

# COLLECTIVE AGREEMENT

THIS AGREEMENT, made this **26<sup>th</sup> day of May, 2017**

by and between

**EVRAZ Camrose Works**  
hereinafter called “the Company”



OF THE FIRST PART  
and

**UNIFOR**  
AND IT'S LOCAL 551  
hereinafter called “the Union”



OF THE SECOND PART

February 1, 2016 to January 31, 2020

## Table of Contents

SECTION 1: GENERAL PURPOSE OF AGREEMENT	1
SECTION 2: RECOGNITION	1
SECTION 3: MAINTENANCE OF MEMBERSHIP AND CHECK-OFF	2
SECTION 4: RELATIONSHIP	3
SECTION 5: COMPLAINTS AND GRIEVANCES	5
SECTION 6: SENIORITY	9
SECTION 7: SPECIAL LEAVES OF ABSENCES	21
SECTION 8: HEALTH AND SAFETY	22
SECTION 9: HOURS OF WORK AND OVERTIME	25
SECTION 10: STATUTORY HOLIDAYS	27
SECTION 11: CALL IN AND REPORTING	29
SECTION 12: VACATIONS	30
SECTION 13: MISCELLANEOUS LEAVE	33
SECTION 14: WAGES	34
SECTION 15: TERMINATION OR MODIFICATION	36
SECTION 16: APPENDICES	36
APPENDIX "A": SCHEDULE OF STEWARDS	37
APPENDIX "B": SCHEDULE OF SENIORITY CATEGORIES	37
APPENDIX "C": JOB EVALUATION PROGRAMME	40
APPENDIX "D": BENEFITS INSURANCE	42
APPENDIX "E": PENSIONS	43
APPENDIX "F": SCHEDULING OF 24/7 OPERATION	45
APPENDIX "G": CAMROSE PERFORMRANCE ENHANCEMENT PLAN	49
ITEM 1 - RE: "A" CATEGORY JOB	52
ITEM 2 - RE: CERTIFICATION	53
ITEM 3 - RE: BENEFITS – CLAUSE 6.06 (E) & (F)	53
ITEM 4 - RE: COMMUNICATIONS COMMITTEE	54
ITEM 5 - RE: PLANT CLOSURE	54
ITEM 6 - RE: WORK WEEK START TIME	55
ITEM 7 - RE: EMPLOYEE ASSISTANCE PROGRAM (EAP)	55
ITEM 8 - RE: APPRENTICESHIP PROGRAM	56
ITEM 9 - RE: LEADPERSON	59
ITEM 10 - RE: COST OF LIVING ALLOWANCE	60
ITEM 11 - RE: SAFETY BOOTS & COVERALLS	61
ITEM 12 - RE: R.R.S.P	62
ITEM 13 - RE: STUDENT RATE	62
ITEM 14 - RE: BULLETIN BOARDS	62
ITEM 15 - RE: WORKPLACE HARASSMENT AND DISCRIMINATION	62
ITEM 16 - RE: TOOL REPLACEMENT – TRADESMAN AND APPRENTICES	65
ITEM 17 - RE: PROCESSING FEE – SHORT TERM DISABILITY FORMS	65
ITEM 18 - RE: JOBS REQUIRING CERTIFICATION	65
ITEM 19 - RE: VACATION AND/OR MAINTENANCE SHUTDOWNS – SCHEDULING AND SHIFT ROTATION	65
ITEM 20 - RE: SUPERVISORS WORKING	66
ITEM 21 - RE: USE OF CONTRACTORS	66
ITEM 22 - RE: WOMEN'S ADVOCATE	66

**SECTION 1  
GENERAL PURPOSE OF AGREEMENT**

- 1.01 The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, and to eliminate interruptions of work and interference with the proper operations of the Company's business, and to maintain mutually satisfactory working conditions, hours and wages for the employees covered by this Agreement. It is an objective of the Company and the Union to provide full and efficient employment in an atmosphere of cooperation. The parties recognize that to meet the above objective, it is necessary to remain a consistently profitable company.
- 1.02 The Union and the Company jointly undertake to perform their respective duties with respect to the operation of the Industrial undertaking operated by the Company in the City of Camrose, in the Province of Alberta.

The representatives of the Company and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in administration of the terms of this Agreement.

**SECTION 2  
RECOGNITION**

**Sole and Exclusive Bargaining Agency:**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all employees save and except Office Staff, Clerical and Technical Employees, First Aid Attendants, Storekeepers, Main Office Janitors, Security Guards, Foremen, and those above the rank of Foremen, and Supervisors.

**Prohibition of Strikes and Lockouts:**

- 2.02 The Union agrees that during the life of this Agreement there will be no strikes, mass resignations, sit-downs, slow-downs, stoppages of work, or other interference with production; and the Company agrees that there will be no lockouts or mass dismissals.
- 2.03 Throughout this agreement, in referring to Employees, wherever either the feminine or masculine gender is used, it is for convenience only and shall refer both to females and males.

New Hires:

- 2.04 The Local President or designate shall be entitled to participate in the presentation of the orientation of new hires during company paid time. At the request of the Union, one (1) hour of paid time will be provided with all new hires as part of the New Hire orientation program.

### **SECTION 3 MAINTENANCE OF MEMBERSHIP AND CHECK-OFF**

- 3.01 (a) All employees who, at the date of signing this Agreement, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement. Any such employee shall be deemed to be a member in good standing providing they fulfil the provisions of Clause 3.01 (b).
- (b) All present employees, as a condition of employment, shall have Union dues deducted as provided in Clause 3.01 (c) and all new employees shall, as a condition of employment, be required to sign an "Official Application for Membership" and an "Authorization for Check-off of Dues" if applicable (i.e. Form A-230-95), a copy of which shall be sent to the Union. Form A-230-95 shall be supplied by the Union and shall be retained in the Employee Resources Department.
- (c) The Company will deduct Union dues on a bi-weekly basis commencing the 1st full pay period, and will deduct an initiation fee upon written authorization from an employee. Where an employee's pay is insufficient to cover such dues deduction, the Company shall not be obliged to make such deduction from subsequent wages.

The Financial Secretary of Local 551 shall notify the Company by letter of the amount of such dues and initiation fee and any changes therein and such notification shall be the Company's conclusive authority to make the deductions specified. The Company will remit to the Financial Secretary of Local 551 within fourteen (14) days after each pay, the dues deducted together with the particulars of such deductions as follows:

- (i) A list of clock numbers and names of employees in the bargaining unit, who paid dues in the pay period, showing

the amount of dues deducted.

- (ii) A copy of the current work schedules which show sick (illness or injury), and W.C.B. with dates when available.
- (d) The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise in complying with the provisions of this Section.

#### **SECTION 4 RELATIONSHIP**

- 4.01 It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all Employees without regard to age, marital status, gender, race, colour, national origin, ancestry, mental or physical disability, family status, sexual orientation, political or religious affiliations which are recognized or accepted by the Canadian Government as consistent with Canadian Citizenship.
- 4.02 The Company agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representatives upon any employee because of their membership in, or connection with, the Union. The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practised upon employees of the Company by any of its members or representatives, and that except for the purpose of carrying out the provisions of this Agreement, there will be no Union activity on the Company's premises during employees' working hours except as mutually agreed upon.
- 4.03 The Company acknowledges the right of the Union to appoint or otherwise select Stewards and members of Working Committees in order to facilitate the performance of this Agreement, and undertakes to instruct all members of its supervisory staff to cooperate with the said officers of the Union in the performance of this Agreement.
- 4.04 The Union undertakes to instruct all its officers, stewards and members of Committees to cooperate with the Company, and with all persons representing the Company in any supervisory capacity. The Company agrees with the principle that, under normal circumstances, supervisors and other non-bargaining employees should not perform work which would normally be performed by members of the Bargaining Unit. The Union agrees that, under certain circumstances, this principle cannot be strictly adhered to.

- (a) If a supervisor is advised by a Union Steward or a Bargaining Unit employee, that they believe the supervisor is performing bargaining unit work in violation of Clause 4.04, and the supervisor continues to perform such work at that time, and it is subsequently confirmed that the work in question was a violation of this clause, the Company shall pay to an employee chosen by the union, an amount equal to the length of time the work was performed after the supervisor had been notified by the Union Steward or Bargaining Unit employee.
  
- 4.05 Copies of all general notices which are posted on the Plant Bulletin Boards which deal with hours, wages or working conditions will be sent to the President of the Union or any other officer designated by the Union.
  
- 4.06 The Union undertakes to supply the Company with the names of its duly elected officers and representatives appointed or selected to perform any act in connection with this Agreement; and the Company undertakes to supply the Union with the names of all its foreman, sub-foremen, supervisors, superintendents and other officers of the Company who may be called upon to perform any act in connection with this Agreement, and to set out along with such names their titles in such manner as to indicate the nature and extent of their authority.
  - (a) All present local understandings and practices that can be demonstrated to have been consistently and repetitively applied will remain in effect unless changed by mutual agreement or unless they deprive the employees of any benefits provided for by this Agreement. Any dispute which arises out of this section will be discussed by the Company and the Union in order to attempt to resolve such dispute.
  
  - (b) The Company and the Union mutually agree that all the ordinary functions of both Management and the Union are hereby preserved and retained by both parties except as expressly limited by the terms of this Agreement.
  
  - (c) Develop a shift committee to explore alternate shift patterns outside of the traditional shift patters to meet the needs of the operation and address a work life balance. When the mill is required to operate two weld lines the Company will meet with the shift committee to modify shift and start times to balance the appropriate mill.
  
- 4.07 The Company shall provide the National and Local Union with an updated employee list containing names, addresses and phone

numbers. This list shall be prepared and delivered electronically on a quarterly basis.

## **SECTION 5 COMPLAINTS AND GRIEVANCES**

- 5.01 The Grievance Committee shall be composed of the President, the Chief Steward of the Union and the Steward who processes the grievance or, in their absence, a Steward from the same shift, and of such representatives of the Company as it may desire to appoint, but not to exceed three (3) in number.
- (a) Union Representation:
- Working from the most recent list of stewards supplied by the Union, the Company will ensure that a Union Steward is brought in to represent an employee as soon as it becomes evident that disciplinary action will be necessary. Where there were no known Union stewards working in that mill on that shift, and supervision decides it is necessary for reasons of suspension or similar cause to send an employee home before the end of his regular shift, the Chief Steward or their designate shall be called prior to any action being taken.
- 5.02 Any complaint or grievance of Management shall be presented orally to the President and Chief Steward or their appointees by the Manager, Employee Resources and/or their appointee. The grievance procedure, as set out in Clause 5.04 (b), will then be followed if/as required.
- 5.03 (a) The Company and the Union have agreed to a written form for the convenience of employees in submitting grievances.
- (b) A "Time Out Meeting" may be called by either the Department Steward or the Department Supervisor in an attempt to resolve a dispute prior to the initiation of the grievance procedure. Such meeting shall take place subject to the needs of the operation.
- (c) The Company will inform an employee within seven (7) days of the event, or the time the Company reasonably should have known of the event, that a discipline is pending.

### **Grievance Procedure:**

- 5.04 Any unresolved complaint of an employee, including a claim that they have been disciplined without just cause, will be taken up as soon as possible in the following manner:

(a) Step 1

Complaints or grievances arising within a department shall be presented in writing on an "Employee Grievance Form" to the department foreman by the department steward within five (5) days of the event or the time the employee reasonably should have known of the event. The grievance form will be signed by all parties at this time. The department foreman or Manager shall give an answer to the steward who presented the grievance within five (5) days of receipt of the grievance. Grievances settled at Step 1 shall not be considered to set a precedent. If the answer is not satisfactory to the employee, it must be appealed to Step 2 within five (5) days.

(b) Step 2

Step 2 grievances shall be presented in writing, to the Department Manager, signed and dated as of the date of its submission. The Department Manager and the Chief Steward will meet within seven (7) calendar days and attempt to settle the grievance. The answer after this meeting must be given in writing within eight (8) calendar days. If no satisfactory settlement is reached, the matter must be referred to Step 3 within seven (7) calendar days from the date of receipt of the written answer.

(c) Step 3

Union representatives, including an officer or agent of the Union National Office and the Company Grievance Committee including the General Manager and/or their appointee, will meet within thirty (30) calendar days of receipt of the written request of appeal and attempt to settle the grievance. Either party may bring in additional officers or agents to a third step meeting provided notification is given at the time the meeting is set. By mutual consent, either party may present such witnesses as may be required in the settlement of the grievance. If a settlement is not reached between these parties, the issue shall, on request in writing, be referred to arbitration as hereinafter provided.

(d) If the Company is alleged to have violated any provisions of this agreement, and such violation affects the interests of the Union as a party to the Agreement, the Union may file a grievance, using the form referenced in 5.03 (a), beginning at Step 2, within seven (7) days of the event or the time the Union reasonably should have known of the event. This grievance shall be signed on behalf of the Union by the Local Union President and the Chief Steward and shall be identified as a "Union Policy Grievance". In the event that



retroactive wages are claimed under this Clause 5.04 (d), the time limits shall be sixty (60) calendar days from the date of submission of the written grievance as provided at Step 2.

- (e) It is also agreed that all time limits beginning with Step 2 may be extended by mutual agreement.

For the purpose of Step 1, Saturdays, Sundays, Statutory Holidays, and mill shutdowns will not be counted in determining the time within which any action is to be taken or completed.

- (f) In the event that either party fails to abide by any of the time limits provided for in this section, the grievance shall be forfeited in favour of the other party.

5.05 Before visiting any section of the Plant for the purpose of dealing with any difference, dispute or grievance, the Chief Steward or Union President, or their delegate, shall obtain the permission of their foreman before leaving their job. If not at work, they shall obtain the permission of the Human Resources Department or General Manager before entering the Plant. Such permission shall be granted within reasonable limits.

5.06 A member of the Local Union Executive and the National Representative will be permitted to visit the Plant at least once a month to check the condition of employment of all employees covered by this Agreement, accompanied by a representative of Management.

5.07 Each member of the Union Grievance Committee as defined in Clause 5.01 shall not suffer any loss of pay for attending grievance meetings.

Subject to the needs of the operation, the Union President or the Chief Steward will be paid, per the collective agreement, for the time necessary to meet with a supervisor to deal with grievances or "Time Out" meetings.

**Arbitration:**

5.08 (a) Subject to Clause 5.11, any issues that are not satisfactorily settled as a result of the foregoing procedure shall, at the election of the grieving party, be submitted within thirty (30) calendar days to arbitration.

In this event, the Union shall give the Company a list of at least three arbitrators within seven (7) calendar days. If none of these are acceptable to the Company, the Company shall give the Union

a list of at least three arbitrators within seven (7) calendar days. If none of these are acceptable to the Union, then the Union and the Company shall jointly request the Labour Relations Board for the Province of Alberta to appoint an arbitrator. Once the choice of arbitrator is resolved, the party referring the grievance to arbitration shall, within fourteen (14) calendar days, write to the arbitrator seeking mutually agreeable dates with a copy to the other party.

The decision of the Arbitration Board shall be final and binding on both parties but the Arbitration Board shall not have jurisdiction to change, amend, add to or subtract from any of the provisions of this Agreement.

- (b) Any award made by the Arbitration Board shall not be retroactive beyond sixty (60) calendar days preceding the date of the submission of the written grievance as provided at Step 2.

5.09 Each party shall bear their own expenses, except the cost of the Arbitrator shall be borne equally.

5.10 If, before submission of a grievance to the Arbitrator, it becomes necessary for a Union representative to observe during working hours any plant operation having a bearing on any dispute which has arisen so as to understand the case, they will be granted a pass to enter the plant and make such observation while accompanied by a representative of Management.

5.11 Any matter of interpretation, application, or alleged violation of any clause of this agreement, or any schedules to this Agreement, can be submitted to arbitration.

Any question which involves the modification or change of any clause of this Agreement or of any schedules to this Agreement shall not be subject to arbitration but shall be treated as a subject of negotiations between the parties.

### **Suspension and Discharge Cases:**

5.12 (a) The claim by an employee, other than a probationary employee, that they have been suspended or discharged without just cause may be presented as a grievance within seven (7) calendar days after the employee is notified of their suspension or discharge, and such grievance will be presented directly at Step 2 of the Grievance Procedure and processed through the various steps thereafter provided if/as required.

- (b) The Company will immediately notify the Union whenever an employee is discharged and the reasons thereof, and such

employee will be informed that they are entitled to discuss their discharge with the Department Steward or, in their absence, any other available member of the Union Grievance Committee before leaving the plant.

- (c) Such discharge or suspension grievance may be settled by:
    - (i) Confirming the Company's action of discharging or suspending the employee, or
    - (ii) Reinstating the employee with full compensation for time lost, or
    - (iii) By any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration.
- 5.13
- (a) The Department Steward and the employee will be provided a copy of any disciplinary record at the time of its issuance.
  - (b) Each employee will be provided with a copy of any grievance submitted on their behalf.
  - (c) The Union will be advised when a record of verbal warning is placed in an employee's file.

## **SECTION 6 SENIORITY**

- 6.01 Seniority shall be defined as plant length of service in years, months, and days. Employment shall be deemed to have commenced on the day on which the employee was last hired to work with the Company. Seniority of those employees hired on the same day shall be established by their initial placement on the seniority list.
- 6.02
- (a) An employee shall be considered a probationary employee until they have completed one hundred and twenty (120) calendar days of cumulative employment with the Company. Upon completion of the probationary period, such an employee's seniority shall date from their last hiring date. An employee will be deemed not to have completed their probationary period if there has been a one (1) year interruption of service and must not have refused offered employment.
  - (b) A grievance may not be presented with respect to the discharge or lay-off of a probationary employee. Such an employee is entitled to all other rights and privileges accruing under this Agreement except as they are expressly limited by the terms of the Agreement.

- (c) Notwithstanding the provisions of this Section 6, students will not acquire seniority and may be terminated by the Company at any time. It is agreed that the termination of a student will not be subject to the grievance and arbitration procedures. In addition, students will not be eligible to participate in the Group Insurance Programmes.
- (d) If an employee working in production who holds a valid trade ticket, becomes a successful applicant to a Trades position for the first time, the employee must complete a three hundred and sixty (360) cumulative hours trial period in order to demonstrate their capability for such position.

- 6.03 (a) Lists of new and rehired employees and employees laid off for lack of work showing their length of continuous service will be sent to the President or any other officer designated by the Union.

The Company will establish a Seniority and Recall list showing each employees' seniority, and will post such lists so that they are available to employees at all time. This list will be kept current to give effect to all changes. The Company will furnish the Union with a copy of the seniority list and list of current mailing address and telephone number of each bargaining unit employee. These lists will be furnished to the Union upon request. The Union agrees not to make such requests more frequently than once every three (3) months.

- (b) The Union will furnish the Company with a complete copy of the Officers of the Union whenever a revision is made.

- 6.04 The Company acknowledges that an employee's complaint with respect to their position on the seniority list which is not satisfactorily adjusted shall be treated as a grievance.

- 6.05 An employee's continuity of service shall not be deemed to have been broken under the following conditions:

- (a) During a lay-off up to one (1) year for employees with less than two (2) years' seniority; or during a lay-off up to two (2) years for employees with two (2) but less than three (3) years' seniority; or during a lay-off up to three (3) years for employees with three (3) but less than four (4) years' seniority; or during a lay-off up to 42 months for employees with four (4) but less than five (5) years' seniority; or during a lay-off up to four (4) years for employees with five (5) or more years' seniority.
- (b) Any absence caused by illness or accident provided they notify the Company as soon as possible but, in any case, not later than five

(5) calendar days, unless unable to notify the Company through no fault of their own.

- (c) By any period of leave of absence granted by the Company in writing.

6.06 An employee shall have their employment and seniority terminated for any of the following reasons if they:

- (a) Voluntarily terminated their employment with the Company.
- (b) Were absent from work for three (3) consecutive shifts and fails to notify the Company and provide a reasonable explanation for such absence, unless unable to notify the Company through no fault of their own.
- (c) Were discharged provided that such employee is not reinstated pursuant to the provisions of the grievance procedure herein.
- (d) Were laid-off and not recalled to work within the applicable period of time as follows:
  - (i) They were not recalled to work within twelve (12) months where at the date of lay-off they had one hundred and twenty (120) calendar days but less than (2) years' seniority.
  - (ii) They were not recalled to work within twenty-four (24) months where at the date of lay-off they had two (2) years but less than three (3) years' seniority.
  - (iii) They were not recalled to work within thirty-six (36) months where at the date of lay-off they had three (3) years but less than four (4) years' seniority.
  - (iv) They were not recalled to work within forty-two (42) months where at the date of lay-off they had four (4) years but less than five (5) years' seniority.
  - (v) They were not recalled to work within forty-eight (48) months where at the date of lay-off they had five (5) or more years' seniority.
- (e) If the employee has been laid off and fails to either return to work within five (5) calendar days or fill the requirements of (f) below after they had been requested to do so by the Company.
- (f) A laid off former employee on the Recall List who notifies the Company within the five (5) calendar day period of the date of initial

contact and confirmed in writing within fifteen (15) calendar days described in Clause 6.06 (e) that they are not available for offered re-employment when their services are required due to conditions beyond their control, but does not decline such offer, shall not lose their position on the Recall List.

However, the Company shall be in a position to offer the available work to others on the Recall List in accordance with their plant seniority. Such employee must be available for work within sixty (60) calendar days from the time they are called, or at any time during this period if the Company finds that the Recall List will be exhausted, or their name shall be removed from the Recall List.

It is understood that an employee, as a result of being granted a sixty (60) calendar day extension on their recall, cannot claim a job in the interim unless they advise the Company that they are available and it is necessary for the Company to recall additional junior employee(s). If the recalled employee is not available for work until the expiration of their sixty (60) calendar day period, they can only be returned to work after the junior employee has been laid off in accordance with Clause 6.15 (a). In this event, the returning employee is not guaranteed five (5) days' work as provided for in Clause 6.15 (a) unless they have worked more than five (5) days.

6.07 In order to provide maximum employee job opportunity, and at the same time to avoid production losses, the parties agree that in cases of promotion, demotion, transfer, lay-off, and recall, the following procedure shall apply:

- (1) All jobs listed in Appendix "B" will be further categorized under the following headings:
  - A. These jobs will be filled according to seniority subject to skill and ability to perform that job. Where the most senior employee is not already trained to perform the job, the Company will undertake to provide training in an expeditious manner to enable them to qualify for the next opening on that job. The employee shall be paid at their current straight time hourly rate for the job they are being trained on for all time spent training on that job.
  - B. These jobs require familiarization and/or a trial period. The senior applicant for each of these job openings shall be entitled to be:
    - (i) Placed directly on the open job.
    - (ii) Given a trial period to determine if they can perform

- the job, or
- (iii) Advised that they require a familiarization or training period prior to their trial. In this case, the Company may place a qualified employee of their choice on the job while the training is carried out. The trainee, in the meantime, will receive instructions on the job in question under the supervision of a foreman until said foreman feels they are ready for their trial. This instruction will be given, again at the discretion of the Company, either during the worker's regular hours or during their unscheduled hours. In either case, they shall be paid at their current job rate for the job they are being trained on in the plant and at straight time. Should the training or familiarization period extend past one (1) shift, upon request, a "time out" meeting will be convened.

All instruction shall be given in such a manner as to avoid interference with normal production. Each senior applicant, if need be, will be given a training period.

It is understood that, should an employee fail to qualify for a job, then the next senior applicant will have the next opportunity. The Company will have the discretion of advising an employee which of the above procedures they shall follow.

C. These jobs will be filled according to seniority.

- (2) It is expected under this clause that an employee shall perform the normal requirements of the job.
- (3) An employee, who receives training on a position requiring outside certification (whether by way of legislative requirement, or an industrial certification such as the Locomotive, Switch or Ultrasonic) will carry that position as number one on their preference list for a period of one hundred twenty (120) days (where an employee is trained or certified, as above, on more than one position they may choose which position shall be carried as their number one choice) following the successful completion of training as long as that position is available or in use.

6.08 In order to minimize lay-offs necessitated by changes in production, the Company will endeavour to transfer or assign employees, subject to Clause 6.07, to such work which may be available. If it becomes necessary to reduce the working forces, the Company will subject to the provisions of this section, take the following steps or

such of them as may be deemed necessary.

- (a) Eliminate or reduce overtime.
- (b) Lay off such number of probationary **and student** employees as may be necessary.
- (c) Reduce hours of work to the extent necessary to prevent further lay-offs, such reduction to be agreed upon by the parties.
- (d) Reduce the working forces in accordance with the provisions of Clause 6.09.

- 6.09
- (a) An employee with seniority who is displaced from their regular job due to a reduction in working forces, will, subject to Clause 6.07, be placed on the available job held by an employee junior to them in seniority. Placement into available jobs shall be based on the job preference procedure described in Clause 6.11.
  - (b) For the purposes of 6.09 (a), where more than one employee on a job is junior in seniority to the displaced employee being placed or assigned to such job, the employee most junior in seniority on such job shall be displaced.
  - (c) An employee who is returning to work when their job has been filled in their absence will go to a job per the job preference procedure described in Clause 6.11.
  - (d) All reasonable efforts will be taken to provide training for “A” jobs and/or where a certification is required prior to a level change.
  - (e) Employees will be held “out of seniority” to fill jobs where:
    - (i) a trade’s ticket is required.
    - (ii) ultrasonic certification level one or two is required
    - (iii) Rail Car Mover (RCM)

Employees held out of seniority to perform these jobs will then only perform that job unless operating a mini crew or the task assigned would not necessitate the recall of an employee.

Prior to and after utilizing clause 6.09 (e) (ii) the Company must post training opportunities for such positions that employees are being recalled out of seniority in.

- 6.10 All vacancies except as per Clause 6.12 shall be filled as follows:



- (a) Vacancies of one (1) shift or less are considered temporary. The Company may fill a vacancy for a temporary period with the first available employee at their discretion.
- (b) Vacancies greater than eight (8) hours but less than two weeks shall be filled:
  - (i) 42" Mill - in the following order from employees on shift:
    - (1) Senior qualified repair grinder who desires same (if available)
    - (2) Junior qualified repair grinder (if available)
    - (3) Qualified Mechanical Sweeper Operator - Forming Line only (if available)
    - (4) Qualified Grinder Cleaner Circumferential - Welding only (if available)
    - (5) Junior qualified from the rest of the mill.
  - (ii) 16" Mill - in the following order from employees on shift:
    - (1) Senior qualified from the yard who desires same (if available)
    - (2) Junior qualified from the yard (if available)
    - (3) Junior qualified from the rest of the mill.
- (c) Vacancies of more than two weeks, or vacancies expected to last more than two weeks, will be filled based on the job preference procedure described in Clause 6.11. When known, notification of such vacancies will be made with preceding workforce.
- (d) Employees will be recalled out of seniority to fill jobs where:
  - (i) a trades ticket is required
  - (ii) ultrasonic certification level one or two is required
  - (iii) Rail Car Mover (RCM)

Employees recalled out of seniority to perform these jobs will then only perform that job unless operating a mini crew or the task assigned would not necessitate the recall of an employee.

Prior to and after utilizing clause 6.09 (e) (ii) the Company must post training opportunities for such positions that employees are being recalled out of seniority in.

- (e) The Company may make a temporary appointment to any job for such period as is necessary to complete the posting (if required per Clause 6.12) and training necessary to fill vacancies. The Company will only appoint fully qualified employees to "A" jobs when making

these temporary appointments.

- 6.11 (a) The job preference procedure is:
- (i) All employees will select, in writing, ten (10) jobs (occupations) from the list of available jobs from both mills that they prefer to perform. These jobs will be listed in order of preference.
  - (ii) The job preference lists for each employee will be retained in the Human Resources Office. Employees may change their list at any time by submitting a revised list to the Human Resources Office. A master list showing all current job preferences will be generated each Tuesday with all the changes received up to 7:00am Tuesday. This master list will be used to make necessary schedule changes for the following week.
  - (iii) Whenever the operating level is changed, all employees will be re-assigned to the available jobs in accordance with the master list and Clause 6.07. A change in operating level is defined as the situation where the number of employees on a shift is doubled or reduced by half and the change exceeds ten (10) employees.
  - (iv) In the event that an employee is not assigned to any of the ten (10) jobs on their list, such employee may notify their foreman within two (2) working days of the schedule being effective that they wish to be transferred to a job other than the one to which they were assigned. Subject to Clause 6.07, such employee shall be placed on the job to which they wish to be transferred on the next posted workforce after notifying their foreman. All ten jobs on the employee's preference list must be from the available jobs as indicated on the posted operating level schedule.
  - (v) When a job is added or deleted to a shift, thus changing the shift rotation of that job, the affected employee(s) currently in that job shall be entitled to be scheduled to a job by the job preference procedure.
- (b) Posted notice will be given:
- (i) That identifies the anticipated shift and available jobs when a change in level and a change in the shift is intended. A change in shift alone will not constitute a level change.
  - (ii) Before a job is added or removed from the list of available

jobs as identified by the original or revised X's. The most current X's will be kept posted on the Company bulletin boards.

- (iii) Before the Company changes an existing job evaluation from one Labour Grade to another.
  - (iv) When unexpected vacancies occur due to the creation of a new job or termination of an employee, (for reason other than lay-off).
  - (v) Before adding a job that currently does not exist on any shift in that mill.
  - (vi) That identifies the current shift for any job is changing.
- (c) When a person is deemed by a medical professional to be incapable of performing the job to which they have been scheduled, that person will be scheduled to the job that their seniority and ability allows him to hold for the remainder of the week. With the posting of the next workforce that person will be scheduled to his job preference that his seniority and ability allow him to hold. The parties agree to meet immediately to deal with the issue and to ascertain whether a duty to accommodate situation is present.

- 6.12 (a) In the event that the Company is unable to fill "A" Jobs by preference list, the Company will place the junior qualified employee on the job who does not hold an "A" Job as per their preference list. The Company will post the job as a vacancy for two (2) working days and any employee in the plant may apply in writing within such two (2) day period. Such vacancy will be filled with the senior qualified applicant. If there are no qualified applicants the Company will train the senior applicant. If no applications are received, the junior qualified employee remains on the job to train the most junior non probationary employee in the plant. The most junior non probationary employee will be scheduled to this position on the next weekly workforce.

Once the junior non probationary employee is trained and qualified that employee remains on the job until the next opportunity provided by the collective agreement. The senior employee that was originally junior placed (JP) will go back to their preference job.

In the application of this provision, this training will be limited to a maximum of three (3) positions at any one time in any one mill. The training and any subsequent training will take place in order of seniority.

- (b) A copy of all jobs posted will be provided to the Union at time of posting. When the job is filled, the Union will be notified.
- 6.13
- (a) The Company will establish and maintain a listing of all employees who are qualified to perform all “A” and “B” jobs. An employee shall be qualified if that employee and his supervisor agree that they are capable of performing each job with normal supervision.
  - (b) A record of the employee’s qualifications will be retained on Employee Qualification Form CAM35. A copy of which will be provided to the employee. The Company will review each active employee’s qualifications once per year or upon the request of the employee.
  - (c) In order to resolve disputes regarding an employee's capability to perform a job, the following procedure will apply:
    - (i) A “Time Out” meeting will be held involving the employee, the Union, and Supervision.
    - (ii) If necessary, a trial will be provided to confirm an employee’s capabilities in areas identified in 6.13(c)(i).
  - (d) A form will be available for use by an employee if that employee wants training on a particular job. This form will include:
    - (i) One copy for the employee, one copy for the Union and one copy for the Company.
    - (ii) Provision for a response from the Company that will identify when training is to occur and the reason(s) if the employee will not be trained.
  - (e) Before any training is performed on an “A” Job, a notice will be posted.
- 6.14
- The provisions of clause 6.09 shall not apply in the case of an employee laid off work as a result of any breakdown except when the period of lay-off exceeds or is expected to exceed forty-eight (48) hours. An employee so laid off shall be placed, subject to Clause 6.07, as soon as reasonably possible, but not later than forty-eight (48) hours following the breakdown, on an available job held by an employee junior to them in seniority. The provisions of Clause 6.15 shall not apply to an employee laid off work as a result of the application of this section. Training classes may be held at the established training rate to reduce the need for lay-off.

For the purposes of this clause “breakdown” shall mean any unforeseen interruption of production necessitating a reduction of manpower and caused by:

- (a) a breakdown of equipment excluding normal maintenance or repair;
- (b) any situation such as fire, flood or storm; or
- (c) non-receipt of sufficient raw material reasonably required for production where the Company has made reasonable efforts to acquire same.

- 6.15 (a) If a lay-off is anticipated, the Company will post on department bulletin boards a notice to employees who are subject to this lay-off. A copy of this posted notice will be mailed immediately to the Union. Employees who have been advised by posted notice may be laid off work at the end of any shift after seven (7) calendar days and up to twenty-one (21) calendar days following the date of posting of the notice. The Company may post a new notice of lay-off at any time and such new notice will automatically cancel the previous notice except as such previous notice applies to an employee who was advised and is laid off work in accordance with such previous notice during the same calendar week in which the new notice is posted.

Following issue of lay-off notice, the Company shall endeavour to make five (5) days work available to each employee listed thereon. If any portion of this work is not made available, the employee shall receive pay in lieu of same.

- (b) When an employee is recalled temporarily during a period of Plant shutdown to perform work of short duration other than the production of pipe, then the Company, if the conditions are such that the work can be performed on a one-shift basis, will endeavour to make five (5) days work available to each employee. If any portion of this work is not made available, the employee shall receive pay in lieu of same. When the work is of an emergent nature so that it is necessary to schedule two or three shifts, then the Company shall provide only a minimum of eight (8) hours work or pay in lieu of same. At the time of recall the Company shall, to the best of its ability, advise each employee recalled the anticipated length of recall period. In these cases the seven-day notice shall not apply unless the working period exceeds five (5) days. In the conditions outlined above any employee qualified as a tradesman while working at a trade job will receive the regular trade rate. Tradesmen not working at their trade and all other employees involved will receive the established shutdown rate.
- (c) When an employee is recalled temporarily to perform production

work of short duration, the Company will endeavour to make forty (40) hours of work available to each employee. If less than forty (40) hours work is made available the employee shall have the right to decline recall. At the time of recall the Company shall, to the best of its ability, advise each employee recalled the anticipated length of recall period. In these cases the seven-day notice shall not apply unless the working period exceeds forty (40) hours.

- 6.16 President, Recording Secretary, Financial Secretary and Chief Steward with one (1) year or more of seniority shall be exempt during their term of office from the seniority provisions of this Agreement, in connection with lay-off on account of reduction in force only provided sufficient "B" and/or "C" category jobs as described in Clause 6.07 are available. In the event that only "A" category jobs are available, and five or less employees are scheduled to perform the work, the provisions of Clause 6.07 (1) shall apply. However, when only "A" category jobs are available, and more than five employees are scheduled to perform the work, and there is no Union Officer with the required skill and ability to perform the work on one of these jobs, one Union Officer will be retained to work in the Plant on assigned jobs at the shutdown rate. The President will normally be retained to perform this work, although if he is unavailable the job shall be filled in order, by the Financial Secretary or Chief Steward.

In the event of a recall of more than five (5) employees following a plant shutdown, and no Union Officer has seniority to work in the plant, then one Union Officer shall be recalled to work immediately. The President or his substitute, as listed above, will normally be recalled to perform this work, although if only "A" category jobs are scheduled and the President does not have the required skill and ability to perform an available job while another Union Officer is so qualified, the qualified Union Officer shall be recalled in place of the President or his substitute. All further recalls of Union Officers will take place in accordance with Clause 6.07.

No Shift Steward will be transferred without their consent while their shift is scheduled. Where there is more than one Shift Steward in a department, and the department is scheduled to operate on more than one shift, the Company will endeavour to schedule them onto different shifts.

- 6.17 The Company and the Union agree that only an employee who is transferred from the Bargaining Unit to a job outside the Bargaining Unit shall have the right to revert to the ranks of the Bargaining Unit with the same seniority basis as that which they would have occupied if they had not been transferred outside of the Bargaining Unit provided they do so prior to three hundred and sixty five (365)

cumulative calendar days absence from the bargaining unit. If the Employee does not return within the three hundred and sixty five cumulative calendar days, it shall result in the employee being removed from the seniority list and forfeiting all rights to revert back to the ranks of the Bargaining Unit.

Any employee who attains the position of General Foreman or higher shall immediately be stricken from the seniority list and shall forfeit all rights to revert back to the ranks of the Bargaining Unit.

The time frame referenced above shall begin May 24<sup>th</sup>, 2012.

- 6.18 In the event that changes in the methods of operation or a technological change will result in a displacement of employees, the Company will review such changes with the Union prior to the implementation of the seniority provisions of the Agreement.

## **SECTION 7 SPECIAL LEAVES OF ABSENCES**

- 7.01 (a) The Company agrees to grant and indefinite leave of absence without pay, pension accrual and benefits to and employee elected or appointed to a position with the Labour movement when requested by the Union to do so.
- (b) Such employee's seniority shall accumulate during his leave of absence. In the event that an employee on leave of absence returns to the Plant, they shall be reinstated in their former job or its equivalent and be given the benefit of all wage increases and other benefits which may be accrued during their absence.
- 7.02 (a) Subject to the needs of the operation, the Company will provide leaves of absence, without pay, when the Union so requests upon five (5) days written notice to attend to legitimate and official business of the Union. It is understood that such leave will not be extended to more than two (2) employees from any one department on any one shift or two (2) from any one mill on any one shift.

For the purpose of administering Clause 7.02 (a), Finishing & Inspection will be considered to be separate departments.

- (b) Subject to the needs of the operation, the Company will provide leaves of absence, without pay, when the Union so requests upon five (5) days' written notice, not to exceed five (5) employees for the purpose of conducting the regular monthly Union meeting. It is understood that such leave will not be extended to more than two

(2) employees from any one department.

When a mill is operating on five (5) turns, the Company will not schedule any overtime on the days originally scheduled in January of that year for the 10 Local 551 General Meetings.

(c) The Company agrees to provide unpaid leaves of absence to members of the Union's negotiating committee.

7.03 On a quarterly basis, the Union may request leaves for up to ten (10) employees to attend Union weekend school. Such request will be given two (2) weeks in advance.

7.04 Upon reasonable notification, the Company will provide a leave, without pay, to the President of the Union or their designate, to attend the funeral of an EVRAZ Camrose Works employee or retiree.

7.05 Paid Education Leave

The Company agrees to make a \$1,500 contribution once per year, for the length of the agreement, for the purpose of providing Paid Education Leave. Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid into a trust fund established by the National Union, UNIFOR-Canada and sent by the Company to the following address:

UNIFOR Paid Education Leave Program  
C/O UNIFOR-Canada  
205 Placer Court  
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leave absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

## **SECTION 8 HEALTH AND SAFETY**

8.01 The Company is committed to maintaining a safe and healthful workplace for all employees. The Union is committed to work with the Company to help it achieve this objective. We believe that no



job is so urgent and no production schedule so rigid that we cannot take time to do our work safely. The goal is to establish a healthy and accident free workplace with a commitment by the Company, the Union and all employees to this end. Collectively, the Union and Company encourage employees to work safely by maintaining adequate sanitary facilities throughout the plant, by ensuring the effective presence of safety devices and safety rules in accordance with the standards set out by laws of Alberta and/or Canada, and by encouraging input and suggestions for further improvement through the Joint Health & Safety Committee and through daily one on one contact.

#### 8.02 Joint Health and Safety Committee

- (a) The Company and the Union agree to maintain a Joint Health and Safety Committee. The Union representation on this Committee shall be five (5) members chosen by the Union. The Company shall be represented on this committee by an equal number of persons appointed by the Company. The Committee shall have two (2) co-chairpersons, one appointed by the Union and one appointed by the Company. Either of these co-chairpersons may appoint an alternate to act in their absence.
- (b) The Committee will meet at least monthly to review health and safety issues, and, as appropriate, recommend actions to improve the effectiveness of the safety and health programs. An agenda for such meeting will be prepared by the co-chairpersons and given to each committee member at least three (3) working days in advance of the meeting. Such agenda will include any unresolved matters from the preceding meeting, any new items previously discussed by a Union safety representative and the appropriate department manager, and a review of all accident reports received since the prior meeting. The Union Health & Safety Committee will be permitted the use of the conference room for 15 minutes prior to the regular monthly meeting. Minutes of these meetings will be posted on plant bulletin boards.
- (c) On a monthly basis, the committee shall appoint two individuals (one Union and one management member) to perform a safety inspection in the 42" Mill and in the 16" Mill, when these mills are operating. (This may involve a separate inspection team for each mill). These inspections shall include not only observation of building conditions, machinery, tools and other equipment, but also observation of work methods and practices, and a review to ensure that appropriate training is provided. A written report of each inspection shall be submitted to the committee as a whole. This report shall include a listing of significant safety achievements/improvements, as well as a list of any unsafe

conditions or actions found during the inspection. Responsibility for correcting any unsafe conditions or practices and due dates for accomplishing such corrections shall also be noted on the report. These inspections are not intended to be a substitute for each person's daily attention to safety matters, but rather to serve as protection against overlooking the familiar.

- (d) On an annual basis the results of the “Partnerships” audit will be shared with members of the Joint Health and Safety Committee. Active employees will have input in accordance with the current audit protocol.

- 8.03 All accidents, no matter how minor, and significant near misses must be reported promptly to supervision for investigation. Where there is a medical aid case, lost time accident, or serious incident an initial investigation should be completed within 24 hours, the Union and Management co-chairpersons of the Health & Safety Committee and/or their designates shall attend the initial investigation and any follow-up investigation. Participation in the process by all employees directly involved in the accident or near-miss is vital to its success. The investigation will determine who, what, where, when and how an accident occurred in order to help prevent others from being hurt by similar occurrences.
- 8.04 The Joint Health and Safety Committee shall receive copies of all accident and near-miss investigations, meeting minutes, Medical Assistance Record reports, industrial hygiene test results, results of the joint audit of the health and safety program, and copies of the written record of the investigation resulting from the work refusal due to the “existence of imminent danger” in a timely manner.
- 8.05 Upon reasonable request, Health and Safety Committee members shall be given sufficient time without loss of pay to perform the duties of a Committee member as described in Health and Safety Section of the Collective Agreement. Any duties, including meetings or committee investigations, directed by the Joint Health and Safety Committee outside the workplace or outside of their regular working hours shall be paid at their job rate and at straight time.
- 8.06 The Company shall ensure that all new employees are individually informed of their right to refuse work which may harm them or any person. The Company shall post the relevant sections of the Occupational Health and Safety Act of Alberta in both mills.
- 8.07 No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act, its regulations and codes of practice and

environmental laws, regulations or codes of practice.

- 8.08 On April 28<sup>th</sup>, or the nearest working day thereto, the Company shall fly the flag at half mast and inform employees that it is in recognition of the National Day of Mourning to commemorate those individuals who lost their lives and/or were injured while on the job.
- 8.09 (a) The Company and the Union agree that the facility manager and the President of the Union or their designates will make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee.
- (c) Any alteration in seniority shall only be considered as a final resort after all other avenues within the bargaining unit have been duly considered by both parties. In situations involving lay-off or recalls from lay-off, the provisions of the seniority clause will have priority over any special arrangements that may have been established to accommodate disabled employees.

## **SECTION 9 HOURS OF WORK AND OVERTIME**

- 9.01 The parties hereto have mutually agreed upon the standard hours of work for each department, conditions governing overtime work and penalties for being late.
- (a) This section is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of work to any employee for such hours or any other hours.
- (b) For the purposes of this Section, a day shall be the twenty-four (24) consecutive hour period beginning with the start of the employee's shift.

It is not the intention of the Company to regularly change the start and end times of a shift. It is the intent of the Company to properly schedule the mills in the most efficient manner in order to meet

customer expectations.

Prior to changing a shift pattern, the Company agrees to meet and discuss the changes so as to provide the Union the opportunity to propose alternate suggestions.

- (c) Overtime payments shall be made on the basis of either daily or weekly overtime hours worked but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked.
- (d) The standard workweek shall be one of forty (40) hours. Time and one-half shall be paid to all workers for all hours worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week or the first four (4) hours on Saturday. Double time shall be paid for all time worked in excess of eleven (11) hours per day or forty-four (44) hours per week or all hours worked in excess of four (4) hours on Saturday and for all hours worked on Sunday. Saturday and Sunday premiums would be paid once the equivalent regular hours have been worked.

Hours that would be considered as regular hours worked for calculation of overtime would include approved paid vacation, statutory holidays and situations covered under articles; 6.14, 7.01, 7.02, 7.03, 13.01, 13.02, health appointments with supporting documentation of attendance no more than two (2) times per year or reasons approved by the Director of Operations or Human Resources Manager.

- (e) Overtime at the applicable rate will be paid for all hours worked on regularly scheduled day or days off. It is agreed that in the event of a major breakdown or a shortage of work which necessitates the rearranging of shift schedules over those that are regularly scheduled, overtime rates will not be paid if it is necessary because of the above, to allocate the employees to another shift for the balance of the particular week.
- (f) The scheduling practices now in effect at the plant shall remain in effect, except for 9.01 (b) or by mutual agreement. Notice of weekend work and the department schedule for the following week will be posted two (2) hours before the end of the day shift Thursday. The company will give at least two (2) hours' notice when daily overtime is expected otherwise employees may refuse such overtime. In the event of unforeseen changes to operational demands, revisions will be posted as soon as finalized. The provisions of this clause does not apply to emergent work requiring maintenance activities.

- (g) The penalty for lateness shall be in units of tenths of an hour.
- (h) When an employee works more than two point two (2.2) hours overtime following a regular shift of eight hours, they shall be supplied with a hot meal. The Company will make every effort to supply meals under the above circumstances. In exceptional cases, when this is impractical, a meal allowance in the amount of \$14.00 will be provided.

An employee who works beyond twelve (12) hours in a day due to an unforeseeable or unpreventable emergency (as defined by Alberta Employment Standards), or the Union and the Company agree to a permit authorizing extended hours of work beyond twelve 12 hours, shall receive a hot meal after such twelve (12) hours of work.

- (i) The Company shall divide overtime work as equitably as practicable among those employees performing the same work. In the event that an insufficient number of employees within the department accept the offer to work overtime the Company will assign the required number of employees to such overtime work in order of seniority (beginning with the junior most employee). Such assignments will be made from amongst those employees within the department who have declined the offer to work overtime. Employees so assigned will be considered to have been scheduled and required to work. In the event that all employees within a department are required to work overtime such overtime will be considered scheduled and required to be performed.
- (j) Where meetings which involve employees from more than one shift are scheduled outside of an employee's regular schedule, such meetings shall be subject to the existing overtime rules.
- (k) The Company agrees to schedule a "15 turn" operation on a Days/Nights/Afternoons pattern.
- (l) An employee may decline daily overtime if it is not on a job that they had been scheduled to perform on that day.

## **SECTION 10 STATUTORY HOLIDAYS**

- 10.01 (a) An eligible employee shall receive a Statutory Holiday Allowance for each legal holiday hereinafter listed without being required to render service on that day. The holidays to which such allowance shall apply are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving

Day, Remembrance Day, Christmas Day, Boxing Day.

- (b) In addition to such legal holidays, eligible employees shall receive a Statutory Holiday Allowance for one (1) Floating Holiday. The day on which this holiday will be observed will be decided by Agreement between the parties. However, in the event that an additional legal holiday is established, the Floating Holiday will be observed on the date of such legal holiday. If this holiday has not been scheduled by April 1<sup>st</sup>, the Company will offer four (4) alternate dates and the Union will choose one of these dates prior to April 30<sup>th</sup>. If this statutory holiday has not been scheduled by April 30<sup>th</sup> the Company will schedule the holiday.
- (c) An employee is eligible for the payment if they have thirty (30) days or more continuous service with the Company and has worked their regular shift upon the working day preceding such holiday and also their regular shift upon the first working day succeeding such holiday. However, payment for the holiday will be made if the employee worked during the week but is absent on the above days due to illness, death in the immediate family, jury duty, being subpoenaed as a witness in a matter in which the employee or their immediate family are not a party, or if they have been home during the week in which the holiday occurs for lack of work or if they have obtained prior permission from their supervisor to be absent. In the event that the employee is unable to contact supervision in their department they may contact the Security Guard to assist the employee in contacting supervision.
- (d) Employees will not be paid for legal holidays if they are absent from work more than fifteen (15) days before the holiday and/or fifteen (15) days after the holiday due to illness or other reason.
- (e) If an employee is laid-off during the fifteen (15) day period prior to a Statutory Holiday, they will not lose the Statutory Holiday Allowance solely by reason of the fact that they are unable to comply with the fifteen (15) day provision following the holiday because of such lay-off.
- (f) An employee who is required to work between the hours of 7 a.m. on such holiday to 7 a.m. of the day following will, in addition to the above allowance, be paid for the time worked at time and one-half their rate of pay as outlined under Clause 9.01.
- (g) The Statutory Holiday Allowance for each eligible employee shall be eight (8) times the average straight time hourly rate earned by them the preceding pay period.
- (h) For the purpose of this Section whereby Statute some other day is

declared to be observed instead of the above legal holidays, the Company will recognize such other day as the legal holiday.

## **SECTION 11 CALL IN AND REPORTING**

- 11.01 (a) Employees who are scheduled and who report for work and who do not receive notice of the shift cancellation shall be offered four (4) hours work at their job rate in the event no work for which they were scheduled is available. At the discretion of the Company, the employees scheduled or notified to report may be assigned to other work for which they may be qualified in lieu of their being released. If any employee is assigned to a higher rated job, they shall be paid the higher rate. Should an employee be assigned to a lower rated job, then such employee shall receive the rate for the job they were originally scheduled for.

Employees must provide a primary phone number. It is the employee's responsibility to keep this contact current at all times with the local Human Resources office.

- (b) Employees who are scheduled and report and actually begin work on the job for which they are scheduled at the start of a turn and through no fault of their own work less than four (4) hours shall be paid for a minimum of four (4) hours at their job rate. If the employee works only a part of this four (4) hours, the unworked part shall be considered as allowed time and shall not be included in overtime calculation. In the event the employee works any portion of the next four (4) hours on their regularly scheduled job, they shall be paid at this job rate for all hours worked on this or any lower rated job. An employee who does not work any portion of this second four (4) hour period on their regularly scheduled job shall be paid for all hours worked at the rate of the available job to which they were assigned.
- (c) An employee temporarily replaced on their regular job at the discretion of the Company and temporarily assigned to other work shall be paid for this period an amount equal to the higher of the two job earnings for a minimum of two (2) hours pay. It is not intended that this paragraph shall be used contrary to the seniority provisions of this contract.
- (d) The foregoing payments, Paragraphs (a), (b) and (c) shall be either at the regular or overtime rates depending upon whichever pertains in accordance with the provisions of this Clause.
- (e) The provisions of Paragraph (a), (b) and (c) will not apply in the

event that strikes, stoppages of work due to labour disputes, climatic conditions, or any other conditions where the Union officials or men, without prior consultation with the Company, decide not to work. If the stoppage of work in a department, as outlined above, affects other departments, the Company will comply with Paragraphs (a), (b) and (c) insofar as these departments are concerned provided that the Company is able to continue the necessary operations to insure work for those employees remaining on their job. The Union will undertake to give the Company four (4) hours notice as to when normal operations can be expected to resume. If the Union gives the Company such notice the Company will then comply with the provisions of Paragraphs (a), (b) and (c).

- (f) An employee called from home by the Company to perform work of an emergent nature shall receive two (2) hours pay at straight time hourly rates plus one and one-half times their straight time hourly rate for all hours worked outside their regularly scheduled hours as overtime pay. It is agreed that a minimum of four (4) hours pay at straight time rates shall be paid for an emergency call-in.

Emergent is defined as a situation which requires an immediate solution. Subject to fitness for duty, in emergent situations where an immediate solution is required, an employee called will be required to report for duty until such situation has been resolved.

The Company agrees, wherein an employee is called into work in accordance with Section 11 of the Collective Agreement, such employee will be permitted to drive in from the main gate to the designated parking area.

- (g) An employee called from home by the Company to perform work outside of their regular scheduled shift that is not of an emergent nature as defined above in Clause 11.01 (f) shall not be subject to the above clause.

**Planned Shutdowns or Major Breakdowns:**

- 11.02 All employees working in the plant during a planned shutdown or a major breakdown shall receive their job rates during this period except as provided for under Clause 6.15 (b).

**SECTION 12  
VACATIONS**

- 12.01 The vacation schedule shall be as follows based on service at January 1st of each year:



- (1) 2 weeks starting with the calendar year in which your 2<sup>nd</sup> service anniversary occurs.
- (2) 3 weeks starting with the calendar year in which your 5th service anniversary occurs.
- (3) 4 weeks starting with the calendar year in which your 9th service anniversary occurs.
- (4) 5 weeks starting with the calendar year in which your 15th service anniversary occurs.
- (5) 6 weeks starting with the calendar year in which your 22nd service anniversary occurs.

Employees with less than one year of service at January 1 following the year of their hire shall be entitled to one (1) day of vacation per calendar month of employment prior to December 31 in the year of their hire up to a maximum of ten (10) days. In determining a month of service for the purpose of vacation accrual in the year of hire, the employee must be hired prior to the 15<sup>th</sup> of that month to accumulate a day for their first month. (For example an employee hired on November 12<sup>th</sup> would be entitled to two days of vacation in the year following his hire)

Any employee hired prior to the signing of the collective agreement will be entitled to seven (7) weeks of vacation starting in the calendar year in which your 30<sup>th</sup> anniversary occurs.

Accumulation of service credits for the purpose of this Clause 12.01 shall not continue beyond the following periods of time except with the written approval of the Company.

- (1) Non-Occupational Disability -  
The date on which an employee is medically certified to be permanently disabled or two (2) years from the commencement of disability.
- (2) Occupational Disability -  
The date on which weekly compensation payments terminate.
- (3) Leave of Absence -  
One (1) year.

- 12.02 When a paid legal holiday occurs during an employee's vacation, they shall receive an extra day's vacation.
- 12.03 The vacation ~~season~~ year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Vacation will, so far as possible, be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company.
- 12.04 Vacation Requests received prior to or on November 15<sup>th</sup> for the period of January 1<sup>st</sup> to April 30<sup>th</sup> of the following year will be allotted by seniority and responded to by the company in writing by Dec 1<sup>st</sup>.

Vacation requests received after November 15<sup>th</sup> for the period of January 1<sup>st</sup> to April 30<sup>th</sup> will be allotted on a first come first serve basis. The company will respond in writing by as promptly as possible.

Vacation requests received prior to or on March 15<sup>th</sup> for the period of May 1<sup>st</sup> to December 31<sup>st</sup> will be allotted by seniority and responded to by the company in writing by April 1.

Vacation requests received after March 15<sup>th</sup> for the period of May 1<sup>st</sup> to December 31<sup>st</sup> will be allotted on a first come first serve basis and responded to by the Company in writing as promptly as possible.

The Company and the Union have agreed to written "Vacation Request" forms for use by employees.

The Company has the privilege, on thirty (30) days' notice, to close down the entire plant for any two-week period in order to complete vacation schedules. The Union requests that, if it can possibly be arranged, for planning purposes for the outage that preference be given to the months of July and August.

- 12.05 Vacation wages will be paid in advance for full weeks of vacation if requested seven (7) days in advance of vacation.
- 12.06 Vacation pay for each week of vacation will be 2% of the employee's gross earnings during the preceding calendar year.
- 12.07 (a) An employee shall receive an additional vacation payment equal to a percentage as provided below of the appropriate amount calculated under Clause 12.06 in respect to the length of vacation they are entitled to under Clause 12.01 depending upon the month when each such week of their vacation entitlement is taken. This payment is only applied to vacation that is booked and does not apply to vacation pay taken in lieu of time or vacation that is back booked.
  - (i) During the months of January, February, March, April, May, June, September, October, and November - 30%.
  - (b) The appropriate payment as provided above for each week of vacation entitlement will be determined on the basis of the month in which the first scheduled day of such week of vacation is taken.
- 12.08 (a) Posted notice will be given prior to the end of the day shift Wednesday of each week as to the vacation schedule for the remainder of the year. The posting will identify employees with approved vacation, vacation weeks available and the next three (3) employees who have requested the same allotment and who are next in line for the weeks available. In case someone cancels their vacation for that week it must be cancelled, in writing, by the end of their shift on Monday or sooner. Failure to cancel Monday means the employee will remain on vacation. Any changes in vacation schedule will be posted as soon as possible. The affected employee will be notified.

12.08(b) Posted notice will be given on Monday (Tuesday if Monday is a Statutory Holiday) when the allotment for any week has been increased or becomes available. Employees will submit their request by the end of day shift the following day and the vacation will be allotted by seniority. Approval or denial of the vacation will be given in writing by the end of day shift on Wednesday.

12.09 The company agrees to provide employees with their accrued year's vacation pay or a portion of, upon receipt of a written request up to two (2) times per year. Requests will be on an approved form provided by the company and must be in either full week blocks of at least 40 hours or for all remaining vacation available. This payment will be made on the next available pay period following the receipt of the request. Vacation time for the period(s) taken will still be available to the employee but at no pay.

*(For example, if an employee is eligible for 3 weeks of vacation and takes 40 hours of pay they would have 1 week remaining at no pay and 2 weeks remaining at their calculated hourly rate as established in clause 12.06. The paid vacation would always be used first)*

### **SECTION 13 MISCELLANEOUS LEAVE**

13.01 Jury Duty -  
When an employee is selected for Jury Duty or as a subpoenaed Crown Witness, the Company agrees to make up the difference between the Jury or Witness pay and their normal average earnings. This is only when they are on actual Jury or Witness Duty certified by Court Officials. When they are not required for actual Jury or Witness Duty, they are obliged to report for work as soon as possible and work the balance of their regular shift. If they lose any money due to this latter instance, their pay will be made up in a like manner.

13.02 Bereavement Leave -  
In the event of the death of certain immediate relatives (as outlined below), leave of absence will be granted the bereaved employee to attend the funeral or memorial service. Such employee will be paid for time actually lost from work for which they are scheduled up to a maximum of either five (5), three (3) or one (1) days (depending upon relationship to the deceased, as outlined below) during the period from the time of death through the day after the funeral, inclusive, at the same rate as shown each year in the Statutory Holiday clause. In the event that such employee is unable to attend the funeral, they will be paid up to a maximum of one (1) day. In no case will an employee be paid bereavement leave for hours which they would not have worked had the bereavement not taken place. Payment will be made upon application to the Human

Resources Office and satisfactory evidence of such death.

- Up to 5 days may be granted where the death involves the employee's father, mother, brother, sister, spouse, son or daughter or grandchild.
- Up to 3 days may be granted where the death involves the employee's mother-in-law, father-in-law, grandmother, or grandfather.
- Up to 1 day may be granted to attend the funeral or memorial service where the death involves the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, spouse's grandmother or spouses' grandfather.

The above includes all common law equivalents provided the employee has co-habited with such spouse for one (1) or more years.

An employee who is on a vacation shall receive the bereavement leave they are entitled to and their approved vacation day(s) will be cancelled and remain available under the terms of the Collective Agreement.

Should an employee request an unpaid leave to extend their Bereavement Leave to a full week, it shall be granted.

13.03 Subject to the needs of the operation, employees will be granted an unpaid leave of absence of up to thirty (30) days after all annual vacation has been used. It is understood that all benefit premiums will be prepaid by employee prior to commencing their leave of absence. On commencement of leave Weekly Indemnity and Long Term Disability coverage will terminate until employee actively returns to work.

13.04 Upon request, the Company will grant an unpaid ten (10) week parental leave as an extension to Maternity Leave.

#### **SECTION 14: WAGES**

14.01 The following wage scales shall apply for the term of this Agreement:

Labour Grade	Effective March 4/18	Effective March 3/19
1	27.91	28.47
2	28.06	28.62
3	28.31	28.88

4	28.55	29.12
5	28.87	29.45
6	29.16	29.74
7	29.62	30.21
8	29.92	30.52
9	30.44	29.06
10	30.93	31.55
11	31.42	32.05
12	32.07	32.71
13	32.87	33.53
Trades	38.03	38.79

Special:

Shutdown Rate LG 5

Allowance Rate LG 2

Changeover Rate LG 5

Any employee hired after May 31, 2017(excluding all trades and maintenance positions) will be paid in accordance with the following schedule:

0 to 1040 hours worked	70% of the labour grade held
1041 to 2080 hours worked	75% of the labour grade held
2081 to 3120 hours worked	80% of the labour grade held
3121 to 4160 hours worked	85% of the labour grade held
4161 to 5200 hours worked	90% of the labour grade held
5201 to 6240 hours worked	95% of the labour grade held
6241 or more hours worked	100% of the labour grade held

This excludes students and skilled trades workers. In the event of recruiting difficulties the Company may waive the provisions of this article.

14.02 For hours worked on the second shift there shall be paid a premium rate of forty (40) cents per hour. For hours worked on the third shift there shall be paid a premium rate of fifty (50) cents per hour.

An additional fifteen (15) cents per hour shift premium will be paid to those employees working in a department on a shift when more employees are scheduled to work that shift than on the day shift in that department.

14.03 The second shift shall cover hours regularly worked as a shift between the hours of 3:00 p.m. and 1:00 a.m. The third shift shall cover the hours regularly worked as a shift between the hours of 11:00 p.m. and 9:00 a.m. Such shift premium shall not be taken into account when calculating overtime.

- 14.04 The appropriate Labour Grade Job Rate for each job shall be paid to any employee during such time as the employee is required to perform such job, except as otherwise provided in this Agreement.
- 14.05 An employee, who during a plant shutdown, is assigned to a job, other than a trade job, which is required to be performed for other than the production or manufacture of pipe, shall be paid the applicable Special Shutdown Rate of all hours worked on such job.
- 14.06 An employee, who is not required to perform their regular job during a mill changeover in the 42" Mill and who is assigned to assist in the replacement, installation and adjustment of tooling and equipment on other than their regular job during the changeover, shall be paid the applicable Changeover Rate for time worked during the period they are so assigned.
- 14.07 The Company agrees to pay an employee who is training another employee one (1) dollar per hour above their pay rate for all hours spent as the assigned trainer.

## **SECTION 15 TERMINATION OR MODIFICATION**

- 15.01 This agreement shall continue in effect until the 31<sup>st</sup> day of January, 2020, and unless either party gives notice in writing to the other party that amendments are required then it shall continue in effect from month to month until such notice is given.
- 15.02 Notice that amendments are required or that either party intends to amend the Agreement may only be given ninety (90) days prior to the expiration of the agreement or any time thereafter.
- 15.03 When notice has been served, the parties, not more than thirty (30) calendar days after this notice has been served, or at a mutually agreed to date, shall meet to exchange proposals and commence bargaining for a renewed collective agreement or within any longer time period upon mutual agreement of the parties.

## **SECTION 16 APPENDICES**

- 16.01 Annexed hereto and forming part of this Agreement are the following:

**APPENDIX "A"**

Schedule of Stewards for each department will be as follows:

Department	Steward Representation
42" Mill	
Forming	One (1) Steward per shift
Welding	One (1) Steward per shift
Finishing & Inspection	One (1) Steward per shift
Shipping & Yard	One (1) Steward per shift
Maintenance	One (1) Steward per shift
16" Mill	
Forming	One (1) Steward per shift
Finishing & Inspection	One (1) Steward per shift
Shipping & Yard	One (1) Steward per shift
Maintenance	One (1) Steward per shift

**APPENDIX "B"**

**SCHEDULE OF SENIORITY CATEGORIES**

Labour Grade	ERW MILL JOBS	Seniority Category
1	Janitor	C
2	Mill Labourer	C
3	Yard Labourer	C
	<b>Repair Bay Op NEW Name</b>	<b>B</b>
4	Torch Cut-off Op.	B
	Hydrotester Helper <b>NEW Name</b>	C
	Loader (Rail) <b>New</b>	<b>C</b>
	Loader (Truck) <b>NEW</b>	<b>C</b>
	H.F. Grinder/Spare	B
5	Uncoiler Op.	B
	Flying Cut Off Op. <b>NEW Name</b>	B
	Measurer and Stenciller	B
	Manual Straightener Op. <b>NEW Name</b>	B
	Crane Op. (Finishing)	A
	Crane Op. (Shipping)	A
	Fork Truck Op (Yard)	A
	Loader Ass't./Carrier Operator	B
	Shutdown Labourer	C

	Car Preparer <b>NEW</b>	<b>B</b>
6	Tally Person B Crane Op. (Mill Line) Beveller Op. <b>NEW Name</b> Inspector-Crusher	A B B
7	Inspector Mill Line B	
8	Inspector Final A A Slitter Op.	B
9		
10	H.F. Welder Helper	A
11	16" Mill Tool Person Hydrotest Operator Ultrasonic Level I	A A A
12		
13	H.F. Welder Op. Ultrasonic Level II	A A
Labour Grade	DSAW MILL JOBS	Seniority Category
1	Janitor Mech.Floor Sweeper Op/Forming Spare <b>NEW Name</b> Flux Cleaner Op.	C B
2	Expander Helper Finishing Floor Coordinator (North) <b>NEW Name</b> Mill Labourer	B B C
3	Outside Welder Helper Grinder Cleaner Circ./Welding Spare <b>New Name</b> Yard Labourer	B C C
4	End Grinder B Repair Grinder Torch Cut-Off Op. <b>Loader (Truck) NEW</b>	B B C
5	Squaring Mill Op. <b>80 Ft. Measurer and Stenciller NEW Name</b> Car Preparer Facing Mill Op. Fork Truck Op. (Mill) Crane Op. (Shipping)	B B C B A A



	Fork Truck Op. (Yard)	A
	Shutdown Labourer	C
	Rail Car Mover (RCM) <b>NEW Name</b>	A
	Finishing Floor Coordinator (South) <b>New Name</b>	B
	<b>Loader (Rail) NEW</b>	<b>C</b>
6	Inside Welder Op.	B
	Crane Op. (Skelp Bay)	A
	Plate Stocker	B
	Tally Person	B
	Pre Inspector	B
7	Slitter-Preformer Op.	B
	Outside Welder Op.	B
	Inside Welder Op. (Circum.)	B
	Weld Preparer	B
8	“O” Press Operator	A
	Outside Welder Op. (Circum.)	A
	Shot Blaster Op.	A
	Inspector ID/OD <b>NEW name</b>	A
9	Mig Tackwelder Operator	A
10	Expander Op.	A
11	Ultrasonic Level I	A
	<b>Inspector Level I NEW</b>	<b>A</b>
12		
13	Ultrasonic Level II	A
	<b>Inspector Ultrasonic Level II NEW</b>	<b>A</b>
<b>Trades ERW/DSAW</b>		
	Electrician	A
	Millwright	A
	Welder	A
	Heavy Duty Mechanic	A
<b>ERW – Dormant Jobs</b>		
	Inspector Helper (Mill Line) (LG2)	B
	Rotary Straightener Operator (LG7)	B
	Oiler Maintenance Helper (LG8)	A
<b>DSAW – Dormant Jobs</b>		
	Pre Inspector Grinder (LG5)	B
	Mig Tackwelder Helper (LG7)	B
	Oiler Maintenance Helper (LG8)	A
	Maintenance Welder (LG 12)	A
	Repair Welder (LG10)	A
	Inspector Helper (Final) (LG2)	B

**APPENDIX "C"**  
**JOB EVALUATION PROGRAMME**

1. The Job Evaluation Programme, which was implemented by agreement of the parties on February 10, 1970, shall continue in effect during the term of this Collective Agreement.
2. The Job Evaluation Plan dated June 1, 1960, as amended January 1, 1990, (hereinafter referred to as "the Plan") which is attached hereto as Schedule 1, has been agreed to by the parties and will be the sole basis for the evaluation of all jobs performed by bargaining unit employees at the Company. The Plan as such may not form the subject of a grievance nor shall it be arbitrable.
3. Each job in effect as of the date of the Collective Agreement has been evaluated in accordance with the plan and each such Job Evaluation has been agreed to. Attached hereto as Schedule 2 is a list of all such jobs showing their agreed to assigned Labour Grade.
4. Attached hereto as Schedule 3 is a list of Benchmark Jobs which have been agreed to by the parties. Such Benchmark Jobs will be used, together with the Plan, for the purpose of determining the proper ranking relationship and job factor comparison of new or changed job evaluations. A Benchmark Job may not be the subject of a grievance nor shall it be arbitrable.
5. The responsibility for the evaluation of any job will continue to be vested in the Company and such evaluation will continue to be made consistent with and conforming to the provisions of the Programme.
6. The agreed to Job Evaluation for each job and others subsequently agreed upon shall continue in effect and will not be subject to appeal, except as hereinafter provided.
7. When the Company implements a new Job Evaluation or changes an existing Job Evaluation from one Labour Grade to another, the Company will send the Union a copy of a new Job Identification and Evaluation and inform the Union of the effective date of implementation or change.
8. In the event that the Union disagrees with the Company's evaluation of such new or changed job, it may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below, within thirty (30) days following the date the new Job Evaluation was sent to the Union.

9. In the event that the Union alleges that the Company has changed the primary function or the content of the work as contained in the Job Identification of an existing job to the extent that the Job Evaluation should be changed, the Union may file an appeal procedure as provided in paragraph 10 below.
10. (a) The Chairman of the Union Job Evaluation Committee will file in writing with the Chairman of the Company Job Evaluation Committee any appeal being processed in accordance with paragraphs 8 and 9 above. Such written appeal shall specify the factors of the new job evaluation which are disputed, the proposed degree rating for each disputed factor claimed by the Union and giving reasons for such claim. Any Benchmark Job or other agreed to jobs being relied upon by the Union to support their claim shall be listed and reasons given.
- (b) Upon receipt of such appeal, the Chairman of the Company Committee will establish with the Union Committee Chairman, a meeting date within thirty (30) days or such other period as the Chairman may agree. The Company and Union Committee will meet to discuss and attempt to resolve such disputed Job Evaluation.
- (c) In the event that such appeal is not resolved by the Committees, the Company Chairman, within thirty (30) days following the date of the meeting, will send the Union Committee Chairman an answer in writing.
- (d) If the Company's answer is not satisfactory, the Union may, within thirty (30) days following the date of the Company's answer, refer the appeal to Arbitration as described in the Collective Agreement.
- (e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Appendix nor to adjudicate any matter not specifically referred to in the written appeal filed under the provisions of paragraph 10(a) above and the authority of the Arbitration Board shall be limited to:
- (i) confirming the job evaluation of the Company, or
  - (ii) assigning a revised ranking if the Board determines that the job was improperly ranked as a result of inconsistent application of the Plan and the disputed Job Evaluation does not bear a proper ranking relationship to other undisputed job evaluations, or Benchmark Jobs, in which event the provisions of paragraphs (f) and (g) below shall apply.
- (f) In the event a job evaluation is changed from one Labour Grade to

another by agreement between the parties or by decision of the Arbitration Board and such change in Labour Grade results from an appeal filed under the provisions of:

- (i) paragraph 8 above, the revised Labour Grade for such job shall become effective on the date specified by the Company in paragraph 7;
  - (ii) paragraph 9 above, the revised Labour Grade for such changed job evaluation shall become effective ten (10) days prior to the date of receipt of the Union's written appeal.
- (g) Any employee, who has occupied a job for which the Job Evaluation is revised in accordance with the above provisions, shall be paid the applicable Job Rate for the Labour Grade to which the job is assigned retroactively to the effective date specified in paragraph (f) above, provided that the revised Labour Grade is higher than the Labour Grade assigned by the Company.

11. The Union may select three employees to act as its Job Evaluation Committee, one of whom will be designated as Chairman. Each such member of the Union Committee will be paid at their straight time Labour Job Rate for hours spent at meetings scheduled by the Company under the provisions of paragraph 10 (b) above. The Chairman of the Union Committee, or in their absence, another member of the Committee will be allowed access to any department to observe a job whose Evaluation has been sent to the Union in accordance with paragraph 7 or has been appealed by the Union in accordance with paragraph 9, provided the employee member notifies the General Manager of the department in advance and does not interfere with production.

12. In the event that a Benchmark Job changes from one Labour Grade to another, the job shall be deleted from the list of Benchmark Jobs and the provisions of paragraph 7 and 8 shall be applied. For every job which is deleted from such list, the parties will select another job to be added to such list, such other job to be selected on the basis that it is representative and comparable to the former Benchmark Job and the Labour Grade for which it was selected.

#### **APPENDIX "D"** **BENEFITS INSURANCE**

Details of the plans for medical, dental, prescription drug, life and long term disability insurance are contained in the Agreement for an Insurance Program. The level of benefits of the Agreement for an Insurance Program in effect on the

effective date shall not be changed during the term of this agreement without the consent of both parties.

The Company will continue to provide an EFAP program in its current form.

The Company will provide a Health Spending Account of \$350 per employee per year to be used to offset the cost of massage therapy, chiropractic and physiotherapy only. This HSE is available to the employee only.

## **APPENDIX "E"** **PENSIONS**

Details of the plan are contained in the Agreement for a Pension Plan. The level of benefits of the Agreement for a Pension Plan in effect on the effective date shall not be changed during the term of this agreement without the consent of both parties.

Below is a basic overview of the plan amounts subject to the plan rules and text.

1. Determination of Amount

(a) Regular Pension for Employees on staff as of May 25, 2012:

Effective February 1, 2018 –

Basic benefit of forty-six (\$46) dollars for all service subsequent to February 1, 2018. Basic benefit of forty-three dollars (\$45) for all service prior to February 1, 2018. Employee's Credited Service shall not exceed forty (40) years.

(b) Regular Pension for Hires after May 24, 2012:

- Basic benefit of twenty-nine (\$29) dollars for all service subsequent to February 1, 2018. Basic benefit of twenty-eight (\$28.00) dollars Defined Benefit Plan (based on current plan rules) for all service prior to February 1, 2018.

- New employees after ratification shall also receive, in addition to the above, a 1.5% of gross earnings Defined Contribution Pension Plan as developed between both parties. Such a plan shall be solely contributed to by the employer which shall be on a mandatory basis.

- Employees hired after May 31, 2017 shall have a two year waiting period prior to entering the plan.

2. The Supplementary pension plan which shall be in excess, if any, of twenty-seven (\$27) dollars for all service subsequent to February 1, 2018

and twenty-five (\$25) dollars for all service prior to February 1, 2018 multiplied by the employee's Credited Service not exceeding thirty (30) years over the amount determined as of the date of retirement of any benefit under the Canada Pension Plan or any provincial pension plan to which the employee or former employee is entitled in respect of the same month or would be entitled if no deduction were made from such benefit on account of earnings from employment.

3. The parties agree that employees of EVRAZ Camrose Works are covered by the pension plan dated February 1, 2003.

The Company shall not change the terms of the plan as it relates to benefits to members but may change actuaries and other administrative aspects of the plan.

The parties agree in conjunction with collective bargaining they will negotiate any enhancements to the plan or discuss administrative difficulties.

Any disputes related to the plan will be handled in accordance with the plan.

4. For services after 1991, CRA will allow a pension plan member to accrue credited service for periods of unpaid absence including layoff up to a maximum of five (5) years. These periods of unpaid leaves of absence including layoff can be treated as "deemed employment" or "deemed service".

QCC members can draw on the five (5) years allowed for "deemed employment" during years when the work less than 1400 hours.

For example, a QCC member who works 800 hours in the year would accrue one (1) year of credited service in the pension plan. They would accrue 0.57 years of credited service as required by CRA and use 0.43 years of "deemed employment" as allowed by CRA.

This language is subject to acceptance by the CRA. In the event that this is unacceptable to the CRA or an employee uses up all of their "deemed service" as accepted by CRA or will lose any pension monies due to having less than 1400 hours worked in one (1) year then the parties must meet as soon as possible to develop an alternate solution at an equivalent benefit rate for the employee.

This agreement does not amend or supersede any other provisions of the pension plan or the collective agreement.

Employees eligible to retire may do so while on layoff and may do so without penalty of losing their retiree benefits.

**APPENDIX “F”  
SCHEDULING OF 24/7 OPERATION**

**LETTER OF UNDERSTANDING –  
RE: CONTINUOUS OPERATIONS**

The Company may at any time introduce a 24/7 continuous operation schedule at either or both mills. When implementing a 24/7 schedule the individual departments may be on different schedules.

When possible the Company will provide the Union and employees a minimum of thirty (30) days notice prior to the implementation of a continuous operation schedule and agrees that it will be for a minimum of four (4) weeks duration unless otherwise agreed with the Union.

If there is a conflict between the provisions of this Letter of Understanding and a provision of the Collective Agreement, the provisions of this Letter shall apply unless agreed to by both parties.

The Company and the Union recognize that situations may arise in the application of this continuous operation schedule that may require ongoing resolution and agree to work in a positive manner in addressing any problems that arise.

**Continuous Operation Hours of Work and Overtime:**

The 24/7 continuous operation schedule of the standard work day will consist of eight (8) or twelve (12) hours, worked on a day, afternoon or night shift. Day shift shall start at 7 am and night shift shall start at 7 pm when working twelve (12) hour shifts. When operating on an eight (8) hour shift schedule, the shift start times will be 7 a.m., 3 p.m., and 11 p.m. The shift schedule worked will determine the number of crews required.

The 24/7 continuous operation work week of 8 or 12 hours shifts shall be determined as per Appendix F. Employees staying beyond their normal shift shall be paid at the rate of time and one-half for their first three (3) hours worked and double time for all hours worked thereafter. Time and one-half shall be paid to all workers for all hours worked on their first day worked on a regularly scheduled day off. Double time shall be paid to all workers for all hours worked on their second or subsequent day worked on a regularly scheduled day off.

If the shift schedule selected by the Company and the Union averages more than forty (40) hours in a week, then a prescribed day in the schedule will be paid at time and one half.

When working a continuous operation schedule, the Company will trial a system for ninety (90) days where employees who want to work overtime and who will be available when called to work overtime will sign up on an overtime signup sheet. In the event that the parties are unsuccessful in getting employees to use the signup sheet, the Company and the Union will meet to discuss options to resolve this matter. If these efforts fail, the Company will revert to past practice.

**Shift Premiums:**

As per current CBA.

**Vacancies on Continuous Operation Schedules:**

Vacancies and any additions to the workforce will be posted and filled in accordance with the provisions of Article 6 of the collective agreement; employees shall select fifteen (15) jobs for their preference list.

When any mill is scheduled to begin or discontinue continuous operations such action shall be considered a level change for all employees, plant wide.

Transfer of employees from traditional to continuous or continuous to traditional shift schedules will only occur if there is not a junior qualified employee currently on that shift schedule. If there is no junior qualified employee on that shift schedule, then the provisions of Clause 6.12 (a) shall apply.

**Vacations and Holidays:**

The vacation schedule shall be as follows based on service at January 1st of each year:

- (1) 80 hours after 1 year's service
- (2) 120 hours starting with the calendar year in which your 5th service anniversary occurs.
- (3) 160 hours starting with the calendar year in which your 9th service anniversary occurs.
- (4) 200 hours starting with the calendar year in which your 15th service anniversary occurs.
- (5) 240 hours starting with the calendar year in which your 22nd service anniversary occurs.

Any employee hired prior to May 31, 2017 will be entitled to 280 hours of vacation starting in the calendar year in which your 30<sup>th</sup> anniversary occurs.

Vacation hours will be booked for the entire day of the requested vacation unless the residual vacation hours are less than a full shift in which case the employee may take the entire day if requested.



Within the context of this Letter of Understanding, one week shall mean one complete set as stated in Appendix "F".

When a paid legal holiday occurs during an employee's vacation they shall book that day as vacation and receive statutory holiday pay as per the Collective Agreement.

Employees scheduled to work on a continuous operation will receive statutory holiday pay as follows: Observation of the holiday will begin on the night shift on the evening before the holiday, or the day observed as the holiday, and will continue for twenty-four (24) consecutive hours.

Where a paid holiday falls on a scheduled day of work, an employee will receive eight (8) hours of Statutory Holiday Pay plus time and one half the employee's regular rate of pay of all hours worked.

Where a paid holiday falls on a scheduled day off, an employee will receive eight (8) hours of Statutory Holiday Pay.

Employees scheduled to work, and do work a Statutory holiday, will receive a day in lieu to be taken without pay at a mutually agreeable time.

Should an employee move between a continuous shift schedule and a traditional shift schedule for any reason, that employee's approved vacation selection shall be honoured. In the event that the Company can substantiate that it would not be possible due to operational issues, the parties will meet and resolve any issues related to vacations that arise giving first preference to seniority in any resolution when possible.

### **Bereavement Leave:**

Employees on continuous operations requiring leave under Section 13 – Bereavement Pay will receive the appropriate leave with pay as based on the length of their scheduled shift.

### **Shift Schedules:**

A Scheduling Committee will be established (three (3) Company and three (3) Union representatives) to determine shift schedules prior to the inaugural implementation of a continuous operation schedule. The Committee will determine a process to allow the members to vote on agreed shift schedules.

**SCHEDULE 1: 4 CREWS**  
**12 HOUR, 7 DAY COVERAGE**  
**DAYS & NIGHTS 4 / 4**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Team A	N	N	N	N					D	D	D	D					N	N	N	N					D	D	D	D
Team B					N	N	N	N					D	D	D	D					N	N	N	N				
Team C	D	D	D	D					N	N	N	N					D	D	D	D					N	N	N	N
Team D					D	D	D	D					N	N	N	N					D	D	D	D				

**SCHEDULE 2: 4 CREWS**  
**12 HOUR, 7 DAY COVERAGE**  
**DAYS & NIGHTS 4 / 3**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Team A	D	D	D	D								N	N	N	N				D	D	D		N	N	N				
Team B	N				D	D	D		N	N	N				D	D	D	D								N	N	N	
Team C		N	N	N				D	D	D	D								N	N	N	N				D	D	D	
Team D					N	N	N	N				D	D	D		N	N	N					D	D	D	D			

**SCHEDULE 5: 4 CREWS**  
**8 HOUR, 7 DAY COVERAGE**  
**DAYS, ATERNOONS & NIGHTS – TRADITIONAL**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Team A	D	D	D	D	D	D				N	N	N	N	N	N	N			A	A	A	A	A	A	A			D
Team B	A	A	A	A			D	D	D	D	D	D	D				N	N	N	N	N	N	N			A	A	A
Team C	N	N			A	A	A	A	A	A	A			D	D	D	D	D	D	D				N	N	N	N	N
Team D			N	N	N	N	N	N	N			A	A	A	A	A	A	A			D	D	D	D	D	D	D	

**APPENDIX “G”  
CAMROSE PERFORMANCE ENHANCEMENT PLAN**

Effective upon implementation of the new Camrose Collective Agreement, Camrose employees covered by the Collective Agreement will participate in the Camrose Performance Enhancement Plan (PEP) described below.

The Camrose PEP will consist of the following:

1. General -The Camrose PEP will consist of three major components:

A) Productivity - The calculation of the productivity component of PEP will be locked in at noon on the 24<sup>th</sup> of the month following the month being measured, and will be paid out within 10 business days following the lock-in date.

B) Quality – After the completion of each quarter and after the Joint Company/Union Committee has determined the number of quality claims that will result in a reduction in the quarterly incentive, the reduction will be made at each month end in the following quarter.

C) Attendance - The Attendance component of PEP will be calculated quarterly and will be paid with the following month’s PEP payment.

All Union hourly employees at the Camrose Works will participate in the PEP. The hours accumulated in the period being measured are the sum of all hours worked by an employee in the period. (Straight time hours worked, (including any time a member of the Union Executive, Bargaining Committee or steward body is conducting Union business with the Company), vacation hours taken, statutory holiday hours and overtime hours based on regular hour equivalent.) The PEP payments will be made to active employees who have maintained their seniority standing at the end of the period being measured. Employees who die or who are eligible for retirement under the terms of the Pension Plan Agreement will receive a PEP payment based on hours worked during the period being measured.

The PEP has been developed taking into consideration current operating conditions and technologies at the Camrose plant. These operating conditions may change in the future, as technological advances are made and new methods, equipment and technologies are introduced. As these changes are introduced, modifications to the PEP may be required. However, no changes will be made to the PEP productivity targets until the technological changes, new methods, equipment or technologies that are causing the targets to change have been operationally proven and have been reviewed with the Union.

2. Performance Enhancement Plan:

A) Productivity Incentive – The hourly rate for the productivity incentive will be a function of the performance of the entire Camrose facility. The incentive will be based on a combined performance number derived from the performance of the ERW weld line, and the DSAW forming line as follows:

- Overall ERW weld line performance %: Actual prime intended welded tons per hour / target prime intended welded tons per hour.
- Overall DSAW forming line performance %: Actual prime intended welded tons per hour / target prime intended welded tons per hour.
- Combined ERW/DSAW weld line performance %: ((Overall ERW weld line performance % x ERW weld line scheduled hours) + (Overall DSAW weld line performance % x DSAW forming line scheduled hours)) / (ERW weld line scheduled hours + DSAW forming line scheduled hours).
- Combined overall performance % is used to calculate the \$'s per hour paid monthly.
- Payout:
  - Combined overall performance equal to or less than 90% = \$0.00/hr
  - Each combined overall performance point above 90% = \$0.05/hr for year one, \$0.09/hr for year two, and \$0.10/hr for year three (see below).

For example: (Using 2008 Actual Performance)

	July 2008	Aug 2008	Sept 2008
ERW Weld Line Performance	94.8%	110.3%	92.2%
ERW Weld Line Scheduled Hours	5,760	22,506	27,714
DSAW Forming Line Performance	106.3%	160.5%	79.5%
DSAW Forming Line Scheduled Hours	25,290	8,670	23,580
Combined Performance	104.1%	124.3%	86.3%
Payout (per hour) for the Month	<b>\$0.71</b>	<b>\$1.71</b>	<b>\$0.00</b>

Note: All percentages are rounded to the nearest tenth (0.0%).

Introduction of a Gainsharing Plan for Camrose (PEP) with increments of:

- \$0.05/increment % from 90% to 135% maximum cap in year one.
- \$0.09/increment % from 90% to 135% maximum cap in year two.
- \$0.10/increment % from 90% to 135% maximum cap in year three.

B) Quality (Customer Claims) – An investigation by a joint Union/Company committee will be conducted into each claim paid to customers relating to product originating from the Camrose Works. Where the source of the problem leading to the claim is attributable to a quality shortfall at the Camrose plant, the quarterly incentive will be reduced by the following schedule:

- Claims of \$10,000 or more will be considered major claims.
- Claims greater than \$500 but less than \$10,000 will be considered minor claims.
- Claims less than \$500 will not be considered but will also be subject to review by the committee.
  - Major Claim: minus \$0.30/hour
  - Minor Claim: minus \$0.10/hour

Quality claims will be applied to the quarter when payment is authorized to a customer or supplier.

C) Attendance Incentive – The hourly rate for the attendance incentive is a direct function of an individual employee’s ability to report on time and remain at work for their scheduled shifts in each quarter.

Payout:

- Perfect Attendance \$0.25/hr
- 1 Occurrence \$0.15/hr
- 2 or More Occurrences \$0.00/hr

Note:

An occurrence would be the failure to report to work on time, leaving early or absence due to illness that has been properly reported to the Company as per EVRAZ rules and regulations. If an employee does not follow the EVRAZ rules for reporting absenteeism, this will be considered 2 occurrences. The following types of absenteeism are not considered occurrences for the purpose of this attendance incentive:

- Approved vacation
- Approved leave of absence per Sections 7 & 13 of CBA
- Health appointments that have been prearranged with the employee’s foreman (Within reason, the employee will be expected to work the balance of the shift before and/or after their appointment).

The Company is prepared to pay the Productivity portion of PEP retroactive to March 1, 2009 for employees who had hours worked during this period.

The parties agree to meet after ratification to finalize simplification language for PEP. The Company proposes to run a simplified PEP plan alongside the current

version of the PEP, for a period of 12 months, after which the bargaining unit will be offered the choice of the two plans going forward.

Each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

For the Company:

For the Union:

\_\_\_\_\_  
Robert Jones

\_\_\_\_\_  
Larry Luckwell

\_\_\_\_\_  
Jeff Fox

\_\_\_\_\_  
Drew Gorman

\_\_\_\_\_

\_\_\_\_\_  
Gary Bieber

\_\_\_\_\_

\_\_\_\_\_  
Kevin Grundberg

\_\_\_\_\_  
Amanda Servais

\_\_\_\_\_  
Todd Romanow

Mr. Larry Luckwell, President  
UNIFOR – Local 551  
6215 – 48 Avenue  
Camrose, AB  
T4V 0K4

Dear Mr. Luckwell:

**Item 1**

**Re: “A” Category Job**

When an employee is assigned to an “A” Category job in accordance with Clause 6.10 (e) of the Collective Agreement, such period of assignment will not be considered by the Company while assessing their skill, ability and experience on such job for the immediate job vacancy.

**Item 2**

**Re: Certification**

As a result of requirements imposed on the Company by customers and/or government agencies, the Company will, from time to time, require an employee performing quality control and other related functions to meet certain physical and technical levels of competency as may be required by such customers or government agencies. An employee assigned to such work will, as a result, be required to satisfactorily complete the required medical examinations, training and tests in order to maintain compliance with such standards. The employee will receive instruction and training and will be tested in the areas covered by such instruction and training.

An employee who occupies a permanent job in accordance with the terms of the Collective Agreement and who is unable to meet the required standards, will be displaced in accordance with Clause 6.09.

**Item 3**

**Re: Benefits - Clause 6.06 (e) & (f)**

The Company and the Union have agreed as follows:

1. Clause 6.06 (e) and (f) of the Collective Agreement shall be read and construed so as to provide that an employee who is laid off work while disabled and receiving weekly compensation payments under the Worker's Compensation Act or receiving Weekly Indemnity payments under the Benefit Plan for Bargaining Unit Employees, and is subsequently recalled but unable to return to work due solely to continuing to be disabled with the same disability which they were suffering at the date of their lay-off and recalled and reinstated in employment for all purposes of the Agreement on the effective date of their recall.

2. An employee who, while on lay-off, becomes disabled due to accident or sickness and is unable to return to work when recalled due solely to being so disabled, will be deemed to be recalled and reinstated in employment on the effective date of their recall for all purposes other than for eligibility under the Agreement for an Insurance Program. However, such employee may re-establish Group Insurance coverage from the date of their recall to the date of their actual return to work provided they pay the appropriate premiums for whatever coverage they are eligible to subscribe.

#### **Item 4**

**Re: Communications Committee**

In recognition of the desirability of improved communications between the Union and Company to facilitate solutions of mutual problems which may arise during the term of the Agreement, the parties agree as follows:

- a) Quarterly meetings will be held between the appropriate senior management of the Company and executive representatives of the Union, at the request of either party, and at a mutually convenient time.
- b) Such meetings will occur to discuss general matters of mutual concern arising out of the administration of the Collective Agreement and its Supplements, as well as other matters of mutual concern affecting the interests of the Company and its Employees.
- c) Such meetings are not intended to replace or interfere with the established collective bargaining procedure, the grievance procedure, or other established procedures for the administration of the Collective Agreement and its Supplements.

#### **Item 5**

**Re: Plant Closure**

- A. When in the sole judgement of the Company, it decides to close permanently the plant and terminate the employment of individuals, an Employee who is terminated directly as result of the shutdown, shall be entitled to a severance allowance in accordance with and subject to the following provisions:

Before the Company shall finally decide to close permanently the plant, it shall give the Union two (2) months advance written notification of its intention. Such notification shall be given as far in advance as is practicable. The Company will thereafter meet with appropriate Union representatives in order to provide them with an opportunity to discuss the Company's proposed course of action. Upon conclusion of such meetings, the Company shall advise the Union of its final decision. The



final closure decision shall be the exclusive function of the Company. The notification provision shall not be interpreted to offset the Company's right to lay off or in any other way reduce or increase the working force in accordance with its currently existing rights as set forth in this Agreement.

B. To be eligible for a severance allowance, an affected Employee must have accumulated one (1) or more years of continuous Company service at the time of the shutdown. This severance allowance is not applicable for layoff situations, for terminations based on corrective actions, when the affected Employee is offered and turns down other employment within the plant, or when the Employee is eligible for an immediate pension benefit.

C. Scale of Allowance

AN ELIGIBLE INDIVIDUAL SHALL RECEIVE SEVERANCE ALLOWANCE BASED UPON THE FOLLOWING WEEKS FOR THE CORRESPONDING CONTINUOUS COMPANY SERVICE:

<u>CONTINUOUS COMPANY SERVICE</u>	<u>WEEKS SEVERANCE ALLOWANCE</u>
1 Year but less than 2 years	1
2 Years but less than 4 years	4
4 Years but less than 8 years	10
8 Years but less than 10	14
10 Years but less than 20	20
20 Years or more	24

In addition to the above, insurance benefits would continue as if placed on lay-off.

**Item 6**

**Re: Work Week Start Time**

The parties agree to discuss the implementation of a revised work schedule to allow for the start of the regular workweek at 23:00 on Sunday for a fifteen turn operation.

In the event that such a revision is made, hours worked on the shift starting at 23:00 on Sundays shall be paid at straight time while hours worked on the shift starting at 23:00 on Fridays shall be deemed to be Saturday hours.

**Item 7**

**Re: Employee Assistance Program (EAP)**

Company will maintain the EAP Program currently in place.

## Item 8

### Re: Apprenticeship Program

The Company and the Union agree to form a Joint Apprenticeship Committee for the purpose of establishing an apprenticeship training program.

The committee shall consist of an equal number of Company and Union representatives.

#### **Joint Apprenticeship Committee:**

There is hereby established a Joint Apprenticeship Committee. This committee shall be composed of six (6) members, three (3) representing the Company and three (3) journeymen employees representing the Union.

- a) The committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:
  - (i) To see that each prospective apprentice is interviewed and impressed with the responsibilities they are about to accept as well as the benefits they will receive.
  - (ii) To accept or reject applicants for apprenticeship.
  - (iii) To offer constructive suggestions for the improvement of training on the job.
  - (iv) To review the Foreman's and/or Journeyman monthly report on each apprentice.
  - (v) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentice under these standards.
  - (vi) Each member of this committee shall not suffer any loss of pay for attending apprenticeship committee meetings.

#### **Purpose:**

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment and to further the assurance to the Company of proficient employees at the conclusion of the training period.

#### **Definition:**

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and

registered with the “Alberta Apprenticeship and Industry Training Board”.

**Application:**

When the Company determines the need for an apprentice the Company will:

(i) Post such job for five (5) working days and any employee may apply in writing within such five (5) day period.

(ii) The job will be awarded to the applicant by these qualifications:

Seniority, experience, aptitude and standards as per the Apprenticeship and Industry Act. If any dispute arises it will be referred to the Joint Apprenticeship Committee for resolution.

**Hours of Work:**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that proper ratios of apprentices to journeymen are established as follows:

Working ratio is 1 to 1 except where agreed by the Committee for 3<sup>rd</sup> and 4<sup>th</sup> year apprentices.

Apprentice ratio is 1 to 2 for Millwrights, Welders and Electricians and 1 to 1 for Heavy Duty Mechanics and Electronic Technicians.

**Discipline:**

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (i) inability to learn
- (ii) unreliability
- (iii) unsatisfactory work
- (iv) lack of interest in their work or education
- (v) improper conduct
- (vi) failure to attend classroom instruction regularly

**Probationary Period:**

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company or the

Apprentice after advising the Committee. The Alberta and Industry Training Board shall be advised of such cancellations.

Wages:

As laid out in the Alberta Apprenticeship Standards:

- (i) The apprentice shall also receive the annual improvement factor and all cost of living increases that are accrued by all other Bargaining Unit employees.
- (ii) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.
- (iii) Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.
- (iv) When an apprentice has completed the required hours of training, and after recommendation for their journeyman's certificate by the Apprenticeship Branch, they are to receive not less than the minimum rate to skilled journeymen in the trade in which they have served their apprenticeship provided an opening exists and they are selected for employment as a journeyman.
- (v) The Company will reimburse apprentices for the cost of purchased tools up to a maximum of \$400.00 for a Millwright and Heavy Duty Mechanic; \$150.00 for an Electrician or Electronics Technician; \$50.00 for a Welder.

### **Academic Training:**

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to the apprenticeship plan. A refund of the tuition fee will be made to the apprentice provided they complete and receive a passing grade in the course.

### **Supervision of Apprentices:**

Apprentices shall be under the general direction of the Foreman and/or Journeyman of the department. The Foreman and the Journeyman shall make a report at least every thirty (30) days to the Committee for review on the work and progress of the apprentices under their supervision.

### **Seniority:**

The apprentices will exercise their seniority. For example, if there are four apprentices in the trade such as electrician and a reduction in this number is required due to lack of work, the last hired shall be the first laid off and the laid off apprentice shall exercise plant seniority in accordance with Section 6 of the Collective Agreement.

Notwithstanding the provisions of this Collective Agreement between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted during the apprenticeship to return to their former job classification with the same seniority date that they held immediately prior to becoming an apprentice.

**Schedule of Work Process:**

The Committee will ensure completion of the schedule of work processes and related training as required by the Alberta Apprenticeship and Industry Training Board for the following trades:

Heavy Duty Mechanic  
Millwright  
Electrician  
Electronics Technician  
Welder First Class

**Apprenticeship Rates:**

Three (3) Year Program:

1<sup>st</sup> Period - Labour Grade 1  
2<sup>nd</sup> Period - Labour Grade 4  
3<sup>rd</sup> Period - Labour Grade 7

**Four (4) Year Program:**

1<sup>st</sup> Period - Labour Grade 1  
2<sup>nd</sup> Period - Labour Grade 4  
3<sup>rd</sup> Period - Labour Grade 7  
4<sup>th</sup> Period - Labour Grade 10

**Item 9**

**Re: Leadperson**

A. Leadperson is a job in which the employee has combined responsibility of directing the work of a group of employees on other hourly-rated production and maintenance jobs and performing some of the same work as that of the group directed. A Maintenance Leadperson must be a licensed tradesperson or equivalent (e.g. 8 years experience) having the necessary qualifications and experience in their trade. The direction generally consists of activities such as required to:

1. carry out instructions of their immediate supervisor as to workmanship on the tasks involved;

2. determine “on-the-job” working procedure in the case of repair and maintenance work with input from other employees in the group;
3. arrange for necessary tools, supplies, and facilities;
4. inspect, coordinate, and record the work performed by the group.

Such direction does not include activities such as required to:

5. hire, promote, demote, suspend, or discharge members of the group;
6. represent the Company in handling employee grievances;
7. determine the schedules of hours, days and weeks during which members of the group shall work;
8. perform other general supervisory or management functions.

The responsibility of a Leadperson is exclusively confined to the work involved in their group as a leader and not as a supervisory officer in charge of a department.

- B. Those assigned to the position of Leadperson will be paid a premium of seventy cents (.70) per hour more than the highest job class for which they are responsible to direct.
- C. Before the Company creates or deletes a Leadperson position it will consult with the Union concerning the need for such a position and method for advertising and filling the position. In the event that the Company requires the classification of Leadperson to be filled, the Company shall make an appointment of an employee of their choosing from among employees with sufficient seniority to remain in the plant. In the event someone other than the most senior person who wants the position is chosen, the Company will consult with the Union prior to filling the position. An employee who does not meet the criteria required of a Leadperson will be given training where shortcomings are due to lack of training or exposure. Reasons for decisions will be reviewed with affected employees as well as with the Union.

### Item 10

**Re: Cost-of-living Allowance**

1. Effective with the first pay period following the release of the Consumer Price Index (2002 = 100 Base) for each of the Designated Months, a cost-of-living allowance of 1 cent per hour will be paid for each .085 increase in the Consumer Price Index (**2002** = 100 Base) comparisons specified below.

Designated  
Month

- (i) January 2016      October 2015 compared to July 2015

(ii)	April 2016	January 2016 compared to October 2015
(iii)	July 2016	April 2016 compared to January 2016
(iv)	October 2016	July 2016 compared to April 2016
(v)	January 2017	October 2016 compared to July 2016
(vi)	April 2017	January 2017 compared to October 2016
(vii)	July 2017	April 2017 compared to January 2017
(viii)	October 2017	July 2017 compared to April 2017
(ix)	January 2018	October 2017 compared to July 2017
(x)	April 2018	January 2018 compared to October 2017
(xi)	July 2018	April 2018 compared to January 2018
(xii)	October 2018	July 2018 compared to April 2018
(xiii)	January 2019	October 2018 compared to July 2018
(xiv)	April 2019	January 2019 compared to October 2018
(xv)	July 2019	April 2019 compared to January 2019
(xvi)	October 2019	July 2019 compared to April 2019

- Any increase in the cost-of-living allowance payable, as calculated above, will be added to any cost-of-living payable 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.

- The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the Index for February 1, 2006 (1981 = 100 Base). No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this Agreement.
- Any decrease in the cost-of-living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in Paragraph 1 shall reduce the next accumulated cost-of-living allowance, payable under Paragraph 2 above, effective at the times specified in Paragraph 1.
- Cost-of-living allowance will be paid for overtime hours worked on Saturday and Sunday provided that such hours worked are paid for solely on the basis of Clause 9.01 (d) and provided further that such allowance shall not be increased by reason of having been earned in overtime.

#### Item 11

##### Re: Safety Boots & Coveralls

The Company will subsidize the cost of approved safety boots that must have metatarsal protectors once per year to the extent of two hundred and twenty five dollars (\$225.00). Probationary employees will be reimbursed for boot subsidy

upon completion of probationary period. If metatarsal guards are not available on the market for rubber boots and winter boots, they will be exempt from the metatarsal requirement.

There will be no reimbursement for safety boots while a "Notice of Layoff" is in effect or to an employee who has tendered his resignation.

The Company will provide a one dollar (\$1.00) subsidy towards the cost of cleaning coveralls.

#### **Item 12**

**Re: R.R.S.P.**

The Company agrees to provide a Payroll Deduction Service starting for 1994 to facilitate an employee's ability to divert some of her pay into an R.R.S.P.

The Union shall select, up to a maximum of three (3), the plans to which employees may make contributions. Employees may elect to switch from one plan to another a maximum of twice yearly. Employees may not contribute to more than one plan at any given time.

#### **Item 13**

**Re: Student Rate**

Students shall be paid at seventy percent (70%) of the labour grade for jobs performed.

#### **Item 14**

**Re: Bulletin Boards**

The Union will be permitted to install one (1) 3' x 5' bulletin board in each mill in a location acceptable to both the Union and the Company. The following items may be posted on such board:

Letters from the National

Posters from the National

Education - School times and information on courses

- Local and National - Strike notices
- Resolved Grievances
- Election Notices

Local Union Meetings (Time & Agenda)

Other items may be posted if found to be acceptable by the Company.

#### **Item 15**

**Re: Workplace Harassment and Discrimination**



The Company and the Union agree that all employees at EVRAZ Camrose Works have the right to work in an environment free from harassment, bullying, intimidation and/or discrimination. Employees have the right to be treated with dignity and respect by supervisors, managers and/or fellow employees.

Harassment is discrimination in matters of employment under any of the following grounds: race, gender, age, colour, political or religious beliefs, ancestry, marital or family status, sexual orientation, place of origin, mental or physical ability or Union membership or supervisory position.

**Harassment and/or discrimination is defined as follows:**

**Sexual Harassment:**

Any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, leering, physical contact or sexual demands.

**Racial Harassment:**

Any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visual offensive actions, jokes or other unwanted comments or acts.

Harassment may also be verbal, physical, deliberate, unsolicited, unwelcome and/or unwanted intrusion upon the dignity of a person. It may include but is not limited to:

- verbal abuse or threats
- unwelcome remarks, jokes, innuendoes or taunting
- displaying offensive or derogatory pictures or graffiti
- practical jokes
- leering or other gestures
- unnecessary physical contact
- physical assault
- other unwanted offensive behavior

Harassment related to employment may extend to incidents away from the workplace, during or outside normal working hours, provided such acts are committed within the course of employment.

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome.

**Harassment is not:**

Harassment will not be considered to have taken place in relation to the properly discharged supervisory responsibilities including the delegation of work assignments, worker evaluations or the assignment of discipline.

This policy is not meant to inhibit free speech or interfere with normal social relations.

**Filing a complaint:**

If an employee believes that they have been harassed and/or discriminated against, the employee may take the following actions to resolve the matter:

- Inform the individual that is doing the harassing or discriminatory act that the behaviour is unwanted and unwelcome;

**If the employee persists:**

- Document the events, complete with times, dates, location, witnesses and details, and then report the incident to the Employee Resources Administrator and/or the Chairperson of Local 551.

It is understood that some employees who are being harassed or discriminated against may be reluctant to confront their harasser; or may fear reprisals; or lack of support by their work group, face disbelief by their supervisors or others. In this event such employee may seek assistance by reporting the incident directly to the General Manager and/or the President of Local 551.

As soon as possible the Company and the Union will conduct a confidential joint investigation into the matter with the purpose of finding a suitable resolve which is acceptable to the complainant.

All information in regard to a complaint raised under this article will be kept in the strictest of confidence with only those who need to know being advised. A confidential record will be kept in regard to the handling of the complaint and its resolve, if any.

This in no way will circumvent an employee's right to file a complaint with the Alberta Human Rights Act and seek redress thereof.

It is agreed that if the safety of an employee is being threatened, such employee will have the right to refuse to work in such circumstance.

**Training:**

In consultation with the National Union, an up to three day, anti-harassment training program will be developed and jointly presented to all Union

Representatives and members of Management during the first eighteen months of the Collective Agreement. In addition, a half day anti-harassment training program, which has been agreed-to by the parties, will be delivered to all employees during the last eighteen months of the Collective Agreement.

**Item 16**

**Re: Tool Replacement - Tradesman & Apprentices**

Full tool replacement by the Company for broken tools or those known to be irretrievable within sixty (60) calendar days.

**Item 17**

**Re: Processing Fee - Short Term Disability Forms**

The Company will reimburse employees up to a maximum of seventy-five dollars (\$75.00) per claim for the cost of processing the Company short term disability forms.

**Item 18**

**Re: Jobs Requiring Certification**

During the course of bargaining, the Company identified a potential future need for outside certification of various inspection functions as may be required by Customers, ISO, CSA, or API.

The Parties agreed that should outside certifications be required in order to manufacture a viable product, they would meet with the purpose of finalizing an agreement on the implementation of the required certifications, including training same.

**Item 19**

**Re: Vacation and/or Maintenance Shutdowns - Scheduling and Shift Rotation**

**Scheduling**

Whenever possible, department schedules for the week(s) of a vacation and/or maintenance shutdown, and the first week following such shutdown, will be posted prior to the end of the day shift on Thursday of the week prior to such shutdown. Notification of an intended shutdown will be given no later than the Thursday of the second week prior to such shutdown to allow employees time to change their preference list. The preference list referenced in clause 6.11 (a)(ii) that will be used to prepare the schedules will be those received up to Tuesday of the week prior to the shutdown.

**Shift Rotation**

Vacation and/or maintenance shutdowns will be treated as weeks worked for the purpose of establishing shift rotation after such a shutdown.

#### **Item 20**

##### **Re: Supervisors Working**

When interpreting clause 4.04 of the Collective Agreement, the parties agree that supervisors can perform “work normally done by members of the bargaining unit” under the following circumstances:

- a) To eliminate a risk to employee(s),
- b) Checking and measuring on set-ups,
- c) Assisting on maintenance (instruction),
- d) Measurement of product or plant,
- e) Confirmation of equipment condition or capability,
- f) Training,
- g) To keep the mill operating when no one else is available while an attempt is made to make a bargaining unit employee available,
- h) When asked for assistance by a bargaining unit employee,
- i) To supply occasional personal relief.

Under no circumstances should a supervisor attempt to perform a job that they are not capable of performing without putting themselves or any other person at increased risk.

#### **Item 21**

##### **Re: Use of Contractors**

Skilled trades or other employees presently on the seniority list will be used before bringing in a contractor to perform bargaining unit work.

#### **Item 22**

##### **Re: Women’s Advocate**

###### Women’s Advocate

The parties recognize that female employees and those employees that identify as females may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women’s Advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company will provide access to a private area for the purpose that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate.

The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

### Violence Against Women

The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), a woman who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay.

Moment of Silence - December 6<sup>th</sup>

### National Day of Remembrance and Action on Violence Against Women

The Company agrees to symbolically provide one (1) minute of silence at 14:00 on December 6<sup>th</sup> of each year.

Yours truly,  
EVRAZ Camrose Works

Robert Jones  
Director of Operations