

# COLLECTIVE AGREEMENT



between

**SHAW PIPE PROTECTION LIMITED**

10275 - 21 Street, Edmonton, Alberta

and

**CONSTRUCTION & GENERAL WORKERS' UNION  
LOCAL NO. 92**

10319 - 106 Avenue, Edmonton, Alberta

June 1, 2009 - May 31, 2012



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AGREEMENT BETWEEN      **SHAW PIPE PROTECTION LIMITED**  
10275 - 21 STREET  
EDMONTON, ALBERTA

AND                              **CONSTRUCTION AND GENERAL  
WORKERS' UNION LOCAL NO. 92**  
10319 - 106 AVENUE  
EDMONTON, ALBERTA

EFFECTIVE DATE:              **JUNE 1, 2009**

**CLAUSE 1 - UNION RECOGNITION:**

Shaw Pipe Protection Limited recognizes the Construction & General Workers' Union Local No. 92 as the sole and exclusive bargaining agent for the company's locations at 10275 - 21 Street, Edmonton, Alberta as described in the current certificate no. 204-98 issued by the Provincial Department of Labour, with respect to wages, hours and other terms and conditions of employment.

**CLAUSE 2 - OBJECTS - CONDITIONS:**

The object of this Agreement is to promote peace and harmony between the employer and employee, to prevent waste, expense and avoidable unnecessary delays. It is the desire of each party to work harmoniously with the other in promoting their mutual interest and the efficient operation of the plant to the fullest extent possible combined with the economy of operation, quality and quantity of output, cleanliness of the plant and the protection of property.

There shall not be, during the term of this Agreement, any

slowdowns, stoppages of work or strikes by the Union or the employees and there shall be no lock-outs by the employer.

**CLAUSE 3 - EFFECTIVE DATE:**

- 3.01: This Agreement shall be in full force and effect as of June 1, 2009 and continue in effect until May 31, 2012, except as hereinafter provided.
- 3.02: Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to May 31, 2012.
- 3.03: If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiation, even though such negotiation may extend beyond the said expiry date; or until a collective agreement has been entered into between the Company and the bargaining agent; or a strike or lock-out commences in accordance with the Labour Relations Code.

**CLAUSE 4 - UNION SECURITY:**

- a) When interviewing for employment the Company will give preference to members of the Union who are immediately available and meet job requirements. The Company shall give the Union advance information as to employment requirements in order that the Union may make its members available. For the purpose of this Clause, the Union agrees to furnish its members

with a referral slip which will be used as identification of Union membership. In the event that no Union members are available and non-union employees are hired, it shall be a condition of employment that they become members of the Union only after the completion of ninety (90) calendar days from the date of employment.

Every employee who is now or hereafter a member of the Union shall maintain his/her membership in the Union as a condition of employment.

- b) The employer agrees to deduct union dues, including working dues, as a condition of employment. Initiation fees and assessments shall be deducted when the employer is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be remitted to the Secretary-Treasurer of the Union, accompanied by a list of the employees for whom the deductions were made, not later than the fifteenth (15th) day of the month following the month in which the deductions were made.
- c) There shall be no non-working Stewards. The Union may select two (2) of the employer's employees who are not probationary employees to act as Stewards for the Union, but it is agreed that such a selection must not be detrimental to the job. One employee will act as Chief Steward; the other as Assistant Steward. The Stewards shall perform their work for the employer the

same as any other worker, and shall not be entitled to any extra pay merely because they are acting as Stewards. The Stewards shall not be discriminated against. They shall, when possible, be the last to be laid off.

They shall be allowed a reasonable amount of time to investigate and process grievances as required after advising their supervisor of the necessity to work on the grievance.

- d) The Business Agent is to have access to all jobs covered by this Agreement in carrying out his/her regular duties after first notifying the Supervisor or person in charge of his/her presence. Nothing in this clause shall be interpreted to restrict the rights of the employer or his/her representative to refuse temporary entry, if circumstances warrant it.
- e) All references in this agreement to the masculine gender shall apply also to the feminine gender.

## **CLAUSE 5 - MANAGEMENT RIGHTS:**

- 5.01: a) The Union recognizes that it is the function of management to manage the affairs of its business and to direct the working forces of the Company, subject to the terms of this Agreement.

Such management function shall include:

- i) The right to hire, assign and increase and/or decrease the working force; promote, demote, transfer and make temporary lay-offs for lack of business and materials.

- ii) The determination of the number of and location of plants, the product to be manufactured, the methods of manufacturing, the schedule of productions, kinds and location of machines and tools to be used, process of manufacturing and assembling, the engineering and design of its product and the control of materials and parts to be incorporated in the products produced.
- iii) To maintain discipline of employees, including the right to make reasonable rules and regulations provided, however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedures of this agreement.

Employees party to this Agreement shall work under the conditions herein set out. The employer shall be given preference in the supplying of Union employees.

- (c) Employees who are working or are offered the number of hours provided by this Agreement shall not engage in any other employment for remuneration.

5.02: To enable the Company to keep its products abreast of scientific advancements, the Company may, from time to time, without reference to seniority hereinafter set forth, hire, transfer or assign duties to technically trained people and deal with them as it deems

advisable. This practice, however, will not adversely affect the number of working hours of the employees in the bargaining unit.

**CLAUSE 6 - STATUTORY HOLIDAYS:**

- a) The following shall be considered Statutory Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When one of the above named holidays falls on a Saturday and/or Sunday, they will be observed on the following Monday and/or Tuesday, or alternately, as outlined in Clause 9.

- b) Work performed on any of the above named holidays shall be paid for at double the employee's regular rate.
- c) Statutory holiday pay shall be computed at the rate of four percent (4%) of the employee's regular, overtime and shift premium earnings. It shall be calculated and paid to the employee on each regular pay cheque.
- d) The Company agrees that it will not require any employee to work on Labour Day, save when such work is necessary for the protection of life or property or in the case of an emergency.
- e) In order to qualify for payment of statutory holiday pay, an employee must have worked in

excess of thirty (30) days for the Company in the last twelve (12) months.

**CLAUSE 7 - VACATION PAY:**

- a) Vacation pay shall be computed on regular, overtime and shift premium earnings. It shall be calculated and paid to the employee on each regular pay cheque. No advances of wages will be permitted to employees taking vacation.
  
- b) Employees shall be entitled to three (3) weeks' vacation with pay at six percent (6%) of regular, overtime and shift premium earnings after one (1) year's employment with the Company as a member of Local No. 92.

Employees shall be entitled to four (4) weeks' vacation with pay at eight percent (8%) of regular, overtime and shift premium earnings after five (5) years' employment with the Company as a member of Local No. 92.

The time of vacation shall be fixed by the employer, however, every effort shall be made to achieve mutual agreement between the employer and employee on the scheduling of annual vacations.

**CLAUSE 8 - GRIEVANCE PROCEDURE:**

- (a) If any difference concerning the interpretation, application, operation or any alleged violations of this Agreement or any questions as to whether

any difference is arbitral arises between the parties, they shall meet and endeavour to resolve the difference.

- b) Any difference that remains unresolved following the application of the procedure outlined in paragraph (a) will be committed to writing and submitted to the Plant Superintendent who will review the matter and provide a written answer within five (5) days of receipt of the written grievance. At this step, representatives of either party may be invited to make representations. Grievances to be considered must be submitted within five (5) working days of the occurrence of the incident giving rise to the grievance.
- c) If the parties are unable to resolve the difference referred to in Clause (a), either of the parties may notify the other party, in writing, of its desire to submit the difference to arbitration and the name of the first party's appointee, to an arbitration board. The recipient of the notice shall, within five (5) days (exclusive of Saturdays, Sundays and other holidays), inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days (exclusive of Saturdays, Sundays and other holidays), of the appointment of the second of them, appoint a third person who shall be the chairman.
- d) If the recipient of the notice fails to appoint an arbitrator within the time limit under Clause (b), the appointment shall be made by the Minister of

Labour upon the request of either party. If the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour upon request by either party.

- e) The arbitration board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
- f) Each party to the difference shall bear the expense of its respective appointee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- g) The arbitration board, by its decision, shall not alter, amend or change the terms of the Collective Agreement except as provided in the Labour Relations Act.
- h) The discharge of a probationary employee for just cause shall not be subject of a grievance.

## **CLAUSE 9 - HOURS OF WORK:**

The following regular hours and shift schedules may be worked by the Company. The daily and weekly hours of work outlined in the Article 9 are stated solely for the purpose of

calculating overtime and shall in no way be interpreted as a guarantee of work or pay per day or per week.

## **SCHEDULE 1**

- a) The regular working week shall consist of forty (40) hours of employment divided into five (5) working days and worked between Monday and Friday.
  
- b) A shift starting on or after 6 am but before 9 am is a day shift. A shift starting on or after 9 am but before 6 pm is an afternoon shift. A shift starting on or after 6 pm but before 6 am is a night shift. Notwithstanding, however, operators and leadhands who are required to prepare for a shift may be required to commence work up to one-half hour early and, in such cases, if applicable, will be paid the shift premium rate for the scheduled shift. Employees shall be entitled to one-half (1/2) hour unpaid lunch period.
  
- c) Subject to clause 10 (l) of this agreement, all time worked in excess of the regular daily hours shall be deemed overtime and shall be paid for at the rate of time and one-half for the first two (2) hours, Monday through Friday, and double time thereafter.  
Hours worked on Saturday shall be paid for at time and one-half for the first four (4) hours and double time for all hours worked in excess of four (4) hours.  
All work performed on Sundays shall be paid for at double the employee's regular rate.

- d) For class 11 and 12 employees who are required to start work on a shift that commences after 9:00 am and up to 1:00 pm an additional premium of seventy-five (\$.75) cents per hour will be paid for all hours worked on that shift.

## **SCHEDULE 2**

- a) The regular work week consists of forty (40) hours divided into four (4) consecutive days scheduled Monday through Friday.
- b) The regular working day shall consist of ten (10) hours of employment.
- c) Lunch hours shall be one-half (1/2) hour unpaid as agreed on the project.
- d) All time worked in excess of the regular daily hours shall be deemed overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double 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 for the first four (4) hours and double time for all hours worked in excess of four (4) hours. All work performed on Saturdays and Sundays shall be paid at double the employees regular rate.
- e) When one of the main holidays, as per the Collective Agreement, falls on an employee's scheduled day off, it will be re-scheduled in either

the preceding or following week, in conjunction with a weekend.

Work performed on any named holiday shall be paid for at double the employee's regular rate.

### **SCHEDULE 3**

The following only will govern the scheduling of twelve (12) hour shifts by the Company:

- (a) Twelve (12) hour shifts may be scheduled by the Company for any and all plant operations. Employees may work three (3) twelve (12) hour shifts on one cycle and two (2) twelve (12) hour shifts on the second cycle. A maximum of four (4) crews will be utilized.
- (b) Employees on twelve (12) hour shifts will be paid at straight time for the first twelve (12) scheduled hours. Additional daily hours worked will be paid at double times (2X) the employee's regular hourly rate. Hours worked beyond eighty (80) hours in a two (2) week cycle shall be paid at double time (2X) the employee's regular hourly rate.
- (c) Employees on a twelve (12) hour shift rotation called into work on their regular day(s) off will be paid as follows: hours worked in excess of forty (40) hours per week shall be paid for at time and one half (1½X) their regular rate for the first two (2) hours and double time thereafter, including premiums in Clause 10 (k).

- (d) A down shift or shifts may be included in a rotation. If a down shift is included in a rotation, employees on crews not working in that rotation may be called into work.  
Employees so called will be paid for at straight time the employee's regular rate for the first four (4) hours and time and one half (1½X) thereafter.
- (e) Employees staying beyond their shift may stay up to a maximum of sixteen (16) hours worked.
- (f) When a paid holiday falls on an employee's day off who is scheduled on twelve (12) hour shifts and the employee does not work the employee will be paid the sum of ten (10) hours pay at his regular rate. An employee required to work on any of the plant holidays shall be entitled to receive pay at double times (2X) his regular rate for all hours so worked in addition to his holiday pay.
- (g) Employees shall be granted on each 12 hour shift:  
~ a twenty (20) minute paid lunch break, and .  
~ Two paid rest breaks of twenty (20) minutes each.  
Such breaks will be scheduled to ensure that there is one break in every four (4) hour work period.
- (h) A shift premium of seventy – five cents (\$.75) will be paid for all employees working on the second shift (hours worked from 7:00 PM to 7:00 AM).

- (i) Employees will be paid a meal allowance of eleven (\$11) dollars after fourteen (14) hours of work. Effective June 1, 2010 meal allowance will be paid at twelve (\$12) dollars after fourteen (14) hours of work.
- (j) To allow coverage on both shifts, one additional job steward will be allowed for the period this twelve (12) hours schedule is operating.
- (k) Twelve Hour Shifts: Employees will be paid one dollar (\$1.00) extra per hour worked while working (12) hour shifts under Schedule 3 of Clause 9. All other provisions contained in this Collective Agreement shall apply to these employees including notes (a) through (f) of Clause 13.

**CLAUSE 10 - MISCELLANEOUS PROVISIONS:**

- a) There shall be one (1) ten (10) minute paid rest break granted in each four (4) hour period of work. Such break shall be taken as close to the mid-point of the period as possible, with a margin of not more than one-half (1/2) hour before or one-half (1/2) hour after the mid-point.
- b) When employees are sent out of town by the Company, they shall work under all the terms and conditions of this Agreement. In addition, the Company shall provide transportation and adequate board and room at no cost to the employee. The employee will be paid travel time at the applicable hourly rate. Travel time will not

be approved for less than one-half (1/2) hour in duration unless such travel time occurs after the employee starts his/her shift.

- c) Any employee reporting for work and there is none available, shall be paid a minimum of two (2) hours at his applicable hourly rate. If the employee starts to work, he/she shall receive a minimum of four (4) hours' pay at his/her applicable hourly rate.

If an employee works more than six (6) hours but less than eight (8) hours, he/she shall receive eight (8) hours' pay at his/her applicable hourly rate.

This clause shall not apply under the following conditions:

- i) Where an employee has been informed in advance of his regular starting time that he is not to report to work.
- ii) Where interruption of work is due to circumstances beyond the Company's control.
- iii) Where the employee does not accept alternate work.
- iv) When the employee fails to keep the Company informed of his latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report to work.

- (d) There shall be a minimum rest period of eight (8) hours between shifts for employees. In any case, where employees are required to return to work before the expiration of eight (8) hours, all work then performed shall be paid for at overtime rates and shall continue for all work performed until a full eight (8) hour rest period has been observed.
- (e) Wages will be paid through direct deposit every second Thursday. Employees will be responsible to provide to the Company the information required to facilitate direct deposit and to advise the Company of any changes to personal banking.
- f) Any employee being discharged, laid-off, or who quits on their own accord, shall be paid all monies due them no later than seventy-two (72) hours after their termination of employment, excluding Saturdays, Sundays and holidays.
- g) The Company agrees to subsidize the cost of a pair of work boots by the amount of one hundred dollars (\$100) per worker in December of every year. To be eligible for this subsidy, the worker must have been employed by the Company for no less than five hundred (500) hours in the twelve months preceding the December subsidy payment and be actively employed by the Company at the time of the payment being made.

Upon attainment of seniority, and every two years thereafter, employees who are required to wear prescription safety glasses are entitled to

reimbursement of up to \$175.00 toward the purchase of a pair of CSA approved prescription safety glasses with side shields.

- i) The Company agrees to provide rain gear, rubber boots and coveralls to be distributed to the employees where required at no cost to the employee. Such rain gear, rubber boots and coveralls shall be replaced when they become too worn or otherwise unserviceable. Coveralls will be issued by the Company to those employees assessed as requiring them. Coverall maintenance will be the responsibility of the Company. This program will be administered by the Company with input from the Union.
- j) Where employees are required to work over ten (10) hours in a day under Schedule 1 or twelve (12) hours in a day under Schedule 2 on a scheduled or unscheduled basis, the Company shall pay each employee the sum of eleven dollars (\$11) in lieu of the meal. Effective June 1, 2010 meal allowance increases from eleven (\$11) to twelve dollars (\$12).
- k) Employees shall receive a shift premium of seventy cents (\$.70) per hour based on their basic daytime rate for all hours worked on any second shift. Employees shall receive a shift premium of eighty cents (\$.80) per hour based on their basic daytime rate for all hours worked on a third shift.

- l) Employees on regular shift shall not have less than twenty-four (24) hours notice for change of shift or weekend work. If such notice is not given and the employee fails to report to work, he/she shall not be subject to disciplinary action. Work performed prior to the start of an employee's regularly scheduled shift shall be considered overtime and paid in accordance with the overtime provisions of this agreement. This clause shall not apply where the employee has requested the shift change. Unscheduled work shall be on a voluntary basis except when necessitated by an emergency condition.

All shifts and weekend work shall be posted.

When an employee is required to report in and reports after he/she has finished his/her regular shift, he/she shall receive a minimum of three (3) hours' pay at the overtime rate specified and applicable to that day.

- n) The parties agree to implement the "Canadian Model for Providing a Safe Workplace 2001" manual as presented and discussed during collective bargaining.

#### **CLAUSE 11 - SENIORITY:**

- a) Seniority is defined for the purpose of this Agreement as the length of continuous service at the locations listed in Clause 1- Union Recognition except where otherwise specifically provided for in the following clauses.

- b) Except as provided in paragraph (f), in all demotions, promotions or lay-offs, seniority shall prevail, however in the application of this clause by the Company, it is agreed and understood that production efficiency will not be impaired. An employee shall be classified as a probationary employee until he has completed at least ninety (90) days of continuous active employment with the Company. On the completion of the said period, seniority shall date from date of hiring.
- c) Any employee promoted or reclassified shall be allowed a reasonable period of trial and training which shall not extend over thirty (30) working days and if found unsatisfactory in the opinion of the Company, shall be given the opportunity of going back to his former employment without loss of seniority. Reclassification can be of a temporary nature. Employees are to receive a job rate when able to do work without assistance.
- d) The Company shall post a list on the notice board within one month after signing of this Agreement showing the plant seniority date of each employee. Any error in the said list must be taken up with the Company within two weeks of the list being posted. Thereafter, it shall become final. A revised seniority list shall thereafter be posted at six month intervals starting on the first day of January and again on the first day of July each year.
- e) Employees temporarily transferred to a lower rated classification shall receive the rate of pay

of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification. (This clause shall not include employees temporarily relieving others for a period less than one (1) full shift.) This clause shall not apply to employees reduced due to a shortage of work.

Employees having fifteen (15) or more years of seniority and who are transferred to or recalled to lower rated classifications than their posted classification will receive the wage rate of the higher classification. Such rate retention will not apply where an employee has signed off of a job posting.

- g) Employees reclassified due to a shortage of work shall be placed into the highest paying job classification that their training and seniority permit. Employees will not be eligible to displace a less senior employee in the event of a reduction in the workforce unless they have equal skill at performing the work the less senior employee is doing.
- h) Where a lay-off is for a period longer than twelve (12) working days, the reduction in the working force shall be made in accordance with Clause (b) above, and employees shall be paid in accordance with the classifications as contained in Article 13 - Wages, of the Agreement.

- i) All vacancies shall be posted on the bulletin boards. All permanent vacancies will be posted immediately. Temporary vacancies are to be posted after thirty (30) days and shall be posted as an assignment. Employees shall have three (3) consecutive working days in which to apply for the vacancy and the Company shall select the employee, based on seniority, ability being equal. Such vacancies may be filled on a temporary basis until a decision is made as above. If the senior applicant does not receive the appointment, the Company will advise the Job Steward of the reason why, and the name of the employee selected for the position will be posted.
- j) If an employee feels that he/she is being discriminated against under the above clauses, the said employee has the privilege of referring the complaint to the Union and the complaint may be processed under Clause 8 of this Agreement.
- k) An employee shall lose all seniority rights for any one or more of the following reasons:
1. Voluntary resignation.
  2. Discharge for just cause.
  3. Failure to return to work when on recall within five (5) working days after being called by registered mail, unless due to actual illness or accident. In conjunction with notification through registered mail the Company will attempt to notify by phone the union dispatch office. The employer may require substantiating proof of illness or accident.

4. Employees who fail to notify the Company of their latest address and telephone number when on the recall list.
5. If the employee has not been recalled to work within a period of twenty-four (24) months after the date of lay off.

**CLAUSE 12 - SAFETY AND ACCIDENT PREVENTION:**

- a) It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Occupational Health and Safety Board of Alberta.
- b) Employees must observe the safety rules as written by the Company, as may be amended from time to time, and use the safety equipment as required.

## **CLAUSE 13 - WAGES:**

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	<b><u>June 1</u></b> <b><u>2009</u></b>	<b><u>June 1</u></b> <b><u>2010</u></b>	<b><u>June 1</u></b> <b><u>2011</u></b>
General Classifications:			
1. Labourer 1	\$20.50	\$21.25	\$22.25
2. Labourer 2	\$26.32	\$27.07	\$28.07
3. Pick-up & Delivery Driver Warehouse & Stores, SF Pipe Taper, SF Tally	\$26.55	\$27.30	\$28.30
4. Joint Cutters, Mechanic's helper, End Finisher, Bobcat, Truck Driver Utility 3 Ton Truck,	\$26.83	\$27.58	\$28.58
5. Internal Brush Machine Operator, Small Forklift Operator, Cement Mixer, Pipe Tallying (Yard), Hand Liner C.M.L., Sandblaster, Tally Measure and Record, Sleeve Warehouse	\$27.54	\$28.29	\$29.29
6. Overhead Crane Operator (5T+), Truck Driver (1st Class), Wheelabrator Operator	\$28.13	\$28.88	\$29.88
7. Pipe Receiver and Distributor, Cement Machine Operator, Large Forklift Operator, Hi-Temp Operator, Prime Lance Operator	\$28.45	\$29.20	\$30.20
8. Shipper/Gateman, Internal Epoxy Paint Machine Operator	\$29.49	\$30.24	\$31.24
9. Extruder Operator, Insul-8 Operator, CWC Operator	\$31.77	\$32.52	\$33.52
10 Crane Operator	\$36.88	\$37.63	\$38.63
11. Welder Gov't Certified, (1st Class) Machinist, Mechanic Gov't Certified, Millwright Gov't Certified	\$36.88	\$37.63	\$38.63

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## NOTES TO WAGE SCHEDULE

- a) All employees newly hired, except skilled trades, enter at the Labourer 1 rate except by mutual agreement.

Progression in the Labourer 1 classification, shall be as follows:

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	<b>June 1, 2009</b>	<b>June1 2010</b>	<b>June 1 2011</b>
Start Rate:	\$20.50	21.25	22.25
Following 1200 hours worked:	\$21.00	21.75	22.75
Following 2400 hours worked:	\$22.00	22.75	23.75
Following 3600 hours:	Class 2		

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Hours worked prior to June 1, 1998 shall be credited.

- b) 1) In the event of a lay-off or reduction in available work, employees in Class 1 will be laid off before any employee in Class 2 through Class 12 is laid off.
- 2) Employees in Class 2 through Class 12 who were hired prior to June 1, 1992 will not be placed into the Labourer Class (1) classification.
- 3) Overtime opportunities shall first be distributed among Class (2) through (12) employees, however, where Class (1) employees are normally performing the available overtime, they shall be given the opportunity.

- c) Lead hands shall not receive less than one dollar and fifty cents (\$1.50) per hour above her/his own rate or above the highest classification supervised, whichever is the greatest.
- d) Plant Maintenance employees shall be required to train for a period of two (2) years. Upon completion of the training period, Plant Maintenance employees will be paid at a wage class of seven (7).
  - i) First six (6) months at wage class three (3)
  - ii) Second six (6) months at wage class four (4)
  - iii) Third six (6) months at wage class five (5)
  - iv) Fourth six (6) months at wage class six (6)
- e) APPRENTICE WAGES:  
Apprentice wages, as per Alberta Government Apprenticeship Act, except for Extruder Operator Apprentice as follows:

Extruder Operator Apprentice Rates shall be:

First six (6) months at class #2 rate plus	\$1.21	\$1.28	\$1.36
End of 1st 6 month period	\$1.21	\$1.29	\$1.36
End of 2nd 6 month period	\$1.21	\$1.29	\$1.36

- f) Crane Operator apprentices will be paid in accordance with apprenticeship guidelines in place in Alberta at the time of apprenticeship unless the employee has transferred from a rated job paid higher than the apprenticeship rate.

Effective June 1, 2009 Maintenance personnel holding two or more tickets in the trades noted in

Class 11 and Class 12 and who are prepared to work in these occupations as required, will be eligible to receive a premium of \$1.00 per hour worked.

**CLAUSE 14 - HEALTH AND WELFARE:**

- a) The parties hereto acknowledge the Labourers' Health and Welfare Trust Fund of Alberta and Saskatchewan.

The employer signatory hereto shall contribute one dollar and ten cents (\$1.10) per hour effective June 1, 1998 for each and every hour worked by any employee under the job classifications set out in the Agreement. Such contributions are to be made solely by the employer, and no employer shall deduct such contributions or any portion thereof from any employee's wages. Such contributions are in excess of the wage rates set out in this Agreement and do not constitute a payment of wages, or any portion of a payment of wages.

Upon the wages of an employee becoming due, the said contributions of one dollar and ten cents (\$1.10) per hour shall be calculated by the employer and set aside for the Trustees of the said fund and the gross contributions of the employer for all hours worked by all employees in the said classification in a month shall be forwarded by the employer to the said fund at 9th Floor, 9707 - 110 Street, Edmonton, Alberta T5K 3T4, no later than the fifteenth (15th) of the month following.

It is understood that the contributions negotiated under this clause are for the benefit of members of the Union as recognized by the Trustees of the said fund who shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

- b) The Company agrees to pay 100% of the premiums of Alberta Health Care Insurance Commission.

**CLAUSE 15 - PENSIONS:**

- a) The employer will contribute into the Labourers' Pension Fund of Western Canada for all hours worked by employees covered by this Agreement.

Effective June 1, 2001, the employer will contribute into the Labourers' Pension Fund of Western Canada at the rate of two dollars and twenty cents (\$2.20) for all hours worked by employees in classifications 2 through 12 and one dollar and thirty cents (\$1.30) for all hours worked by employees in classification 1.

- b) All payments shall be made not later than the fifteenth (15th) day of the month following the month for which payment is to be made.
- c) Payments to be forwarded to Labourers' Pension Fund of Western Canada, located at 9th Floor, 9707 - 110 Street, Edmonton, Alberta T5K 3T4,

or such other place as the Trustee may designate from time to time.

**CLAUSE 16 - BEREAVEMENT PAY:**

In the case of a death in the immediate family of an employee, the Company shall grant three (3) days leave of absence with pay. "Immediate Family" shall be meant to include Mother, Father, Father-in-law, Mother-in-law, Sister, Brother, Daughter-in-law, Son-in-law, Wife, Husband, Children, Grandchildren and Grandparents. The Company shall grant one (1) day leave of absence with pay for Sister-in-law and Brother-in-law. Any such leave of absence must be arranged with the employee's supervisor if possible or another Company representative. The provisions shall apply if the employee attends the funeral or if required to take an active part in estate arrangements of the deceased.

**CLAUSE 17 - JURY SERVICE:**

The Company shall pay an employee who is required for jury service or selection for each day of service the difference between his average straight time hourly rate for the number of hours he normally works on his or her regular shift and the payment he received for jury service. The employee shall present proof of service and the amount of pay received.

\* \* \*

SIGNED this 16<sup>th</sup> day of July, 2009, at Edmonton, Alberta.


CONSTRUCTION & GENERAL WORKERS'  
UNION LOCAL NO. 92  
Edmonton, Alberta


SHAW PIPE PROTECTION LIMITED  
Edmonton, Alberta


UNION:

  
Charlie Gosse  
Business Agent

  
Jason Lister  
Job Steward


  
Larry Villeneuve  
Business Agent


  
Larry Lebold  
Secretary/Treasurer

  
Greg Madry  
Assistant Job Steward

COMPANY:

  
Lynel Zimmer  
Operations Manager

  
Wayne Olmstead  
Human Resources Manager



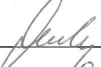
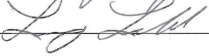
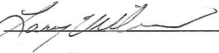
  
Eileen St. Peter  
Labour Relations Leader

## LETTER OF UNDERSTANDING




It is agreed that the Union may allocate a portion of the agreed wage adjustment herein to the Health and Welfare fund (Clause 14) or the Western Canada Pension Fund (Clause 15), on any or all of the following dates June 1, 2010, June 1, 2011.

This Letter of Understanding expires May 31, 2012.

For the Union

  
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\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Company

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## Letter Of Understanding: QC Assistant

It is understood and agreed that the Company may from time to time assign an hourly employee to assist in Quality Control activities in CWC/RJ/CML.

Employees appointed to this role will be paid at the classification 5-wage rate.

For the Union

C. D. Sasse  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Company

[Signature]  
[Signature]  
[Signature]

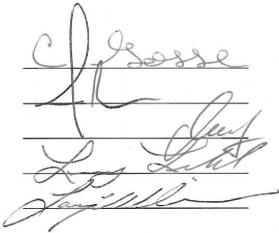
**Letter Of Understanding: Maintenance**

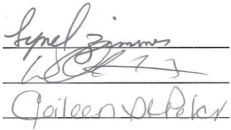
This is to confirm the agreement of the parties that normal maintenance work at Edmonton 34<sup>th</sup> Street Plant will be performed by the maintenance employees who are members of the Edmonton 21<sup>st</sup> Street bargaining unit.

In future, should the Company decide to relocate its base for maintenance operations from Edmonton 21<sup>st</sup> Street to Edmonton 34<sup>th</sup> Street, the parties will meet to discuss transition of the maintenance employees into the Edmonton 34<sup>th</sup> Street bargaining unit. In the Edmonton 34<sup>th</sup> Street Collective Agreement, each position will be placed at the same classification level as it was placed under the Edmonton 21<sup>st</sup> Street agreement.

For the Union

For the Company




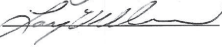
Handwritten signatures for the Union, including names like Jesse, Jeff, and Jay Miller, each on a horizontal line.

Handwritten signatures for the Company, including Lynel Zimmers and Gaileen DePolar, each on a horizontal line.

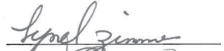


**Letter Of Understanding: Operator Medicals**

It is understood and agreed that the parties will meet within sixty (60) days of the ratification of this agreement to develop an appropriate job specific physical assessment program in support of the Shawcor Safety Management System.

For the Union

For the Company

**Letter Of Understanding: Direct Deposit**

It is understood and agreed that the following employees will continue to receive their wages by cheque unless or until they agree to be paid by direct deposit pursuant to Article 10(e).

For the Union

C. Grosse  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Company

[Signature]  
[Signature]  
Gailen Verbeke



## Local 92 Phone Numbers for Members

Edmonton Office: 780-426-6630 / 1-800-661-1989  
Job Recording: 780-944-1315 / 1-800-661-1999

Fort McMurray Office: 780-791-6557 / 743-2233 (Fax)

24 Hour Check-In **780-426-6637**  
Training Centre (Edmonton) 780-423-7722 / 1-877-955-3345  
H&W, Pension 780-453-2303 / 1-800-661-7369