

BASIC AGREEMENT

DATED: JULY 27TH, 2021

BETWEEN

AltaSteel Inc.

EDMONTON, ALBERTA

(hereinafter called the “Company”)

and

LOCAL UNION 5220

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL
UNION (UNITED STEELWORKERS)

(hereinafter called the “Union”)

AltaSteel



2022

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2023

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ARTICLE 1
UNION RECOGNITION AND BARGAINING AGENCY

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees save and except all office staff, sales person, salaried supervisor and those above salaried supervisor, security guards, lab technicians, shippers, and salaried inspectors.
- 1.02** 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 paragraph
- 1.03** Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular employees are not available
- 1.04** The term "employee" or "employees" as used in this Agreement shall mean only such persons as are included in the above-defined bargaining unit. Whenever the words referring to the masculine gender are used herein, such as he, his or him the same shall include and cover females and males.
- 1.05** No Union activity shall take place on the part of any employee during his or her working hours or on Company time (save as expressly authorized by this Agreement) or in such manner or place or at such time as may interfere with or distract or divert any other employee or employees during their working hours or on Company time.
- 1.06** The Company agrees to provide a pension plan, a group insurance program, Supplemental unemployment Benefits plan and Supplementary Maternity Benefits plan. The terms and conditions of such are set out in the Agreement for a Pension Plan, the Agreement for an Insurance Program, the Agreement for a Supplementary Unemployment Benefit Plan and the Agreement for a Supplementary Maternity Benefits Plan. These four agreements along with the Basic Agreement will form the Collective Agreement between the parties.

The Company agrees to pay the cost of providing the pension, group insurance program, unemployment plan and maternity leave benefits according to the terms of each plan.

It is understood that each agreement will be administered separately and according to the provisions within each agreement unless specifically referenced

otherwise. Disputes arising with respect to:

- (i) the obligation of the Company to maintain the pension plan as provided in the agreement, or
- (ii) the obligation of the Company to maintain the group insurance program as provided in the agreement, or
- (iii) the obligation of the Company to abide by and implement decisions of the Impartial Person or Medical Advisor as set out in the Agreement for a Pension Plan and the Agreement for an Insurance Program, may be subject to the grievance procedure of the Basic Agreement beginning at Step 2.

1.07 The Company will keep the Union President on payroll and pay the President as if he or she was working full-time at the President's usual job at that job rate. The President shall accordingly continue to earn all pension, vacation and other benefits under the Collective Agreement.

ARTICLE 2

MANAGEMENT

2.01 The management of the plant and the direction of the working forces, including the right to direct, plan and control plant operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the plant in the traditional manner is vested exclusively in the Company, subject to the express provisions of this Agreement.

ARTICLE 3

SENIOR LEVEL COMMITTEE

The parties are committed to the establishment and preservation of a highly skilled and efficient Bargaining Unit workforce, in sufficient numbers to ensure operational and maintenance requirements are met. This will be achieved in a manner that ensures the provisions of the Basic Agreement are complied with, the ongoing viability of the operations is promoted, and that the integrity of the Bargaining Unit is preserved.

The Company and the Union agree that there will be a monthly Senior Level Committee Meeting.

The Company agrees to consult with the Union on new or changing business plans, covering the impacts that the plans may have on the Bargaining Unit. The Company will consider representations that the Union may wish to make once they have evaluated the information.

The Company will provide reasonable supporting information requested by the Union in order to evaluate the project plans as well as any information that may be required to properly evaluate any representations made in relation to the standing items reviewed on the monthly agenda of the committee. The Company undertakes to meet with any experts retained by the Union to evaluate the projects/plans.

Should the Union be dissatisfied at the end of the process it may make representation to the President of AltaSteel.

This letter does not replace or substitute any of the provisions of the Collective Agreement.

The attendees to the monthly Senior Level Committee meeting will be senior officers of both the Union and the Company with five (5) selected by the Union and five (5) selected by the Company.

The purpose of the Senior Level Committee meeting is to provide a regular forum to discuss business initiatives, operational events, Company/Union relationship and to report on regular standing items including:

- Business updates on operations, projects, capital expenditures, shutdowns, etc.
- Workforce revitalization
- Training plan
- Strategic Direction and Annual Business Plan (annually or more often as required)
- Grievance Committee
- Contracting Out Committee
- CWS Committee
- Trades Committee
- Technological Change

This list may be amended by the parties from time to time as required.

ARTICLE 4

NO HARASSMENT

- 4.01** AltaSteel Inc. and the United Steelworkers Local 5220 believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.

The parties further agree and confirm that as employees of AltaSteel neither party will tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment. As employees of AltaSteel we must all speak out against harassment and stand together to protect human rights regardless of whether the harasser is a member of the bargaining unit or member of management.

No individual should suffer from or be exposed to harassment at work, including harassment based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, physical disability, mental disability, age, sexual orientation, record of criminal offences, family, marital or employment status, union membership or non-membership or lawful union activity. Harassment is a course of conduct or comment that offends or abuses a person, where such behaviour is known or ought to reasonably be known to be offensive and unwelcome.

Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

- 4.02** The Company, in consultation with the Union, will develop and maintain a Joint Workplace of Respect Policy. The Policy will demonstrate the parties' commitment by addressing employee awareness, training and formalize these procedures in a controlled AltaSteel document. This Policy will be distributed to the employees on an annual basis. The Company will provide Workplace of Respect training to all new employees and refresher training will be administered on an as needed basis determined by the Senior Level Committee.
- 4.03** In order for issues of harassment to be addressed, it is both the right and the

responsibility of any employee who believes that he or she has been subjected to harassment as defined above to immediately report such concerns to Management. The Company will advise the designated Union representative of such allegation. All allegations will be fully and jointly investigated. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

- 4.04** A complaint that is deemed to be a bona fide harassment complaint will initiate an investigation within ten (10) days of receipt and the parties will endeavour to conclude said investigation within thirty (30) days. Should the investigation require more than thirty (30) days, the parties agree to meet and discuss the reason for the delay.

The Investigators, who will be trained and competent in harassment investigation, will be assigned by the President of AltaSteel, or their delegate to represent AltaSteel and the President of USW Local 5220, or their delegate to represent the Union. The Company will provide training as required and available, to fulfil the obligations outlined in this Article.

- 4.05** Should the employee feel their allegation has not been satisfactorily resolved, the employee may file a grievance within thirty (30) days of the date that they were advised of the result of the investigation. Such grievance shall commence at the 3rd Step of the Grievance Procedure. Should the parties be unable to resolve the issue at 3rd Step of the Grievance Procedure, the issue will be able to be advanced to arbitration as per Article 16 of the collective agreement. It is further agreed that the arbitrator will be given jurisdiction to resolve the matter.

- 4.06** It is understood and agreed that the procedure established by this Letter of Agreement to investigate and resolve harassment complaints does not deny any employee from pursuing his or her complaint through the applicable legislative procedure and the internal procedure is intended as an alternative process which the individual may elect at his or her option.

ARTICLE 5
UNION SECURITY

- 5.01** The Company agrees that any present employee of the Company, who at the date of signing this Agreement, is a member of the Union or any employee who hereafter during the term of this Agreement, becomes a member of the Union shall, as a condition of continued employment, maintain membership in good standing. An employee shall be deemed to be a member in good standing providing he or she fulfils the provisions of Clause 5.06
- 5.02** The Company agrees to deduct once each pay from the earnings of every employee covered by this agreement a sum fixed by the International Union. The total so deducted with an itemized statement of same, in duplicate, shall be forwarded to the Union within ten working days of the pay end which said deductions apply, and in the manner provided for in clause 5.05 hereof.
- The regular bi-weekly membership dues for each employee who has duly authorized such deduction shall be 1.45% of total earnings to a maximum of 1.2923 times the average hourly earnings provided that such amount shall not be less than five dollars (\$5.00). Average hourly earnings are calculated as total earnings divided by the hours with which they are associated.
- Lump sum payments, such as grievance settlements, arbitration awards, and other payments which are attributable to earnings are part of total earnings and membership dues on such payments shall be 1.45% of the payment.
- 5.03** If an employee works less than nineteen (19) hours in a pay period, his or her dues shall not be deducted for that pay. Paid hours on vacation and paid statutory holidays will be considered as hours worked for purposes of this article.
- 5.04** The Company agrees to deduct an initiation fee, or union assessment in the amount authorized by an employee concerned, upon receipt of an authorization signed by such employee, and to forward the amount so deducted to the Union, as provided for in Clause 5.05 hereof.
- 5.05** Dues, initiation fees and union assessments so deducted shall be remitted within fifteen (15) days of the end of the pay period and cheques or electronic transfers made payable to:

United Steelworkers
International Secretary-Treasurer

Box 9083, Commerce Court Postal Station,
Toronto, Ontario M5L 1K1

The remittance shall be accompanied by a statement (R115 form) showing the names of each Employee from whose pay deductions have been made, and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made, and the reasons why, along with any forms required by the International Union.

A copy of the dues remittance (R115 form) and Employee deduction statement will also be forwarded via mail or mutual agreement to another avenue of delivery to the following:

Financial Secretary
United Steelworkers, Local 5220
#202, 4264-91A Street
Edmonton, Alberta
T6E 5V2

- 5.06** The Company agrees that all present and future employees covered by this Agreement shall, as a condition of continued employment sign an agreement authorizing the Company to implement the provisions of Clause 5.02 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 5.07** It is agreed that the President of the Union or his or her designated delegates will be allowed reasonable time to interview new employees at the beginning of their first shifts.

ARTICLE 6

HOURS OF WORK AND OVERTIME

(For any language amendments for 12 hour shifts, see Article #25)

- 6.01** This article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay, or of hours of work per day or per week, or of days of work per week.
- 6.02** a) The normal hours of work for all employees shall be eight (8) hours per

day. A day is defined as the twenty four (24) hour period beginning with the time the employee is scheduled to commence work.

- b) The normal work scheduled for other than seven (7) consecutive day operations shall be five (5) days Monday to Friday, forty (40) hours, in accordance with the schedules shown in Appendix "I" hereto, except in cases of breakdown, emergencies and holidays.
- c) The normal work schedule for seven (7) consecutive day operations shall be in accordance with the schedules shown in Appendix "I" hereto.
- d) Schedules for seven (7) consecutive day operations deviating from those shown in Appendix "I" are established by agreement between the Company and the Union. The parties will designate their representatives in writing to deal with such matters.
- e) The work week shall be a period of seven (7) days beginning at 12:01 a.m. Monday

6.03 Schedules of work shall be posted or otherwise made known to employees by 3:00 p.m. Thursday of the preceding week. Schedules of work shall not be changed to avoid the payment of overtime.

- a) Schedules may be changed by the Company at any time, provided however, that where an employee's schedule is changed after 3:00 p.m. Thursday of the week preceding the calendar week in which the change is to be effective, he or she shall be entitled to overtime rates for straight time hours worked on his or her first re-scheduled working day in the calendar week in which the schedule change is to be effective provided that such employee is not unjustifiably absent on any of the remaining work days in such work week. This provision shall not apply where any change in schedule arises from:
 - i. any changes in schedule requested by an employee, or:
 - ii. any change in schedule due to a breakdown, or unscheduled repair, or:
 - iii. a change of one (1) hour or less in the scheduled start time of a shift.
- b) Where an employee schedules are changed under this clause, such changes shall be explained at the earliest practicable time prior to the change to the President or, in his or her absence, the Steward of the

employees affected.

- c) An employee's schedule may be changed to another shift or to a new working schedule provided that such changes are not made for the purpose of requiring such employee to take time off work in order to offset overtime already worked or previously scheduled to be worked.

6.04 As the operation permits there will be a break period of thirty (30) minutes scheduled within the middle four (4) hours of the shift, paid for by the Company for rest or the eating of lunch on each shift. Except as provided in 6.05 no other break periods will be provided.

6.05 All employees will be allowed two (2) coffee breaks of ten (10) minutes on Company time, one in the first half of each shift and one in the second half of each shift, as the operation permits.

6.06 An employee on three shift operations or the first shift of two shift operations will not cease work until relieved on his or her job, or otherwise instructed by the supervisor. Employees may be relieved early up to a limit of forty-five (45) minutes on the job. Extended early relief may be available for special circumstances, upon supervisor approval provided employees work no more than 12 continuous hours.

6.07 Employees on spell time shall not be required to work outside of their department but must remain within their general work area and must be available at all times throughout their shifts.

6.08 An employee must be on his or her assigned job or jobs for his or her full shift except as provided in this Agreement.

6.09 Overtime rates shall be paid for:

- (a) Time worked in excess of eight (8) hours in a work day.

- (b) Time worked in excess of forty (40) hours in a work week.

- (c) Time worked before his or her regular starting time when an employee is called in or is notified that he or she is required to work before the regular starting time of any shift of eight (8) hours.

- (d) Time worked after his or her regular quitting time when an employee is held after the regular quitting time of any shift of eight (8) hours.

- (e) Time worked if an employee is notified that he or she is required to work on his or her scheduled day off, provided however that this provision shall not apply in the case where an employee's schedule is changed to another shift or to a new working schedule which provides alternative day(s) off and such change in schedule is in accordance with the provisions of Clause 6.03.

A day(s) lost from work as a result of the application of Article 11 shall not be considered as a scheduled day(s) off for the purpose of this clause. The Company will designate the day(s) lost from work as the result of the application of Article 11.

- 6.10** (1) Subject to the provisions of 6.09 overtime at the rates of one and one half times the employee's standard hourly rate, plus any out of line differential which may apply will be paid as follows:

- (a) For the first 1 hour worked in excess of 8 in a work day.

- (b) For the first 1 hour worked in excess of 40 in a work week.

- (2) Subject to the provisions of 6.09 overtime at the rate of double the employee's standard hourly rate, plus any out of line differential which may apply will be paid as follows:

- (a) For hours worked in excess of 9 in a work day.

- (b) For hours worked in excess of 41 in a work week

- (c) For hours worked on the seventh day of a work week.

- 6.11** Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision. Overtime will be calculated under one provision of this Agreement only, even though the hours worked may be overtime under more than one provision.

- 6.12** For the purpose of calculating overtime pay, other than daily overtime, an employee will be considered to have worked an eight (8) hour day even though he or she has been absent from work on that day under the following conditions:

- (a) Absence through sickness or injury upon producing a doctor's certificate.

(b) Authorized absence in writing from an employee's department head.

(c) Absence through disciplinary suspension.

(d) Other reasons for absence may be acceptable and will be given reasonable consideration by the Company. However, to receive overtime pay under this Article an employee must work on the day to which said overtime is applicable.

- 6.13** No overtime will be paid for hours in excess of eight (8) hours per day or in excess of forty (40) hours per week because of personal arrangements between employees. All such arrangements must be made with the express permission of the employee's supervisor.
- 6.14** It is agreed that employees will work such reasonably scheduled overtime as may be requested by the Company from time to time, at the rate outlined in this Agreement for overtime work. Reasonably scheduled overtime shall not exceed eight (8) hours per week. If overtime in excess of this time is required, the Grievance Committee will be notified provided emergency sales and delivery conditions do not apply. Overtime hours worked in excess of five (5) hours scheduled overtime in a week will be paid at double time rate.
- 6.15** An employee shall not be required to take time off to offset overtime worked or to be worked, but it shall not be considered "time off to offset overtime" when an employee loses time by reason of a change to another shift or a new working schedule.
- 6.16** The Company shall give employees at least twenty-four (24) hours notice of overtime. If the Company is unable to give twenty-four (24) hours notice it shall supply the employee with a meal selected and paid for by the Company provided that more than two (2) hours overtime is worked, as outlined below:
1. When an employee works more than two (2) hours overtime following a regular shift of eight (8) hours, he or she shall be supplied with a hot meal.
 2. When an employee works twelve (12) hour shifts, a hot meal will be provided after the first eight (8) hours.
 3. When an employee works sixteen (16) consecutive hours, he or she will be supplied with a hot meal after eight (8) hours of work, and a second hot meal after twelve (12) hours of work.

4. The hot meals referred to above will be supplied with a beverage.

ARTICLE 7

REPORTING PAY

(For any language amendments for 12 hour shifts, see Article #25)

- 7.01** (a) In cases where an employee is not notified two (2) hours prior to his or her starting time that the work for which he or she is usually employed is not available and the employee reports for his or her regular shift, he or she will receive four (4) hours' pay at his or her regular rate, if he or she is not offered other work for such four (4) hour period at his or her regular rate or the rate for such other work, whichever is higher.
- (b) If an employee commences work on his or her regular shift, he or she shall be guaranteed six (6) hours' work at his or her regular rate of pay.
- 7.02** An employee shall not be entitled to four (4) hours' pay as provided in Article 7.01 if:
- (a) The Company has notified the employee not to report for work by calling the telephone number recorded by him or her in the Industrial Relations Department.
- (b) A major breakdown occurs as a result of fire, flood or frost or because of failure of a utility company to deliver gas or electric power, due to a breakdown outside of the Company's premises.

ARTICLE 8

CALL-OUT PAY

- 8.01** Any employee called in by the Company to work a partial shift or maintenance crew called in on breakdown repair will be guaranteed a minimum of four (4) hours pay at standard hourly rates.
- 8.02** Any employee called for remote expertise while off shift, will be compensated at regular rate of pay with a one (1) hour minimum, including multiple calls within the same hour. Payment is triggered on management's discretion when an

employee is called by a supervisor or above, to provide technical expertise.

ARTICLE 9

STATUTORY HOLIDAYS

(For any language amendments for 12 hour shifts, see Article #25)

9.01 The Company recognizes the following statutory holidays with pay:

New Year's Day	Canada Day	Remembrance Day
Alberta Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

The Company reserves the right to continue operations during the above statutory holidays. The Company will not operate on Christmas Day, Boxing Day or New Year's Day unless emergency business conditions exist. In this case the Company will consult with the Union.

In addition, there shall be one (1) floating holiday. Commencing January 1, 2008, this floating holiday will be treated as an additional 8 or 12 hours to an employee's vacation entitlement as per Article 10. New employees will be credited 8 or 12 hours vacation entitlement following 30 days of employment. The 8 or 12 hours will be credited based on the employee's shift rotation in the last full calendar week of December or in the case of new employees, the last full calendar week of the new employee's first thirty (30) days of employment.

- 9.02**
- (a) An employee will receive a regular day's pay provided he or she has worked his or her last scheduled shift before, and his or her first scheduled shift after the holiday (employees will remain eligible if they have the employer's permission to be absent for either or both of these shifts).
 - (b) An employee that works on a statutory holiday recognized in the collective agreement will have the option to either take a regular days pay as referred to in 9.02 (a) and 9.06 at the time of the statutory holiday or may elect to take the regular day with pay referred to in 9.02 (a) at a time mutually acceptable to the employee and the company. Such paid day will be taken within the current vacation year.

9.03 Employees on medically certified sick leave or lay off, or compensation, will be

paid for any statutory holiday occurring during the first thirty (30) days of such absence. No additional recognized holidays will be paid until the employee returns to work.

- 9.04** An employee who qualifies for statutory holiday pay and is required to work on such holiday shall not be entitled to the statutory holiday pay unless he or she reports for work accordingly and works the hours for which he or she is scheduled.
- 9.05** An employee who works on a Statutory Holiday shall be paid for the time worked on such day at one and one half times his or her regular rate of pay.
- 9.06** A regular day's pay shall be calculated by multiplying eight times the average hourly rate earned by the employee in the preceding pay period. For the purposes of this Agreement an employee's average hourly earnings shall be calculated by dividing the total straight time earnings for hours worked including shift premium, Sunday premium, Saturday premium and any out of line differential where applicable by the total straight time hours worked in the period for which the average is determined.
- 9.07** The Company will declare operational intention in writing a minimum of one (1) week in advance of the Statutory Holiday.

ARTICLE 10

VACATIONS

- 10.01** (a) The employer must provide and the employee must take an annual vacation with pay in accordance with the following schedule, on the basis of his or her service on June 1st of each year:
- One (1) year of service but less than Eight (8) years - Three (3) weeks.
 - Eight (8) years of service but less than Fifteen (15) years - Four (4) weeks.
 - Fifteen (15) years of service but less than Twenty-two (22) years - Five (5) weeks.
 - Twenty-Two (22) years of service but less than Thirty (30) years - Six (6) weeks.
 - Thirty (30) years of service or more - Seven (7) weeks.
- (b) An employee with 30 or more years of service as at his or her date of retirement is entitled to 15 weeks of pre-retirement vacation to be taken immediately preceding his or her date of retirement. Such 15 week pre-retirement vacation will be paid according to 10.03(a); 10.03(b) will not

apply. This 15 week period will be considered time worked for the purposes of clause 10.03.

The pre-retirement vacation pay shall be paid as a lump sum payment to the employee should an active employee pass away after achieving thirty (30) years of service.

(c) An employee with twenty-two (22) or more years of service will be entitled to defer or bank one (1) week of his or her current year vacation entitlement per year. Banking is limited to a maximum of 4 weeks, to be taken as pre-retirement vacation. Such banked vacation will be taken immediately prior to any pre-retirement vacation entitlement according to (b) above or immediately prior to his or her retirement date. Deferred vacation must be taken in the following year.

(d) An employee with less than twenty-two (22) years of service will be entitled to defer one (1) week of their current year vacation entitlement to the next year and must be taken prior to the end of the year, following the postponement. This election must be made by October 1st of each year.

10.02 For the purpose of this Article the "vacation year" shall mean the year ending on May 31.

10.03 (a) Except as provided for in (b) hereof vacation pay for each week of vacation shall be established by multiplying the employee's average hourly earnings during the calendar quarter year immediately preceding the vacation by forty (40).

(b) Vacation pay for each week of vacation shall be 2% of the employee's earnings during the vacation year, if the employee:

- i. has been on leave of absence for reasons other than disability or Union business directly related to the bargaining unit, for more than a combined total of 350 hours during the vacation year, or
- ii. has worked less than 1,040 hours during the vacation year for any reason.

10.04 (a) An employee shall receive an additional payment equal to a percentage of the appropriate amount as provided below, calculated under 10.03 in respect to the length of vacation he or she is entitled to under 10.01 (a) depending upon the month when each such week of his or her vacation

entitlement is taken:

- i. During the months of January, February, March, April, November and December - 25%.
- ii. During the months of May, June, July, August, September and October - 20%.

(b) The appropriate payment as provided above for such week of vacation entitlement will be determined on the basis of the month in which the first scheduled day of such week of vacation is taken.

(c) Such additional payment shall not apply to vacation for extended vacations provided in 10.01 (b).

10.05 An employee with three (3) months of service but less than one (1) year at June 1st shall have vacation entitlement established on the basis of the number of pay periods worked divided by 26 pay periods times 120 hours, rounded up to the nearest multiple of 4 hours. Vacation pay for such employees will be paid at 6% of earnings from the date of his or her employment to June 1st.

10.06 An employee whose employment is terminated shall be paid vacation pay in the amount of 2% of his or her earnings since the preceding June 1st in respect of each week of vacation to which he or she was entitled on such June 1st, plus any payment to which he or she is entitled under Clause 10.04.

10.07 If a statutory holiday recognized as a paid holiday in this agreement should fall within an employee's vacation period, the employee will receive statutory holiday pay for this day. If the statutory holiday would otherwise have been a non-scheduled day of work for the employee, he or she will be entitled to an additional day off without pay at a time acceptable to both the employee and the company. If the statutory holiday would otherwise have been a scheduled day of work, no vacation time will be deducted from the employee's entitlement for such day.

In applying the provision of this clause, working days indicated as "scheduled and not required" shall mean days of non-operation and will not be considered a day of vacation. "Within an employees vacation period" shall mean either:

- i. the work week as defined in Clause 6.02(e), when all scheduled days of work that week are being observed as vacation or

- ii. the period within a work week as defined in Clause 6.02(e) bounded by days of scheduled work both of which are being observed as vacation, when other scheduled days of work that week are not observed as vacation.

10.08 In the event that the Company cannot close down the plant for vacation because of existing business conditions, the Company will endeavour to schedule vacations for the months of June to October inclusive, on a rotational basis which must not interfere with the efficient operation of the plant. Preference for the months of July and August will be given to employees with children of school age.

10.09 An employee shall be entitled to receive his or her full vacation pay up to one (1) week in advance of such vacation, as provided under Clause 10.03 and excluding the payment as provided under Clause 10.04 which shall be made subsequent to his or her vacation, provided he or she makes his or her request to his or her supervisor at least one (1) week prior to the payment date.

ARTICLE 11

SENIORITY

11.01 The term plant seniority as used herein shall mean an employee's length of service with the Company since the date of his or her last hiring or rehiring and shall include service to which he or she may be entitled under 11.13. Where two (2) or more employees have the same service date, the employee with the lowest permanent number assigned by the Company shall be considered to have the longest length of service.

11.02 The term job seniority shall mean an employee's length of service on a job within a line of progression.

11.03 Seniority of each employee covered by this Agreement shall be established after a probation period of ninety (90) continuous calendar days from the date of employment and shall be calculated from the last date of employment or re-employment. Probationary employees shall not be considered for re-employment if discharged during the probationary period. Grievances may not be presented in connection with the lay off or discharge of probationary employees unless the discharge or lay off is claimed to be a discrimination for Union activity. Probationary employees are entitled to all other rights and privileges accruing to employees under this Agreement.

- 11.04** The parties recognize that job opportunity should increase in proportion to seniority.
- 11.05** (1) In all cases of promotion (except promotion to positions excluded from the bargaining unit or positions requiring technical training or special education qualifications) and in all cases of decrease or increase of working forces the following factors shall be considered by the Company:
- (a) Seniority
 - (b) Knowledge, efficiency and ability to perform the work
 - (c) Physical fitness
- Where factors (b) and (c) are relatively equal, factor (a) shall govern.
- (2) For jobs not in lines of progression, plant seniority shall apply and within lines of progression, job seniority shall apply as provided in Appendix "H".
- (3) As part of 11.05(1)(b), in the filling of positions for Group Leaders, including Assistant Rollers, Lead Casters and 1st Helpers – Electric Furnace the parties agree that providing leadership, guidance and direction are critical components of these positions.
- (4) In any case where the senior applicant(s) is not awarded the position, the Company will provide feedback to the applicant within one (1) week.
- 11.06** i. An employee shall lose his or her seniority and employment for any one of the following reasons if he or she:
- (a) Quits.
 - (b) Is discharged.
 - (c) Is laid off for lack of work and not recalled within the time frames specified in clause 11.12.
 - (d) Is absent without authorization for a period in excess of five (5) consecutive working days.
 - (e) Is absent for a period exceeding the time allowed under the Workers' Compensation regulations.
 - (f) Fails to return to work at the termination of a leave of absence except with the written consent of the Company.

- ii. (a) An employee may lose his or her seniority and employment for absence due to disability for a period exceeding twelve (12) months except in the case of an employee with more than five years of service in which case the period will be twenty-four (24) months.

(b) Should the Company decide to exercise its discretion in (ii) (a), above, that decision will be subject to the grievance and arbitration process.

11.07 (a) When requested by the Union, revised seniority lists will be furnished within fourteen (14) days provided that there is at least two (2) months between such requests. Such lists shall be in order of seniority and will show the starting date and perm number of each employee.

(b) When requested by the Union a list showing each employee's occupation and classification will be furnished by the Company.

11.08 (a) When a permanent vacancy occurs on the base job of a line of progression or on a job which is not in a line of progression, such jobs should be posted within thirty (30) calendar days of the vacancy occurring and notice of such vacancy will be posted for seven (7) full working days. Applications may be made during this period to the Human Resources department on the form supplied by the Company that are available and collected at the Guard House. Copies of job vacancies shall be supplied to the President of the Union.

(b) The permanent vacancy will be awarded within fifteen (15) calendar days of the posting closing in accordance with Clause 11.05 and in accordance with the rules of progression attached hereto as Appendix "H", with employees being considered in the following order:

- 1) Employees in the plant and where an appointment is not made from that group,
- 2) Former employees entitled to recall in accordance with 11.12.

(c) The name of the employee so appointed shall be posted on the bulletin board of the department and a copy shall be supplied to the President of the Union. The date of such appointment will be the date the job rate is applied.

(d) If a dispute arises as to an employee's ability to fulfil the job requirements efficiently, the senior applicant will be granted a trial

period. This clause is not applicable to Group Leader positions not in a Line of Progression including Assistant Rollers.

- (e) Nothing herein shall preclude the Company from making a temporary appointment not to exceed thirty (30) days to any such permanent vacancy.
- (f) Employees will not acquire seniority on a job as a result of a temporary promotion.
- (g) The employee so appointed shall be placed on the permanent vacancy within thirty (30) calendar days from appointment.
- (h) Upon being appointed to:
 - (a) The position the employee may elect to return to his or her former job without loss of seniority on the former job, provided he or she exercises this option no later than within the seventh (7th) calendar day following the first day he or she commences working in the new job.
 - (b) A posted training opportunity the employee may elect to not continue training and return to their job, provided he or she exercises this option no later than within the seventh (7th) calendar day following the first day he or she commences training in the new job.

Successive applications of either option within this provision by any one employee must be separated by at least one year.

- (i) Vacancies must be applied for within seven (7) consecutive working days unless the employee could not apply because of any of the following reasons:
 - a) Vacation;
 - b) Sickness or Accident;
 - c) Leave of Absence.

If an employee is absent for any of the reasons stated above, he or she will have the right to apply for a job posted during this absence provided that he or she returns to the department within a period of thirty (30) days following the appointment to the job vacancy, or within seven (7) days after his or her return to the department, whichever is the shorter

period.

- (j) If an employee is successful on a bid for a job vacancy or a training opportunity that requires specialized training, the employee will be moved to the job or training opportunity in order to complete his or her seven (7) day trial prior to such specialized training taking place.

11.09 The parties agree that in the case of short temporary periods of layoff, decreases in working force or other interruptions of work, it may not be practicable to implement the provisions of this Article. Both parties agree to make every reasonable effort to reach a mutually satisfactory understanding in such cases.

- (a) It is not intended that the provisions of this Article are to be waived in respect of any such short periods in excess of five (5) working days in the first or second half of a calendar year, except by mutual consent.
- (b) It is understood that the application of this Clause will not result in a loss of more than five (5) consecutive working days at any one time.
- (c) It is further understood that the Company will make every reasonable effort to avoid repeated loss of time for an employee or a group of employees in the application of this Clause.

11.10 In the event of layoff due to lack of work and subject to the provisions of 11.05 and the rules of progression attached hereto as Appendix "H", an employee with seniority displaced from his or her job will be assigned by the Company in the following order to:

1. The job of the junior employee in any description in his or her line of progression, provided his or her job seniority is greater than that of the employee to be displaced.
2. The job under the dotted line, in his or her line of progression, held by the junior employee provided his or her plant seniority is greater than that of the employee to be displaced.
3. The job under the dotted line, in another line of progression, held by the junior employee provided his or her plant seniority is greater than that of the employee to be displaced.
4. The job not in a line of progression held by the junior employee in the highest classification, provided his or her plant seniority is greater than that of the employee to be displaced. In applying the provision of 11.05

(b) with respect to the assignment of an employee to a job not in a line of progression only in accordance to this section 4, the Company will provide the senior employee eligible for such vacancy with up to 80 hours familiarization and training provided that such employee could reasonably be expected to absorb such training. Should the employee be deemed to become qualified for the job with the 80 hours familiarization and training, the assignment of the employee will only be based upon 11.05 (a) and (c). Only an employee who has been displaced from his or her job due to a reduction in working forces is eligible for such consideration. Such displaced employee shall not be entitled to be laid off work until he or she has exercised his or her entitlement under the above provisions and work is not available to him or her.

11.11 (a) An employee displaced in lieu of layoff in accordance with the provisions of 11.10 shall for a period of one (1) year from the date of his or her displacement and subject to 11.05, be entitled to recall to the job from which he or she was originally displaced and if recalled, be required to return in which event the provisions of Clause 11.08 shall not apply. The company will provide the union with the names of employees recalled to their jobs pursuant to this clause.

(b) Employees laid off from work will lose their job seniority.

11.12 Subject to Clause 11.05, a former employee who is on layoff, shall be entitled to be recalled when jobs become available, provided:

(a) He or she is recalled within twelve (12) months where at the date of his or her layoff he or she has less than twelve (12) months service.

(b) He or she is recalled within forty-two (42) months where at the date of his or her layoff he or she had twelve (12) months or more of service.

11.13 If a former employee is recalled and rehired within the applicable period, his or her service shall include service prior to his or her layoff and further accumulation of service for job security purposes only as follows:

(a) In the case of an employee with less than one (1) year of service at the date of layoff, the first nine (9) months of the layoff will be included with his or her prior service, or

(b) In the case of an employee with one (1) or more years of service at the date of layoff, the first eighteen (18) months of the layoff will be included

with his or her prior service.

- (c) If a former employee fails to report for work within ten (10) working days after being recalled by a registered letter addressed to the last address on the employment records, he or she shall not be further entitled to recall.

11.14 The parties recognize the importance of using bargaining unit employees to provide capable vacation and illness relief for salaried positions. They also recognize the importance of protecting the job security of bargaining unit employees from former bargaining employees transferring into the bargaining unit from salaried positions. As such the parties have agreed to the following language which shall be implemented August 1, 1993.

Temporary Moves – Non-bargaining

If non bargaining unit personnel who have previously worked in the bargaining unit are transferred from a non-bargaining unit position to a bargaining unit job, they shall be entitled to credit for their full service, including plant and job seniority with the Company including time worked outside the bargaining unit. For the purpose of the application of Article 11 only, such non bargaining unit personnel shall not, however, be credited with plant or job seniority service for time worked on a non-bargaining unit position in excess of 2080 hours, unless such time worked was for the purpose of vacation relief, illness relief, new facility construction or commissioning or other purposes which are mutually agreed by the parties. The Company will provide the union with information on time worked for vacation relief, illness relief, new facility construction or commissioning, other mutually agreed purposes and non-exempt relief for non-bargaining unit personnel monthly. In order to give meaning to "new facility and commissioning" referenced above, the Company will provide to the Union, upon approval of new facility projects, the duration of the project, the non-bargaining unit personnel to be involved, and the projected commissioning timeline. Upon written request of the President of Local 5220, the Company will provide the details concerning the exempt non bargaining hours worked for any one employee per department. This request may be initiated only once per quarter and will apply to the hours worked in that quarter.

Union dues will be paid to the Union based on the calculations in accordance with Article 5 for all TNBU hours worked.

Cumulative TNBU hours started effective December 19, 2005. With the exception of hours worked from August 1, 2010 to July 31, 2011 as well as

August 1, 2013 to July 31, 2014 will be counted as exempt hours in accordance with Article 11.

Permanent Moves – Salary

Salaried positions may be filled by promoting bargaining unit personnel. The Union will be advised of such promotions in writing. In the event that salaried personnel are transferred to a bargaining unit job they shall not be entitled to credit for service for time worked previously in the bargaining unit or for time worked in the salaried position, for the purpose of the application of Article 11. In no event shall salary personnel be transferred to a bargaining unit job while bargaining unit employees are laid off and entitled to recall. Laid off salaried employees do not have recall rights to bargaining unit jobs.

ARTICLE 12

LEAVE OF ABSENCE WITHOUT PAY

- 12.01** An employee requesting a leave of absence shall apply to his or her Supervisor and if such leave is granted it shall be authorized in writing but shall not exceed ninety (90) days, provided, however, that if an emergency arises which prevents the employee on leave from returning at the end of the leave granted, he or she may apply for an extension.
- 12.02** The Company will grant an employee leave of absence of not more than one (1) year 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 one (1) year periods if the Company agrees to it. Not more than one (1) employee may be on leave under this section at any one time.
- 12.03** Upon written application to the Human Resources Manager at least one (1) week prior to the event the Company will grant leave of absence to up to four (4) employees from any one (1) department providing the total shall not exceed seven (7), to attend Union conferences, or Union business meetings.
- 12.04** The parties recognize that employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance and performance at work. To give full force and effect to that recognition the parties establish the following:
- (a) Workers experiencing domestic violence will be able to access up to

one (1) day of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities resulting from domestic violence or abuse.

- (b) This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted the domestic violence leave can utilize their vacation or will be provided time off without pay on the same basis.
- (c) The employee and employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

12.05 An employee who has been employed for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year for Personal and Family Responsibility, but only to the extent that the leave is necessary:

- (a) for the health of the employee, or
- (b) for the employee to meet their family responsibilities in relation to a family member.

Before taking a leave under this Article, the employee must give the Company as much notice as is reasonable and practicable in the circumstances.

ARTICLE 13

HEALTH, SAFETY AND ENVIRONMENT

- 13.01**
- a) The Company and the Union agree that they mutually desire to maintain the standards of Health, Safety and Environment required to prevent occupational illness and industrial injury in the plant. In this regard, the parties agree that their respective representatives shall act in a cooperative and responsible manner so as to further Health, Safety and Environment in the plant, and for the protection of the Company's property.
 - b) The parties further recognize the importance of joint health and safety training in developing and maintaining a successful Health and Safety Program and are committed to training initiatives for both Company and Union representatives and as well for employees in general. This training shall be scheduled and paid by the Company as time worked.

- c) The parties further recognize that employees who have been absent from a particular job for a prolonged period may require reorientation and refresher training. The reorientation and refresher training will be sufficiently thorough to permit work to proceed safely and with confidence.
- d) The parties further recognize that accidents and incidents shall be investigated by persons knowledgeable in the type of work involved. To assist in the Incident Investigation Process the Company will provide each crew safety representative with the necessary training and resources as determined through discussions between the parties.
- e) The parties agree that there will be an incident or accident investigative process that is timely. When possible, the preliminary investigation report of an incident or accident will take place on the shift in question including communication to all parties directly affected. The incident or accident investigation will be completed as soon as possible but in no instance will a report be issued more than 21 days from the event.
- f) The parties further recognize that the involvement of all employees in the Health and Safety Program is fundamental in improving the program. In addition to the various committee meetings, it is important to ensure that employees have alternate ways in which to raise health and safety concerns. As such, each sub department will establish a health and safety log book which will be made available to employees to identify any health and safety concerns. It is the accountability of the Co-Chairs of the Crew Health and Safety Committee to respond to the concerns raised in the log book.
- g) In recognition of the mutual interests in the Health and Safety Program the parties agree to provide the Joint Health, Safety and Environment Committee with all relevant and finalized information and reports. In addition to this the Company will invite the Union to Occupational Health and Safety investigations, inspections and to external and internal safety audits in a timely fashion.
- h) The Parties recognize the importance of responding to safety concerns and employee work refusal concerns. As such the Company and the Union agree to jointly maintain and communicate a safety concerns, complaints and work refusal policy and procedure which will be documented in the AltaSteel Safety Concerns, Complaints and Work Refusals AS-SAF-GEN-PRD-004.

13.02 (a) The Company recognizes the Union Health and Safety Committee as the

Unions representatives on the Joint Health, Safety and Environment Committee to be comprised of five (5) employees, two from the Bar Mill, two from Steelmaking and one additional employee who will be designated as Chairperson.

- (b) The Company and the Union agree that a successful Health and Safety Program requires that accountability and authority be at the appropriate level within the organization and both parties desire that this accountability and authority be closest to where the work is done. As such it is the intention of the parties to achieve this objective through the following Health and Safety Committee structure which utilizes the parties designated representatives:

Crew Health and Safety Committee

To facilitate the timely investigation of incidents as well as effective and successful Safety Meetings and Crew Safety Tours, that there be every attempt to ensure that there are Crew Safety Representatives on every crew.

Crew Health and Safety Committee will meet once per month and be attended by the crew supervisor, crew safety representative and the employees of that crew. The Supervisor and Crew Safety Representative will Co-Chair the meetings. The meetings should be conducted as per the guidelines developed by the Joint Health, Safety and Environment Committee. Each crew is accountable for:

- performing inspection tours in the work area,
- performing hazard assessments in the work area,
- dealing with concerns and issues raised by crew attendees,
- dealing with any unresolved concerns from the health and safety log book,
- providing job specific WHMIS training, and
- reviewing procedures and procedural changes.

Issues arising from the Crew Safety Meetings that are not resolved, cannot be resolved at that level, or that there is not a clear path to a resolve, within 90 days of being recorded on the Crew Safety Meeting minutes, will be escalated to the Department Health and Safety Committee.

Department Health and Safety Committee

The Department Health and Safety Committee will meet once per month and be attended by Union and Company representatives. The Union representatives will be chosen from the crew safety representatives from the department and the Union Department Chair from the Joint Health, Safety and Environment Committee. The Company representatives will include the Department Vice-President. The Union Department Chair and the Department Vice-President will Co-Chair the meetings. It is the responsibility of the Co-Chairs to set the agenda and invite participants for the meetings with the goal of equal representation. This committee is accountable for:

- developing and maintaining departmental health and safety systems,
- monitoring departmental health and safety performance through the following:
 - accident statistics, crew health and safety meetings, hazard assessments, inspection tours, training, procedural changes, hygiene results, and accident and incident investigations, and auditing the effectiveness of corrective actions,
- investigating serious accidents and incidents as defined in the Manager On Call procedure, and resolving issues not resolved at crew health and safety committee meetings.

Issues arising from the Department Safety Meetings that are not resolved, cannot be resolved at that level, or that there is not a clear path to a resolve, within 90 days of being recorded on the Department Safety Meetings minutes, will be escalated to the Joint Health, Safety and Environment Committee.

The Union Departmental Health & Safety Co-Chairs will be granted two (2) days per quarter to conduct business for Health, Safety and Environmental issues. He or she will be paid as if they were working at their usual job at that job rate. The Union's Departmental Health, Safety and Environment Committee Co-Chairperson will make written application to the Human Resources department at least one (1) week in advance.

Joint Health, Safety and Environment Committee

The Joint Health, Safety and Environment Committee will meet once every second month (bi-monthly), or more often if requested and be attended by the President of AltaSteel, Department Head of Safety and the Union Health, Safety and Environment Committee.

At the Joint meeting there will be a Safety Walk component where the Joint committee tours various areas of the plant to assess the effectiveness of safety initiatives in the plant site. The President of AltaSteel and the Union Health, Safety and Environment Chairperson will Co-Chair the meetings. It is the responsibility of the Co-Chairs to set the agenda and invite participants for the meeting.

This Committee is accountable for:

- developing and maintaining the AltaSteel Health, Safety and Environment Policy,
- maintaining the AltaSteel Work Refusal Procedure,
- identifying training needs,
- ensuring major concerns are dealt with consistently throughout the Company,
- resolving issues not resolved at department health and safety committee meetings,
- conducting departmental audits,
- reviewing environmental monitoring data and regulatory submissions.

The Union's Health, Safety and Environment Committee Chairperson will be granted four (4) paid days per month to conduct business for Health, Safety and Environmental issues. He or she will be paid as if they were working at their usual job at that job rate. The Union's Health, Safety and Environment Committee Chairperson will make written application to the Human Resources department at least one (1) week in advance.

- (c) The Union's Health and Safety Committee Representative of the Department involved will be notified of Accident and Incident Investigations and permitted to attend. The records of Accident or Incident Investigations will be made available to the Department Health and Safety Representative.
- (d) Where the Health and Safety Representatives are required to fulfill the requirements as referred in (b) and (c) above outside their normal working hours they will be paid according to the various provisions of the collective agreement. Time lost from work by the Union Health and Safety Committee to attend the Joint Health, Safety and Environment meetings shall be deemed as time worked and will be paid at their regular rate inclusive of premiums.

- (e) It is the Company's intent to provide Administrative Facilities to employees who are members of the Union Health and Safety Committee with the opportunity to carry out their functions to the ultimate benefit of both parties.

Therefore the Company shall provide, for the Union Health, Safety and Environment Committee, sufficient office space with all necessary equipment and supplies to carry out their functions. Such equipment will include network connected computer, a digital camera and a two-way radio for the Union Health, Safety and Environment committees use.

- 13.03** The Company is accountable for ensuring the production of minutes for each meeting and circulating them to all attendees. Unresolved issues will remain on the minutes until complete. Minutes will be issued within a week of the meetings.
- 13.04** In the event of a fatal accident, the Chairperson of the Union Health, Safety and Environment Committee and the President of the Local will be advised forthwith, in order that they may attend to the scene and participate in the accident investigation.

13.05 SAFETY BOOTS

An employee shall be issued a pair of metatarsal boots from the Company upon hire. If the probationary period is unsuccessful, the Company will be reimbursed the cost of the boots from the employee's final pay. The Company will provide subsequent new boots at no cost when an employee's boots are worn out and need replacement. The Company will issue a slip to obtain boots either from Stores stock or an approved offsite provider. The returned boots shall be property of the Company and shall be disposed of accordingly. The Company will provide employees with a choice of a total of three types of boots.

In areas where the Joint Health, Safety and Environment Committee has determined that metatarsal boots are not required, non-metatarsal boots will be provided on the same basis.

13.06 SAFETY EQUIPMENT

The Company will continue to supply other Safety Equipment as well as gloves, when such equipment, in the opinion of the Company, is required for the performance of the job. His or her worn out equipment must be returned before new equipment will be supplied.

13.07 AIR AND WATER QUALITY CONTROL

The designated Union representative of the Joint Health, Safety and Environment Committee or his or her delegate will be notified of any air and water testing, relating to worker exposure, in a timely manner and will be allowed to participate. Prior to such testing, the Union may request a meeting with the designated Company representative(s) and the person(s) conducting the test. The purpose of such meeting is to familiarize the person(s) conducting the test with the purpose, scope and specific conditions in the test area.

Results of any available studies on in plant air and water quality control will be reviewed with the Joint Health, Safety and Environment Committee at their meetings.

13.08 MEDICAL EXAMINATION

Results of medical examinations will be made available to an employee's physician at the request of the employee. In the case of a deceased employee, such results shall be made available to the nearest next of kin of the employee, upon the request in writing of such next of kin.

ARTICLE 14

GENERAL PROVISIONS

- 14.01** Representatives of the Union shall have access to the Company's premises providing they seek permission from the Department Superintendent or the Industrial Relations Department and do not cause employees to neglect their work.
- 14.02** The Company will provide plug in outlets for employees' cars at the plant.
- 14.03** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail, addressed to Box 2348, Edmonton, Alberta, T5J 2R3. Any notice to be given to the Union under terms of this Agreement shall be given by registered mail, addressed to the Union at its address in the City of Edmonton, Alberta, Suite 202, 4264 – 91A Street, T6E 5V2.
- 14.04** The Company will provide all officers of the Local Union (Shop Stewards, Crew Safety Rep. etc.) with access to a computer and printer with reasonable

time to do so without grossly impacting the operation.

ARTICLE 15

COMPLAINTS AND GRIEVANCES

- 15.01** In case a grievance arises in the plant, an honest effort shall be made to settle the difference in the following manner.
- 15.02** (a) There shall be a grievance committee consisting of five (5) employees selected by the Union, at least 2 will represent the Bar Mill and at least 2 will represent Steelmaking who have at least three (3) months service with the Company. The fifth member of the committee will be identified as the Chairperson and oversee the activities of the committee. The Union agrees to advise the Company of the names of the members of the grievance committee, in writing, and also of any change which may occur.
- (b) In addition to any special meetings of the grievance committee and the Company, there shall be a regular meeting of the grievance committee and the Company to be held on the fourth Thursday of each month.
- 15.03** A grievance committee member will not suffer any loss of pay for attending regular meetings or for processing grievances through Steps 2 and 3, provided that the total number of hours lost does not exceed twelve (12) hours for all committee members attending such meetings in any calendar month and the hours may be cumulative during the term of this Agreement. Where Grievance Committee members are required to attend a grievance meeting scheduled by the Company outside their normal working hours they will be paid according to the various provisions of the collective agreement.
- 15.04** A representative of the Union shall obtain the permission of his or her Supervisor before leaving his or her work to deal with a grievance. Such permission shall not be unreasonably withheld.

GRIEVANCE PROCEDURE

- 15.05** Step No.1
Any employee who believes that he or she has a justifiable grievance or dispute shall take up the matter with his or her supervisor with or without his or her Union Steward being present, or the Union Steward may take up the matter with the supervisor as the employee may elect. Grievances not adjusted in this way within five (5) calendar days are eligible to be brought

forward to Step No. 2. The settlement of grievances at Step No. 1 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 No. 2

Notice of appeal may be given to the Department Superintendent by the steward of the department within seven (7) working days after receiving the decision of the supervisor. Such notice shall consist of a written statement of the grievance containing particulars of the incident giving rise to the grievance and shall be signed by the aggrieved employee and dated as of the date of its submission. The Department Superintendent and a second Company representative shall meet with not more than two (2) representatives who are either department committee members or a member and a steward (shall not include Chairperson of Grievance Committee) to investigate the grievance and attempt to settle the grievance at the regularly scheduled 2nd step meeting or if the grievance is of an urgent nature at a special meeting at a time mutually arranged. The Department Superintendent shall give his or her decision in writing to the Grievance Committee member within six (6) working days of such meeting. Grievances not adjusted in Step No. 2 may be appealed to Step No. 3. Step No. 2 meeting will be the 1st Thursday of every month.

Step No.3

In the case of appeal from such decision, notice of appeal must be given in writing to the Department Head within seven (7) working days from the date of the Department Superintendent's written decision. The Department Head and/or delegate and a representative from Human Resources shall meet with the Grievance Committee and/or a representative of the International Union within ten (10) working days if the grievance is of an urgent nature or if not, at the regularly scheduled 3rd step meeting, in an attempt to arrive at a settlement. The Department Head or his or her delegate shall submit his or her answer in writing within five (5) working days.

- 15.06** A grievance must be presented within fifteen (15) days of occurrence unless it be a grievance concerning discharge to which paragraph 15.08(b) is applicable. Grievances not presented within the time provided will not normally be considered and, in any event, are not subject to arbitration.
- 15.07** A grievance not referred to the next step within the time allowed may be processed through the remaining steps of the grievance procedure but is not arbitrable.
- 15.08** (a) A representative of the Union will attend an investigation interview that may result in the discipline of a Bargaining Unit employee.

- (b) An employee who is being notified of his or her disciplinary written warning, suspension or discharge may elect to have a Union Steward present. In the event that a Union Steward is not present at the time the employee is notified of his or her discipline or discharge, the Company will notify the grievance committee person concerned within forty-eight (48) hours. A discharged employee may appeal the discharge to the Department Superintendent, within three (3) working days. If a settlement is not reached, a grievance may be presented at Step No. 3 within five (5) working days.

15.09

- (a) In the event that more than one employee is directly affected by one specific incident and each such employee would be entitled to process a grievance, the Steward may sign the statement of the grievance on behalf of the aggrieved employees and shall identify the grievance as a "Group Grievance". The names of such employees will be attached to the grievance.
- (b) If the Company is alleged to have violated any provisions of this Agreement and such violation affects the interests of the Union as a party to the Agreement, the Union may file a grievance, beginning at Step No. 2, which shall be signed on behalf of the Union by the Chairperson of the Grievance Committee and shall be identified as a "Union Policy Grievance".
- (c) Grievances that concern the interpretation, application or administration of the CWS Manual may be initiated by the Union and shall be resolved in accordance with the provisions of this Section beginning at Step No. 2.
- (d) The griever, if a member of the Grievance Committee, will not be a party to the discussion of his or her own grievance at a 3rd Step grievance meetings.
- (e) Shifts in Kind:

The parties agree that the use of Shifts in Kind as a resolution of grievances related to a lost overtime opportunity have to be managed. To that end the following criteria for the use of Shift in Kind have been agreed to:

- 1) Shifts in Kind are meant to be work that is meaningful and that does not fall into the scope of the regular work that the griever would do, or work that would be usually be performed by another

worker;

- 2) The Shift in Kind must occur within a year at a mutually agreeable time.

15.10 The Grievance and Arbitration Procedure may be invoked by the Company. Such grievances may be initiated by the Company at Step No. 2 of the Grievance Procedure by filing with the Chairperson of the grievance committee. For such purposes, the provisions of this Article 15 shall be read and construed with the necessary changes.

ARTICLE 16

ARBITRATION

16.01 Grievances concerning the interpretation, application, operation, or alleged violation of this Agreement which are not settled in the Third Step of the Grievance Procedure, may be referred to Arbitration by notice, in writing, to the Company within fifteen (15) days from expiry of the time limits for settlement under such Third Step. Such notice shall indicate the agreement clauses relied upon.

16.02 The grievance is to be referred to a single arbitrator who shall be selected for each successive grievance which is referred to arbitration on a rotating basis from the list below.

1. W.D. McFetridge
2. Francis Price
3. J. Leslie Wallace
4. Mark Asbell
5. Andy Sims

16.03 The decision of the Arbitrator shall be final and binding upon both parties but the Arbitrator shall not have jurisdiction to change, amend, add to or subtract from any of the provisions of this Agreement. However, if the Agreement has been violated by the Company and disciplinary action resulting in loss of wages is involved, the Arbitrator may decide whether the disciplinary action should be modified if in the opinion of the Arbitrator the extent of the discipline is unreasonable in relation to the offence.

16.04 The parties will each bear one half of the expenses and remuneration of the

Arbitrator and his or her secretarial expenses and rent, but all other expenses shall be borne by the party incurring them.

ARTICLE 17
STRIKES – LOCKOUTS

- 17.01** There shall be no lockout by the Company and no interruption, work stoppage, strike, sitdown or slowdown by any employee or employees during the term of this Agreement.

ARTICLE 18
BULLETIN BOARDS

- 18.01** The Union shall have the exclusive use of five (5) lockable bulletin boards on the premises of the Company, and provided by the Company for the purpose of posting notices, etc., which may be of interest to Union members. All such material may be posted only with the approval of the Head of Human Resources.
- 18.02** The Union shall be given the opportunity to rack written information, which may be of interest to the Union members, in an area designated by the Company. All such material may be racked only with the approval of the Head of Human Resources.

ARTICLE 19
WAGES

- 19.01** The Co-operative Wage Study (C.W.S.) Manual for Job Description Classification and Wage Administration, dated October 1, 1956, as amended, (hereinafter referred to as "The Manual") is incorporated in this Agreement as Appendix "A". The Parties are committed to review positions, as required.
- 19.02** Each job shall be described and classified and a rate of pay applied to each employee on such job in accordance with the provisions of this Agreement.
- 19.03** There will be a Cost of Living Allowance based on the formula in New Appendix "J" of the agreement.

To that end:

1. The Cost of Living Allowance for the period of August 1, 2021 to July 31, 2022 is projected to be \$0.50 and will be added to the base rate as of August 1, 2021 and will be paid for all hours worked as an advance.

Effective August 1st, 2022 any cost-of-living allowance being paid as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost-of-living allowance.

2. The Cost of Living Allowance for the period of August 1, 2022 to July 31, 2023 is projected to be \$0.50 and will be added to the base rate as of August 1, 2022 and will be paid for all hours worked as an advance.

Effective August 1st, 2023 any cost-of-living allowance being paid as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost-of-living allowance.

3. The Cost of Living Allowance for the period of August 1, 2023 to July 31, 2024 is projected to be \$0.50 and will be added to the base rate as of August 1, 2023 and will be paid for all hours worked as an advance.

Effective August 1st, 2024 any cost-of-living allowance being paid as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost-of-living allowance.

4. The Cost of Living Allowance for the period of August 1, 2024 to July 31, 2025 is projected to be \$0.50 and will be added to the base rate as of August 1, 2024 and will be paid for all hours worked as an advance.

Effective August 1st, 2025 any cost-of-living allowance being paid as of that date shall be added to the Standard Hourly Wage Scale which becomes effective on that date and shall not thereafter be paid as a cost-of-living allowance.

5. Should the actual Cost of Living Allowance as calculated in Appendix "J" exceed the projected allowance in any of the annual periods, the Cost of Living Allowance will be the actual Cost of Living Allowance.

19.04 Effective on the date specified in 19.03, the rate of pay of an employee who

was receiving an out of line differential prior to such dates shall be adjusted by increasing that rate by the amount of increase in the rate for Job Class 1 and then the following shall govern:

(a) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job as provided in 19.03, the amount of such excess shall become the employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.

(b) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job as provided in 19.03, the rate of pay for such employee shall be adjusted to conform to the standard hourly rate for the job as provided in 19.03 and the former out of line differential shall be terminated.

19.05 As of the date each Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class.

19.06 Each standard hourly rate established under Section 19.03 shall be:

(a) the established rate of pay for all hours paid for on a non-incentive job, and

(b) the established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

19.07 Except as otherwise provided by this Agreement, the standard hourly rate for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

19.08 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

OUT-OF-LINE DIFFERENTIALS

19.09 An out of line differential is the amount an employee's existing rate on a job exceeds the standard hourly rate for such job.

19.10 The Company shall furnish the Union a list of employees who are to be paid

"out of line differentials". Such list shall contain the following information:

- (a) Name of incumbent to whom such out of line differential is to be paid.
- (b) Job title of job on which out of line differential is to be paid.
- (c) Job classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of out of line differential.
- (f) Date such out of line differential becomes effective.

- 19.11** Except as such out of line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Clause 19.10 shall continue to be paid such out of line differential during such time as the employee continues to occupy the job for which the differential was established.
- 19.12** If an employee with an out of line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
- 19.13** If an employee with an out of line differential is transferred or assigned to a job having a lower standard hourly rate, then the out of line differential shall be cancelled.
- 19.14** If such employee referred to in Sections 19.12 and 19.13 shall be returned to the job for which the out of line differential was established, the out of line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 19.15** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out of line differentials.

TEMPORARY TRANSFER

- 19.16** An employee may be temporarily transferred from one job to another within a department or to another department but no such transfer shall exceed a period of thirty (30) days, except by mutual agreement between the Company and the Union. An employee who is temporarily transferred from his or her regular job shall be paid the standard hourly rate of the job to which he or she has been transferred, provided such rate is not less than that of his or her regular job. If the rate of the job to which he or she is temporarily transferred, but not as a result of a lay-off, is less than the rate of his or her regular job, he

or she shall be paid the rate of his or her regular job during the period of such temporary transfer. The rate of the employee's regular job shall include any out of line differential which he or she is entitled to receive.

LEARNER RATE

19.17 Learner rates will apply only to the jobs shown on the list annexed to this Agreement as Appendix "F". Jobs may be added to or removed from such list by mutual agreement between the Parties.

19.18 The schedule of Learner Rates shall be determined on the basis of Factor 2 (Employment Training and Experience) of the Job Classification as follows:

(a) Jobs in Code C 0.8:

One learner period of 520 hours at a level two job classes below the standard hourly rate of the job.

(b) Jobs in Code D 1.2:

1. A first learner period of 520 hours at a level four job classes below the standard hourly rate of the job.
2. A second learner period of 520 hours at a level two job classes below the standard hourly rate of the job.

(c) Jobs in Code E and Higher:

1. A first learner period of 520 hours at a level six job classes below the standard hourly rate of the job, and
2. A second learner period of 520 hours at a level four job classes below the standard hourly rate of the job, and
3. A third learner period of 520 hours at a level two job classes below the standard hourly rate of the job.
4. Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the standard hourly rate of the job.

19.19 The Company, at its discretion, may apply a learner rate to a learner on a job where another employee other than the learner is on the job, provided the learner rate applied is:

(a) In the case of an employee hired for the learning job, the standard hourly rate for Job Class 2; or

(b) In the case of an employee transferred from another job in the plant the

lower figure of:

1. The standard hourly rate of the job from which transferred; or
2. The standard hourly rate of the job being learned.

19.20 The learner provisions set forth in Clause 19.19 shall apply:

- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
- (b) Only to provide replacements for job vacancies; and
- (c) In accordance with the provisions of this Agreement for filling vacancies.

19.21 Employees' time spent on a job requiring a learner schedule shall be cumulative.

19.22 Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

19.23 Any employee when assigned to a job on which the learner rate applies shall be credited in the learner schedule with all-time previously worked on such job, or in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

19.24 The Company at its discretion may establish incentive plans for any job. In the event that an incentive plan is established, the base rate for such plan shall be the standard hourly rate and the Company will thereupon negotiate with the Union provisions covering the installation and administration of such incentive plan.

19.25 The description and classification for each job in effect as of the date of this Agreement and others subsequently established shall continue in effect unless:

- (a) The Company changes the job content to the extent of one full job class or more;
- (b) The job is terminated or not occupied during a consecutive period of one year; or
- (c) The description and classification is changed by mutual agreement of the Company and the Union.

- 19.26** Whenever the Company establishes a new job or changes the job content of an existing job to the extent of one full job class or more, upwards or downwards, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:
- (a) The Company will develop a description and classification of the job in accordance with the provisions of the Manual.
 - (b) The proposed description and classification will be submitted to the Union C.W.S. Committee, which shall consist of three employees, one of whom shall be chairperson, for approval. Each member of the C.W.S. Committee will be paid at his or her average hourly rate during the preceding pay period for attendance at meetings held with the Company, under the provisions of Clause 19.26 to 19.30 of the Basic Agreement, up to but not exceeding a total of 6 hours in any calendar month for the whole Committee and the hours may be cumulative during the term of this Agreement.
 - (c) The applicable standard hourly rate for the job shall become effective on the date the new job was established or on the date the job content of an existing job was changed.
- 19.27** If the change in job content results in a lower classification of a job, any incumbent of such job at the date of such lower classification shall receive an out of line differential equal to the difference between the standard hourly rate for the job before such change and the standard hourly rate thereafter. Such out of line differential shall be in addition to any other out of line differential an incumbent then has and shall be governed by the provisions of this Section.
- 19.28** Should the Company and the Union C.W.S. Committee be unable to agree upon the description and classification, the following shall be the procedure:
- (a) The Company shall install the proposed classification and the standard hourly rate for the job class to which the job is thus assigned shall apply as set forth in 19.26(c).
 - (b) The Union C.W.S. Committee may within 30 days thereafter refer in writing to the two Representatives designated in 19.32, an allegation that the job is improperly described or classified under 19.26.
- 19.29** If the Company is alleged to have established a new job, or changed the job content of an existing job to the extent of one full job class or more, and has failed to develop and submit a new description and classification, the Union C.W.S. Committee shall notify the Company, in writing, specifying its

allegations. The Company and the Union C.W.S. Committee shall discuss the matter, after which the Company shall reply, in writing, to the Union C.W.S. Committee's allegations. If the Company's reply is not satisfactory, the Union C.W.S. Committee may within 30 days of the date of such reply refer the matter, in writing, to the two Representatives designated in 19.32. Any change in job class shall become effective in accordance with 19.26(c) provided, however, that retroactivity shall not apply for more than ninety (90) days prior to the date the Union C.W.S. Committee notifies the Company of its allegations.

19.30 When the Company changes a job but the job content change is less than one full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to enable subsequent adjustment of the job class assignment of the job for an accumulation of small job content changes in accordance with the following:

- (a) The Company will prepare a record of such change to supplement the original job description and classification.
- (b) Such record will be submitted by the Company to the Union C.W.S. Committee. It shall not be necessary for the Union C.W.S. Committee to indicate its agreement with such record. If it is claimed that the Company had incorrectly assessed the job change or the change or changes in the job, when added to prior change or changes, requires a change in the job classification to the extent of one full job class or more, the Union C.W.S. Committee shall notify the Company, in writing, specifying its allegations. The Company and the Union C.W.S. Committee shall discuss the matter, after which the Company shall reply, in writing, to the Union C.W.S. Committee's allegations. If the Company's reply is not satisfactory, the Union C.W.S. Committee may within 30 days of the date of such reply refer the matter, in writing, to the two Representatives designated in 19.32.
- (c) A notification made by the Union C.W.S. Committee as provided in (b) above must be filed within thirty (30) days of the date the record was submitted by the Company to the Union.

Any change in job class shall be effective as of the date of the most recent change in job content.

19.31 When and if job content changes of less than one full job class accumulate to a total of one job class or more:

- (a) The job shall be reclassified to the appropriate job class on the basis of such total accumulation and the reclassification shall become effective

from the date of the most recent change in job content.

- (b) The appropriate standard hourly rate shall be effective as of the date of such reclassification.
- (c) A new description and classification shall be established in accordance with 19.26 embodying such accumulation of job content changes.

19.32 The Company and the Union shall each designate a representative to consider referrals submitted under Clauses 19.28 19.29 and 19.30. The Union's representative shall be a representative of the International Union.

- (a) The two representatives selected shall meet within thirty days of the date the matter was referred to them. If either representative is unable to meet within this thirty-day period, a substitute representative shall be designated by the party concerned and the thirty-day period referred to above shall be deemed to commence as of the date of his or her appointment. Within sixty days after the date of their first meeting, the two representatives shall jointly notify the parties hereto, in writing, of their agreement or failure to reach agreement. Agreement between the two representatives shall be final and binding.

- (b) If the two representatives are unable to reach agreement within the specified period, the Union may, within 30 days of the date of the written notification of the two representatives, notify the Company, in writing, of its intention to submit the dispute to arbitration under the provisions of Clauses 16.01 to 16.05. The Union's written notification shall contain particulars of the issues in dispute and for the purpose of 16.01 shall be considered as a grievance not settled in the third step.

19.33 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classification or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

19.34 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

19.35 Any changed or new job shall be in operation for a period of three (3) months before a new description and classification for such changed or new job is established provided that such new classification shall apply as of the date the job was changed or new job created.

ARTICLE 20
PAY ON DAY OF INJURY

- 20.01** An employee hurt in an industrial accident shall be paid for the time lost on the day he or she was injured at the rate of pay he or she would normally receive on that day, and the Company shall provide transportation for medical treatment as a result of an industrial accident on the day of injury. 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 Workers' Compensation Board.

ARTICLE 21
JURY SERVICE AND BEREAVEMENT PAY

(For any language amendments for 12 hour shifts, see Article #25)

- 21.01** The Company shall pay to any employee who may be required to serve as a juror or as a subpoenaed crown witness in any court of law in the Country in which he or she resides, the difference, if any, between the amount paid to him or her for his or her jury service or crown witness and the amount he or she would have received for services normally rendered to the Company during the same period of time.
- 21.02** An employee shall be permitted time off from work up to a maximum of five (5) days for the purpose of arranging and attending the funeral of a member of the employee's immediate family, which may include the day immediately after the funeral from the maximum of five (5) days. Should the employee not attend the funeral, the employee will be permitted one (1) day. Where any of such days fall on a scheduled working day for the employee, the employee shall be paid a bereavement allowance for each day equivalent to eight (8) times the average hourly rate earned by the employee in the preceding pay period. Where any of such working days is scheduled as vacation, the employee shall be paid a bereavement allowance of up to five (5) days for arranging and attending the funeral of a member of the employee's immediate family, which may include the day immediately after the funeral from the maximum of five (5) days. Should the employee not attend the funeral, the employee will be permitted one (1) day. Immediate family shall mean spouse, son, step-son, daughter, step-daughter, mother, step-mother, father, step-father, sister, brother, grandmother, grandfather, grandson, granddaughter, mother in law, father in law, sister in law or brother in law or, a common law spouse and mother, father, sister, or brother of such common law spouse, provided the

common law spouse is identified as a dependent in the Group Insurance Program.

For the purpose of this Clause, the terms "sister in law" and "brother in law" shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's brother or sister.

- 21.03** An employee shall be permitted time off from work up to a maximum of one (1) day for the purposes of attending the funeral of their: aunt, uncle, or step-sibling. An employee shall be permitted time off from work up to a maximum of one (1) day for the purposes of attending their spouse's or common law's: aunt, uncle, grandmother or grandfather. The employee shall be paid a bereavement allowance for said day which will be the equivalent of up to eight (8) times the average hourly rate earned by him or her in the preceding pay period.

ARTICLE 22

PREMIUMS

(For any language amendments for 12 hour shifts, see Article #25)

- 22.01** Shift premiums shall be paid as follows:
- (a) 1. For hours worked by an employee on his or her regularly scheduled first shift one dollar (\$1.00) per hour.
 - 2. For hours worked by an employee on his or her regularly scheduled third shift seventy-five cents (\$0.75) per hour.
 - (b) For the purpose of Paragraphs (a) of this Clause, a first shift is defined as a shift starting during the period 10 p.m. to 5:59 a.m. inclusive and a third shift is defined as a shift starting during the period 2 p.m. to 9:59 p.m. inclusive.
- 22.02** In no case will a premium paid pursuant to 22.01 or 22.04 be increased by reason of having been paid in overtime.
- 22.03** A premium of one dollar twenty five (\$1.25) per hour shall be paid to each employee for all hours worked during the twenty four (24) hour period commencing with the scheduled starting time of the Sunday night shift provided that such premium shall not be paid for hours compensated at

overtime rates.

- 22.04** An employee who works a schedule not providing for at least two days off which are consecutive either in a work week or at the end of one week and the beginning of the next work week will receive a premium of one dollar twenty-five (\$1.25) per hour for all straight time hours worked on the first scheduled working day immediately following his or her first scheduled day off. An employee will not be eligible for such premium for a week wherein he or she is scheduled to work overtime on a six or seventh day.
- 22.05** A premium of one dollar (\$1.00) per hour shall be paid to each employee for all hours worked during the twenty four (24) hour period commencing with the scheduled starting time of the Saturday night shift provided that such premium shall not be paid for hours compensated at overtime rates.

ARTICLE 23

PAY DAYS

- 23.01** Regular Company pay days shall be every second Wednesday, except when such days would normally fall on a holiday, in which event the direct pay deposit will be made to each employee's designated account on the day immediately preceding the holiday.

ARTICLE 24

TECHNOLOGICAL CHANGE

- 24.01** Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of an employee who may be displaced from his or her job as a result of such change.

In order to reduce the impact of displacement from a job due to technological change, an eligible employee will be entitled to assistance in accordance with the following provisions.

DEFINITION

- 24.02** Technological change shall mean:

- (a) the automation of equipment, or:
- (b) the introduction of new equipment, or:
- (c) the replacement of existing equipment with new equipment, or:
- (d) the mechanization or automation of duties, or:
- (e) the replacement of an existing facility with a new facility, which produces the same or similar product, which directly results in the permanent displacement of an employee from a job. The subsequent permanent displacement of junior service employees by an employee directly displaced from a job in accordance with the above shall also be considered to be a direct displacement due to a technological change. The displacement of an employee from a job as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment, resource depletion or product obsolescence or market shift which is not the cause or the result of a technological change, fault of the employee, or layoffs caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown, shall not be considered to be a technological change.

ELIGIBILITY

- 24.03** An employee, in order to be eligible for a Maintenance of Earnings Benefit, must:
- i. have 18 or more months of service and
 - ii. be permanently displaced from a job to which he or she has been permanently appointed or permanently assigned, as a direct result of a technological change, and
 - iii. have been assigned to the department in which such technological change displacement has occurred, for the three (3) month period immediately preceding such displacement, and
 - iv. remain in the employment of the Company during the benefit period, and
 - v. Accept the job with the highest rate of pay to which he or she is entitled and qualified to receive under the terms of the Basic Agreement during

the benefit period and continue to accept assignment to any job with a higher rate of pay during the term of the benefit period.

24.04 Notwithstanding the provisions of Clause 24.02, the parties agree to extend the terms and conditions of Section 24 to an employee who:

(a) is permanently displaced from his or her occupation as a direct result of the elimination or amalgamation of such occupation, or

(b) is permanently displaced from his or her occupation as a result of the permanent closure of an existing facility. (eg. Ball Mill Closure)

The Eligibility criteria of Clause 24.03 (i), (iii), (iv) and (v) will apply to this clause.

MAINTENANCE OF EARNINGS BENEFIT

24.05 For each pay period during the Benefit Period to which an employee is entitled as provided in 24.06, an eligible employee will be paid a Maintenance of Earnings Benefit, calculated as follows:

1. A Maintenance of Earnings Benefit differential will be calculated which represents the difference between the Gross Hourly Rate of the job from which the employee was displaced as specified in 24.03 (ii) and the Gross Hourly Rate of the job to which the employee is permanently assigned at the time of the displacement.
2. The Maintenance of Earnings Benefit differential will be applicable for each hour worked on a job during the pay period which carries a job class equal to or lower than the Gross Hourly Rate of the job to which the employee is permanently assigned as specified in (1) above.
3. In the event that an employee works on a job during the pay period which carries a higher Gross Hourly Rate than the Gross Hourly Rate of the job to which he or she is permanently assigned as specified in (1) above, the differential will be reduced by the difference between the Gross Hourly Rate of the job to which he or she is permanently assigned and any higher Gross Hourly Rate of a job on which the employee works in the pay period.
4. The Maintenance of Earnings Benefit will represent the total of the earnings calculated in accordance with (2) and (3) above plus the balance of the employee's actual earnings during the pay period.

5. The Gross Hourly Rate of the jobs specified in (1), (2) and (3) above shall include in addition to the applicable Standard Hourly Rate, any other hourly supplementary payments applicable for hours worked on such jobs.
6. An employee who is eligible to receive a Maintenance of Earning Benefit in accordance with the provisions of Clause 24.03 or Clause 24.04, as applicable, shall remain eligible for such benefit from the time of his or her displacement until the expiration of the Benefit Duration period as outlined in Clause 24.06, provided such employee continues to comply with the provisions of Clause 24.03 or clause 24.04, as applicable.

Should such employee, as a result of illness or injury (as evidenced by doctor's certificate if so requested by the Company) be unable to maintain the Gross Hourly Rate of the job from which he or she was originally displaced at any time during his or her Benefit Duration period, such employee will receive a Maintenance of Earnings Benefit differential in accordance with the provisions of Clause 24.05 and for the balance of the duration of his or her Benefit Duration period.

By way of an example, an employee who is displaced as a result of a Technological Change, from a job class 10 occupation to :

- (a) a job class 5 occupation
- (b) a job class 10 occupation
- (c) a job class 13 occupation

After a period of time, the employee is not able to perform the second job and is only able to perform a job class 2 occupation.

In all three cases, the employee receives MOEB of 8 job classes for the balance of his or her Benefit Duration period.

DURATION

- 24.06**
- (i) An eligible employee will be entitled to have his or her earnings maintained in accordance with 24.05 for the greater of fifty-two (52) pay periods or four pay periods for each year of Company service not to exceed one hundred and twenty (120) pay periods.
 - (ii) The period of time during which an employee will be eligible to receive a Maintenance of Earnings Benefit will commence at the beginning of the

- pay period immediately following the pay period in which the employee became eligible and shall continue for each subsequent consecutive pay periods thereafter for the appropriate number of pay periods to which the employee is entitled as provided above.
- (iii) Any pay period, during the whole of which an employee is absent from work solely due to sickness or injury (as evidenced by a Doctor's certificate as required by the Company) and is not entitled to any payment from the Company during such pay period, shall, subject to the provisions of part (iv) below, not be counted and the benefit period shall continue for the remainder of its unexpired term commencing with the pay period in which the employee returns to work or would have returned to work following such sickness or injury, provided further that such employee remains in the employment of the Company.
 - (iv) Any pay period during which, either in whole or in part, an employee is absent from work for any reason other than sickness or injury, shall be considered as a part of the consecutive period of time.
 - (v) Any period during which an employee is absent from work due to sickness or injury shall be considered as a part of the consecutive period of time, where such employee had been absent from work for the entire twelve (12) months immediately preceding the time that he or she would have been displaced from the job as specified in 24.03 (ii).

TRAINING

- 24.07** If an eligible employee requires training or retraining, the Company will offer such training or retraining under the provisions of the "Employee Training Programme" on a job in his or her department which would potentially provide as closely as possible the job classification level which he or she held before his or her displacement.

If the eligible employee requires training and requests same on a job other than the job designated by the Company, and such requested job would potentially provide as closely as possible the job classification level of the job designated by the Company, he or she may apply for such training under the provisions of the "Employee Training Programme".

In the event that the Company determines that the eligible employee requires training and a training opportunity as specified above does not exist within his or her department, the Company will, subject to operating requirements and the availability of training opportunities, retrain him or her for a job in another

department which would potentially provide the job classification level which he or she held prior to his or her displacement. If the employee accepts such training in another department, he or she will be entitled to exercise his or her service record for the purpose of applying for a permanent vacancy on such job. Any such training shall be carried out in accordance with the provisions of the "Employee Training Programme".

An employee displaced from a job in accordance with 24.03 (ii) above will be given preferential consideration for a vacancy in a Trade or Craft Apprenticeship or Assigned Maintenance Training Program, provided that the employee has the prerequisite qualifications as established by the Company.

For the purposes of this Clause 24.07, the provisions of the "Employee Training Programme" relating to rates of pay for such training shall not apply during the period that an employee is entitled to a benefit under Clause 24.06 hereto.

NOTIFICATION

- 24.08** (a) The Company shall advise the Union, in writing as soon as practicable in advance of any anticipated technological, operational or organizational change which may cause a displacement of employees from their jobs. Information pertaining to the anticipated effects on employees will be provided to the extent known at such time.
- (b) To this end, there will be a committee established when required so as to ensure an equitable administration of the Technological Change Program under such circumstances. The Tech Change committee shall be comprised of four (4) employees, one (1) of whom will be the Union President or his or her delegate, the other three (3) employees as selected by the Union. The Company Representatives will consist of the Department Superintendent and the Human Resources Manager or their delegate and two (2) other Company representatives.
- (c) Meetings of the committee will be convened at a mutually convenient date and time as required when the Company has advised the Union of any anticipated change pursuant to part (a) above. Time spent at such meetings by employees on the Tech Change committee will be paid at their average hourly rate during the preceding pay period.
- (d) The purpose of such meetings will be to review any technological change and matters which may arise out of such Technological Change as it applies to employees. In advance of such meeting, the parties will

establish an agenda of matters to be discussed.

- (e) The Company will provide, as soon as practicable, the estimated time frame for the implementation of any Technological Change and will advise as to the number of employees potentially affected. Such estimates will be refined by the Company from time to time in subsequent matters.
- (f) It is acknowledged that such committee will have the authority to amend by mutual agreement of the committee, where appropriate, the eligibility provisions of 24.03 and specifically 24.03(ii). In this regard, the committee will consider the eligibility of employees who have been regularly performing jobs which are eliminated due to a Technological Change but who are not permanent incumbents of such jobs. For this purpose, an employee who had worked on such job(s) for at least 1040 hours during the year immediately preceding such elimination, will be considered for an appropriate maintenance of earnings benefit.

ARTICLE 25

12 HOUR SHIFT SCHEDULE

- 25.01** This article sets out the conditions under which the parties agree to a schedule of working hours providing for twelve (12) hour shifts, designated as the "T" Schedule, as shown in Appendix "I", which is applicable to those employees assigned to shift coverage and who are scheduled for 20 or 21 turns per week in accordance with such schedule. In addition, the parties have agreed to a 12 hour day shift Schedule, as shown in Appendix "I", which will be administered according to this article.
- 25.02** The implementation or termination of this schedule shall not result in the payment of overtime hours or any other premiums which would otherwise be applicable.
- 25.03** The Company and the Union agree that the following shall constitute amendments to other clauses of the Basic Agreement in order to give effect to a "T" Schedule as provided herein where and when it applies to an employee.

It is understood and agreed that insofar as any provisions of this agreement are specifically in conflict with any other clauses of the Basic Agreement, the provisions of this Article shall prevail.

The term "day" or "working day" as used through the Basic Agreement shall

mean either a regularly scheduled work day of eight (8) hours or twelve (12) hours, whichever the case may be.

Specifically:

6.02 Is amended to read:

(a) The normal hours of work for all employees shall be twelve (12) hours per day. A day is defined as the twenty-four (24) hour period beginning with the time the employee is scheduled to commence work.

6.03 Is amended by adding the following:

Clause 6.03 (a) shall not apply where an employee is notified after 3:00 p.m., Thursday that his or her shift hours are changed from an eight (8) hour shift to a twelve (12) hour shift or from a twelve (12) hour shift to an eight (8) hour shift on a day when a designated down turn is either cancelled or scheduled as the case may be. The provision for payment of overtime rates, where applicable, shall apply only to the first twelve (12) hours worked on the employee's first rescheduled working day.

6.04 Is amended to read:

As the operation permits, there will be two (2) break periods, each of thirty (30) minutes, paid for by the Company for rest or the eating of lunch on each shift. The first lunch period will be scheduled within the middle four hours of the first eight (8) hours of the shift and the second lunch period will be scheduled as soon as possible after the completion of the first eight (8) hours of the shift. Except as provided in 6.05, no other break periods will be provided.

6.06 Is amended to read:

An employee on twelve (12) hour shifts, or the first shift of two shift operations will not cease work until relieved on his or her job, or otherwise instructed by the Supervisor. Employees may be relieved early up to a limit of forty-five (45) minutes on the job. Extended relief shall be available for special circumstances upon Supervisor approval provided employees work no more than sixteen (16) continuous hours.

6.09 Is amended to read:

Regular hours scheduled and worked in accordance with the schedules

included herein will be paid for at straight time rates. Overtime rates shall be paid for any of the following circumstances:

- (a) Time worked in excess of twelve (12) hours in a work day;
- (b) Time worked before his or her regular starting time when an employee is called in or is notified that he or she is required to work before the regular starting time of any shift;
- (c) Time worked after his or her regular quitting time when an employee is held after the regular quitting time of any shift;
- (d) Time worked if an employee is notified that he or she is required to work on his or her scheduled day off, provided however that this provision shall not apply in the case where an employee's schedule is changed to another shift or to a new working schedule which provides alternative day(s) off and such change in schedule is in accordance with the provisions of Clause 6.03. A day(s) lost from work as a result of the application of Article 11 shall not be considered as a scheduled day(s) off for the purpose of this clause. The Company will designate the day(s) lost from work as the result of the application of Article 11.
- (e) The first eight (8) hours worked on the designated shift on the 168 hours per week "T" schedule.
- (f) Straight time hours worked, as a result of schedule changes, exceeding 160 hours in each period consisting of two consecutive bi-weekly pay periods, as designated by the Company. The pay periods ending on September 21, 1986 and October 5, 1986 are designated as the first such period. Subsequent four week periods end on September 19, 2010 and October 17, 2010, and so on. While hours absent from work as defined in Clause 6.12 (a), (b), (c) and (d), shall not be considered as hours worked for the purpose of entitlement under this subsection (f), once an employee qualifies under this section (f), absent hours as defined shall be deemed as time worked, and the overtime premium for those hours will be paid."

6.10 Is amended to read:

(1) Subject to the provisions of 6.09, overtime at the rates of one and one-half times the employee's standard hourly rate, plus any out-of-line differential which may apply will be paid as follows:

(a) For the first 1 hour worked in excess of 8 or 12 in a work day

(2) Subject to the provisions of 6.09 overtime at the rate of double the employee's standard hourly rate, plus any out-of-line differential which may apply will be paid as follows:

(a) For hours worked in excess of 9 or 13 in a work day.

7.01 Is amended to read:

(a) In cases where an employee is not notified two (2) hours prior to his or her starting time that the work for which he or she is usually employed is not available and the employee reports for his or her regular shift, he or she will receive six (6) hours' pay at his or her regular rate, if he or she is not offered other work for such six (6) hour period at his or her regular rate or the rate for such other work, whichever is higher.

(b) If an employee commences work on his or her regular shift, he or she shall be guaranteed six (6) hours' work at his or her regular rate of pay.

7.02 Is amended to read:

An employee shall not be entitled to six (6) hours' pay as provided in Article 7.01 if:

(a) The Company has notified the employee not to report for work by calling the telephone number recorded by him or her in the Industrial Relations Department.

(b) A major breakdown occurs as a result of fire, flood or frost or because of failure of a utility company to deliver gas or electric power, due to a breakdown outside of the Company's premises.

9.06 Is amended by adding the following:

When a statutory holiday falls on a day on which an employee is scheduled to work a twelve (12) hour shift, the special allowance shall be calculated on the basis of twelve (12) hours.

21.02 Is amended to read:

An employee shall be permitted time off from work up to a maximum of five (5) days for the purpose of arranging and attending the funeral of a member of the employee's immediate family, which may include the day immediately after the funeral from the maximum of five (5) days. Should the employee not attend the funeral, the employee will be permitted one (1) day. Where any of such days fall on a scheduled working day for the employee, the employee shall be paid a bereavement allowance for each day equivalent to twelve (12) times the average hourly rate earned by the employee in the preceding pay period. Where any of such working days is scheduled as vacation, the employee shall be paid a bereavement allowance of up to five (5) days for arranging and attending the funeral of a member of the employee's immediate family, which may include the day immediately after the funeral from the maximum of five (5) days. Should the employee not attend the funeral, the employee will be permitted one (1) day. Immediate family shall mean spouse, son, step-son, daughter, step-daughter, mother, step-mother, father, step-father, sister, brother, grandmother, grandfather, grandson, granddaughter, mother in law, father in law, sister in law or brother in law or, a common law spouse and mother, father, sister, or brother of such common law spouse, provided the common law spouse is identified as a dependent in the Group Insurance Program.

21.03 For the purpose of this Clause, the terms "sister in law" and "brother in law" shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's brother or sister.

Is amended to read:

An employee shall be permitted time off from work up to a maximum of one (1) day for the purposes of attending the funeral of their: aunt, uncle, or step-sibling. An employee shall be permitted time off from work up to a maximum of one (1) day for the purposes of attending their spouse's or common law's: aunt, uncle, grandmother or grandfather. The employee shall be paid a bereavement allowance for said day which will be the equivalent of up to twelve (12) times the average hourly rate earned by him or her in the preceding pay period.

22.01 (a) Shift premiums for eight (8) hour shifts shall be paid as follows:

1. For hours worked by an employee on his or her regularly

scheduled first shift – one dollar (1.00) per hour.

2. For hours worked by an employee on his or her regularly scheduled third shift – seventy-five cents (0.75) per hour.
- (b) For the purpose of Paragraph (a) of this Clause, a first shift is defined as a shift starting during the period 10 p.m. to 5:59 a.m. inclusive and a third shift is defined as a shift starting during the period 2 p.m. to 9:59 p.m. inclusive.
- (c) Turn premiums for twelve (12) hour shifts will be paid as follows:
1. For hours worked by an employee on his or her regularly scheduled day turn (3:00 p.m. to 7:00 p.m. or 4:00 p.m. to 8:00 p.m.) - seventy-five cents (0.75).
 2. For hours worked by an employee on his or her regularly scheduled night turn (7:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight) - seventy-five cents (0.75).
 3. For hours worked by an employee on his or her regularly scheduled night turn (11:00 p.m. to 7:00 a.m. or 12:00 midnight to 8:00 a.m.) - one dollar (1.00).

22.04 Is amended by adding the following:

This Clause shall not apply to an employee scheduled in accordance with the schedule attached hereto for a given week and works such hours according to such schedule.

25.04 OVERTIME CALL-IN SYSTEM

As the implementation of such schedule may present problems in filling vacancies caused by absences and other operating requirements, it is therefore necessary to establish a procedure so that some of the employees who are otherwise scheduled off will be available, if required, to work overtime on any given day. It is not the intent of this provision to require an employee to work more than 16 hours in a day.

Any employee interested in working overtime during his or her days off may enter his or her name on a list designed for that purpose prior to 10:00 A.M. on the Thursday preceding the week for which overtime may be required.

The On-Call Employee(s) per occupation or group of occupations per shift will be selected from a list organized in the following order; designated volunteers (volunteer who would have been designated), designates, and volunteers (not designated). A list indicating the names of the On-Call Employee(s) per occupation or group of occupations per shift organized in the order of selection will normally be attached to the weekly schedule posted on Thursday.

This call-in system is intended to primarily cover short notice vacancies (or scratch) which are defined as vacancies for which the Company has 48 hours or less notice from the start of the shift. On-Call Employees will be called in the order they are listed on the on-call list within occupation or group of occupations per shift.

Vacancies with more than 48 hours' notice may be filled by pre-arranged overtime. For this purpose, the Company shall institute a list for employees interested in pre-arranged overtime opportunities. Such overtime shall be assigned to qualified employees in the order their name appears on such list. On-Call Employees are not eligible for pre-arranged overtime for the same or adjacent shift as their on-call shift responsibility.

On-Call Employees will be responsible to be available for telephone contact from one hour before to one hour after the start of the shift for which they are responsible.

The Company will post a list daily, of the employees who were called in to fill short notice vacancies.

Groups of occupations as referenced within this clause shall be established based upon input from the Union.

It is agreed that the assigning of overtime under the overtime call-in system may exceed eight (8) hours per week and that the restrictions of Clause 6.14 of the Basic Agreement shall be waived for this purpose.

- 25.05** It is understood and agreed that the implementation of this schedule will not in itself result in any amendment or modification to the C.W.S. program or cause the Union or any employee to claim that an existing job description and classification has changed.

In the future, new jobs will continue to be described and classified on the basis of a regular eight (8) hour shift of work and no consideration will be given to the extended hours of work beyond eight (8) hours.

ARTICLE 26

DURATION OF AGREEMENT

- 26.01** This Agreement shall be effective from August 1, 2021, until July 31, 2025, and thereafter from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party during the one hundred and twenty (120) day period immediately preceding the expiration of any yearly period in any year after 2025.
- 26.02** Within thirty (30) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.
- 26.03** No provision of this Agreement shall be applied retroactively from the date of signing except as specifically provided.

SIGNED this 27th day of July 2021.

FOR THE COMPANY:

AltaSteel Inc.

Amanda Reib

Barinder Kambo

Richard Yates

Masayuki Hata

FOR THE UNION:

Local 5220

United Steelworkers

Paul Perreault

Allan Engman

Robert Engman

Jeff Kallichuk

John Hineman

APPENDIX B
STANDARD HOURLY WAGE SCALE

<u>Job Class</u>	<u>August 1, 2021</u>
1	28.042
2	28.642
3	29.242
4	29.842
5	30.442
6	31.042
7	31.642
8	32.242
9	32.842
10	33.442
11	34.042
12	34.642
13	35.242
14	35.842
15	36.442
16	37.042
17	37.642
18	38.242
19	38.842
20	39.442
21	40.042
22	40.642
23	41.242
24	41.842
25	42.442
26	43.042
27	43.642
28	44.242
29	44.842
30	45.442

STANDARD HOURLY WAGE SCALE

Job Class	August 1, 2022
1	28.542
2	29.142
3	29.742
4	30.342
5	30.942
6	31.542
7	32.142
8	32.742
9	33.342
10	33.942
11	34.542
12	35.142
13	35.742
14	36.342
15	36.942
16	37.542
17	38.142
18	38.742
19	39.342
20	39.942
21	40.542
22	41.142
23	41.742
24	42.342
25	42.942
26	43.542
27	44.142
28	44.742
29	45.342
30	45.942

STANDARD HOURLY WAGE SCALE

Job Class	August 1, 2023
1	29.042
2	29.642
3	30.242
4	30.842
5	31.442
6	32.042
7	32.642
8	33.242
9	33.842
10	34.442
11	35.042
12	35.642
13	36.242
14	36.842
15	37.442
16	38.042
17	38.642
18	39.242
19	39.842
20	40.442
21	41.042
22	41.642
23	42.242
24	42.842
25	43.442
26	44.042
27	44.642
28	45.242
29	45.842
30	46.442

STANDARD HOURLY WAGE SCALE

Job Class	August 1, 2024
1	29.542
2	30.142
3	30.742
4	31.342
5	31.942
6	32.542
7	33.142
8	33.742
9	34.342
10	34.942
11	35.542
12	36.142
13	36.742
14	37.342
15	37.942
16	38.542
17	39.142
18	39.742
19	40.342
20	40.942
21	41.542
22	42.142
23	42.742
24	43.342
25	43.942
26	44.542
27	45.142
28	45.742
29	46.342
30	46.942

APPENDIX E

JOB CLASSIFICATION

Job Class	Plant Code	Plant Title
1	516	Janitor
3	108	Labourer
4	258	Material Handling Helper
5	106 252 328 420 428	Scrap Burner Refractory Helper Utility Person - Bar Mill Straightener Helper Utility Person - Bar Finishing
7	102 112 243 255 411	Diesel Chaser Group Leader Scrap Burner Scrap Crane Operator Additive Handler Cut Back Burner
8	253 274 621 629	Fork Lift Operator (Steelmaking) Billet Handler Fork Lift Operator (Billet Yard) Billet Handling Crane Operator
9	414 419 430 801	Processor/Operator Crane Operator Shipping Rounds Straightener Operator Warehouse Personnel
10	124 251 325 418 421 510 514 703	Facilities Maintenance Technician Refractory Builder Crane Operator Bar Mill Loading Checker Crane Operator Bar Finishing Oiler & Greaser Mobile Equipment Operator Guide Assembler
11	273 275	Straightener Torch Operator Tundish Builder
12	257 333	Group Leader Refractory Floor Person

14	104 111	Yard Equipment Operator Yard Switcher Operator
15	241 272 278 335 620 704	2 nd Helper Electric Furnace Ladle Person Hot Metal Crane Operator Set Up – Bar Mill Billet Checker Senior Guide Assembler
16	107 425 702	Group Leader – Diesel Operator Bar Finishing Operator CNC Lathe Operator
17	450	Heat Treat Operator
18	271 319	Strand Operator Finisher
19	317 242	Mill Pulpit Operator Ladle Furnace Operator
20	270 277	Lead Caster Mold Repair Person
21	301 538	Assistant Roller Welder/Forger
23	240	1 st Helper Electric Furnace
24	544	Welder
25	546	Machinist
26	542 535	Millwright Group Leader – Welder
27	539	Group Leader – Machinist
28	525 533 537 545	Condition Monitoring Tech Electrician Heavy Duty Mechanic Group Leader – Millwright
30	534	Group Leader – Electrical

APPENDIX F
CLASSIFICATIONS WITH LEARNER PERIODS

		Code Factor	Job Class	# of Learning Periods Required	1st Learner Period (520 hours)	2nd Learner Period (520 hours)	3rd Learner Period (520 hours)	Remarks
A. PRIMARY OPERATIONS								
A.Electric Furnace	240 1st Helper	F	22	3	16	18	20	(Special Condition - previous job experience)
	241 2nd Helper	D	12	2	8	10		
B. Refractory	251 Refractory Builder	D*	10	1	8			
C.Continuous Casting	271 Strand Operator	D	17	2	13	15		(Special Condition - previous job experience)
	272 Ladle Person	E*	15	2	11	13		
	273 Straightener Torch Op	C	11	1	9			
	277 Mold Repair Person	D	13	2	9	11		Special Cond. - Hrs. spent on #270 or 271 are credited - #273 serves one learner period. Special Cond.-Prev. Job Exp.
	278 Hot Metal Crane Op	D*	15	1	13			
D.Scrap Preparation	125 Scrap Shredder Op	C	11	1	9			Special cond.-hrs. spent on #104 are credited.
E. Diesels	101 Diesel Operator	D	12	2	8	10		
	107 Group Leader Diesel Op	D	14	2	10	12		(Special cond.-hrs. spent on #101 are credited)
	111 Yard Switcher Op	D	12	2	8	10		

F. Yard	124 Facilities Maintenance Person	D	9	2	5	7		
G. Maintenance	508 Millwright	F	16	3	10	12	14	Discretionary
2. BAR MILL								
A. Billet Yard	620 Billet Checker	D	14	2	10	12		
B. Bar Mill	301 Assistant Roller	G*	21	1	19			
	302 Heater	G*	19	2	15	17		Special condition - previous job experience
	325 Crane Operator	C	10	1	8			
	326 Guide Setter Helper	D	9	2	5	7		Discretionary
	333 Floor Person	C	10	1	8			
C. Roll Shop	701 Roll Turner	H	17	3	11	13	15	
	703 Guide Assembler	D	10	2	5	7		
	704 Senior Guide Assembler	F*	15	1	12			Special condition - previous job experience
	321 Guide Grinder	D	9	2	4	6		

D. Shipping & Finishing - Nil.

* Number of learner periods has been reduced due to Lines of Progression.

SPECIAL CONDITIONS - PREVIOUS JOB EXPERIENCE

TO		FROM		Number of Learner Periods Previous Job Experience			
No	Occupation	No	Occupation	Less than 2 Years	2 to 3 Years	3 to 4 Years	4 or more years
240	1st Helper	241	2nd Helper	3	2	1	0
241	2nd Helper	247	Utility Person - Elec. Fce.	2	1	0	0
251	Refractory Bldr	252	Refractory Helper	1	1	1	0
271	Strand Operator	273	Straightener - Torch	2	1	0	0
278	Hot Metal Crane Op	244	Crane Operator - Electric Furnace	1	0	0	0
704	Senior Guide Assembler	703	Guide Assembler	1	0	0	0

APPENDIX H **RULES FOR LINE OF PROGRESSION**

A. AMENDMENTS

The lines of progression which are set forth in this appendix may be amended by agreement between the Company and the Union when such amendments are required as a result of changes to the operation. When a job under the dotted line within a line of progression is eliminated, the dotted line in the same line of progression will be moved up one job.

B. JOB SENIORITY

1. Each job in a line of progression shall have a job seniority list.
2. Job seniority for each job in a line of progression will reflect the order in which an employee was appointed to that job. i.e. an employee who was first appointed to that job would be first on the job seniority list for that job and an employee who was last appointed to that job will be last on the job seniority list for that job. However, where an employee is not appointed to a job in a line of progression because of by passing that job in his or her progression up the line, his or her name will be added to the bottom of the job seniority list of the job which he or she by passes at the point in time when he or she by passes the job.
3. An employee shall be on the job seniority list of jobs in one line of progression only.
4. Job seniority will commence on the date the job is awarded and that the job rate will be paid.

C. PERMANENT VACANCIES

1. Subject to Clause 11.11, a permanent vacancy on the base job of a line of progression will be posted in accordance with Clause 11.08 of this Agreement.

In applying the provisions of Clause 11.05 to the base jobs of a line of progression only, with the exception of the Mold Repair Person, Hot Metal Crane Operator, Crane Operator Bar Mill and Bar Finishing Operator jobs, the provisions of 11.05(1)(b) shall not be applied.

2. Other permanent vacancies in the line of progression will be filled by

appointment in accordance with Clause 11.05 with the seniority considered being:

- (a) Where there is an employee who as a result of a reduction in the working forces holds seniority on the vacant job but has been appointed a job lower in the line of progression, the job seniority on the vacant job.
 - (b) Where there is no employee who holds seniority on the vacant job, the job seniority on the job immediately below the job where the vacancy is occurring. If all employees on the job immediately below are incapable of performing the job, then an employee on the next job below in the line of progression will be considered.
3. An employee must agree, on acquiring a job in a line of progression, to accept all other jobs in that line of progression. If the employee is incapable of performing the job immediately above him or her in the line of progression, he or she will remain on the job he or she is currently occupying.

D. REDUCTION OF THE WORKING FORCES

1. For the purposes of this Section D, there shall be two departments: Steelmaking and Bar Mill.
2. In the event of a reduction in the working forces within a line of progression, jobs shall be filled in accordance with Clause 11.05 with the seniority considered being the job seniority for each job in the line of progression.
3. a) An employee displaced from a job within his or her line of progression under (2) above, will be assigned by the Company, subject to Clause 11.05, to the highest paying job, under the dotted line, in that line of progression, held by an employee junior in plant service. Such junior employee shall exercise his or her entitlement under these provisions until work within his or her line of progression is not available to him or her.

b) An employee thus displaced from his or her line of progression will be assigned by the Company, subject to 11.05, to the highest paying job, which is under the dotted line or a job not in a line of progression, within his or her department, held by an employee junior in plant service. Such junior employee shall exercise his or her entitlement under these provisions until work within his or her department is not available to him or

her.

c) An employee thus displaced from his or her department will be assigned by the Company, subject to Clause 11.05, to the highest paying job, which is under the dotted line or a job not in a line of progression, in another department, held by an employee junior in plant service. Such junior employee shall exercise his or her entitlement under these provisions until work within the plant is unavailable to him or her, whereupon he or she will be laid off.

In applying the provision of 11.05(b) with respect to the assignment of an employee to a job under the dotted line only in accordance with 3 a), b) and c) above, the Company will provide the senior employee eligible for such vacancy with up to 80 hours familiarization and training provided that such employee could reasonably be expected to absorb such training. Should the employee be deemed to become qualified for the job with the 80 hours familiarization and training, the assignment of the employee will only be based upon 11.05 (a) and (c). Only an employee who has been displaced from his or her job due to a reduction in working forces is eligible for such consideration.

4. An employee displaced from the job of assistant roller or a group leader job shall revert to his or her former line of progression and acquire a job based on his or her former job seniority in that line of progression.
5. An employee displaced from a job shall be subject to recall to his or her job in accordance with Clause 11.11 of this Agreement.

If the displaced employee is appointed to a permanent vacancy his or her name shall be removed from the job seniority list in the line of progression from which he or she was displaced.

If after one year the employee has not been recalled or appointed to a permanent vacancy, he or she shall be appointed to the job which he or she is occupying at that time.

E. BAR FINISHING OPERATORS

It will be the responsibility of the three Bar Finishing Operators on each shift to determine the most efficient method of how work will be performed, including the rotation of individuals within the Bar Finishing Line's work stations. The Shear station will be provided with spell time on the basis of one and one half hours on and one half hour off. Bar Finishing Operators will be expected and accountable

to maintain the shear and auto bundling facility operating at the same rate as the Bar Mill operation. During facility breakdowns in the Bar Finishing Operation the Operators are expected to assist. It will be the responsibility of Bar Mill supervision to work in concert with the Bar Finishing Operator's method of work.

LINES OF PROGRESSION

Job No.		Job Class
Billet Yard Line of Progression		
620	Billet Checker	JC 15
629	Billet Handling Crane	JC 8 or
621	Forklift Operator (Billet Yard)	JC 8 (Base Job)
Bar Mill Line of Progression		
317	Mill Pulpit Operator	JC 19
319	Finisher	JC 18
333	Floor Person	JC 12
328	Utility Person – Bar Mill	JC 5 (Base Job)
Crane Operator Line of Progression (Bar Mill)		
325	Crane Operator – Bar Mill	JC 10 (Base Job)
Guide Assembler Line of Progression		
704	Senior Guide Assembler	JC 15
703	Guide Assembler	JC 10 (Base Job)
Bar Finishing Line of Progression		
425	Bar Finishing Operator	JC 16 (Base Job)
Bar Shipping Line of Progression		
418	Loading Checker	JC 10
419	Crane Operator – Shipping	JC 9
414	Process Operator	JC 9 (Base Job)
Straightener Line of Progression		

430	Straightener Operator	JC 9
420	Straightener Helper	JC 5 (Base Job)

Refractory Line of Progression

257	Group Leader – Refractory	JC 12
251	Refractory Builder	JC 10
.....		
252	Refractory Helper	JC 5 (Base Job)

Materials Handling Line of Progression

253	Fork Lift Operator – Steelmaking	JC 8
255	Additive Handler	JC 7
258	Material Handling Helper	JC 4 (Base Job)

Stores Line of Progression

801	Warehouse Personnel	JC 9 (Base Job)
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Furnaces Line of Progression

240	First Helper	JC 23
242	Ladle Furnace Operator	JC 19
241	Second Helpers	JC 15
.....		
243	Scrap Crane Operator	JC 7 (Base Job)

Concast Line of Progression

270	Lead Caster	JC 20
271	Strand Operator	JC 18
272	Ladle Person	JC 15
273	Straightener Torch Operator	JC 11
.....		
275	Tundish Builder	JC 11
274	Billet Handler	JC 8 (Base Job)

Crane Line of Progression (Steelmaking)

278	Hot Metal Crane Operator	JC 15 (Base Job)
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Repair Person Line of Progression

277	Mold Repair Person	JC 20 (Base Job)
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Diesel Crane Line of Progression

104	Yard Equipment Operator	JC 14 or
111	Yard Switcher Operator	JC 14
.....		
102	Diesel Chaser	JC 7 (Base Job)

APPENDIX I TWELVE HOUR SHIFT "T" SCHEDULE

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Night Shift*	C	B	B	D	D	A	A	A	C	C	B	B	D	D	D	A	A	C	C	B	B	B	D	D	A	A	C	C	
Day Shift*	D	A	A	C	C	B	B	B	D	D	A	A	C	C	C	B	B	D	D	A	A	A	C	C	B	B	D	D	
Days Off	A	C	C	A	A	C	C	C	A	A	C	C	A	A	A	C	C	A	A	C	C	C	C	A	A	C	C	A	A
Off	B	D	D	B	B	D	D	D	B	B	D	D	B	B	B	D	D	B	B	D	D	D	D	B	B	D	D	B	B

* Actual start time to be established by department

○ Overtime rates for the first eight hours of shift (168 hour schedule)

■ No operations scheduled for the first eight hours of shift (160 hour schedule)

SCHEDULE 3 – “12 Hour Day Shifts”

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Crew A	D	-	-	D	D*	-	-	-	D	D	-	-	D	D	D	-	-	D	D*	-	-	-	D	D	-	-	D	D
Crew B	-	D	D	-	-	D	D	D	-	-	D	D*	-	-	-	D	D	-	-	D	D	D	-	-	D	D*	-	-

* 8 Hour Shift

SCHEDULE 4 – “8 Hours”

	M	T	W	T	F	S	S
Crew A	N	N	N	N	N	-	-
Crew B	A	A	A	A	A	-	-
Crew C	D	D	D	D	D	-	-

APPENDIX J

COST-OF-LIVING ALLOWANCE

1. Effective with the first pay period following release of the Consumer Price Index (1971 = 100 Base) for July, 2021, when compared to the Consumer Price Index (1971 = 100 Base) for April, 2021, for each .3 increase, a cost of living allowance of (1) cent per hour will be calculated.
2. Effective with the first pay period following release of the Consumer Price Index (1971 = 100 Base) for each of the following months, when compared to the Consumer Price Index (1971 = 100 Base) for the respective months as shown below, for each .3 increase, a cost-of-living allowance of one (1) cent per hour will be calculated:
 - (i) July, 2021 compared to April, 2021
 - (ii) October, 2021 compared to July, 2021
 - (iii) January, 2022 compared to October, 2021
 - (iv) April, 2022 compared to January, 2022
 - (v) July, 2022 compared to April, 2022
 - (vi) October, 2022 compared to July, 2022
 - (vii) January, 2023 compared to October, 2022
 - (viii) April, 2023 compared to January, 2023
 - (ix) July, 2023 compared to April, 2023
 - (x) October, 2023 compared to July, 2023
 - (xi) January, 2024 compared to October, 2023
 - (xii) April, 2024 compared to January, 2024
 - (xiii) July, 2024 compared to April, 2024
 - (xiv) October, 2024 compared to July, 2024
 - (xv) January, 2025 compared to October, 2024
 - (xvi) April, 2025 compared to January, 2025
 - (xvii) July, 2025 compared to April, 2025
3. Cost-of-living allowance payments made to an employee shall not be included for purposes of calculating an employee's vacation and statutory holiday pay entitlement. Hours not worked even though compensated in accordance with a specific provision of this Agreement and deemed to be hours worked for other

purposes shall not be considered to be hours worked for the purpose of this provision. Cost-of-living allowance calculations will be made quarterly, in the middle of the month immediately following completion of each quarterly period specified in paragraph 2.

4. Soft float shall be defined as cost-of-living allowance payments not rolled into the Base Rate and paid for all hours worked. It shall not include hours paid but not worked and it is not included in overtime premium pay calculations. Roll-in shall be defined as cost-of-living allowance payments added to base rates.
5. Any cost-of-living allowance soft float accumulated under this Basic Agreement shall be rolled in to the Base Rate upon ratification of the next Basic Agreement on or before July 31, 2025
6. The continuance of the cost-of-living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the Index for August 1, 1990 (1971 = 100 Base). No adjustment retroactive or otherwise shall be made in the Index by Statistics Canada during the term of this Agreement.
7. Any decreases in the calculated cost-of-living allowance from comparisons of the Consumer Price Indices in any of the quarterly periods specified in paragraph 2 shall reduce the accumulated cost-of-living allowance, payable under paragraph 3, 4 and 5 above, effective at the times specified in paragraph 2.
8. The Company will provide the Union with written notification of all adjustments and changes to COLA including relevant CPI information and the calculation. This information will be provided in relevance to point 2 of this item.
9. COLA will be truncated to the third decimal on the dollar effective August 1, 2007.

July 27th, 2021

Mr. Paul Perreault
President, Local 5220
United Steelworkers
Suite 202, 4264 91A St NW
Edmonton, AB T6E 5V2

Dear Mr. Perreault:

ITEM 1
RE: VACATION SCHEDULING

Prior to March 1st of each year the Company will meet with the Union to advise them of the anticipated vacation schedule for the current vacation year.

ITEM 2
RE: SPECIAL LEAVES OF ABSENCE FOR ELECTED AND APPOINTED OFFICIALS

- A. An employee who becomes a candidate or the senior campaign manager of a candidate for election to the office of provincial or federal member of parliament, or to the political office of Mayor, or Alder Person, will be granted a leave of absence for such purpose. In the event that an employee is appointed to or elected to any of the offices as set out above, the leave of absence for such employee will be extended for the period of time he or she serves in such office.
- B. In the event that an employee is elected as an official of the United Steelworkers or appointed by the District Director of the United Steelworkers as a staff representative of the Union, the employee, upon written request by the International Office of the Union, will be granted a special leave of absence for the term of his or her elected office or appointment.
- C. Company service for any such employee as specified in A or B above shall be retained for the period prior to his or her leave of absence and, for the purposes

of Article 11 - Seniority only, shall accumulate during such leave.

- D. The Company will extend group insurance benefits (except weekly indemnity and L.T.D.) provided that any such employee pays the full premiums for such coverage.
- E. Credited Service for purposes of the Pension Plan shall not include any calendar month during the whole of which any such employee is on such Leave of Absence as provided in A or B above. Pension benefits for an employee granted a leave of absence under B above, who is elected as an official or appointed by the Union as a representative and who subsequently returns to full time permanent employment with the Company, will be calculated based on his or her accumulated Credited Service and the pension formula in effect at the date of his or her retirement on pension.
- F. For the purposes of B above, it is agreed that not more than two (2) employees will be granted such special leave of absence at any one time.

ITEM 3

RE: CONTRACTING OUT

The Company and the Union are committed to the productive utilization of bargaining unit employees. The Parties have agreed to establish a Contracting Out Committee of four (4) employees 2 from the Bargaining Unit and 2 from the Company. This committee will meet once a month or more frequently as required.

Basic Concept

In reviewing contract work, the guiding principle shall be that work the bargaining unit employees can productively do or can be trained to productively do in a reasonable period of time, shall be performed by the employees.

In order to give effect to this Basic Concept, the Parties have agreed to review and scrutinize information with respect to the current and any future need for contract work. A summary report will be provided weekly to the Union Committee Members. In assessing this information, the committee will be obliged to consider the following:

- (a) Location of the contract work as well as whether such work will be

contracted out inside or outside the plant

- (b) Type of contract work
 - a. service
 - b. maintenance
 - c. major rebuild
 - d. new construction
- (c) Trades or occupations to be involved
- (d) Estimated duration of work
- (e) Anticipated utilization of Bargaining Unit forces either in conjunction with or peripheral to the contract work to be performed
- (f) Description of work
- (g) Effect on operation if work not completed in timely fashion
- (h) Economic and financial rationale
- (i) If employees of the bargaining unit are qualified to carry out the work in an efficient manner, and within the required deadlines and at a comparable cost, the Company will have the work performed by them.

In order to underscore their commitment, the Parties agree as follows:

1.
 - (a) The Company will not contract out work that will result in the discharge or layoff or prevent the recall of a laid off AltaSteel employee.
 - (b) In the event that an employee is laid off work in accordance with the provisions of the Basic Agreement, the Company will not contract out, subsequent to his or her layoff, and during his or her period of entitlement to recall, the work that such former employee previously performed, is qualified to perform or can be trained in a reasonable period of time to perform.
 - (c) To ensure that maintenance program can be sustained by AltaSteel Bargaining Unit personnel and reduce the company's use of contractors.
2. None of the provisions of this item commit the Company to any capital expenditure other than as it deems necessary (e.g. building, machinery, mobile

equipment).

3. In instances where the consistent practice has been to have the work performed by contractors, the Committee may review the situations and recommend change.

ITEM 4

RE: VACATION PAY

The parties have agreed to the following with respect to the calculation of vacation pay under the provisions of the Basic Agreement.

The term "calendar Quarter Year" which is used in Clause 10.03(a) shall mean the periods of time outlined below:

Calendar Year	Calendar Quarter Year	Period of Time
2021	First Quarter	From December 28, 2020 To March 21, 2021
	Second Quarter	From March 22, 2021 To June 27, 2021
	Third Quarter	From June 28, 2021 To September 19, 2021
	Fourth Quarter	From September 20, 2021 To December 26, 2021
2022	First Quarter	From December 27, 2021 To March 20, 2022
	Second Quarter	From March 21, 2022 To June 26, 2022
	Third Quarter	From June 27, 2022 To September 18, 2022

	Fourth Quarter	From September 19, 2022 To December 25, 2022
2023	First Quarter	From December 26, 2022 To March 19, 2023
	Second Quarter	From March 20, 2023 To June 25, 2023
	Third Quarter	From June 26, 2023 To September 17, 2023
	Fourth Quarter	From September 18, 2023 To December 24, 2023
2024	First Quarter	From December 25, 2023 To March 31, 2024
	Second Quarter	From April 1, 2024 To June 23, 2024
	Third Quarter	From June 24, 2024 To September 29, 2024
	Fourth Quarter	From September 30, 2024 To December 22, 2024
2025	First Quarter	From December 23, 2024 To March 30, 2025
	Second Quarter	From March 31, 2025 To June 22, 2025
	Third Quarter	From June 23, 2025 To September 28, 2025
	Fourth Quarter	From September 29, 2025 To December 21, 2025

The term "Vacation Year" which is used in Clause 10.02 shall mean the periods of time outlined below:

- 2021 From June 1, 2020
To May 30, 2021
- 2022 From May 31, 2021
To May 29, 2022
- 2023 From May 30, 2022
To May 28, 2023
- 2024 From May 29, 2023
To May 26, 2024
- 2025 From May 27, 2024
To May 25, 2025

Nothing in this letter shall affect any employee's vacation entitlement which is determined under Clause 10.01 of the Basic Agreement.

ITEM 5
RE: TOOL ALLOWANCE

The Company will determine and supply those tools required by an apprentice enrolled in a trade or craft apprenticeship course and an employee receiving training under an Assigned Maintenance Training Program.

The Company will also pay one hundred per cent of the cost of a required tool which is broken or fifty percent of the cost if lost, in the performance of normal duties by a trade or craft, or Assigned Maintenance employee where the total cost of the tools required by such employee equals or exceeds one hundred and fifty dollars (\$150.00) and where the cost of the broken or lost tool exceeds ten dollars (\$10.00), up to a total annual cost of four hundred dollars (\$400.00). The broken tool must be submitted at the time the employee obtains a replacement tool.

Where, in accordance with the above provisions, the Company requires an employee to purchase metric tools, the Company agrees to subsidize the cost of such tools less any government rebate to which the employee may be entitled.

The Company will determine, select, order and make available as it considers necessary, such tools for Trade and Craft, and Assigned Maintenance employees, for use at work.

ITEM 6

RE: TRADES

1. The term "trade" shall mean the list of occupations as set out below in item (A). Trades may be deleted or added to the list at any time in accordance with the provisions of Article 19 of the Basic Agreement.
2. The following Trade definitions are used at AltaSteel to determine the various levels of a trade job:

APPRENTICE I: An employee upon being indentured into an apprenticeship program shall be classified as an Apprentice I.

APPRENTICE II: Successfully completed the first year of a three or four-year apprenticeship program. This includes completing the required number of hours, passing the educational component, and passing his or her apprenticeship anniversary date.

APPRENTICE III: Successfully completed the second year of a three or four-year apprenticeship program. This includes completing the required number of hours, passing the educational component, and passing his or her apprenticeship anniversary date.

APPRENTICE IV: Successfully completed the third year of a three year apprenticeship to become a Journeyperson or the third year of a four-year apprenticeship program. This includes completing the required number of hours, passing the educational component, and passing his or her apprenticeship anniversary date.

JOURNEYPERSON: A holder of a certificate of proficiency or certificate of qualification in his or her trade recognized by the Province of Alberta.

Trades positions shall be paid in accordance to Table 1. It is understood that before the Apprentice III or IV achieves journeyperson status and advance to the journeyperson job class he or she must have a provincial ticket and must have

completed the required number of apprentice training periods in Table 1.

- A. Trade or Craft
 - Electrician
 - Millwright
 - Welder
 - Machinist
 - Heavy Duty Mechanic
 - Condition Monitoring Technician
3. Each trade shall have a trade seniority list. Trade seniority, for each trade, will reflect the order in which an employee was appointed to that trade; i.e. an employee who was first appointed to that trade would be first on the trade seniority list for that trade and an employee who was last appointed to that trade will be last on the trade seniority list for that trade.
4. A. In the event of a reduction in the number of group leader *or* trade employees: group leader *or* trade occupations shall be filled in accordance with Article 11.05 with the seniority considered being trade seniority for each trade.
- B. Employees laid off from work will lose their trade seniority.
5. Employees shall have trade seniority in a trade based upon the following:
- A. If hired as a qualified journeyman, trade seniority based on plant start date.
 - B. An employee who enters the Apprenticeship Program shall be granted trade seniority in their trade from the date of apprenticeship once they have become a qualified journeyman.
 - (i) Should the apprenticeship program be interrupted the employee's trade seniority will reflect the latest start date of apprenticeship. Retention of right to recall to the apprentice job will not be considered an interruption of apprenticeship.
6. Where two (2) or more trade employees have the same trade service date then plant seniority shall govern. If two (2) or more employees have the same plant seniority date, then the employee with the lowest permanent number assigned by the Company shall be senior.

7. Seniority and payment for an apprentice will start on the date the Company advises the apprentice of acceptance into the program.
8. Permanent vacancies on Group Leader occupations shall be filled in accordance with clause 11.05 with the seniority considered being trade seniority.
9. On becoming indentured to a trade the apprentice agrees that he or she is obligated to complete the apprenticeship and is not able to bid on another posting unless he or she has been displaced from the apprenticeship by reason of displacement or cut-back.
10. Trade vacancies will be filled by canvassing through the posting process as they occur.

Re: Trades Committee

A joint Management and Union Trade Committee, consisting of 4 employee members, one from each trade occupation and 4 supervisory / management employees. The parties are to focus on the development of the proper process for mentoring, training and supporting apprentices and trades personnel.

This committee will be involved in the following:

- A. ensuring that adequate and proper training/mentoring is provided for trade progression in the AltaSteel Apprenticeship Training Program.
- B. discussing apprentices who are not making satisfactory progress, and then making recommendations to assist the apprentice in successfully completing the apprenticeship program as well as the joint development of site specific training profiles and competency checklists for the trades at AltaSteel.
- C. reviewing the training and assessment of newly hired trade employees.
- D. the committee will receive KPI's, and other data, that are relevant to monitoring the efficiency of the maintenance program prior to the regularly scheduled meetings of the committee.

The Committee will meet at least once bi-monthly or more often as required. Minutes of the meetings will be produced and distributed by the Company.

Re: AltaSteel Apprenticeship Training Agreement Program

This agreement is made between the United Steelworkers, Local 5220, (the "Union") and AltaSteel (the "Company").

The Union and the Company agree to the following:

1. The Apprentice shall serve as an Apprentice to the Company to learn a trade specified in Table 1 of this agreement in accordance with the rules specified by the Alberta Apprenticeship and Industry Training Board and the Basic Agreement.
2. Positions for apprentices shall be posted in accordance with the provisions of clause 11.08 (a). Applicants will be required to successfully complete an aptitude test. Applicants who do not possess the required aptitude as determined by the aptitude test will not be considered for the posted position but will be permitted to retake the aptitude test for one subsequent posting only.

Results of the selection process will be shared with the Senior Level Committee.

3. Selection for apprentice positions will be made by the Company on the following basis:
 - (i) Pre selection, the applicant will successfully complete the Math/Science/English test provided by the Company. The Company will continue to provide refresher training to facilitate the applicants chance of success on the test.
 - (ii) The applicant will also take an aptitude test scored on a pass/fail basis.
4. Apprentice selections will be based on the Seniority, Provincial Pre-Apprentice Test results and related experience of candidates bidding for posted apprenticeships. Selection criteria will be weighted as follows:
 - (i) Seniority 35% - The most senior applicant will receive 100% of the 35% available. All other applicants will receive a score prorated based off the most senior applicants' seniority.
 - (ii) Test Results 35%
 - (iii) Related Experience 30% - To be determined by a joint committee consisting of

three (3) members appointed by the Union and three (3) members appointed by the Company.

5. In the event that an apprentice fails the tests at the end of his or her period of training in Vocational School, the apprentice will be given an opportunity to rewrite his or her examination. Should the apprentice fail the rewrite he or she will have the option to take a leave of absence without pay or any other company paid allowances to re-attend that period of training. In the event he or she elects the leave of absence his or her seniority will be maintained. If the apprentice should fail within one (1) year of entering the apprenticeship, he or she will return to his or her previous job. If more than one (1) year has elapsed, he or she shall be treated as a cut back into his or her previous department.
6. The Apprentice shall attend all classes at a trade school, at AltaSteel, or complete a distance learning program according to a specified timetable, unless sick or excused by the Company, and do such reasonable home study work as may be assigned and pass the examinations prescribed for the course. The Apprentice shall demonstrate the required proficiency in practical assignments that may be given at trade school.
7. The Company will use all proper and reasonable means to thoroughly instruct and mentor the Apprentice during his or her practical work experience in the plant. Upon the successful completion of the minimum hours for each work term in the plant, as specified by the Alberta Apprenticeship and Industry Training Board, the Company will complete and authorize the Apprenticeship record book.
8. The Company shall assign employees starting the apprenticeship with the anniversary date established when appointed to the apprenticeship and pay the Apprentice the standard hourly rate as outlined in Table 1. Should the employee be credited with previous training and experience the Company will assign the Apprentice to the appropriate level and pay the Apprentice the standard hourly rate as per Table 1. Then at the successful completion of the training period the Apprentice shall be advanced to the succeeding year and be paid the standard hourly rate for that period. It is understood that before the Apprentice achieves journeyman status and advance to the journeyman job class; he or she must have a provincial ticket and must have completed the required number of apprentice training periods in Table 1 and passed his or her anniversary date.

9. Apprentices may be hired at Level III or IV provided that the Company has fulfilled their contractual obligations regarding the numbers of apprentices that are required to be indentured during the term of the collective agreement.

10. While every effort will be made by the Company to ensure that an employee is given the opportunity to complete his or her annual course work and examination prior to each twelve month point on his or her progression being reached, it is recognized that scheduling difficulties may arise. In such cases of Company occasioned delays and upon successful completion of his or her apprenticeship for a given year, shall receive a retroactive pay adjustment for all hours worked from the anniversary date upon which he or she was eligible for reclassification

11. Employees attending Trade School will be paid an amount of money that together with the amount or amounts of money paid to the employee by any outside agency will constitute 100% of the employee's normal salary. However Performance awards i.e. Top Marks for the Year etc. are not considered in the calculation.

Table 1
Schedule of Apprentice Training Periods and Job
Classifications

Position Title	Rate as of August 1, 2021	Rate as of August 1, 2022	Rate as of August 1, 2023	Rate as of August 1, 2024
Electrician 1st Year Apprentice	31.042	31.542	32.042	32.542
Electrician 2nd Year Apprentice	31.042	31.542	32.042	32.542
Electrician 3rd Year Apprentice	35.394	35.794	36.194	36.594
Electrician 4th Year Apprentice	39.818	40.268	40.718	41.168
Electrician Journeyman	44.242	44.742	45.242	45.742
Electrician Lead	45.442	45.942	46.442	46.942
Heavy Duty Mechanic 1st Year Apprentice	31.042	31.542	32.042	32.542
Heavy Duty Mechanic 2nd Year Apprentice	31.042	31.542	32.042	32.542
Heavy Duty Mechanic 3rd Year Apprentice	35.394	35.794	36.194	36.594
Heavy Duty Mechanic 4th Year Apprentice	39.818	40.268	40.718	41.168
Heavy Duty Mechanic Journeyman	44.242	44.742	45.242	45.742
Machinist 1st Year Apprentice	31.042	31.542	32.042	32.542
Machinist 2nd Year Apprentice	31.042	31.542	32.042	32.542
Machinist 3rd Year Apprentice	33.954	34.354	34.754	35.154
Machinist 4th Year Apprentice	38.198	38.648	39.098	39.548
Machinist Journeyman	42.442	42.942	43.442	43.942

Machinist Lead	43.642	44.142	44.642	45.142
Millwright 1st Year Apprentice	31.042	31.542	32.042	32.542
Millwright 2nd Year Apprentice	31.042	31.542	32.042	32.542
Millwright 3rd Year Apprentice	34.434	34.834	35.234	35.634
Millwright 4th Year Apprentice	38.738	39.188	39.638	40.088
Millwright Journeyman	43.042	43.542	44.042	44.542
Millwright Lead	44.242	44.742	45.242	45.742
Welder 1st Year Apprentice	31.042	31.542	32.042	32.542
Welder 2nd Year Apprentice	33.474	33.874	34.274	34.674
Welder 3rd Year Apprentice	37.658	38.108	38.558	39.008
Welder Journeyman	41.842	42.342	42.842	43.342
Welder Lead	43.042	43.542	44.042	44.542

A. Apprenticeship Rates are calculated at the following percentages of the Journeyman Rate:

- First Year 60% of Certified Rate (or at a minimum of job class 6)
- Second Year 70% of Certified Rate (or at a minimum of job class 6)
- Third Year 80% of Certified Rate
- Fourth Year 90% of Certified Rate

NOTE: Three-year apprentice trades eliminate the second year level.

The Company agrees to a minimum of four (4) apprentices of the employer's choice of trade combination, during the term of the 2021 collective agreement.

ITEM 7 RE: STUDENTS

Notwithstanding the provisions of Article 11 of the Basic Agreement, students will not acquire service and may be terminated by the Company at any time. It is agreed that the termination of a student will not be subject to the grievance and arbitration procedures. In addition, students will not be eligible to participate in the Group Insurance Program. Payment under the Personal Floating Statutory Holiday will be paid to students once they have completed their thirty-first (31) day of employment and in any event, students will not be entitled to a day off.

To qualify as a student, an individual must be in regular attendance at school and scheduled to return to school in the next semester. A student cannot work more than a 6 month work term. Their employment would primarily be based upon the need for vacation relief or on the organizational need for a temporary increase in staffing and will not be used to replace a full-time employee. A student's employment shall not delay posting of permanent vacancies or delay the hiring of full time employees. If full-time employees are affected by 11.09, students shall not be retained during the period that affected full-time employees are available to perform the work of a student. Students will be paid at 75% of the job class worked.

ITEM 8

RE: OVERTIME MEALS

The Parties agree to meet within sixty (60) days following the ratification of this Collective Agreement to discuss healthier alternatives to the current overtime meals as a committee comprised of three (3) Union representatives and three (3) Company representatives.

ITEM 9

RE: EMPLOYEE TRAINING PROGRAM

The Company has always recognized the importance of providing training opportunities for employees so that they could improve their skills and advance to jobs of greater responsibility and higher pay.

Now, because of changing conditions, and in particular, changing technology, new approaches to and expansion of employee training are required. The Company has, therefore, agreed with the Union to expand and enlarge its efforts to provide training opportunities for employees so that they can equip themselves for advancement.

It is mutually recognized that there are many complicated practical problems involved and enlargement of training opportunities must, therefore be approached on an experimental basis and on the understanding that certain procedures or methods may not work satisfactorily and might have to be changed from time to time, and others tried.

On this basis, the Company has agreed with the Union to expand the scope of opportunities for training and the parties agree to co-operate to this end as follows.

(a) Apprenticeship

If practical and subject to operational requirements, the training of journey person through apprenticeship will be increased by enrolling additional apprentices in existing Apprentice Programs.

An employee who is enrolled in a Company Apprenticeship Program will be paid, during attendance at trade school and while on layoff, any difference between the applicable Training Allowance benefit to which he or she is entitled during his or her period of layoff and the applicable straight time earnings to which he or she would otherwise have been entitled but for the sole reason of layoff.

(b) Trade or Craft

The existing procedure is that trade or craft employees, other than graduates from the Apprentice Programs, are required to take trade tests in all cases before being upgraded. It is agreed that henceforth the qualifications required for upgrading toward a higher rate will be determined by supervisory assessment. If supervision determines that the employee does not have the necessary qualifications for advancement, the results of the determination will be discussed with the employee and suggestions as to how qualifications might be improved will be made, and ways and means of carrying out such suggestions will be explored with the employee. If the employee does not agree with the determination made, he or she may request and shall receive a trade test.

(c) Production

The Company is prepared to increase training opportunities for employees in addition to the current normal training already being accomplished.

Such training will take place as follows:

An employee who wishes to move to a different line of work may apply in writing to his or her Superintendent for the necessary elementary training. If the employee has the basic qualifications for such training, he or she will be accepted for training in order of seniority at such time as may be determined by the Superintendent. To the extent that it is practicable, the

employee and the Chief Steward will be told when he or she might expect the training to commence. If he or she is successful in such training in a reasonable period of time his or her qualifications will be posted and he or she will return to his or her previous job pending a permanent vacancy.

Rates of pay for such training will be in accordance with the learner provisions of the Basic Agreement.

No employee will be trained for more than one job, but if after one year the employee has not been permanently assigned to the job for which he or she was trained, he or she may request to be trained for some other job or be given a refresher period on the original job. Similarly, after an employee has been permanently assigned to a job for which he or she received training under these provisions, he or she may request training for some other job after one year following his or her assignment.

If the employee is unsuccessful in such training, he or she may request to be trained in some other job in line with his or her qualifications.

Where training opportunities can be foreseen by the Company, a notice will be posted advising employees to apply for training in accordance with the procedures outlined above.

(d) Other Occupations

The Company will explore the possibilities of improving training opportunities for assigned maintenance, service groups and other occupations not specifically referred to in this program.

(e) Technological Change

Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of employees older in service who may be displaced from their jobs as a result of such change.

If any such employee incurs any substantial loss of earnings because of lack of training, the Company will give special consideration to retraining him or her with a view to attaining as closely as possible the job classification level which he or she held before displacement.

(f) Outside Educational Courses - Tuition Reimbursement Program

The Company proposes to increase its promotion of this program whereby employees are encouraged to improve their vocational development in the Company through educational courses. Where the employee attends such a course with advance approval by the Company, he or she will be reimbursed the regular tuition fees upon evidence that he or she has satisfactorily completed the course. Where the Company instructs the employee to take a course as part of his or her job duties, all expenses will be paid by the Company.

Extension courses offered by accredited universities, high schools, technical training centres, and professional associations are eligible. To be approved by the Company, the course must be of a type that can reasonably be expected to improve the performance and development of employees in relation to their careers in the Company but is not required to be wholly vocational.

(g) Governmental Training Assistance and Educational Programs

The Company will explore the feasibility of providing programs of instruction to facilitate any required upgrading of basic education qualifications. Various levels of government have in recent years increasingly concerned themselves with industrial training. The Company commits itself to investigate the various training facilities of the Alberta and Federal Departments of Government and utilize such facilities and services to the extent that it is practicable.

ITEM 10

RE: LUNCH RELIEF

It is the policy at AltaSteel to allow employees, subject to the needs of the particular operations, to leave their work station for the purpose of eating their lunch or resting during the period referred to under Article 6.04. Should any problem(s) arise with respect to specific cases where this policy is not being followed, the President of Local 5220 will notify the Department Superintendent and a meeting will be held to discuss and resolve such problem(s).

ITEM 11

RE: COMBINED JOB ALLOWANCE

A special allowance will be paid for hours worked on a "Combined Job" where the nature of the combination and the job classification established for such "Combined Job" comply with the following agreed to parameters:

A. Definition

A "Combined Job" is one which meets each of the following criteria:

- (i) two or more job descriptions are combined into one job description and classification, and the other job description(s) is terminated; and
- (ii) the primary duties of the terminated job(s) are incorporated into the duties of the new job description of the remaining job, and
- (iii) one or more employees are permanently displaced from the job(s) being terminated as a direct result of the combining of the two or more jobs, and
- (iv) the incorporation of the primary duties of the terminated job(s) results in a significant change in the job content of the remaining job.

B. Rate Of Pay

- (i) Where the job classification of the new "Combined Job" is two full job classes or more higher than the job classification of the job prior to such change, then the rate of pay for such new "Combined Job" shall be the job class of the new "Combined Job".
- (ii) Where the job classification of the new "Combined Job" is less than two full job classes higher than the job classification of the job prior to such change, then the rate of pay for such new "Combined Job" shall be the job class of the new "Combined Job", and in addition, any employee occupying the new "Combined Job" will receive a "Combined Job" Allowance as follows:
 - (a) Where the job classification of the new "Combined Job" is one job class higher than the original job, the "Combined Job" Allowance will be twenty-one (21) cents per hour worked.
 - (b) Where the job classification of the new "Combined Job" is equal to the job class of the original job, the "Combined Job" Allowance

will be forty-two (42) cents per hour worked.

(iii) This "Combined Job" Allowance shall be paid for all hours worked by an employee but shall not be increased by reason of having been earned in overtime. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of these provisions.

C. Administration

- (i) These provisions will not be applied to job combinations involving Assigned Maintenance, Trade and Craft occupations.
- (ii) These provisions will not be applied to new or substantially altered facilities such as the Casting facilities or #1 Bar Mill at Hilton Works.

It is agreed that this Letter of Agreement shall not be used as the basis of any claim that an existing job is a "Combined Job" and is eligible for a "Combined Job" Allowance.

ITEM 12

RE: ACCESS TO THE PLANT

As indicated to you by the Company during the 1987 negotiations meetings, it is our intent to provide an employee who holds Union office with the opportunity to carry out his or her functions in a manner that is responsible and to the ultimate benefit of both parties.

Should there arise any circumstances that you feel represent an impediment to this intent, the Company is willing to meet for the purpose of discussing and resolving your concerns.

ITEM 13

RE: EDUCATION FUND

A Fund will be established to assist all bargaining unit employees at AltaSteel through attendance at seminars, school classes or such other training

opportunities as may enhance the development and performance of the employee, including the establishment of an appropriate Union training and educational facility.

The Education Fund will be administered by the local Union, and once per year the Company may request a meeting with the Union to review the financial position and the administration of the Fund.

The Company will contribute one (1) cent per hour worked to the Education Fund. This 1 cent was funded by a one time reduction of 1 cent from employees' COLA roll-in on August 1, 1987. Such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year as specified in the Letter Re: Vacation Pay. Effective October 10, 1999, an additional one (1) cent per hour worked will be added to the Educational Fund and administered as above. This additional 1 cent will be funded by a one time reduction of 1 cent from employee's COLA roll-in.

It is clearly understood that this Fund is strictly an education fund, to be utilized only for the education of bargaining unit employees of AltaSteel in accordance with the general purposes as outlined above.

ITEM 14

RE: HUMANITY FUND

The Company will contribute one (1) cent per hour worked to the United Steelworkers Humanity Fund and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for the purpose of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions remitted to the United Steelworkers National Office.

Effective with the ratification of the 2017 collective agreement the Company will contribute a lump sum payment of four thousand dollars (\$4000) yearly to be paid no later than the second pay in January of each year.

It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. Letters Patent, dated March 12, 1986.

ITEM 15
RE: STEWARDS SCHOOL

In accordance with the understanding reached during 1984 negotiations with Local 5220, serious consideration will be given to the granting of additional Leaves of Absence to employees to attend the Shop Stewards School.

ITEM 16
RE: JOINT EMPLOYEE REFERRAL PROGRAM

The parties to this statement recognize that our organization's most important asset is people, and that human problems have the potential for successful treatment provided that they are identified in their early stages and referral is made to an appropriate assistance resource. Whether alcoholism, drug abuse, physical illness, mental or emotional stress, marital or family distress, or other concerns, these are human problems which have a profound impact upon the lives of those people affected, their families and their job performance.

The Union and Company wish to foster and maintain an attitude of assistance towards such problems when encountered by an employee, retired employee, or member of the immediate family. Therefore, the parties agree to establish and maintain an Employee Referral Program designed to:

1. prevent or resolve personal, social, or health problems that can become or have become work related problems,
2. enable people to improve their quality of life, and
3. assist troubled employees in arranging for appropriate outside resources.

The parties agree to form a joint ERP Committee, with balanced representation,

and with authority to implement, administer, and monitor the ERP within the parameters agreed to by the parties.

The Committee will also discuss any requests for medically recommended "outside treatment."

Each participant in the ERP holds particular rights and responsibilities related to the Program.

An employee who participates in the ERP is entitled to maintain his or her privacy. All actions required in the administration of the Program will be performed in a manner which will maintain a high level of confidentiality and respect for privacy. An employee's participation, in itself shall not jeopardize job security and/or create discrimination in promotional opportunities. A participant is responsible for his or her personal rehabilitation with the ERP providing assistance only. He or she must decide on the nature and extent of the treatment program and will not hold the Union or Company liable for the treatment results or for any matter arising out of the ERP. It is recognized that any participation in the Program is voluntary.

The Company maintains the right to establish standards of performance and to administer and exercise its established disciplinary policy distinctly from the ERP. The Union maintains its right to ensure the fair and equitable treatment of its members and to protect their rights in accordance with the established grievance procedure.

Both the Company and the Union are responsible for providing the earliest possible utilization of the ERP, arranging formal referrals only on the basis of documented deterioration of work related conduct, and ensuring that all information related to specific personal rehabilitation activities is held in confidence.

A decision by the Union or Company to withdraw from this agreement must be given in writing to the other party no less than thirty (30) days prior to such action.

ITEM 17**RE: BUSINESS UPDATE MEETINGS CONVENED BY THE COMPANY**

An employee who voluntarily attends a business update meeting while off shift shall be paid an allowance of one (1) hour plus the time of the meeting. All hours are straight time and are to be paid at the average hourly rate during the preceding pay period. Such hours are not considered time worked for the purpose of overtime calculation.

Should such business update meeting occur immediately prior or immediately following an employee's scheduled shift, such meeting time shall be paid as time worked according to clause 6.09 and the one (1) hour allowance will not be paid.

ITEM 18**RE: INFORMATION ON UNION DUES DEDUCTIONS**

Upon written request of the President of Local 5220, the Company shall provide all details necessary in order to calculate union dues per employee for all bargaining unit employees. The Company will continue its policy of individual employee confidentiality.

This request may be initiated only once per quarter and will apply to one specific pay period in that quarter.

ITEM 19**RE: LUNCHROOMS**

The Company shall provide a fridge and/or microwave where practical for lunchrooms, as designated by the Company.

ITEM 20**RE: NEW FACILITIES**

Local 5220 will automatically become the bargaining agent for any new facility AltaSteel builds and operates at the Edmonton worksite.

ITEM 21

RE: PERMANENT LAYOFF & CLOSURE OF A DEPARTMENT

General Intent

The overriding goal of the Company and the Union is to avoid the necessity of layoffs at AltaSteel. To that end the Company and the Union have agreed to review and implement changes in work organization that will enhance the efficiency and productivity of the existing workforce and to a program to review and reduce contracting out by the Company of work that can be performed by the bargaining unit workforce.

Notice of Permanent Layoffs or Closure of a Department

Where the Company intends to lay off permanently ten (10) or more employees or to close an existing department, the Company shall give notice of its intention as soon as practicable and in the case of a department closure, twelve (12) months prior to its effective date. The notice shall specify the operation or facilities involved, the nature of the work affected, the employees affected and the reasons for the Company's decision.

Adjustment Committee Structure

A committee shall be established and responsible for consideration of alternatives to the intended permanent layoff or department closure, planning and execution of assistance to the employees affected by the layoff or shutdown, obtaining such financial assistance as available from government programs and other sources to support the adjustment program, counselling employees affected by the layoff or shutdown, determining training programs and individual training assignments that would be eligible for funding.

The committee shall consist of four members, two from the Company and two from the Union. It is understood that additional members may be added to the committee depending on the circumstances associated with the particular shutdown or closure as mutually agreed to by the parties.

The Company shall provide to the committee such information as the committee may require to complete its work including:

- (i) information as to alternatives considered by the company's decision and the company's reasons for rejecting such alternatives, and

- (ii) information regarding the employees affected such as age, service, pension status, etc.

The Company shall pay for the time for work performed by the Union members of the Adjustment Committee to a maximum of forty-eight (48) hours in a calendar month for each member of such committee unless extended by mutual agreement.

Rights of Employees Under Notice of Layoff as a Result of Facility Shutdown or Closure

When an employee has received notice of layoff, such employee shall be afforded time off the job for the purpose of attending job interviews subject to the needs of the particular operation up to a maximum of sixteen (16) hours per month. The Company shall pay such employee for one-half of such time at the employee's average hourly rate in the preceding pay period.

Department supervision shall discuss with any such employee ways to accommodate the time required by an employee to attend any training program or course during his or her period of notice of layoff.

Time off in accordance with the above shall be considered credited service for pension purposes.

Nothing herein precludes an employee from requesting a leave of absence in accordance with Clause 12.01 of the Basic Agreement.

Funding of Adjustment Program

The Adjustment Committee shall explore the various levels of government for funding where applicable, consider and recommend possible Company contributions as may be required to attract the maximum available public funding.

Early Retirement

Where it has been determined that there is no alternative but to reduce the bargaining unit, the Company shall consider incentives for employees eligible to retire in an effort to reduce or eliminate the required layoff. Incentives may include:

- (a) enhanced basic or bridge benefits
- (b) enhanced pre-retirement vacation benefits
- (c) unreduced early retirement
- (d) unreduced early retirement at age 55 with age and service totaling 70 or more and at any age with age and service totaling 80 or more

Severance

An employee who has been laid off for a period of thirty-five (35) weeks in any period of fifty-two (52) consecutive weeks and who is not entitled to recall pursuant to Clause 11.12 of the Basic Agreement shall be entitled to severance pay.

The Company shall add to the amount payable in accordance with the applicable legislation sufficient monies to ensure that such employee receives the equivalent of two normal non-overtime weeks for each year of service to a maximum of fifty-two (52) weeks.

Deferred Pension

Any employee who is permanently laid off from the Company and whose recall rights have expired or been waived and whose age and seniority total 55 or more at the date of layoff shall be entitled to a deferred pension beginning at the earliest date that he or she would have been eligible to retire had he or she continued to work for the Company. Where such employee has 10 or more years of seniority, such deferred pension shall include any applicable bridging benefits.

Recall

The Company and the Union have agreed to an extension of recall rights to provide that employees shall have the right to recall equal to two (2) times their seniority to a maximum of six (6) years. Former employees with the right to recall would have the right to turn down recall to a temporary job. Recall rights shall be terminated automatically when an employee elects to receive severance pay.

Preferential Hiring

Employees laid off by the Company shall have preferential hiring rights for a period of time equal to their recall rights.

ITEM 22

RE: INDEXING OF PENSIONS

It is agreed that Normal Pensions (lifetime basic benefit including any increases previously granted and minimum Disability Pensions but not including Deferred Pensions) payable to retired employee and survivors of deceased retired employees will be increased on August 1, 2021, August 1, 2022, August 1, 2023, August 1, 2024 and August 1, 2025 at a rate determined with reference to the performance of the pension trust fund during the previous calendar year.

The actual percentage adjustment in any year shall be equal to the lower of (A), (B), or (C) below, subject to a minimum of 0%:

- A. the percentage (which may be negative) obtained by subtracting (b) from (a) below:
 - a. the rate of return (rounded to the nearest one tenth of one percent) on the market related value of assets (as defined below) of the pension trust fund in the previous calendar year, subject to a maximum of 10%;
 - b. 7%
- B. 3%
- C. 80% of the percentage change in the Consumer Price Index between May of the prior year and May of the current year (rounded to the nearest one tenth of one percent).

For the purpose of this letter of agreement, at the end of 1998 and end of any subsequent calendar year, the market related value of the pension trust fund shall be equal to its market value determined as of the same date, except that:

- the difference between actual market value and expected market value (using the actuarial valuation interest rate for funding purposes) shall be reflected in the market related value at a rate of 20% per year with 100% reflected in the fifth year, and
- for calculations at the end of 1998, 1999 and 2000 (as a transition from the method in effect for calculating the market related value as at the end of 1997) the scheduled unrecognized portion of realized and unrealized

capital gains and losses of 1995, 1996, and 1997 based on the method in effect for calculating market related value as at the end of 1997.

For the term of 2021 Collective Agreement, the actual adjustment for Indexing of Pensions (Item 22) will be the greater of the calculated increase as prescribed in Item 22 or the following:

- August 1, 2022 will be indexed a minimum of 1.0%.
- August 1, 2023 will be indexed a minimum of 1.0%.
- August 1, 2024 will be indexed a minimum of 1.0%.
- July 31, 2025 will be indexed a minimum of 1.0%, to be effective August 1, 2025.

ITEM 23

RE: VACANCIES

Both parties acknowledge that job opportunity should increase in proportion to seniority. Notwithstanding the provisions of Article 11, the following is the basis of implementation of this concept for positions not in a Line of Progression or subject to the exceptions provided in Appendix H (C)(1):

For filling of vacancies for following positions:

- Janitor
- Labourer
- Scrap Burner
- Utility Person – Bar Finishing
- Oiler & Greaser
- Facilities Maintenance Technician
- Rounds Straightener Operator
- Crane Operator – Bar Finishing
- Mobile Equipment Operator
- Warehouse Personnel

The provisions of 11.05 (1)(b) shall not be applied.

For filling of vacancies for following positions:

- Set Up – Bar Mill
- Crane Operator – Bar Mill
- Hot Metal Crane Operator
- Mold Repair Person
- CNC Lathe Operator

The following guidelines will be applied:

1. In order to provide opportunity for senior employees to be awarded the above positions the company will provide opportunity for training as follows:
 - a. When a vacancy is reasonably anticipated to occur, a notice for training will be posted in accordance with Item 9. The most senior applicant on the training list will be given preference for that training opportunity.
 - b. When a job vacancy arises the notice will be posted in accordance with Article 11.08. Preference will be given to the applicants in the following order:
 - i. If a training opportunity has been provided in accordance with provisions of this letter, the position will be awarded to the trained applicant with the most seniority.
 - ii. If the training opportunity has not been posted the position will be awarded to the applicant with the most seniority. Should the successful applicant not be trained for the position training will be provided and the position will be awarded upon successful completion of the training.
 - iii. If the training opportunity has been posted but training has not been provided, the position will be awarded to the applicant who applied for training or a trained applicant whichever has the most seniority.
 - c. Should an employee be trained under the provisions of this letter

and is awarded the position within one year of completing the training he or she must accept the vacancy.

- d. The Company will continue to train employees for short-term vacancies and relief on an ad hoc basis but such training shall not supersede the provisions of this letter of agreement.

The Company and the Union will review the implementation of the provisions of this letter during the May Senior Level Committee Meeting.

This letter does not preclude the requirements of Article 11.05 (1)(c).

ITEM 24

RE: WAGE TOP-UP

The Company is committed to top up earnings for employees that are returning to work on a work hardening program to the level of current Weekly Indemnity payable.

ITEM 25

RE: HEALTH INSURANCE FORMS

In addition to the current practice of the Benefit administrator paying a standard rate for forms to be completed at their request for active Weekly Indemnity claims; employees will be reimbursed at the standard rate offered by the Benefit administrator for forms completed to initiate a claim for Weekly Indemnity benefits after the claim has been accepted by the Benefit administrator.

ITEM 26

RE: LEAD CASTER AND FIRST HELPER SELECTION

During the 2013 / 2014 collective bargaining the parties determined that due to the nature of the impact that the choices for Lead Caster and the First Helper have in the safety and profitability of the Steelmaking Department.

The parties agree that these positions are integral to the viability of the operations. The parties further agree that the training requirements in the line of progression will in nearly all cases prove to be adequate. However, in exceptional cases where the job senior applicant for either position is determined to be not qualified then the Director of HR, Steelmaking Manager, the local union President plus one other union representative will meet to discuss the employer's concerns as soon as is practicable.

The employer will state their concerns in writing including why the job senior employee would not succeed. Details will be provided as to whether a trial period is warranted and, should the parties agree, the trial period will be granted. If the parties agree that a trial period would not be granted, the appropriate training that will be offered to contribute to the employee's future success will be determined.

If a trial is not granted the senior applicant may file a grievance that will be heard at third step on an expedited basis.

This letter supersedes Article 11.08 (d) for the Lead Caster and First Helper positions only.

ITEM 27:

RE: PRINCIPLE OF NATURAL JUSTICE

The parties agree that in instances where an incident or conduct violation occurs, that may result in discipline and/or discharge, the below principle of natural justice will apply:

- Prior to receiving disciplinary action, employees will have an opportunity to understand what happened and to provide a response or explanation for their behaviour and/or conduct.
- Depending on the violation, it is expected that employees will be given a chance to improve any behaviour and conduct identified as inappropriate or unacceptable.
- Depending on the violation, employees are given the opportunity to correct inappropriate behaviour and conduct and ensure future acts are in compliance with policies, standards and procedures.

- Violations that may be grounds for immediate suspension may include, but not limited to: theft, unfit condition, insubordination, physical violence or sabotage.

ITEM 28

RE: CWB CERTIFICATION

The Company will maintain the CWB certification and cover the cost of materials, tools and testing.

If a current Welder Journeyperson fails to achieve certification, the employee will be accommodated in the shop and provided work commensurate with their capabilities.

Welder Journeypersons who maintain their CWB Certification will be paid \$100 per position. This payment is to be paid upon the successful completion of the bi-annual certification.

ITEM 29

RE: TRAINING AND QUALIFICATION

The effective training and qualification of employees is critical. In order to ensure that the training and qualification is provided in a fair and consistent manner a training plan will be developed and implemented for all jobs at AltaSteel. These plans will include, but not be limited to:

- Method of training
- Designated qualified trainer(s)
- Description of the job duties
- Timeline of the average training
- Ongoing review and feedback i.e. weekly, monthly
- Sign off on completed training by Trainer, Trainee and Supervision

It is the desire of the Company and the Union to have any concerns that may come up during training be addressed as close to the source as possible. During the training process if there are any issues that arise regarding pace of learning,

progress, personal interactions etc. that cannot be resolved on the crew, a formal meeting will be convened between the Company, the Union, the Trainer and the Trainee involved in order to facilitate effective, successful training.

As referenced in 13.01 (c) the parties have recognized that employees who have been absent from a particular job for a prolonged period may require reorientation and refresher training to ensure that the work can be done safely and with confidence. The parties recognize that in exceptional circumstances, they may require additional coverage options and there is value in retaining the qualifications of workers who will be available to the operation.

Operations employee qualifications will be maintained using the following principles:

(i) The reorientation and refresher training will be sufficiently thorough to allow for the worker to be deemed competent. Competent, means adequately qualified, suitably trained and with sufficient experience to safely perform work without supervision or with only a minimal degree of supervision that would permit work to proceed safely and with confidence.

(ii) The company will maintain a list of all qualified workers for each job. A copy of the list will be made available to the Union upon request provided that at least two (2) months elapses between each request.

(iii) In order for a worker to be fully qualified on job, he or she must have worked twelve (12) hours every six (6) month period in that job.

(iv) Regardless of the above, under no circumstances will an employee be on any qualified worker list if they have not performed the job in question in the previous twelve (12) months.

For the application of (i) through (iv) to the positions within the lines of progression, a worker may be asked to perform any of the positions within the line of progression as long as they have worked in that position for at least one shift over the past twelve (12) months.

Maintenance employees, once qualified in their trade can work in any area of the plant in their respective trade. However, a maintenance employee will be required to have area specific training/awareness to be able to do so.

It is further understood and agreed to by the parties that the application of items (i) – (iv) do not apply to individual jobs within a line of progression.

The parties agree that the job within a line of progression that the worker last occupied will be the job that the worker would be considered qualified for.

ITEM 30

RE: BAR MILL 12 HOUR 15 TURN SCHEDULE

In order to respond to the concerns and requests raised by workers with respect to the 15 turn schedule that the Bar Mill has been operating on since March 2013, the Company and Union have jointly developed and approved the below schedule and schedule administration terms.

The following are the terms and conditions of the 12 hour/5 day operating schedule:

- 1) The schedule will operate using a 3 crew rotation.
- 2) The schedule will apply to the Bar Mill line of progression and the Bar Finishing line of progression only.
- 3) The Company may schedule up to 12 hours of overtime to one crew in a week.
- 4) Regular hours worked in accordance with the schedule below will not result in overtime rates being paid to employees.
- 5) The Scratch Vacancy Coverage Call Board associated with this schedule will be in effect for each position affected by this letter and will be administered in accordance to the following:
 - Only persons qualified & capable of performing all positions functions participate in Scratch Vacancy Coverage Call Board
 - CALLING SEQUENCE (to fill vacancy requiring coverage)
 - a) On-call Designated Person (from the Scratch Vacancy Coverage Call Board)
 - b) If the Call Board individual would like the

Company to see if anyone else is available we will then call the Volunteer from Designated Shift, occupying the position on the schedule.

c) Other available persons qualified in the position

Designate on the Call Board is required to report to work if everyone else turns down the overtime

- An “on-call” person MUST be available by telephone from 1 hour before till 1 hour after the start of the shift for which he/she is responsible
 - Scratch vacancy is a vacancy where the company has 48 hours or less notice of the vacancy.
- 6) A list indicating the names of the on-call Employee(s) per occupation or group of occupations per shift organized in the order of selection will normally be attached to the weekly schedule posted on Thursday.
 - 7) The Company will document/record the employees who were called in to fill short notice vacancies.
 - 8) The company on the Thursday preceding the week for which overtime may be required are to post memo for sign up for prearranged overtime shifts to be covered for vacancies, weekly indemnity or pre-arranged holes.
 - 9) The Company will design the call board schedule based on employee availability, training needs, and operational requirements.
 - 10) All employees working in the Bar Mill line of progression or the Bar Finishing line of progression, at any time where this letter is in effect, may be required to participate in the on-call system at the Company's discretion.

The Company may not put an employee on the call board dependent upon an employee's restrictions and their ability to complete their

required duties

- 11) Employees required to be on the call board may be rotated through all positions on the on-call board for which they are qualified. The Company will make reasonable effort to select a rotation for the call board that is equitable and meets operational needs of the Bar Mill.
- 12) The Company or the Union may cancel the terms of this letter with 30 days' written notice to the other party.
- 13) The new 12 hour/5 day per week schedule will commence on March 2, 2015

12 hour/5 day per week schedule

Crew	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A		N	N	D	D						N	N	N		D	D	D				
B	D	D	D						N	N	D	D						N	N	N	
C					N	N	N		D	D	D						N	N	D	D	

ITEM 31

RE: CANVASSING FOR DOWN DAY OVERTIME – MAINTENANCE

The parties agree to the following guidelines for canvassing down day overtime for the trades positions:

- As much notice will be provided as possible of available overtime opportunities, however, no later than 72 hours before the down day, the department will post overtime requirements.
- That posting shall include the date, number of hours, and trades required
- Overtime shall be awarded based on the following criteria:
 1. Within department first
 2. Interdepartmental trades

If more people sign up for overtime than required on the down-day, the overtime will be given to the individual(s) with the least amount of overtime hours, following the order listed above.

Individuals who volunteered but who are not required will be notified by end of day prior to the down-day (ie, if the down day is Wednesday, individuals would be notified by 5pm Tuesday)

If the down day needs to be moved on short notice due to operational requirements, the minimum 72 hours will not apply.

ITEM 32:

RE: MAJOR CAPITAL PROJECT WORKFORCE REQUIREMENTS

The Company and the Union both agree that capital projects are vital to the long-term viability of the operation. With respect to this item, it is the common goal of both parties to avoid triggering the layoff provisions outlined in the Collective Agreement, while also minimizing the impact to Bargaining Unit Employees. As such, both parties understand the provisions outlined in this item. The provisions outlined herein will apply only to projects that will stop production and affect employees for a period of thirty (30) days or less in an operating area.

In the event a capital project will occur, the following will apply:

The Company will notify the Union through the Senior Level Committee of the capital project as soon as it is approved or a minimum of six (6) months prior to the capital project start date. A meeting will be held to review the scope, duration and optional tasks available to employees. The Company will also identify the jobs deemed necessary to complete the project. The Company will maximize the use of available employees in various capacities through a volunteer labour pool. Tasks such as: housekeeping, assisting tradespersons and general labour will be distributed to employees who declare their desire to work through the volunteer labour pool. The volunteer labour pool will be directed by AltaSteel supervision.

The scope of the capital project may involve work related to the employee's regular work. Employees identified as necessary to facilitate the capital project will be notified of their required participation. Tasks that would not be considered part of an employee's regular job will be assigned to employees

through the volunteer labour pool. Employees not deemed necessary must declare one (1) month prior to the start of the capital project if they elect to work as a volunteer labourer for the duration of the project. If an employee declines to work as a volunteer labourer or if there is insufficient work available through the volunteer labour pool, they must select the manner in which they will be compensated for the duration of the capital project, as outlined below:

1. Use of banked statutory holidays
2. Use of banked overtime
3. Leave of Absence without Pay
4. Use of deferred vacation
5. Vacation
6. Transfer up to one (1) week of vacation from the following year, if the shutdown occurs after October 1st.

ITEM 33

RE: BANKED OVERTIME

For the purpose of ITEM 32 RE: MAJOR CAPITAL PROJECT WORKFORCE REQUIREMENTS, employees are eligible to bank overtime up to a maximum of one (1) week which includes forty (40) hours for an employee regularly scheduled eight (8) hours and forty-eight (48) hours for an employee regularly scheduled twelve (12) hours. When an employee works an overtime shift, they will be eligible to bank 1.0X for the hours worked to the maximum allotment they are eligible to bank at standard rate of pay and they will be paid 1.0X for the hours worked at standard rate of pay. Employees must bank the full shift until their maximum allotment is reached. When an employee banks overtime due to a planned major capital project, the banked overtime must be taken in the calendar year in which it is banked, any banked overtime as of December 31st each year will be paid out the following year.

ITEM 34

RE: ALTERNATIVE 12 HOUR SHIFT SCHEDULES

The Company and the Union have jointly developed and approved alternative 12 hour shift schedules that may be implemented as a trial.

Employees in an area may request to initiate a trial of the attached schedules once per year. Notice will be submitted by the Union to the Company to review which area is applying for the trial. A vote will be conducted with the area employees to determine if the trial will proceed. Notice will be posted ten (10) days prior to the vote being held. Area employees will consist of any employee listed on the schedule for that area in principle. In order to initiate a trial, two-thirds (2/3) of the eligible area employees must be in favour of the trial.

The Company will provide a minimum of thirty (30) days notice of the trial start date. Once started, the trial will continue for a minimum of three (3) months to fully assess the viability of the alternative schedule.

Thirty (30) days prior to the end of the trial, a vote will be conducted with the area employees to determine if the schedule will be utilized going forward in the area. The vote must be two-thirds (2/3) in favour of adopting the schedule.

Vacancy coverage will be administered on a volunteer basis unless lack of volunteers contribute to down time in the affected area, at which point the Company may implement the Call Board.

Both the Company and the Union retain the right to cancel any trial schedule with thirty (30) days written notice.

It is understood the provisions of this item will not supersede any of the other provisions in the Collective Agreement pertaining to hours of work and overtime.

Option A:							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1 Crew							
A	D	D	OFF	N	N	OFF	OFF
B	OFF	N	N	OFF	OFF	OFF	OFF
C	N	OFF	OFF	OFF	D	D	D
D	OFF	OFF	D	D	OFF	N	N
Week 2 Crew							
A	OFF	OFF	D	D	OFF	N	N
B	D	D	OFF	N	N	OFF	OFF
C	OFF	N	N	OFF	OFF	OFF	OFF
D	N	OFF	OFF	OFF	D	D	D
Week 3 Crew							
A	N	OFF	OFF	OFF	D	D	D
B	OFF	OFF	D	D	OFF	N	N
C	D	D	OFF	N	N	OFF	OFF
D	OFF	N	N	OFF	OFF	OFF	OFF
Week 4 Crew							
A	OFF	N	N	OFF	OFF	OFF	OFF
B	N	OFF	OFF	OFF	D	D	D
C	OFF	OFF	D	D	OFF	N	N
D	D	D	OFF	N	N	OFF	OFF
Option B:							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1 Crew							
A	OFF	D	D	OFF	OFF	D	D
B	OFF	N	N	OFF	OFF	N	N
C	D	OFF	OFF	D	D	OFF	OFF
D	N	OFF	OFF	N	N	OFF	OFF
Week 2 Crew							
A	D	OFF	OFF	D	D	OFF	OFF
B	N	OFF	OFF	N	N	OFF	OFF
C	OFF	N	N	OFF	OFF	N	N
D	OFF	D	D	OFF	OFF	D	D
Week 3 Crew							
A	OFF	N	N	OFF	OFF	N	N
B	OFF	D	D	OFF	OFF	D	D
C	N	OFF	OFF	N	N	OFF	OFF
D	D	OFF	OFF	D	D	OFF	OFF
Week 4 Crew							
A	N	OFF	OFF	N	N	OFF	OFF
B	D	OFF	OFF	D	D	OFF	OFF
C	OFF	D	D	OFF	OFF	D	D
D	OFF	N	N	OFF	OFF	N	N

ITEM 35

RE: VACATION BIDDING

Both the Company and the Union agree to trial the following:

Bidding window will open October 1st and close October 31st for the following year vacation booking beginning January 1st and ending December 31st. The Company will award and post no later than November 30th.

During the bidding window, employees may submit a vacation bid for a minimum of one (1) week vacation. Actual vacation hours used will be based on the employee's shift schedule at the time the vacation is taken.

Vacation bids will be awarded based on seniority (notwithstanding Article 10.08).

Once awarded, the Company will post and update a Vacation Calendar for each work area containing only approved vacation requests for each job. Once posted, employees may alter or exchange vacation days with Company's approval.

Vacation requests submitted in writing on or after November 1st, after the bidding window listed above will be awarded on a first come first serve basis. If the Company receives two or more requests on the same day, seniority (notwithstanding Article 10.08) will be used. The employee will receive a response in writing.

Regards,

For the Company

For the Union

Barinder Kambo
Manager, Labour Relations
AltaSteel Inc.

Paul Perreault
President
USW Local 5220

2024

January

S	M	T	W	T	F	S
	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	29	30	31			

February

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

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17	18	19	20	21	22	23
²⁴ / ₃₀	²⁵ / ₃₁	26	27	28	29	30

April

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21	22	23	24	25	26	27
28	29	30				

May

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June

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16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

July

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28	29	30	31			

August

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September

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29	30					

October

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27	28	29	30	31		

November

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24	25	26	27	28	29	30

December

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29	30	31				

2025

January

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26	27	28	29	30	31	

February

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23	24	25	26	27	28	

March

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April

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27	28	29	30			

May

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June

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	1	2	3	4	5	6
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21	22	23	24	25	26	27
28	29	30				

July

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20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
²⁴ / ₃₁	²⁵ / ₃₀	26	27	28	29	30

September

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1	2	3	4	5	6	
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

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26	27	28	29	30	31	

November

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16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

December

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



NO INCIDENTS

GOAL ZERO

NO INJURIES