

2018-2023 COLLECTIVE AGREEMENT

BETWEEN



**ESCO CORPORATION
(EDMONTON PLANT)**

AND

0

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

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

APRIL 1ST, 2018 – MARCH 31ST, 2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 PURPOSE OF AGREEMENT	1
2 RECOGNITION & SCOPE	1
3 RELATIONSHIP.....	1
4 MANAGEMENT FUNCTIONS	2
5 UNION SECURITY.....	3
6 UNION REPRESENTATION.....	4
7 NEGOTIATING COMMITTEE	4
8 GRIEVANCE PROCEDURE	4
9 DISCHARGE AND DISCIPLINARY ACTION.....	6
10 ARBITRATION	6
11 SENIORITY	7
12 LEAVE OF ABSENCE.....	11
13 UNION REPRESENTATIVE	11
14 BULLETIN BOARDS	12
15 REPORT ALLOWANCE	12
16 PAYMENT FOR INJURED EMPLOYEES.....	12
17 BEREAVEMENT PAY	12
18 SAFETY & HEALTH	12
19 STATUTORY HOLIDAYS	14
20 VACATION WITH PAY	14
21 WAGES.....	15
22 HOURS OF WORK & OVERTIME.....	16
23 GENERAL	18
24 HEALTH BENEFITS	19
25 RETIREMENT PLAN	19
26 HUMANITY FUND.....	20
27 APPRENTICE TRADESMEN.....	20
28 LENGTH OF CONTRACT	20
SCHEDULE "A"	22
LETTERS OF UNDERSTANDING	
NEW CLASSIFICATION TO BE ESTABLISHED - SPELL HAND	25

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure for the Company, 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 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is acceptable.
- 1.03 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 and vice versa.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01 The Company acknowledges and accepts the Union as the sole collective bargaining agent for all the Employees employed in its current overlay fabrication operation at 14648 134 Avenue NW Edmonton, Alberta, except office staff, engineers, quality assurance persons, sales persons, and any persons excluded by the Alberta Labour Relations Board certificate number 92-2012.
- 2.02 Should the present operations be moved to a different location within twenty-five (25) kilometers of the present location this Agreement shall be extended to cover such locations.
- 2.03 The Company and Union agree that new Employees should be acquainted with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles of the Agreement. It is further agreed that the Unit Chair or Local Union Representative be given an opportunity to speak with each new Employee during paid breaks or the lunch break during the first thirty (30) days following completion of the probationary period for the purpose of acquainting the new Employees with the Collective Agreement.

ARTICLE 3 - RELATIONSHIP

- 3.01 There shall be no harassment or discrimination against any Employee by the Company or by the Union in contravention of the *Alberta Human Rights Act*.
- 3.02 The Company and the Union agree that there will be no intimidation or coercion for any reason, toward any Employee of the Company, any representative of the Company, or any member of the Union. The Company agrees it shall not interfere with, restrain, coerce or discriminate against, Employees in their lawful right to become and remain members of the Union, and to participate in its activities.
- 3.03 The Company agrees to permit the Union to conduct membership meetings on the Company's property. The Union agrees that it will provide the Company with reasonable written notice requesting a meeting(s) at the Company's facility. Meetings will be held

during Employees' off shift times and periods that do not disrupt the operation of the business. The Company agrees that it will not unreasonably withhold permission from the Union to conduct on-site meetings.

- 3.04** Bargaining unit Employees will not have their normally scheduled work hours reduced or be laid off as a direct result of contracting out of bargaining unit work at the facility. This restriction does not apply in the event of an emergency or other circumstance beyond the control of the Company.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, it is the exclusive function of the Company to manage the affairs of the business.

- a)** The rights of the Company include, but are not limited to, the following:
- i)** Design and implement health and safety policies;
 - ii)** Operate and manage its affairs and facilities in all respects in an efficient and economic manner, including the right to hire, direct and schedule its workforce;
 - iii)** Promote, demote, classify, assess, transfer, assign, layoff and recall Employees;
 - iv)** Discipline and discharge Employees for just and reasonable cause;
 - v)** Determine job content, standards of performance, the qualifications of Employees to perform work, and job evaluations;
 - vi)** Make, establish, publish and enforce rules and regulations to be observed by Employees including but not limited to regulations relating to confidentiality, conduct, attire, and protection of Company property;
 - vii)** Introduce new and improved methods, equipment and facilities;
 - viii)** Purchase supplies, equipment, materials and services from any source acceptable to the Company;
 - ix)** Determine the number of Employees to be employed, overtime, and the duties to be performed; and
 - x)** Establish, alter, consolidate or abolish job classifications, departments or units of operation.
- b)** The Union further recognizes the right of the Company to operate, and manage its business in all respects in accordance with its commitments and

responsibilities. The locality of plants, products to be manufactured, schedules of production, methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time the rules and regulations to be observed by the Employees, provided that they are not inconsistent with the provisions of this Agreement.

- c) The Company recognizes the value of improving the productivity and efficiency of the workforce and will undertake actions to promote such increased productivity.

ARTICLE 5 - UNION SECURITY

- 5.01 a) All Employees who were members of the Union on the date the certification was granted and all Employees hired after the date of certification shall, as a condition of continued employment, maintain membership in good standing in the Union. All Employees hired after this Agreement becomes effective shall become members of the Union upon completion of their probation period.
 - b) The Company shall deduct from the pay of each member of the bargaining unit each month, such Union dues, fees and assessments as prescribed by the Constitution of the Union. No dues are payable for a new Employee prior to completion of the probation period.
- 5.02 The dues so deducted shall be remitted within fifteen (15) days of the end of the month payable to the:

International Secretary Treasurer
United Steelworkers
PO Box 9083 - Commerce Court Postal Station
Toronto, ON
M5L 1K1

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 (R115 form) showing the names of each Employee from whose pay deductions have been made, and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made, and the reasons why, along with any forms required by the International Union.
- 5.04 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance within this Article.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** Upon notification in writing by the Union, the Company will recognize two (2) Shop Stewards, who have each completed the probationary period. The Union, by notification in writing, may also designate two (2) alternate Shop Stewards who have completed the probationary period, who will be recognized by the Company on occasions when a Steward is absent from the Company.
- 6.02** The Union will provide to the Company current and updated lists containing the names of the Union Stewards and Committee persons.
- 6.03** The Company agrees that a Representative from the Union that is not a bargaining unit Employee may attend meetings convened with the Company to deal with grievance matters or any employment matters that arise out of the administration of the Collective Agreement provided that this does not cause undue delay.
- 6.04** When the legitimate business of a Shop Steward or Safety Committeeperson requires him to leave his department, he must seek prior approval, with as much advance notice to the Company as possible, from the Company prior to leaving his department. The Company shall not unreasonably withhold permission for a request for leave for legitimate business of a Shop Steward or Safety Committeeperson but may withhold permission if the legitimate business would interfere with the operations.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01** The Company recognizes that the Union negotiating committee will be made up of the Unit Chair and not more than two (2) regular bargaining unit Employees elected by the membership, along with representatives of the International Union. The number of Union committee members to sit on the Union bargaining committee shall be determined by the Union.
- 7.02** The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** It is the mutual desire of the Parties that complaints of Employee(s) shall be adjusted as quickly as possible and it is understood that the Supervisor/Manager shall first be given an opportunity of addressing complaints with the Employee(s), who may be accompanied by his Union Representative.
- 8.02** If a complaint is not settled by the Supervisor/Manager to the satisfaction of the Employee within two (2) working days, then the following steps of the grievance procedure may be invoked, in order:
 - Step One:** The Unit Chair or a Shop Steward, shall within ten (10) working days of the knowledge of the matter causing the grievance, present the grievance

in writing to the Employee's Manager. The Manager shall within ten (10) working days give the response in writing to the Employee and to the Union. The grievance will provide particulars about factual basis of the grievance and the provisions of this Agreement that are alleged to have been breached.

Step Two: Failing agreement and resolution, the Employee's Shop Steward or Unit Chair shall within five (5) working days of receipt of the Manager's reply at Step One present the grievance in writing to the Site Manager or such other persons he may delegate. At this stage, the Unit Chair and/or the Shop Steward may, at the convenience of the Site Manager or his delegate, discuss the grievance. The Site Manager or his delegate shall within five (5) working days give his answer to the Shop Steward/Unit Chair.

Step Three: Failing agreement and resolution, the Shop Steward/Unit Chair shall within five (5) working days of receipt of the Site Manager's reply at Step Two present the grievance in writing to the Site Manager responsible for the operation or such other persons he may delegate. At this stage, the Local Union Representative and/or the Unit Chair may, at the convenience of the Site Manager or his delegate, discuss the grievance. The Site Manager or his delegate shall within five (5) working days give his answer to the Local Union Representative and/or Unit Chair.

8.03 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after either the Employee or the Union first became aware of, or ought to have been aware of, the alleged violation of the Agreement. This time limit is mandatory. Grievances not responded to by the Company within the time limits set out in Article 8.02 will be automatically advanced to the next step of the grievance procedure. If there is no agreement and resolution at any Step and the Union does not present the grievance at the next Step within the time limits set out in Article 8.02, the grievance is deemed withdrawn and may not be re-filed.

8.04 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated under Step Two. The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the Union first became aware of, or ought to have been aware of, the alleged violation of the Agreement. This time limit is mandatory. The provisions of this Article must not be used to institute any non-policy grievance directly affecting an Employee which could have been instituted through the regular grievance procedure.

8.05 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 10, at any time within thirty (30) calendar days after the decision is received under Step Three.

8.06 At Step Three of the grievance procedure including arbitration, the Parties may have the assistance of the Employee or Employees concerned and any necessary witnesses. All

necessary arrangements will be made to permit the Parties to have access to the plant to view disputed operations provided there is no disruption of production or operations.

8.07 Any time limit referred to herein with respect to the grievance procedure may be extended by mutual agreement between the Parties.

8.08 Any grievance affecting more than one (1) Employee may:

- a) be filed on behalf of the several Employees affected provided the grievance so states, and
- b) before presentation in Step Two, be discussed by the appropriate Shop Steward/Unit Chair with the Site Manager at the latter's convenience. Failing agreement, the grievance may be proceeded with under Step One of the grievance procedure.

8.09 The Company has the right to initiate a grievance at Step Two or higher.

ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

9.01 A claim by an Employee that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the grievance procedure within ten (10) working days after the Employee receives notice that he has ceased to work for the Company or returns to work after a suspension, as the case may be. This time limit is mandatory.

9.02 An Employee that is to receive documented discipline from the Company will be given the opportunity to have the discipline issued in the presence of a Union Representative provided that this does not unduly delay delivery of the discipline. Such representatives will normally be a Shop Steward.

9.03 Written warnings more than twenty-four (24) months old and suspensions more than thirty (30) months old will not be used by the Company to justify further disciplinary action.

9.04 a) The Parties agree to observe the established principles of progressive discipline. It is recognized that there may be circumstances that justify imposing a disciplinary action outside of the progressive disciplinary process.

b) Warnings that are disciplinary in nature will be in writing, stating the reasons for the discipline. A copy will be provided to the Union.

ARTICLE 10 - ARBITRATION

10.01 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 can be arbitrated, 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.

- 10.02** Any matter referred to arbitration, as provided in Article 10.01 hereof, shall be submitted to a single arbitrator selected from a list of three (3) Arbitrators. The matter presented to arbitration should be referred to one of the following arbitrators:
1. Andy Sims
 2. Phyllis Smith
 3. Mark Asbell

Such matters of arbitration shall be dealt with by rotation of succession. If any arbitrator refuses to act or cannot act in a reasonable timeframe, the next person on the list should be used.

- 10.03** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties, and upon any Employee affected by it.
- 10.04** The Arbitrators shall rotate on each subsequent arbitration.
- 10.05** 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.
- 10.06** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 10.07** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar 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.
- 10.08** A claim by an Employee that he has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending, or laying off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring Parties or determined by the Arbitrator, as the case may be.

ARTICLE 11 - SENIORITY

- 11.01** An Employee shall not have any seniority and shall be considered as a probationary Employee until he or she has attained seniority status after three (3) calendar months of full time employment. The Company shall complete a probationary review on each Employee no later than three (3) calendar weeks before the end of the probationary period. A copy of such evaluation will be provided to the Union. The Company agrees not to terminate a probationary Employee without at least one (1) performance review. If a review has not been done and the Company believes a probationary Employee has

not met acceptable performance levels or has not had adequate time to assess the Employee, the probationary period will be extended. The probation period will be used by the Company to determine the suitability of the Employee for employment with the Company.

The probation period may be extended by the Company where it believes the Employee may be able to improve his performance to acceptable levels. The length of the extension will be discussed between the Unit Chair or designate and the Company prior to any extension being issued.

Upon completion of this probation period an Employee shall acquire seniority status and shall have seniority dated back to his date of original hire.

- 11.02** Skill and ability being relatively equal, seniority shall then govern unless otherwise expressly provided in this Agreement.

The Parties recognize that job opportunity and security should increase with proportion to length of service and performance. It is therefore agreed that in cases of layoff and subsequent recall, other than layoffs or recalls of a short term or emergency nature, seniority shall apply, provided the senior Employee has the necessary skills and ability to proficiently perform the available work.

For the purposes of this section, a short term layoff is one not expected to last longer than two (2) months. In case of a short term layoff, the Company may reduce the work hours of all affected Employees to minimize the layoffs. The Company will not be required to incur any premium payments, including overtime, as a result of layoffs in accordance with seniority.

In the case where a senior Employee receives notification of a pending short term layoff and a junior Employee is retained during a "short term layoff" and the senior Employee makes a claim that he has the required skill and ability to perform the work of the junior Employee, the senior Employee will be permitted a meeting with the Company, with his Union Representative present, to appeal the layoff. If the matter is still not resolved to the satisfaction of the parties then the senior Employee will reserve his right to file a grievance on the matter.

- 11.03** Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the bargaining unit. Continuous service, for the purposes of this Agreement, shall be determined from the last date of employment with the Company.

- 11.04** Seniority rights shall cease and the Employee shall no longer be considered for employment by the Company, for any of the following reasons:

- a) If the Employee voluntarily quits.
- b) If the Employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement.

- c) If an Employee who was laid off fails to return to work within three (3) working days after a registered letter notifying him of his recall is delivered to his last known address on the Company records, provided that if the Employee is recalled for the first time during a layoff and can demonstrate a reason acceptable to the Company as to why he is unable to return to work (e.g. hospitalized) within the three (3) working days, then the Employee will not lose seniority as a result of not returning to work in response to that first recall but will remain on layoff and eligible for recall. For clarity, he will not be entitled to bump any junior Employee who was recalled and may only pass on a recall on this basis one (1) time.
- d) If the Employee has been absent for three (3) consecutive working days without having notified the Company.
- e) If an Employee extends beyond the timeframe provided a leave of absence granted by the Company in writing and does not secure an extension of such leave, unless the extension was for reasons that the Employee can establish were beyond her control.
- f) If the Employee has been on layoff for a period of more than the total length of time they were employed by the Company, up to a maximum of eighteen (18) consecutive months.

11.05 The Company will prepare seniority lists including Job Classifications, post a copy in the plant and deliver a copy to the Union, once during February, once during August and once at the request of the Union for each calendar year. If the information on the list is not accepted by the Union, it may grieve within ten (10) days of the receipt of the seniority list.

11.06 Job Vacancies

a) Regular Vacancies and New Positions

For the purpose of this Agreement, a regular vacancy shall be defined as any unfilled regular bargaining unit position which the Company decides to fill. Prior to filling any regular vacancy or new position within the bargaining unit except entry level positions, the Company will circulate notice within the Company. Job postings shall include the description of the position and the qualifications required to fill the position. A copy of job postings shall be provided to the Union. The Company shall keep a copy of all job bid forms for one (1) year and make available to the Union on request. All regular vacancies and new positions, with the exception of entry level positions, shall be posted for a minimum of five (5) working days on the bulletin board. The Company may advertise externally for all positions once the Company has posted the position and has completed the internal posting process.

b) Positions Temporarily Vacant

The Company may assign Employees to fill a temporary vacancy if the vacancy is expected to last less than four (4) months.

Temporary vacancies that are expected to last longer than four (4) will be required to be posted as a temporary bid. If a temporary vacancy that was initially expected to last less than four (4), extends beyond four (4) months then the Company will, once determining that the vacancy will last more than four (4) months, post the vacancy as a temporary bid.

A temporary bid which becomes a regular vacancy will be first offered to the person holding the temporary bid. If that person elects to stay, no posting is required. If that person does not elect to stay, they will be returned to their previous position and the vacancy they had filled on a temporary bid basis will be posted as a regular vacancy and the Company may advertise the position externally.

Experience gained in a temporary vacancy will not be used for the purpose of awarding job postings, unless that experience was gained through a temporary bid.

c) Filling of Vacancies

Employees that are interested in applying for a posted vacancy shall submit a completed vacancy bid form by the last day of the job posting period. Except as otherwise provided for in this Agreement, appointments within the Company will be awarded to the qualified candidate with the required skills and abilities. Where the selection evaluation results in two (2) or more qualified candidates having relatively equal ratings of required skills and abilities, seniority shall be applied and the applicant with the most seniority shall be appointed. If an Employee declines to take a position, the Company will then offer the position to the qualified candidate from the initial job posting list with the next skills and abilities. The name of the successful applicant will be posted.

Once an Employee has successfully qualified for a regular vacancy he may not submit his name for any other vacancy for a period of six (6) months.

If no qualified Employee accepts a job vacancy, the Company retains the right to hire an Employee to fill that vacancy.

- d)** If the Company decides, within the first forty-five (45) working days in the new position, the Employee does not have the ability to successfully continue in the position, the Employee will be transferred back to his previous position and any other consequent postings would be reversed. The Company will then offer the position to the next qualified candidate from the initial job posting the required skills and abilities.

- e) In the event of a shortage of work for any position, the Employees affected may be placed in other positions by the Company for which they are qualified, based on seniority.
- f) Where business needs warrant, the Company can appoint a temporary replacement pending completion of the posting process.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 a) The Company may grant a leave of absence, without pay, in its sole discretion.
 - b) Requests for a leave of absence, of a non-emergent nature, must be made in writing to the Employee's Supervisor/Manager with as much notice as possible but no less than five (5) business days of notice. The Supervisor/Manager shall act promptly on all requests for leaves of absence.
 - c) An Employee using a leave of absence for other than the purpose for which it was granted may be subject to discipline or discharge by the Company.
- 12.02 Employees who have been elected or appointed by the Union to attend Union business, training, conventions or conferences may be granted unpaid leave of absences for this purpose. The Union will notify the Company in writing, not less than fifteen (15) working days prior to the start of the leave, of the names of the delegates. Leave under this provision will only be available to two (2) Employees at any given time and will be granted a maximum of four (4) times per calendar year and will not exceed a total of ten (10) working days per delegate per calendar year.
- 12.03 Legitimate Union business of two (2) shifts or less shall be considered a valid reason for unpaid leave of absence. The Union will give the Company five (5) working days' notice of its request for such leave. If such advance notice cannot be provided then the Union will provide as much prior notice as possible for such leave and the Company may grant the leave. This leave will be limited to two (2) Employees at any one time and may be refused if the leave will unduly interfere with production or operations.
- 12.04 Maternity, Adoption and Parental leave of absence will be provided in accordance with the Alberta *Employment Standards Code*.

ARTICLE 13 - UNION REPRESENTATIVE

- 13.01 If the International Representative, who is not employed by the Company, wants to speak to the Unit Chair/Shop Steward about a grievance or other official business, he shall advise the Site Manager or designated representative, who shall then call the Unit Chair/Shop Steward to an appropriate place where they may confer privately. These talks will be so arranged so that they will not unduly interfere with operations.

ARTICLE 14 - BULLETIN BOARD

- 14.01** The Company agrees to provide a bulletin board 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. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Posted items shall be reviewed and authorized by the Human Resources Manager or designate prior to posting. Unauthorized removal of any notices may be subject to disciplinary action.
- 14.02** The notices must not be directly or indirectly derogatory toward the Company or management. In the event the Company believes a notice on the Union bulletin board is derogatory toward the Company or management, it will contact the Union to discuss the Company's concerns. However, if a resolution cannot be reached with respect to the Company's concerns within a timely manner and if requested by the Company, a Union Representative will remove the notice from the Union bulletin board.

ARTICLE 15 - REPORTING ALLOWANCE

- 15.01** In the event that an Employee reports to work on his regular shift, without having been previously notified not to report, he will be given at least three (3) hours of work at his regular rate of pay. If the available work is less than fifty percent (50%) of the regular shift, such Employee may choose to turn down the work but he will not be paid. The provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 16 - PAYMENT FOR INJURED EMPLOYEES

- 16.01** In the event that an Employee is injured in the performance of duty, to the extent that the Employee is required to stop work and receive treatment, his pay and conditions will be administered in accordance with the *Workers Compensation Act*.

ARTICLE 17 - BEREAVEMENT PAY

- 17.01 (a)** An Employee will be granted three (3) continuous days leave of absence from scheduled work with pay at the regular hourly rate in case of a death of his spouse, child, parent, father-in-law, or mother-in-law.
- (b)** An Employee will be granted two (2) continuous days leave of absence from scheduled work with pay at the regular hourly rate in case of a death of his brother, sister, grandparent, including spouse's grandparent, grandchildren, brother-in-law, or sister-in-law.

ARTICLE 18 - SAFETY & HEALTH

- 18.01** Safety is a paramount issue for the Company and the Union. The Company and the Union shall maintain an Occupational Health & Safety Committee consisting of two (2) members elected or appointed by the Union, and two (2) members appointed by the Company. The Committee will appoint co-chairs of the committee, one (1) being from

the Union and one (1) being from the Company. Co-chairs shall alternate the chairing of Occupational Health & Safety meetings.

- 18.02** The general duties of the Occupational Health & Safety Committee shall be to enforce the provisions of the Alberta *Occupational Health & Safety Act*. The Union also agrees to work cooperatively with the Company in respect to the Company's health and safety program. The duties of the Committee will be coordinated with the Company's health and safety program.
- 18.03** A worker may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health and safety of any other person at the place of employment, until sufficient steps have been taken to satisfy the Employee otherwise, or until the Occupational Health & Safety Committee or Safety Manager has investigated the matter and advised them otherwise. No disciplinary action shall be taken against any Employee by reason of the fact that the Employee has exercised rights under the Act respecting occupational health and safety.
- 18.04** The Company requires, as a condition of employment, the mandatory and proper use of gloves, hard hats, safety glasses, metatarsal boots and hearing protection or other equipment as deemed necessary by the Company. The Company will provide, at no cost to the Employee, gloves, hard hats, safety glasses, hearing protection, welding helmets and winter wear (as required), subject to Company policy. In order to receive replacement safety equipment, the previously issued equipment must be returned to the Supervisor. If the previously issued gloves, hard hats, safety glasses, welding helmets and hearing protection are not returned, the Employee may be required to pay for the replacements.
- 18.05** All safety meetings and tours of the plant will take place during working hours.
- 18.06** (a) The Company agrees to reimburse Employees for the purchase of safety footwear once every twenty-four (24) months up to a maximum of two hundred and fifty dollars (\$250.00), subject to the terms and conditions set by the Company for this program.
- (b) Employees' boots that are damaged due to wear at work and to the point that they are unsafe or do not meet the Company's requirements for Personal Protective Equipment (PPE) will have their boots replaced up to the allowable limit in Article 18.06 (a) prior to the twenty-four (24) month timeframe. Employees will be required to show proof of damage to the Company and replacement approval will be authorized in writing by the Site Manager.
- 18.07** The Company reserves the right to require an Employee to have a physical examination as it deems necessary by a Company appointed medical officer, at no cost to the Employee.
- 18.08** The Company agrees to reimburse Employees for the purchase of one (1) pair of prescription safety glasses, if required, each twenty-four (24) months to a maximum of two hundred, fifty dollars (\$250.00), subject to the terms and conditions set by the Company for this program.

18.09 New Employees will only be reimbursed for safety footwear and prescription safety glasses after they have successfully passed the probationary period.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 Statutory/General holidays are provided in accordance with the Alberta *Employment Standards Code*. An Employee whose regularly-scheduled shift falls on a Statutory/General Holiday shall receive his regular straight-time hourly rate of pay for the normal hours of work that he is scheduled to work that day. The Company recognizes the following holidays:

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

19.02 An Employee who works as requested and scheduled by the Company on the day of observance of the Statutory Holiday shall receive in addition to the normal hours for the Statutory Holiday, time and one-half for the hours worked.

19.03 When an Employee's vacation period overlaps a Statutory Holiday, the Employee shall be paid statutory pay per Article 19.01.

19.04 In order to qualify for pay for the above Statutory holidays, the Employee must have completed thirty (30) calendar days' employment with the Company.

19.05 An Employee is required to work his scheduled shift before and his scheduled shift after a Statutory Holiday, in order to receive holiday pay, except where permission was previously obtained.

ARTICLE 20 - VACATION WITH PAY

20.01 Vacation pay and time is accrued and used in the same calendar year according to the following schedule:

- a) An Employee who has less than five (5) years of service shall be entitled to four percent (4%) vacation pay and eighty (80) hours of vacation time. Vacation time is prorated during the first calendar year of service.
- b) An Employee who has at least five (5) years of service and less than twelve (12) years of service shall be entitled to six percent (6%) vacation pay and one hundred and twenty (120) hours of vacation time.
- c) An Employee who has at least twelve (12) years of service shall be entitled to eight percent (8%) vacation pay and one hundred and sixty (160) hours of vacation time.

- d) An Employee who has at least twenty-two (22) years of service shall be entitled to ten percent (10%) vacation pay and two hundred (200) hours of vacation time.
 - e) An Employee who leaves the employment of the Company for any reason will be paid for all unused vacation pay in accordance with the Alberta Employment Standards Code.
 - f) Vacation pay will be based on “wages” as defined in the Alberta Employment Standards Code.
 - g) Employees are eligible to take vacation time after successfully completing the probationary period.
- 20.02** All vacation requests must be approved in advance by the Employee’s Supervisor. Employees are to submit a written request for their vacation by February 28th for the ensuing vacation year on a form provided by the Company with a copy of approvals or denials in writing back to the Employee. Vacation will be awarded based on a “first requested” basis subject to Article 20.04. Requests received on the same day will be awarded in accordance with seniority.
- 20.03** For the purpose of scheduling vacations, the vacation year will be from January 1st to December 31st. Service for vacation purposes is determined as of January 1st.
- 20.04** The Company reserves the right to decline vacation requests and to reschedule accordingly if the operation of the plant will be hindered by the number of Employees requesting the same vacation period. The Company has final approval of the time when the annual vacation is to be taken. Once the vacation period is scheduled and approved by the Company, changes to the approved schedule shall be mutually agreed to by the Employee and the Company provided that there may be exceptional circumstances when approved vacation usage may need to be changed by the Company because of business needs.
- 20.05** The Company may assign any vacation time that is not requested and approved in accordance with the process set out above.
- 20.06** If the Company schedules a departmental or plant shutdown, Employees not required to work during the shutdown must use up vacation entitlement, if any, to the extent of the shutdown. If an Employee has insufficient vacation entitlement or none at all, the Employee will not be paid beyond his vacation entitlement. Employees will not be required to take more than two (2) weeks of their vacation entitlement during a departmental or plant shutdown.

ARTICLE 21 - WAGES

- 21.01** Wages are set out in the Wage Schedule “A” attached and form part of this Agreement.
- 21.02** Whenever an Employee is temporarily transferred from one job classification to another, except at the request of the Employee, the following provisions shall prevail:

- a) in the case of an Employee being transferred to another temporary job classification, he shall maintain his previous rate of pay for the duration of the transfer or receive the rate of pay for the job being transferred to if that rate of pay is higher.
- b) an assigned temporary transfer shall not exceed sixty (60) working days.

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, or if any job classification(s) have been overlooked 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.
- c) If business needs warrant, the Company may proceed to determine the rate and post the position pending agreement. If no agreement is reached, the Union can use the grievance and arbitration process if it so elects to challenge the Company's decision.

ARTICLE 22 - HOURS OF WORK & OVERTIME

- 22.01** This Article is intended to define the normal work hours and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 22.02** The term "work day" means that period of time starting when an Employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- 22.03** The term "work week" means that period of time commencing at the start of dayshift on Sunday.
- 22.04** At its discretion, the Company may from time to time initiate, maintain, or discontinue all or any part of its operations on a multiple shift and/or multiple continuous shift basis. Prior to introducing a shift schedule, the Company will meet with the Union.
- 22.05** The normal hours of work for Employees may be based on one of the following schedules (this is not an all-inclusive list of shift schedules):
 - a) eight (8) hours per day, five (5) consecutive days per week;
 - b) ten (10) hours per day, four (4) consecutive days per week;
 - c) twelve (12) hours per day based on a work cycle which is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off) averaging forty-two (42) hours per week;

- d)** twelve (12) hours per day based on a work cycle which is two (2) consecutive weeks (seven (7) shifts on, seven (7) shifts off) averaging forty-two (42) hours per week.

Any of the above shifts may be worked on an alternating work cycle of day shifts and night shifts. The normal shift start and stop times will be established in Appendix "B" of this agreement.

- 22.06** Shift schedules shall be posted in a conspicuous place and changes will be communicated as far in advance as is practicable. In the event that less than twenty-four (24) hours' notice is provided, overtime shall apply for the first shift of the schedule change.
- 22.07** Company-provided training sessions during normally scheduled off time shall be voluntary participation. Employees participating in voluntary training shall be paid at regular pay rates and overtime shall not apply.
- 22.08**
 - a)** For all shift schedules eight (8) hours or longer, Employees will receive one (1) fifteen (15) minute paid break in each half of their shift and a thirty (30) minute unpaid meal break. For shifts schedules more than ten (10) hours, the thirty (30) minute meal break will be paid.
 - b)** With respect to breaks provided in Article 22.08 (a), the Employee shall continue all necessary supervision of machinery, maintenance of service, and be available through radio contact. While it is not the intention of the Company to interrupt an Employee(s) break(s), should a break(s) be interrupted the balance of the break(s) will be rescheduled by the Company within one (1) hour following the completion of the work required.
- 22.09** Overtime will be paid in accordance with the minimum requirements of the Alberta Employment Standards Code. Despite Article 22.03, the definitions set out in the Code will be used for the purpose of determining overtime entitlement.
- 22.10** The Company will, subject to operating requirements, distribute unscheduled overtime work as evenly as possible among Employees who normally perform the work and who indicate they wish to work overtime.
- 22.11** The Parties agree that the process of equitable distribution of overtime as noted above shall be guided by the following principles:
 - 1.** Equitably distributed overtime will be offered beginning with the qualified Employee on the seniority list with the least amount of overtime worked.
 - 2.** If an Employee fails to accept overtime, it will be offered to the next qualified Employee on the seniority list with the next least amount of overtime worked.
 - 3.** If insufficient qualified Employees agree to work the needed overtime, the Company can require Employees to work overtime.

4. Employees who agree to work overtime, and who fail to report for the overtime shift, will be deemed to have an unexcused absence and may be disciplined accordingly.
5. Distribution of overtime by the Company will be subject to the requirements of the Alberta *Employment Standards Code*, *Workers Compensation Act* and any other applicable laws.
6. In respect to Article 22.11 (2), an Employee failing or not accepting the overtime shift will have that shift counted as if it were accepted for the purpose of calculating the amount of overtime worked by an Employee.

ARTICLE 23 - GENERAL

23.01 Any notice required to be given to the Company or the Union under the terms of this Agreement will be given by e-mail or mail at its registered address or the address provided by the party.

23.02 Employees required by the Company to use their own tools in the course of their employment will provide a tool list to their Supervisor and update it as changes occur. The Company will pay the full cost of broken or stolen tools from an Employee's tool list, provided reasonable care and security is taken to prevent the damage or loss and inventory and control procedures have been followed.

23.03 Pay Days

- a) Wages will be paid bi-weekly. Reports of hours worked at various rates will be available on request. The rate(s) of pay, hours of work, detail of overtime and all information will be furnished to each Employee on his pay statement.
- b) Any Employee being discharged, laid off or leaving of his own accord shall be paid all wages due him as promptly as possible or in any event no later than the next payroll cycle.

23.04 Whenever it becomes necessary to reduce the work force, the Company will comply with the minimum requirements of the Alberta *Employment Standards Code*.

23.05 No Strikes or Lockouts

During the term of this Agreement, there will be no strikes or lockouts as those terms are defined in the Alberta *Labour Relations Code*. The Union agrees that if a strike or other collective action is taken, it will instruct those of its members who are participating in such collective action to carry out the provisions of this Agreement.

23.06 Change of Address or Phone Number

Employees are required to notify the Company immediately of a change of address and/or telephone number.

23.07 Students and Agencies

- a) The Company may hire students for the duration of the summer vacation for temporary positions in the plant. The students will be scheduled under normal scheduling for any entry level position available during this time period. This will aid in the relief of regular Employees who are on holiday leave, for the time period of April 1st through August 31st, and will be done without job postings.
- b) The Company may hire students for internships in the facility which will be done without job postings.
- c) These students will not be required to become members of the union or pay union dues.
- d) For the purpose of Article 23 students are defined as being actively enrolled in any post-secondary school or institution.
- e) The Company may use temporary agencies for the placement of positions in the plant for up to a maximum of four (4) months of temporary services.

ARTICLE 24 - HEALTH BENEFITS

- 24.01** The Company will continue to maintain the same or substantially similar health benefit plan as is currently in effect for bargaining unit Employees subject to this Article.
- a) The Company may change or modify the benefit plan, benefit carrier and cost to Employees at its discretion.
 - b) The Company agrees to notify the Union in writing thirty (30) days in advance of the date of change of the Employees' benefit plan. The Company agrees to provide to the Union the name of the new benefit carrier and description of the new benefit plan.
 - c) The cost of the long-term disability (LTD) and optional benefit plans will continue to be borne by Employees.
 - d) The Company will continue to receive the full benefit of reduced EI premium.
 - e) The Company is only obligated to pay the premium cost of the benefit plan and is not obligated to provide the benefits themselves.
 - g) During the term of this agreement the parties agree to freeze the co-pay for the Employee benefit plan at its current ratio of 80-20 Company/Employee split.

ARTICLE 25 - RETIREMENT PLAN

- 25.01** The Company will maintain the defined contribution retirement plan. However, the Company retains the right and full discretion to change the administrator, record keeper,

trustee, investment options or any other terms of the plan. The Union will be provided with a copy of the Annual Information Report and any audits conducted on the plan. There will be an education session for plan members not less than every two (2) years.

- 25.02** The Employee may contribute between two percent (2%) and five percent (5%) of their base pay. The Company will provide a one hundred percent (100%) match of the Employee contribution up to five percent (5%). This clause is not subject to the grievance procedure outlined in this Agreement.

ARTICLE 26 - HUMANITY FUND

- 26.01** Upon written agreement by the Employee(s), which will be provided to the Company by the Union, the Company agrees to deduct an amount of twenty dollars (\$20.00) from the wages of each Employee in the Bargaining Unit to be directed towards the United Steelworkers charitable fund. The deduction will be made from the pay period prior to April 1 of each year. The amount deducted shall be remitted within thirty (30) days from the aforementioned pay period to the "Steelworkers Humanity Fund" and to forward such payment to:

United Steelworkers National Office
234 Eglinton Avenue East
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 Employee's in the bargaining unit on whose behalf such payment has been made.

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 27 - APPRENTICE TRADESMEN

- 27.01** The Company will continue to provide a Trades apprenticeship program in accordance with the Company policy – Apprenticeship Tuition Reimbursement Policy, as amended by the Company from time to time at its discretion.

ARTICLE 28 - LENGTH OF CONTRACT

- 28.01** This Agreement shall become effective on the 1st day of April 2018 and shall continue in effect for a period of five (5) years from the date of ratification by the Employees in the bargaining unit up to and including the 31st day of March 2023.

28.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiration of this Collective Agreement.

Signed this 23rd day of February 2018

On behalf of
ESCO Edmonton

On behalf of the
United Steelworkers, Local 1-207

Becky Judd

Jeff Kallichuk

Pat Hannigan

Scott Ruston

Daljeet Minhas

Javier Ruiz

SCHEDULE "A"

The wages and shift premiums reflected in Schedule "A" are understood to be the minimum payable rates.

Edmonton Hourly Grid

Group	April 1/18	April 1/19	April 1/20	April 1/21	April 1/22
SP	\$20.54	\$20.95	\$21.43	\$22.01	\$22.67
1	\$22.82	\$23.27	\$23.80	\$24.45	\$25.19
2	\$24.38	\$24.87	\$25.43	\$26.12	\$26.91
3	\$25.60	\$26.11	\$26.70	\$27.44	\$28.26
4	\$27.15	\$27.70	\$28.32	\$29.10	\$29.97
5	\$29.12	\$29.70	\$30.37	\$31.21	\$32.14
6	\$31.10	\$31.72	\$32.44	\$33.33	\$34.33
7	\$32.26	\$32.91	\$33.65	\$34.57	\$35.61
8	\$34.41	\$35.10	\$35.89	\$36.88	\$37.99
9	\$36.08	\$36.80	\$37.63	\$38.66	\$39.82
10	\$37.74	\$38.49	\$39.36	\$40.44	\$41.66

Positions	Starting Rate	3 Month Rate *	12 Month Rate	Superior Rate	Top Grid Rate **
Labourer	SP	1	2	2	2
PTA Operator	1	2	3	4	5
Shipper/Receiver	1	2	3	4	5
Heat Treat Operator	3	3	4	5	6
Tig Welder (not ticketed)	2	3	4	4	5
Spell Hand Operator	4	5	6	7	8
Trainee Programmer	4	5	6	6	6
Robot Programmer	6	7	8	9	10
Team Leader	***	***	***	***	***
CWB Welder	4	5	6	7	8
Journeyman (all trades)	9	10	10	10	10
Apprentice trades (up to completion of year, hours and school)	% of Journeyman				
Yr 1	70%				
Yr 2	75%				
Yr 3	85%				
Yr 4	95%				

* Is dependent on successful completion of probation/trial period

** See Wage Grid Advancement Criteria below for movement beyond twelve (12) Month Rate

*** Two dollars (\$2.00) per hour premium over the top grid rate in the department

Wage Grid Advancement Criteria

1. Placement above the grid rate for the position is at the full discretion of the Company.
2. An Employee will progress from the Three (3) Month Rate to the Twelve (12) Month Rate based on time, provided he is competent at performing the duties of the assigned job.
3. An Employee may advance beyond the Twelve (12) Month Rate as determined by the Company considering the following factors:
 - Minimum of two (2) years' experience in the position;
 - Knowledge of all processes and functions of all jobs within the position;
 - Extent to which job evaluation reviews for the previous twenty-four (24) month period meet a proficient and acceptable level, considering quality of work, productivity, safety, discipline, attitude and other relevant considerations;
 - Attendance record that meets or is better than the plant average for attendance of the facility;
 - Business need and market conditions.
4. The Company will establish and make available to Employees and the Union a complete and accurate job description(s) library for each position contained on the wage grid. The Company will endeavour to complete the job description library within three (3) months of the ratification of the Collective Agreement.
5. Effective January 1st, 2019, Employees that have not been advanced beyond the twelve (12) month rate in the Wage Grid Progression will be permitted to meet with the Company once per calendar year, with a Representative of the Union if so requested, to present and justify to the Company as to why they should be moved beyond the twelve (12) month rate.
6. The Company agrees to provide a response in writing, with reasons, of the approval or denial of the requested advancement by the Employee within two (2) weeks of the meeting.

Wage Grid Adjustments (for first CBA)

Any Employee whose current wage rate exceeds the grid rate determined pursuant to the criteria set out in Paragraphs 2 and 3 above will have his wage rate "red circled" until the grid rate, as determined in Paragraphs 2 and 3, exceeds his red circled rate. Once the grid rate, as determined in accordance with Paragraphs 2 and 3, exceeds his red circled rate, his wage rate will be adjusted accordingly.

Any Employee whose current wage rate is below the rate on the grid for which that Employee is currently classified will have his rate adjusted to the correct level.

The Union and the Company will meet within thirty (30) days to review all Employees classifications and rates of pay to determine the appropriate upward adjustments or red circling

Wage Increases

Year 1 Two percent (2%) increase to all current classifications.

Year 2 Two percent (2%) increase to all current classifications.

Year 3 Two point two five percent (2.25%) increase to all current classifications.

Year 4 Two point seven five percent (2.75%) increase to all current classifications.

Year 5 Three percent (3%) increase to all current classifications.

Shift Premium

Two dollars (\$2.00) per hour for all night shift hours.

Shift premiums do not receive overtime.

BETWEEN
ESCO CORPORATION
EDMONTON PLANT
AND
UNITED STEELWORKERS
LOCAL 1-207

RE: NEW CLASSIFICATION TO BE ESTABLISHED – SPELL HAND

As discussed during the course of February 2018 bargaining, the Company agrees to remove the Machinist (Non Ticketed) from the Collective Agreement and to establish a new classification “Spell Hand”, to be added to the wage schedule.

The parties agree to adopt the Machinist (non-ticketed) wage grid progression as the wage grid progression for the “Spell Hand” position.

The Company agrees to provide the job description for the new classification “Spell Hand” to the Union within thirty (30) calendar days of the ratification of the Collective Agreement. The Union will review the job description and will agree to provide an amended version of the job description within ten (10) calendar days of receiving the job description from the Company. The Company will respond to the Union within another ten (10) calendar days of approval or denial. If the job description is not agreed to at this point the parties agree to meet and finalize the job description to mutual agreement.

Upon ratification the parties will mutually determine an Employee to be placed into the job (at the twelve (12) month rate) until such time as the job description is finalized. Upon finalization of the job description the parties will determine if the placed Employee will remain in that position as the incumbent or if the job will be bid in accordance to the Collective Agreement.

Signed this 23rd day of February 2018

On behalf of
ESCO Edmonton

On behalf of the
United Steelworkers, Local 1-207

Becky Judd

Jeff Kallichuk

Pat Hannigan

Scott Ruston

Daljeet Minhas

Javier Ruiz