COLLECTIVE AGREEMENT

BETWEEN

EVRAZ INC. NA

AND

UNITED STEELWORKERS

UNITY AND STRENGTH FOR WORKERS

UNITED STEELWORKERS

LOCAL 5890

REGINA

Effective August 1, 2016 to July 31, 2020
Received from EVRAZ Inc. NA, one copy of the agreement with the United Steelworkers Local 5890 covering the period August 1, 2016 to July 31, 2020.

DATE___________________  20___

____________________________
(employees signature)

____________________________
Name (Please Print)

Address_______________________

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COLLECTIVE AGREEMENT

Made this 7th day of September, A.D. 2017, at Regina, Saskatchewan.

BETWEEN:

EVRAZ INC. NA, or its successors and/or its assigns, hereinafter called “the Company”,

Of the First Part,

- and -

UNited STEELWORKERS, Production & Maintenance Group and Office & Technical Group Local 5890, constituting one bargaining unit, hereinafter called “the Union”,

Of the Second Part.

PURPOSE OF AGREEMENT

Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes that may arise between the parties hereto. Therefore, the Company and the Union agree as follows:
Article 1 No Discrimination or Harassment

Article 1.01

The Company and the Union recognize that all employees have the right to work in an environment free from discrimination and harassment. The parties wish to create a workplace in which employees do not engage in or become subject to discriminatory and harassing behavior as defined by law. Accordingly, the Company has established clear policies prohibiting discrimination and harassment within the workplace. In the furtherance of these policies the Company and the Union agree that there will be no discrimination against any employee on the basis of any prohibited grounds as set forth in applicable Provincial Human Rights Legislation or on the basis of Union membership or Union activity and that harassment will not be tolerated within the workplace. The parties agree that they shall not exercise their rights under this collective bargaining agreement in a discriminatory or harassing manner, but rather in a manner that treats all Employees with dignity and respect.

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

Article 1.02

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

Article 2 Union Recognition

Article 2.01

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

**Article 2.02**

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

**Article 2.03**

(a) **Production and Maintenance Employees Only**

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

1. For the purpose of training and instructing bargaining unit members;
2. In emergency situations when sufficient qualified bargaining unit employees are not immediately available; or
3. In situations where experiments are being conducted with equipment or processes when bargaining unit employees are present to observe and assist.

(b) **Office and Technical Employees Only**

Except by mutual agreement, employees excluded from the bargaining unit defined in this Article shall not perform work of employees covered by this Agreement, except in cases of emergency if no other qualified employee is available either on shift or off shift. It is recognized that excluded supervisors do certain routine work and this clause does not apply to such persons, provided that any work so performed shall not have the effect of jeopardizing employment in the bargaining unit.
Article 3 Management

Article 3.01

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

Article 3.02

Such management functions shall be:

(a) To determine the products and schedules of production, the locations of production, the methods and sequence of manufacturing processes.

(b) To maintain discipline of employees, including the right to make reasonable rules and regulations, providing however, that any dispute as to reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement.

(c) To discharge, suspend or discipline employees for just and reasonable cause, and also hire, transfer, promote, demote and to assign employees to shifts with due regard to seniority in Article 12 of this agreement.

Article 4 Union Security

Article 4.01

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

**Article 4.02 Membership**

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

(a) Authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers.

(b) Become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

(c) Complete and sign a Union Death Benefit card and Benefit Society card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.02 (a).

**Article 4.03 Check-Off: Process and Procedures**

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

(b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts that the
Company is required to deduct. All changes will coincide with the beginning of the Company’s next pay period.

(c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

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

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

(e) A duplicate R115 Form and employee deduction and information statement as in (d) above shall be forwarded by facsimile to the servicing staff office of the United Steelworkers.

Article 4.04

As part of the New Hire Orientation Program, new employees shall be introduced to a Shop Steward or a local Union Executive Officer, within the first five (5) days on the job. A Union Orientation shall be given to each employee by a Shop Steward or Local Union Executive Officer, as part of the new hire orientation program. The Union will be provided no less than one hour.
Article 4.05

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

Article 4.06

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

Article 4.07 Contracting Out

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

To facilitate this process, a Contracting Out Committee will be established consisting of two (2) Company representatives (one of whom shall be the Vice President/GM or Works Manager or their designate) and three (3) Union representatives (one of whom shall be the Local Union President and one from each division (Flat and Tubular)). The issue will be reviewed by the Contracting Out Committee prior to such contracting of the work, unless circumstances would make such review impossible.

The parties agree to meet at least once a month to review work that the Company intends to contract out and the reasons
supporting such decision. The Company will consider any suggestions made by the committee with respect to alternatives to address those business conditions before the Company makes its decision as to whether or not such work will be contracted out. There shall be no layoff of a bargaining unit employee or reduction of regular work hours as a result of contracting out.

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

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

**Article 4.08 Employee Paystubs**

Employee’s paystubs will be available for pick up for a period of thirty-one (31) days following the corresponding payday.

**Article 4.09 Union Charitable Deductions**

At the request of the Union, the Company will set up a payroll deduction where employees may contribute to one (1) charitable organization selected by the Union. The Union will administer
the plan and provide the required information to the Company for processing. The Union will provide sixty days’ notice of change to the charitable organization.

**Article 4.10 SOAR Deduction**

The Company will set up a payroll deduction where employees will contribute $11.00 on the first pay period in the month following ratification and on the first pay period of the year thereafter. This deduction will be remitted to the United Steelworkers SOAR fund as advised by the Union.

**Article 5 Discharge & Disciplinary Procedure**

**Article 5.01 Disciplinary Action**

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

**Article 5.02 Warning and Suspensions in Writing**

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

**Article 5.03 Reasonable Discipline**

The Company and the Union agree that disciplinary penalties shall not be issued unreasonably or unjustly. Any warning and/or penalty shall be cleared from the employee’s record after a period of twelve months from the date or knowledge of the infraction. The Company will issue discipline within 10 days of the date or knowledge of the infraction. If more time is required, the Company shall advise the Union in writing why more time is required and provide an estimated time the discipline shall be issued.
**Article 5.04 Employee Reinstatement**

If it is determined or agreed at any steps in the grievance procedure or decided by an arbitrator that an employee has been discharged unjustly, management shall reinstate the employee without loss of seniority or regular wages or make other arrangements as to compensation which is just and equitable in the opinion of the parties.

**Article 5.05**

In the event of a claim that an employee has been discharged or indefinitely suspended unjustly or unreasonably, the grievance shall be filed at Step Three of the Grievance Procedure and a meeting held at Third Stage within five (5) working days.

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

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

**Article 5.06 Incident Investigations**

At the conclusion of an incident investigation, should the Company determine that an employee is to be disciplined; the Company will provide to the Union a full and complete copy of the investigation including a list of all people involved in the investigation, a complete list of witness(es) and statements made. Upon request the Union will be provided an opportunity to interview witness(es).
If an employee is sent home pending the results of an investigation, the Company shall provide an explanation to the employee and the Union as to the reason the employee is being sent home and the estimated date that the investigation shall be completed.

**Article 6 Grievances**

**Article 6.01**

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

**Article 6.02**

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

**Step One**

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

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

Such grievance form shall name the employee involved, shall state the facts giving rise to the grievance, shall identify the major alleged contract violations by appropriate references, shall state the contention of the employee and the Union with respect to these provisions, and shall indicate the relief requested. The employee and/or the
Shop Steward shall sign the grievance.

The immediate supervisor shall state their reasons for the decision in writing and submit the same within two (2) working days or at a time mutually agreed upon.

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

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

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

Article 6.03 Group Grievance

The Company or the Union shall have the right to initiate a group grievance or a grievance of a general nature, at Step Three of the grievance procedure. However, if the grievance can be filed at Step One or Step Two of the procedure, the grievance must be filed at those stages, regardless of the size or makeup of
the affected group. The grievance shall contain all information available to the Union representatives at the time. The parties agree that they shall share information already obtained and determine what additional information is necessary prior to the grievance meeting.

Article 6.04 Time Limits

(a) Grievances must be submitted within ten (10) calendar days of the alleged dispute occurring or within ten (10) calendar days of the earliest date that the grievor should have been aware of the alleged dispute occurring or there is no grievance.

(b) Grievances not processed to the next stage within fifteen (15) calendar days after a reply has been received, shall be considered as having been dropped.

(c) Extensions of time limits may be requested by either party in writing and, if granted, the request for an extension will be acknowledged in writing with a specified time frame that is mutually agreeable.

(d) i) At any step in the grievance procedure, for matters involving discipline, the Union can request in writing copies of information relevant to the grievance. The Company shall provide the information requested providing it is relevant to the grievance.

ii) Notwithstanding Article 6.04 (d) (i) above, the parties agree there are no restrictions on an Arbitrator (except as provided in law) in granting a request for relevant information to a dispute referred to them for adjudication.

Article 6.05 Union Representatives

If an authorized Union Representative, who is not employed by the Company, wants to speak to the Local Union representatives in the plant or office about a grievance or other official Union Business, he shall advise the Human Resources Department
who shall then call the Local Union representatives to the office where they may confer privately. These talks will be arranged so that they will not interfere with operations.

**Article 6.06 Committeemen and Stewards**

Grievance Committeemen and Shop Stewards will be designated in writing by the Union to management; such lists are to be provided on a quarterly basis. There will be one Steward for each foreman. For the purpose of meeting with management representatives, the grievance committee will consist of not more than four (4) members as designated by the Union plus the International Union Representatives. Members of the grievance committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with management representatives. In addition, the Union will notify the Company, in writing, of any additions, deletions or other changes to the list as soon after the event as possible.

**Article 6.07**

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

**Article 7 Arbitration**

**Article 7.01**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or whether an allegation is made that this Agreement has been
violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

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

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

Article 7.02

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

1. K. Stevenson  4. A. Wallace  
2. R. Garden    5. B. Kenny   
3. R. Hornung   6. S. Barber

(b) Selection of Arbitrator
The method of selecting a single arbitrator shall be by rotation, starting with the order of the names listed above. If the arbitrator so selected is unable to act, then the arbitrator next on the list of names shall be selected. Unless otherwise agreed to, a single arbitrator will be appointed for each grievance or group grievance. No member of the panel of arbitrators may be removed from the panel unless it is mutually agreed upon by the Company and the Union. If a member of the panel is unable to continue to act as an arbitrator, a new member may be appointed; the appointment is to be mutually agreed upon by the Company and the Union.
Article 7.03 Arbitration Limit

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

Article 7.04 Arbitration Expenses

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

Article 7.05 Employee Assistance

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

Article 7.06 Expedited Arbitration

(a) If no settlement is reached in Step Three of the Grievance Procedure, the Chairman of the Local Union Grievance Committee may appeal it to Expedited Arbitration Procedure (Appendix D) by notifying the Plant Manager within seven (7) days of receipt of written answers from the Company representatives. If the Company and Union plant representatives agree that the issue should be handled in Expedited Arbitration, it should proceed as follows:

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

(b) Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Local Union and designated representative of Management. Witnesses’ attendance at the hearing will be limited to the time necessary to give his or her testimony.

(c) The hearing shall be conducted in accordance with the following:

1. The hearing shall be informal.

2. No briefs shall be filed or transcripts made.

3. There shall be no formal evidence rules.

4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

5. If the arbitrator concludes or both parties agree at the hearing that the issue should be withdrawn from Expedited Arbitration, the case shall be referred back to the Third Stage of the grievance procedure and it shall be processed as though appealed on such date. The Expedited Arbitrator shall have the same powers and be subject to the same limitations as the Board of Arbitration save and except as expressly provided in the following paragraphs.

6. The decision of the Expedited Arbitrator shall only be applicable to the cases in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
Notwithstanding any condition contained in this Agreement, the decision of the Expedited Arbitrator shall:

i) Be consistent with the provisions of this Agreement, and
ii) Be confined to the grievance referred to him.

7. Time limits referred to in this Supplemental Agreement exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the parties involved in each particular phase of the procedure.

Article 8 Hours at Work

Article 8.01 Definition of a Day and Work Day

(a) 7 Hour Shifts
A day is a twenty-four (24) hour period beginning with the start of the employee’s shift. The basic work day is seven (7) consecutive hours of work in the twenty-four (24) hour period, broken only by the established lunch period.

(b) 7 1/2 Hour Shifts
A day is a twenty-four (24) hour period beginning with the start of the employee’s shift. The basic work day is seven and one half (7 ½) consecutive hours of work in the twenty-four (24) hour period, broken only by the established lunch period.

(c) 8 Hour Shifts
A day is a twenty-four (24) hour period beginning with the start of the employee’s shift. The basic work day is eight (8) consecutive hours of work in the twenty-four (24) hour period broken only by the established lunch period.
Article 8.02 Definition of Work Week

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

Article 8.03 Shifts and Work Schedules (All Shifts)

(a) Examples of shift schedules are as set forth in Appendix “B” and “C”. The shift schedules currently worked are listed in Appendix “B”. Alternative shift schedules are as set forth in Appendix “C”. The Company, however, may want to rearrange shifts from time to time other than as listed in Appendix “B” and “C”. The Company agrees it shall discuss any necessary changes with the union as far in advance as possible. It is therefore agreed that the Union will not unreasonably withhold agreement to such schedules. Should a majority (70%) of employees on a set scheduled shift propose to implement an alternate shift the Company and the Union will meet to discuss the viability of the alternate shift. The Company will not unreasonably deny the requested shift change. In the event of failure to reach mutual agreement, the Company will declare a shift schedule and the Union’s right to grieve for alteration is recognized.

(b) Subject to Article 8.01, in the event that an employee is changed from one shift or schedule to another either by a change in work schedule or by promotions or demotions in the lines of progression, they shall work the schedule they are changed to for their regular straight time hourly rate, but they shall not work more than twenty (20) shifts in a twenty-eight (28) day period.

The Supervisor/Lead hand should attempt when changing schedules for crews or individuals to schedule such changes without additional cost to the Company and without a loss to the individual(s).

(c) In determining the number of hours worked in any 28 day period, all regularly scheduled straight time hours plus regularly scheduled hours worked on a Stat holiday will be
included. The first eight hours over 160 in the 28-day period will be paid at 1.5 times the employee’s base hourly rate and the additional hours over 168 in the 28-day period will be paid at two times the employee’s base hourly rate.

Article 8.04 Posting of Schedules

Shift Schedules will be posted on the Operations Building bulletin board by end of the business day Tuesday except in weeks where a statutory holiday falls on the Monday and/or Tuesday. In the event of unforeseen changes to operational demands, revisions will be posted as soon as finalized but no later than Thursday. Employees, whose schedule has been changed while on vacation, will be contacted at their current phone number on file.

Article 8.05 Definitions of Shift

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

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

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

Article 8.06 Day of Shift

A shift shall be considered as worked on the calendar day on which it begins. A shift that begins at 12 midnight shall be considered as a night shift of the day before.

Article 8.07 Lunch Period

(a) On continuous shift operations, employees shall be granted a twenty (20) minute lunch period paid for by the Company. An employee shall be allowed to take an uninterrupted lunch period between the fourth and fifth hours of work, except in cases of an emergency.
(b) Production and Maintenance Employees Only PIPE DIVISION ONLY.

On continuous shift operations employees shall be granted a twenty (20) minute lunch period paid for by the Company. An employee shall be allowed to take an uninterrupted lunch period after four (4) hours of work, except in cases of an emergency. Past practice in Pipe Division will apply.

(c) Rolling Mill Employees Only
For operations in the Rolling Mill, an employee shall be allowed to take an uninterrupted lunch period between the third and fifth hours of work except in cases of emergency.

On continuous shift operations, employees shall be granted a twenty (20) minute lunch period paid for by the Company.

(d) Non-Continuous Shift Operation
Day and afternoon shift employees on non-continuous operations shall be allowed one (1) hour for lunch without pay. By mutual agreement a shorter lunch period may be arranged.

Article 8.08 Mutual Exchange of Shifts

(a) Mutual shift exchanges shall require the permission of the employee’s Foreman prior to the exchange taking place.

(b) Employees may make personal arrangements to exchange all or part of a scheduled shift with another qualified employee as part of a mutually requested shift exchange.

(c) No overtime shall be paid for hours worked in excess of the employee’s regularly scheduled hours because of personal arrangements between employees to utilize a mutual exchange for scheduled work.

(d) Any such arrangements must be made by the employees involved, by filling out and submitting to the employee’s Foreman the appropriate form for approval.
Article 8.09 Shift Schedules in Excess of Eight (8) Hours

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

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

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

Definition of a Day for Hours in Excess of Eight Hours

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

General Provisions

1. Overtime
   (i) The Joint Seniority, Shift and Overtime Committee will deal with any overtime problems within their respective departments as they occur.

   This does not preclude the Union from proceeding with a grievance in accordance with Article 6.

   Any employee willing to work on their designated dead shift will place their name on a list provided for such purpose on a month to month basis. On a bi-weekly basis, employees willing to work overtime will place their names on an overtime list. Failure to obtain satisfactory lists shall result in the lists being forwarded to the Committee to obtain mutually agreeable lists for coverage. Inability to obtain necessary personnel for coverage will jeopardize this Agreement.
Employees making this commitment must be available from two hours prior to the start of the shift(s) to one hour following the start of the shift(s) they have indicated, so that they may be called if necessary.

Employees staying beyond their shift may stay up to a maximum of sixteen [16] hours worked for that day.

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

<table>
<thead>
<tr>
<th>Shift (Hours)</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>1.667</td>
</tr>
<tr>
<td>10</td>
<td>1.800</td>
</tr>
<tr>
<td>8</td>
<td>2.000 (not applicable)</td>
</tr>
</tbody>
</table>

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

(iv) Employees staying beyond their normal shift shall be paid at the rate of one and one-half (1 ½) times the standard hourly rate for their first two (2) hours and two (2) times the standard hourly rate for all hours worked thereafter.

(v) Employees committed to work the designated dead shift must work the entire shift as scheduled.

(vi) The dead shift will be designated by the Joint Seniority, Shift and Overtime Committee (e.g. 8 hour schedule the “21st shift”, 10 hours schedule – the “17th shift”, 12 hour schedule – the “14th shift”). Payment for such dead shift will be comprised of a combination of straight time and/or applicable overtime rate in accordance
with the designed schedule (e.g. 12 hour schedule – the first 4 hours at straight time and the last 8 hours at one and one-half (1 ½) times the standard hourly wage rate; for 10 hour schedules – the “17th shift” paid at one and one-half (1 ½) times the standard hourly wage rate).

2. Changes In Shift or Schedule and Rate of Pay for Hours in Excess of Eight (8)

(i) In the event that an employee is changed from one shift or schedule to another, either by a change in work schedule or by promotions or demotions in the lines of progression, they shall work the schedule they have been changed to for their regular straight time hourly rate, but they shall not work more than one hundred and sixty (160) hours in any twenty-eight (28) day period. Applicable overtime rates for shift changes shall be paid for all hours worked over one hundred and sixty (160) hours.

(ii) In the event an employee is required to work a combination of 8 hour shifts and shifts in excess of 8 hours, the employee shall not work more than one hundred and sixty (160) hours in any twenty-eight (28) day period. Applicable overtime rates for shift changes shall be paid for all hours worked over one hundred and sixty (160).

(iii) In determining the number of hours worked in any 28 day period, all regularly scheduled straight time hours plus regularly scheduled hours worked on a Stat holiday will be included. The first eight hours over 160 in the 28-day period will be paid at 1.5 times the employee’s base hourly rate and all additional hours over 168 in the 28-day period will be paid at two times the employee’s base hourly rate.
3. Lunch Periods

(i) For a twenty-four (24) hour continuous shift operation, there will be an uninterrupted one-half hour, paid lunch break to be scheduled between the fifth and eight hours of the shift.

(ii) For a non-continuous shift operation there will be an uninterrupted one-half hour, unpaid lunch break.

(iii) The Department’s present procedures for scheduling lunch breaks will continue.

Article 8.10 Office and Technical Employees Only - Flexible Schedule

Employees who work in Office and Technical, will be afforded the opportunity to alter the start of their ongoing work schedule. Requests will be subject to the approval of their immediate supervisor and must be made one (1) week in advance. The start time requested shall be between the hours of 6:00AM and 9:00AM, shall not depart from the weekly departmental hours of work and cannot negatively impact operations.
Article 9 Overtime

Article 9.01

The Company shall give notice of overtime as far in advance as is practical. All overtime work shall be voluntary.

Article 9.02 Definition of Regular Straight Time Hourly Rate

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

Article 9.03 Scheduled Eight [8] Hour Shifts

(a) Hours Worked in Excess of Eight

The Company shall pay an employee one and one-half (1 ½) times his standard hourly rate for all hours he is required to work over eight (8) a day.

(b) Hours Worked in Excess of Ten

The Company shall pay an employee two (2) times his standard hourly rate for all hours he is required to work over ten (10) a day.

Article 9.04 Exceptions to Daily Overtime

(a) When an employee is permitted by management to change from one shift to another at their own request, and a new shift starts within the same 24 hour period as their preceding shift, overtime provided under Articles 9.02 and 9.03 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

(b) Attendance at training scheduled outside of normal scheduled hours of work will be paid at the applicable overtime rate.
Article 9.05 Saturdays and Sundays

Where the work week (as defined in Article 8.02) of an employee begins on Monday, the Company shall pay one and one-half (1 ½) times the regular straight time hourly rate for all work performed on Saturday (subject to Article 9.03(b)) and two (2) times the regular straight time hourly rate for all work performed on Sunday.

Article 9.06 Sixth or Seventh Days

Where the work week (as defined in Article 8.02) of an employee begins on a day other than Monday, the Company shall pay one and one-half (1 ½) times the regular straight time hourly rate for all work performed on the sixth day of his work week (subject to Article 9.03(b)), and two (2) times the regular straight time hourly rate for all work performed on the seventh day of his work week.

Article 9.07 Scheduled Days Off

(a) Overtime compensation shall not apply for hours worked until the regular hours worked exceed the regular scheduled hours for the applicable work week. Overtime hours on a regular scheduled shift do not apply as regular hours worked in the week. The following reasons shall be considered in the calculation of regular hours worked for the week:

(i) Death in the family;
(ii) Jury Duty or subpoenaed witness;
(iii) Approved leave of absence;
(iv) Pre-scheduled vacation; and
(v) O&T sick

(b) Should an employee be required to work overtime on their scheduled days off, they shall be paid as follows:

(i) For all hours worked on their first scheduled day off, one and one-half (1 ½) times their standard hourly rate, subject to Article 9.03(b).
(ii) For all hours worked on their second, third or fourth scheduled day off, two (2) times their standard hourly rate.

**Article 9.08 Pyramiding**

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

**Article 9.09 Overtime Distribution**

(a) Rotating Overtime

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

(b) Overtime Sheets - Production and Maintenance Employees Only

i. Employees making the commitment to overtime by putting their name on the department overtime sheet will get preference for that date. This involves, leaving a contact number and signing the weekly overtime sheet, with what days and shifts they will be available for overtime coverage. By making this commitment the employee must be available from (2) two hours prior to the start of the shift(s) to (1) one hour following the start of the shift(s) they have indicated, so that they may be called in if necessary. Employees who sign up for overtime and refuse to work the offered overtime opportunity 3 or more times in a 30 day period will be removed from consideration for overtime for a 60 day period. An employee must contact the department supervisor on shift if they wish to have their name removed from the overtime sheet.
ii. Should the Company need to schedule shift coverage in advance, (vacations, leave of absences, etc) an employee who has signed an OT sign-up sheet will be deemed available for any scheduling and overtime opportunities which become available and they are qualified to perform. The individual lines of progression, and department-wide overtime sheets will be posted on Sunday and taken down by noon on Monday of the following week to meet weekly scheduling overtime needs. Overtime sheets posted will reflect the date range of overtime opportunities.

iii. If the Company requires an employee to work overtime, it is the Company’s obligation to contact a qualified employee whose name is on the overtime sheet. The supervisor shall maintain a written record as defined in 9.09(b)viii. If the Company errs and calls in an employee whose name was not on the overtime sheet, then the Company shall offer the next overtime opportunity that the wronged employee has signed up for. If the Company errs and calls in a contract employee rather than the qualified employee on the overtime sheet, then the Company owes the wronged employee the pay they missed for not being called.

iv. An employee’s name shall only appear on the overtime sheet for the department they are currently working and they hold a bid job for. When no names appear on the overtime sheet, the Company may then call in other qualified employees from within the department. If no employees are available within that department, the Company may then call in qualified employees from other departments.

v. Within lines of progression, overtime shall be filled at the bottom job whenever possible to facilitate the normal job progression of employee’s on that shift. If it is not possible and every effort has been made to fill the bottom job, the Company shall then fill jobs higher
in the line with overtime. This is all subject to Article 12.10(f).

vi. When overtime is required for equipment failure (repair), overtime opportunities in the applicable department will be offered to the qualified trades’ person familiar with the equipment and with the least overtime opportunities in the applicable department who signed the appropriate overtime sheet. When no names appear on the overtime sheet, the Company may then call in other qualified employees familiar with the applicable equipment from within the department.

vii. The following responses will be used in tracking overtime opportunities for those employees who have signed up on the overtime sheet:
   a. YES - Employee accepted the work opportunity which counted as a worked opportunity;
   b. NO - Employee declined the work opportunity which counts as a declined opportunity;
   c. NA - No answer; will be contacted at the number provided on the overtime sheet by the employee. The time called, and the time of opportunity will be recorded, and moved down the list to the next employee. This counts as a declined work opportunity;
   d. WORKING - Either working on the shift or will exceed the 16 hour threshold in a 24 hour period;
   e. SICK - Employee is off sick.

viii. Each department shall maintain overtime sheets. Such sheets shall be accessible to Union Representatives upon request. The tracking of overtime opportunities for the purpose of equitable distribution will be reset every 6 months; January 1 & July 1 of each year.
ix. The Joint Seniority, Shift and Overtime Committee will deal with all overtime discrepancies as they occur.

This does not preclude the Union from proceeding with a grievance in accordance with Article 6.

**Article 9.10 Time Off After Overtime**

If an employee is required to work overtime and his starting time is eight (8) hours or less to the start of his next regular shift, he will have the option to take the shift off without pay.

**Article 9.11 Overtime Meal**

(a) Call-In prior to Scheduled Shift
Employee’s called in with less than two (2) hours of notice prior to the start of the scheduled shift are entitled to a hot meal or $12.00.

(b) Stay Over
Employee’s asked to stay past their regularly scheduled shift for greater than two (2) hours are entitled to a hot meal or $12.00. Where the employee stays an additional four (4) hours they shall be provided with an additional hot meal or $12.00.

(c) Call in on day off
When an employee is called with less than two (2) hours notice and requested to work more than two (2) hours they will be provided a hot meal or $12.00. Where the employee stays an additional four (4) hours they shall be provided with an additional hot meal or $12.00.

(d) There shall be a maximum of two (2) meals or allowances per shift in all above cases.

**Article 9.12 Office and Technical Employees Only**

(a) Overtime compensation shall not apply for hours worked
until the regular hours worked exceed the regular scheduled hours for the applicable work week. Overtime hours on a regular scheduled shift do not apply as regular hours worked in the week. The following reasons shall be considered in the calculation of regular hours worked for the week:

(i) Death in the family;
(ii) Jury Duty or subpoenaed witness;
(iii) Approved leave of absence;
(iv) Pre-scheduled vacation; and
(v) O&T sick

(b) For hours in excess of a department’s scheduled day, the overtime rate for an individual will be 1.5 times the straight time hourly rate for all hours worked up to 10 hours, and 2 times the straight time hourly rate for all hours worked in excess of 10 hours.

(c) If overtime is scheduled on the employee’s first day off, hours are paid at 1.5 times the straight time hourly rate, and hours in excess of 10 hours are paid at 2 times the straight time hourly rate. If overtime is scheduled on the employee’s second day off, hours are paid at 2 times the straight time hourly rate. If the employee chooses to work an alternate day rather than the normal scheduled day and receives approval from the supervisor, the employee will be paid at 1.5 times the straight time hourly rate. If the employee chooses to perform only part of the work on the first day off and the balance of the work on the second day off and receives approval from the supervisor, all work is paid at 1.5 times the straight time hourly rate.

(d) If the Company schedules a department, or part thereof, to work an 8 hour day from a 7 or 7.5 hour day, an employee will be paid 8 hours at straight time; if the department is scheduled to a 7.5 hour day from a 7 hour day, the employee will be paid 7.5 hours at straight time pay. Overtime rates will be applied as outlined above for hours worked in excess of the hours scheduled for the day.
**Article 9.13 Call-Out Pay**

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

**Article 10 Paid Holidays**

**Article 10.01**

The following shall be considered as paid holidays:

New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, 1st Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and New Years Eve, regardless of the day upon which they are observed or celebrated. All such holidays will be treated as those legislated in the Labour Standards Act of Saskatchewan. Should any of the above-mentioned holidays fall on an employee’s scheduled day off, they shall be granted one extra day without pay on their annual vacation. Extra days off will appear on employee’s paystubs and will be deducted as they are used up or expire.

**Article 10.02**

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

**Article 10.03 Working Paid Holidays**

An employee required to work on any of the above-named holidays shall be paid at the rate of two (2) times his regular straight time hourly rate for the first eight (8) hours in addition to his pay for the previous named holidays. Hours worked in excess of eight (8) on paid holidays will be paid at the rate of three (3) times the regular straight time hourly rate.
Article 10.04

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

Article 10.05

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

(a) Death in the immediate family,
(b) Illness,
(c) Jury Duty or subpoenaed witness,
(d) Approved leave of absence,
(e) Lay-off,
(f) Annual vacation.

Article 10.06

In the event that one or more of the twelve (12) paid holidays occurs during the employee’s vacation, he shall be paid for the holiday in addition to his vacation pay.

Article 10.07 Holiday on Scheduled Shift

Where a paid holiday falls on a scheduled shift, employee may request that day off, provided that application is made at least seventy-two (72) hours in advance of the holiday. The Company shall make a reasonable effort to replace the employee requesting the time off. The Company shall advise when paid holidays are to be worked at least seventy-two (72) hours in advance of the holiday. Exceptions to this shall be Christmas Day and Boxing Day where notice to work shall be given seven (7) days in advance of Christmas Day.
Article 10.08 Shift Schedules in Excess of Eight [8] Hours

(i) Where a paid holiday falls on an employee’s day off and the employee does not work on that holiday:

a) The employee shall be paid a sum equal to eight (8) hours straight time pay, and

b) As per the present Collective Agreement, the employee’s work shall be reduced by eight (8) hours and they shall be paid accordingly.

(ii) An employee who works on their day off on any of the listed paid holidays shall be paid at the rate of two (2) times their standard hourly wage rate for the normal duration of their shift in addition to their pay for the listed holidays. Hours worked in excess of their normal shift on that paid holiday shall be paid at three (3) times their standard hourly wage rate.

(iii) Where a paid holiday falls on an employee’s scheduled day of work:

a) An employee shall be paid a sum equal to their standard hourly wage rate for the normal duration of their shift.

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

<table>
<thead>
<tr>
<th>Shift (Hours)</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>1.500</td>
</tr>
<tr>
<td>10</td>
<td>1.750</td>
</tr>
<tr>
<td>8</td>
<td>2.000</td>
</tr>
</tbody>
</table>

(Not applicable)

c) Hours worked in excess of the normal hours for that shift shall be paid at the rate of three (3) times their standard hourly wage rate.
Article 11 Vacation

Article 11.01

Each employee shall be entitled to an annual vacation with pay in accordance with the employee’s length of service as provided in the Saskatchewan Labour Standards Act. Eligibility shall be based on years of continuous or accumulated service as of May 1st of each year.

Annual vacation requests must be submitted by March 15 for the period of May 1 to April 30 of the following year. The approved schedule of annual vacations submitted by March 15 will be posted by April 1. Vacation requests submitted after March 15 will be approved on a first come first serve basis and a response will be provided within two weeks of the request.

The Company shall make every reasonable effort to ensure that an employee’s vacation request is approved, consistent with operational requirements.

Where an employee transfers from one department to another, they shall take their vacation in accordance with the schedule established in their old department, unless there is an adverse operational impact in their new department.

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

Article 11.02 Less Than One Year

An employee who has less than one (1) year of service shall be entitled to one (1) day of vacation for each month of service up to that date not exceeding ten (10) working days. Vacation pay shall be four (4) percent of the employee’s gross earnings to April 30th of the current vacation year.
Article 11.03 One to Five Years

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

Article 11.04 Five to Twelve Years

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

Article 11.05 Twelve to Twenty-five Years

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

Article 11.06 Twenty-five Years or More

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

Article 11.07 Labour Act

In the event the Labour Standards Act is rescinded or amended during the life of this Agreement, the vacation provisions as provided in that Act shall be continued for the remaining life of this Agreement.
Article 11.08 Vacation While on Leave of Absence

Employees on leave of absence will maintain and accumulate their seniority standings as per 12.02, but will not accumulate service for the purpose of vacations. This will not apply to those on Local Union Leave of Absence.

Article 11.09 Definition of a Week

One week shall mean one complete shift, as stated in Appendix “B” and “C”.

Article 11.10 Vacation Pay While on Compensation

Employees who lose time during the year through being on Worker’s Compensation shall have vacation pay calculated on the basis of the earnings they would have received had they not lost such time. This provision refers to a 12 month period from the date of injury.

Article 11.11 Shift Schedules in Excess of Eight [8] Hours

The use of shifts in excess of eight (8) hours will, if necessary, mean an employee will work some weeks in excess of forty (40) hours and some less, averaging out at approximately forty (40) hours duration. Consequently, a vacation week will be calculated to be of forty (40) hours duration.

Article 10.01: “… should any of the above-mentioned holidays fall on an employee’s scheduled day off, they shall be granted one extra day without pay on their annual vacation.” Extra days off will appear on employee’s paystubs and will be deducted as they are used up or expire.
Article 12 Seniority

Article 12.01 Qualifications, Ability and Physical Fitness

Within various lines of progression, transfers, job postings and labour pool, the responsibility of the management for the efficient operation of the plant is recognized. It is therefore understood and agreed that management shall have the right to pass over any employee if it is established that they do not have the qualifications, ability or physical fitness to perform the work involved, even if they were given a reasonable trial or training period. The Company will discuss with the Union the reasons for passing over an employee under this provision before a final decision is made by the Company.

Article 12.02 Seniority and Job Opportunity

(a) 1. Production and Maintenance Employees Only

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

Senior employees will be eligible to request a preferred shift when a permanent position becomes available. No such request will be unreasonably denied.

2. Office and Technical Employees Only

The parties recognize that job opportunity and security shall increase in proportion to length of service. It’s therefore agreed that (subject to Article 12.01) senior employees shall be entitled to preference in all cases of job posting, transfer, lay-off (subject to Article 12.10 (I)), vacations, and rehiring after lay-off, subject to
qualifications. The Company will establish reasonable qualifications for new jobs.

Whenever a permanent opening becomes available, the Union will be notified of such opening and such openings will be posted and individuals who have expressed an interest in the specific job will be selected for the opening in accordance with seniority and qualifications. Office and Technical Employees are not eligible to bid on the position they currently occupy or hold a bid. All employees remain subject to change in assignment within their designated pool. Individuals who wish to move within their job can express interest in writing to their supervisor and preference will be given to that employee when the next vacancy in that job occurs.

(b) The term “plant seniority” shall mean an employee’s length of service as per Article 12.04.

(c) Production and Maintenance Employees Only.

The term “job seniority” shall mean an employee’s length of service on a job within a line of progression, and any leave of absence up to two (2) months in any one (1) year. Employee’s job seniority shall start accumulating the date of the bid award.

**Article 12.03 Job Transfers (Rate Retention)**

(a) When an employee with four (4) years or more of continuous service is demoted or transferred to a lower paid job from a classified job he has occupied for ninety (90) calendar days due to a reduction of force, his rate will be maintained for a period of seven (7) weeks; however, the rate will cease to be maintained if the employee refuses to accept promotion, recall or transfer to a job classification equal to or higher than he held at the time of cut-back or lay-off.
(b) If an employee refuses a job assignment lower than his original classification, but higher than the job to which he has been temporarily assigned, then his rate shall be changed to that of the job refused until such time that further promotion is available or the seven (7) week limit expires.

(c) Temporary Transfers

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

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

During periods of job displacement, employees shall be entitled to their rights under Article 12.11(m) or rate retention but not both.

Article 12.04 Establishing and Maintaining Seniority

Seniority of each employee (except as in Article 12.05) covered by this Agreement shall be established after the successful completion of a probation period of 960 hours worked.

Probationary employees laid off or terminated, shall, if returned to active employment in originally hired division within six (6) months from date of layoff or termination, be given credit for such time previously served. Employees being transferred or hired into another division will cumulate up to a maximum of 600 hours.

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

On satisfactory completion of probationary period, seniority shall count from date of employment. Seniority shall be maintained and accumulated during:
(a) Absence due to lay-off,

(b) Sickness or accident,

(c) Authorized leave-of-absence,

(d) Absence from employment while serving in Canada’s armed services,

(e) Lay-off due to lack of work after one (1) year seniority,

When the employee has successfully passed their probationary period, a notice shall be issued to the employee and the Union.

Upon completion of the 960 hour probationary period, employees will be eligible to bid on other positions.

Article 12.05 Temporary Employees and Students

(a) Production and Maintenance Employees Only.

1. Students hired for temporary work shall not be permitted to bid on positions and shall not accumulate seniority. Where possible, students and temporary employees will be placed at bottom jobs within various lines of progression or on bid jobs outside a line of progression where no qualified person can be made available. Students or temporary employees shall not work more than eight hundred (800) hours in any consecutive twelve (12) month period. They also shall not be eligible for membership in the Company’s Benefit Plans, with the exception of life insurance, which shall be provided in accordance with Article 17.01 at no cost to the employee.

2. Any temporary employees or students wishing to apply for permanent work shall do so in writing. Temporary employees or students who are hired into fulltime positions will be given credit towards their
probation period, up to a maximum of 600 hours, for such time previously worked.

Temporary employees who are rehired following a cutback into fulltime employment within three (3) months will be given credit towards their probation period, up to a maximum of 600 hours, for such time previously worked.

(b) Office and Technical Employees Only

1. It is recognized that the Company in order to maintain efficiency of operations may hire temporary relief. Such persons shall not be permitted to bid on positions and shall not accumulate seniority. They also shall not be eligible for membership in the Company’s Benefit Plans.

2. Temporary vacancies shall be defined as a period not longer than thirty (30) days except in periods of vacations and temporary relief for periods of extended illness which shall not exceed ninety (90) days, where after the position shall be posted.

3. Any temporary employees or students wishing to apply for permanent work shall do so in writing. Temporary employees or students who are hired into fulltime positions will be given credit towards their probation period, up to a maximum of 600 hours, for such time previously worked.

Temporary employees who are rehired following a cutback into fulltime employment within three (3) months will be given credit towards their probation period, up to a maximum of 600 hours, for such time previously worked.

4. Students including Co-op students may be hired and will not be eligible for membership in the Company’s Benefit Plans.
5. Temporary employees, students or Co-op students hired for temporary relief positions who meet all qualifications as defined in Appendix A will be compensated at the rate of pay for the position they are performing.

**Article 12.06 Loss of Seniority**

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

(a) If the employee voluntarily quits.

(b) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement.

(c) If the employee is laid off and fails to return to work when notified to do so or within a maximum of ten (10) calendar days. If the employee can demonstrate that they have legitimate employment elsewhere and must provide a notice period or in other extenuating circumstances beyond the employee’s control, they may request additional time to return and no reasonable request will be denied. In either case the employee will be notified by the Company by telephone and registered mail to their last known address. A copy will be supplied to the Union.

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

(d) Is on continuous lay-off due to lack of work for a period in excess of their accumulated seniority at the time of lay-off, providing their accumulated seniority is less than six (6) months.

(e) Is on lay-off for lack of work for a period of twelve (12) consecutive months providing their accumulated seniority
is less than one (1) year, but greater than six (6) months at the time of lay-off.

(f) If an employee is absent in excess of three (3) working days and fails to notify the Company of such absence, shall be deemed to have voluntarily terminated employment with the Company except where an employee can prove communication with the Company was impossible.

Article 12.07 Seniority Lists

The Company shall maintain seniority lists as follows:

(a) A plant seniority list for each division per Article 12.02. This list shall include the name, address, phone number, plant seniority date and job title of all employees occupying jobs covered by this Agreement and shall be revised quarterly. Copies will be supplied to the Union and posted on the designated Operations Building bulletin board (O&T posted on Main Office bulletin board). The names of all employees on Long Term Disability will be removed from the seniority list while they remain on Long Term Disability and will be replaced on the seniority list (without loss of seniority when they return to the work force). The Company will provide a list of employees on Long Term Disability to the Union.

(b) Production and Maintenance Employees Only.
A job seniority list for each line of progression. This list shall include the names of employees in such line in order of the job seniority and shall be revised quarterly and supplied to the Union upon request. In the Steel Division, the job held by the employee in his line of progression on November 1, 1966 will be considered to be his job seniority in that line of progression from the date of hiring. In the Pipe Division the job held by the employee in his line of progression on June 1, 1975 will be considered to be his job seniority in that line of progression from the date of hiring. This will not constitute a right for any employee to advance in that line of progression
unless a vacancy is created through the regular sequence of progression.

(c) There shall be a thirty (30) day period from the date of posting these lists during which period requests for revision may be received and any seniority standings that were not disputed and have not been changed shall not be subject to protest, except for clerical inaccuracies that might happen from time to time.

(d) For the purpose of alleviating numerous seniority problems, the Company shall supply the Union with lists of all crew changes resulting from lay-off and recall as soon as possible prior to their effective date.

**Article 12.08 Job Postings and Lines of Progression**

(a) Production and Maintenance Employees Only.

Notices of job vacancies shall be posted for either seven (7) calendar days or fourteen (14) calendar days depending on the nature of the vacancy to be filled. Vacancies due to the manning of additional crews shall be posted for seven (7) calendar days. All other vacancies shall be posted for fourteen (14) calendar days. All vacancies will be posted on a special bulletin board supplied for Union purposes with a copy submitted to the Union. Permanent vacancies shall be bid when they occur on the bottom job in a line of progression or on a job which is not in a line of progression. The number of positions available shall be included on the Job Posting.

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

Exceptions to this shall be:
1. Vacations
2. Sickness
3. Worker’s Compensation  
4. Approved Leave of Absence (less than 90 days)  
5. Apprenticeship (less than 90 days)

If after consultation with the union it is determined that a vacancy due to sickness, or Workers’ Compensation is going to exceed ninety (90) days the vacancy may be declared permanent and the position posted. The vacancy may be delayed or not posted at all if the parties mutually agree.

If the employee subsequently returns they will be placed into their original line of progression or bid job in accordance with their seniority.

An employee desiring the position must make application to management and to a union shop steward, within the above seven (7) or fourteen (14) calendar days. The senior employee(s) applying for the position shall be given preference to the appointment. Any bid that has been challenged or contested, a copy of the full bid file will be sent to the local union hall, upon request.

(b) Successful applicants shall have the right to return to their previous job within thirty (30) calendar days without loss of seniority. The Company shall have the right to return an employee to their previous job within thirty (30) calendar days as per Article 12.01 and such employee will not lose seniority. For Maintenance positions, the Company, upon mutual agreement with the Union, may extend the evaluation period to a maximum of sixty (60) calendar days. Such extension shall be provided in writing to the Union. In the event that an employee returns to their previous job, the next most senior applicant shall be awarded the bid to a maximum of four (4) employees per vacancy.

(c) Office and Technical Employees Only

Except in the case of a temporary vacancy of thirty (30)
calendar days or less, when a permanent vacancy occurs notice of such vacancy shall be posted for either seven (7) calendar days (in consultation with the union) or fourteen (14) calendar days depending on the nature of the vacancy to be filled on the Union bulletin boards provided in the office and plant. The Company will notify the Union Executive of the posting. An employee desiring the position must make application to Management and to a Union Shop Steward within the above days. Any bid that has been challenged or contested, a copy of the full bid file will be sent to the local union hall, upon request. Selection of the successful applicant will be in accordance with the provisions of Article 12.

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

Exceptions to this shall be:
1. Vacations
2. Sickness
3. Worker’s Compensation
4. Approved Leave of Absence (less than 90 days)
5. Apprenticeship (90 days)

If after consultation with the union it is determined that a vacancy due to sickness or Workers’ Compensation is going to exceed ninety (90) days the vacancy may be declared permanent and the position posted. The vacancy may be delayed or not posted at all if the parties mutually agree.

If the employee subsequently returns they will be placed into their bid job in accordance with their seniority.

An employee desiring the position must make application to management (with a copy to the Union), within the above seven (7) or fourteen (14) calendar days. The senior qualified employee applying for the position shall be given preference to the appointment.
Successful applicants shall have the right to return to their previous job within thirty (30) days without loss of seniority. The Company shall have the right to return an employee to their previous job within thirty (30) days as per Article 12.01 and such employee will not lose seniority. In the event that an employee returns to their previous job, the next most senior applicant shall be awarded the bid to a maximum of four (4) employees per vacancy.

(d) Job Posting Procedures

The Company and the Union agree that in order to facilitate the job posting process the following will be adhered to:

For all job postings the most senior, qualified employee(s) will be awarded the position.

Should the employee refuse the position, the next, most senior qualified employee will be awarded the position as per the appropriate articles of the Collective Bargaining Agreement.

All employees will be allowed to refuse one successful job bid during the year. If the employee fails to accept this job bid within the thirty (30) day qualifying period, they will not be allowed to refuse again until the beginning of the next calendar year (from January 1st to December 31st).

If a position is refused, the employee will complete and forward a job bid withdrawal form to the supervisor with a copy to Human Resources and the local Union.

If an employee has bid, and is successful, on two (2) job bids at the same time, they will be given the choice as to which position they accept and the 2nd position will not be counted as a refusal. The 2nd position will be awarded to the next most senior, qualified employee.

The following circumstances shall not be considered as a refusal:
• if the employee fails to qualify for the bid position for medical reasons,
• if the employee fails to successfully complete the thirty (30) days qualifying period and it is the decision of Management to return the employee to their former position.

When there are an insufficient number of bids to fill the positions required, the employees with the least seniority who have passed probation will be assigned to the bid position. Steel division will fill from the Steel Helper position. Tubular division will fill from the Finishing Helper position.

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

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

Article 12.09 Successful Bidders

(a) Production and Maintenance Employees Only.

The Company shall post the name of the successful bidder on the Union bulletin board within five (5) calendar days after the expiration of the seven (7) or fourteen (14) calendar day posting period.

(b) Office and Technical Employees Only.
The Company shall post the name of the successful bidder on the Union bulletin board within five (5) calendar days after the expiration of the fourteen (14) calendar day posting period. An employee who bid for and is awarded a job shall be given a reasonable trial period to demonstrate his ability to perform the work satisfactorily. If during the trial period it is determined that the employee cannot qualify, such employee shall revert to his former position.

**Article 12.10 Lines of Progression and Restrictions**

**Production and Maintenance Employees Only**

(a) The lines of progression shall be as set forth in this Agreement, subject to any subsequent changes agreed upon between the Company and the Union. Such changes to be in writing and signed by both parties. Any new job established in the line of progression shall become part of the line of progression.

(b) Job seniority shall be the main reason for advancement in the line of progression.

(c) Any employee will have the right to bid in to any line of progression in accordance with the terms of this Agreement.

(d) An employee will hold job seniority in one line of progression only.

(e) Employees bidding from one line of progression into another line of progression will forfeit all job seniority accumulated in the line of progression which they are vacating.

(f) There shall be no temporary transfers within the lines of progression, above the entrance to the line except where no trained personnel are available on that shift in the line. In such instances it is agreed that when an employee holding
job seniority in the line is not progressed, they shall receive the higher job class and be trained as soon as possible. This shall not apply to employees who have a waiver in effect.

(g) If an employee next in the line of progression does not desire to progress to the next higher job in the line of progression, they may decline to do so by signing a waiver to that effect, with a copy sent to the Union by the Company. The parties recognize that the efficiency of the operation may be impaired and in order to resolve any bottlenecks that may occur due to waiver problems such issues shall be referred to the Joint Seniority, Shift and Overtime Committee. This does not preclude the Union from proceeding with a grievance in accordance with Article 6.

(h) In the event of a temporary vacancy, the trained employee next in the line of progression on that shift shall fill the vacancy. (Temporary - 30 days). In the event that the vacancy is expected to be greater than thirty (30) days the employee next in line to fill the position, regardless of shift, shall fill the vacancy. In either event the Company will make their decision based on the information available at the time.

(i) If an employee passes another employee in the line due to the latter employee being unable or unwilling to move up the line, then they shall not have the right to bump the person they passed, due to lay-off, cutback or job deletion.

(j) If a new job is inserted in a line of progression, then the job shall be filled from the line of progression. All employees on jobs above the new job in the line shall have seniority in the new job.

(k) Entries to the line of progression shall be by job posting, bid, and in times of lay-off or cutback by bumping.
Lay-Offs

(i) Production and Maintenance Employees Only

In the event of cutback or lay-off, an employee shall be deemed to have the right to a position that is lower in that line of progression and will regress down their line to a position which they can hold. You shall regress as you progress and progress as you regress.

Office and Technical Employees Only

In the event of cutbacks or layoffs, an employee shall be deemed to have the right to a position according to seniority and qualification. An employee may bump into any position that they can hold. Employees bumping a position that they have not previously performed will be subject to the intermediate training rate for a period of six (6) months. It is therefore understood and agreed that management shall have the right to pass over any employee if it is established that they do not have the qualifications, ability or physical fitness to perform the work involved, even if they were given a reasonable trial or training period.

An employee who refuses to exercise their bumping rights and elects to take a layoff will not be recalled unless the job from which they were laid off becomes available. Should a laid off employee wish to return to any other vacant jobs they must advise the Human Resources Department of such request, in writing, before becoming eligible for recall.

Displaced Employee

(m) In the event that they cannot retain a position in their own line, or a job which is not within a line of progression, a displaced employee may apply (by filling out a bump form) for one of the following depending upon the circumstances arising from being displaced (copies of the bump form shall be sent to the Union):
1. Any jobs below the displacement line in any other line of progression held by the junior employee provided their plant seniority is greater than that of the employee to be replaced.

2. The higher job in any other line of progression held by the junior employee provided that they have held a bid and performed that job for a period exceeding thirty (30) consecutive days and can still perform that job efficiently with a familiarization period. Any other line excludes your original line of progression.

3. (i) Any jobs outside the lines of progression as “noted” below the displacement line in Appendix E, held by a junior employee and which they are capable of performing.

   (ii) Any jobs outside the lines of progression, “noted” above the displacement line in Appendix E, held by a junior employee provided they have held a bid and performed that job for a period exceeding thirty (30) consecutive days and can still perform that job efficiently with a familiarization period.

4. Exceptions to this Article shall be those employees in the category of tradesmen and apprentices. It is not the intent of this Article to prevent tradesmen and apprentices from bumping within their own trade from department to department.

5. Recall from layoff will be on the basis of plant seniority from among those people who can still perform that job efficiently with a familiarization period. The employee with the greatest job seniority within the line of progression demoted or laid off due to lack of work shall have the right to their regular job before those with less job seniority in that line of progression. Employees recalled must return to their original line of progression or bid job and be willing to
promote to any job where they possess job seniority.

For the following positions only, recall will be based on plant seniority and the familiarization and training period shall be no greater than four shifts:

**Steel Division**
- Rolling Mill - Gauger
- Slitter Lines - Bander

**Tubular Division**
- Yard & Shipping - Car prep/Tie Down Operator, Yard Inspector/Tallyman

6. Exceptions to the above, shall be when you cannot hold a position in the plant because of layoff using your plant seniority the affected employee or employees must bump the lowest possible job in their own line of progression.

Note: The familiarization period mentioned in the above provisions shall be a period not exceeding two (2) shifts with exception to the positions noted in 12.10 (m) 5.

(n) Rules for Bumping - Displaced Employees Only

1. Time Limits for Bumping

A displaced employee wishing to exercise their bumping rights must do so within ten (10) calendar days from time of displacement.

2. Before Being Displaced for One Year

(i) An employee who has not been displaced from their original line of progression for one (1) year will not accumulate job seniority in another line of progression.

(ii) An employee displaced for less than one (1) year shall
not progress within another line of progression during times of vacancies (except as noted in 12.10 (f)). During times of cutback the employee will maintain their position in another line of progression using plant seniority. If an employee is unable to maintain their position in another line of progression they will be displaced from that line of progression.

(iii) For clarification it is understood that working overtime in the line of progression an individual has been displaced from does not constitute a recall to the line of progression for the purposes of this article.

3. After being displaced for One Year

(a) After one (1) year of displacement an employee shall lose all job seniority in their original line of progression and shall not be entitled to recall to their original line of progression.

(b) After one (1) year of displacement the line of progression into which an employee bumped will become their regular line of progression. An employee shall be inserted into the line of progression with job seniority in the new line of progression at the position they bumped and job seniority from the day they bumped.

(c) During periods of cutback an employee shall regress and progress within their new line of progression according to job seniority. Plant seniority will maintain an employee on a bottom job within a line of progression.

4. Definition of Cutback

Cutback in this article shall mean a reduction in the number of crews and does not mean a temporary shutdown where upon recall, the same number of crews are re-instituted.
Article 12.11 Definition of Lay-off

For the purpose of this Agreement “lay-off” means temporary dispensation with the services of an employee for a period exceeding three (3) working days in any one (1) calendar month.

Article 12.12 Lay-Off Procedure

Whenever a lay-off occurs, due to lack of work and subject to the provision of Article 12.02, the Company agrees to give fourteen (14) calendar days notice, except as noted in 12.12 (a), such notice to be posted on plant bulletin boards with a copy to the Union. A letter of confirmation will also be given to the employee or mailed to his last known address.

(a) Exceptions to the fourteen (14) day calendar notice will be:

1. Temporary or probationary employees are subject to layoff without notice.
2. Seven (7) calendar days notice of layoff will given to Employees with less than five years seniority.
3. Employees who are recalled for a shorter period of time than their layoff notice entitlement.
4. Seven (7) calendar days notice of layoff will be given when a layoff is occasioned by emergency conditions. In such cases the notice period may include days where an employee is sent home in accordance with Article 12.13.

(b) The Company may extend any layoff notice given for up to one additional calendar week to meet operational requirements.

Article 12.13

(a) Lay-off Because of Breakdown

When a breakdown of equipment or a lack of material or work occurs and an employee is sent home as a result
thereof, such employee may be sent home without regard to seniority, provided that such total time lost by any such employee shall not exceed three (3) working days in any one calendar month. If an employee(s) is required to work, the most senior qualified person(s) on that particular crew will remain.

(b) End or Start of Month Lay-Offs

Should a lay-off occur during the last three (3) working days of a calendar month and extend into the next calendar month up to a maximum of three (3) working days, then this will count as one lay-off and not two separate lay-offs.

Article 12.14 Temporary Transfers

The Company may transfer an employee to any job within their division (Steel or Tubular) in which the employee works, on a temporary basis, (Production and Maintenance employees are subject to Article 12.10(f)). An employee, who is temporarily transferred from his regular job for more than an accumulated total of one (1) hour in any one day, shall be paid the standard hourly rate of the job to which he has been transferred for time worked on the job provided such a rate is not less than that of his regular job. If the employee is temporarily transferred for an accumulated total of four (4) hours in any one day, he shall be paid (for the entire shift that the employee is scheduled for) at the standard hourly rate of the job to which he has been transferred provided such a rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a lay-off, is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer. The word “temporary” in this section shall mean a period of up to and including thirty (30) days.

The Company shall highlight all employees who are on temporary transfer for a scheduled workweek on the weekly manpower schedule.
Article 12.15 Inter-Plant Transfer

Opportunity will be afforded to laid off members from other plants prior to the hiring of new employees. Seniority and/or service shall only apply to benefits, pensions, vacations and severance entitlements under Articles 11, 12.06 (e), 15, and 17.

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

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

All employees who request and are granted an inter-plant transfer shall be subject to a trial period of ninety (90) calendar days. During this trial period the Company shall have the right to return the employee to their former plant if the employee is deemed unable to meet the requirements of the job or the employee may elect to return to their former plant, in either case, without any loss of their former seniority. It is understood that transfers will occur at the employee’s own expense.

Employees who are transferred shall be subject to recall at their original plant, and they shall have the option of returning to their original plant or remaining at the new plant. If an employee accepts the recall, transfer date will be determined by management not to exceed fourteen (14) calendar days. Employees who remain at the new plant will forfeit all seniority held at the former plant except as it applies to benefits, pensions, vacations and severance entitlements under Articles 11, 12.06 (e), 15, and 17. Their seniority at the plant transferred to shall start from the first day worked in that plant.

Article 12.16 Inter-Divisional Transfer Production and Maintenance Employees Only

If an employee requests a move from one division to the other, he retains plant seniority for the purpose of vacation, lay-offs
and benefits under Article 17. His job seniority in the division he moves to shall start from the first day worked in that division.

The moving from one division to another shall only be in the bottom jobs in each division, i.e.) the entry job into a line, and an employee shall be allowed one transfer only, except where circumstances are beyond the employee’s control.

If an employee requests a move he shall forfeit all job seniority held in the division moved from.

For the transfer of work forces due to lay-off, change in production patterns, etc., all transfers must be mutually agreed on by the Company and the Union.

Article 12.17 Transfer to a Supervisory Position

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

Such an employee shall accumulate their seniority for a period of six (6) months and shall retain their seniority for another six (6) months in the occupation from which they were transferred, up to a period of twelve (12) months. At the conclusion of the twelve months, the decision must be made to either accept a salary supervisor position or return to the bargaining unit. If an employee is returned to the bargaining unit at or prior to the conclusion of twelve (12) months, they will not be transferred to a Temporary Supervisory Position for a period of twelve (12) months.

In the event that they are relieved of or relinquish their position within the said twelve (12) months, they shall have the right to return to the bargaining unit and be credited with seniority which they had at the end of their first six (6) months after being transferred to the supervisory position providing the said employee has paid their regular monthly dues and assessments, if any. In addition, such notice of promotion and demotion shall be in writing to the Union.
Article 13 Leave of Absence

Article 13.01 Personal Reasons

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

(a) He requests it in writing at least seven (7) days in advance. A copy of management approval to be sent out to the Union within five (5) days.

(b) The leave is for a good reason and does not interfere with operations, except in emergency situations when leave shall be granted regardless.

Article 13.02 Extended Leave of Absence

A leave of absence will be extended for additional periods of up to thirty (30) days if there is a good reason and Management approves. The employee must request the extension in writing before their current leave expires. Management will notify the Union of approvals extensions in writing.

Article 13.03

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

Article 13.04 Leave of Absence to Attend to Union Business

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

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

In cases of leave of absence for educational purposes only, the Company shall respond within fifteen (15) days from receipt of request.

Article 13.05 Leave for Union Business

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

Article 13.06 Leave for Jury Service

The Company shall pay an employee who is required for jury service or who is subpoenaed as a witness, the difference between the amount of straight time earnings he would have received from the Company and the amount of pay received from the Court. In order to qualify for any compensation by the Company under this Article 13, the employee shall also present proof of this service and the amount of pay received from the Court. However, the Company shall not be required to pay for time lapsed during a postponement or recess if the employee could have returned to work at the Court’s consent.
Article 13.07 Failure to Return from Leave

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

Article 13.08 Engages in Other Employment

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

Article 13.09 Requesting a Leave of Absence

All requests for leave of absence whether for personal reasons or Union business shall be in writing to the Human Resources Department, who will then forward notification to the employee’s direct supervisor.

Article 13.10 Leave of Absence for Job Evaluation Committee

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

(a) Accumulate any seniority to which they normally would be entitled.

(b) Receive their regular rate of pay from the Company as based upon a normal work week.

(c) Return to their regular employment when their work on the Committee is completed.

Article 13.11 Union Negotiating Committee

(a) The Union has the right to appoint or otherwise select a
Negotiating Committee consisting of eight (8) employees on the following basis:
Regina 5 Employees
Calgary 3 Employees

(b) The Negotiating Committee may be accompanied by such full time Staff Representative(s) as may be appointed by the International Union.

(c) During negotiations for a new Collective Agreement the Company may place employees, members of the Negotiating Committee, on the day shift.

(d) Employees on the Negotiating Committee, up to the maximum number shown in paragraph (a) above, will be compensated for wages lost from their normally scheduled work hours and will be granted a $25 per diem to cover meals and other miscellaneous expenses for all days when bargaining meetings are held with the Company. In addition, the Company will pay reasonable travel expenses and lodging for Negotiating Committee members who have to travel to a city other than the city of their normal residence to participate in negotiations.

Article 13.12 Joint Union Education Fund

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

Article 13.13 Maternity/Paternity/Adoption/Compassionate Care Leave

(i) Conditions

a) Every employee who has completed six (6) months of continuous service with the Company is entitled to and shall be granted a leave of absence from employment for the purpose of maternity, parental and adoption leave.
b) An employee who intends to take a leave of absence from employment under the leave clause shall:

I. Give at least four (4) weeks’ notice in writing to the Employer unless there is a valid reason why that notice cannot be given;

II. Inform the Company in writing of the length of leave intended to be taken; and

III. Give at least four (4) week’s notice in writing to the Company of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

(ii) Maternity Leave

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

b) The employee must provide medical certification that the employee is pregnant and specifying the estimated date of birth as per Article 13.13 i) b).

c) Where the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six (6) weeks leave after the actual date of birth.

d) The total period of maternity leave shall not exceed eighteen (18) weeks.

e) Employees on maternity leave will maintain their eligibility for Medical, Dental, Vision and Life Insurance Coverage. Any optional Group Insurance Plans will continue throughout the length of the leave, provided that employees pay their portion of the required premiums for the duration of the leave.

f) An employee who provides the Company with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:
I. A supplement to Canada employment insurance (EI) benefits up to the Weekly Indemnity maximum for maternity leave to a maximum of sixteen (16) weeks provided the employee is receiving EI benefits.

II. If an employee is laid off or not on active duty, their supplementary employment benefit would cease.

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

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

(v) Compassionate Care
   a) An employee can receive compassionate care leave for up to a maximum of eight (8) weeks if you have to be absent from work to provide care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks.
   b) The employee must provide medical proof showing that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.
c) The employee can receive compassionate care leave for a maximum of eight (8) weeks within the twenty-six (26) week period that starts during one of the following weeks, whichever is earlier:
   i. The week the doctor signs the medical certificate; or
   ii. The week the doctor examines the gravely ill family member; or
   iii. The week the family member became gravely ill, if the doctor can determine that date (for example, the date of the test results)

d) The leave ends when:
   i. Eight (8) weeks of compassionate care leave has been taken; or
   ii. The gravely ill family member dies or no longer requires care or support; or
   iii. The twenty-six (26) week period has expired

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

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

Article 14 Safety, Health and Environment

Article 14.01

The Company and Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness. The Union will assist Management in carrying out any reasonable accident prevention program.
Article 14.02

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

Article 14.03 PPE & Medicals

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

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

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

(d) Winter Outerwear
The Company will provide appropriate winter outerwear to employees whose regular work is performed outdoors for a portion (minimum one (1) hour) of their shift. In addition, a properly fitted personal parka will be provided to each Yard Machine Operator.

(e) Fire Retardant Clothing
Where required, the Company will provide clean, safe and appropriate approved fire retardant clothing to employees.
Article 14.04

The Company and the Union agree to promote safety and industrial hygiene in the plant and to follow procedures as outlined in the Saskatchewan Occupational Health and Safety Act and Regulations. A Joint Safety, Health and Environment Committee member shall be invited to participate in the monthly Safety, Environmental and Housekeeping tours of the department they represent.

Article 14.05 Right to Refuse

(a) The Union recognizes and the Company accepts the responsibility to make adequate provision for the safety and health of the employees during the hours of their employment.

(b) As per section 23 of the Occupational Health and Safety Act and Regulations a worker may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are unusually dangerous to their health or safety or the health and safety of any other person at the place of employment, until sufficient steps have been taken to satisfy them otherwise, or until the Joint Safety, Health and Environment Committee or occupational health officer has investigated the matter and advised them otherwise. Should this section of the act be eliminated or revised to a lesser standard this article shall then apply.

(c) No worker will be disciplined for exercising their right to refuse unsafe work. The worker will be offered other work at their regular job class until the matter is resolved. No other employee will be assigned the work in question until such time as the requirements specified in the Occupational Health and Safety Act and Regulations dealing with the right to refuse have been satisfied.

(d) The Joint Safety, Health and Environment Committee will be given access to all Material Safety Data Sheets relevant to products/chemicals used in the Plant. A copy of the
approved product request form as well as the product’s MSDS sheet will be forwarded to the Co-Chairs of the Joint Safety, Health and Environment Committee. Employees will be trained on the safe handling and use of such products/chemicals.

**Article 14.06**

(a) A Union member of the Joint Safety, Health and Environment Committee shall be notified immediately of each safety incident or injury. Union member(s) of the Committee will be present and participate in all investigations either initial or follow ups involving safety incidents, injury and near misses and assist in the preparation of the report. The Company agrees to cooperate with the Joint Committee members and facilitate their ability to conduct inspections and investigations. The Company will provide all relevant and pertinent reports, plans, and records to the committee. In the event of a dangerous occurrence as defined by OH&S legislation the site shall not be disturbed, except for the purpose of saving a life or relieving human suffering. Counseling services will be made available for all employees involved directly, or indirectly, with a serious injury or fatality.

(b) The Joint Safety, Health, and Environment Committee may from time to time consult and use the services of outside experts including the USW Emergency Response Team on any matter that involves the health and safety of employees.

(c) Employees will be provided access to all written job safety procedures and work processes in effect in a department upon beginning employment in a department. New or revised job safety procedures will be reviewed with each employee affected by the new or revised procedure or process in a timely fashion.

(d) Prior to the implementation or installation of new or modified equipment the Union’s Health, Safety and Environmental
Representative will be notified and information outlining the changes or modifications will be provided to the employees working on the equipment or in the area.

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

**Article 14.07 Joint Safety, Health and Environment Committee**

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

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

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

(a) Report to Management on each major incident and attempt to ascertain the cause and recommend changes necessary to eliminate further incidents of similar nature. Copy of reports to be supplied to the Union.

(b) Consider practices and rules relating to safety and health.

(c) Formulate suggested changes in practices and rules relating to safety and health.
(d) Recommend to Management the adoption of these new practices and rules.

(e) Report to Management its findings on any major pollution problems relating to litter, noise, air, etc., or any other form of pollution and make recommendations to Management on such problems. Results of any of the above tests will be reviewed at the Joint Safety, Health and Environment Committee meetings and a copy of the results will be supplied to the Union’s Joint Safety, Health and Environment Committee Co-Chair.

(f) Investigate and report to Management any concerns with respect to contractor compliance with all safety policies and procedures and with health, safety and environmental legislation while on Company premises.

**Article 14.08 Pay on Day of Injury**

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

**Article 14.09 Transportation**

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

**Article 14.10 Transportation covered by WCB**

It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation, which is compensated by the Worker’s Compensation Board.
**Article 14.11 Safety and Health Education Leave**

The Company will provide thirty (30) days leave per calendar year, without loss of pay, to attend approved study programs in the area of safety and health.

**Article 14.12 Training for Advanced First Aid**

The Company agrees to provide training in advanced industrial first aid for seventeen (17) employees (eight (8) each from Pipe and Steel Divisions and one (1) from Office and Technical) to be selected by the respective Safety Committees.

It is further agreed that on all regularly scheduled shifts worked a twenty-five (25) cents per hour premium will be paid to a designated employee trained in advanced industrial first aid; such designates to be as follows:

- One (1) per shift in the Spiral Mill
- One (1) per shift in the ERW Mill
- Two (2) per shift in the Steel Division

**Article 14.13 Alternate Work and Accommodation**

(a) Alternate Work Program

The Company is willing to explore opportunities to find alternate work for employees with short term temporary work restrictions. These decisions will be considered non-precedent setting. The Union President or their designate and the Company agree to meet at the request of either party to discuss and review alternate work for employees with such restrictions. The Company will make reasonable efforts to provide the employee with suitable employment. The Union agrees to assist the Company during this process by making recommendations that may help the employee return to the work place. This applies to both work and non-work related short term temporary work restrictions.
Based on the employee’s attending physician’s report and input, subject to agreement by the Company’s consulting physician, the employee’s present physical capabilities and their present skills and abilities, the parties will review the restrictions and limitations form, to ensure the proposed assignment is consistent with medical circumstances. Normally the employee, where possible, will be returned to their shift, department and classification however, if the employee cannot be returned to their regular shift, department or classification the parties will review and discuss alternate work assignments.

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

(b) Accommodation of Disabled Employees

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

The disabled employees will provide medical updates to the Medical Department as required, but at least annually. If a medical update indicates that a change has occurred in the employee’s medical condition a meeting will be held between the President of the local union or designate, the employee and the Company to review how the change will affect the employee’s work assignment.
Article 14.14 Health, Safety & Environmental Representative

(a) The Company and the Union agree that a full time Health, Safety & Environmental Representative(s) is necessary and beneficial to the operations at Evraz. These positions will be filled as long as there are more than 50 Production & Maintenance employees working in their respective division.

The positions will be filled as follows;

I. Selection & Term Criteria
   a. As per 14.07, USW selects its OH&S committee member representation.
   b. The OH&S Union committee members select a USW candidate from the interested/qualified individuals within the OH&S committee. USW members outside of the OH&S committee are not eligible.
   c. The position term is 12 months. This term can be extended upon mutual agreement of the joint OH&S committee.
   d. The elected USW candidate chosen for the Safety Representative position is also the OH&S joint committee co-chairperson.

II. Qualification Criteria
    Evraz will provide training opportunities for the qualifications below within 3 months of appointment to the committee.
    a. Active member of OH&S joint committee, as per 14.07, for the past 12 months.
    b. Demonstrated attendance of 6 of the last 12 OH&S joint committee meetings, including authorized absences.
    c. OH&S Level 1 certified (course provided by Saskatchewan OH&S)
    d. Certified WHMIS trainer or willing to take at first opportunity
e. OH&S Level 2 certified, or willing to take at first opportunity (course provided by Saskatchewan OH&S)

III. Required Job Functions
a. Weekly housekeeping & Safety Inspection tours completed, documented, and submitted to Safety manager.
b. Shall study and be familiar with applicable and relevant legislation in order to assist departments on safety issues.
c. Assist in preparation of new job safety analysis and revisions.
d. Assist in preparation of new lock out procedures.
e. Shall inspect fire extinguisher stations and equipment to ensure present, properly marked, and in good working order.
f. Work with on-site medical support provider, to keep all first aid rooms and supplies in good condition and adequately stocked.
g. Ensure appropriate valves, switches, disconnects, etc are properly marked.
h. Daily attendance of Tool Box Talks.
i. Participate as an impartial safety representative in root cause analysis in all incident/accident investigations.
j. Counsel fellow employees observed doing unsafe acts.
k. Weekly report summarizing work activity and log for past week.
l. Follow up on any items or concerns raised at safety meetings.
m. Lead and take part in new employee and contractor site orientations.

IV. Job Class
The Health, Safety & Environmental Representative will receive the rate of their bid job, ticketed trade rate (Maintenance only), or Job class 23, whichever is greater.
V. Supervisor
Division/Site Safety Manager

Article 15 Wages and Premiums

Article 15.01

(a) Effective upon ratification a $4,500 lump sum payment will be paid to all current employees who have completed at least 750 hours of work in the previous twelve (12) calendar months prior to ratification. For those employees who have worked less than 750 hours in the twelve months prior to ratification, the bonus will be prorated accordingly.

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

(c) Effective August 1, 2016 COLA*

Effective August 1, 2017 there will be a 1% wage increase + COLA*.

Effective August 1, 2018 there will be a 2% wage increase + COLA*.

Effective August 1, 2019 there will be a 2% wage increase + COLA*.

*COLA pay calculations as per the Letter of Understanding

(d) The increments between job classes are shown in the following rate tables.

(e) Effective August 1, 2016 the following P&M Maintenance trades classifications will be paid the base rates shown below:
(f) Effective August 1, 2016 the following Office and Technical Employees will be paid the base rates shown below:

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<th>Rate - 2017</th>
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(g) Any employee hired after the ratification date of this Agreement will be paid in accordance with the following schedule:

- 0 to 2,080 hours worked  80% of job class held
- 2,081 to 4,160 hours worked  90% of job class held
- Over 4,160 hours worked  100% of job class held

This excludes skilled trade workers.
**BASIC HOURLY RATES - P & M**  
**Effective August 1, 2016**

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### BASIC HOURLY RATES - P & M
Effective August 1, 2017

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# BASIC HOURLY RATES - P & M

**Effective August 1, 2018**

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**Effective August 1, 2019**

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**Effective August 1, 2016**  
The following rates do not include transition rates as outlined in Article 15.01(h).

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## BASIC HOURLY RATES - O & T

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**Effective August 1, 2018**

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### BASIC HOURLY RATES - O & T
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</table>
Article 15.02 Shift Premiums

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

(a) Night shift premiums for 12 hour shifts = seventy (70) cents per hour.

(b) Shift premium for other shifts as per the Basic Agreement.

Article 15.03 Saturday and Sunday Premiums

(a) A Saturday premium of fifty cents (50) per hour additional to the regular straight time hourly rate shall be paid to each employee for all straight time hours worked during the twenty-four (24) hour period beginning 8:00 a.m. Saturday or the shift starting time closest thereto.

(b) A Sunday premium of seventy-five cents per hour (75) additional to the regular straight time hourly rate shall be paid to each employee for all straight time hours worked during the twenty-four (24) hour period beginning 8:00 a.m. Sunday or the shift starting time closest thereto.

Article 15.04 Office and Technical Premium

Effective August 1, 1990, Office and Technical Employees who are on staff as of September 1981 will receive a thirty (30) cent per hour premium for all straight time hours worked.

Article 15.05 Reporting Allowance

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

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

**Article 15.06 Profit Sharing**

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

a) Five (5) percent of quarterly profit after tax and after subtracting dividends, but before extraordinary items,

b) Divided by Total Average Employment of Evraz (Canada) and excluding General Scrap for the quarter,

c) Divided by 520 hours,

d) Multiplied by: straight time hours worked plus vacation hours taken and statutory holiday hours.

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

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

For the purposes of this profit sharing, the Company shall mean EVRAZ Inc. NA Canada, the corporation formerly known as IPSCO Inc., which owns and operates the Regina SK, Calgary AB, Surrey BC, and Red Deer AB facilities.

The parties further agree that the profits of the Company, shall be calculated using Generally Accepted Accounting Principles (GAAP), and calculated after tax and after subtracting dividends, but before extraordinary items, and any impact resulting from the purchase of the Company by Evraz Group S.A.

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

Profit Sharing Plan payments shall be based on the Company’s results as reported by EVRAZ Inc. NA. When the annual audit of the Company’s financial statements is completed at year end, the Company shall provide the Union with a copy of the audited consolidated statement of income for EVRAZ Inc. NA Canada. Such statement will be made available within fifteen (15) days after the Company has received the audited statement. The final payment of each year will be based on the audited statement, and will reconcile, if necessary, any payments made for the three (3) earlier quarters of that year.

If the Union so requests, the Company shall share equally with the Union the cost for the independent auditor that performed its year-end audit to verify the calculations of any Profit Sharing Plan payments, including the calculation of profit from EVRAZ Inc. NA Canada.
Article 15.07 Severance Adjustment Allowance

The Severance Adjustment Allowance shall be equal in total to 80 hours pay (including C.O.L.A.) times years of service, payable in monthly installments, to be no greater than $400 per month, until the terminated person’s individual amount is exhausted. Alternatively, an employee affected by a plant closure may elect to receive a lump sum payment equal to 80 hours pay (including C.O.L.A.) times years of service.

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

The Severance Adjustment Allowance to be funded through the continuation of the Book Account established for such purposes in the Agreement dated August 1, 1987 to July 31, 1990, and the Company shall continue to accrue $.10 per hour in accordance with those provisions.

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

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

Article 15.08 Incentives

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

a) The standard hourly rates for the respective jobs shall be
the base rates and minimum hourly guaranteed rates for such incentives: and

b) The Company shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

**Article 16 Job Evaluation Committee**

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

2. The Committee will consist of four (4) members from the Union and four (4) members from the Company.

3. When it is necessary for the Job Evaluation Committee to meet to carry out its duties, the Union members of the Committee shall be provided leaves as outlined in Article 13.10.

4. The Job Evaluation Committee will meet within thirty days should there be a modification to an existing position or a new position is created. During the meeting, the Company will provide the Committee a written description of how it intends to modify an existing job or a complete description of a proposed new job. The description shall include:

   a) The requirements of such new or modified job in the areas of physical demand, training, skill, responsibility, and working environment;
   
   b) The Company’s view as to how these requirements compare to the requirements of existing jobs at the plant; and
   
   c) Based on paragraphs (a) and (b) above, at what rate the Company proposes for the position.
5. The Job Evaluation Committee shall be provided with any additional information requested in connection with its assessment of the new or modified job.

6. In the event that a position is evaluated at a higher rate of pay, employees in that position shall receive back pay retroactive to the date the job was modified or the introduction of the new position.

7. If the parties cannot agree on a job class, either party can advance to an Expedited Arbitrator to make a binding non-precedent setting decision. A revised proposal from each party will be submitted to the Arbitrator. It is incumbent on both parties to explain their proposal to the Arbitrator.

The parties agree that Ken Stevenson will be the sole Expedited Arbitrator for the Job Evaluation Process.

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

**Article 17 Benefits**

Production and Maintenance Employees Only

**Article 17.01 Insurance**

The Company agrees to pay the full cost of the Group Life Insurance covering employees in the amount of fifty thousand ($50,000.00) dollars per person on Group Life and fifty thousand ($50,000.00) dollars on Accidental Death and Dismemberment. The Company also agrees to pay the full cost of Group Life insurance in the amount of five thousand ($5,000.00) dollars to retired employees.
Article 17.02 Weekly Indemnity

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

70% of Job Class 04 (as at August 1, 2016) (including C.O.L.A.) ($844.06 per week) for a period of twenty-six (26) weeks payable on the first day for non-occupational accident or sickness which requires hospitalization including day surgery at a hospital on an out-patient basis utilizing a general anesthetic or an epidural block as an immobilizing measure or on the fourth day of sickness which does not require hospitalization. This benefit will be taxed at source.

Article 17.03 Dental Plan

The Company agrees to pay the premiums for a dental plan for all employees who have completed one month service. Benefits of the plan shall be as set out in the carrier’s policy. Plan benefits will not be in excess of the minimum fee specified in the current Provincial Dental Fee Schedule.

(a) The plan will provide for fifty (50%) percent of all orthodontic work to a one thousand five hundred ($1,500.00) dollars annual maximum, and a lifetime maximum of three thousand ($3000.00) dollars per person.

(b) The plan will provide for one hundred (100%) percent of all Basic Services and for seventy-five (75%) percent of all Major Services up to an annual maximum of five thousand ($5,000.00) per person. Benefits of the plan shall be as set out in the Carrier’s policy. Plan benefits will not be in excess of the minimum fee specified in the current Provincial Dental Fee Schedule. This will include oral (conscious) sedation and anesthetics.
**Article 17.04 Pension**

The Company and Union agree to modify the pension plan in effect during the prior Agreement and provide pensions in accordance with the provisions of Appendix “F”.

**Vested Pension**

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

**Article 17.05 Bereavement Pay**

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

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

- Up to five shifts for wife, husband, mother, father, children.
- Up to three shifts for brother, sister, grandparents, grandchildren.
- Up to one shift for brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents-in-law.

Any such leave of absence must be arranged with the employee’s foreman, if possible, or another company representative. Upon mutual agreement, bereavement
leave may be taken at a time other than the time of death. No such requests shall be unreasonably denied. The provisions of this article do not apply if at the time of bereavement the employee is absent from work due to sickness, accident, vacation, leave of absence, etc.

Article 17.06 Supplementary Unemployment Benefit

The Company agrees to fund a joint Supplementary Unemployment Benefit (S.U.B.) plan. Under this plan the Company will pay ten (10) cents an hour per employee on all straight time hours worked into a S.U.B. fund. In the case of layoffs, eligible employees will receive $110.00 per week from this fund. The Company will establish a line of credit up to a maximum of $500,000 to be drawn on by the S.U.B. Fund on an “as required” basis in order to maintain a benefit level of one hundred and ten dollars ($110) per week. Any draw down of the $500,000 line of credit will be reimbursed through future contributions.

Article 17.07 Medical Coverages

(a) The Company agrees to pay the full premiums for the Saskatchewan Medicare Plan and the Saskatchewan Hospitalization Plan, if applicable, on behalf of the employees and their dependents six (6) months in advance and periodically every six (6) months.

(b) The Company agrees to pay the full premium costs of Major Medical Health Care Benefits as negotiated and as outlined in the “Employee Benefits” booklet.

(c) The Company will provide to the Union copies of all “Benefit Plan Master Documents” once during the term of agreement unless there is a change of Insurance Provider.

Article 17.08

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

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

Should any employee be on a leave of absence exceeding 30 calendar days, their benefits will be paid for the balance of the month that the leave commenced. Employees on leave of absence may, by arrangement with the Human Resources department, continue their benefits up to a maximum of three (3) months provided the benefit premium is made by the employee.

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

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

**Article 17.09**

**Office and Technical Employees Only**

Welfare Benefits for the Office and Technical employees as in effect of July 31, 1984 shall continue for the duration of this agreement.

The Company will provide to the Union copies of all “Benefit Plan Master Documents” once during the term of agreement unless there is a change of Insurance Provider.
Article 17.10 Health Spending Account

The Employer established an individual health spending account on March 31, 2012. For all employees active on the seniority list who have completed at least 750 hours of work in the previous calendar year, the Employer will contribute $100 to the employees individual Health Spending Account by January 1 of each calendar year. Canada Revenue Agency rules governing Health Spending Accounts will apply. The parties agree that this will satisfy the Company’s obligation regarding EI rebates.

Article 17.11 WCB Appeals

(a) An employee whose workers compensation claim is being contested, and who is receiving no other remuneration, may apply for Weekly Indemnity benefits and where qualified shall be entitled to WI benefits for the period of disability up to the maximum allowed under the WI Plan. If the employee’s WCB claim succeeds they will repay to the plan provider any remuneration they received from the plan provider during any period for which they also received WCB compensation.

(b) Should the Company request a meeting with an employee to discuss their claim with the Worker’s Compensation Board, they will be entitled to a Union Representative upon request.

Article 17.12 Vision Plan

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

Production and Maintenance Employees Only

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

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

(c) The plan will provide $350 every twenty-four (24) months for the purpose of contact lenses for special conditions.

(d) The Plan will provide $100 every twelve (12) months for the purpose of replacement lenses.

Office and Technical Employees Only

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

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

(c) The plan will provide $350 every twenty-four (24) months for the purpose of contact lenses for special conditions.

(d) The plan will provide $100 every twenty-four (24) months for the purpose of replacement lenses.

Article 18 General Provisions

Article 18.01

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

Article 18.02 Established Practice

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

Article 18.03 Technological Change

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

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

(a) Employees with five (5) or more years of Company seniority
who are demoted to a lower classified job will have their rate
retained for a period of one (1) year.

(b) Both parties agree that such retraining as may be required
for a demoted employee will be on the job training, in the
normal manner through the exercise of his seniority.

(c) Employees with five (5) or more years of Company
seniority who are permanently laid off as direct result of
such automation or mechanization will receive one (1)
weeks pay for each full year of service up to a maximum of
ten (10) weeks pay.

(d) The above shall not apply in cases of temporary lay-off, or
in cases where market conditions, product obsolescence
or other factors beyond the Company’s control may dictate
lay-offs.
Article 18.04 Copies of Agreement

The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Company will have the Agreement printed in booklet form and Management will give a copy to each employee.

Article 18.05 Handicapped Employees

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

Article 18.06 Bulletin Boards

The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. In addition permission will not be unreasonably withheld to allow the Local Union executive access to the plant site for the sole purpose of distributing appropriate union literature to the Local Union membership from a location designated by the Company. Notices will be posted or distributed only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Union shall provide the Works Manager of the facility or the Human Resources Director with a copy of any literature prior to distribution.

Article 18.07

The Company and the Union agree that the one ($.01) cent contribution to the United Steelworkers Humanities Fund will continue to be remitted by the Company. The basis for this remittance is the Letter of Understanding dated August 14, 1987. That is, the one (1) cent is derived from a deduction from the then existing one dollar and nineteen cents ($1.19) C.O.L.A.
Float. This deduction is to be remitted to the United Steelworkers Humanities Fund as advised by the Union. It is further agreed that an additional one ($0.01) cent per hour for a total of two ($0.02) cents will be contributed to the United Steelworkers Humanities Fund by the Company. This additional one ($0.01) cent will be derived from the deduction from the October 2011 C.O.L.A. payment. If the October 2011 C.O.L.A payment is less than one ($0.01) cent then the payment will be deducted when the C.O.L.A. amount is greater than zero.

**Article 18.08 Access to Personnel Files**

Employees may gain access to and review the contents of their personnel file that is maintained by the Company relating to their employment in accordance with the following:

1. Access to files will only be granted by appointment through the Human Resources Department and supervised by Human Resources.

2. Employees will be granted access during off-duty hours only or during approved lunch breaks so as not to interfere with production.

3. Employees may request copies of specific documentation contained in the file.

**Article 18.09 Joint Seniority, Shift and Overtime Committee**

The parties agree to form a joint Company/Union Seniority, Shift and Overtime Committee for each division that shall meet every thirty (30) days or at the request of either party. The committee shall consist of a minimum of three (3) people appointed by the Company and a minimum of three (3) people appointed by the Union from the respective divisions.

Functions of such committee shall be to:
1. Maintain and update plant seniority lists.
2. Maintain and update job seniority lists.
3. Develop, maintain and distribute a ‘skills inventory list’ for all hourly employees to facilitate bumping.
4. Resolve problems as they occur within the lines of progression.
5. Discuss and resolve the application of the three day lay-off provision.
6. Study shift schedules and overtime requirements in the divisions.
7. Encourage proper overtime coverage, as per Article 8.11.
8. Other issues related to seniority, shifts and overtime as they may arise.

It is clearly understood that this article shall not constitute an extension of bargaining and it is further understood that these committees shall make non-binding recommendations. This article does not preclude the Union from proceeding with a grievance in accordance with Article 6.

**Article 18.10 Video Recordings**

In making any video or audio recordings in the workplace that may record the actions or statements of employees, the Company agrees that it will comply with the collective agreement and any applicable federal and provincial legislation including human rights.
**Article 19 - Duration of Agreement**

This Agreement shall become effective as of August 1, 2016 and shall remain in effect until and including July 31, 2020 and shall automatically be renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to July 31, 2020.

Provided, however, that notwithstanding anything therein contained, the Company hereby agrees at the request of the Union, that if prior to July 31, 2020 any person acquires more than 50% of the outstanding voting shares in the capital stock of the Company, or acquires by purchase, substantially all of the assets of the Company, and if the Union delivers to the Company written notice that it is for the reason terminating this agreement, shall terminate thirty (30) calendar days after the delivery of such notice.

The Articles, Appendices, and Letters of Understanding hereto appended shall be operational for the duration of the Agreement as noted above. Signed on this 7th day of September 2017.
This Agreement shall become effective as of August 1, 2016 and shall remain in effect until and including July 31, 2020 and shall automatically be renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to July 31, 2020.

Provided, however, that notwithstanding anything therein contained, the Company hereby agrees at the request of the Union, that if prior to July 31, 2020 any person acquires more than 50% of the outstanding voting shares in the capital stock of the Company, or acquires by purchase, substantially all of the assets of the Company, and if the Union delivers to the Company written notice that it is for the reason terminating this agreement, shall terminate thirty (30) calendar days after the delivery of such notice.

The Articles, Appendices, and Letters of Understanding hereto appended shall be operational for the duration of the Agreement as noted above.

Signed on this 7th day of September 2017.

For the Company

For the Union

Dario Cruz
Troy La Londe
Allan Haraphak
Brad Forster
Scott Manson
Marym El Kadri
Jeff Fox
Emily Payne
James Reichenbacher
John DeMarco

Keith Turcotte
Leslie McNabb
Mike Day
Bryan Ross
Kim Roberts
Stacy Hanley
Ryan McKenzie
Courtland Klein
John Forster
Tory Sand
John Collinson

John Collinson
# Minimum Educational & Experience Standards

<table>
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<th>Position (Job Class)</th>
<th>Qualifications</th>
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| Mechanical Technologist (As per Article 15.01 (h)) | - Diploma in Mechanical Technology or equivalent  
- Two years related experience  
| Senior Metallurgical Technologist (As per Article 15.01 (h)) | - Diploma in Metallurgical Technology or equivalent  
- Three years related metallurgical technical experience  
| Metallurgical Technologist (As per Article 15.01 (h)) | - Diploma in Metallurgical Technology or equivalent  
- One year related experience  
| Accounting (JC 13)                             | - A diploma with a major in Finance/Accounting or equivalent  
- Working knowledge and application of word processing and spreadsheet software  
| Accounting Clerk                              |  
| Accounting Clerk Tubular                      |  
| Administrative (JC 8)                         | - Grade XII Diploma or equivalent  
- 2 recognized post secondary accounting classes  
- Working knowledge and application of word processing and spreadsheet software  
| QA Clerk                                      |  
| Accounts Payable Clerk                        |  
| Accounts Receivable Clerk                     |  
| Credit/Payroll Clerk                          |  
| Invoicing Clerk                               |  
| Production/Mill Clerk                         |  
| Inventory Clerk                               |  
| Yard Clerk                                    |  
| Administrative Clerk                          |  
| Administrative Clerk                          |  
| Production (JC 8)                             | - Grade XII Diploma or equivalent  
- Working knowledge and application of word processing and spreadsheet software  
| Stores Warehouse Clerk Tubular                 |  
| Stores Warehouse Clerk Steel                  |  
| Maintenance Clerk Steel                       |  
| Maintenance Clerk Tubular                     |  
| Shipping Clerk                                |  
| Purchasing (JC 11)                            | - Successful completion of three recognized post secondary Supply/Management classes.  
- Working knowledge and application of word processing and spreadsheet software  
| Buyer                                         |  
| Office Support (JC3)                          | - Grade XII Diploma or Equivalent  
| Switchboard                                   |  

Definitions:  
Pool = underlined groupings  
Job = title of the position
APPENDIX “B”

The following schedules are recognized as examples only.
Key: *Management will attempt to schedule employees to follow A/B shifts or C/D shifts rotations.

SCHEDULE B1
1 CREW - 8 HR. - 5 DAY COVERAGE - DAYS

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SCHEDULE B2
2 CREWS - 8 HR. - 5 DAY COVERAGE - DAYS & AFTERNOONS

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### SCHEDULE B3
3 CREWS - 8 HR. - 5 DAY COVERAGE - DAYS, AFTERNOONS, NIGHTS

|   | 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 |
|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| A  | D | D | D | D | D |   | A | A | A | A | A | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| B  | N | N | N | N | N | D | D | D | D | D | A | A | A | A | A | N | N | N | N | N | N | N | N | N | N | N |
| C  | A | A | A | A | A | N | N | N | N | N | D | D | D | D | D | A | A | A | A | A | A | A | A | A | A | A |

### SCHEDULE B4
3 CREWS - 8.5 HR. - 7 DAY COVERAGE - DAYS & AFTERNOONS - 3/3

|   | 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 |
|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| A  | D | D | A | A | A | D | D | D | A | A | A | D | D | D | A | A | A | D | D | D | D | D | D | D | D | D |
| B  | D | D | D | A | A | A | D | D | D | A | A | A | D | D | D | A | A | A | D | D | D | D | D | D | D | D |
| C  | A | A | D | D | D | A | A | A | D | D | D | A | A | A | D | D | D | A | A | D | D | D | D | D | D | D | D |

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### SCHEDULE B5
2 CREWS - 8 HR. DAYS & 10 HR. AFTERNOONS - 5 DAY COVERAGE

|      | 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  |
|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| A    | D   | D   | D   | D   | D   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   | A   |
| B    | A   | A   | A   | A   | A   | D   | D   | D   | D   | D   | A   | A   | A   | A   | A   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   | D   |

### SCHEDULE B6
2 CREWS - 8 HR. - 7 DAY COVERAGE - DAYS

|      | 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  |
|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
### SCHEDULE B7

**1 CREW - 10 HR. - 4 DAY COVERAGE - DAYS**

|       | 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 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       | A | D | D | D | D | D | D | D | D | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  | D  |

### SCHEDULE B8

**2 CREWS - 10 HR. - 4 DAY COVERAGE - DAYS & AFTERNOONS**

|       | 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 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       | A | D | D | D | D |   | A | A | A | A  | D  | D  | D  | D  | A  | A  | A  | A  | D  | D  | D  | D  | D  | D  | D  | D  | D  |
|       | B | A | A | A | A |   | D | D | D | D  | A  | A  | A  | A  | A  | A  | A  | A  | D  | D  | D  | D  | D  | D  | D  | D  | D  |
### SCHEDULE B9
2 CREWS - 10 HR. - 7 DAY COVERAGE - DAYS

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### SCHEDULE B10
2 CREWS - 10/12 HR. - 7 DAY COVERAGE - DAYS - 4/4

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### SCHEDULE B11
#### 3 CREWS - 12/10.5 HR. - 7 DAY COVERAGE - DAYS/NIGHTS

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### SCHEDULE B12
#### 2 CREWS - 10 & 12 HRS. - 7 DAY COVERAGE - DAYS - 2/3/2

|       | 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 |
|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  | 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  |
| A     | D10| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12|    |
| B     | D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12| D12|    |
### SCHEDULE B13
2 CREWS - 11.5 HR. - 7 DAY COVERAGE - DAYS - 2/3/2

|       | 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 |
|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  | S  | M  | T  | W  | T  | F  | S  | S  | M  | T  | W  | T  | F  | S  | S  | M  | T  | W  | T  | F  | S  | M  | T  | W  | T  | F  | S  | M  | T  | W  | F  |

### SCHEDULE B14
2 CREWS - 12 HR. - 7 DAY COVERAGE - DAYS - 2/3/2

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### SCHEDULE B15
3 CREWS - 12 HR. - 5 DAY COVERAGE - DAYS & NIGHTS

|       | 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 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| A     | D | D | N | N | D | D | D | N | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D |
| B     | N | N | N | D | D | N | N | D | D | D | N | N | D | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N |
| C     | D | D | D | N | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D |

### SCHEDULE B16
4 CREWS - 12 HR. - 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 |
|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| CREW  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| A     | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D |
| B     |   |   | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D |
| C     | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | N | N | D | D | D | D |
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**SCHEDULE B17**  
4 CREWS - 12 HR. - 7 DAY COVERAGE - DAYS & NIGHTS - 2/3/2

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**SCHEDULE B18**  
2 CREWS - 10 HR. - 5 DAY COVERAGE - DAYS

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**SCHEDULE B19**

4 CREWS - 12 HR. - 7 DAY COVERAGE - DAYS & NIGHTS
APPENDIX “C”
The following schedules are recognized as examples only.

**SCHEDULE C1**
4 CREWS - 8 HR. - 7 DAY COVERAGE - DAYS, AFTERNOONS, & NIGHTS
CONTINUOUS OPERATION

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### SCHEDULE C2
3 CREWS - 8 HR. - 5 DAY COVERAGE - DAYS, AFTERNOONS, & NIGHTS - STAGGERED

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| B     | A | A | A | A | A | D | D | D | D | N | N | N | N | N | A | A | A | A | A |
| C     | N | N | N | N | N | A | A | A | A | D | D | D | D | N | N | N | N | N |

### SCHEDULE C3
3 CREWS - 8 HR. - 4 DAY COVERAGE - DAYS, AFTERNOONS, & NIGHTS

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1 CREW - 8 HR. - DAYS - 5/5/4

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### SCHEDULE C6
3 CREWS - 8.5 HR. - 7 DAY COVERAGE - DAYS & AFTERNOONS - 5/2/5/3

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**SCHEDULE C7**

4 CREWS - 12 HR. - 7 DAY COVERAGE - DAYS & NIGHTS - 2/2/2/2
APPENDIX “D”
RULES OF PROCEDURE FOR
EXPEDITED ARBITRATION

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

1. The Expedited Arbitration Procedure will provide a quick, inexpensive, effective and informal alternative to the regular arbitration procedure.

2. The focus of the Expedited Arbitration Procedure will be to provide a quick decision that resolves the grievance referred but does not establish a precedent that binds the parties.

3. The parties have agreed to establish a panel of expedited arbitrators as follows:
   (a) K. Stevenson  
   (b) R. Garden  
   (c) R. Hornung  
   (d) A. Wallace  
   (e) B. Kenny  
   (f) S. Barber

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

   If an Arbitrator is unable to continue to act as an expedited arbitrator, a new member will be appointed to the panel by mutual agreement between the parties.
4. When the first grievance is referred to the Expedited Arbitration Procedure, the Arbitrators will be canvassed with regard to availability in rotation commencing with the first Arbitrator on the list, progressing down the list until an Arbitrator from the list agrees to hear the matter. Subsequent referrals will initiate a canvass commencing with the next Arbitrator on the list below the Arbitrator who accepted the last referral.

5. Liaison with the Expedited Arbitration Panel:
   (a) General problems or concerns relating to the Expedited Arbitration Procedure will be discussed by the parties at the direction of:
       • The USW Staff Representative
       • The Director of Human Resources, Canadian Operations

6. Referral of Grievances to the Expedited Arbitration Procedure:
   (a) Once the parties agree to refer a grievance to the Expedited Arbitration Procedure a representative of the Human Resources Department will canvas the arbitration panel to determine an available arbitrator. The first available arbitrator will be assigned the grievance or grievances referred, agreeing to hold the hearing within twenty-eight (28) days and render a decision within forty-eight (48) hours of concluding the hearing.

   (b) The Expedited Arbitrator assigned will be provided with a copy of the grievance or grievances referred, a copy of the relevant Collective Bargaining Agreement and contact information for the parties.

   (c) After agreeing to hear a grievance or grievances under the Expedited Arbitration Procedure,
the Arbitrator will contact the officials of the Company and the Local Union to determine the date, time and place, off Company premises, for a hearing.

(d) The Arbitrator will not be assigned more than four cases per hearing day and shall not be requested to conduct more than two consecutive days of hearings.

7. Conduct of an Expedited Arbitration Hearing:
(a) The Expedited Arbitration Procedure will proceed via an agreed statement of facts and a statement of facts in dispute.
(b) Witnesses may be called to provide evidence. All witnesses will be sworn and subject to cross examination.
(c) Arbitration citations will be limited to non-expedited arbitration decisions in which the Company and Union are parties, which are on point, related to the facts in dispute and are essential to the proper determination of the case.
(d) Both written and oral argument may be presented.

8. Decisions: The Arbitrator may exercise discretion to render an oral decision at the hearing followed by a written decision within 48 hours or may adjourn the hearing to consider the evidence and issue a written decision within 48 hours.

(a) Decisions shall contain a brief statement of facts and contractual reliance on which the arbitrator will have based his/her findings and decision.

(b) Each decision shall be limited to five (5) pages typed on 8.5” x 11” letter size paper and shall contain a heading identifying:
(i) Expedited Arbitration.
(ii) Name Plant Location.
(iii) USW Local Union number involved.
(iv) Grievance number.
(v) Date of hearing.
(vi) Signature and typed name of Arbitrator.

(c) Decisions shall be mailed to the designated parties not later than 48 hours after the close of the hearing (excluding Saturdays, Sundays, and holidays). In no case will decisions be given or sent to only one of the parties. Decisions shall be mailed to all the parties at the same time.

(d) It shall be the responsibility of each of the local parties’ representatives, accountable for the presentation, to give the arbitrator the names of those to whom a copy of the decision is to be mailed.

9. Fees Paid to Expedited Arbitrators and Expenses:

(a) The arbitrator shall be paid on the basis of per hearing day which shall include his/her written decision on cases heard in such hearing day. A normal hearing day shall be from 9:30 a.m. to 12:30 p.m. and 1:30 p.m. and 4:30 p.m.

(b) Fee Schedule for Hearings:
Fees will be mutually agreed by the parties.

(c) Expenses
(i) Travel expenses shall be paid when the hearing is scheduled away from his/her normal base of doing business.
(ii) If an overnight stay is required in some unusual circumstances, the arbitrator shall be paid for overnight lodging and meals.
(d) The Arbitrator shall bill each of the local parties for one-half of the total fees and expenses. Prior to the hearing, the Local Union and Local Management will give the arbitrator the name, position and address of their designated representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator’s responsibility to make sure that he/she has such information prior to the close of the hearing.
APPENDIX “E”
DEPARTMENTS AND CLASSIFICATIONS

Key:
* Bid Position subject to Bumping Rules as per Article 12.10(m) 3 (i) or Article 12.10 (m) 1 (Below a displacement line).
** Bid Position subject to Bumping Rules as per Article 12.10(m) 3 (ii) (Above displacement line.)
*** One position is bumpable per full operating crew; all other positions are bid positions subject to Bumping Rules as per Article 12.10 (m) 3 (ii) (Above displacement line)
___ Positions below the line are the entry level bumpable positions, as per Article 12.10 (m)

Leader Positions are two (2) job classes above the highest rate supervised. Leaders are not responsible for discipline, kronos/payroll, access to personal files and dealing with issues of a personal nature.

CANADIAN STEEL DIVISION

<table>
<thead>
<tr>
<th>Bid Position</th>
<th>Classification</th>
<th>Job Class</th>
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</thead>
<tbody>
<tr>
<td>Steel Helper</td>
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(Or the rate for position performing)

MELT SHOP:

<table>
<thead>
<tr>
<th>Lines of Progression</th>
<th>Classification</th>
<th>Job Class</th>
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<tbody>
<tr>
<td>LMF</td>
<td>LMF Operator</td>
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<tr>
<td></td>
<td>Assistant LMF Operator</td>
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<td></td>
<td>LMF Helper</td>
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</table>

| EAF                  | EAF Operator              | 25        |
|                      | Assistant EAF Operator    | 14        |
|                      | EAF Helper                | 9         |

| Cranes               | Tap Crane Operator        | 20        |
|                      | Charge Crane Operator     | 15        |
Scrap Crane Operator  13  
Relief Crane Operator Trainee  8

Caster  
Strand Operator  24  
Ladle Controller  18  
Caster Helper  12  
Run Out Operator  10  
Tundish Builder  8

Yard  
Locomotive Operator  17  
Mobile Equipment Operator  15  
Switchman  10  
Lime Blower  7

Bid Position  Classification  Job Class
Ladies ** Ladleman  16
Brick Crew *** Brick Layer  14
** Forklift Operator  9
* Janitor  3

ROLLING MILL

Lines of Progression Classification  Job Class
Cranes Reheat Furnace Operator  21
Slab Yard Crane Operator  17
Mill Crane Operator  11
Relief Crane Operator Trainee  8

Rolling Mill  
Laminar Flow Operator  16  
Upcoiler Operator  13  
Crop Shear Operator  11  
Gauger  11  
Mill Line Helper  6
### HEAVY PLATE

<table>
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<tr>
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### ROLLSHOP

<table>
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<tbody>
<tr>
<td></td>
<td>Bearing Man</td>
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<td>Roll Grinder</td>
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<td>Roll Builder</td>
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<td>*</td>
<td>Janitor – Rolling Mill</td>
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<td>Janitor – Operations Building</td>
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<td>Janitor – Motor Room</td>
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### FINISHING

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<tr>
<td>Slitter Lines</td>
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<td>Set-up Man</td>
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<td>Assistant Operator</td>
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<td>Bander</td>
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<td>ID Bander and Recorder</td>
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| Finishing Cranes     | 60 Ton Crane Operator   | 11        |
|                      | 25 Ton Crane Operator   | 8         |
|                      | Relief Crane Operator Trainee | 8        |

### SHIPPING

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<td>**</td>
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<tr>
<td>*</td>
<td>Loader / Recorder</td>
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<td>Plate Shipping Crane Operator</td>
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QUALITY CONTROL

**Lines of Progression**

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<td>Lead Analyst</td>
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<td>Analyst</td>
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MAINTENANCE

**Bid Position**

** Classification | Job Class |
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<tr>
<td>** Stores Counterman</td>
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<tr>
<td>* Melt Shop Greaser</td>
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<tr>
<td>Machinist</td>
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<tr>
<td>Mechanic (Heavy Duty)</td>
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<tr>
<td>Millwright</td>
<td>++</td>
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<tr>
<td>Welder</td>
<td>++</td>
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<tr>
<td>Electrician</td>
<td>++</td>
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<tr>
<td>Electrical Engineering Technologist</td>
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<tr>
<td>Instrument Man</td>
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<tr>
<td>HVAC Mechanic</td>
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++ As per Article 15.01 (g)

**Line of Progression**

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<tr>
<td>Oil Systems Repairman</td>
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<td>Oiler/Greaser</td>
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CUT TO LENGTH LINE

**Bid Position**

*** Classification | Job Class |
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<td>CTLL Operator</td>
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## REGINA TUBULAR WORKS
### SPIRAL MILLS

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<tr>
<td>Spiral Welding</td>
<td>Mill Operator</td>
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<td>Uncoiler Operator</td>
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### SPIRAL FINISHING

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<td>UT 2 * +</td>
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<td>Final Inspector</td>
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<td>Inspector 2</td>
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Spiral Finishing Line of progression above the bump line will be considered three lines of progression and will not be subject to Article 12. 10 (f) and will be subject to 12.14

* Paid the rate once qualified
+ Prerequisite test required

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<tr>
<th>Pipe Jointing</th>
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<tr>
<td></td>
<td>DJ Welder</td>
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<td>DJ Helper</td>
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<tr>
<th>Bid Position</th>
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<tbody>
<tr>
<td>** Cross - Seam Welder</td>
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<tr>
<td>* Finishing Helper</td>
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<tr>
<td>** Finishing Coordinator</td>
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<tr>
<td>** Finishing Repair</td>
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<tr>
<td>** Crane Operator</td>
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<td>** Hydro / Beveller Operator</td>
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### 2” ERW Mill

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<tr>
<td>2” ERW Finishing</td>
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<tr>
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<td>Final Inspector</td>
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<table>
<thead>
<tr>
<th>Line of Progression</th>
<th>Classification</th>
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<tbody>
<tr>
<td>2” ERW Welding</td>
<td>Mill Operator</td>
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### 24” ERW Mill

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<th>Line of Progression</th>
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<td>UT1 +</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Inspector Final/EMI</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Finishing Helper</td>
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</table>

* Paid the rate once qualified  
+ Prerequisite test required

** Bid Position Classification Job Class
** Finishing Operator 10

### Quality Assurance

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<tr>
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<td>Lab Machine Operator</td>
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<tr>
<td>** QA Lab Leader</td>
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** Bid Position Classification Job Class
Hydro Operator 8
### YARD AND SHIPPING

**Lines of Progression**

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<tr>
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<td>Yard Inspector / Tallyman</td>
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<td>Car Prep/Tie Down Operator</td>
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**Bid Position**

<table>
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### MAINTENANCE

**Bid Position**

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<tr>
<td>Machinist</td>
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<tr>
<td>Welder</td>
<td>++</td>
</tr>
<tr>
<td>Millwright</td>
<td>++</td>
</tr>
<tr>
<td>Electrician</td>
<td>++</td>
</tr>
<tr>
<td>Electrical Engineering Technologist</td>
<td>++</td>
</tr>
</tbody>
</table>

++ As per Article 15.01 (g)
APPENDIX “F”
MEMORANDUM OF AGREEMENT

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

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

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

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

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

RE: PENSION BENEFITS FOR LOCALS 5890 and 6673 EFFECTIVE August 1, 2016

1. P & M Employees
The Company agrees to provide the following benefits:

(a) The basic pension effective August 1, 2018 will be sixty six ($66.25) dollars and twenty-five cents per month per year of service;
(b) The supplementary pension will be thirty ($30.00) dollars per month per year of service;
(c) The plan shall provide for 60% survivor benefits;
(d) The pre-retirement survivor benefits will be calculated so as to provide the surviving spouse with 60% of the pensionable amount of death benefits regardless of age;
(e) The plan shall provide unreduced basic and supplemental pensions after thirty (30) years of service;
(f) Employees may earn a maximum of 35 years of credited service;
(g) The plan shall provide a minimum disability benefit of $1,000 per month for all existing and future members.
(h) Leave of absence for Local Union Business shall be credited to the employee for the purpose of credited service.
(i) Any pensioner who retired from Evraz prior to August 1, 2016 and who immediately started drawing their monthly pension benefit will receive a $1,000 bonus payable on the following dates:
   January 1, 2017 - $1,000 bonus
   January 1, 2018 - $1,000 bonus
   January 1, 2019 - $1,000 bonus
   January 1, 2020 - $1,000 bonus
Surviving spouse of the eligible pensioner will receive a $600 bonus on each of the above dates.

(j) Effective August 1, 2019 the Basic Pension Benefit for Production and Maintenance employees will be increased to $67.75 per year of service.

(k) For any employee who has achieved at least ten (10) years of seniority as of December 31, 2015 and who has lost pensionable service, the Company will give such employee additional pension service in accordance with the following schedule for each year of additional pensionable service (or pro-rated for each portion thereof) they earn during the life of the agreement, up to a maximum of one (1) year for each year of employment.

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

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

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

2. RE: PENSION BENEFITS FOR O & T EMPLOYEES EFFECTIVE AUGUST 1, 2016:

(a) The Office and Technical pension plan text will be amended to provide an addition to the normal retirement benefit calculation of $18 per year of credited pensionable service plus a $14 supplement to age 65.

(b) The plan shall provide for 60% survivor benefits.

(c) The pre-retirement survivor benefits will be calculated so as to provide the surviving spouse with 60% of the pensionable amount of death benefits regardless of age.
(d) Any pensioner who retired from EVRAZ prior to August 1, 2016 and who immediately started drawing their monthly pension benefit will receive a $1,000 bonus payable on the following dates:
   January 1, 2017 - $1,000 bonus
   January 1, 2018 - $1,000 bonus
   January 1, 2019 - $1,000 bonus
   January 1, 2020 - $1,000 bonus

   Surviving spouse of the eligible pensioner will receive a $600 bonus on each of the above dates.

(e) Effective January 1, 2009, the O & T pension plan text will be amended such that the member will contribute a total of 1.5% of earnings.

(f) For any employee who has lost pensionable service, the Company will give such employee additional pension service in accordance with the following schedule for each year of additional pensionable service (or pro-rated for each portion thereof) they earn during the life of the agreement, up to a maximum of one (1) year for each year of employment.

<table>
<thead>
<tr>
<th>Lost Years</th>
<th>Pick Up Factor for Past Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4 years</td>
<td>0.5 for one year</td>
</tr>
<tr>
<td>4 - 10 years</td>
<td>1.0 for one year</td>
</tr>
</tbody>
</table>

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

(g) Employees will continue to accrue pension hours while on WCB.
APPENDIX “G”

Discrimination and Harassment Complaint and Investigation Procedure

The Company and the Union in keeping with the provisions of Article 1.01 will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity. The current policies referred to in Article 1.01 are available from the Human Resources Department, local plant management and the local office of the United Steelworkers.

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

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

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

All employees are reminded that:

Supervisory action exercised appropriately and in good faith by persons in authority carrying out their duties and responsibilities on behalf of Evraz does not constitute harassment.

Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the
employment relationship. Nothing in this Appendix prohibits an employee from filing a complaint under the applicable Human Rights legislation in the Province in which they are employed. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint through either the applicable Human Rights Commission, or the process specified in this Appendix. In either event, a complaint of harassment or discrimination shall not form the basis of a grievance.

**Complaint Procedure:**

Employees filing a complaint alleging harassment or discrimination will follow the procedures set out below:

1) The employee will make their objection clearly known to the offender by indicating either verbally or in writing that they are offended by the behavior and that it must stop.

2) The employee will prepare and maintain a written record of the dates, approximate times, nature of the unwelcome behavior, and witnesses, if any.

3) An employee who wishes to pursue a concern arising from an alleged harassment or act of discrimination must submit a complaint in writing within thirty (30) days of the alleged occurrence. Such complaints may be made to the Local Union Anti-Harassment Coordinator, the immediate Supervisor, the Works Manager/Superintendent, or to the Human Resources Department. In every case the complaint must be forwarded immediately to the applicable Human Resources Director. All complaints will be immediately investigated by a joint investigation team. All complaints shall be treated in strict confidence by both the Union and the Company.
4) The Joint Investigation Team will consist of three members, a Local Union Anti-Harassment Coordinator (who shall not be a Shop Steward or an Executive Officer of the Local Union), a member of the local management team as designated by the Works Manager, and a Director of Human Resources. The investigators will be given a copy of the written complaint highlighting the parties involved and the allegations made.

5) All parties involved in the alleged incident shall be given written notice within seven (7) days from the date a written complaint has been referred to the Joint Investigation Team so that they are informed that an investigation is underway.

6) The Investigators will function as a team and will be treated as equal partners during the investigation procedure. Each will be free to ask questions and take notes. The investigators will encourage a frank dialogue between team members so as to ensure that a full disclosure of the facts is obtained and all questions and issues are fully canvassed.

7) An alleged offender shall be interviewed by the Joint Investigating Committee and shall be advised of the particulars of the complaint.

8) The Joint Investigation Team shall investigate the complaint at a time mutually agreed to, and shall submit a written report to the Director of Human Resources Canadian Operations within fifteen (15) days of the completion of the investigation, setting out an agreed statement of facts and findings. The Director of Human Resources Canadian Operations shall, within ten (10) days of receipt of the report, give such orders as may be necessary to resolve the issue.

9) Where a complaint is of such seriousness to be
viewed as beyond abilities of the Anti-Harassment Coordinator or where a concern arises regarding bias or a conflict of interest is alleged, a USW Staff Representative may be appointed as the Union designate to the Joint Investigation Team if requested by the Union or the Company. In such a case the Director of Human Resources Canadian Operations will participate as a member of the investigation team.

10) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.

11) If prior to the completion of the investigation employees are transferred to other shifts to address a perceived threat, it shall be done without a loss of earnings to the parties involved.

12) Where the Company and the Union are satisfied with the decision of the Director of Human Resources Canadian Operations, the procedure shall be at an end and not subject to further proceedings or the grievance procedure. Where either Party to the proceeding is not satisfied with the decision, the complaint will, within thirty (30) days, with a copy given to the Union, be put before a mutually agreed upon Adjudicator who specializes in cases of harassment or sexual harassment.

13) If allegations of harassment are unproven, all information concerning the complaint will be removed from the personnel files of all the employees involved.

14) The Adjudicator shall have the authority to:

(i) Dismiss the complaint;
(ii) Review and determine facts in dispute;
(iii) Review the appropriate level of discipline to be
applied to the offender and, where the discipline is determined to be excessive, make an order to apply a lesser penalty; and

(iv) Make further recommendations as is necessary to provide a final and conclusive settlement of the complaint.

15) An employee determined to have violated the Harassment policies shall not be entitled to grieve disciplinary action taken by the Company that is consistent with the decision of the Adjudicator.

16) Where a complaint is found to be filed with vexatious or malicious intent the employee filing the complaint will be subject to discipline.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890 & 6673

RE: EMPLOYEE EMPOWERMENT

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

a) the role of supervisors will evolve to a role which emphasizes coaching and coordinating instead of directing;

b) workers will acquire greater influence and responsibility over day-to-day operations;

c) the skill content of jobs will be enhanced;

d) workers will have the opportunity for flexibility to utilize their skills;
e) employee empowerment will encompass the principles of environmental protection, safety and respect for the individual; and

f) employee empowerment may evolve to include new job progression and rotation systems and establishment of work groups or self regulated work teams.

RE: LOCAL JOINT STEERING COMMITTEES

1) In order to achieve the objectives outlined above, the parties will immediately establish five Local Joint Steering Committees, each made up of two members from the Company and two members from the Union who work in the appropriate area, at the Regina Pipe, Regina Steel, Regina O & T, and Calgary Pipe facilities to jointly direct the development, implementation and maintenance of an employee empowerment process.

2) The duties of the Local Joint Steering Committees will include the following:

a) establish, by consensus, guidelines and training requirements specific to employee empowerment;

b) select and approve, by consensus, training programs as well as all consultants, advisors, and instructors retained to assist the development and implementation of employee empowerment;

c) approve, by consensus, all proposals for the development of employee empowerment which require modification or clarification relative to the Collective Agreement;

d) to approve, by consensus, payment of lost time wages by the Company for Union members for meetings of the Local Joint Steering Committee; and
e) The Company is to provide for funding an Employee Empowerment Fund at $30,000 per annum and the carry forward of any unused portion.

3) Questions concerning the combination, amalgamation, creation or elimination of jobs arising from employee empowerment and/or other major proposals will be thoroughly discussed at the appropriate Local Joint Steering Committee. If no agreement is reached on these questions then the parties will revert to their rights under the Collective Agreements.

4) This Agreement will provide for the carry forward of the $10,620.50 unused balance in the Empowerment Fund. At the point in time that this money is expended to the level of $30,000 the Company will contribute at the level of $30,000 per annum.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: BOOK ACCOUNT

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

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

Nothing in this Agreement, however, is to be interpreted to expand the liability of the Company beyond the limit of the amount in the account, except as provided for in Article 15.07.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: COST OF LIVING ALLOWANCE

1. During the periods August 1, 2016 to July 31, 2020, a C.O.L.A. of one (1) cent per hour for each .063 increase in the CPI (2002 = 100 Base) will be calculated quarterly and adjusted on a quarterly basis as follows:

   October, 2016 compared to July, 2016
   January, 2017 compared to October, 2016
   April, 2017 compared to January, 2017
   July, 2017 compared to April, 2017
   October, 2017 compared to July, 2017
   January, 2018 compared to October, 2017
   April, 2018 compared to January, 2018
   July, 2018 compared to April, 2018
   October, 2018 compared to July, 2018
   January, 2019 compared to October, 2018
   April, 2019 compared to January, 2019
   July, 2019 compared to April, 2019
   October, 2019 compared to July, 2019
   January, 2020 compared to October, 2019
   April, 2020 compared to January, 2020
   July, 2020 compared to April, 2020

2. Effective with the release of the October 2016 Cost of Living statistics, any increase in the Cost of Living Allowance (C.O.L.A) payable as calculated in paragraph 1 above will be added to any Cost of Living Allowance (C.O.L.A) paid in the previous quarter. Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premiums, or used as a basis for calculation of overtime.
3. Effective July 31, 2020 the total accumulated C.O.L.A. calculated and currently in effect after the adjustment of July, 2020 compared to April, 2020 shall be added to the Standard Hourly Wage Scale and shall thereafter be part of the base rate.

4. The continuance of the Cost of Living Allowance (C.O.L.A.) will be contingent upon the availability of the relevant monthly statistics Canada Consumer Price Index, and it is agreed that the Company shall use the conversion formula provided by Statistics Canada in the calculation of the 2002 basis as the index of August 1, 2011 (2002=100 base). No adjustment retrospective or otherwise shall be made due to any revision that may be made in the Index by Statistics Canada during the term of this agreement.

5. Any decrease in the Cost of Living Allowance (C.O.L.A.) calculated from comparisons of the Consumer Price Indices in any of the quarterly periods shall reduce the net accumulated Cost of Living Allowance (C.O.L.A.) payable under paragraph 1 above, effective at the time specified in paragraph 1.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: OFFICE AND TECHNICAL STEERING COMMITTEE

The Union and the Company agree that a separate committee be established for the Office & Technical Group to study shift schedules, seniority issues and overtime requirements and other issues in that area.

This Committee shall consist of three people appointed by the Company and three people appointed by the Union, one of which shall be a Shop Steward.

The Committee shall meet as required, but not less than once a quarter.

It is clearly understood that this letter shall not constitute an extension of bargaining and it is further understood that this Committee shall make non-binding recommendations.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: 5-2 FROZEN SHIFT SCHEDULE

It is recognized that the 5-2 frozen shift schedule is considered undesirable by the employees. In accordance with Article 8.03(a) of the Collective Bargaining Agreement, the Company will discuss it with the Union prior to its implementation.

Where the Company finds it necessary to implement a frozen 5-2 schedule, it will provide preference to the senior employees in the same job as to their days off. Such preference may only be exercised at the time of implementation of such schedule or when a permanent vacancy occurs within their job. This preference will not apply when granting such a preference would result in a loss on a given shift of manning capabilities in any position or line of progression. If the Company can demonstrate that granting this preference to any one individual would result in the loss of efficiency due to the lack of capable manpower, the request may be denied.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: COFFEE BREAKS

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

The availability of refreshments is not intended for groups of employees to utilize the foregoing “often as you wish” concept and also have the same groups voluntarily and simultaneously stop work at some predetermined time.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: NEW HIRES INTO STEEL OPERATIONS
(EXCLUDING TRADES)

In Steel Operations, all new hires will be assigned to the position of Steel Helper at Job Class 4. If the employee is performing a job other than Steel Helper, they will be paid the rate of pay for the job they are performing. Should the employee(s) initially be placed in a department other than the Melt Shop, before they complete their probation period they will be trained in the Melt Shop.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: POLICIES, PRACTICES AND PROCEDURES

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

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

At the request of the Local Union, the Company agrees to provide the Union with a copy of any current policy, practice and procedure that an employee is expected to comply with as a condition of their employment.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: UNION LEAVE

Effective August 1, 2006 the Company will pay to the Local an amount equal to 1,040 hours at Job Class 19 annually, payment to be made during the first two weeks of January to be used for paid Union leave of absence in accordance with Article 13.04.
LETTER OF UNDERSTANDING
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS OF AMERICA
LOCALS 5890

RE: TUBULAR DIVISION – DEAD SHIFT AGREEMENT

USW 5890 and Evraz Regina Tubular Management agree to address the dead shift manning issues in the following manner:

1. Management will provide a minimum of one-month notice to all Regina Tubular employees of their intention to work or not work the designated dead shift.
2. Regina Tubular employees will provide at least 7 days advance notice of their intention NOT to work the dead shift.

This agreement will not override or supersede any other provisions of the Collective Bargaining Agreement.

Both parties will continue to monitor this procedure. Either party may withdraw from this agreement and revert to the procedure contained in the current CBA by giving one month’s advance notice to the other party.

The Company will provide a form to be used by the Regina Tubular employees when they give notice of their intention not to work the dead shift. This form will be filled out and signed by the employees. The employee’s supervisor will also sign the form completed by the employee, thereby acknowledging that the employee will not be available on the dead shift.
LETTER OF UNDERSTANDING  
BETWEEN  
EVRAZ INC. NA  
AND  
UNITED STEELWORKERS  
LOCAL 5890  

RE: TRANSFER OF POSITIONS TO P&M GROUP

In order to create a more efficient operation and provide greater opportunities for employees, the positions identified below will be restructured into the Tubular Division within the Production & Maintenance Group.

- QA Lab Leader will replace the Lab Leader identified under the Quality Assurance Department with the qualifications of the QA Lab Leader.
- Senior Radiographic Technician & Radiographic Technician will be removed. The previous duties of these roles will be incorporated into the Spiral Finishing Line of Progression as per Appendix E. The current Senior Radiographic Technician will remain in the Office and Technical Group and will be paid as a Production and Maintenance RT Level 2.

The employee currently holding the position of a QA Lab Leader in Office and Technical will be transferred into Production and Maintenance and will continue to participate in the Office & Technical pension and welfare benefit plan.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890 & 6673

RE: TUBULAR MAINTENANCE OPERATORS

The Company and Union agree that the position of Tubular Maintenance Operator will be removed. The current incumbent in this position will be grandfathered with their current qualifications as a Millwright.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890 & 6673

RE: ELECTRICAL ENGINEERING TECHNOLOGISTS

The Company and Union agree that the position of Electronic Technician will be removed and replaced with Electrical Engineering Technologist. Employees currently holding the qualifications of an Electronic Technician position will be grandfathered with their current qualifications into the Electrical Engineering Technologist position.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890 & 6673

RE: LONG TERM CAPITAL INVESTMENT IN CANADA

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

Therefore the parties agree as follows:

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

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

To work together at identifying and overcoming issues of mutual concern which present barriers to capital investment essential to the ongoing viability of the Company’s Regina and Calgary operations.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890

RE: FINISHING REPAIR

The employees currently holding the position of a Repair Welder will be grandfathered into the role of Finishing Repair as of the signing of this agreement. All future positions will be filled by employees that possess the following minimum qualifications in accordance with Article 12.08:

- Successful completion of shielded metal arc welding course from an accredited institution
- Must pass a weld test plate meeting customer specifications
- Ability to operate a computer
- Ability to read x-ray films or print outs

Finishing Repair employees are not eligible to perform maintenance welding unless they possess the red seal qualification.
RE: INTERDIVISIONAL TRANSFER

(a) If an employee requests a move from one division to the other within Production and Maintenance, they will retain plant seniority for the purpose of vacation, lay-offs and benefits under Article 17. Their job seniority in the division they move to shall start from the first day worked in that division.

The moving from one division to another shall only be in the bottom jobs in each division, i.e.) the entry job into a line, and an employee shall be allowed one transfer only, except where circumstances are beyond the employee’s control.

(b) Employees who apply and are granted a transfer between Production & Maintenance and Office & Technical and elect to move will retain their plant seniority/service for the purposes of vacation allotment.

The transfer to the benefit and pension plan will be effective following the trial period as listed below.

(c) If an employee requests and accepts a move they shall forfeit all job seniority held in the division moved from.

(d) For the transfer of work forces due to lay-off, change in production patterns, etc., all transfers must be mutually agreed on by the Company and the Union.

(e) All employees who request and are granted a transfer shall be subject to a trial period of thirty (30) calendar
days. During this trial period the Company shall have the right to return the employee to their former position if the employee is deemed unable to meet the requirements of the job or the employee may elect to return to their former position, in either case, without any loss of their former seniority.

(f) This letter of understanding will suspend Article 12.16 of the Collective Bargaining Agreement for the duration of this letter of understanding.

(g) The Company may terminate this letter of understanding if there is an adverse impact to Operations.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890

RE: DEGASSER OPERATOR

The Company and Union recognize that the installation of the Degasser into the Melt Shop as part of the operational upgrades requires sufficient staffing of properly trained and qualified operators. As new equipment that requires commissioning and thorough assessment once operational; the Company and Union share the view that an interim structure should be in place to allow for a fair assessment on how the Degasser will be incorporated into the Melt Shop operations.

Therefore, the parties agree as follows:

A Degasser Operator position will be established at job class 26. Within sixty (60) days of the completion of hot commissioning, the position will be reviewed by the Job Evaluation Committee in accordance with Article 16. The Degasser position, for the duration of this Letter of Understanding, will be staffed by the employees in either the EAF or LMF Lines of Progression with the most job seniority. Those senior employees will be given the first right of refusal to accept the Degasser position or remain in their current Lines of Progression. Those accepting the Degasser position will receive the required classroom and on-the-job training to be considered qualified Degasser Operators.

There will be a trial period of 90 days for commissioning where both the Employee and Management can return the Employee back to their previous job without loss of seniority. The 90 day trial period will commence when the classroom training for the Degasser starts.
In the event of cutbacks or lay-off, the Degasser position
will fall under Article 12.10 (m) 3 (ii), considered above the displacement line. Degasser Operators being displaced would be able to exercise their bumping rights or return to their previous Line of Progression with no loss of job seniority.

Throughout the duration of this Letter of Understanding, upon mutual agreement, the parties may meet to discuss modification to the existing EAF and LMF Lines of Progression with respect to the Degasser Operator position.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890

RE: SHIFT RELIEF (CONTINUOUS OPERATIONS)

The Company and Union recognize the importance of production during shift relief. It is hereby understood that employees are expected to work at their assigned station to the end of their scheduled shift. Employees shall be allowed to relieve each other up to 30 minutes prior to the scheduled end of their shift, provided the employee has worked their scheduled total hours. Such relief must be at their assigned work station and shall be agreed between individual employees. If an employee is not relieved, they are expected to work at their assigned station to the end of their scheduled shift. Shift relief shall not result in overtime.
LETTER OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCALS 5890

RE: APPRENTICESHIP PROGRAM – REGINA

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

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

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

- establish minimum standards of training and experience
- develop a basic schedule of training for each trade
- address all apprentice complaints dealing with the Apprentice program
- review and make recommendations relative to any determination of credit in connection with an apprentice’s previous experience
- keep in touch with all parties concerned - apprentices, Company, journeyman and appropriate agencies
The initial meeting of this Committee will be in Regina with all Committee members present. All subsequent meetings will be handled via conference call.

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

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

ELIGIBILITY TO BID ON APPRENTICESHIPS
Employees must pre-qualify by successfully completing the appropriate aptitude testing. This includes but is not limited to pre-trade training, trade-specific testing, and previous work experience. To be eligible to bid on an apprenticeship position, the employee must have a grade 12 diploma or equivalent and meet the requirements set out by the Provincial Apprenticeship Branch for the specific trade.

Employees will only be allowed to participate in one company-sponsored apprenticeship. Those wishing to bid on a posting must complete a job posting application, following the normal bidding process within their Division.

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

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

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

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

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

For the purpose of the Apprenticeship Program, the Parties agree that Article 12.08(a) in the Regina CBA and Article 12.06(a) of the Calgary CBA shall, for the duration of the current CBA’s, include: “(vi) Apprenticeship Bids” as an exception.

### CONTINUITY OF EMPLOYMENT

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

In the event of a cut back or layoff, the Apprenticeship Selection Committee will review how to complete existing apprenticeships, even if in the other Division, before posting new apprenticeship bids in the same trade.

### LAYOFFS

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

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

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

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

Note: A successful bidder on an Apprentice position who qualifies to begin the program at a level higher than the first level, may advance through the program quicker and be placed at the appropriate job class above based on which level of training they just completed.
HOW IS THIS TRAINING FINANCED
While attending trades school, the Apprentice will continue to be paid their regular hourly rate of pay plus COLA, exclusive of any overtime pay. The Apprentice will be paid as though they are working five eight-hour day shifts, Monday to Friday.

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

ACCOMMODATION
The Company will pay the Apprentice two days pay to find suitable accommodation for training to be held in a city other than their regular place of employment. This will include reimbursement for mileage and hotel accommodations for 2 days. There is no pay for travel time or reimbursement for meals. Apprentices are encouraged to contact the Human Resources Department at least one calendar month prior to the commencement of the school term, should they encounter difficulty in obtaining satisfactory accommodation.
OTHER COSTS
The Company will reimburse the Apprentice for the cost of the Apprentice tuition fee at the time it is paid. The Company will reimburse the Apprentice for the cost of the books required to complete the Program, upon successful completion of each level.

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

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

TRAINING
Apprenticeship training is offered at SAIT in Calgary or SIAST in Saskatchewan. Other institutions may be used depending on class restrictions and availability. Providing there is no excessive or unnecessary delay, training will be provided at the location nearest to the employee’s home. All such requests shall be subject to review by the Apprenticeship Selection Committee. The training under the Apprenticeship Program is designed to meet the general standards demanded of tradesmen in Alberta/Saskatchewan and where applicable for the Interprovincial standard.

Individual apprenticeship training will take place in the Division of the bid unless it is advantageous to both the Company and the apprentice to have some of the training take place in the other Division.
ONE-YEAR REVIEW
One year after implementing this program, the parties agree to meet, along with the 6 members of the Apprenticeship Advisory Committee to review recommendations to improve the Program.

Apprenticeship Program - Points System

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

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

Related Work Experience (Maximum of 25 points available)
• This graph is used to determine the number of points obtained. Linear scale is set up to pro rate the individual based on the related work to that trade. Any individual that has prior apprenticeship experience will be credited work experience points as follows:
  - 1 year experience = 5 points
  - 2 years experience = 10 points
  - 3 years experience = 15 points
  - 4 years experience = 20 points
• All other relative experience will be evaluated on a case by case basis.

GATB (20 points available)
• Applicants who pass the GATB will get 20 points. Applicants who are unsuccessful in passing the GATB will not be awarded the bid.

Ability and Potential (Maximum of 15 points available)
• The applicant deemed to have the best ability/potential (ability to work with others, ability to follow instructions, dependability, attendance, etc.) would get the maximum number of points and the other applicants would get a pro-rated number of points.
MEMORANDUM OF AGREEMENT
BETWEEN
EVRAZ INC. NA
AND
UNITED STEELWORKERS
LOCAL 5890

RE: AMENDMENT TO EXISTING COLLECTIVE BARGAINING AGREEMENT AS PERTAINING TO THE 24” MILL

The parties to this Agreement recognize that the 24” Mill is essential to the well being of Evraz and its employees. This will serve as an Amendment to the existing Collective Bargaining Agreement, as pertaining to Article 18.01. As such, all sections in this Memorandum shall override and take precedence over any other language in the existing Collective Bargaining Agreement.

The positions will be Mill Operator and Assistant Mill Operator. The Mill Operator will train in and perform such functions as Coil Entry, Uncoiling, Forming/Welding, Sizing Cut-off, NDT (Sonics), Straightener, related finishing operations, and all maintenance as required.

The Assistant Mill Operator will train in and perform such functions as Inside Trim Removal, ID Grinding, Salvage, Crane Operator, Flat Press Test, Material Handler, related finishing operations, and maintenance tasks as described for the Mill Operator.

A line of Progression shall be established consisting of the Mill Operator and Assistant Mill Operator. Movement within the Line of Progression of Mill Operator-Assistant Mill Operator, both up and down, shall be on the basis of Job Seniority. The Assistant Mill Operator will be expected to train and move up as a Mill Operator. The new Mill Operators will come from the trained Assistant Mill Operator’s. The most senior Assistant Mill Operator shall be provided the first opportunity by job seniority. The Mill Operator and Assistant Mill Operator positions shall be above the bump line and shall not be subject to waivers.
In the event of a reduction in the workforce, layoffs and regressions shall be first done by taking the least senior in job seniority of the Mill Operator(s) and reducing them to Assistant Mill Operator(s) and then placing the least senior in plant seniority Assistant Mill Operator(s) on layoff.

When a vacancy exists, the position of Assistant Mill Operator will be bid. The above two positions shall only be bumpable by employees from the Pipe Division if such employee has previously been fully qualified in either of the two positions and can still perform that job efficiently with a brief familiarization period.

During training and after employees have completed all the training in the various job functions a rotation schedule will be developed. Rotation will be done in such a manner as to maintain skill levels. The intent is for rotation to be fair and equitable to all employees.

Upon cut-back or lay-off, within the 24” Mill, the employee may utilize his bumping rights within the Pipe Division.

**24” Finish Line Operating Structure**

1) Inspector
   - Sonic Operator
   - E.M.I. Operator
   - O.D. Inspector
   - I.D. Inspector
   - Preliminary Inspector

2) Finishing Operators
   - Hydrotester Operators
   - Beveller Operators

3) Finishing Helpers
   - Scaleman
   - Rework
   - Material Handler
24” Welding Classification  Job Class
Mill Operator 20
*** Assistant Mill Operator 9

24” Inspection Classification  Job Class
UT 2 *+ 17
UT 1 + 14
Inspector Final/EMI 14
Finishing Helpers 8

Bid Position Classification  Job Class
**Finishing Operator 10

• Paid the rate once qualified
+ Prerequisite test required

The Inspector position is not subject to bumping. Bumping may be allowed into a normally non-bumpable position in extenuating circumstances and subject to approval by the Company and the Union.

The Finishing Operator positions shall only be bumpable by employees from the Pipe Division if such employee has previously been fully qualified in the position and can still perform that job efficiently with a brief familiarization period.