# COLLECTIVE AGREEMENT

# BETWEEN

# **EVRAZ INC. NA**

# AND

# UNITED STEELWORKERS



#### UNITY AND STRENGTH FOR WORKERS

# UNITED STEELWORKERS

LOCAL 6673

CALGARY

Effective August 1, 2020 To July 31, 2024

Received from Evraz, one copy of the agreement with the United Steelworkers Local 6673 covering the period August 1st, 2020 to July 31st, 2024.

DATE	2(	C

(Employees Signature)

Name (Please Print)

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Address

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# COLLECTIVE AGREEMENT

Made this 13th day of March , 2022 at Regina, Saskatchewan

#### BETWEEN:

EVRAZ, or its successors and/or its assigns, hereinafter called "the Company",

Of the First Part, - and -

UNITED STEELWORKERS, Local 6673, herein after called "the Union."

Of the Second Part

#### PURPOSE OF AGREEMENT

Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes that may arise between the parties hereto. Therefore, the Company and the Union agree as follows:

#### Article 1 NO DISCRIMINATION OR HARASSMENT

#### Clause 1.01

The Company and the Union recognize that all employees have the right to work in an environment free from discrimination and harassment. The parties wish to create a workplace in which employees do not engage in or become subject to discriminatory, harassing, and/or workplace violent behavior as defined by law. In the application of this provision, "Workplace violence" means as outlined in the regulation "the attempted, threatened or actual conduct of a person that causes or is likely to cause an injury. This includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury". Accordingly, the Company has established clear policies prohibiting discrimination and harassment within the workplace. In the furtherance of these policies the Company and the Union agree that there will be no discrimination against any employee on the basis of any prohibited grounds as set forth in applicable Provincial Human Rights Legislation or on the basis of Union membership or Union activity and that harassment will not be tolerated within the workplace. The parties agree that they shall not exercise their rights under this collective bargaining agreement in a discriminatory or harassing manner, but rather in a manner that treats all Employees with dignity and respect.

Employees are encouraged to immediately bring complaints to the attention of the Company. All complaints must be filed in writing. All complaints received will be fully investigated in accordance with Appendix "E" in Calgary Collective agreement and "G" in the Regina Collective Agreement. The Discrimination and Harassment Complaint Procedure, and appropriate remedial action will be taken.

### Clause 1.02

In all cases where this Agreement refers to a person, the references shall be for both sexes (male and female).

# ARTICLE 2 UNION RECOGNITION

#### Clause 2.01

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Provincial Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

#### Clause 2.02

The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding Section.

#### Clause 2.03 Bargaining Unit Work

"Bargaining unit work" is defined as work that is normally and regularly performed by production and maintenance employees of Evraz. Persons whose regular jobs, are not in the bargaining unit shall not perform "bargaining unit work" except:

- 1. For the purpose of training and instructing bargaining unit members;
- 2. In emergency situations for protection of company property, the safety and health of employees, and to maintain continuity of operations when sufficient qualified bargaining unit employees are not immediately available and every reasonable effort has been made to replace them; or In situations where experiments are being conducted with

equipment or processes when bargaining unit employees are present to observe and assist.

#### ARTICLE 3 MANAGEMENT

#### Clause 3.01

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

#### Clause 3.02

Such management functions shall be:

- (a) To determine the products and schedules of production, the locations of production, the methods and sequence of manufacturing processes.
- (b) 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 procedure of this Agreement.
- (c) To discharge, suspend or discipline employees for just and reasonable cause, and also hire, transfer, promote, demote and to assign employees to shifts with due regard to seniority in Article 12 of this contract.

#### Article 4 Union Security

#### Clause 4.01

All employees covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union. The Company shall deduct, commencing with the first full pay cheque of an employee, the initiation fee and the first month's dues and thereafter, the then prevailing monthly Union dues. Such dues deduction shall be made after the initiation fee and the first month's dues deduction, in respect of the second pay period in each month and shall be a condition of employment for each employee.

# Clause 4.02 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) Authorize the Company in writing to deduct union dues from their pay. The Union will provide a Checkoff Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers.
- (b) Become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c) Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Clause 4.01 (a).

#### Clause 4.03 Check-Off: Process and Procedures

(a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.

- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts that the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

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

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names and address of the employees, changes of addresses and/or locations, transfers, and those employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction and information statement as in (d) above shall be forwarded by facsimile to the servicing staff office of the United Steelworkers.

#### Clause 4.04 New Employee Orientation

As part of the New Hire Orientation Program, new employees shall be introduced to a Shop Steward or a local Union Executive Officer within the first five (5) days on the job. A Union orientation shall be given to each employee by a Shop Steward or a Local Union Executive Officer, as part of the new hire orientation program. The Union will be provided no less than one hour.

#### Clause 4.05

Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' (T4) slips, the total Union deductions for the previous taxation year.

#### Clause 4.06

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 in accordance with this Clause.

#### Clause 4.07 Contracting Out

The Company recognizes the concerns of the Union with respect to contracting out work normally and regularly performed on or off Evraz property which is normally and regularly performed by bargaining unit employees. The Company does not intend to contract out work on or off Evraz property that is currently normally and regularly performed by bargaining unit employees. However, should business situations arise that would lead the Company to consider contracting out of such work, the Company shall notify the Union contracting out committee members of its intent to contract such work before the decision is made. In instances that require immediate attention, notification shall occur following the commencement of such work.

To facilitate this process, a Contracting Out Committee will be established consisting of two (2) Company representatives (one of whom shall be the Vice President/GM or Works Manager or their designate) and two (2) Union representatives (one of whom shall be the Local Union President). The issue will be reviewed by the Contracting Out Committee prior to such contracting of the work, unless circumstances would make such review impossible. The parties agree to meet at least once a month to review work that the Company intends to contract out and the reasons supporting such decision. The Company will consider any suggestions made by the committee with respect to alternatives to address those business conditions before the Company makes its decision as to whether or not such work will be contracted out. There shall be no layoff of a bargaining unit employee or reduction of regular work hours as a result of contracting out.

In order to facilitate full and complete review of any contracting out issues that cannot be resolved by the Local Contracting Out Committee referenced above, a Corporate Contracting Out Committee is hereby established. The Corporate Contracting Out Committee will meet guarterly or as often as necessary. The Corporate Contracting Out Committee shall consist of the Corporate Vice President of Flat Products, the Corporate Vice President of Tubular Products, and the Senior Vice President of Human Capital, and appropriate local management personnel, depending on the nature of the contracting out issue to be discussed. Union representatives on the Corporate Contracting Out Committee shall be the President of the affected Local Union. one Union Representative from the local Contracting Out Committee, and the appropriate Staff Representatives from the USW District 3 Staff.

All relevant information will be disclosed by the Company to the Committee concerning the issues regarding contracting out. Any and all information supplied shall be kept in strictest confidence.

#### ARTICLE 5 DISCHARGE AND DISCIPLINARY PROCEDURES

#### Clause 5.01

Management shall not take disciplinary action without first discussing the issue with the employee.

# Clause 5.02 Warnings and Suspensions in Writing & Reasonable Discipline

Any disciplinary action that will appear in the employee's permanent record shall be issued with a Shop Steward or Union Executive present and confirmed in writing to the employee. A copy of the discipline shall be given to the Union and a copy placed in the employee's file.

The Company and Union agree that disciplinary penalties shall not be issued unreasonably or unjustly. Any warning and/or penalty shall be cleared from employee's record after a period of twelve (12) months from the date or knowledge of the infraction. The Company will issue discipline within 10 days of date or knowledge of the infraction. If more time is required, the Company shall advise the Union in writing why more time is required and provide an estimated time the discipline shall be issued.

#### Clause 5.03

If it is determined or agreed at any steps in the grievance procedure or decided by an arbitrator that any employee has been disciplined or discharged unjustly, the management shall put them back on their job with no loss of seniority and they shall pay the employee the amount he/she would have earned had he/she been working or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator if the matter is referred to such an arbitrator.

#### Clause 5.04

In the event of a claim that an employee has been discharged or indefinitely suspended unjustly or unreasonably, the grievance shall be filed at Step Three of the Grievance Procedure and a meeting held at Third Stage within five (5) working days. Claims that an employee has been unjustly or unreasonably suspended for a set period of time shall be filed at Step Two of the Grievance Procedure and a meeting held within seven (7) working days. If advanced to third step, this meeting will take place within 30 days of discipline issued. Employees will not be required to serve a suspension until a third step meeting has been held and a decision rendered except in a case of a safety infraction warranting immediate suspension.

Terminated or suspended employees may be temporarily reinstated at the discretion of the Company pending a third step grievance meeting.

(a) If during a disciplinary discussion an employee discloses an addiction, the Company will place the employee on weekly indemnity benefits, effective on the date of declaration, while the employee is required to cooperate with a monitored referral through the Company's EAP. If the monitored referral determines the employee has an addiction that prevents them from coming to work and requires treatment, the employee will remain on weekly indemnity during the treatment phase. However, if the monitored referral determines that no addiction is present, weekly indemnity benefits will cease.

#### Clause 5.05 Incident Investigations

At the conclusion of an incident investigation, should the Company determine that an employee is to be disciplined; the Company will provide to the Union a full and complete copy of the investigation including a list of all people involved in the investigation, a complete list of witness(es) and statements made. Upon request the Union will be provided an opportunity to interview witness (es).

If an employee is sent home pending the results of an investigation, the Company shall provide an explanation to the employee and the Union as to the reason the employee is being sent home and the estimated date that the investigation shall be completed.

# ARTICLE 6 GRIEVANCES

#### Clause 6.01

The purpose of this Clause is to establish procedures for discussion, processing and settlement of grievances as defined in 6.02 of this Article.

#### Clause 6.02

"Grievance" as used in this Agreement is a complaint or request involving any matter relating to wages, hours, or working conditions, including any question of interpretation or application of, or compliance with, the provisions of this Agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Agreement.

#### Step One

An employee who believes that they have a justifiable request or complaint will discuss the request or complaint with their immediate supervisor, with the grievance Committeeman or Shop Steward present, or the Grievance Committeeman or Shop Steward will discuss such matter with the employee's immediate supervisor.

If such matter remains unresolved, a written grievance shall be filed with the immediate supervisor.

Such grievance form shall name the employee involved, shall state the facts giving rise to the grievance, shall identify the major alleged contract violations by appropriate references, shall state the contention of the employee and the Union, with respect to these provisions, and shall indicate the relief requested. The employee and/or the Shop Steward shall sign the grievance. The immediate supervisor shall state their reasons for the decision in writing and submit the same within two (2) working days or at a time mutually agreed upon.

The settlement given at Step One shall not constitute a precedent, nor be used as a precedent in future cases by either the Company or the Union, and shall be without prejudice to the position of either party.

# Step Two

Should the Grievance Committeeman, Shop Steward, or employee be dissatisfied with the Company disposition of such complaint or request, they may refer such matter on a written form to the applicable Department Manager, who shall meet with the Steward and employee to discuss the matter. The Department Manager will then answer the grievance in writing stating reason(s) within seven (7) calendar days or a time mutually agreed upon.

# Step Three

If no settlement is reached in Step Two, the Grievance Committee representatives from Union and Management will meet to discuss the complaint within thirty (30) calendar days from the date the grievance is referred to the Third Stage. If the grievance is not then settled, then at the request of either party to this Agreement, the grievance may be referred to arbitration. All answers to Step Three of the Grievance Procedure shall be in writing within fifteen (15) calendar days of such Step Three meeting.

#### Clause 6.03 Group Grievance

The Union or the Company shall have the right to initiate a group grievance or a grievance of general nature, at any step of the grievance procedure.

#### Clause 6.04 Time Limits

- (a) Grievances must be submitted within ten (10) calendar days of the alleged dispute occurring or within ten (10) calendar days of the earliest date that the grievor should have been aware of the alleged dispute occurring or there is no grievance.
- (b) Grievances not processed to the next stage within fifteen (15) calendar days after a reply has been received, shall be considered as having been advanced to the next step.
- (c) Extensions of time limits may be requested by either party in writing and, if granted, the request for an extension will be acknowledged in writing with a specified time frame that is mutually agreeable.
- (d) i) At any step in the grievance procedure, for matters involving discipline, the Union can request in writing copies of information relevant to the grievance. The Company shall provide the information requested providing it is relevant to the grievance.
  - Notwithstanding Clause 6.04 (d) (i) above, the parties agree there are no restrictions on an Arbitrator (except as provided in law) in granting a request for relevant information to a dispute referred to them for adjudication.

#### Clause 6.05 Union Representatives

If an authorized Union Representative who is not employed by the Company wants to speak to the Local Union representatives in the plant or office about a grievance or other official Union business he/she shall advise the Plant Manager or his designate who shall then call the Local Union representatives to the office where they may confer privately. These talks will be arranged so that they will not interfere with operations.

#### Clause 6.06

(a) When the legitimate business of a Grievance Committeemen or Steward requires him/her to leave his/her job or department, he/she shall first receive permission from his foreman or department supervisor. Permission shall not be unreasonably withheld, and he/she shall not suffer loss of pay for time spent in the performance of these duties during his/her regular working hours. In addition the Grievance Committeeman or Steward must first receive permission of the foreman or supervisor of the department he/she is about to enter.

(b) The Union will advise the Company in writing of the name of the Stewards, Chief Stewards, Officers and Committeeman and of all changes in such personnel.

# ARTICLE 7 ARBITRATION

#### Clause 7.01

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or whether 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.

The parties agree that within ten (10) days of the receipt of such notice, an arbitrator shall be selected in the manner outlined in Clause 7.02 and the arbitrator jointly advised of his/her selection.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

# Clause 7.02 Arbitrators

(a) Single Arbitrator

The Company and the Union agree that the following persons constitute the panel of arbitrators from which will be selected a single arbitrator for each grievance requiring arbitration under this Agreement.

- 1. Mia Norrie
- 2. D.Tettensor
- 3. A. Sims
- 4. J. Moreau
- (b) Selection of Arbitrator

The method of selecting a single arbitrator shall be by rotation, starting with the order of the names listed above. If the arbitrator so selected is unable to act, then the arbitrator next on the list of names shall be selected.

Unless otherwise agreed to, a single arbitrator will be appointed for each grievance or group grievance. No member of the panel of arbitrators may be removed from the panel unless it is mutually agreed upon by the Company and the Union. If a member of the panel is unable to continue to act as an arbitrator, a new member may be appointed; the appointment is to be mutually agreed upon by the Company and the Union.

# Clause 7.03 Arbitration Limit

The parties agree that an arbitrator set up under this Article shall not have the power to add to, delete from or change the provisions of this Agreement.

#### Clause 7.04 Arbitration Expenses

The parties hereto shall jointly bear the expenses of the arbitrator or the panel of arbitrators, if any. The proceedings of the arbitration will be expedited by the parties hereto.

# Clause 7.05 Employee Assistance

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

# Clause 7.06 Expedited Arbitration

(a) If no settlement is reached in Step Three of the Grievance Procedure, the Chairman of the Local Union Grievance Committee may appeal it to Expedited Arbitration Procedure (Appendix C) by notifying the Plant Manager within seven (7) days of receipt of written answer from the Company representatives.

Grievances subject to this Expedited Arbitration Procedure must be confined to problems which are limited in complexity or minimal in contractual significance.

Should the Step Three Representative of the Company deem that a grievance should not be referred to Expedited Arbitration in accordance with the above paragraph they shall request a review of the grievance by the Union Staff Representative and the Canadian Director, Human Resources. They will discuss the matter within thirty (30) days following receipt of the request for review. They must provide a joint written response outlining their recommendation on the issue to the Local Union President and Company Local Management within seven (7) days following their discussion. If the parties cannot conclude that the grievance is appropriate for Expedited Arbitration the grievance will within 30 (thirty) days be either returned to Step Three for resolution or referred to the regular arbitration procedure.

The plant level representatives shall then arrange for handling in Expedited Arbitration as follows:

The list of members of the arbitration panel applicable to the plant shall be maintained alphabetically to be used by fixed rotation. The next panel member shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and the Union. The date for the hearing shall be within ten (10) days of the appeal unless an extension of time is mutually agreed by the Company and the Union.

- (b) Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Local Union and a designated representative of Management. Witnesses' attendance at the hearing will be limited to the time necessary to give his or her testimony.
- (c) The hearings shall be conducted in accordance with the following:
  - 1. The hearing shall be informal.
  - 2. No briefs shall be filed or transcripts made.
  - 3. There shall be no formal evidence rules.
  - 4. The arbitrator shall have the obligation of assuring that all the necessary facts and considerations are brought before them by the representatives of the parties. In all respects, he/she shall assure that the hearing is a fair one.
  - 5. If the arbitrator concludes or both parties agree at the hearing that the issue should be withdrawn from Expedited Arbitration, the case shall be referred back to the Third Stage of the grievance procedure and it shall be processed as though appealed on such date. The Expedited Arbitrator shall have the same powers and be subject to the same limitations as the Board of Arbitration save

and except as expressly provided in the following paragraphs.

- 6. The decision of the expedited Arbitrator shall only be applicable to the cases in question and shall not constitute a precedent nor be used by either parties as a precedent in future cases. Notwithstanding any condition contained in this Agreement the decision of the Expedited Arbitrator shall:
  - (i) Be consistent with the provisions of this Agreement, and
  - (ii) Be confined to the grievance referred to him/ her.
- Time limits referred to in this Supplemental Agreement exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the parties involved in each particular phase of the procedure.

#### ARTICLE 8 HOURS OF WORK

#### Clause 8.01 Definition of Day and Work Day (All Shifts)

A day is a twenty-four (24) hour period beginning with the start of the employee's shift. The workday shall consist of consecutive hours, broken only by the established lunch periods.

#### Clause 8.02 Definition of Work Week (All Shifts)

# a) 8 Hour Shifts

The basic work week is made up of five (5) consecutive working days except as defined in Appendix "B".

### b) Shift Schedules in excess of Eight hours

The basic work week is made up of seven (7) consecutive calendar days (Monday to Sunday) except as defined in Appendix "B".

### Clause 8.03 Shift and Work Schedules (All Shifts)

The regular shift schedules are as set forth in Appendix "B". The Company however may want to rearrange shifts from time to time other than listed in Appendix "B". It is therefore agreed that the Union will not unreasonably withhold agreement to such schedules. In the event of failure to reach mutual agreement the Company will declare a shift schedule and the Union's right to grieve for alteration is recognized.

#### Clause 8.04 Posting of Schedules

- a) Shift Schedules will be posted by Monday at 3:00 PM. Any revisions will be posted as soon as finalized but no later than Wednesday 3PM. Employees whose schedule is changed after posting on Monday, will be contacted at their current phone number on file by Thursday at 8:00pm.
- b) Exceptions to posting on Monday will be on the occasion that a statutory holiday falls on a Monday and no bargaining unit employees are scheduled to work on the Monday that the statutory holiday falls, in which case the schedules will be posted on Tuesday morning by 11:00AM but any revisions will be posted as soon as finalized but no later than Wednesday by 3PM.
- c) The Company agrees to post weekly schedules on designated bulletin boards located at the Administrative building, Casing Mill Lunchroom, the Tube Plant lunchroom and the Heat Treat Lunchroom.
- d) General Company communications will be posted on the designated board at the administrative building.
- Company agrees to send schedules to the Union executives and two other employees designated by the Local Union president.

# Clause 8.05 Shift/Schedule Changes

# a) Eight hour shifts

In the event that an employee is changed from one shift or schedule to another either by a change in work schedule or by promotions or demotions in the line of progression, they shall work the schedule they have been changed to. If an employee is short hours as a result of the change in shift or schedule, at the employee's request, the Company will offer make up hours at straight time. This article does not apply when the change of shift or schedule is due to a layoff or cutback.

- b) Shifts in Excess of Eight (8)
  - (i) In the event that an employee is changed from one shift or schedule to another, either by a change in work schedule or by promotions or demotions in the lines of progression, they shall work the schedule they have been changed to for their regular straight time hourly rate, but they shall not work more than one hundred and sixty (160) hours in any twenty-eight (28) day period. Applicable overtime rates for shift changes shall be paid for all hours worked over one hundred and sixty [160] hours.
  - (ii) In the event an employee is required to work a combination of 8 hour shifts and shifts in excess of 8 hours, the employee shall not work more than one hundred and sixty (160) hours in any twentyeight (28) day period. Applicable overtime rates for shift changes shall be paid for all hours worked over one hundred and sixty (160).
  - In determining the number of hours worked in any 28 day period, all regularly scheduled straight time hours plus regularly scheduled hours worked

on a Stat holiday will be included. The first eight hours over 160 in the 28-day period will be paid at 1.5 times the employee's base hourly rate and all additional hours over 168 in the 28-day period will be paid at two times the employee's base hourly rate.

c) All attempts will be made to reduce the amount of times an employee is moved from crew to crew on the weekly schedule. In the event that the need arises to move an employee from one crew to another at the same job, due consideration will be given to seniority provided that it does not adversely affect operations.

### Clause 8.06 Definitions of Shift

# Day Shift

Shift starting on or after 6:00 am but before 10:00am.

#### Afternoon Shift

Shift starting on or after 10:00 am but before 6:00 pm

#### Night Shift

Shift starting on or after 6:00 pm but before 6:00 am

#### Clause 8.07 Day of Shift

For day and afternoon shifts, a shift should be considered as worked on the calendar day on which it begins. For night shifts, a shift should be considered as worked on the calendar day on which it ends.

For 8 hour night shifts, the Monday night shift (starting Sunday night) will be the first shift of the week.

#### Clause 8.08 Lunch Periods

### Eight (8 hour Shifts)

- (a) On continuous shift operations employees shall be granted a thirty (30) minute lunch period paid for by the Company. An employee shall be allowed to take an uninterrupted lunch period between the fourth and fifth hours of work except in cases of emergency. Employees who work through lunch during their shift will be paid 30 minutes at the applicable overtime rate of pay.
- (b) Employees on non-continuous operations shall be allowed one-half (1/2) hour for lunch without pay. By mutual agreement, a shorter lunch period may be arranged.

#### Shifts in excess of Eight (8)

- (i) For a twenty-four (24) hour continuous shift operation, there will be an uninterrupted one-half hour, paid lunch break to be scheduled between the fifth and eighth hours of the shift.
- (ii) For a non-continuous shift operation there will be an uninterrupted one-half hour, unpaid lunch break.
- (iii) The Department's present procedures for scheduling lunch breaks will continue.

#### Clause 8.09 Mutual Exchange of Shifts

- Mutual shift exchanges shall require the permission of the employee's Foreman prior to the exchange taking place.
- Employees may make personal arrangements to exchange all or part of a scheduled shift with another

qualified employee as part of a mutually requested shift exchange.

- c) No overtime shall be paid for hours worked in excess of the employee's regularly scheduled hours because of personal arrangements between employees to utilize a mutual exchange for scheduled work.
- d) Any such arrangements must be made by the employees involved, by filling out and submitting to the employee's Foreman the appropriate form for approval. These requests will not be unreasonably denied unless there is an adverse impact on operations.

## Clause 8.10 Shift Schedules in Excess of Eight [8] Hours

This Clause shall only apply to shift schedules in excess of eight [8] hours.

The respective Department Shift/Overtime Committee shall determine the shift schedules to be worked and failure to agree upon a shift schedule will result in a reversion to the provisions under the Basic Agreement.

For the purposes of this Clause the implementation or termination of any work schedule shall not result in the payment of any overtime hours or any other premiums which would otherwise be applicable.

# Clause 8.11 Daylight Savings Time

When the change from daylight savings time occurs employees whose regular shift are extended by one hour, that hour will be treated as voluntary overtime. All applicable overtime rates will apply.

# Article 9 – Overtime

#### Clause 9.01 Notice of Overtime

- The Company shall give notice of overtime as far in advance as is practical. All overtime work shall be voluntary.
- b) The Company and the Union recognize the importance of maintaining and completing production processes and maintenance work. The principal concern that both parties have is the completion of hot processes (Heat Treat). Employees will be permitted time throughout their shift to eat their lunch in a sanitary area.
- c) It is understood therefore that employees will work overtime for applicable overtime rates until hot processes are complete. The Company agrees to be reasonable in exercising this article.

#### Clause 9.02 Definition of Regular Straight Time Hourly Rate

The regular straight time hourly rate means an employee's standard hourly rate plus his their shift premiums, if any, plus any applicable out-of-line differentials but does not include overtime.

# Clause 9.03 Hours Worked In Excess of Eight (8) [8 Hour Shifts]

The Company shall pay an employee one and one-half (1.5) times their standard hourly rate for all hours they are required to work over eight (8) hours a day.

# Clause 9.04 Hours Worked In Excess of Ten (10) [8 Hour Shifts]

The Company shall pay an employee two (2) times their standard hourly rate for all hours they are required to work

over ten (10) hours a day.

# Clause 9.05 Hours Worked in Excess of Fourteen (14) [8 Hour Shifts]

The Company shall pay an employee three (3) times their regular straight time hourly rate for all hours they are required to work over fourteen (14) hours a day.

# Clause 9.06 – Overtime hours Worked (Shifts in Excess of Eight (8))

Employees staying beyond their normal shift shall be paid at the rate of one and one-half (1.5) times the standard hourly rate for the first two (2) hours and two (2) times the standard hourly rate for all hours worked thereafter.

# Clause 9.07 Exceptions to Daily Overtime

- (a) When an employee is permitted by management to change from one shift to another at their own request, and a new shift starts within the same 24-hour period as their preceding shift, overtime provided under Clauses 9.02 through 9.05 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime
- (b) Attendance at training scheduled outside of normal scheduled hours of work will be paid at the applicable overtime rate.

#### Clause 9.08 Saturdays and Sundays

Where the work week (as defined in Clause 8.02) of an employee begins on Monday, the Company shall pay one and one-half (1.5) times the regular straight time hourly rate for all work performed on Saturday and two (2) times the regular straight time hourly rate for all work performed on Sunday.

# Clause 9.09 Sixth or Seventh Days

Where the work week (as defined in Clause 8.02) of an employee begins on a day other than Monday, the Company shall pay one and one-half (1.5) times the regular straight time hourly rate for all work performed on the sixth day of their work week, and two (2) times the regular straight time hourly rate for all work performed on the seventh day of their work week.

#### Clause 9.10 Scheduled Days Off

- (a) Overtime compensation shall not apply for hours worked until the regular hours worked exceed the regular scheduled hours for the applicable work week. Overtime hours on a regular scheduled shift do not apply as regular hours worked in the week. The following reasons shall be considered in the calculation of regular hours worked for the week:
  - (i) Death in the family;
  - (ii) Jury Duty or subpoenaed witness;
  - (iii) Approved leave of absence;
  - (iv) Pre-scheduled vacation; and
  - (v) O&T sick
- (b) Should an employee be required to work overtime on their scheduled days off, they shall be paid as follows:
  - For all hours worked on their first scheduled day off, one and one-half (1 .5) times their standard hourly rate;
  - (ii) For all hours worked on their second, third or fourth scheduled day off, two (2) times their standard hourly rate.

# Clause 9.11 – Overtime Resulting From Absenteeism

(a) Overtime resulting from absenteeism, where an employee is called in off-shift, shall be paid on a prorated basis. For example:

Shift (Hours)	Overtime Rate
12	1.667
10	1.800
8	2.000 (not applicable)

(b) For the purpose of this Article, absenteeism includes all absenteeism that occurs between the posting of a schedule and the posting of the next. The Company will fill longer term absences through the normal scheduling procedures at the first schedule to be posted after the initial lost shift. Exceptions to this shall be absences due to annual vacations.

#### Clause 9.12 - Dead Shifts

- (a) Employees committed to work the designated dead shift must work the entire shift as scheduled.
- (b) The dead shift will be designated by the Departmental Shift/Overtime Committee (e.g. 8 hour schedule the "21st shift", 10 hour schedule - the "17th shift", 12 hour schedule - the "14th shift"). Payment for such dead shift will be comprised of a combination of straight time and/or applicable overtime rate in accordance with the designed schedule (e.g. 12 hour schedule - the first 4 hours at straight time and the last 8 hours at one and one-half (1 .5) times the standard hourly wage rate; for 10 hour schedules - the "17th shift" paid at one and onehalf (1.5) times the standard hourly wage rate).

#### Clause 9.13 - Pyramiding

There shall be no pyramiding of overtime in the calculation of overtime pay and no employee shall be entitled to more than his/her regular straight time hourly rate plus applicable overtime payment in accordance with hours worked.

## Clause 9.14 - Overtime Distribution

(a) Rotating Overtime

The Company shall attempt to rotate and spread overtime work as evenly as possible among the employees in the department in which the overtime occurs. It is understood that permanent employees shall have preference in the selection of overtime.

- (b) Overtime Book/List
  - i. An employee who would be willing to work overtime shall be required to place their name in an overtime book/list provided for such purpose by the Company. The book, list, and overtime attendance sheet shall be accessible to the employees and Union representatives in the department at all times. These lists and attendance sheets will be retained for a minimum of 90 (ninety) days.
  - ii. If the Company errors and calls in an employee whose name was not on the overtime sheet, then the Company shall remedy the error by providing the employee with an extraordinary overtime of equivalent value within four (4) weeks and such opportunity will be at the discretion of the employee. If the Company errors and calls in a contract employee rather than the qualified employee on the overtime sheet, then the Company owes the wronged employee the pay they missed for not being called.
- (c) Clause 9.14 will apply to employees willing to work overtime. Failure to obtain satisfactory lists shall result in the lists being forwarded to the Committee to obtain

mutually agreeable lists for coverage. Inability to obtain necessary personnel for coverage will jeopardize this agreement.

## (d) Complaint Resolution

If an employee raises a complaint regarding the inequitable distribution of overtime, the general foreman or area supervisor shall meet with the chief shop steward or designate in an attempt to resolve the complaint. For anything that cannot be resolved in this manner, the Department Shift/Overtime Committee will deal with any overtime problems within their respective departments as they occur. This does not preclude the Union from proceeding with a grievance in accordance with Article 6.

(e) Overtime Board

An overtime board will be posted in view for all employees showing available overtime in their respective departments due to vacancies in the schedule.

Employees making this commitment must be available from two hours prior to the start of the shift(s) to one hour following the start of the shift(s) they have indicated, so that they may be called if necessary. An employee unavailable when contacted, or refusing to report shall be treated in the same fashion as an employee failing to report on their regular shift. Employees staying beyond their shift may stay up to a maximum of sixteen (16) hours worked that day.

## Clause 9.15

If an employee is required to work overtime and their starting time is eight (8) hours or less to the start of their regular shift he/she will be given that shift off without pay.

## Clause 9.16 - Overtime Lunch

If an employee is requested to work overtime for a period of two (2) hours or more and has they have not been notified to do so at least two (2) hours before they reports to work, the Company shall supply them with lunch or the amount as stated below. In the event of an employee returning to work before or after their regular shift, lunch will be provided by the Company if notice to return to work was less than two (2) hours and if the employee is required to work more than two (2) hours. If it is necessary to continue working further, lunch will be provided by the Company at regular meal times.

## Effective - Date of signing \$15.00

## ARTICLE 10 PAID HOLIDAYS

## Clause 10.01

The following shall be recognized as paid holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Stampede Parade Day, Labour Day, Thanksgiving Day, Remembrance Day, First Monday in August, Christmas Day, Boxing Day, regardless of the day upon which they are observed or celebrated. The following change of holiday shall apply to Monday to Friday operations only. If any of the above holidays fall on Saturday or Sunday, the preceding Friday or the following Monday will be considered the holiday.

Should any of the above-mentioned holidays fall on an employee's scheduled day off, they shall be granted one (1) extra day without pay on their annual vacation.

Extra days off will appear on employee's paystub and will be deducted as they are used up or expire.

The parties agree that the Truth and Reconciliation day will be added to the Calgary agreement if the Province of Alberta declares it a Stat Holiday. The Truth and Reconciliation Day will be added to the Regina agreement if the Province of Saskatchewan declares that it is a Stat holiday.

# Clause 10.02

Each employee shall receive their regular straight time hourly rate of pay for eight (8) hours for each of the above-named holidays.

# Clause 10.03

An employee required to work on any of the above-named holidays shall be paid at the rate of two (2) times their regular straight time hourly rate for the first eight (8) hours in addition to their pay for the above-named holidays. Hours worked in excess of eight (8) on above-named holidays will be paid at the rate of three (3) times the regular straight time hourly rate.

## Clause 10.04

In order to qualify for the above-named holidays, the employee must have worked at least eight (8) hours in the week preceding the holidays; exception to this being absence from work for a period not exceeding two (2) weeks prior to the holiday for any of the following reasons:

- (a) Death in immediate family;
- (b) Illness;
- (c) Jury Duty or subpoenaed witness;
- (d) Approved leave of absence;
- (e) Lay-offs

## Clause 10.05

In the event that one or more of the above- named holidays occurs during the employee's vacation, he they shall be paid such holiday(s) and the additional days will be added to their vacation time or taken at a time mutually agreed upon between the parties, at the discretion of the employee.

# Clause 10.06 Holiday on Scheduled Shift

Where a paid holiday falls on a scheduled shift, employee may request that day off, provided that application is made at least seventy-two (72) hours in advance of the holiday. The Company shall make a reasonable effort to replace the employee requesting the time off. The Company shall advise when paid holidays are to be worked at least seventy-two (72) hours in advance of the holiday. Exceptions to this shall be Christmas Day and Boxing Day where notice to work shall be given seven (7) days in advance of Christmas Day.

## Clause 10.07

The observance of the above holidays may be transferred by mutual agreement to other days than the date proclaimed or provided above.

## Clause 10.08 Shift Schedules in Excess of Eight [8] Hours

- (i) Where a paid holiday falls on an employee's day off and the employee does not work on that holiday the employee shall be paid a sum equal to eight (8) hours straight time pay.
- (ii) An employee who works on their day off on any of the listed paid holidays shall be paid at the rate of two (2) times their standard hourly wage rate for the normal duration of their shift in addition to their pay for the listed holidays. Hours worked in excess of their normal shift on that paid holiday shall be paid at three (3) times their standard hourly wage rate.
- (iii) Where a paid holiday falls on an employee's scheduled day of work:
  - (a) An employee shall be paid a sum equal to their standard hourly wage rate for the normal duration of their shift (minimum 8 hours).

 (b) The employee shall be paid on a prorated basis for all hours worked on that paid holiday. For example: Shift (Hour.)

12	1.500
10	1.750
8	2.000 (not applicable)

(c) Hours worked in excess of the normal hours for that shift shall be paid at the rate of three (3) times their standard hourly wage rate.

## Clause 10.09

Where a paid holiday falls on an employee's day off or 21st shift, the calendar week will be reduced by eight (8) hours for each holiday. Wages for overtime will be paid for hours worked in excess of the reduced workweek at overtime rates.

# ARTICLE 11 VACATIONS

## Clause 11.01

Each current vacation year will be defined as the period from May 1st of the previous year to April 30th of the current year for calculation of vacation pay and length of vacation.

The Company agrees to issue any prior year's vacation pay upon the request of the employee. This request must be made in writing and submitted to the employee's supervisor.

## Clause 11.02 Less Than One Year

Employees who have less than one (1) year of seniority as at May 1st shall be entitled to one (1) day of vacation for each month of seniority, to a maximum of ten (10) days. Vacation pay shall be four (4) percent of total yearly earnings in the Vacation year.

# Clause 11.03 One to Five Years

An employee, who has completed one (1) year or more of service, but less than five (5) years, shall be entitled to three (3) weeks vacation with pay. Vacation pay shall be six (6) percent of the employee's gross earnings from May 1st of the previous year to April 30th of the current vacation year.

# Clause 11.04 Five Years to Twelve Years

An employee, who has completed five (5) years or more of service, but less than twelve (12) years of service, shall be entitled to four (4) weeks vacation with pay. Vacation pay shall be eight (8) percent of the employee's gross earnings from May 1st of the previous year to April 30th of the current vacation year.

# Clause 11.05 Twelve Years to Twenty-five Years

An employee who has completed twelve (12) years or more of service, but less than twenty- five (25) years of service shall be entitled to five (5) weeks of vacation with pay. Vacation pay shall be ten (10) percent of the employee's gross earnings from May 1st of the previous year to April 30th of the current vacation year.

## Clause 11.06 Twenty-five Years or More

An employee who has completed twenty-five (25) years or more of service shall be entitled to six (6) weeks vacation with pay. Vacation pay shall be twelve (12) percent of the employee's gross earnings from May 1st of the previous year to April 30th of the current vacation year.

## Clause 11.07 Labour Act

In the event the Labour Standards Act is rescinded during the life of this Agreement, the vacation provisions as provided in that Act shall be continued for the remaining life of this Agreement.

## Clause 11.08 Vacation While on Leave of Absence

Employees on leave of absence will maintain and accumulate their seniority standing as per Article 12 but will not accumulate service for the purpose of vacations.

## Clause 11.09 Vacation Schedule

- a) Employees shall be notified as far in advance as possible of change in vacation schedule.
- b) Employees will be required to submit annual vacation requests for the period of May 1 to June 15 of the upcoming vacation year no later than March 15 of that year. Employees will be notified and provided a copy of approved or denied vacation requests no later than April 1 of that year.

Employees will be required to submit annual vacation requests for the period of June 16 to April 30 of the following year by May 1 of the current year. Employees will be notified and provided a copy of approved or denied vacation requests no later than May 15 of that year.

The Union will be notified and provided copies of all denied vacation requests as they are provided to the Employees. Employees who are denied vacation requests will be informed of any underutilized times that are available.

Vacation request submitted after these dates will be accepted on a first come first serve basis. The Company will respond to these requests no later than two (2) weeks of the request being submitted to the Company.

c) The Company will maintain a vacation schedule in each department for the purpose of recording approved vacations. The schedule will be posted in the department to facilitate the booking of vacation.

- d) The Company shall make every reasonable effort to ensure that an employee's vacation request is approved, consistent with operational requirements. Vacations are normally scheduled in full week Monday through Sunday time blocks. Vacations of less than a full week time block may only be taken with the approval of the Department Manager
- e) Should any of the holidays indicated in Clause 10.01 fall on an employee's scheduled day off or during an approved full vacation week, they shall be granted one (1) extra day without pay. Requests by employees to take such day off without pay must be made to the Department Manager prior to schedule day preceding the week that the day off is requested to be scheduled. Requests will be considered based on operational requirements.
- f) Employees(s) on scheduled vacation shall not have their name in the overtime book. Employee(s) on scheduled vacation shall be the last individuals contacted for overtime opportunities.

# Clause 11.10 Vacation Pay While on Compensation

Employees who lose time during the year through being on Worker's Compensation shall have vacation pay calculated on the basis of the earnings they would have received had they not lost such time. This provision shall be limited to one (1) year.

# Clause 11.11 Shift Schedules in Excess of Eight [8] Hours

The use of shifts in excess of eight (8) hours will, if necessary, mean an employee will work some weeks in excess of forty (40) hours and some less, averaging out at approximately forty (40) hours duration. Consequently, a vacation week will be calculated to be of forty (40) hours duration. Clause 10.01: "... should any of the above-mentioned holidays fall on an employee's scheduled day off, they shall be granted one extra day without pay on their annual vacation."

# ARTICLE 12 SENIORITY

## Clause 12.01

## (a) Qualifications, Ability and Physical Fitness

Within various lines of progression, transfers, job postings and labour pool, the responsibility of the management for the efficient operation of the plant is recognized. It is, therefore, understood and agreed that management shall have the right to pass over any employee if it is established that they do not have the qualifications, ability, or physical fitness to perform the work involved, even if they were given a reasonable trial or training period.

The Company will discuss with the Union the reasons for passing over an employee under this provision before a final decision is made by the Company.

## (b) Seniority and Job Opportunity

The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore, agreed that (subject to Clause 12.01 (a)), senior employees shall be entitled to preference in all cases of job posting, transfer, lay-off, vacations and rehiring after lay-off.

## For Trades Only

This provision also applies to shift preference after a period of six (6) months on the job. Senior employees will be entitled to a preferred shift when a permanent vacancy becomes available. In addition, each year senior qualified trades employees may exercise shift preference over any junior trades employee, such preference to become effective the first Monday in April. Once such shift preference is exercised under this provision it may not be exercised again until the following first Monday in April unless a permanent vacancy exists.

# Clause 12.02 Reduction of Working Hours

In the event of a work shortage or reduction or discontinuance of operations, the Company agrees to discuss with the Union for the purpose of consideration shortening the working hours and/or working week as an alternative to laying off employees.

# Clause 12.03 Establishing and Maintaining Seniority

Seniority of each employee (except as in Clause 12.04) covered by this agreement shall be established after a probation period of 480 straight time hours worked.

On satisfactory completion of the probationary period, seniority shall count from date of employment. Seniority shall be maintained and accumulated during:

- (a) Absence due to lay-off;
- (b) Sickness or accident;
- (c) Authorized leave-of-absence;
- (d) Absence from employment while serving in Canada's Armed Forces.
- Lay-off due to lack of work after one (1) year seniority.
- (f) When the employee has successfully passed their probationary period, a notice shall be issued to the employee and the Union.

Where the Company has identified concerns with respect to the suitability of a probationary employee, the employee and the Union will be made aware of those concerns.

## Clause 12.04 Loss of Seniority

An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement.
- (c) If the employee is laid off and fails to return to work when notified to do so, or within a maximum of ten (10) calendar days. If the employee can demonstrate that they have legitimate employment elsewhere and must provide a notice period or in other extenuating circumstances beyond the employee's control, they may request additional time to return and no reasonable request will be denied. In either case the employee will be notified by the Company by telephone and registered mail to their last known address. A copy will be supplied to the Union.

Laid off employees are responsible to provide the Company with their current contact information.

- (d) Is on continuous lay-off due to lack of work for a period in excess of their accumulated seniority at the time of lay- off, providing their accumulated seniority is less than six (6) months.
- (e) Is on lay-off for lack of work for a period of twelve
   (12) consecutive months providing their accumulated seniority is less than one (1) year, but greater than six
   (6) months at the time of lay-off.
- (f) If an employee is absent in excess of three (3) working days and fails to notify the Company of such absence, shall be deemed to have voluntarily terminated

employment with the Company except where an employee can prove communication with the Company was impossible.

## Clause 12.05 Seniority Lists

The Company shall prepare plant-wide seniority lists and present the same to the Union within thirty (30) days of the signing of this Agreement. Said lists shall commence with the most seniority, carry on downwards to the employee with the least seniority and contain the following information:

- (a) Employee's starting date;
- (b) Employee's classification;
- (c) Employee's name;
- (d) Employee's clock number;
- (e) Employee's seniority number;
- (f) Employee's address; and
- (g) Employee's phone number.

Additional revised lists will be furnished to the Union, as requested from time to time, and within thirty (30) days of said request. The Union agrees not to make such requests more frequently than once every two (2) months. Seniority lists shall include all bargaining unit employees on the payroll at the time that such seniority list is prepared.

The Company shall prepare and post once every Quarter an updated seniority list that only contains the information listed in (a) (c), (d) & (e) from the list above. The seniority lists shall be posted on the designated bulletin boards in the administration building and on My Evraz.

## Clause 12.06 Job Posting and Lines of Progression

(a) Notice of job vacancies shall be posted for seven (7) calendar days on a special bulletin board supplied for Union purposes with a copy submitted to the Union. Permanent vacancies shall be bid when they occur on the bottom job in a line of progression or on a job that is not in a line of progression.

A permanent vacancy shall be any vacancy exceeding thirty (30) calendar days, including new jobs established of thirty (30) calendar days duration or more.

Exceptions to this shall be:

- Vacations
- Sickness
- Disability
- Workers' Compensation
- Approved Leave of Absence
- Apprenticeship (ninety (90) calendar days as per Apprenticeship Agreement)
- Successful Applicants as outlined in 12.06(b)

An employee desiring the position must make application to management (with a copy to the Union), within the above seven (7) calendar days. The senior employee applying for the position shall be given preference to the appointment in accordance with Clause 12.01 (a) and 12.01(b).

Once it is apparent that a vacancy due to sickness, disability or Workers' Compensation is going to exceed twelve (12) months the parties will meet to discuss the appropriateness of declaring the vacancy permanent and posting the vacancy. If the employee subsequently returns they will be placed into their original line of progression in accordance with their seniority.

(b) If the senior applicant does not receive the appointment, the Company will advise the Union President or the Chief Steward of the reasons why, and the name of the employee selected for the position. Successful applicants shall have the right to return to their previous job within 160 hours worked without loss of seniority. In the event that an employee(s) returns to their previous job, the next most senior applicant(s) shall be awarded the bid for up to sixty (60) calendar days.

(c) An employee who has been appointed to the position of Leadhand for a first time shall work on the job for a period of 960 accumulative hours; the job they vacated will be posted as per Clause 12.06 (a) of the CBA. An employee who has previously held the position of Leadhand shall work as Leadhand in that department for a subsequent period of 480 accumulative hours before the position they vacated shall become a permanent vacancy and will be subject to the job posting provisions of 12.06 (a). The subsequent period of 480 accumulative hours may be reduced by mutual agreement between the two parties.

When the employee is relieved of their duties as a Leadhand they may exercise their bumping rights as per Clause 12.09.

## Clause 12.07 Successful Bidders & Training Records

The Company shall post the name of the successful bidder on the Union bulletin board within five (5) calendar days after the expiration of the seven (7) days posting period with a copy sent to the Union.

- (a) The collection and recording of training time and job experience will be undertaken by the Company by reliance upon the available databases at the Calgary Plant, which may include payroll and training databases.
- (b) As training is completed, training and operating hours will be recorded on a sign-off sheet by the supervisor and once the required hours have been accumulated the employee will receive a copy of the sheet. Upon request, a member of the Union Executive with a Company Representative shall be provided the opportunity to view training records.

(c) The Company and the Union agree that proper training is essential for an employee to do their job safely and efficiently. The successful job applicant will receive the proper peer and/or classroom training as soon as practical, and will receive additional training as required. A copy of the training record will be maintained by the Company.

The Company agrees to discuss the selection of peer trainers with the union and consider their input but the final decision on the selection of peer trainers will be made by management.

# (d) Job Posting Procedures

The Company agrees to release employees to a new bid position within a sixty (60) day period from the date of award. An employee not released after such sixty (60) days, will be paid the standard hourly rate of the position to which they are to be released, or their current rate, whichever is higher from the sixty first day until they are released. Should this be the case, the Joint Seniority, Shift and Overtime Committee will meet to discuss the situation and will determine the release date.

The Joint Seniority, Shift and Overtime Committee agrees to meet on a monthly basis to discuss outstanding seniority issues. This does not preclude the Union from proceeding with a grievance in accordance with Article 6.

## Clause 12.08 Lines of Progression and Restrictions

(a) The lines of progression shall be as set forth in this agreement, subject to any subsequent changes agreed upon by the Company and the Union. Such changes to be in writing and signed by both parties. Any new job established in the line of progression shall become part of the line of progression. (b) When a permanent vacancy occurs in a line of progression, the most plant senior employee in the job immediately below the vacancy will advance up the line into the vacancy subject to 12.08 (g).

It is understood that no employee shall advance up the line by increments of more than one job at a time.

- (c) Any employee will have the right to bid into any line of progression or stand alone job in accordance with the terms of this Agreement.
- (d) An employee will only hold seniority in one line of progression.
- (e) An employee bidding from one line of progression to another line of progression will forfeit their original line of progression after a period of 160 hours worked on the new job.
- (f) There shall be no temporary transfers within the lines of progression, above the entrance to the line. In times of vacancies, the next employee in the line shall fill the vacant position.
- (g) Employee(s) next in the line of progression eligible to progress to the next higher job in the line of progression may decline to do so by signing a waiver to that effect with a copy sent to the Union by the Company. A maximum of eight [8] waiver(s) in each line of progression will be accepted. Waiver(s) signed by employees prior to the effective date of the new Collective Bargaining Agreement shall remain in effect.
- (h) In the event that the temporary vacancy occurs, the employee next in line of progression on that shift shall fill the vacancy. (Temporary to mean a maximum of thirty (30) calendar days.) In the event that the vacancy occurring is more than thirty (30) days, the employee

next in line to fill the post, regardless of shift, shall fill the vacancy.

- (i) If an employee passes another employee in the line due to the latter employee being unable or unwilling to move up the line, then they shall not have the right to bump the person he passed, due to lay-off, cutback or job deletion.
- (j) If a new job is inserted in a line of progression, then the job shall be filled from the line of progression. All employees on jobs above the new job in the line shall have seniority in the new job and preference to fill that new job or stay in their current position. In either situation, they shall be provided adequate training on that new job as soon as is reasonably practical.
- (k) Entries to the line of progression shall be by job posting, bid, and bumping.

# Lay-offs

(I) In the event of cutbacks or lay-offs, an employee shall be deemed to have the right to a position that is lower in that line of progression and will bump down this line to a position that he they can hold by plant seniority. You shall regress as you progress and progress as you regress. If an employee cannot fill a position due to physical or mental restrictions they shall be accommodated in accordance with Clause 14.13.

# **Displaced Employee**

(m) In the event that an employee cannot retain a position in their own line, a displaced employee may apply for one of the following depending upon the circumstances arising from their being displaced. Employees who bump entry level positions shall be provided the appropriate training upon reporting to the position.

- Any jobs below the displacement line held by the junior employee provided their plant seniority is greater than that of the employee to be replaced.
- 2. The higher job in any other line of progression held by the junior employee provided that they have performed that job and can still perform that job efficiently consistent with the language contained in 12.09 a). Any other line excludes your original line of progression.
- (i) Any jobs outside the line of progression that are noted as unskilled, held by a junior employee and which they are capable of performing.
  - (ii) Any jobs outside the lines of progression that are noted as skilled, held by a junior employee provided that they have performed that job and are still capable of performing that job consistent with language contained in 12.09 a).
- 4. Exceptions to this Article shall be those employees in the category of tradesman, apprentices, and oilers, greasers, maintenance helpers, stores counterman with more than one year on the job, except where lay-off exceeding thirty (30) days occurs, and those jobs in the line of progression which cannot be readily and efficiently performed by a senior employee.
- 5. The employee with the greatest plant seniority within the line of progression, demoted or laid off due to lack of work shall have the right of reinstatement or recall, after lay-off or demotion, to this regular job before those with lesser plant seniority in that line of progression.

6. A displaced employee will be allowed to exercise their bumping rights when there is an increase in production lines. The employee must submit this bump within ten (10) calendar days from the increase in crews. The employee may only exercise this right twice per displacement.

# Clause 12.09 Rules for Bumping - Displaced Employees Only

(a) Employees will be allowed to bump into positions they have not held under the bidding system, provided that the employee has obtained the necessary training and experience required to safely effectively and efficiently operate the equipment required to perform the work. Other than in entry level positions, the following tables in 12.09 (e) outline the essential training and duration of on-the-job experience required before an individual will be given the opportunity to exercise a bumping right to a position they have not held as a bid position. These tables also outline the training requirements for employees in any position (Clause 12.07 (c))

## (b) Time Limits for Bumping

A displaced employee wishing to exercise their bumping rights must do so within ten (10) calendar days from the time of displacement. The exception will be those applying under Article 12.08 (m) 6.

# (c) Before Being Displaced for One Year

- 1. An employee displaced from his original line of progression shall retain their seniority in that line for one year.
- An employee displaced for less than one (1) year shall not progress within another line of progression during times of vacancies. During times of cutback the employee will maintain his

position in another line of progression using plant seniority. If an employee is unable to maintain his position in another line of progression they will be displaced from that line of progression.

## (d) After Being Displaced for One Year

- After one (1) year of displacement an employee who is displaced from their original line of progression shall not be entitled to recall to their original line of progression.
- After one (1) year of displacement the line of progression into which an employee bumped will become their regular line of progression from the day they bumped into that line.

Position	Peer Train Hrs.	Supervised C/O	Solo Operate Hrs	Solo C/O
Bevellers	40	1	80	1
Hydro	40	1	80	1
Threaders *	80	2	160	2
Bucker*	40	1	40	1
Inspector	40	N/A	160	N/A
Scales	40	1	80	1
Sonics	As per industry / Customer Requirements		As per industry / Customer Requirements	

CASING FINISHING LINE

Thread requirements training course is a prerequisite.

#### HEAT TREAT

Position	Peer Train Hrs.	Supervised C/O	Solo Operate Hrs	Solo C/O
Hot Operator**	160	3	540	3
Hot Operator Helper	40	1		
Heat Treat Helper	12	1		
MPI/Sonic	As per industry / Customer Requirements	2	As per industry / Customer Requirements	
MFL	As per industry / Customer Requirements	2	As per industry / Customer Requirements	

\*\* Shall successfully complete formal crane training

#### WELD LINE

Position	Peer Train Hrs.	Supervised C/O	Solo Operate Hrs	Solo C/O
Uncoiler	40	1	40	1
Buttwelder	40	1	40	1
Sizing/Cut Off	40	3	240	3
Mill Operator	160	3	320	3
Salvage	40	2	80	1
Crane***	40	crane course	80	follow up
Sonics	As per industry / Customer Requirements		As per industry / Customer Requirements	
Xroll/Washout	40	1	40	1

\*\*\* Crane Operators shall successfully complete formal training program

#### YARD

Position	Peer Train Hrs.	Supervised C/O	Solo Operate Hrs	Solo C/O
Yard Operator****	80	forklift course	160	follow up
Tallyman	40			
Small Forklift ****	40			
Railcar Loader *****	40			
Drawbench	40			
Outside Salvage	40			

\*\*\*\* Yard Operators shall successfully complete forklift training program and are obligated to re-qualify as regulations dictate.

\*\*\*\*\* Require formal Fall Arrest and Formal Operation of Mobile Platform training

Position	Peer Train Hrs.	Supervised C/O	Solo Operate Hrs	Solo C/O
Endfacer	40	1	80	1
Threader	80	2	160	2
Bucker	40	1	40	1
Hydro	40	1	80	1
Upsetter	40	2	320	3
Salvage/Crane***	40	crane course	80	follow up
Inspector	40		160	
Sonics	As per industry / Customer Requirements		As per industry / Customer Requirements	

#### TUBE PLANT

\*\*\* Crane Operators shall successfully complete formal training program.

## Bumping into the Tube Plant:

- (a) Operator 2 positions are currently bumpable.
- (b) As a bumping employee accumulates training and experience and is able to perform any two of the three Operator 2 Training Modules or any five of the seven Operator 1 functions, as outlined in the Tube Mill Letter of Agreement, the employee will have the right to bump Operator 1 positions in the future and will be considered to be qualified as an Operator 1.
- (c) Credit for transferable skills and prior learning will be given to individuals who are qualified to operate threaders, buckers and cranes.

## Bumping when the individual has not held the position:

- Where there has been a substantial change in the equipment or process used to perform a job no bump will be allowed. In case of dispute, the Joint Steering Committee will determine when substantial change to a job or process has occurred.
- II. When an employee bumps a position they may request up to two shifts of operating time as a familiarization period. If the employee cannot perform the job following a familiarization period they will be removed from the position and must upgrade any deficiencies prior to being allowed to bump during a subsequent cutback.
- III. The collection and recording of training time and job experience will be undertaken by the Company by reliance upon the available databases at the Calgary Plant, which may include payroll and training databases.
- IV. As training is completed, training and operating hours will be recorded on a sign-off sheet by the Area Supervisor and once the required hours have been

accumulated the employee will receive a copy of the sheet.

## (d) Definition of Cutback

- 1. Cutback in this Article shall mean a reduction in the number of crews and does not mean a temporary shutdown where upon recall, the same number of crews is reinstated.
- During periods of cutback an employee shall regress and progress within their new line of progression according to plant seniority. Plant seniority will maintain an employee on a bottom job within a line of progression.

## Clause 12.10 Temporary Transfers and Temporary Assignments

- (a) It is agreed that Temporary Transfers and Temporary Assignments can be made to enable the Company to meet operational requirements, or to hire and/or train employees, whenever reasonable, temporary assignments will be made with due consideration to seniority. Temporary assignment is defined as a period of twenty-eight (28) calendar days or less.
- (b) Temporary transfer is defined as a movement of an employee(s) that holds a position in a line of progression or stand alone job to another job in a line of progression or to another stand alone job. The term "temporary transfer" in this section shall mean a period of up to twenty-eight (28) calendar days, unless there are no other employees qualified and available to be temporarily transferred, and there is training being conducted to address the reasons for extending the temporary transfer.
- (c) Temporary Assignment is defined as a movement of an employee (s) that holds a position within a line of

Progression for training purposes or when unforeseen circumstances arise between the posting of a schedule and the posting of the next. The length of any temporary assignment shall not exceed a maximum of twenty-eight (28) calendar days, unless there are no other employees qualified and available to be temporarily assigned, and there is training being conducted to address the reasons for extending the temporary assignment.

- (d) An employee who is temporarily transferred or assigned from their regular job for more than an accumulated total of one (1) hour in any one (1) shift shall be paid the standard hourly rate of the job (for the entire shift) to which they have been transferred or assigned, provided such a rate is not less than that of their regular job. If the rate of the job to which they are transferred or assigned, is less than the rate of their regular job, they shall be paid the rate of their regular job (for the entire shift) during the period of such temporary transfer or assignment.
- (e) Employees temporary transferred or assigned and then returned to their position will not be temporarily transferred or assigned again for a period equal or greater to the length of time of the original transfer unless there are no other employees qualified and available to be temporarily transferred or assigned, and there is training being conducted to address the reasons for extending the temporary assignment or transfer.
- (f) The Company will highlight all employees who are on temporary transfer on the weekly manpower schedule.

### Clause 12.11 Notice of Lay-off

(a) Employees to be laid off due to lack of work or depressed business conditions will be entitled to notice of layoff as follows: Employees with less than two (2) years seniority will be given seven (7) calendar days' notice. Employees with more than two (2) years seniority will be given fourteen (14) calendar days' notice. No notice is required if the lay-off or shutdown is due to emergency conditions. No notice is required where employees are recalled for a shorter period of time. The Union Committee shall be given adequate notice of pending lay-off. Such notice will be posted on plant bulletin boards with a copy to the Union. A letter of confirmation will also be given to the employee or mailed to his their last known address.

- (b) For the purposes of this agreement layoff means temporary dispensation with the services of an employee for a period exceeding three (3) working days in any one calendar month.
- (c) Layoff notice may be extended for up to one additional calendar week, consistent with operational requirements.

# Clause 12.12 Lay-off Because of Breakdown

Whenever an unforeseen breakdown of equipment or a lack of material or work occurs, and an employee is sent home, as a result thereof, such employee may be sent home without regard to seniority, provided that such total time lost by any such employee shall not exceed three (3) working days in any one (1) calendar month. With regard to the implementation of this provision due to lack of material or work, the Company will provide earliest possible notification of such event.

## Clause 12.13 Transfer to a Supervisory Position

If an employee is transferred to a supervisory position, they shall be excluded from the coverage of this Agreement on date of transfer.

Such an employee shall accumulate their seniority for a period of six (6) months and shall retain their seniority for another six (6) months in the occupation from which they

were transferred, up to a period of twelve (12) months. At the conclusion of the twelve months, the decision must be made to either accept a salary supervisor position or return to the bargaining unit. If an employee is returned to the bargaining unit at or prior to the conclusion of twelve (12) months, they will not be transferred to a Temporary Supervisory Position for a period of twelve (12) months.

In the event that they are relieved of or relinquishes their position within the said twelve (12) months, they shall have the right to return to the bargaining unit and be credited with seniority which they had at the end of their first six (6) months after being transferred to the supervisory position providing the said employee has paid their regular monthly dues and assessments, if any. In addition, such notice of promotion and demotion shall be in writing to the Union.

## Clause 12.14 Job Transfers/Rate Retention

When an employee with three (3) years or more of continuous service is demoted or transferred to a lower paid job from a classified job they have occupied for ninety (90) calendar days due to a reduction of forces their rate will be maintained for a period of seven (7) weeks: however, the rate will cease to be maintained if the employee refuses to accept

- Promotion, recall or transfer to a job classification equal to or higher than he held at the time of cut-back or layoff.
- b) If an employee refuses a job assignment lower than his original classification, but higher than the job to which he has been temporarily assigned, then his rate shall be changed to that of the job refused until such time that further promotion is available or the seven (7) week limit expires.

# c) Temporary Transfers

Where a short work schedule is instituted for a specified period, resulting in temporary transfers each week, the rate retention period shall be accumulative.

# d) Job Displacement Rights - Production and Maintenance Employees Only.

During periods of job displacement, employees shall be entitled to their rights under Article 12.08 (m) or rate retention but not both.

## Clause 12.15 Inter-Plant Transfers

Opportunity will be afforded to laid off members from other plants prior to the hiring of new employees. Seniority and/ or service shall only apply to benefits, pensions, vacations and severance entitlements under Articles 11, 12.04 (e), 15, and 17.

A notice shall be posted in both plants and the local unions involved shall be notified concerning the opportunity for interplant transfer. A copy of the notice will be sent to the President of both locals.

Employees wishing to exercise the interplant transfer shall not be subject to the rules pertaining to first time Evraz hires.

All employees who request and are granted an inter-plant transfer shall be subject to a trial period of ninety (90) calendar days. During this trial period the Company shall have the right to return the employee to their former plant if the employee is deemed unable to meet the requirements of the job or the employee may elect to return to their former plant, in either case, without any loss of their former seniority. It is understood that transfers will occur at the employee's own expense. Employees who are transferred shall be subject to recall at their original plant, and they shall have the option of returning to their original plant or remaining at the new plant. If an employee accepts the recall, transfer date will be determined by management not to exceed fourteen (14) calendar days. Employees who remain at the new plant will forfeit all seniority held at the former plant except as it applies to benefits, pensions, vacations and severance entitlements under Articles 11, 12.04 (e), 15, and 17. Their seniority at the plant transferred to shall start from the first day worked at that plant.

## ARTICLE 13 LEAVE OF ABSENCE

## Clause 13.01 Personal Reasons

An employee may be allowed up to a thirty (30) day leave of absence without pay for personal reasons if:

- (a) They request it in writing at least seven (7) days in advance. A copy of management approval to be sent out to the Union within five (5) days.
- (b) The leave is for a good reason and does not interfere with operations, except in emergency situations when leave shall be granted regardless.

## Clause 13.02 Extended Leave of Absence

- (a) The leave of absence will be extended for additional periods of up to thirty (30) days if there is a good reason and Management and Union mutually agree. The employee must request the extension in writing before their current leave expires.
- (b) Employees requesting leave for educational purposes for periods of up to three (3) months can request a meeting with the Works Manager and the Union President to consider the merits of such a request.

Management shall give their decision in writing to the employee and the Union within five (5) days of such request.

## Clause 13.03

The Union will be notified of all leaves granted under this Article.

## Clause 13.04 Leave of Absence to Attend Union Business

An employee who has been elected or appointed by the Union to attend Union business shall be granted a leave of absence without pay or loss of benefits for this purpose. The Union will inform the Company of the names of the delegates. It is mutually agreed that this clause is limited so that not more than one member per forty (40) employees, or part thereof. with a minimum of three (3) employees, may be absent from work at any one time for such Union business. It is further agreed that requests will be regulated so that no part of the Company operations are curtailed or jeopardized by the absence of excessive key personnel. To facilitate, may require rescheduling of manpower, the Union will give the Company two (2) weeks notice of such Union business, except for Executive Officers in cases of emergency who shall be granted leave-of absence upon issuing twenty-four (24) hours notice, and except in cases beyond the control of the Union when requests for leave of absence will be discussed with the Company.

Management shall reply to Union in writing at least seven (7) days prior to leave request date.

## Clause 13.05 Leave for Union Business

The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave may be extended for additional three (3) year periods by mutual agreement.

## Clause 13.06 Leave for Jury Service

The Company shall pay an employee who is required for jury service or who is subpoenaed as a witness the difference between the amount of straight time earnings they would have received from the Company and the amount of pay received from the Court. In order to qualify for any compensation by the Company under this Article 13, the employee shall also present proof of service and the amount of pay received from the Court.

However, the Company shall not be required to pay for time lapsed during a postponement or recess if the employee could have returned to work at the Courts consent.

## Clause 13.07 Failure to Return from Leave

Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted, provided they shall return to work at the expiration of such leave.

## Clause 13.08 Engages In Other Employment

Any employee who engages in gainful employment while on leave of absence without the prior consent of the Company shall be subject to disciplinary action. This clause shall not be deemed to apply to political, sports, or other community service for which the employee may receive remuneration.

## Clause 13.09 Requesting a Leave of Absence

All requests for leave-of absence whether for personal reasons or Union business shall be in writing to the Plant Manager.

## Clause 13.10 Leave of Absence for Job Evaluation Committee

The Company agrees to grant leave of absence from the employees identified in Article 16, who shall be selected by the Union to act on its Job Evaluation Committee. Employees so selected shall:

- (a) Accumulate any seniority to which they normally would be entitled;
- (b) Receive their regular rate of pay from the Company as based upon a normal work week; and
- (c) Return to their regular employment when their work on the Committee is completed.

### Clause 13.11 Union Negotiating Committee

 (a) The Union has the right to appoint or otherwise select a Negotiating Committee consisting of eight (8) employees on the following basis:

Regina	5 employees
Calgary	3 employees

- (b) The Negotiating Committee may be accompanied by such full time Staff Representative(s) as may be appointed by the International Union.
- (c) During negotiations for a new Collective Agreement the Company may place employees, members of the Negotiating Committee, on the day shift.
- (d) Employees on the Negotiating Committee, up to the maximum number shown in paragraph (a) above, will be compensated for wages lost from their normally scheduled work hours and will be granted a \$35 per

diem to cover meals and other miscellaneous expenses for all days when bargaining meetings are held with the Company. In addition, the Company will pay reasonable travel expenses and lodging for Negotiating Committee members who have to travel to a city other than the city of their normal residence to participate in negotiations.

## Clause 13.12 Joint Union Education Fund

The Company shall pay into a Union administered education fund, five (5) cents for all straight time hours worked.

## Clause 13.13 Maternity/Paternity/Adoption/ Compassionate Care Leave

## (i) Conditions

- Every employee who has completed six (6) months of continuous service with the Company is entitled to and shall be granted a leave of absence from employment for the purpose of maternity, parental and adoption leave.
- b) An employee who intends to take a leave of absence from employment under the leave clause shall:
  - Give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given;
  - II. Inform the Company in writing of the length of leave intended to be taken; and
  - III. Give at least four (4) week's notice in writing to the Company of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

## (ii) Maternity Leave

 A pregnant employee is entitled to and shall be granted Maternity leave before, on or after the completion date of the pregnancy to and ending no later than eighteen (18) weeks after the completion date of the pregnancy.

- b) The employee must provide medical certification that the employee is pregnant and specifying the estimated date of birth as per Clause 13.13 i) b).
- c) Where the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six (6) weeks leave after the actual date of birth.
- d) The total period of maternity leave shall not exceed eighteen (18) weeks.
- e) Employees on maternity leave will maintain their eligibility for Medical, Dental, Vision and Life Insurance Coverage. Any optional Group Insurance Plans will continue throughout the length of the leave, provided that employees pay their portion of the required premiums for the duration of the leave.
- f) An employee who provides the Company with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:
  - A supplement to Canada employment insurance (EI) benefits up to the Weekly Indemnity maximum for maternity leave to a maximum of sixteen (16) weeks provided the employee is receiving EI benefits.
  - II. If an employee is laid off or not on active duty, their supplementary employment benefit would cease.

# (iii) Parental Leave

- In cases where a mother takes parental leave it must commence immediately after maternity leave ends and shall not exceed thirty-four (34) weeks.
- b) The aggregate amount of leave that may be taken by one or two employees combining parental leave shall not exceed fifty-two (52) weeks.
- c) This leave must commence no later than the first anniversary of the date on which the child is born or comes into the care and custody of the employee.

## (iv) Adoption Leave

- a) The employee must give the Company notice of the possibility upon determination of eligibility.
- b) The aggregate amount of leave that may be taken by two employees for the purpose of adoption shall not exceed fifty-two (52) weeks.
- c) This leave must commence no later than the first anniversary of the date on which the child is adopted or comes into the care and custody of the employee.

## (v) Compassionate care

- a) An employee can receive compassionate care leave for up to a maximum of eight (8) weeks if you have to be absent from work to provide care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks.
- b) The employee must provide medical proof showing that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.
- c) The employee can receive compassionate care leave for a maximum of eight (8) weeks within the twenty-six (26) week period that starts during one of the following weeks, whichever is earlier:
  - i. The week the doctor signs the medical certificate; or
  - ii. The week the doctor examines the gravely ill family member; or
  - iii. The week the family member became gravely ill, if the doctor can determine that date (for example, the date of the test results)
- d) The leave ends when:
  - i. Eight (8) weeks of compassionate care leave has been taken; or
  - ii. The gravely ill family member dies or no longer requires care or support; or
  - iii. The twenty-six (26) week period has expired

## (vi) Seniority

Employees on maternity, paternity, adoption, or compassionate care leave shall continue to accrue seniority.

## (vii) Return to Work

Upon completion of the leave, the employee will be placed into their original line of progression or bid job in accordance with their seniority or the collective agreement.

## Clause 13.14 Canadian Armed Forces Leave

Requests for leaves of absences of any length of time to serve in Canada's Active Armed Forces will be granted.

# ARTICLE 14 SAFETY, HEALTH, AND ENVIRONMENT

## Clause 14.01

The Company and Union agree that they mutually desire to maintain high standards of safety, health and environment, in and around the plant in order to prevent industrial injury, illness and environmental damage. The Union will assist Management in carrying out any reasonable safety, health and environmental concerns and accident prevention programs.

## Clause 14.02

The Company shall furnish equipment, required training and supplies necessary to protect employees from injury and shall supply, without cost to the employees, except as detailed in Clause 14.03, protective work clothing which is required for safety.

# Clause 14.03 PPE & Medicals

(a) Safety Boots

The Company will subsidize the cost of safety boots to a maximum of seventy-five percent (75%) of purchase price. New employees will apply for a seventy-five percent (75%) refund. In order to purchase a new pair of boots, an employee must turn in their worn out pair.

(b) Safety Glasses

The Company will pay for the frames and grinding of prescription safety lenses to a maximum of one (1) pair per year, unless the designated Company official authorizes additional lenses. To qualify for this payment, personnel employees must obtain a requisition from their Safety Director or other designated Company official.

(c) Medical Certificates

The Company shall pay one hundred percent (100%) of the cost incurred by the employees for securing medical certificates for insurance claims (weekly indemnity) and Workers' Compensation claims, and any return to work slips required by the Company.

(d) Winter Outerwear

The Company will provide appropriate winter outerwear to incumbents employed in occupations whose regular work is performed outdoors on a fulltime basis.

(e) Medical/Health Examination and Testing

The Company shall pay one hundred percent (100%) of the cost for all medical and health examinations and testing when requested by the company as a result of company policies, procedures or legislation. In cases

where it has been deemed medically necessary, the company will aid in the finding of appropriate drug and alcohol rehabilitation services available through public / provincial programs.

## Clause 14.04 Safety Tours

The Company and the Union agree to promote safety, industrial hygiene and environmental awareness in the plant and to follow procedures as outlined in Provincial Legislation. Typically, safety tours shall consist of four (4) representatives from the plant. There will be representation from the Union and the Company and one representative from the Union shall be a member of the Joint Safety, Health, and Environment Committee. Tours shall be scheduled on a day which is suitable to both parties. Their report shall be reviewed at the monthly meeting.

## Clause 14.05 Right to Refuse

- (a) The Union recognizes and the Company accepts the responsibility to make adequate provisions for the safety and health of the employees during the hours of their employment.
- (b) A worker may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are unusually dangerous to their 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 them otherwise.

If the worker is not satisfied with the steps taken to correct the unsafe situation, then the co-chairpersons of the Joint Safety, Health, and Environment Committee will investigate the matter and take the necessary steps to ensure that the job can be done safely.

(c) No worker will be disciplined for exercising their right to refuse unsafe work. The worker will be offered other work at their regular job class until the matter is resolved. No other worker will be asked or ordered to perform the work in question until it has been determined that it is safe to do so.

In situations that involve a worker's peculiar belief (e.g. fear of heights) and after it has been determined that there is nothing unsafe about the job, the work may be assigned to another employee and the work refusal will be at an end.

## Clause 14.06

- A Union member of the Joint Safety, Health and a) Environment Committee shall be notified immediately of each safety incident or injury. Union member(s) of the Committee will be present and participate in all investigations both initial and follow ups involving safety incidents, injury and near misses and assist in the preparation of the report. If a Union member of the Joint Safety, Health and Environment Committee is unavailable on site then the Company will call the Union Co-chair to participate in the investigations. The Company will proceed with the investigations and bring the Union Co-chair or their designated representative from the Joint Safety, Health and Environmental Committee up to speed regarding the investigations when they arrive onsite. The Company agrees to cooperate with the Joint Committee members and facilitate their ability to conduct inspections and investigations. The Company will provide all relevant and pertinent reports, plans, and records to the committee. In the event of a serious incident as defined by OH&S legislation the site shall not be disturbed, except for the purpose of saving a life or relieving human suffering. Counselling services will be made available for all employees involved directly, or indirectly, with a serious injury or fatality.
- b) The Joint Safety, Health, and Environment Committee may from time to time consult and use the services of outside experts including the USW Emergency

Response Team on any matter that involves the health and safety of employees.

- c) Employees will be provided access to all written job safety procedures and work processes in effect in a department upon beginning employment in a department. New or revised job safety procedures will be reviewed with each employee affected by the new or revised procedure or process in a timely fashion.
- d) Prior to the implementation or installation of new or modified equipment the Union's Health, Safety and Environmental Representative will be notified and information outlining the changes or modifications will be provided to the employees working on the equipment or in the area.

The Safety Representative will be notified by the Company when an Employer's Initial Report of Injury is submitted to WCB.

## Clause 14.07 Joint Safety, Health and Environment Committee

A Joint Safety, Health and Environment Committee consisting of from three (3) to six (6) employees designated by the Union and three (3) to six (6) employees of the Company shall hold at least one meeting each month, at a time mutually agreed to. A Shop Steward will be requested to attend these meetings if a Committee member is not available. The Committee will tour the plant once each month at a time mutually agreed to.

The Company will train the members of the Committee in incident investigations, hazard identification and hazard assessment.

Time expended on Committee work by Committee members designated by the Union shall be considered hours worked to be compensated for by the Company, at the employee's straight time hourly rate. The function of the Committee shall be to:

- (a) Report to management on each major incident and attempt to ascertain the cause and recommend changes necessary to eliminate further incidents of similar nature. The Safety, Health and Environmental representative as per Clause 14.14 (a) or if they are unavailable another Union member of the Committee will be immediately notified when a serious incident or fatality has occurred and will be given an opportunity to participate in the investigation. Copy of reports to be supplied to the Union.
- (b) Consider practices and rules relating to safety and health.
- (c) Formulate suggested changes in practices and rules relating to safety and health.
- (d) Recommend to management the adoption of these new practices and rules.
- (e) Any additional agenda items for the Committee meeting shall be exchanged by the Committee Co-chairs in sufficient time to permit proper discussions on those items. The agenda will include any unresolved issues from the previous meeting. The minutes of the meeting will be jointly signed and posted.
- (f) The Committee will be given access to all Material Safety Data Sheets relevant to products/chemicals used in the plant. A copy of the approved product request form as well as the product's MSDS sheet will be forwarded to the Co-Chairs of the Committee. Employees will be trained on the safe handling and use of such products/chemicals.

- (g) Report to Management its findings on any major pollution problems relating to litter, noise, air, etc., or any other form of pollution and make recommendations to Management on such problems. Results of any of the above tests will be reviewed at the Joint Safety, Health and Environment Committee meetings and a copy of the results will be supplied to the Union's Joint Safety, Health and Environment Committee Co-Chair.
- (h) Investigate and report to Management any concerns with respect to contractor compliance with all safety policies and procedures and with health, safety and environmental legislation while on Company premises.

# Clause 14.08 Pay on Day of Injury

An employee hurt in a workplace incident shall be paid for the time lost on the day they were injured at their standard hourly rate plus any overtime premium and applicable shift differential. To qualify for the above pay, the employee must provide evidence of receiving medical attention.

## Clause 14.09 Transportation

The Company shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of a workplace incident or disease.

## Clause 14.10 Transportation covered by WCB

It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation, which is compensated by the Worker's Compensation Board.

# Clause 14.11 Safety and Health Education Leave

The Company will provide leave without loss of pay to attend approved study programs in the area of safety and health up to a total of 10 days per year.

## Clause 14.12 Training for Advanced First Aid

The Company agrees to provide training in advanced industrial first aid for four (4) employees to be selected by the Joint Safety, Health & Environment Committee. It is further agreed that on all regularly scheduled shifts worked a twenty-five (25) cents per hour premium will be paid to up to four (4) designated employees trained in advanced industrial first aid.

#### Clause 14.13 Alternate Work and Accommodation

#### (a) Alternate Work Program

The Company is willing to explore opportunities to find alternate work for employees with short term temporary work restrictions. These decisions will be considered non-precedent setting. The Union President or their designate and the Company agree to meet at the request of either party to discuss and review alternate work for employees with such restrictions. The Company will make reasonable efforts to provide the employee with suitable employment. The Union agrees to assist the Company during this process by making recommendations that may help the employee return to the work place. This applies to both work and non-work related short term temporary work restrictions.

Based on the employee's attending physician's report and input, subject to agreement by the Company's consulting physician, the employee's present physical capabilities and their present skills and abilities, the parties will review the restrictions and limitations form, to ensure the proposed assignment is consistent with medical circumstances. Normally the employee, where possible, will be returned to their shift, department and classification however, if the employee cannot be returned to their regular shift, department or classification the parties will review and discuss alternate work assignments.

Before the employee returns to the workplace, the parties will meet with the employee's immediate Supervisor, to ensure that the agreed to restrictions and limitations are understood and followed.

## (b) Accommodation of Disabled Employees

The Company recognizes its duty to accommodate employees with disabilities. The Union and the Company agree to meet at the request of either party to discuss and review alternate work for employees who become disabled. The Company will make every reasonable effort to provide the employee with suitable employment, provided such employment would not cause undue hardship to the Company. The Union agrees to assist the Company during this process by making recommendations that may help the disabled employee return to the work place. The disabled employees will provide medical updates to the Medical Department as required, but at least annually.

If a medical update indicates that a change has occurred in the employee's medical condition a meeting will be held between the President of the local Union or designate, the employee and the Company to review how the change will affect the employee's work assignment.

# (c) Disabled Employees

In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming disabled as a result thereof, every effort will be made by the Company to give the disabled employee such suitable employment as is available.

## Clause 14.14 Health, Safety & Environmental Representative

The company and the Union agree that a full time Health, Safety & Environmental Representatives(s) is necessary and beneficial to the operations at EVRAZ. These positions will be filled as long as we are welding, finishing or heat treating or have more than 50 bargaining unit employees working.

The position will be filled as follows:

- 1. Selection & Term Criteria
- a) As per 14.07, USW selects its OH & S committee member representation.
- b) The OH&S Union committee members select a USW candidate from the interested/qualified individuals within the OH & S committee. USW members outside of the OH & S committee are not eligible.
- c) The position term is 12 months. This term can be extended upon mutual agreement of the joint OH&S committee.
- d) When an employee is selected to the Safety Representative, that employee shall accumulate is their seniority in the job they previously held. In the event that he/she is relieved of or relinquishes his/ her position prior to completing 480 hours worked at that position, they shall have the right to return to their previously held job with no loss of seniority. After that time, the position he or she vacated shall become a permanent vacancy and will be subject to the job posting provisions of 12.06 (a).

When the employee relinquishes or is relieved of their duties after 480 hours worked in the position, the employee may exercise their bumping rights as per Clause 12.09.

 At any time should the OH&S Union Committee members decide that the current Health, Safety & Environmental Representative is no longer working in the interest of maintaining plant Health and Safety they shall inform the Company of the need to replace the incumbent. The incumbent will then be replaced within thirty (30) days of notification subject to the provisions of Clause 14.14. The Union will be permitted to replace the Health, Safety & Environmental Representative no more than twice during the term of the 12 month period. The 12 month period starts over with the new replacement, any additional replacements before 12 months period expires must be approved by the joint OH & S Committee.

# 2. Qualification Criteria:

Note: Evraz will provide training opportunities for the qualifications below within 3 months of appointment to the committee.

- a) Active member of OH & S joint committee for past 12 months.
- Demonstrated attendance of 6 of the last 12 OH & S joint committee meetings, including authorized absences.
- c) Introduction to OH&S Legislation course.
- d) Certified WHMIS trainer or willing to take at first opportunity.
- e) Incident Investigations course
- f) Hazard Recognition course.
- 3. Required Job Functions:
- Weekly housekeeping & Safety Inspection tours completed, documented, and submitted to Safety manager.
- b) Shall study & be familiar with applicable & relevant legislation in order to assist departments on safety issues.
- Assist in preparation of new job safety analysis and revisions.
- d) Assist in preparation of new lock out procedures.
- e) Shall inspect fire extinguisher stations and equipment to ensure present, properly marked,

and in good working order.

- f) Work with on-site medical support provider, to keep all first aid rooms and supplies in good condition and adequately stocked.
- g) Ensure appropriate valves, switches, disconnects, etc are properly marked.
- h) Daily attendance of Tool box talks.
- Participate as an impartial safety representative in root cause analysis in all incident/accident investigations.
- j) Counsel fellow employees observed doing unsafe acts.
- Weekly report summarizing work activity & log for past week.
- Follow up on any items or concerns raised at safety meetings.
- m) Lead and take part in new employee & contractor site orientations.

#### 4. Job Class:

The Health, Safety & Environmental Representative will receive the rate of their bid job, ticketed trade rate (Maintenance only), or Job class 23, whichever is greater.

## 5. Supervisor:

Division/Site Safety Manager

## Clause 14.15 WCB Appeals

(a) The Company agrees that an employee whose workers compensation claim is being contested, and who is receiving no other remuneration, may apply for Weekly Indemnity benefits and where qualified shall be entitled to WI benefits for the period of disability up to the maximum allowed under the WI Plan. If the employee's WCB claim succeeds they will repay to the Company any remuneration they received from the Company during any period for which they also received WCB compensation. The Company shall inform the Union in writing if the Weekly Indemnity claim is denied. (b) Should the Company request a meeting with an employee to discuss their claim with the Worker's Compensation Board, they will be entitled to a Union representative upon request, with preference given to members of the Union WCB Committee if it can be arranged.

## Clause 14.16 Working Alone

Employees required to work alone shall do so as defined in Alberta OH&S Legislation.

The Company in cooperation with the JHSE Committee will assess the workplace to identify positions or locations where employees are required to work alone as defined by law and take preventative measures that eliminate the risks associated with working alone.

## Clause 14.17 Joint Health, Safety and Environment

The function, duties and responsibilities of the joint Health, Safety and Environment Committee are referred to in the document named "Calgary Joint Health, Safety and Environment Committee" Terms of Reference signed and dated November19, 2021.

The document "Calgary Joint Health, Safety and Environment Committee" Terms of Reference is recognized as part of the collective agreement.

## Article 15 - Wages and Premiums

#### Clause 15.01

- (a) Effective July 31, 2024, the total accumulated COLA calculated and currently in effect after the adjustment of July 2024 compared to April 2024, shall be added to the Standard Hourly Wage Scale and shall thereafter be part of the base rate.
- (b) Effective August 1, 2020 COLA retroactive\*

Effective August 1, 2021 there will be a 1.5% increase to base rate + COLA retrocative\*.

Effective August 1, 2022 there will be a 3% increase to base rate + COLA\*.

Effective August 1, 2023 there will be a 3% increase to base rate + COLA\*.

\*COLA pay calculations as per the Letter of Understanding

- (c) Any employee hired after ratification date will be paid in accordance with the following schedule:
  - 0 to 2080 hours worked 80% of job class held
  - 2081 to 4160 hours worked 90% of job class held
  - Over 4160 hours worked 100% of job class held

This excludes skilled trade workers.

(d) Effective August 1, 2020 the following Maintenance trades classifications will be paid the base rates shown below:

Position	Rate - 2020	Rate - 2021	Rate - 2022	Rate - 2023
Machinist	43.717	44.373	45.704	47.075
Mechanic Heavy Duty	45.933	46.622	48.021	49.461
Millwright	43.931	44.590	45.928	47.305
Welder	41.617	42.241	43.508	44.814
Electrician	46.162	46.854	48.260	49.708
Electronic Technician	50.305	51.060	52.591	54.169
Instrument Man	49.136	49.873	51.369	52.910
Electrical Engineering Technologist	50.305	51.060	52.591	54.169
Mill Technologist	50.305	51.060	52.591	54.169

#### Clause 15.02 Shift Premiums

(a) A shift premium of forty (40) cents additional to the standard hourly rate shall be paid to each employee for hours worked during an afternoon shift and seventy (70) cents for hours worked during a night shift.

## (b) Twelve (12) Hour Shift Schedules Night shift premiums for 12 hour shifts = seventy (70) cents per hour.

#### Clause 15.03 Sunday Premium

A Sunday premium of one dollar and twenty- five cents (\$1.25) additional to the regular straight time hourly rate shall be paid each employee for all straight time hours worked during the twenty-four (24) hour period beginning 8:00 am. Sunday or the shift time starting closest thereto.

#### Clause 15.04 Reporting Allowance

If the work for which the employee was scheduled to report is not available, or if there is no substitute work for them which is within their reasonable capacity to perform, and which is not of such nature as to involve material change in the employee's working conditions, they shall be paid nevertheless for four (4) hours of work. The rate of pay shall be the Standard Hourly Rate and any shift premium or outof-line differential that applied. If they refuse such substitute work, they shall not get the four (4) hours reporting pay. If the work for which the employee was scheduled would have been paid for at overtime rates, they shall receive four (4) hours reporting pay at the applicable overtime rate, The Company shall not be liable for reporting pay if it has notified the employee not to report for work at least four (4) hours in advance of their scheduled reporting time, or if the failure to provide work is caused through a natural disaster or power disruption.

If an employee is told not to report to work for his regular shift, the employee will consider that shift cancelled and if he/she is called to work before his next regular shift, he/she will be paid two (2) times his hourly rate.

Job Class	Rate
1	32.176
2	32.445
3	32.705
4	33.006
5	33.318
6	33.630
7	33.942
8	34.255
9	34.567
10	34.879
11	35.191
12	35.503
13	35.815
14	36.127
15	36.439
16	36.752
17	37.064
18	37.376
19	37.688
20	38.000
21	38.312
22	38.624
23	38.936
24	39.249
25	39.561
26	39.873
27	40.185
28	40.497
29	40.809
30	41.121
31	41.433

Job Class	Rate
1	32.658
2	32.932
3	33.195
4	33.502
5	33.818
6	34.134
7	34.451
8	34.769
9	35.085
10	35.402
11	35.719
12	36.036
13	36.353
14	36.669
15	36.986
16	37.303
17	37.620
18	37.936
19	38.253
20	38.570
21	38.887
22	39.203
23	39.520
24	39.838
25	40.154
26	40.471
27	40.787
28	41.104
29	41.421
30	41.738
31	42.054

Job Class	Rate
1	33.638
2	33.920
3	34.191
4	34.507
5	34.832
6	35.158
7	35.485
8	35.812
9	36.138
10	36.464
11	36.791
12	37.117
13	37.443
14	37.769
15	38.096
16	38.422
17	38.748
18	39.074
19	39.401
20	39.727
21	40.053
22	40.380
23	40.706
24	41.033
25	41.359
26	41.685
27	42.011
28	42.337
29	42.663
30	42.990
31	43.316

Job Class	Rate
1	34.647
2	34.938
3	35.217
4	35.542
5	35.877
6	36.213
7	36.549
8	36.886
9	37.222
10	37.558
11	37.894
12	38.230
13	38.566
14	38.902
15	39.239
16	39.575
17	39.911
18	40.247
19	40.583
20	40.919
21	41.255
22	41.591
23	41.927
24	42.264
25	42.600
26	42.936
27	43.271
28	43.607
29	43.943
30	44.279
31	44.615

## Clause 15.05 Call-Out Pay

An employee who is recalled to work prior to the start of their regular shift shall be paid double their regular straight time hourly rate for all hours worked on recall up to the starting time of their scheduled shift. If an employee's regular shift does not commence immediately following completion of the overtime period, they shall receive a minimum of four (4) hours pay at regular straight time rates.

# Clause 15.06 Profit Sharing

Modifications to this article were made in accordance with the Memorandum of Understanding dated April 9, 2019 between USW Locals 5890, 6673 and EVRAZ INC NA. A copy of this Memorandum will be included in the back of the renewal collective agreement dated 8-1-20.

Effective January 1, 1991, a profit sharing plan shall be instituted that will be paid quarterly, according to the following formula:

- a) Five (5) percent of quarterly profit after tax and after subtracting dividends, but before extraordinary items,
- b) Divided by Total Average Employment of Evraz (Canada) and excluding General Scrap for the quarter,
- c) Divided by 520 hours,
- d) Multiplied by: straight time hours worked plus vacation hours taken and statutory holiday hours.

Payments shall be cash payments and shall be made into either the employee's GRS money market account DPSP up to the maximums allowed for under the Income Tax Act (ITA), EPSP or RRSP, as is currently provided for, or, subject to making the appropriate request in writing, will be paid as a cash payment directly to the employee less the necessary withholding taxes into the employee's bank account. The option once requested and processed, can be changed by the employee only once per year.

If the employee has their money deposited into the trust account they may withdraw from their account any amount up to four (4) times annually, or at any time while on lay-off or during a strike. The employee will also be eligible to withdraw any remaining balance upon retirement or termination.

For the purposes of this profit sharing, the Company shall mean EVRAZ Inc. NA Canada, which owns and operates the Regina SK, Calgary AB, Camrose AB, and Red Deer AB facilities.

The parties further agree that the profits of the Company, shall be calculated using International Financial Reporting Standards (IFRS), and calculated after tax and after subtracting dividends, but before extraordinary items, any impact resulting from the purchase of the Company by Evraz Group S.A. The Parties also agree that when using International Financial Reporting Standards (IFRS) to prepare and report the statements for Evraz North America, including Evraz Inc. NA Canada, the resulting difference in pension expense calculated in accordance with US GAAP and IFRS would be added back to eligible profits as defined in this article for the purpose of calculating the profit sharing payments under this Article.

It is further understood for the purposes of determining profit from the Company operations, all transactions and other dealings between any operations, including related companies, shall be conducted at arm's length.

Profit Sharing Plan payments shall be based on the Company's results as reported by EVRAZ Inc. NA as defined above in this Article. When the annual audit of the Company's financial statements is completed at year end, the Company shall provide the Union with a copy of the audited consolidated statement of income for EVRAZ Inc.

NA Canada. Such statement will be made available within fifteen (15) days after the Company has received the audited statement.

The parties also agreed that the independent auditor that performed the Company's year-end audit, after the annual audit of the Evraz North America financial statements is completed at year end, will be used to confirm that the appropriate difference in pension expense amount, as described above in this Article, was properly added back to eligible profits as defined in this article and that the calculation of the Company's profits for the profit sharing purposes was completed in accordance with the requirements of this Article. The final payment of each year, if one is made, will be based on the audited income statement of the Company and audited review of the Schedule of the Company's annual profits for the profit sharing calculation, and will reconcile, if necessary, any payments made for the three (3) earlier quarters of that year.

If the Union so requests, the Company shall share equally with the Union the cost for the independent auditor that performed its year-end audit to verify the calculations of any Profit Sharing Plan payments, including the calculation of profit from EVRAZ Inc. NA Canada.

#### Clause 15.07 Severance Adjustment Allowance

The Severance Adjustment Allowance shall be equal in total to 80 hours pay including (C.O.L.A) times years of service. This shall be paid in 48 monthly installments until the terminated person's individual amount is exhausted. Alternatively, an employee affected by a plant closure may elect to receive a lump sum payment equal to 80 hours pay (including C.O.L.A.) times years of service.

To be eligible, the person must have been actively employed by the Company for five years and hold status on the Plant seniority list. To receive a benefit, the person must have been on layoff for two (2) continuous years or have been permanently laid off as a result of a plant shutdown. The person must apply in writing and expressly give up all recall rights.

The Severance Adjustment Allowance to be funded through the continuation of the Book Account established for such purposes in the Agreement dated August 1, 1987 to July 31, 1990, and the Company shall continue to accrue \$0.10 per hour in accordance with those provisions.

Should the account ever fail to have sufficient funds to meet the monthly payments, the Company shall advance the necessary amount to cover that month's expense and recoup such advance from future accruals.

Any employee accepting participation in the Severance Adjustment Allowance shall waive all rights past, present and future against the Company as a result of his employment and or severance from the Company.

#### Clause 15.08 Incentives

Should the company desire to install incentives to cover any jobs the following shall govern:

- The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives: and
- b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

# ARTICLE 16 Job Evaluation Committee

1. A Job Evaluation Committee shall be established and will be responsible for determining job classes in the event that the Company chooses to modify duties of an existing position or create a new position.

- The Committee will consist of three (3) members from the Union and three (3) members from the Company.
- When it is necessary for the Job Evaluation Committee to meet to carry out its duties, the Union members of the Committee shall be provided leaves as outlined in Clause 13.10.
- 4. The Job Evaluation Committee will meet within thirty days should there be a modification to an existing position or a new position is created. During the meeting, the Company will provide the Committee a written description of how it intends to modify an existing job or a complete description of a proposed new job. The description shall include:
  - The requirements of such new or modified job in the areas of physical demand, training, skill, responsibility, and working environment;
  - b) The Company's view as to how these requirements compare to the requirements of existing jobs at the plant; and
  - c) Based on paragraphs (a) and (b) above, at what rate the Company proposes for the position.
- The Job Evaluation Committee shall be provided with any additional information requested in connection with its assessment of the new or modified job.
- 6. In the event that a position is evaluated at a higher rate of pay, employees in that position shall receive back pay retroactive to the date the job was modified or the introduction of the new position.
- If the parties cannot agree on a job class, either party can advance to an Expedited Arbitrator to make a binding non-precedent setting decision. A revised proposal from each party will be submitted to the Arbitrator. It is incumbent on both parties to explain their proposal to the Arbitrator.

The parties agree that M.Norrie will be the sole Expedited Arbitrator for the Job Evaluation Process.

8. The Arbitrator shall base their decision on the requirements of the new or modified job and how those requirements compare to the requirements for the existing jobs at the plant covered under this agreement. The Arbitrator must pick one of the two proposals. Compromise decisions will not be allowed.

# ARTICLE 17 BENEFITS

## Clause 17.01 Insurance

The Company agrees to pay the full cost of the Group Life Insurance covering employees in the amount of fifty thousand (\$50,000.00) dollars per person on Group Life and fifty thousand (\$50,000.00) dollars on Accidental Death and Dismemberment. The Company also agrees to pay the full cost of Group Life insurance in the amount of five thousand (\$5,000.00) dollars to retired employees.

## Clause 17.02 Weekly Indemnity

The Company agrees to pay the full cost of Sick Indemnity Insurance Plan covering all employees who have worked more than thirty (30) days in the amount as follows:

70% of Job Class 04 (as at August 1, 2020) (including C.O.L.A) (\$ 924.16 per week) for a period of twenty-six (26) weeks payable on the first day for non-occupational accident, treatment or sickness which requires hospitalization including day surgery at a hospital or clinic on an out-patient basis utilizing a general anesthetic or an epidural block as an immobilizing measure or on the fourth day of sickness which does not require hospitalization. This benefit will be taxed at source.

## Clause 17.03 Dental Plan

The Company agrees to pay the premiums for a dental plan for all employees who have completed one month service. Benefits of the plan shall be as set out in the carrier's policy. Copies will be provided to the Union.

Plan benefits will not be in excess of the minimum fee specified in the current Provincial Dental Fee Schedule.

- (a) The plan will provide for fifty (50%) percent of all orthodontic work to a one thousand eight hundred (\$1,800.00) dollars annual maximum, and a lifetime maximum of three thousand six hundred (\$3600.00) dollars per person.
- (b) The plan will provide for one hundred (100%) percent of all Basic Services and for seventy-five (75%) percent of all Major Services up to an annual maximum of five thousand (\$5,000.00) per person. Benefits of the plan shall be as set out in the Carrier's policy. Plan benefits will not be in excess of the minimum fee specified in the current Provincial Dental Fee Schedule. This will include oral (conscious) sedation and anesthetics.

## Clause 17.04 Pension

The Company and Union agree to modify the pension plan in effect during the prior Agreement and provide pensions in accordance with the provisions of a Letter of Understanding.

## Vested Pension

In the event of a complete plant closure during any period where a pension "window" is in effect, an employee who is terminated and qualifies for a vested pension, shall have their vested benefit determined under the applicable window level in effect at the time of his termination. In the event of the permanent closure of a production line, an employee who is laid off and qualifies for a vested pension, who relinquishes recall rights as a result thereof, shall have his vested benefit determined under the applicable window level in effect at the time of his termination.

## Clause 17.05 Bereavement Pay

(a) In the case of death in the immediate family of an employee, the Company shall grant an employee a leave of absence at straight time pay based on the number of regular working hours of their current shift schedule for such absence.

The maximum number of shifts granted shall be set out as follows:

Up to five shifts for wife, husband, and mother, father, brother, sister and children.

Up to three shifts for grandparents, mother-in-law, father-in-law and grandchildren.

Up to one shift for brother-in-law, sister-in-law, and grandparents-in-law.

Any such leave of absence must be arranged with the employee's foreman, if possible, or another company representative. Upon mutual agreement, bereavement leave may be taken at a time other than the time of death. No such requests shall be unreasonably denied. The provisions of this article do not apply if at the time of bereavement the employee is absent from work due to leave of absence, etc. short-term, long-term disability, WCB or a leave of absence exceeding 30 days (not including union leave).

## Article 17.06 Supplementary Unemployment Benefit

Modifications to this article were made in accordance with the Letter of Understanding dated April 9, 2019 between USW Locals 5890, 6673 and EVRAZ INC NA. A copy of this Letter of Understanding will be included in the back of the renewal collective agreement dated 8-1-20.

The Company agrees to fund and administer a joint Supplementary Unemployment Benefit (S.U.B.) plan in accordance with the Agreement dated June 11, 1997 between IPSCO INC, and USW Locals 5890, 5458, and 6034 establishing the Supplementary Unemployment Benefit Plan as amended by this article in both the Regina and Calgary Collective Agreements. This agreement will be incorporated by reference as a part of this Article in both Collective Agreements. Under this plan the Company will pay ten (10) cents an hour per employee on all straight time hours worked into a S.U.B. fund. In the case of lay-offs, eligible employees will receive \$110.00 per week from this fund provided the employee has at least 18 months of service with the Company and accrued credited points. . The Company will establish a line of credit up to a maximum of \$500,000 to be drawn on by the S.U.B. Fund on an "as required" basis in order to maintain a benefit level of one hundred and ten dollars (\$110) per week. Any draw down of the \$500,000 line of credit will be reimbursed through future contributions.

#### Clause 17.07 Alberta Health Care Coverage

- (a) The Company agrees to pay one hundred percent (100%) of the premiums for Alberta Health Care Insurance Commission coverage.
- (b) The Company agrees to pay the full premium costs of major medical health care benefits as negotiated and as outlined in the Employee Benefits Booklet.
- (c) The Company will provide to the Union copies of all "Benefit Plan Master Documents" once during the term of agreement unless there is a change of Insurance Provider.

## Clause 17.08 Coverage After Lay Off

Should any employee be laid off, their benefits will be maintained by the Company to the end of the calendar month in which they are laid off. In addition, coverage will be maintained for a further three (3) month period. After the three month period, the employee may by arrangement with the Human Resources department, continue their benefits for three (3) months or six (6) months provided the premium payments are made by the employee.

Should any employee terminate their employment, their benefits will be paid for the balance of the Calendar month in which the employee terminated.

Should any employee be on a leave of absence exceeding 30 calendar days, their benefits will be paid for the balance of the month that the leave commenced.

Employees on leave of absence may, by arrangement with the Human Resources department, continue their benefits up to a maximum six (6) months provided the benefit premium is made by the employee.

For this purpose, benefits will include Life Insurance, Accidental Death & Dismemberment coverage major medical and dental benefits.

The Company agrees to provide updated group benefit insurance premiums every year to be effective on or after August 1st.

## Clause 17.09 Health Spending Account

The Employer established an individual health spending account on March 31, 2012. For all employees active on the seniority list who have completed at least 750 hours of work in the previous calendar year, the Employer will contribute \$100

to the employees individual Health Spending Account by January 1 of each calendar year. Canada Revenue Agency rules governing Health Spending Accounts will apply. The parties agree that this will satisfy the Company's obligation regarding El rebates.

Employees who have worked 750 hours or more in the prior calendar year qualify for an HSA in the amount of \$100. The HSA funds are available for expenses not covered under your other benefit plans and, if applicable, your spouse's group benefits plans. Eligible expenses include any item or service allowed under the Income Tax Act (Canada) as an eligible medical expense.

According to the Income Tax Act, proper receipts must support all amounts claimed as qualifying medical expenses. A receipt should include the purpose of the payment, the date of the payment, the patient for whom the payment was made and, if applicable, the dentist, pharmacist, nurse or other health practitioners who prescribed the purchase or gave the eligible service.

If in the current year, your annual claims against your HSA do not exceed \$100, the leftover balance is carried over into the next plan year. If the leftover balance is not used by the end of the next plan year, the remaining amount is forfeited.

If you are laid off, the HSA portion continues until the earlier of you having spent the funds or the CRA prescribed time limit as described above.

#### Clause 17.10 Interpersonal/Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that have an impact on their work life and that may require accommodation from the Employer.
- (b) The employee experiencing interpersonal or domestic violence shall be entitled to ten (10) days leave

comprised of five (5) days paid leave (8 hours) per day and five (5) days unpaid leave per year for attendance at medical appointments, legal proceedings and any other necessary support activities. This leave is inclusive of any entitlements to paid or unpaid statutory interpersonal or domestic violence leave under provincial employment standards legislation and may be taken as consecutive or single days or fraction of a day without prior approval.

- (c) The employee and Employer will only disclose relevant information on a need-to-know basis to protect confidentiality while ensuring workplace safety
- (d) When the occasion arises, the Employer, jointly with the Health and Safety committee will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns.
- (e) Seniority Employees on maternity, paternity, adoption, or compassionate care leave shall continue to accrue seniority.
- (f) Return to Work

Upon completion of the leave, the employee will be placed into their original line of progression or bid job in accordance with their seniority or the collective agreement

#### Clause 17.11 Vision Plan

The Company agrees to pay the premiums for a vision plan for all employees who have completed one month of service. Benefits of the plan shall be as set out in the carrier's policy.

(a) The plan will provide eye examinations for dependent children under the age of 18 once every twelve (12) months to a maximum of \$350. The plan will provide eye examinations for all others covered under this plan once every twenty-four (24) months to a maximum of \$350.

- (b) The plan will provide \$350 every twenty-four (24) months for the purpose of glasses, contact lenses, and laser eye surgery.
- (c) The plan will provide \$350 every twenty-four (24) months for the purpose of contact lenses for special conditions.
- (d) The plan will provide \$100 every twenty-four (24) months for the purpose of replacement lenses.

# ARTICLE 18 GENERAL PROVISIONS

## Clause 18.01

Articles and sections of this Agreement may be altered, deleted or new articles and sections added, from time to time during the duration of this Contract, if mutually agreed to in writing by the Company and the Union, and such alterations, deletions, or new articles and sections shall be binding on both parties for the duration of the Agreement.

## Clause 18.02 Established Practice

Any rights and privileges enjoyed by either party shall be continued and no change shall be put into effect unless mutually agreed to by the Company and the Union. This clause shall not take precedence over any of the provisions of this Agreement.

## Clause 18.03 Technological Change

It is recognized that in order to remain competitive in the steel industry, the Company will be required, as circumstances dictate, to keep abreast of technological developments.

In the event that the Company introduces changes by way of automation or mechanization in its operation; the result of which is to reduce the classified rate of an employee, it is agreed that:

- (a) Employees with five (5) or more years of Company seniority who are demoted to a lower classified job will have their rate retained for a period of one (1) year.
- (b) Both parties agree that such retraining as may be required for a demoted employee will be on the job training, in the normal manner through the exercise of their seniority rights.
- (c) Employees with five (5) or more years of Company seniority who are permanently laid off as a result of such automation or mechanization will receive one (1) week's pay for each full year of service up to a maximum of ten (10) weeks' pay.
- (d) The above shall not apply in cases of temporary layoff, or in cases where market conditions produce obsolescence or other factors beyond the Company's control may dictate layoffs.

## Clause 18.04 Copies of Agreement

The Company and the Union desire every employee to be familiar with the positions of this Agreement and their rights and duties under it. For this reason, the Company will have the agreement printed in booklet form.

The parties agree to complete the proofing process of the new collective agreement within ninety (90) days of the ratification of the Collective Agreement. The printing of the booklet will be complete within ninety (90) days of the proofing being completed. Each employee will be provided with a copy of the printed booklet and the Union shall be provided with sufficient copies for the office.

## Clause 18.05 Bulletin Boards

The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. Bulletin Boards shall be located in the Casing Mill Lunchroom, Tube Plant and the Heat Treat Lunch room.

#### Clause 18.06 Humanities Fund

The Company and the Union agree that the one (\$.01) cent contribution to the United Steelworkers Humanities Fund will continue to be remitted by the Company. The basis for this remittance is the Letter of Understanding dated August 14. 1987. That is, the one (1) cent is derived from a deduction from the then existing one dollar and nineteen cents (\$1.19) C.O.L.A. Float. This deduction is to be remitted to the United Steelworkers Humanities Fund as advised by the Union. It is further agreed that an additional one (\$.01) cent per hour for a total of two (\$.02) cents will be contributed to the United Steelworkers Humanities Fund by the Company. This additional one (\$.01) cent will be derived from the deduction from the October 2011 C.O.L.A. payment. If the October 2011 C.O.L.A payment is less than one (\$.01) cent then the payment will be deducted when the C.O.L.A. amount is greater than zero.

## Clause 18.07 Video Recordings

In making any video or audio recording in the workplace that may record the actions or statements of employees, the Company agrees that it will comply with the collective agreement and any applicable federal and provincial legislation including human rights.

## Clause 19 - Duration of Agreement

This Agreement shall become effective as of August 1, 2020 and shall remain in effect until and including July 31, 2024.

Signed on this 4th day of March 2022

For the Company n DeMarco Joh Jorga Saqu Ken Wilson

For the Union

erette

Keith Turcotte Patrick Veinot

Stacy Hanley

lad

Marym El Kadri

Mike Cantley

Bryan Ross

# APPENDIX "A"

# Departments and Classifications: JOB CLASS

Mill * ** **	Line Mill Operator Assistant Mill Operator Salvage Crop Saw Operator Straightener - Washout Operator	18 10 9 6
Fini:	shing CF Operator 1 (Threader 1/Bucker , Threader 2) CF Operator 2 (No. 1 Beveler, No. 2 Beveler, Hydr Nip/Pro Applicator (Nipple & Protector applicator)	16 9 ro, Scaleman) 5
Hea	it Treat	10
*	Hot Operator Hot Operator Helper Heat Treat Helper	16 9 5
Insp *	Dection <b>(refer to LOU)</b> Tubing – UT Casing – UT Heat Treat – UT/MPI Heat Treat – MFL Heat Treat MPI Visual Inspection	13 12 11 11 9 9
Mai	ntenance Electronic Technician Electrician Machinist Welder Millwright Apprentices	25 23 23 23 23 23 As per Apprenticeship LOA

**	Maintenance Helper Electrical Engineering	6
	Technologist	25
Tube	Plant	
	Operator 1	11
	Operator 2	9
Othe	ər	
**	Yard Equipment Operator	10
**	Trackmobile Operator	9
**	Crane Operator	10
**	Forklift Operator (Articulating)	9
**	Small Forklift	7
**	Railcar Coordinator	10
**	Material Handler Railcar (2)	4
*	Tallyman	6
*	Internal Grinder	5
*	Salvage Operator	5
	Material Handler	4
**	Roll Assemblyman	14
**	Stores Counterman	10

- \* Unskilled Bid Position either outside a line of progression or below the displacement line.
- \*\* Skilled Bid Position either outside a line of progression or above the displacement line.

Employees who hold a permanent bid as a Yard Equipment Operator will be permitted in seniority order to select a preference of what departments/areas they want to be scheduled as a Yard Equipment Operator. However, the Company maintains the right of assignment to schedule such employees at any department/area regardless of preference during shifts and weekly schedules based on operating requirements and report offs.

## LINES OF PROGRESSION

Lines of Progression	Classification	Job Class
Mill Line	Mill Operator	18
	Assistant Mill Operator	10
Casing Finishing	<b>CF Operator 1</b> #1 Threader #2 Threader	16
	<b>CF Operator 2</b> #1 Beveler #2 Beveler Hydro Scaleman	9
	Nip/Pro Applicator Nipple Applicator Protector Applicator	5
Heat Treat	Hot Operator	16
	Hot Operator Helper	9
	Heat Treat Helper	5
Inspection	Tubing – UT	13
	Casing – UT	12
	Heat Treat – UT/MPI	11
	Heat Treat – MFL	11
	Heat Treat MPI	9
	Visual Inspection	9
Tube Plant	Operator 1	11
	Operator 2	9
Mechanical	Millwright Apprentice	23

Electrical	Electrician Apprentice	23
Welding	Welder Apprentice	23
Machine Shop	Machinist Apprentice	23
	Maintenance rates as per article	15

\_\_\_\_\_ = Displacement Line

"B
APPENDIX

# **REGULAR SHIFT SCHEDULES**

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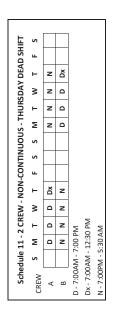
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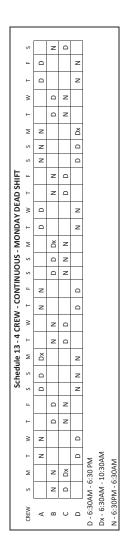
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### APPENDIX "C"

### RULES OF PROCEDURE FOR EXPEDITED ARBITRATION

PREAMBLE: In accordance with Clause 7.06, from time to time issues will arise between the parties that require the timely assistance of an Arbitrator to resolve via the expedited arbitration procedure that follows. It is understood that the primary purpose of an expedited arbitration procedure is to provide quick non-precedent setting resolution to grievances referred by mutual agreement by the parties.

- 1. The Expedited Arbitration Procedure will provide a quick, inexpensive, effective and informal alternative to the regular arbitration procedure.
- The focus of the Expedited Arbitration Procedure will be to provide a quick decision that resolves the grievance referred but does not establish a precedent that binds the parties.
- 3. The parties have agreed to establish a panel of expedited arbitrators as follows:

M.Norrie J.Moreau

Each Arbitrator will agree to hear grievances referred by the parties as a sole arbitrator, within 28 days of accepting the referral and render a written decision within 48 hours of concluding a hearing.

If an Arbitrator is unable to continue to act as an expedited arbitrator, a new member will be appointed to the panel by mutual agreement between the parties.

4. When the first grievance is referred to the Expedited Arbitration Procedure, the Arbitrators will be canvassed with regard to availability in rotation commencing with the first Arbitrator on the list, progressing down the list until an Arbitrator from the last agrees to hear the matter. Subsequent referrals will initiate a canvass commencing with the next Arbitrator on the list below the Arbitrator who accepted the last referral.

- 5. Liaison with the Expedited Arbitration Panel:
  - (a) General problems or concerns relating to the Expedited Arbitration Procedure will be discussed by the parties at the direction of:
    - The USW Staff Representative
    - Director of Human Resources, Canadian
       Operations
- 6. Referral of Grievances to the Expedited Arbitration Procedure:
  - (a) Once the parties agree to refer a grievance to the Expedited Arbitration Procedure a representative of the Human Resources Department will canvas the arbitration panel to determine an available arbitrator. The first available arbitrator will be assigned the grievance or grievances referred, agreeing to hold the hearing within twenty-eight (28) days and render a decision within forty-eight (48) hours of concluding the hearing.
  - (b) The Expedited Arbitrator assigned will be provided with a copy of the grievance or grievances referred, a copy of the relevant Collective Bargaining Agreement and contact information for the parties.
  - (c) After agreeing to hear a grievance or grievances under the Expedited Arbitration Procedure, the Arbitrator will contact the officials of the Company and the Local Union to determine the date, time and place, off Company premises, for a hearing.
  - (d) The Arbitrator will not be assigned more than four cases per hearing day and shall not be requested to conduct more than two consecutive days of hearings.

- 7. Conduct of an Expedited Arbitration Hearing:
  - (a) The Expedited Arbitration Procedure will proceed via an agreed statement of facts and a statement of facts in dispute.
  - (b) Witnesses may be called to provide evidence. All witnesses will be sworn and subject to cross examination
  - (c) Arbitration citations will be limited to non-expedited arbitration decisions in which the Company and Union are parties, which are on point, related to the facts in dispute and are essential to the proper determination of the case.
  - (d) Both written and oral argument may be presented.
- Decisions: The Arbitrator may exercise discretion to render an oral decision at the hearing followed by a written decision with 48 hours or may adjourn the hearing to consider the evidence and issue a written decision within 48 hours.
  - (a) Decisions shall contain a brief statement of facts and contractual reliance on which the arbitrator will have based their findings and decision.
  - (b) Each decision shall be limited to five (5) pages typed on 8.5" x 11" letter size paper and shall contain a heading identifying:
    - (i) Expedited Arbitration.
    - (ii) Name Plant Location.
    - (iii) USW Local Union number involved.
    - (iv) Grievance number.
    - (v) Date of hearing.
    - (vi) Signature and typed name of Arbitrator.
  - (c) Decisions shall be mailed to the designated parties not later than 48 hours after the close of the hearing (excluding Saturdays, Sundays, and holidays). In

no case will decisions be given or sent to only one of the parties. Decisions shall be mailed to all the parties at the same time.

- (d) It shall be the responsibility of each of the local parties' representatives, accountable for the presentation, to give the arbitrator the names of those to whom a copy of the decision is to be mailed.
- 9. Fees Paid to Expedited Arbitrators and Expenses:
  - (a) The arbitrator shall be paid on the basis of per hearing day which shall include their written decision on cases heard in such hearing day. A normal hearing day shall be from 9:30a.m. to 12:30p.m. and 1:30 p.m. and 4:30 p.m.
  - (b) Fee Schedule for Hearings: Fees will be mutually agreed by the parties.
  - (c) Expenses
    - Travel expenses shall be paid when the hearing is scheduled away from their normal base of doing business.
    - (ii) If an overnight stay is required in some unusual circumstances, the arbitrator shall be paid for overnight lodging and meals.
  - (d) The Arbitrator shall bill each of the local parties for one-half of the total fees and expenses. Prior to the hearing, the Local Union and Local Management will give the arbitrator the name, position and address of their designated representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure that they have such information prior to the close of the hearing.

### APPENDIX "D" MEMORANDUM OF AGREEMENT

### 1. RE: PENSION AGREEMENTS COVERING P & M EMPLOYEES IN LOCALS 5890 AND 6673

The Company shall have the unilateral right to name the actuary for the plan. The actuary shall have the responsibility to establish the fund position and set the parameters by which the funding levels and contribution rate will be set. The parties recognize that the Company will have complete responsibility for making the contributions and determining at what rate to contribute. The Company agrees to do this in accordance with the determination made by the appointed actuary in accordance with the requirements set by the Superintendent of Pensions for the applicable Province.

The Company shall have the right to take full advantage of the most favourable assumptions allowed to determine when and if to make contributions. The parties recognize that this will from time to time result in "contribution holidays". In addition, investment managers appointed to handle the fund will be expected to prudently invest the fund's assets in a manner that delivers investment returns consistent with their investment mandate, without taking undue risk.

The parties further recognize that the Company cannot unilaterally take monies out of the Trust Fund. The Trustees of the Plan shall include three (3) from the Company and two (2) from the local 5890 and one (1) from local 6673. Any issue concerning investment into Evraz by the Pension trust will continue to be determined by the majority of the Trustees in accordance with the standards set by the applicable Provincial Superintendent of Pensions.

The Company hereby agrees that in the unlikely event that it files for bankruptcy during the term of this agreement, it will direct the actuary to determine the status of the pension trust fund prior to the actual filing for bankruptcy. In the event such determination reveals a surplus, it will be first used to insure that all those eligible under the plan receive a pension. In the event of a shortfall the Company will agree to make the fund current.

### RE: PENSION BENEFITS FOR LOCALS 5890 and 6673 EFFECTIVE August 1, 2020

- 1. P & M Employees The Company agrees to provide the following benefits:
  - (a) Effective August 1, 2020, the basic pension for Production and Maintenance employees will be increased to \$68.00 per month per year of service.
  - (b) Effective August 1, 2021, the basic pension for Production and Maintenance employees will be increased to \$69.00 per month per year of service.
  - (c) Effective August 1, 2022, the basic pension for Production and Maintenance employees will be increased to \$70.00 per month per year of service.
  - (d) Effective August 1, 2023, the basic pension for Production and Maintenance employees will be increased to \$71.00 per month per year of service.
  - (e) The plan shall provide for 60% survivor benefits;
  - (f) The pre-retirement survivor benefits will be calculated so as to provide the surviving spouse with 60% of the pensionable amount of death benefits regardless of age;
  - (g) The plan shall provide unreduced basic and supplemental pensions after thirty (30) years of service;
  - (h) Employees may earn a maximum of 35 years of credited service;

- The plan shall provide a minimum disability benefit of \$1,000 per month for all existing and future members.
- Leave of absence for Local Union Business shall be credited to the employee for the purpose of credited service.
- (k) Any pensioner who retires from EVRAZ and who immediately starts drawing their monthly pension will receive a \$1,000 bonus payable on the second January 1 following their date of retirement and then annually on January 1 of each subsequent calendar year

Surviving spouse of the eligible pensioner will receive a \$600.00 bonus on January 1 of each calendar year.

(I) For any employee who has achieved at least ten (10) years of seniority as of December 31, 2020 and who has lost pensionable service, the Company will give such employee additional pension service in accordance with the following schedule for each year of additional pensionable service (or pro-rated for each portion thereof) they earn during the life of the agreement, up to a maximum of one (1) year for each year of employment.

Lost Years Pick Up Factor for Past Years

0 - 4 years 0.5 for one year

4 - 10 years 1.0 for one year

Lost pensionable service calculations will be conducted on an annual basis as of December 31 of the previous year, effective January 1 of the following year, for each year of the agreement.

(m) Employees will continue to accrue pension hours while on WCB.

Company proposes to offer a commuted value (n) payment option for retirement eligible participants in the EVRAZ Inc. NA United Steelworkers Pension Plan ("USW pension plan") members during the duration of this contract, as long as the USW pension plan's solvency ratio is at or above 90% in the most recently filed actuarial valuation report. Employees receiving a disability pension are not eligible to participate in the commuted value option. This provision will expire at the end of this contract. Plan There are no penalties for Members who choose this option; however, they will no longer be considered to be "pensioners" and therefore are not entitled to future retiree bonuses as described in Appendix D.

### 2. RE: PENSION BENEFITS FOR O & T EMPLOYEES EFFECTIVE AUGUST 1, 2020:

- (a) The Office and Technical pension plan text will be amended to provide an addition to the normal retirement benefit calculation of \$18 per year of credited pensionable service plus a \$14 supplement to age 65.
- (b) The plan shall provide for 60% survivor benefits.
- (c) The pre-retirement survivor benefits will be calculated so as to provide the surviving spouse with 60% of the pensionable amount of death benefits regardless of age.
- (d) Any pensioner who retires from EVRAZ and who immediately starts drawing their monthly pension will receive a \$1,000 bonus payable on the second January 1 following their date of retirement and then annually on January 1 of each subsequent calendar year

Surviving spouse of the eligible pensioner will receive a \$600.00 bonus on January 1 of each calendar year.

- (e) Effective January 1, 2009, the O & T pension plan text will be amended such that the member will contribute a total of 1.5% of earnings.
- (f) For any employee who has lost pensionable service, the Company will give such employee additional pension service in accordance with the following schedule for each year of additional pensionable service (or pro-rated for each portion thereof) they earn during the life of the agreement, up to a maximum of one (1) year for each year of employment.

Lost Years	Pick Up Factor for Past Years
0 - 4 years	0.5 for one year
4 - 10 years	1.0 for one year

Lost pensionable service calculations will be conducted on an annual basis as of December 31 of the previous year, effective January 1 of the following year, for each year of the agreement.

(g) Employees will continue to accrue pension hours while on WCB.

### Appendix "E"

# DISCRIMINATION AND HARASSMENT COMPLAINT AND INVESTIGATION PROCEDURE

The Company and the Union in keeping with the provisions of Clause 1.01 will promote a work environment that is free from harassment and discrimination and workplace violence consistent with law and as outlined in Clause 1.01, where all employees are treated with respect and dignity. The current policies referred to in Clause 1.01 are available from the Human Resources Department, local plant management and the local office of United Steelworkers (USW) Local 6673.

It is the responsibility of all persons employed by Evraz to comply fully with the Harassment Policies. Any employee who wishes clarification of a policy or is seeking to have informal discussion is encouraged to approach their immediate Supervisor, the Human Resources Department or a member of the Local Union's Anti-Harassment Committee.

It is the responsibility of every Supervisor to respond immediately to any complaint or inquiry regarding allegations of harassment or discrimination or workplace violence as defined above in this provision so as to ensure that the work environment is free from all forms of harassment and discrimination or workplace violence as defined above in this provision.

The Human Resources Department with the assistance of the Local Union Anti-Harassment Committee will ensure that the Harassment Policies are distributed and explained to all existing and new employees as well as contractors and suppliers.

### All employees are reminded that:

Supervisory action exercised appropriately and in good faith by persons in authority carrying out their duties and

responsibilities on behalf of Evraz does not constitute harassment.

Protection against harassment discrimination or workplace violence as defined above in this provision extends to incidents occurring at or away from the workplace, during or outside working hours provided the acts are committed within the course of the employment relationship.

Nothing in this Appendix prohibits an employee from filing a complaint under the applicable Human Rights legislation in the Province in which they are employed. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint through either the applicable Human Rights Commission, or the process specified in this Appendix. In either event, a complaint of harassment or discrimination shall not form the basis of a grievance.

### Complaint Procedure:

Employees filing a complaint alleging harassment or discrimination or workplace violence as defined above in this provision will follow the procedures set out below:

- The employee will make their objection clearly known to the offender by indicating either verbally or in writing that they are offended by the behavior and that it must stop.
- The employee will prepare and maintain a written record of the dates, approximate times, nature of the unwelcome behavior and witnesses, if any.
- An employee who wishes to pursue a concern arising from an alleged harassment act of discrimination or act of workplace violence as defined above in this provision must submit a complaint in writing within thirty (30) days of the alleged occurrence. Such complaints

may be made to the Local Union Anti-Harassment Coordinator, the immediate Supervisor, the Operations Manager/Superintendent, or to the Human Resources Department. In every case the complaint must be forwarded immediately to the Human Resources Director. All complaints will be immediately investigated by a joint investigation team. All complaints shall be treated in strict confidence by both the Union and the Company.

- 4. The Joint Investigation Team will consist of three members, a Local Union Anti-Harassment Coordinator (who shall not be a Shop Steward or an Executive Officer of the Local Union), a member of the local management team as designated the Operations Manager, and a Manager of Human Resources or their designee. The investigators will be given a copy of the written complaint highlighting the parties involved and the allegations made.
- All parties involved in the alleged incident shall be given written notice within seven (7) days from the date a written complaint has been referred to the Joint Investigation Team so that they are informed that an investigation is underway.
- 6. The Investigators will function as a team and will be treated as equal partners during the investigation procedure. Each will be free to ask questions and take notes. The investigators will encourage a frank dialogue between team members so as to ensure that a full disclosure of the facts is obtained and all questions and issues are fully canvassed.
- An alleged offender shall be interviewed by the Joint Investigating Committee and shall be advised of the particulars of the complaint.
- 8. The Joint Investigation Team shall investigate the

complaint at a time mutually agreed to, and shall submit a written report within fifteen (15) days of the completion of the investigation, setting out an agreed statement of facts and findings. The Director of Industrial Relations – Canada shall within ten (10) days of receipt of the report give such orders as may be necessary to resolve the issue.

- 9. Where a complaint is of such seriousness to be viewed as beyond abilities of the Anti-Harassment Coordinator or where a concern arises regarding bias or a conflict of interest is alleged, a U.S.W. Staff Representative may be appointed as the Union designate to the Joint Investigation Team if requested by the Union or the Company. In such a case the Director of Human resources Canadian Operations or their designee will participate as a member of the investigation team.
- 10. In cases where harassment or workplace violence as defined above in this provision may result in the transfer of an employee, every effort will be made to relocate the aggressor except that the victim may be transferred with his/her written consent.
- 11 If prior to the completion of the investigation employees are transferred to other shifts to address a perceived threat, it shall be done without a loss of earnings to the parties involved.
- 12. Where the Company and the Union are satisfied with the decision of the Director of Industrial Relations Canada, the procedure shall be at an end and not subject to further proceedings or the grievance procedure. Where either Party to the proceeding is not satisfied with the decision, the complaint will, within thirty (30) days, with a copy given to the Union, be put before a mutually agreed upon Adjudicator who specializes in cases of harassment or sexual harassment. Prior to submitting the complaint to an agreed upon adjudicator, the

parties by mutual agreement may utilize mediation to reach an amicable resolution to the complaint. The use of medication will not prevent the submission of the complaint to the adjudicator.

- 13. If allegations of harassment or violence as defined above in this provision are unproven, all information concerning the complaint will be removed from the personnel files of all the employees involved.
- 14. The Adjudicator shall have the authority to:
  - (i) Dismiss the complaint;
  - (ii) Review and determine facts in dispute;
  - Review the appropriate level of discipline to be applied to the offender and, where the discipline is determined to be excessive, make an order to apply a lesser penalty; and
  - (iv) Make further recommendations as in necessary to provide a final and conclusive settlement of the complaint.
- 15. An employee determined to have violated the Harassment or Workplace Violence as defined in the provision policies shall not be entitled to grieve disciplinary action taken by the Company which is consistent with the decision of the Adjudicator.
- 16. Where a complaint is found to be filed with vexatious or malicious intent the employee filing the complaint will be subject to discipline.

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCALS 5890 & 6673

### **RE: EMPLOYEE EMPOWERMENT**

The Company and Locals 5890 and 6673 are committed to a successful operation, founded on principles of respect and tolerance between the Union and the Management of the Company. The parties recognize that the Company and the Union do not always have the same goals, however these different goals do not always conflict. Both the Company and the Union share common objectives relating to achieving the ongoing viability of Evraz and in turn providing greater employment security and improved working life for employees. The parties recognize that change is required in the management, union and involvement of employees in order to achieve these objectives. In this regard, the Company and the Union agree to begin a process of joint decision making dedicated to developing employee empowerment. For the purposes of this letter, employee empowerment is defined as workers having the authority and training to make decisions in workplace matters involving continuing improvements in productivity, unit cost reduction and quality. where:

- the role of supervisors will evolve to a role which emphasizes coaching and coordinating instead of directing;
- b) workers will acquire greater influence and responsibility over day-to-day operations;
- c) the skill content of jobs will be enhanced;
- workers will have the opportunity for flexibility to utilize their skills;

- employee empowerment will encompass the principles of environmental protection, safety and respect for the individual; and
- employee empowerment may evolve to include new job progression and rotation systems and establishment of work groups or self regulated work teams.

### **RE: LOCAL JOINT STEERING COMMITTEES**

- In order to achieve the objectives outlined above, the parties will immediately establish five Local Joint Steering Committees, each made up of two members from the Company and two members from the Union who work in the appropriate area, at the Regina Pipe, Regina Steel, Regina O & T, and Calgary Pipe facilities to jointly direct the development, implementation and maintenance of an employee empowerment process.
- The duties of the Local Joint Steering Committees will include the following:
  - establish, by consensus, guidelines and training requirements specific to employee empowerment;
  - select and approve, by consensus, training programs as well as all consultants, advisors, and instructors retained to assist the development and implementation of employee empowerment;
  - c) approve, by consensus, all proposals for the development of employee empowerment which require modification or clarification relative to the Collective Agreement;
  - d) to approve, by consensus, payment of lost time wages by the Company for Union members for meetings of the Local Joint Steering Committee; and

- e) The Company is to provide for funding an Employee Empowerment Fund at \$30,000 per annum and the carry forward of any unused portion.
- 3) Questions concerning the combination, amalgamation, creation or elimination of jobs arising from employee empowerment and/or other major proposals will be thoroughly discussed at the appropriate Local Joint Steering Committee. If no agreement is reached on these questions then the parties will revert to their rights under the Collective Agreements.
- 4) This Agreement will provide for the carry forward of the \$30,000 unused balance in the Empowerment Fund. At the point in time that this money is expended to the level of \$30,000 the Company will contribute at the level of \$30,000 per annum.

For the Company For the Union DeMarco Keitl lorc Patrick en Wilson Stacv Marym El Kad antlev

Bryan Ross

### LETTER OF AGREEMENT BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCALS 6673 AND 5890

### **RE: VESTED PENSION**

In the event of a complete plant closure during any period where a pension "window" is in effect, an employee who is terminated and qualifies for a vested pension, shall have their vested benefit determined under the applicable window level in effect at the time of his termination. In the event of the permanent closure of a production line, an employee who is laid off and qualifies for a vested pension, who relinquishes recall rights as a result thereof, shall have his vested benefit determined under the applicable window level in effect at the time of his termination.

For the Company John DeMarco Sac Wilson

Marvm<sup>®</sup>El

For the Union Keith Turcotte Patrick Veino Stacy Hanley Cantlev

Brvan Ross

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCALS 5890 and 6673

### **RE: BOOK ACCOUNT**

The Company and the Union agree that for the term of this Collective Agreement, the Company will establish a Book Account of Ten (10) Cents per hour worked by all employees covered by the Agreement.

In the event of a plant closure the account will be jointly administered by the Company and the Union. The monies will be used to alleviate the adverse affect of such closure by working to provide relief through this account such as severance pay, re-training, relocation, etc.

Nothing in this Agreement, however, is to be interpreted to expand the liability of the Company beyond the limit of the amount in the account except as provided for in Clause 15.07.

For the Company For the Union John DeMarco Keitl Patrick Jord Veinč en Wilson Stacv Marym El Kadr antlev

Bryan Ross

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS Local 6673

### **RE: ACCESS TO PERSONNEL FILE**

It is understood that the Human Resources Department maintains a complete record in the form of a personnel file containing documentation about various aspects of an individual's employment with the Company. Employees may gain access to and review the contents of the personnel file that is maintained by the Company relating to their employment in accordance with the following:

- 1. Access to files will only be granted by appointment
- Employees will be granted access during off-duty hours only or during approved lunch breaks so as not to interfere with production.
- 3. Employees may request copies of specific documentation contained in the file.

For the Company DeMarco Jord Vilson

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For the Union

Stacy Hanle

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### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCAL 6673

### **RE: COST OF LIVING ALLOWANCE**

 During the periods August 1, 2020 to July 31, 2024, a C.O.L.A. of one (1) cent per hour for each .063 increase in the CPI (2002 = 100 Base) will be calculated quarterly and adjusted on a quarterly basis as follows:

> October, 2020 compared to July, 2020 January, 2021 compared to October, 2020 April. 2021 compared to January. 2021 July, 2021 compared to April, 2021 October, 2021 compared to July, 2021 January, 2022 compared to October. 2021 April. 2022 compared to January. 2022 July. 2022 compared to April. 2022 October, 2022 compared to July, 2022 January, 2023 compared to October. 2022 April, 2023 compared to January, 2023 July. 2023 compared to April. 2023 October. 2023 compared to July. 2023 January, 2024 compared to October, 2023 April, 2024 compared to January, 2024 July, 2024 compared to April, 2024

2. Effective with the release of the October 2020 Cost of Living statistics, any increase in the Cost of Living Allowance (C.O.L.A) payable as calculated in paragraph 1 above will be added to any Cost of Living Allowance (C.O.L.A) paid in the previous quarter. Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums, or used as a basis for calculation of overtime.

- Effective July 31, 2024 the total accumulated C.O.L.A. calculated and currently in effect after the adjustment of July, 2024 compared to April, 2024 shall be added to the Standard Hourly Wage Scale and shall thereafter be part of the base rate.
- 4. The continuance of the Cost of Living Allowance (C.O.L.A.) will be contingent upon the availability of the relevant monthly statistics Canada Consumer Price Index, and it is agreed that the Company shall use the conversion formula provided by Statistics Canada in the calculation of the 2002 basis as the index of August 1, 2011 (2002=100 base). No adjustment retrospective or otherwise shall be made due to any revision that may be made in the Index by Statistics Canada during the term of this agreement.
- Any decrease in the Cost of Living Allowance (C.O.L.A.) calculated from comparisons of the Consumer Price Indices in any of the quarterly periods shall reduce the net accumulated Cost of Living Allowance (C.O.L.A.) payable under paragraph 1 above, effective at the time specified in paragraph 1.

For the Company For the Union DeMarco Wilson Stacy Ha Marym El Kad Cantlev

Bryan Ross

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCAL 6673

### **RE: JOINT UNION MANAGEMENT COMMITTEE**

This letter provided and opportunity for the parties to discuss openly the process around job posting, training layoff's and recall. Both locals are concerned about recent events at Regina operations as it relates to layoff and recall from layoff.

There have been a variety of grievances filed and settlements of the grievances reached as outlined in the Settlement Agreement signed on August 27, 2021 that were with prejudice to the Tubular Division in the Regina Collective Agreement.

The employer and the union agree to support the principles established in Article 12, in each local's Collective Agreement and we agree that the job opportunity and security shall increase in proportion to length of service. On that basis, the parties agree to form a joint union management committee to work collaboratively to identify concerns and work towards resolutions with training, job posting, layoff and recall from layoff. It is understood that if there are unresolved issues, they may be the subject of grievance.

The Committee will consist of two (2) members from the Local Union and Two (2) members from the Human Resources (HR) or a designate from the affected Department.

For the Company 2 n DeMarco നി Jord ล Ken Wilson

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For the Union :ttr Keith trkcotte Patrick Veino Stacy Hanley Cantley Mike

Bryan Ross

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCAL 6673

### **RE: LINE OF PROGRESSION**

For the purposes of progression and regression from one job to the next in the lines of progression, plant seniority will prevail. There will be no "leap-frogging" as a result of this Agreement.

Existing rules for bumping shall prevail pursuant to 12.08[m] [2].

For the Company John DeMarco Jord en Wilson

Marvm El Kadr

For the Union

Bryan Ross

### Letter of Understanding between EVRAZ Inc. NA and United Steelworkers 6673

### **RE: LINE OF PROGRESSION APPENDIX "A"**

The parties agree to the following modifications to the inspection line of progression. Changes in job classification will become effective February 21, 2022 for the two positions with job class changes (Final Tubing UT, and Final Casing UT). Retro pay will be paid to those employees scheduled in the identified positions from February 21, 2022.

Gene Parker, Bryan Ross, Reinhard Felde and Martin Smith will continue to receive a grandfathered rate of job class 14 for as long as they maintain their bid in the inspection line of progression. The grandfathered rate will be applicable for all hours worked on jobs in the line of progression above the grandfathered line.

Inspection

Final Tubing - UT	14	
Final Casing - UT	13	
Prelim Weldine – UT	12	
Casing End UT/Visual	11	
Heat Treat – MFL	11	Grandfathered line
Heat Treat - MPI	9	Displacement Line
Visual Inspection	9	

UT = Ultrasonic Testing MPI = Magnetic Particle Inspection MFL = Magnetic Flux Leakage

For the Company 2 John DeMarco Jorg ac Ken Wilson

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For the Union nette Keith Furcotte Patrick Veino Stacy Hanley Cantley Mike

Bryan Ross

### LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA And UNITED STEELWORKERS LOCAL 6673

### **RE: LONG TERM CAPITAL INVESTMENT IN CANADA**

The Company and the Union share the common objective of achieving the ongoing economic viability of the Company's Canadian operations. The Company and the Union recognize that continued reinvestment in leading-edge steel technologies, processes, and products will facilitate stable secure employment into the future. The ability to attract this investment is subject to market conditions and predicated upon each facility's ability to maintain a competitive position as a low cost producer to the markets Evraz serves.

Therefore the parties agree as follows:

At least once per year the Company agrees to present to the Union its plans for capital investment which are approved or which have progressed substantially in the planning process, be they short or long term, for it's facilities at Regina and Calgary as represented by the USW Locals 5890 and 6673. The meeting will be co-chaired by a senior representative of the Company and the President of the Local Union. The Company's presentation will include cost estimates for specific projects and an explanation of the technology and market rational. The presentation will also include a review of the previous year's program.

Progress on capital investment plans will be a topic of ongoing discussions and mutual interest between annual meetings.

To work together at identifying and overcoming issues of mutual concern which present barriers to capital investment essential to the ongoing viability of the Company's Regina and Calgary operations.



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For the Union
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Patrick Veinot
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Stacy Hanley
Martin
Mike Cantley
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Bryan Ross

## LETTER OF UNDERSTANDING BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS Locals 5890 and 6673

## **RE: POLICIES, PRACTICES AND PROCEDURES**

The Company and the Union are committed to a successful operation, founded on principles of respect, trust and tolerance between the Union and the management of the Company.

The Union recognizes the rights of management, under Article 3, and further recognizes that the bargaining unit members working at the Calgary operations are required to work under Company policies, procedures and practices as a condition of their continued employment.

At the request of the Local Union, the Company agrees to provide the Union with a copy of any current policy, practice and procedure that an employee is expected to comply with as a condition of their employment.

For the Company n DeMarco Jor Vilson

Marym El Kadr

For the Union

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Bryan Ross

#### **RE: REST PERIODS**

The parties hereby agree that the existing practice on the property prior to January 1, 2018 concerning coffee and lunch breaks will continue, and together with Clause 8.08 (lunch periods) of the Collective Agreement, represent different rest period provisions within the meaning of Section 18 (b) of the Employment Standards Code, as amended, and fulfill the requirements of the Code, as amended, respecting rest periods.

When taking coffee breaks, the most agreeable concept is for an employee not to wait for a specific time during a shift to obtain coffee, etc., but the employee can in most cases utilize the nearest vending machine as often as they wish as long as there is no interruption of operations as a result of their actions. There will be certain times, tasks or locations where the foregoing may not apply, in which case the Supervisor will schedule a break. In such cases, common sense shall prevail on both parties.

The availability of refreshments is not intended for groups of employees to utilize the foregoing "often as you wish" concept and also have the same groups voluntarily and simultaneously stop work at some predetermined time.

It is also understood by both parties that the number of breaks and duration of those breaks will not be abused by the employee and manage the utilization of the break periods in a fair and equitable manner without adversely impacting the business.

For the Company John DeMarco Jorge adu ken Wilson

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For the Union crette Turcotte Keith Patrick eino Stacy Hanley Mike Cantley

Bryan Ross

### **RE: SENIORITY FOR PRESIDENT DURING LAYOFFS**

The Company and the Union agree that in the event of a layoff, the President of the local during his term of appointment, will be retained in the employ of the employer as long as there is work available for him which he is qualified to perform, regardless of his position on the seniority list.

For the Company For the Union John DeMarco Keith Turcotte Jorde Sad Patrick Veind en Wilson Stacy Hanley Cantlev Marvm<sup>\*</sup>El

Bryan Ross

#### **RE: SENIORITY ORDER**

It is understood and agreed by the parties that for the duration of the Collective Agreement, seniority order shall be determined as follows:

- Employment numbers shall be assigned to each employee at the time of payroll enrollment on the day of employment.
- 2. Employment numbers shall be in numerical order.
- 3. Employment numbers shall not be reassigned in the event employment with the company ceases.

For the Company DeMarco lohr Jord en Wilson

Marym El Kad

For the Union

(eit Patrick Veinč Stacy Han

Cantlev

Bryan Ross

#### **RE: SHIFT COMMITTEES**

The Company and the Union agree that a separate committee shall be established to study shift schedules, such committee shall consist of an equal number of representatives from the Company and the Union.

The Company agrees to meet with the Shift Committee to discuss schedules where the Union finds a schedule implemented by the Company to be questionable. Such meeting will be held at the request of the Union.

The application of this letter shall be consistent with the terms of Article 8 of the Collective Bargaining Agreement.

For the Company John DeMarco Jorge Sad Ken Wilson

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Keith Turcotte <u>Adam A</u> Voino A Patrick Veinot Stacy Hanley Mike Cantley

Bryan Ross

For the Union

#### **RE: THREE DAY LAY-OFF**

The Company and the Union agree that alternatives to three day lay-offs are proper subjects for discussion in the appropriate empowerment committee.

For the Company For the Union John DeMarco Keith Turcotte Patrick Veino Jorge Sad Stacy Hanley Ken Wilson manon Marym El Kadr Mike Cantley

Bryan Ross

RE: Training of EVRAZ management personnel located at the Regina and Calgary plants on the applicable and provincial legislation concerning the use of any video or audio recordings in the workplace.

The Company agrees that it will train all management personnel located at the Regina and Calgary facilities on the applicable federal and provincial legislation concerning the use of any video or audio recordings in the workplace. This training will be completed by the end of the first quarter of 2022. Local Union representatives at both the Regina and Calgary plants and staff representatives from the USW will be permitted to participate in such training sessions.

For the Company Kohn DeMarco

Jorga Saglui

en Wilson

Marym El Kadr

For the Union Keith Patrick Veinc Stacy antlev

Bryan Ross

**RE:** Overtime Distribution

In the selection of overtime, a 56-day rolling period report will be generated every Friday by the Company, which excludes hours gained by employees working their lunch break and scheduled stat holidays. This report will show the total voluntary overtime hours worked for each employee. The rolling report will be utilized to attempt to rotate and spread overtime opportunities as evenly as possible. The rolling report will be available to the union when requested.

When advance notice of overtime opportunity exceeds forty eight (48) hours or is arising from a vacancy in the schedule, an employee will be tentatively selected by the way of the Call In Process. The employee tentatively selected shall be notified and their name will be displayed on the overtime board.

Upon reaching forty eight hours (48) hours prior to the overtime opportunity arising from extra shifts, approved leaves, and absenteeism as defined in clause 9.11, the tentative employee selected will become the successful employee for the overtime opportunity.

Upon reaching seventy two hours (72) hours prior to the overtime opportunity arising from vacancies in the schedule, the tentative employee selected will become the successful employee for the overtime opportunity.

It is understood that an employee who has signed the overtime book and been scheduled shall work the overtime shift. Call In Process: Employees will be selected in the following order for overtime opportunities:

- 1) Qualified Permanent Employees in the Department with their names in the Overtime Book.
- 2) Qualified Employees in the Overtime Book.
- 3) Qualified Permanent Employees from the Department not in the Overtime Book.
- Qualified Employees from outside the Department not in the Overtime Book.

A "permanent employee" is an employee who holds a position by job bid, bump, appointed Lead Hand or accommodation in the department where the overtime opportunity occurs.

For the Company For the Union John DeMarco Keith Turcotte Jorge Sad Patrick Veind Ken Wilson Stacy Hanley man Marvm El Kadr Mike Cantlev

Bryan Ross

## LETTER OF AGREEMENT BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCAL 6673

## RE: Casing Finishing Line of progression

### 1 Structure of Line of Progression

The purpose of this letter is to develop a work and training structure for the Calgary Casing Finishing Line of Progression. The Casing Finishing operations will be performed by 3 positions, namely CF Operator 1, CF Operator 2 & Nip/Pro Applicator.

The CF Operator 1 position will perform the following functions:

- Threader 1/Bucker
- Threader 2

The CF Operator 2 will perform the following functions:

- No. 1 Beveller
- No. 2 Beveller
- Hydro
- Scaleman

The Nip/Pro Applicator will perform the following functions:

- Nipple Applicator
- Protector Applicator

Company will prepare and provide job descriptions for the new combined positions.

# 2. Entry Into the Line of Progression

Employees will enter into the Line in accordance with Article 12 of the CBA and follow a prescribed implementation and training plan. Employees entering the Line will be advised of the requirement to successfully complete the training and must attain the required level of skill, knowledge and proficiency as established the collective agreement.

# 3. Implementation Plan

The Company and Union agree to the following implementation plan in order to provide a smooth transition from the current line of progression to the new agreement:

- The position (s) of Nipple/Protector Applicator will be bid following ratification of the Agreement.
- Employees currently holding the Hydro Operator position will be given the option of staying on the Casing Finishing line or to become displaced and be entitled to the rights afforded to any displaced employee. This option must be exercised within 30 days of ratification of the Agreement on a one time basis only.
- With the Hydro Operator being a new job inserted in the a Line of Progression, Clause 12.08.j will apply to all permanent employees in that Line including any current Hydro Operators that choose to become part of that line.
- Displaced employees from other Lines or positions will be allowed to bump as follows:
  - 1. Into the entry level position of Nipple/Protector Applicator.
  - And/or into the CF Operator 2 position if they are capable of performing two out of the four jobs in that position.
  - 3. And/or into the CF Operator 1 position if they

are capable of performing the Threader #1 job.

- Training will be handled in accordance with Clause
   12.09
- Qualifications, Ability and Physical Fitness will be determined as per Clause 12.01

# 4. Training

The Company will provide the training and operating exposure for employees entering the Casing Finishing Line of progression as soon as they enter the training. Training will progress as quickly as possible to meet the needs of production. It is intended that when an employee starts the training it must be completed.

## 5. Skill Maintenance and Rotation

In order to maintain knowledge and skill, all employees will be required to rotate on jobs for which they have qualified with CF Operator 1, CF Operator 2 and Nip/Pro Applicator. The parties agree that rotation shall be done in a fair and equitable manner.

For the Company For the Union n DeMarco Keith Jorc Wilson Stacy Hanle Cantley Marym El Kadr Brvan Ross

## LETTER OF AGREEMENT BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCAL 6673

#### RE: TUBE MILL

#### 1. Content of Program

The purpose of this letter is to develop a work and training structure for the Calgary Tube Mill. The Mill operations will be performed by two positions, namely Operator 1 and Operator 2.

The Operator 1 position will perform the following functions:

- Hydrotester
- Endfacer
- Bucker
- Threader
- Upsetter
- Salvage
- Crane Operator

The Operator 2 will perform the following functions:

- Nipple/Protector Applicator
- Bundler
- Scaleman
- Crane Operator

Permanent job Descriptions will be prepared and permanent rates established in accordance with the CWS provisions of the Collective Agreement.

## 2. Entry Into the program

Employees will enter into the program in accordance with Article 12 of the CBA and follow a prescribed training program. Employees entering the program will be advised of the requirement to successfully complete the program and must attain the required level of skill, knowledge and proficiency as established by the Joint Tube Mill W/E Training Committee.

# 3. Minimum/Maximum Training Times

Training shall consist of a combination of peer training with a partner, solo operator and a post training period evaluation. Part of the training from the manuals developed by the Joint W/E Tube Mill Training Committee.

Operator 1

- The maximum time period required to gain experience on Module 1 is 80 hr
- The maximum time period required to gain experience on Module 2 is 120 hr.
- The maximum time period required to gain experience on Module 3 is 120 hr

Operator 2

- The maximum time period required to gain experience on Module 1 is 8 hr
- The maximum time period required to gain experience on Module 2 is 8 hr

The Company and Union recognize that training needs for individuals may vary or change over time. The evaluation/follow up will be done as the last item completed in the training module. Should problems with training periods arise, they will be reviewed by the Joint W/E Tube Mill Training Committee.

The order in which training modules are completed may vary depending on production requirements, but modules will be completed as soon as is reasonably possible.

# 4. Pay

Operator 1 candidates will receive an incremental increase in pay for each module successfully completed. Operator 2 candidates will receive incremental increases in pay, for each successfully completed module above JC 4, in Operator 2.

## 5. Movement Through the Program

The Company will provide the training and operating exposure for employees entering the tube plant as soon as they enter the program. Training will progress as quickly as possible to meet the needs of production and to maintain the integrity of this program. It is intended that when an employee starts the program, he must complete the program.

The employee shall advance through the modules using their plant seniority as per Article 12 of the CBA.

## 6. Skill Maintenance and Rotation

In order to maintain knowledge and skill, all employees will be required to rotate on jobs for which they have qualified. The parties agree that rotation shall be done in a fair and equitable manner.

The employee with the most plant seniority in Operator 2 shall be trained in at least one Module of Operator 1. Upon successful completion of training, if an employee is required to rotate between the jobs he trained for in Operator 1 and Operator 2, the appropriate rates of pay will apply for jobs performed.

## 7. Operators who do not complete the Program

All operators are required to complete the program. Should an employee fail to complete the Operator 1 program, he will be displaced from the Operator 1 program. Once displaced, the employee may exercise his bumping rights as per the CBA but may not rebid into the Tubing Plant for a period of twelve (12) months. Should an employee fail to complete the Operator 2 program, he will be displaced from the Operator 2 program. Once displaced, the employee may exercise his bumping rights as per the CBA but may not rebid into the Tubing Plant for a period of twelve (12) months.

#### 8. Incumbents

The incumbents in the program will be named and slotted into the program in accordance with their demonstrated knowledge, skill and proficiency. The Joint W/E Tube Plant Training Committee will determine the positioning of incumbents.

The initial rates of pay for the incumbents will be in accordance to the number of modules completed and the Tube Plant Staffing requirements.

## 9. Bumping

Bumping, layoffs and recalls will be as per the Collective Bargaining Agreement.

### **Training Modules Operator 1**

Module 1 Salvage Crane Operator Beveller Module 2 Threader Bucker

**Module 3** Upsetter Hydrotester

**Training Modules Operator 2** 

Module 1 Nipple / Protector Bundling

Module 2 Scale Crane Operator

For the Company For the Union 1 Aust John DeMarco Tirrcotte Keitl Joro /einr Patrick Stacy Han Wilson **Sen** 7 an Cantley Marym El Kad

Bryan Ross

### **RE: UNION LEAVE**

Effective August 1, 2020 the Company will pay to the Local an amount equal to 300 hours at Job Class 19 annually, payment to be made during the first two weeks of January to be used for paid Union leave of absence in accordance with Clause 13.04.

For the Company John DeMarco Jord ar Vilson

Marym

For the Union Keith Francotte Patrick Veino Stacy Hanley Mike Cantley

Bryan Ross

### **RE: VACATION PAY AND SCHEDULING**

It is understood and agreed that in the event of a Company change to an employee's previously approved vacation schedule, the Company will, upon written application and receipt of the appropriate documentation, reimburse a totally non-refundable expense incurred as a result of the Company's prior approval to the vacation. To be eligible for any reimbursement the employee must have notified the Company, in writing, of such travel plans before taking his vacation.

Vacation pay will be paid prior to an employee's approved vacation. If the pay deposit cycle results in payment less than five (5) days before the employee's vacation, the Company, will upon written request received one (1) week before the vacation commencement, ensure that the payment is being processed.

For the Company For the Union John DeMarco Keith Turcotte Vein Wilson Stacy Hanle antlev Marvm El Kadı

Bryan Ross

#### **RE: EARLY SHIFT RELIEF**

The Company and the Union recognize the importance of production in regards to shift relief. Therefore it is understood that employees may relieve other employees prior to the start of their scheduled shift as long as they are qualified and capable to perform the job.

If either party raises a complaint regarding issues with early shift relief, the Company and the Union shall meet in an attempt to resolve the complaint. Failure to resolve such complaints will jeopardize this understanding.

For the Company For the Union John DeMarco Keith Turcotte .lorc Påtrick Wilson Stacy Hanley Mike Cantley Marym<sup>\*</sup>El Kad Brvan Ross

#### **Re: Temporary Supervisors**

Existing employees transferred to a temporary supervisor position and have been in the position for greater than twelve (12) months upon date of ratification must either accept a salary supervisor position or be returned to the bargaining unit within twenty-four (24) hours from ratification. If they are returned to the bargaining unit, they will be returned without any loss of seniority.

Existing employees transferred to a temporary supervisor position for less than twelve months upon ratification will be permitted to remain a temporary supervisor up to 12 months from the date of their transfer. If they are returned to the bargaining unit, they will be returned without any loss of seniority.

For the Company For the Union bhn DeMarco Stacv ilson Marym El Kac antlev

Bryan Ross

#### RE: 12 Hour, 3 Crew Continuous Schedule

It is understood and agreed to by the parties that for the duration of the current Collective Agreement, a new 3 crew shift schedule will be implemented. It is also understood that this shift schedule does not meet the 160 hours in any 28 days provisions that are described under Clause 8.12 of the current collective agreement.

It is mutually agreed to that a rate of 120 hours in any 21 days will apply for this 3 crew 12 hour schedule only. This understanding in no way affects either parties current position or sets a precedent as it relates to all other agreed to schedules. The application of this letter shall be consistent with the terms of the Collective Agreement and in particular Article 8.



For the Company For the Union



Marym<sup>\*</sup>El Kadı

Keit Patrick Vein Stacy Hanley Mike Cantley

Bryan Ross

#### **RE: Employee Pay Stubs**

The parties agree that bargaining unit employees who no longer desire to receive employee pay stubs will be provided with a consent form that they will sign to opt out from receiving the pay stub. Employees may opt back in to receive their printed pay stubs using the self-serve option in Workday. Instructions will be provided to employees wishing to opt in. Employees will also be able to go on-line and use self-service to review and/or print their pay period payroll information. A functioning computer and printer will be available to employees 24/7 at designated locations in the Calgary Plant.

For the Company For the Union John DeMarco Keith Turcotte Sad .lora Patrick Veino Ken Wilson Stacy Hanley Cantlev Marym El Kadr Brvan Ross

Modifications to this article were made in accordance with the Memorandum of Understanding dated April 9, 2019 between USW Locals 5890, 6673 and EVRAZ INC NA. A copy of this Memorandum will be included in the back of the renewal collective agreement dated 8-1-20.

Effective January 1, 1991, a profit sharing plan shall be instituted that will be paid quarterly, according to the following formula:

- Five (5) percent of quarterly profit after tax and after subtracting dividends, but before extraordinary items,
- b) Divided by Total Average Employment of Evraz (Canada) and excluding General Scrap for the quarter,
- c) Divided by 520 hours,
- d) Multiplied by: straight time hours worked plus vacation hours taken and statutory holiday hours.

Payments shall be cash payments and shall be made into either the employee's GRS money market account DPSP up to the maximums allowed for under the Income Tax Act (ITA), EPSP or RRSP, as is currently provided for, or, subject to making the appropriate request in writing, will be paid as a cash payment directly to the employee less the necessary withholding taxes into the employee's bank account. The option once requested and processed, can be changed by the employee only once per year.

If the employee has their money deposited into the trust account they may withdraw from their account any amount up to four (4) times annually, or at any time while on lay-off or during a strike. The employee will also be eligible to withdraw any remaining balance upon retirement or termination. For the purposes of this profit sharing, the Company shall mean EVRAZ Inc. NA Canada which owns and operates the Regina SK, Calgary AB, Camrose AB and Red Deer AB facilities.

The parties further agree that the profits of the Company, shall be calculated using, International Financial Reporting Standards (IFRS), and calculated after tax and after subtracting dividends, but before extraordinary items, and any impact resulting from the purchase of the Company by Evraz Group S.A. The Parties also agree that when using International Financial Reporting Standards (IFRS) to prepare and report the statements for Evraz North America, including Evraz Inc. NA Canada, the resulting difference in pension expense calculated in accordance with US GAAP and IFRS would be added back to eligible profits as defined in this article for the purpose of calculating the profit sharing payments under this Article.

It is further understood for the purposes of determining profit from the Company operations, all transactions and other dealings between any operations, including related companies, shall be conducted at arm's length.

Profit Sharing Plan payments shall be based on the Company's results as reported by EVRAZ Inc. NA as defined above in this Article. When the annual audit of the Company's financial statements is completed at year end, the Company shall provide the Union with a copy of the audited consolidated statement of income for EVRAZ Inc. NA Canada. Such statement will be made available within fifteen (15) days after the Company has received the audited financial statements.

The parties also agreed that the independent auditor that performed the Company's year-end audit, after the annual audit of the Evraz North America financial statements is completed at year end, will be used to confirm that the appropriate difference in pension expense amount, as described above in this Article, was properly added back to eligible profits as defined in this article and that the calculation of the Company's profits for the profit sharing purposes was completed in accordance with the requirements of this Article. The final payment of each year, if one is made, will be based on the audited income statement of the Company and audited review of the Schedule of the Company's annual profits for the profit sharing calculation, and will reconcile, if necessary, any payments made for the three (3) earlier quarters of that year.

If the Union so requests, the Company shall share equally with the Union the cost for the independent auditor that performed its year-end audit to verify the calculations of any Profit Sharing Plan payments, including the calculation of profit from EVRAZ Inc. NA Canada.

## RE: Supplemental Unemployment Benefit (S.U.B.) Plan

The Supplemental Unemployment Benefit (S.U.B.) Plan was initially established on August 1, 1979. This Plan was modified according to the Agreement dated June 11, 1997 between IPSCO INC. and the USW Locals 5890, 5488 and 6034. This Plan has been renewed concurrent with subsequent basic agreement renewals through bargaining. Calgary local 6034 was changed to 6673 effective 8-1-2002 and the Edmonton Plant whose employees were represented by USW Local 5458 was shut down in 1999. When EVRAZ INC NA acquired the former IPSCO facilities in Regina, SK and Calgary AB in 2008, it also assumed the Collective Agreements in place at both facilities including the Supplemental Unemployment Benefit (S.U.B.) Plan.

In the proper application of the Supplemental Unemployment Benefit (S.U.B.) Plan, and to ensure that the Plan continues to be administered as a registered benefit plan by Service Canada, the parties agree to the following amendments to Clause 17.06 in the respective Regina and Calgary agreements:

The Company agrees to fund and administer a joint Supplemental Unemployment Benefit (S.U.B.) plan in accordance with the Agreement dated June 11, 1997 between IPSCO INC. and USW Locals 5890, 5458 and 6034 establishing the Supplementary Unemployment Benefit Plan as amended by this article in both the Regina and Calgary Collective Agreements. This agreement will be incorporated by reference as a part of this Article in both Collective Agreements. Under this plan, the Company will pay ten (10) cents an hour per employee on all straight time hours worked into a S.U.B. fund. In the case of layoffs, eligible employees will receive \$110.00 per week from this fund provided the employee has at least 18 months of service with the company and accrued credited points. The Company will establish a line of credit up to a maximum of \$500,000 to be drawn on by the S.U.B. Fund on an "as required" basis in order to maintain a benefit level of one hundred and ten (\$110) per week. Any draw down of the \$500,000 line of credit will be reimbursed through future contributions.

## LETTER OF AGREEMENT BETWEEN EVRAZ INC. NA AND UNITED STEELWORKERS LOCALS 6673

## RE: Apprenticeship Program – Calgary

## FOREWORD

Evraz Inc. NA and the USW Local 5890 and Local 6673 recognize the need for continuous training to maintain the high levels of skill and competence demanded in the trades and to provide adequate numbers of skilled workers for our facilities. The Parties recognize the importance of reimplementing an Apprenticeship Program at Evraz, both for the benefit of the Company and for the members of the USW.

## PURPOSE

The purpose of the Apprenticeship Program is to encourage careful selection of persons entering the trade, to assist with the anticipated demand for skilled tradesmen to meet the Company's future manpower needs.

## APPRENTICESHIP ADVISORY COMMITTEE

A Committee will be formed comprised of two representatives selected by the Company and one member selected by each USW Local. The Committee shall meet as required to:

- establish minimum standards of training and experience
- develop a basic schedule of training for each trade
- address all apprentice complaints dealing with the Apprentice program
- review and make recommendations relative to any determination of credit in connection with an apprentice's previous experience
- keep in touch with all parties concerned apprentices, Company, journeyman and appropriate agencies

The initial meeting of this Committee will be in Regina with all Committee members present. All subsequent meetings will be handled via conference call.

The Parties agree that from time to time other participants may be invited to assist the Parties, but not as voting members of the Committee.

## ELIGIBLE TRADES

The trades eligible for apprenticeship bids are those Journeyman trades as identified in either the Calgary or Regina Collective Agreements.

# ELIGIBILITY TO BID ON APPRENTICESHIPS

Employees must pre-qualify by successfully completing the appropriate aptitude testing. This includes but is not limited to pre-trade training, trade-specific testing, and previous work experience. To be eligible to bid on an apprenticeship position, the employee must have a grade 12 diploma or equivalent and meet the requirements set out by the Provincial Apprenticeship Branch for the specific trade. Employees will only be allowed to participate in one company-sponsored apprenticeship. Those wishing to bid on a posting must complete a job posting application, following the normal bidding process within their Division.

## APPRENTICESHIP SELECTION COMMITTEE

The Apprenticeship Selection Committee in each facility will be comprised of:

- Local Union President or Designate
- Works Manager or Designate
- Maintenance General Foremen
- Two Trades Employees Appointed by the Union
- One HR Department Representative

# HOW ARE APPRENTICES SELECTED

All applicants are required to take the Federal Government General Aptitude Test Battery (GATB). Applications are reviewed by the Apprenticeship Selection Committee whose decision will be based on:

- 40 Points Maximum For Seniority The most senior applicant gets the maximum number of points. Other applicants get a pro-rated number of points.
- 25 Points Maximum For Work Related Experience (includes experience gained at Evraz as well as experience gained working elsewhere) – The applicant with the most related work experience gets the maximum number of points. All other applicants get a pro-rated number of points.
- 20 Points Maximum For GATB Results Applicants who pass the GATB will get 20 points. Applicants who are unsuccessful in passing the GATB will not be awarded the bid.
- 15 Points Maximum For Observed Ability and Potential – Things taken into consideration include the applicant's ability to work with others, ability to follow instructions, dependability, attendance, etc. As this is a subjective rating, all raters will be asked to give their reasons to the other members of the Selection Committee before any of them give their personal rating on this category.

After discussing the merits of each applicant, each rater will be asked to complete their own rating on each of the four rating categories. The average of the six raters on each of the four rating categories will be used. Apprenticeship bids will be filled by the qualified applicant with the greatest combined score on the above four criteria.

Seniority	Experience	GATB Results	Ability/Potential
0-40 Points = The senior applicant gets the number of points. The other applicants get a pro-rated number or points.	0-25 Points – The applicant with the most related work experience gets the maximum number of points. The other applicants get a pro-rated number of points.	0-20 Points – Applicants who pass the GATB will get 20 points. Applicants who are unsuccessful in passing the GATB will not be awarded the bid.	0-15 points – The applicant deemed to have the best ability/ potential would get the maximum number of points and the other applicants would get a pro-rated number of points.
40 points	25 points	20 points	15 points

Note: If the members of the Apprenticeship Selection Committee unanimously agree to place millwright or electrical apprentices into Maintenance Operator positions as part of their apprenticeship program training, the Parties agree they have the flexibility to do so.

# JOB POSTINGS AND LINES OF PROGRESSION

For the purpose of the Apprenticeship Program, the Parties agree that Clause 12.08(a) in the Regina CBA (page 44) and Clause 12.06(a) of the Calgary CBA (page 41) shall, for the duration of the current CBA's, include: "(vi) Apprenticeship Bids" as an exception.

# CONTINUITY OF EMPLOYMENT

The Company intends and expects to give the Apprentice continuous employment. However, the Company reserves the right to layoff Apprentices whenever conditions of business make it necessary. If an Apprentice is cut back or laid off because of lack of work, an opportunity will be given for recall to the Apprenticeship Program before any other person is employed as an Apprentice in that trade.

# LAYOFFS

- Journeymen will not be allowed to displace any Apprentices scheduled for any reason except for layoff. Also, Apprentices will not be allowed to displace any other Apprentice as scheduled for any reason. Apprentices will be laid off prior to any Journeyman layoffs in the same trade.
- The Employer will ensure that each employee who is accepted into the Apprenticeship Program and who is unaffected in the above bullet will receive the required work hours as an Apprentice to complete each year of the Apprenticeship Program.

# OVERTIME

Apprentices will be allowed to work overtime, for which they are qualified to work, but will not be utilized to displace Evraz Journeymen for overtime.

# HOW DOES AN APPRENTICE PROGRESS

Having successfully bid on a job posting, the employee enters the Apprenticeship Program as a first year Apprentice, Job Class 8. Upon receipt of marks indicating successful completion of first year studies, the Apprentice will be moved to a Job Class 10. Similarly, upon completion of second year studies, the Apprentice will be awarded Job Class 12. Successful completion of third year results in Job Class 14. After six months at Job Class 14, the Apprentice is moved to Job Class 16. After the Apprentice passes all of their exams and is deemed a qualified Tradesperson, they will be awarded the current Job Class for the trade, as per the CBA and will be deemed a Tradesperson (Extra to Workforce) until an opening exists for a tradesperson at which point seniority determines the promotion.

At each stage of the process the Apprentice will be given a regular evaluation of their progress by their supervisor, with the input of the Tradesperson they are working under. A copy of each of these regular evaluations will be sent to the members of the Apprenticeship Advisory Committee. [Note: We will develop an evaluation form specific to apprenticeships.]

Note: A successful bidder on an Apprentice position who qualifies to begin the program at a level higher than the first level, may advance through the program quicker and be placed at the appropriate job class above based on which level of training they just completed.

## HOW IS THIS TRAINING FINANCED

While attending trades school, the Apprentice will continue to be paid their regular hourly rate of pay plus COLA, exclusive of any overtime pay. The Apprentice will be paid as though they are working five eight-hour day shifts, Monday to Friday.

 If an Apprentice fails at any level, they will be given one opportunity only to re-qualify. This is a maximum of one failure per Apprentice, not one failure per level of the Program.

- If in the assessment of the Apprenticeship Branch the Apprentice is no longer eligible to participate in the Program, they will be removed from the Program and given the right to bump into any position they may be qualified to bump using their seniority.
- In the event that an employee does not successfully complete their ninety (90) day trial period as an apprentice, they shall return to their previous job without interruption of department seniority. If an employee requests another trial period and the Selection Committee agrees that they shall have another trial period and the employee does not successfully complete the second trial period, they shall then forfeit their right to their previously held job. If Management requests a further trial period, then the employee is unsuccessful in this trial period, then the employee shall return to their previous job without interruption of the department seniority.

# ACCOMMODATION

The Company will pay the Apprentice two days pay to find suitable accommodation for training to be held in a city other than their regular place of employment. This will include reimbursement for mileage and hotel accommodations for 2 days. There is no pay for travel time or reimbursement for meals. Apprentices are encouraged to contact the Human Resources Department at least one calendar month prior to the commencement of the school term, should they encounter difficulty in obtaining satisfactory accommodation.

## OTHER COSTS

The Company will reimburse the Apprentice for the cost of the Apprentice tuition fee at the time it is paid. The Company will reimburse the Apprentice for the cost of the books required to complete the Program, upon successful completion of each level.

# COST OF TOOLS

The Company will pay for the cost of tools; however the tools remain the property of the Company and must be returned to the Company on the employee's last day of work.

## THE APPRENTICESHIP AGREEMENT

Once the employee has been accepted as an Apprentice by the Apprenticeship Selection Committee they will be required to complete an Apprenticeship Agreement. The Apprenticeship Agreement states the length of the apprenticeship term, allowing for any appropriate trade training or experience acquired. It sets forth minimum wages of the Apprentice. The Apprenticeship Agreement is completed by the Apprentice upon notification from the Human Resources Department.

## TRAINING

Apprenticeship training is offered at SAIT in Calgary or SIAST in Saskatchewan. Other institutions may be used depending on class restrictions and availability. The training under the Apprenticeship Program is designed to meet the general standards demanded of tradesmen in Alberta/Saskatchewan and where applicable for the Interprovincial standard.

### **ONE-YEAR REVIEW**

One year after implementing this program, the parties agree to meet, along with the 6 members of the Apprenticeship Advisory Committee to review recommendations to improve the Program.

# Apprenticeship Program - Points System

**Seniority** (Maximum of 40 points available)

 The scoring system for seniority will be based on the following formula, with the senior applicant being awarded 40 points and all other candidates a pro-rated number of points.

# Formula: Junior Applicant X 40 Point / Senior Applicant = Points

Related Work Experience (Maximum of 25 points available)

- This graph is used to determine the number of points obtained. Linear scale is set up to pro rate the individual based on the related work to that trade. Any individual that has prior apprenticeship experience will be credited work experience points as follows:
  - o 1 year experience = 5 points
  - o 2 years experience = 10 points
  - o 3 years experience = 15 points
  - o 4 years experience = 20 points
- All other relative experience will be evaluated on a case by case basis.
- **<u>GATB</u>** (20 points available)
  - Applicants who pass the GATB will get 20 points. Applicants who are unsuccessful in passing the GATB will not be awarded the bid.

Ability and Potential (Maximum of 15 points available)

 The applicant deemed to have the best ability/ potential (ability to work with others, ability to follow instructions, dependability, attendance, etc.) would get the maximum number of points and the other applicants would get a pro-rated number of points.

For the Company 2 John DeMarco Jord Sad Ken Wilson

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For the Union erette Keith Turcotte Patrick Veinot Stacy Hanley Cantley Mik∉

Bryan Ross