac{2}{3}$ % of earnings (premium paid by employee)
- (e) Extended Health
 - Drugs – 90% reimbursement
 - Hospital: ward to semi private – 100% reimbursement
 - Supplementary Health Care – 90% reimbursement
 - Out of Province Emergency & Travel – 100% reimbursement

The Company shall provide a Vision Care benefit of four hundred dollars (\$400.00) per employee or dependent, based upon actual receipts over a two (2) year period. (No carry-over).

- (f) Dental
 - Preventative – 90% reimbursement
 - Endodontics & Periodontics – 80% reimbursement
 - Dentures and Denture Repair – 70% reimbursement
 - Crown and Bridges – 70% reimbursement

15.02 Employees will be eligible for benefit coverage immediately following their attainment of seniority.

Following layoff benefit eligibility for Sunlife Health Insurance Benefits is extended as follows:

- | | |
|------------------------------|-----------------------------------|
| ▪ Dental and Extended Health | Thirty (30) days following layoff |
| ▪ AD&D Insurance | Thirty (30) days following layoff |
| ▪ Group Life Insurance | Thirty (30) days following layoff |
| ▪ Short Term Disability | End of Week the layoff occurs |

Employees already on Short Term Disability will not have their Short Term Disability Coverage terminated until medically able to return to work.

Eligibility for Long Term Disability will be determined by the eligibility terms of the LTD contract and will not be affected as a result of a layoff.

ARTICLE 16 - RETIREMENT BENEFITS

- 16.01 The Company will make contributions into a Group Registered Retirement Savings Plan (GRRSP). Such contributions will be in accordance with the amount set out in this collective agreement. The Company shall have no responsibility or liability for the operation of the GRRSP save for the payment of contributions as set forth in this collective agreement. It is understood that contributions will be forwarded to one (1) Investment Manager only.

The parties agree that the Company's contributions are locked-in and can only be accessed by applying to the Union GRRSP Sponsor. The criteria used for accessing these funds will follow current Alberta RRSP legislation and satisfactory proof in writing must be given to the Sponsor for access to the locked-in funds.

- 16.02 Provided the employee has opened an account with the Investment Manager, the Company will contribute an amount per hour for each hour worked by employees who have completed their probation period. The contribution amount is in accordance with the following:

Date of Ratification	\$3.05
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ARTICLE 17 - JURY DUTY AND BEREAVEMENT PAY

- 17.01 An employee who has attained seniority shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of jury selection, serving jury duty or subpoenaed as a witness. The employee affected shall reimburse the Company to the full amount of jury pay received by him. For purposes of this clause all employees shall be considered as being on day shift. Proof of service shall be given to the Company.

17.02 Bereavement

In the case of death in the immediate family of an employee, the Company shall grant an employee with seniority a leave of absence at straight time pay based on the number of regular working hours of such absence.

The maximum number of days granted shall be three (3) working days within a month of the time of death for wife, husband, common-law spouse, mother, father, children, step children, step parents, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents-in-law.

Any such leave of absence must be arranged with the employee's supervisor, if possible. Documentation must be provided to the Company. The provisions of this Article do not apply if at the time of bereavement the employee is absent from work and receiving WCB, STD or LTD payments or is on an extended leave (in excess of one (1) month).

In the event that an employee attends a funeral that is not in the case of death in the immediate family, the Company may approve unpaid time off up to one (1) day without penalty to the employee. Documentation must be provided to the Company upon request.

ARTICLE 18 - SAFETY AND HEALTH

18.01 The Company and the Union shall maintain an Occupational Health & Safety Committee consisting of three (3) members elected or appointed by the Union and up to three (3) members appointed by the Company.

18.02 The general duties of the Occupational Health & Safety Committee shall be to carry out their duties under the provisions of the Occupational Health & Safety Act of Alberta, and

- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused an injury to a workman, whether or not such injury occurred.
- (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

18.03 Under the Occupational Health & Safety Act, workers and management have certain rights and obligations including the right to refuse work which an individual has reasonable grounds to believe is dangerous to his health and safety or the health and safety of any other person in the place of employment. It is also acknowledged by the parties that it is the responsibility of all employees to be familiar with the health and safety information in the Employee Handbook and to observe safe work practices as developed and communicated.

18.04 The Company shall supply the following protective equipment, at no cost to the employee and all protective clothing and other devices deemed necessary by the Company.

Outside Hard hats and liners for winter
 Mitts and liners
 Lined gloves and unlined gloves
 Rain gear
 Steel toed rubber boots (replacement on an exchange basis with fair wear and tear)
 Safety glasses
 Hearing protection

Inside Hard hats
 Two types of masks (dust and respirator)
 Rubber gloves
 Unlined gloves
 Safety glasses
 Rain suit for acid booth
 Hearing protection

18.05 (a) All employees are required to wear approved protective footwear when working at the Company's plant. Employees who do not possess safety boots shall be required to purchase safety boots. Upon completion of six (6) months employment and annually thereafter, the Company will reimburse actual costs, based upon receipts, of the purchase of safety boots up to the maximum two hundred dollars (\$200.00). There is a one (1) year carryover of any unused boot reimbursement.

This safety boot reimbursement is based upon the standard of one (1) pair for Inside employees, two (2) pairs for Maintenance employees and one (1) summer pair and one (1) winter pair for employees assigned full-time to the Yard who have worked four (4) consecutive months in the Yard. At the Company's sole discretion, badly worn and damaged safety footwear may be replaced and similarly reimbursed.

(b) Safety Glasses

The Company will reimburse actual annual costs up to a maximum of three hundred fifty dollars (\$350.00) for prescription safety glasses. A one (1) year carry-over is allowed and, at the Company's sole discretion, badly damaged prescription safety glasses may be replaced and similarly reimbursed. To qualify for this payment, personnel must obtain a requisition from management.

(c) The Company will investigate the provision of a coverall service for employees who wish to participate and so indicate. The Company will subsidize this service at the rate of one hundred percent (100%) of the cost of one (1) pair per week per employee. Employees are responsible for lost coveralls.

18.06 The Company and the Union agree to promote safety and industrial hygiene in the plant and to follow procedures as outlined in Provincial Legislation.

18.07 The Union may request permission to carry out additional health and safety inspections and monitoring. Inspections conducted by a third party or the Union must be agreed upon by the Company.

18.08 All safety meetings and tours scheduled by the Company, held outside regular working hours shall be at the applicable rate of pay.

18.09 ShawCor Ltd. and its subsidiaries are committed to providing the employees a safe and healthy workplace and conducting its business activities in a manner that protects the environment. The Union acknowledges and supports a safe and healthy workplace that also protects the environment.

ARTICLE 19 - PLANT HOLIDAYS

19.01 (a) The following shall be recognized as paid holidays under this agreement subject to section 19.01 (b):

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Family Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

(b) Holiday Pay Allowance - An employee shall receive a holiday pay allowance of eight (8) or ten (10) hours depending on the hours of his regular shift for any of the above-named holidays at the predominant regular straight time hourly pay rate for the week prior to the holiday.

- 19.02 When Plant Holidays fall on Saturday or Sunday, they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday unless altered by mutual agreement.
- 19.03 Should any of the above holidays occur during an employee's vacation period; he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 19.04 In order to qualify for eight (8), ten (10) or twelve (12) hour's pay for the above Plant Holidays, the employee must have worked his shift before or after a Plant Holiday except where written permission was obtained.
- 19.05 Employees not actively employed because of:
- layoff
 - leave of absence
 - illness or injury and not eligible for WCB payments for the involved Plant Holiday(s).

and who work sometime within the fourteen (14) day period prior to, or the fourteen (14) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday(s).

ARTICLE 20 - VACATION WITH PAY

- 20.01 (a) For the purpose of calculating vacation entitlement, the vacation year runs from January 1st to December 31st.
- (b) An employee who has less than one (1) year service as of January 1st of the current year shall be entitled to one (1) day of vacation for each month of seniority, to a maximum of ten (10) days. Payment shall be made during the year at four percent (4%) of weekly gross earnings.
- (c) Employees with one (1) year but less than five (5) years of service as of January 1st will be entitled to three (3) weeks vacation. Payment shall be made during the year at six percent (6%) of weekly gross earnings.
- (d) Employees who complete their five (5) years of service on or before January 1st will be entitled to four (4) weeks vacation. Payment shall be made during the year at eight percent (8%) of weekly gross earnings.
- (e) Employees who complete their seventeen (17) years of service on or before January 1st will be entitled to five (5) weeks vacation. Payment shall be made during the year at ten percent (10%) of weekly gross earnings.

- (f) Employees who complete their twenty-five (25) years of service on or before January 1st will be entitled to six (6) weeks vacation. Payment shall be made during the year at twelve percent (12%) of weekly gross earnings.
 - (g) Vacation shall not be accumulated.
- 20.02 The Company reserves the right to limit to three (3) weeks the number of consecutive weeks of vacation taken at any one time. Otherwise earned vacation shall be taken in one (1) unbroken period unless the employee makes other arrangements as approved by Management.
- 20.03 Vacations can be taken at any time during the year on approval by the employee's supervisor. Preference for the months of July and August will be given to employees with children of school age, provided such requests are submitted to the supervisor prior to May 15th. Tentative vacation schedules shall be posted no later than June 1st. Employees shall be notified at least two (2) weeks in advance of receiving their vacation if any change in schedule is necessary.
- 20.04 Employees wishing to arrange leave of absence for the purpose of taking unpaid vacation in conjunction with paid vacation must arrange such leave subject to approval of Management at least two (2) weeks in advance of their scheduled vacation.
- 20.05 Vacation pay shall be calculated and paid on each regular pay cheque for all employees.

ARTICLE 21 - WAGES

- 21.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto, and forming a part of this Agreement.

The following will be the starting wage and progression to Class 1 in Schedule A.

Start Rate to 600 hours	Date of Ratification	\$19.24
	January 1 st , 2020	\$19.43
	January 1 st , 2021	\$19.62
600 hours to 1500 hours	Date of Ratification	\$20.25
	January 1 st , 2020	\$20.45
	January 1 st , 2021	\$20.66
1500 hours to 2600 hours	Date of Ratification	\$21.26
	January 1 st , 2020	\$21.48
	January 1 st , 2021	\$21.69
2600 hours to 3500 hours	Date of Ratification	\$22.28
	January 1 st , 2020	\$22.50
	January 1 st , 2021	\$22.72

3500 hours

Class 1 rate as per Schedule A

21.02 Temporary Transfer - An employee who is temporarily transferred to meet Company requirements to another job for which the regular rate is less than that which the employee is receiving, shall retain his former rate and if such transfer is to a job with a higher rate, the employee will receive the higher rate for each hour worked. However, if the employee works at the higher rate for greater than four (4) hours, he will be paid the higher rate for the entire shift.

21.03 New or Changed Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

21.04 Lead Hands

An employee working as a lead hand will receive a premium of one dollar and fifty cents (\$1.50) above the highest classification that they lead or above his own rate whichever is greater.

21.05 Shift Premiums

Up to three (3) shifts daily may be scheduled by the Company. These will be designated on shift schedules as day shift, afternoon shift and night shift. For the purpose of shift premium pay, afternoon shift shall be defined as 3:30 pm – 11:00 pm and night shift shall be defined as 11:00 pm – 7:00 am.

- (a) A shift premium of eighty cents (\$0.80) in addition to the standard hourly rate shall be paid to each employee for hours worked during the afternoon shifts. A shift premium of one dollar and twenty-five cents (\$1.25) in addition to the standard hourly rate shall be paid to each employee for hours worked during the night shifts.
- (b) The shift premiums outlined in (a) shall be paid during overtime hours at the rates outlined and shall not be included in the standard hourly rate for computing overtime pay.

21.06 Rate Protection

In the event of a layoff impacting employees with twenty (20) or more years of service and they perform work during that layoff, it is agreed that their pay rates will not be reduced lower than the rates they hold through their day shift bid position. If any such employees do not hold a bid job, they shall be paid the Job Class 3 rate for any work they perform during this period.

If during the course of such a layoff, these employees are required to work at a Job Class that is higher than their day shift bid job (or Class 3 as the case may be) they shall be paid the higher rate. If any such employee works at the higher rate for four (4) hours or more, that employee shall be paid the higher rate for that entire shift.

This clause excludes employees who are on accommodated or modified work schedules. Unless it is WCB related, they will continue to be paid their accommodated or modified work rate of pay for any such work which they perform.

- 21.07 Company designated first aid personnel shall be paid a premium of twenty-five cents (\$.25) per hour. There shall be no pyramiding in the calculation of overtime rates for this premium.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

- 22.01 The standard work day will consist of eight (8), ten (10) or twelve (12) hours, worked on either a day, afternoon, or night shift. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

22.02 Eight (8) Hour Shifts

- (a) When eight (8) hour shifts are scheduled the regular work week will be Monday through Friday. Seven (7) day operations may be scheduled by mutual agreement between the Company and the Union.
- (b) While on an eight (8) hour shift, work performed on Saturday and Plant Holidays will be paid at time and one-half (1½X) for the first four (4) hours and double time (2X) thereafter. Work performed on Sunday shall be paid at double time (2X).
- (c) Daily overtime will be paid at time and one-half (1½X) for the first two (2) scheduled hours and double time (2X) thereafter.

22.03 Ten (10) Hour Shifts

Ten (10) hour shifts may be scheduled. The following shall govern the scheduling of such four (4) ten (10) hour shifts.

- (a) The regular work week will consist of forty (40) hours divided into four (4) consecutive days scheduled Monday through Thursday.
- (b) The regular daily hours shall be ten (10) hours of work paid at straight time rates.
- (c) Lunch hours shall be one-half (½) hour unpaid.
- (d) All time worked in excess of the regular daily hours shall be overtime and shall be paid at the rate of time and one-half (1½X) for the first two (2) hours and double (2X) time thereafter.

Hours worked on an employee's first scheduled day off in a work week shall be paid for at time and one-half (1½X) for the first eight (8) hours and double (2X) for all hours worked in excess of eight (8) hours.

All work performed on Saturdays and Sundays shall be paid at double (2X) the employee's regular rate.

- (e) When one of the plant holidays falls on an employee's scheduled day off, it shall be paid on the basis of eight (8) hours pay.
- (f) When one of the plant holidays falls on an employee's scheduled work day, it shall be paid on the basis of ten (10) hours pay.
- (g) Work performed on any plant holiday shall be paid at double (2X) the employee's regular rate.

22.04 Twelve (12) Hour Shifts

(a) Straight Time

Twelve (12) hour shifts may be scheduled only on a seven (7) day per week basis. In no case will an employee be required to work in excess of eighty (80) hours in a two (2) week cycle at straight time.

(b) 1. Overtime Daily

Additional daily hours beyond twelve (12) hours will be paid for at double (2X) the employees regular hourly rate.

2. Overtime Two (2) Week Cycle

It is understood that the first four (4) hours after eighty (80) hours are part of the regularly scheduled shift. Additional paid hours beyond eighty (80) hours in a two (2) week cycle shall be paid at double time (2X) at the employees regular hourly rate.

3. Overtime Paid Holidays

When a paid holiday falls on an employee's day off and the employee does not work on that holiday, the employee shall be paid the sum of twelve (12) hours pay. An employee required to work on any of the plant holidays, shall be entitled to receive pay at double time (2X) his regular hourly rate for all hours so worked in addition to his holiday pay.

4. Employees who do not qualify under 2. above on twelve (12) hour shifts called into work on their regular day(s) off will be paid as follows:

Time and one-half (1½X) their regular hourly rate for the first eight (8) hours and double time (2X) thereafter.

- (c) Shifts listing individuals will be posted four (4) calendar days in advance of the two (2) week cycle.
- (d) Prior to implementing a twelve (12) hour shift, the alternative twelve (12) hour shift schedules will be discussed and mutually agreed upon with the Union. If a mutual agreement cannot be attained, the Company has the right to unilaterally implement a twelve (12) hour shift.

22.05 (a) Overtime - Voluntary

The Parties are agreed that all overtime will be voluntary.

(b) Overtime - Distribution

The Company shall distribute overtime equitably as far as possible in job classifications on the following basis:

Among yard classifications and among plant classifications.

(c) Overtime - Where Shift Premium Paid

If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

22.06 Rest Between Shifts

Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift, and will be paid the appropriate overtime rate for the hours worked.

22.07 Lunch Period

Lunch breaks shall be scheduled as close to the midway point of a shift as possible.

22.08 Employee Change of Shifts

If an employee is required to change shift more than once in a calendar week, he will be paid at time and one-half (1½X) rate for the balance of the week, unless the second change is to return to his original shift.

22.09 For each shift of operation the following breaks shall be regulated and paid for by the Company:

- (a) Employees shall be allowed two (2) breaks of ten (10) minute duration; one (1) in the first half shift and one (1) in the second half shift.

- (b) Employees on ten (10) hour shifts shall be allowed one (1) additional break of five (5) minutes duration during the shift.
- (c) Employees on twelve (12) hour shifts shall be allowed one (1) additional break of ten (10) minutes duration during the shift.
- (d) Employees working overtime for two (2) or more hours will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked.

22.10 Change of Start and Stop Times

The Company may change the regular starting and stopping times of the standard work shift as outlined in this Article 22 and Schedule B hereto. Prior to changing starting and stopping times, the Company shall inform the Union Steward or Unit Chairperson.

22.11 Lateness

Employees who report up to fifteen (15) minutes late for work will be deducted pay for fifteen (15) minutes. Employees who report in excess of fifteen (15) minutes late shall have pay deducted to the nearest one-quarter (¼) of an hour with a minimum deduction of one-quarter (¼) of an hour.

ARTICLE 23 - EDUCATION FUND

- 23.01 (a) The Employer shall contribute to the Union the sum of seven cents (\$.07) per hour per employee for each hour worked for education and training of Union members and is to be submitted quarterly.
- (b) The money shall be made payable to the United Steelworkers, Local Union 1-207 Education Fund, #202, 4264 – 91A Street, Edmonton, AB T6E 5V2 and the Employer shall provide necessary information regarding amounts paid for each employee.

ARTICLE 24 - STEELWORKERS HUMANITY FUND

- 24.01 For the purpose of international aid and development, the Company agrees to deduct the amount of (not less than two cents (\$0.02)) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a monthly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers Humanity Fund
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deduction as aforesaid shall be the fifth (5th) week following the ratification of this Agreement.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 25 – TERM OF AGREEMENT

- 25.01 This Agreement shall become effective on the 17th day of April, 2019 and shall continue in effect up to and including the 1st day of June, 2022.
- 25.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last one hundred twenty (120) days of its operations.

Duly executed by the parties hereto this 17th day of April, 2019.

On Behalf of
Shaw Pipe Protection Ltd. 39th Street

On Behalf of
United Steelworkers, Local 1-207

Paul Kainth

Ray White

Chad Mitchell

Barry Green

Bernard Auer

Thomas Martin

Matt Overink

**SCHEDULE "A"
STANDARD HOURLY RATES**

General Wage Increase for all Classes:

Date of Ratification – 1.25%

January 1st, 2020 – 1.00%

January 1st, 2021 – 1.00%

CLASS 1A			
Utility Labourer 1			
	YEAR 1	YEAR 2	YEAR 3
Start Rate	\$19.24	\$19.43	\$19.62
600 Hours	\$20.25	\$20.45	\$20.66
1500 Hours	\$21.26	\$21.48	\$21.69
2600 Hours	\$22.28	\$22.50	\$22.72

CLASS 1B		
Utility Labourer 2 (At 3500 Hours)		
YEAR 1	YEAR 2	YEAR 3
\$25.50	\$25.76	\$26.02

CLASS 2		
SF Pipe Tape, Grinder Station Operator, Yard Signal, Outbound Operator, Assistant Beveller, ID Pre-Cure Transfer, Riding Mower Operator, ID Holiday Rack		
YEAR 1	YEAR 2	YEAR 3
\$26.76	\$27.03	\$27.30

CLASS 3		
SF Tally, Acid Water Treatment Operator, Holiday Inspector Operator, Joint Cutter, ID Material Handler, ID Blast Assist, ID Paint Booth Assist		
YEAR 1	YEAR 2	YEAR 3
\$28.99	\$29.28	\$29.57

CLASS 4		
Small Fork Truck Operator, Banding Truck Operator, Assistant Wheelabrator Operator, Preheat Operator, Outside Tallyman, Bevelling Machine Operator, Overhead Crane Operator, Scissor Lift Operator, ID Preheat Operator, ID Tally		
YEAR 1	YEAR 2	YEAR 3
\$31.19	\$31.50	\$31.81

CLASS 5		
Wheelabrator Operator, Paint Machine Operator, Inside Tallyman, Shipper/Gateman, Pipe Receiver/Distributor, Grader/Cat Operator, ID Blast Machine Operator, ID Paint Operator, Assistant FBE Operator		
YEAR 1	YEAR 2	YEAR 3
\$33.69	\$34.02	\$34.36

CLASS 6		
FBE Operator, Extruder Operator, Insul Operator, Large Forklift Operator, Loader Operator		
YEAR 1	YEAR 2	YEAR 3
\$36.18	\$36.54	\$36.90

CLASS 7		
Crane Operator		
YEAR 1	YEAR 2	YEAR 3
\$37.74	\$38.11	\$38.49

SCHEDULE "B"
HOURS OF WORK SCHEDULE

Three Eight (8) Hour Shifts

- (a) 7:00 a.m. to 3:00 p.m. Day Shift
Lunch Paid - 20 Min.
- (b) 3:00 p.m. to 11:00 p.m. Afternoon Shift
Lunch Paid - 20 Min.
- (c) 11:00 p.m. to 7:00 a.m. Night Shift
Lunch Paid - 20 Min.

Two Eight (8) Hour Shifts

- (a) 7:00 a.m. to 3:30 p.m. Day Shift
Lunch Unpaid - 30 Min.
- (b) 3:30 p.m. to 12:00 a.m. Afternoon Shift
Lunch Unpaid - 30 Min.

One Eight (8) Hour Shift

- (a) 7:00 a.m. to 3:30 p.m. Day Shift
Lunch Unpaid - 30 Min.

Two Ten (10) Hour Shifts

- (a) 7:00 a.m. to 5:30 p.m. Day Shift
Lunch Unpaid - 30 Min.
- (b) 6:00 p.m. to 4:30 a.m. Afternoon Shift
Lunch Unpaid - 30 Min.

One Ten (10) Hour Shift

- (a) 7:00 a.m. to 5:30 p.m. Day Shift
Lunch Unpaid - 30 Min.

Two Twelve (12) Hour Shifts

- (a) 7:00 a.m. to 7:00 p.m. Day Shift
Lunch Paid - 20 Min.
- (b) 7:00 p.m. to 7:00 a.m. Night Shift
Lunch Paid - 20 Min.

One Twelve (12) Hour Shift

- (a) 7:00 a.m. to 7:00 p.m. Day Shift
Lunch Paid - 20 Min.

LETTER OF UNDERSTANDING

Scheduled Overtime

Notwithstanding Article 22.05 (a) of the Collective Agreement, the parties agree that for all work scheduled Monday to Friday all employees are required to work up to two (2) hours of overtime per day when such overtime is scheduled by the Company, provided that any scheduled overtime must be posted a minimum of seventy-five (75) hours prior to the commencement of the overtime.

Plant Holidays will be paid at ten (10) hours when working the scheduled overtime.

This letter of understanding may be cancelled by either party upon sixty (60) calendar days of written notice to the other party.

Duly executed by the parties hereto this 17th day of April, 2019.

On Behalf of
Shaw Pipe Protection Ltd. 39th Street

On Behalf of
United Steelworkers, Local 1-207

Paul Kainth

Ray White

Chad Mitchell

Barry Green

Bernard Auer

Thomas Martin

Matt Overink

LETTER OF UNDERSTANDING

Job Selection Procedure

1. A first priority list pertaining to jobs class 2 and above will be kept updated as employees are successfully awarded bids. A copy will be provided to the Union upon request. No differentiation will apply to multiple jobs, different shifts or different locations (e.g. receiving tally, shipping tally, afternoon tally, tally at railsite are all tally jobs).
2. When the crew shift schedule is prepared, employees will be placed in the highest paid job that their seniority and ability allows them to perform. If this places them in their first priority job then they will be given that job. If not, then the employee will be placed in another job within the classification as long as they are qualified and their seniority permits them to hold the job. If the employee is qualified to perform more than 1 job within the pay classification, placement shall be at management's discretion. A priority list will show all the jobs each employee is qualified to perform.
3. An employee may choose to refuse a job class 2 or higher job assignment. To do so, the employee must complete a "Refusal Form" and submit it to their supervisor. The refusal will be in effect and the employee will be bypassed for a minimum of three (3) calendar months. This bypass will not take precedence over seniority in case of layoff. A less than two (2) full shifts grace period will apply before the employee is moved out of the refused job. The refusal can be retracted by the employee by completing a "Retraction Form" and submitting it to their supervisor. A waiting period of up to two (2) weeks may apply (the minimum three (3) calendar month period must be served) before the "Retraction" can take effect.

It is agreed that in all cases of refusal, the Company reserves the right to deny or retract a refusal form due to shortage of qualified personnel.

4. An employee will not be allowed to refuse their bid job unless done so within the first five (5) working shifts (ten (10) working shifts for FBE Operator and Assistant FBE Operator) from the time the employee is awarded and commences the new position. After this time period he/she will only be allowed to change their first priority job by successfully posting into a different job. If the employee chooses to refuse within their first five (5) shifts (ten (10) working shifts for FBE Operator and Assistant FBE Operator), the Company will award the position to the next eligible employee who had bid on the original vacancy.
5. If an employee is on a shift in a job other than their first priority job and their first priority job becomes available on the other shift they will be moved into the opening at the beginning of the following weekly cycle. If an employee is on the same shift as their first priority job, management will endeavour to move them to their priority job by the start of the following shift.
6. For class 1 jobs the only differentiation that will apply will be "inside" and "outside". Management will move the most senior class 1 employees to their first priority location "inside" or "outside" within fourteen (14) calendar days from the time the request is made. Request must be made by using the "Refusal Form". The refusal can be retracted by the

employee by completing a “Retraction Form” and submitting it to their supervisor. A waiting period of up to two (2) weeks may apply (the minimum three (3) calendar month period must be served) before the “Retraction” can take effect.

7. Probationary employees will NOT be eligible to refuse their labour positions until they have attained seniority status.
8. It is the responsibility of all parties to point out to management any errors that have been made in the placement of personnel within the job selection procedure.
9. It is agreed, should the Company or Union request to meet to discuss concerns over the job selection procedure that a meeting will be scheduled in a reasonable period of time.

This Letter of Understanding may be cancelled by either party upon sixty (60) calendar days of written notice to the other party.

Duly executed by the parties hereto this 17th day of April, 2019.

On Behalf of
Shaw Pipe Protection Ltd. 39th Street

On Behalf of
United Steelworkers, Local 1-207

Paul Kainth

Ray White

Chad Mitchell

Barry Green

Bernard Auer

Thomas Martin

Matt Overink

LETTER OF UNDERSTANDING

Overtime Distribution

Notwithstanding Article 22.05 (b) of the Collective Agreement, the parties agree to manage the allocation of overtime as follows:

1. Overtime will be first offered to the employee doing the job during the normal working hours prior to the overtime. (Including probationary employees during the week.)
2. If the employee doing the job refuses the overtime then the other employees within the job class pay range in the department will be offered the opportunity for the overtime if they are qualified. (Including probationary employees during the week.)
3. If there is no one in the department in the job class pay range available and qualified, then a qualified, seniority employee will be selected from a lower job class within the department.
4. If a manpower requirement still exists, then any qualified, seniority employee from the other departments in the same or lower job pay range will be given the opportunity for the overtime. If the requirement still exists, then any qualified seniority employee in a higher job pay range will be given the opportunity for the overtime.

In this latter situation when an employee accepts and works the weekend or Holiday overtime, the employee shall be paid his predominant regular hourly job pay rate for that past week at the applicable overtime premium for all overtime hours worked.

Subsequently, if overtime requirements still exist; probationary employees will be given the opportunity for the overtime.

When an employee is requested to work overtime the employee will normally be required to respond “yes” or “no” at the time the request is made. Notwithstanding the above, where an employee requires reasonable time to make family arrangements, it will be granted.

This letter of understanding may be cancelled by either party upon sixty (60) calendar days of written notice to the other party.

Duly executed by the parties hereto this 17th day of April, 2019.

On Behalf of
Shaw Pipe Protection Ltd. 39th Street

On Behalf of
United Steelworkers, Local 1-207

Paul Kainth

Ray White

Chad Mitchell

Barry Green

Bernard Auer

Thomas Martin

Matt Overink

LETTER OF UNDERSTANDING

Crane Operator

The Company shall have the discretion to maintain the crane operator out of seniority order. During periods when the crane operator is kept out of seniority order and crane duties are not required, he will be employed in a labourer position in the maintenance department. This will not result in any labourer being placed on afternoons for a period greater than two (2) consecutive weeks unless mutually agreed upon.

Duly executed by the parties hereto this 17th day of April, 2019.

On Behalf of
Shaw Pipe Protection Ltd. 39th Street

On Behalf of
United Steelworkers, Local 1-207

Paul Kainth

Ray White

Chad Mitchell

Barry Green

Bernard Auer

Thomas Martin

Matt Overink

LETTER OF UNDERSTANDING

Term and Task

Policy Objective

From time to time during a layoff Shawcor is in need of qualified workers for very short periods of time. This policy identifies the process and conditions for conducting short term temporary recall to work actions, which do not adversely impact the seniority provisions pertaining to recall from layoff of the Collective Bargaining Agreement.

Scope

All employees governed by the respective Collective Bargaining Agreement(s) at either pipe coating facilities in Camrose.

Policy

Where the Company determines that a Term or Task assignment will be required, the Company will attempt to notify Union Representatives of the anticipated work assignments in advance of commencing the calls. Such notice will outline the potential work assignment, the anticipated duration and number of employees required. Such notification shall also be applicable where emergency conditions require calls on days other than the day the schedule is established. It is the Company's intention to follow this Term & Task recall procedure and to minimize the use of Term or Task recalls.

The Company will endeavor to contact employees on the day the schedule is established preceding the work assignment.

The Company shall maintain a record of the calls made in this recall procedure.

1. Employees will be contacted in seniority order. Any employee not reached or who declines the work assignment will be by-passed for the duration of the assignment. Where available, messages will be left for the employee on the telephone number provided to the Company. It is the responsibility of the employee to notify the Company of any changes to their phone number they are to be contacted at by the Company.
2. If an acceptance or refusal is not made on the initial contact call, employees must respond between 8:00 a.m. and 10:00 a.m. on the date specified in the message, to accept or refuse the Term and Task assignment.
3. After 10:00 a.m. on the date specified, the Company will continue down the seniority list and available work will be assigned on a "first-come-first-served" basis.

Specialized Tasks - In cases where a specific skill and competency is required, the Company will follow the seniority and contact the most senior trained operator with the specified competency and ability.

Duration of Term & Task - The Company will endeavor to limit the duration to not more than seven (7) consecutive calendar days. Notwithstanding, the Company shall determine the length of the term and task assignment.

Temporary Extensions - The Company will contact, in seniority order those individuals who were not available or who declined the initial offer of the Term and Task assignment. Should such an employee be unavailable, they will be bypassed for the extension. Where practical the Company will attempt to call before 10:00 a.m. In the event of an emergency, such as employee sickness, poor steel conditions, or other unexpected event, calls will occur in a timely manner to meet business requirements.

Absences - Upon contacting employees for Term & Task assignments, the Company shall bypass individuals who will be away for more than one (1) day on the T&T assignment lasting one (1) week or less, except assignments of one (1) or two (2) days, in which case any absence shall have the employee bypassed.

Employees accepting Term & Task assignments shall be subject to the Attendance Management program for absences.

Refusal - Refusal for Term & Task assignments will not constitute a refusal for recall in accordance with the seniority provisions of the Collective Bargaining Agreement.

Duly executed by the parties hereto this 17th day of April, 2019.

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