COLLECTIVE AGREEMENT BETWEEN

VARSTEEL LTD. (hereinafter referred to as the ``Employer``)

- AND -

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the ``Union``)

Date of Ratification - December 31, 2027

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ARTICLE NO. 1 - PURPOSE

- 1.01 Whereas it is the intent and purpose of the Parties hereto that this Agreement, which has been negotiated and entered into in good faith, will promote and improve industrial relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto, and to:
 - (a) Recognize mutually the respective rights, responsibilities and functions of the Parties hereto; and
 - (b) Provide and maintain working conditions, hours of work, wage rates and benefits set forth herein: and
 - (c) Establish an equitable system for the promotion, transfer, layoff and recall of Employees; and
 - (d) Establish a just and prompt procedure for the disposition of grievances.

ARTICLE NO. 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole bargaining agent for all its employees within the scope of Certificate File Number C2074-2022 issued by the Alberta Labour Relations Board, namely: "All employees in Calgary, except office, clerical, and sales personnel".
 - (b) Employees who regular jobs are not in the Bargaining Unit shall not work any jobs which are included in the Bargaining Unit.
- 2.02 No individual Employee shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the express terms of this Agreement.
- 2.03 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected, and shall continue in full force and effect.
- 2.04 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the Employer has the sole authority to manage its affairs, including the right to plan, direct and control operations, to direct its working forces, including the right to hire, to administer pay within the terms of this Agreement, to set standards for performance of work and evaluate performance, to promote, demote or transfer employees within the terms of this Agreement, to suspend or discharge any employee who has successfully completed his probation period for just cause, to increase or decrease the working force of the Employer, to re-assign jobs or duties, to reorganize, consolidate and close operations from time to time as circumstances and necessity may require, to determine locations of its operations and activities, and to determine products to be handled, stored, processed, shipped or sold, provided such actions are not inconsistent with the terms of this Agreement

3.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with the terms of this Agreement.

ARTICLE NO. 4 - UNION SECURITY PROVISIONS

- 4.01 The Employer agrees that as a condition of continued employment, every Employee covered by this Agreement shall become a member and remain a member in good standing.
- 4.02 All employees of the Employer who are covered by this Agreement, shall, as a condition of continued employment, join the Union before commencing work.
- 4.03 (a) The Employer shall deduct from the pay of each employee such union dues, fees and assessments as prescribed by the Constitution of the Union.
 - (b) The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within two (2) weeks after the end of the month payable to:

General Teamsters, Local Union No. 362 1200A 58 Avenue SE Calgary, Alberta T2H 2C9

- (c) The monthly remittance shall be accompanied by a statement 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.
- (d) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 Form.
- (e) The Union agrees to indemnify the Employer and save it harmless against any claims which may arise in complying with the provisions of this Article.
- 4.04 The Employer may use sub-contracting where necessary, provided that no employees are displaced or laid off, or failed to be recalled from layoff.
- 4.05 There shall be no lockout by the Employer or strike, slowdown, sitdown, or suspension of work, either complete or partial permitted, condoned, caused or encouraged by the Union or employees during the life of this Agreement.
- 4.06 In addition to the Unit Chair, the Union has the right to appoint or elect two (2) members to a Negotiating Committee provided that any costs associated with wages/benefits accruing to the employees of the Employer so appointed are borne by the Union. It is agreed that the result of such appointments or elections shall not unduly disrupt the operations of the Employer.

4.07 There shall be no Union activity on Employer's time or premises except as expressly provided for in this Agreement. Notwithstanding the foregoing, the Employer agrees that Union Representatives may for legitimate union business purposes seek prior approval from the Branch Manager of the Varsteel Calgary location or the Branch Manager of the Metal Processing location, as appropriate, to attend at the Employer's premises for necessary union business that cannot otherwise be scheduled outside of a member's working hours and subject to operation requirements of the Employer. The Union shall not meet with any member while they are on shift.

ARTICLE NO. 5 - DEDUCTION OF UNION DUES

- 5.01 (a) The Employer will, no later than the fifteenth (15th) day of each month, remit to the Local Union a list containing the names of all employees who have left their employ since the previous checkoff was remitted, in addition to the names of all new employees hired during the preceding checkoff month. The Local Union will then immediately send the Employer a current checkoff list based on the information supplied by the Employer.
 - (b) Within fifteen (15) days of an employee commencing employment, they will have an amount equivalent to the monthly dues of the Local Union deducted from their wages, and that amount, along with the employee's name, will be added to the current Local Union checkoff which is to be emailed to the Local Union Office. The Employer will commence deductions of the Initiation Fee from the employee in the first calendar month following the calendar month in which the employee was employed. The deduction of the Initiation Fee will be in increments of fifty dollars (\$50.00) per month until the Local Union Initiation is fully paid.
 - (c) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Local Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Local Union's Constitution and/or By-Laws.
 - (d) On the first pay period of each month, the Employer will deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, and re-initiation fees owing by the said employees hereunder to the said Local Union. Should the employee have no earnings during the first pay period of the month, the Employer will deduct as indicated on the next available pay period to reconcile the Local Union Checkoff. Monies deducted during any month will be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the fifteenth (15th) day of the month following the month to which such monies apply, by Electric Funds Transfer (EFT). The EFT will be accompanied by an emailed statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, and re-initiation fees were levied in accordance with the Local Union's By-Laws. The Company will remit the amount indicated as per the Local Union Checkoff plus all dues collected for newly hired employees as per Article No. (to be determined).
 - e) The Local Union will forward all authorization forms to the Employer.

ARTICLE NO. 6 - RATES OF PAY

6.01 Employees shall be paid in accordance with the rates of pay for the applicable classification as negotiated by the Employer and the Union. The applicable rates of pay are found in Appendix "A" to this Agreement.

- 6.02 Additional classifications may be established by the Employer from time to time. The rates for same shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree upon a rate for the new classification, the dispute may be referred to Arbitration by either Party.
- 6.03 (a) When an Employee from a higher classification is requested to work temporarily, not to exceed twenty (20) working days, or until permanently reclassified at a lower rated classification, he shall continue to be paid at the rate for the higher rated classification.
 - (b) Employees required to work in a higher job classification will retain the wage rate for the higher classification for all hours worked, or shall be paid the higher classification for a minimum of three (3) hours per shift, or whichever is greater.
- An employee reclassified or assigned to a lower-rated classification on a permanent basis shall be paid the established rate for the reclassified or lower-rated position.

ARTICLE NO. 7 - HOURS OF WORK AND REST PERIODS

- 7.01 This Article defines the normal hours of work, and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours of work per week, or of days of work per week.
- 7.02 (a) The normal work week will be forty (40) hours, spread over five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each, as required by the Employer.
 - (b) 1. There shall be a thirty (30) minute unpaid lunch break scheduled each work day.
 - 2. Where a truck driver is assigned to deliveries/pick up out of Calgary, and the workday exceeds the normal hours of work, he will be entitled to a paid lunch period.
 - (c) Employees shall be granted five (5) minutes prior to the end of their shift to clean up their work station and wash up.
 - (d) There shall be two (2) scheduled fifteen (15) minute paid coffee breaks in each standard shift, approximately midway between each half of the shift.
 - (e) On occasion, employees may be required to work into their coffee or lunch break to satisfy a customer. In this event, the employee will be allowed the equivalent time for their break following the completion of the required work. In no event will any employee be required to work more than five (5) hours without a scheduled lunch break.
- 7.03 Subject to the exceptions set forth in this section, any employee reporting for, or called in to work, shall receive a minimum of three (3) hours pay at his regular rate, providing that, if three (3) hours work is not available at his regular job, he shall perform such other work as may be assigned to him to qualify for such pay. The provisions of this section shall not apply in case of shutdown necessitated by emergencies or completely beyond the control of the Employer, or if the employee:
 - (i) Voluntary quits or
 - (ii) Was previously instructed not to report, and in any such event or circumstance he shall then be paid for the actual time worked.

7.04 Call-in Pay

Employee called in by the Employer to perform work not continuous with his normal work period, shall be paid for a minimum of three (3) hours at his normal basic hourly rate, or at the applicable overtime rate for the time worked, whichever is greater.

7.05 Overtime

- (a) For the purpose of this Article, overtime is paid to an employee for approved time worked outside of or in excess of regularly scheduled hours for the day and or work week, at the rate of one and one-half times (1 1/2x) the regular rate of pay.
- (b) Except for shifts that are part of an employee's regular schedule, any work scheduled and performed on a Sunday, shall be paid at double time (2x).
- (c) All work performed on Paid Holidays, as defined in this Agreement, shall be paid at double time (2x). In addition to the foregoing, such employees shall also be paid the day's normal pay for the holiday in accordance with Article 7 of this Agreement.

7.06 Shift Changes

Shift changes at the request of an employee, or as a result of an exchange of shifts between employees, as approved by the Employer shall not result in any overtime payment by the Employer.

- 7.07 Shift schedules shall be posted by the Employer. The Employer will provide three (3) working days' notice prior to the change being implemented. Changes can be made through mutual agreement between the parties.
- 7.08 Except as may be expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.
- 7.09 (a) The parties agree that overtime will be offered to meet the requirements of the operation. Employees have the right to turn down offered overtime providing that the Employer is able to meet the needs of the customers. The Employer will have the right to assign, in order of seniority amongst qualified employees, to work necessary overtime.
 - (b) For the purpose of finishing a particular job at the end of an ermployee's shift, the employee can be ordered to remain at work for up to one (1) hour without regard to seniority.
- 7.10 Overtime shall be distributed, as practicably as possible, equitably among all employees who request such work and who are qualified to do so. Where the need for overtime is known in advance, the Employer will take all reasonable steps to post or offer the work in order of seniority.
- 7.11 Employees shall be paid in addition to other wages payable to them, a differential for all hours worked on shifts commencing between the hours of 2:00 p.m. and 7:00 a.m. in the amounts of:

Afternoon Shift \$1.00 (before 11:00 p.m.) Midnight Shift \$2.00 (after 11:00 p.m.)

ARTICLE NO. 8 - PAID HOLIDAYS

- 8.01 All employees who qualify for payment of the General Holidays listed below shall receive their regular straight time rate of pay for each of the General Holidays for which they qualify in addition to any wage to which they may be entitled as a result of any work which the employee performs on such General Holiday(s) as listed below or as designated by statute.
- 8.02 (a) General Holidays to be observed by this Agreement are:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Eve
Christmas Day
Boxing Day

Remembrance Day shall be observed. However, in the event that it falls on a weekend, Article 7.01 shall not apply to employees who are not scheduled to work.

(b) If any of the above holidays fall on a Saturday or a Sunday, the holiday will be observed on either the Friday or the Monday, or as mutually agreed otherwise, between the parties.

Employees will be notified fifteen (15) days prior to the Statutory Holiday, on which day it is to be observed.

- 8.03 Subject to the Articles below, an employee qualifies for payment on the General Holidays listed in 7.02 where the employee has been and remains employed for twenty (20) working days preceding the General Holiday, including his scheduled shift immediately preceding and his scheduled shift following the General Holiday.
- An employee who works on a General Holiday shall be paid overtime rates for all hours worked in accordance with Article 6 of this Agreement, and shall receive another working day off with pay at his regular straight -time rate at some other time, but not later than the end of the current calendar year.
- 8.05 Employees will not be paid for a Paid Holiday when:
 - (a) The holiday falls during an employee's leave of absence; or
 - (b) The employee fails to report to work on that holiday when scheduled or notified to do so;
 - (c) An employee is absent, on the last scheduled day or work prior to, or the first scheduled day of work following the holiday without consent of his Manager. Such consent shall not be unreasonably denied.
 - (d) For the purposes of this Article, employees may be required to provide a note from their physician in cases of illness.

- 8.06 For the purpose of determining if an employee has qualified for payment for a General Holiday pursuant to 7.03 above, all of the following will be deemed as a "work day
 - (a) A regular scheduled shift worked.
 - (b) Absence due to Workers' Compensation Board approved claim and for which the employee is in receipt of Workers' Compensation Board wage loss benefits.
 - (c) Approved annual vacation pursuant to Article 8.
 - (d) Approved leave of absence other than a personal leave of absence.
 - (e) Employer sponsored training days.
 - (f) Absence due to verified illness or approved disability leave not in excess of ten (10) working days.
- 8.07 When an observed holiday falls on a working day during an employee's vacation period, such employee will be given an additional day's vacation in lieu thereof. This additional day is to be taken at a time that is mutually agreed upon by the employee and his Manager.

ARTICLE NO. 9 - VACATIONS

9.01 Entitlement

- (a) Employees who have completed one (1) year to three (3) years of service inclusive shall receive two (2) weeks of vacation with pay.
- (b) Employees who have completed four (4) years to seven (7) years of service inclusive shall receive three (3) weeks of vacation with pay.
- (c) Employees who have completed eight (8) years to fourteen (14) years of service inclusive shall receive four (4) weeks of vacation with pay.
- (d) Employees who have completed fifteen (15) years or more of service inclusive shall receive five (5) weeks of vacation with pay.
- (e) Employees who have completed twenty (20) years or more of service inclusive shall receive six (6) weeks of vacation with pay.
- (f) An employee's anniversary date of employment shall be used to calculate his/her annual vacation entitlement.
- 9.02 (a) Regular full-time employees are entitled to vacations with pay calculated at forty (40) hours per week at the employee's regular rate of pay.
 - (b) Vacation pay for the vacations set out in Article 8.01 shall be calculated on the basis of the appropriate percentage of gross wages earned during the previous calendar year of service, or a minimum of two (2) weeks regularly scheduled pay, whichever is greater. Vacation pay will be based on regular hourly wage at time of vacation.

9.03 Vacation Pay Upon Termination

Vacation Pay Upon Termination Where a regular employee is terminated, he shall receive the appropriate percentage of his gross pay earned during the portion of the year that he has worked in accordance with the provisions of Article 8.02 above.

9.04 Vacation Scheduling

- (a) The Employer will post vacation entitlement for each calendar year by January 15th of each calendar year. Employees must select their preference for scheduling of vacation by February 15th of that year. Vacations will, insofar as is practicable, be scheduled for times desired by the employees, on the basis of seniority. The Employer will post a vacation selection schedule no later than the 28th of February each year. Employees who have their vacation scheduled by the Employer in accordance with this Article, or who request a change after March 15th will not be entitled to bump another employee's selected vacation time.
- (b) Employees will be permitted to split their annual vacation entitlement into periods, should they so wish, by mutual agreement. Preference of vacation time on the basis of seniority will apply only to one portion of an employee's annual vacation should he decide to split his total entitlement. Preference for the other portion will only be granted after all other employees at the particular location have first had the opportunity to indicate their preference for their first vacation period.
- 9.04 Employees must take their annual vacation as time off within the vacation year following their entitlement of date earned. Employees who do not select their vacation in accordance with Article 8.04 (a) will have their vacation scheduled by the Employer. Except in exceptional circumstances such as taking an extended vacation, annual vacation may not be carried over or accrued to the following year.

ARTICLE NO. 10 - SENIORITY

- 10.01 The Employer recognizes that job opportunity and seniority shall increase in proportion to length of service. Seniority shall mean length of continuous service with the Employer as an employee within the Bargaining Unit, and shall include credit for all continuous service with this Employer.
- All new employees will be considered probationary for sixty (60) working days commencing with their first day of employment, and thereafter will become regular. An employee may be terminated at any time during his probationary period at the sole discretion of the Employer. The employee shall not have the right of grievance as a result of the actions of the Employer.

In the event that a probationary employee gives sufficient cause to the Employer that may result in termination, the Employer, on a one (1) time basis only, may offer such probationary employee an opportunity to maintain the employment relationship by extending the probationary period an additional sixty (60) working days.

Upon completion of the probationary period, an employee's seniority shall be effective the date of employment.

10.03 <u>Maintenance of Seniority</u>

- a) Seniority shall be maintained during absence due to:
 - i) Layoff; and
 - ii) Authorized leave of absence.
- b) Seniority shall be maintained and accumulated during absence due to:
 - i) Illness, or non-compensable accident covered by approved leave of absence or wage indemnity benefits; and
 - ii) Authorized absence from employment on approved union business; and
 - iii) Compensable illness or accident covered by W.C.B. wage loss benefits.

10.04 <u>Cancellation of Seniority</u>

All seniority shall be lost for one of the following reasons:

- a) Voluntary resignation; or
- b) Discharge for just cause; or
- c) An overstay of leave of absence; or
- d) Absence without leave in excess of three (3) consecutive shifts without providing a reason satisfactory to the Employer; or
- e) Absence due to layoff or eighteen (18) months or more for employees with more than 2,080 hours of continuous service and ninety (90) days for all others, or;
- f) Fails to return to work from layoff on the day stipulated by the Employer in accordance with Section 9.10.
- Vacancies in regular job classifications excluding Yardman/Warehouse shall be posted within five (5) calendar days of such vacancies occurring. The bulletin will give a general job description and starting rate, and shall be posted on the bulletin board for five (5) calendar days. Any employee desiring such position shall, within the time specified, sign the application slip and give it to the Branch Manager. A copy of the posting and application will be returned to the employee making the application.

Vacancies under the terms of the Agreement will be posted in each location. Copies of each posting will be provided to the Union Representative at either location.

- The Company shall inform employees by phone who are away from work due to layoff, vacation, approved leave, or illness (where it is anticipated that the employee would return to work within a week of the call) of any job postings that were posted during their absence. Employees shall have three (3) working days to submit a job bid.
- 10.07 Employees to be selected for vacancies referred to in Section 9.05 shall be determined on the basis of qualifications, skills and ability. Whereas between two (2) or more employees, there exists equal qualifications, skills and ability, seniority shall be the deciding factor.

10.08 Layoff and Recall

In the event that layoffs are required, such layoffs shall be made based on the qualifications, skills and ability of the remaining employees to perform the remaining work. Where the qualifications, skills and ability of the remaining employees to do the work are relatively equal, the Employer shall lay off the least senior employee.

The Union shall be provided with copies of all layoff notices, as soon as practical, and in any event, within three (3) business days of the layoff occurring.

Deviations from the above may be made by mutual agreement of the Parties.

- 10.09 Laid off employees who have the qualifications, skills and ability to perform the work available shall be recalled in order of seniority.
- The recalled employee is to report for work at the place and time specified in a notice to be given by registered mail, mailed to the last address of the former employee on the records of the Employer at least seven (7) calendar days prior to the date he is to report to work. It shall be the responsibility of laid off employees to keep the Employer informed of the address at which he is to be reached.

10.11 Bumping

In the event of a layoff, a regular employee may use his seniority to bump into the job of another employee with less seniority in a classification he is immediately qualified to perform.

The employee bumping into a job of a less senior employee will assume the duties and the classification's wage rate of the job into which he or she has bumped.

When cross-training is made available by the Employer, such training shall be provided to appropriate interested employees.

- The Employer will establish and maintain a seniority list of all Bargaining Unit employees. The list will include the names of each employee, their hire date, job classification, and work location. The list will be updated as changes occur, and provided to the Union within thirty (30) days of any such change occurring.
- 10.14 The seniority of regular employees who are hired on the same day will be determined by a one-time numbers draw.
- 10.15 Employees who are in receipt of health benefit coverage, who are laid off and elect to be placed on the layoff recall list, will have their health benefit coverage maintained for the balance of the month in which the layoff occurred. Thereafter, the employee may elect to maintain their health benefits coverage provided by the Employer during their recall period provided they pay to the Employer monthly in advance the total cost of the premiums for that coverage.

ARTICLE NO. 11 - SAFETY AND HEALTH

11.01 The Employer agrees to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment.

It is mutually agreed that a Safety Committee shall consist of equal representation of the Company and the Union. The Company and the Union with each select their own representatives, and the Parties agree the Committee will be representative of the departments in the Employer's operations. The Committee shall meet not less frequently than once per month in accordance with the Occupational Health and Safety Regulations. Minutes of the meetings will be posted on the bulletin board at the plant(s) of the Employer, and a copy will be mailed to the Union Office.

The Safety Committee will:

Participate in the identification of workplace hazards;

Develop, promote and evaluate measures to protect the health and safety in the workplace; Participate in investigations of injuries and serious incidents, and Perform any other duties or measures, as prescribed under the Occupational Health & Safety Act and Regulations.

- 11.03 Any employee suffering an injury while at work in the employ of the Employer must report immediately to the First Aid Attendant/Department or as soon thereafter as possible, and also report to his Supervisor on returning to work.
- 11.04 Adequate washroom, lunchroom and locker facilities will be provided by the Employer, and kept in a sanitary condition.
- 11.05 All employees as well as the Employer shall observe the simple rules of good housekeeping and sanitation.
- 11.06 <u>Injured employees Daily Earnings</u>

Where an employee is injured on the job to the extent that he is required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the employee not return to work on that day, the Employer will maintain the employee's normal daily earnings for the day of injury.

- 11.07 The Employer understands the importance of having First Aid Attendants, and therefore, agrees to provide training, as approved by Varsteel Ltd. for at least one (1) employee on each shift. The Employer will pay for training. The First Aid Attendant will be paid a twenty-five cent (\$0.25) premium per hour worked.
- 11.08 The following items of personal protective apparel shall be supplied by the Employer on a loan basis, and the employee will be required to maintain and return them in good serviceable condition (fair wear and tear excluded). Failure to do so, will result in a deduction of the replacement cost from the employee's wages:
 - 1. Leather faced work gloves
 - 2. Mono goggles
 - 3. Face shields
 - 4. Ear protection
 - 5. Welding gloves
 - 6. Safety Glasses
 - 7. Welding Helmets
 - 8. Welding Jackets
 - 9. Coveralls
 - 10. Hard hat

Winter Wear

Employees who are required on a continuous basis to be outside during winter months shall be provided with an allowance to purchase winter wear as follows: (a) Three hundred and twenty-five dollars dollars (\$325,00) plus G.S.T. once every two (2) years from date of purchase. (b) Any monies from the purchase of winter wear must be used within the allotted time. (c) If an employee does not have an appropriate winter jacket, as determined by the Employer, the first article of winter wear to be purchased by an employee shall be a winter jacket. The cost of any safety striping and logos required by the Employer shall be paid from the allowance in sub-article (a).

Boots

All Warehouse employees shall be provided with a Boot Allowance voucher, or be reimbursed upon production of a receipt, for the purchase of appropriate boots, as required by the Employer, in an amount as follows:

- a) Two hundred and fifty dollars (\$250.00) plus G.S.T. annually from date of purchase.
- b) Any monies from the purchase of boots must be used within the allotted time.

11.09 No worker shall:

- a) Carry out work, if on reasonable and probable grounds, the worker believes that there exists an imminent danger to the health and safety of that worker.
- (b) Carry out work if, on reasonable and probable grounds, the worker believes that it will cause to exist an imminent danger to the health or safety of that worker of that worker or any other worker present at the worksite, or
- (c) Operate any tool, appliance or equipment if, on reasonable and probable grounds, the worker believes that it will cause to exist an imminent danger to the health or safety of that worker or any other worker present at the worksite.

Where an employee refuses dangerous work, the procedures established by Alberta Occupational Health and Safety shall be followed.

- 11.10 Employees are required to accept responsibility for all clothes issued to them or purchased by them, in accordance with Article 10.08, and will be required to pay the replacement cost of items which are determined by the Employer to be lost, damaged or broken through their negligence.
- 11.11 When making deliveries to customers, truck drivers will not be required to operate the equipment of the customer for the unloading of material.

ARTICLE NO. 12 - GENERAL PROVISIONS

12.01 The Employer agrees to confer with the Shop Steward or another Union representative, prior to the discharging or suspending of any employee.

Should Union representation be unavailable, or the safety or security of any employee or the operation is in question, an employee may be suspended with pay pending an investigation and follow up meeting with all the parties present.

- The Union shall have the use of a bulletin board on the premises of the Employer, and provided by the Employer for the purpose of posting paper, notices, etc., (collectively the "notices") which may be of interest to Union members. All notices issued by the Union shall be placed on Union letterhead.
- When the Employer finds it necessary to discharge a Shop Steward, the Staff Representative of the Union shall be notified prior to such discharge.
- On the request of either party, the Parties shall meet for the purpose of discussing issues related to the workplace that affect the Parties or any Employee bound by this Agreement.
- 12.05 The Parties agree that employees have the right to see and consult with their own physician. It is also agreed that the Employer may request an Independent Medical Exam. If the Employer requests an Independent Medical Exam, they will pay the cost of the examination.

The parties have developed a list of approved clinics as follows:

Medicentre South Trail Crossing #82, 4307-130 Ave. S. E. Phone 257-9075 Well Point Health # 202, 3716-61 Ave. S. E. Phone 236-8400

12.06 Banked Overtime

Where an employee desires to bank his overtime, he shall request and complete a form supplied by the Employer. The employee shall designate the hours of overtime to be banked.

- Overtime which is accumulated as banked overtime shall be credited in terms of hours, and taken as granted by the Employer as time off, and shall be taken at the appropriate overtime rate (i.e. for each hour of overtime worked at 1 ½ times shall be banked as 1 ½ hours' time to be taken off). When an employee leaves the Employer, all accumulated hours in the banked overtime will be paid out in total.
- All Employees shall be paid by direct deposit not less frequently than on every other Friday, all wages earned to a day not more than fourteen (14) days prior to the day of payment. The Employer shall provide every Employee with an itemized statement in respect of all wage payments made.

Where an employee establishes that an error has been made on his pay (through no fault of the employee), in an amount in excess of one day's regular wages, he will be reimbursed the lost income within three (3) business days of the Employer being notified.

- 12.09 Upon termination or quitting, the Employer shall pay all monies due to the employee as soon as possible, but no later than the next regular pay day.
- 12.10 The Employer agrees to continue the Pension Contribution Plan that is currently in effect without amendment.

ARTICLE NO. 13 - LEAVES OF ABSENCE

13.01 Paid Leave – Bereavement and Compassionate Leave

When a death occurs to a member of a regular employee's immediate family, the employee will be granted up to three (3) consecutive days of paid leave of absence following the death for the purposes of arranging or attending the funeral, Members of the employee's immediate family include spouse (including common-law relationship), child (including stepchild), grandchild, brother, sister, mother, father (including stepparents), mother-in-law and father-in-law, grandfather, grandmother, brother-in-law, sister-in-law, and legal guardian or ward.

The spouse of the employee shall be defined as the spouse on record with the Employer,

The Employer may require an employee to provide a proof of death of a member of the employee's family for which he is claiming bereavement leave.

Compassionate leave may be granted at the discretion of the Employer in cases of serious family illness or an accident of immediate family members or of other unusual circumstances up to three (3) consecutive days paid leave.

At the request of an employee, the Employer may grant additional days of unpaid leave of absence for employees who require more time.

Bereavement or compassionate leave shall not apply to an employee on leave of absence, disability benefits, layoff, on vacation, Workers' Compensation, or who is otherwise absent.

13.02 Jury Duty

a) If an employee is summoned or subpoenaed for Jury Selection, Jury Duty or as a Crown Witness in a Provincial or Supreme Court proceeding, the Employer will grant the employee leave of absence, and will pay the difference between the straight-time hourly rate and the monies received for Jury Duty.

The employee must show satisfactory proof of such summons or subpoena and the monies received for attendance. This paragraph shall not apply to probationary employees.

- b) An employee discharged from such duty before the end of his regularly scheduled shift shall contact the Employer, and advise the Employer of his discharge from duty. The employee may be required to report to his shift upon his discharge from duty.
- c) An employee who reports for Jury Duty, Jury Selection, or as a Crown Witness pursuant to a Summons from the Court shall be deemed to be on a scheduled shift while so engaged by the Court.

13.03 <u>Union Leave</u>

- a) The Employer will allow time off work, without pay, to one (1) employee who is serving as a Local Union delegate to any conference or function, provided such requests for time off is reasonable and does not interfere with the proper operation of the business.
- b) During an authorized, unpaid Leave of Absence, an employee will maintain and accrue seniority.

c) No more than one (1) employee may apply for an unpaid leave of absence for a period not exceeding one (1) year, subject to operational requirements of the Employer, for the purpose of working in a full-time capacity for the Local Union which represents the employee in their bargaining unit. Subject to the operational requirements of the Employer, such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Local Union Office. The employee will continue to accrue seniority during such Leave. At the expiration of the one (1) year the employee must return to their former position or relinquish all seniority rights with the Employer and shall be considered to have resigned from their employment with the Employer.

13.04 Maternity and Parental Leave

The Employer shall provide Maternity and Parental Leave in accordance with the provisions of the <u>Alberta Employment Standards Code</u> provided the Employee meets all requirements and obligations for the granting of such leave pursuant to the <u>Code</u>.

The Company agrees to grant two (2) days' paid leave of absence for the birth of an employee's child.

ARTICLE NO. 14 - TERM OF AGREEMENT

- 14.01 This Agreement to be in effect from date of ratification up to and including December 31, 2027, and from year to year thereafter, except as hereunder provided.
- Either party wishing to amend this Agreement shall give notice in writing to the other party of not less than sixty (60) days, and not more than one hundred twenty (120) days prior to December 31, 2027. Should such notice be given, the Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until such time as the Union has gone on legal strike or the Company has instituted a legal lockout.
- 14.03 Changes to this Agreement may be made by mutual agreement between the Parties during the term of this Agreement, provided that such changes are properly reduced to writing, and executed by authorized representatives of the Parties to this Agreement.

ARTICLE NO. 15 - HEALTH AND WELFARE BENEFITS

- 15.01 The Health and Welfare Benefit Plan will be continued as is currently in effect subject to the following shared costs:
 - (a) Effective August 1, 2021, the Employer will pay ninety percent (90%) of the health plan.
 - (b) Effective August 1, 2022, the Employer will pay ninety-five percent (95%) of the health plan.
- 15.02 The Employer agrees to maintain the present level of benefits, and absorb any additional premium cost of providing the benefits for the duration of the present Collective Agreement between the parties.
- 15.03 Employees will be provided with a copy of the Benefit Plan Summary.

The provisions of the insurance policies and the plans shall govern with respect to eligibility for participation and benefits provided. Those documents shall not be considered part of or considered incorporated into this Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers provided that the level of benefits during the term of the Collective Agreement remains unchanged.

ARTICLE NO. 16 - GRIEVANCE PROCEDURE

Any dispute concerning the interpretation, application, administration, or alleged violation of this Agreement shall be considered a grievance, and shall be handled in the following manner.

16.02 Procedure

a) Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom he reports. At his option, the employee may be accompanied by a Shop Steward.

b) Step One:

At this step, notice in writing of the grievance must be filed with Branch Manager or their designate, within eight (8) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly, but clearly, describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated. The employee(s) may be represented by the Shop Steward or the Business Agent.

Any meeting between the Parties at this step must involve the employee, his Shop Steward and a person from Management.

The Employer's representative shall answer the grievance in writing within eight (8) days.

c) Step Two:

Failing settlement at Step One, the employee and the Shop Steward or Union Representative, shall submit the grievance to the Corporate HR Manager <u>or</u> his designate within five (5) working days of written notice referring the grievance to Step Two.

The Corporate HR Manager or his designate shall reply within ten (10) working days of the grievance meeting. If the grievance is not satisfactorily resolved in Step Two, the grievance may be referred to arbitration. Such referral must be in writing to the Employer within three (3) working days after the Branch Manager or his designate reply in Step Two.

d) Arbitration

Grievances will be referred to arbitration in writing. Such notice shall include a list of names of the persons that the referring party is willing to accept to act as the single arbitrator.

Should the receiving party accept any of the names suggested in the notice, it shall notify the referring party, within seven (7) calendar days, of the acceptance of the person suggested to act as single arbitrator.

Should the receiving party not accept any of the names suggested in the notice, it shall notify the referring party, within seven (7) calendar days, accordingly, and send a list of names of the persons which would be acceptable to them.

Should the Parties be unable to agree upon a person to act as single Arbitrator, either party may apply to the Director of Mediation Services to appoint a single arbitrator.

Once an arbitrator has been selected or appointed (hereinafter referred to as the "appointment"), the arbitrator shall convene a hearing, consider the submissions of the Parties, and render his/her decision, which shall be final and binding upon the Parties.

The single arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The single arbitrator shall not adjudicate any matter not specifically grieved in the grievance.

The Parties will share equally the expenses of the arbitrator.

e) <u>Union and Employer Policy or Group Grievance</u>

The Union or the Employer may file policy or group grievances at Step Two.

16.03 <u>Time Limits</u>

- a) In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and General Holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Employer and Union.
- b) Should the employee or the Union fail to comply with any of the time limits specified in this Article, the grievance will be considered to be abandoned.
- c) Should the Employer fail to comply with any time limits specified in this Article, the grievance shall automatically move to the next step on the day following expiry of the particular time limit.

ARTICLE NO. 17 - SHOP STEWARDS

- 17.01 The Union is entitled to appoint or elect from among the regular employees three (3) Shop Stewards and three (3) Alternate Shop Stewards, one of whom may be the Unit Chair.
- 17.02 The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

- 17.03 The Shop Steward's first obligation is the fulfilment of his responsibilities as an employee.
- 17.04 The functions of Shop Stewards are to consider, investigate and attempt to resolve formal grievances. If in the course of investigating a formal grievance, a Steward requires time during working hours of his shift, he must first obtain the permission of his Supervisor. Such permission shall not be unreasonably withheld.
- 17.05 Where such permission is granted, the reasonable time spent by the Shop Steward shall be deemed as time worked. Such time shall be limited to one (1) hour. If more time is required, such request shall not be unreasonably withheld.
- 17.06 The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of his duties on behalf of the Union.

ARTICLE NO. 18 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

18.01 In the event that an employee is disciplined or discharged for any reason, the Shop Steward or representative will be notified, and will be present at any meeting the Employer has with the employee.

This provision shall not apply to discussions that involve the operational requirements of the Employer, and do not involve disciplinary action by the Employer.

- An employee disciplined/discharged for any cause will be notified in writing of the reasons for the discipline/ discharge at the time of the discipline or, at the earliest possible date thereafter. A copy of the reasons for discipline will be sent to the Union.
- An employee covered by this Agreement shall have the right to refuse to cross a legal picket line without having such refusal deemed a violation of this Agreement.
- The Union and the Company agree that when an employee is discharged or suspended, the grievance shall be filed at Step Two (2) of the Grievance Procedure, with reasons in writing describing the nature of the grievance.
- Access to an employee's personnel file maintained by the Employer shall be provided within forty-eight (48) hours of a written request by an employee. Such access shall occur on the Employer's premises in the presence of a managerial employee. An employee is entitled to one copy of any document contained in his personnel file. Duplicates or subsequent requests for copies of documents previously provided shall be provided at a cost of twenty-five cents (\$0,25) per page.

ARTICLE NO. 19 - PART-TIME EMPLOYEES

19.01 The following provisions of this Collective Agreement do not apply to part-time employees:

Article 6 - Hours of Work

Article 7 - Paid Holidays

Article 8 - Vacations

Article 9 - Seniority

Article 16 - Benefits

19.02	Part-time employees will work less than forty (40) hours a week unless working, sickness, vacation, Statutory Holiday or leave of absence relief. Schedules shall be set out by the Employer to meet the requirements of the assignment.				
19.03	Part-time employees will be paid the Yardma	n rate of pay in Appendix "A".			
19.04		one and one-half times (1 1/2 x) the hourly rate for aployee's regularly scheduled work day of eight (8) cess of forty (40) hours in a week.			
19.05	A part-time employee who works on a Statute 1/2 x) his regular rate for all hours worked.	ory Holiday will be paid one and one- half times (1			
19.06	Part-time employees will be paid four percent	t (4%) of wages for vacation pay.			
	Signed this 4th day of	, 2024			
ON BEHA Varsteel Lt	LF OF THE COMPANY d.	ON BEHALF OF THE UNION General Teamsters, Local Union No. 362			
_ Dean Hick	man, Calgary Branch Manager	Lukas Fominov, Business Agent			
Hal Hills, N	MPC Branch Manager	Steve Honer, Business Agent			
Dave Hasl	ey, Corporate Human Resources Manager				

APPENDIX "A" WAGE SCALE

Date of Ratification (3.25%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$21.38	\$22.45	\$24.58	\$29.35
Truck Driver II	\$21.38	\$22.45	\$24.58	\$29.35
Truck Driver III	\$24.58	\$25.66	\$27.26	\$31.36
Machine Operator I	\$21.38	\$22.45	\$24.58	\$29.35
Machine Operator II	\$24.58	\$25.66	\$27.26	\$31.75
Machine Operator III	\$25.66	\$26.72	\$28.33	\$32.84
Foreman	\$27.79	\$29.18	\$31.64	\$37.92
Welder	\$26.72	\$27.79	\$28.86	\$34.70

Lead Hand: \$2.00

June 30, 2024 (1.25%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$21.65	\$22.73	\$24.89	\$29.72
Truck Driver II	\$21.65	\$22.73	\$24.89	\$29.72
Truck Driver III	\$24.89	\$25.98	\$27.60	\$31.75
Machine Operator I	\$21.65	\$22.73	\$24.89	\$29.72
Machine Operator II	\$24.89	\$25.98	\$27.60	\$32.15
Machine Operator III	\$25.98	\$27.06	\$28.69	\$33.25
Foreman	\$28.14	\$29.54	\$32.03	\$39.40
Welder	\$27.06	\$28.14	\$29.22	\$35.14

January 1, 2025 (1.25%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$21.92	\$23.01	\$25.20	\$30.09
Truck Driver II	\$21.92	\$23.01	\$25.20	\$30.09
Truck Driver III	\$25.20	\$26.30	\$27.94	\$32.15
Machine Operator I	\$21.92	\$23.01	\$25.20	\$30.09
Machine Operator II	\$25.20	\$26.30	\$27.94	\$32.55
Machine Operator III	\$26.30	\$27.39	\$29.04	\$33.67
Foreman	\$28.49	\$29.91	\$32.43	\$38.88
Welder	\$27.39	\$28.49	\$29.58	\$35.58

Lead Hand: \$2.00

June 30, 2025 (1.25%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$22.20	\$23.30	\$25.52	\$30.47
Truck Driver II	\$22.20	\$23.30	\$25.52	\$30.47
Truck Driver III	\$25.52	\$26.63	\$28.29	\$32.55
Machine Operator I	\$22.20	\$23.30	\$25.52	\$30.47
Machine Operator II	\$25.52	\$26.63	\$28.29	\$32.95
Machine Operator III	\$26.63	\$27.74	\$29.41	\$34.09
Foreman	\$28.85	\$30.29	\$32.84	\$39.36
Welder	\$27.74	\$28.85	\$29.95	\$36.02

January 1, 2026 (1%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$22.42	\$23.53	\$25.77	\$30.77
Truck Driver II	\$22.42	\$23.53	\$25.77	\$30.77
Truck Driver III	\$25.77	\$26.90	\$28.58	\$32.87
Machine Operator I	\$22.42	\$23.53	\$25.77	\$30.77
Machine Operator II	\$25.77	\$26.90	\$28.58	\$33.28
Machine Operator III	\$26.90	\$28.01	\$29.70	\$34.43
Foreman	\$29.14	\$30.59	\$33.17	\$39.76
Welder	\$28.01	\$29.14	\$30.25	\$36.38

Lead Hand: \$2.00

June 30, 2026 (1%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$22.64	\$23.77	\$26.03	\$31.08
Truck Driver II	\$22.64	\$23.77	\$26.03	\$31.08
Truck Driver III	\$26.03	\$27.17	\$28.86	\$33.20
Machine Operator I	\$22.64	\$23.77	\$26.03	\$31.08
Machine Operator II	\$26.03	\$27.17	\$28.86	\$33.62
Machine Operator III	\$27.17	\$28.29	\$30.00	\$34.78
Foreman	\$29.43	\$30.90	\$33.50	\$40.15
Welder	\$28.29	\$29.43	\$30.56	\$36.74

January 1, 2027 (0.50%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
Yardman/Warehouse	\$22.75	\$23.89	\$26.16	\$31.24
Truck Driver II	\$22.75	\$23.89	\$26.16	\$31.24
Truck Driver III	\$26.16	\$27.30	\$29.01	\$33.37
Machine Operator I	\$22.75	\$23.89	\$26.16	\$31.24
Machine Operator II	\$26.16	\$27.30	\$29.01	\$33.79
Machine Operator III	\$27.30	\$28.43	\$30.15	\$34.95
Foreman	\$29.58	\$31.05	\$33.66	\$40.36
Welder	\$28.43	\$29.58	\$30.71	\$36.93

Lead Hand: \$2.00

June 30, 2027 (0.50%)

Job Title	Start	3 Month	12 Months	2-Year Base Rate
)	\$22.87	\$24.01	\$26.29	\$31.39
Yardman/Warehouse				
	\$22.87	\$24.01	\$26.29	\$31.39
Truck Driver II				
	\$26.29	\$27.44	\$29.15	\$33.53
Truck Driver III				·
	\$22.87	\$24.01	\$26.29	\$31.39
Machine Operator I				
	\$26.29	\$27.44	\$29.15	\$33.95
Machine Operator II			-	·
	\$27.44	\$28.58	\$30.30	\$35.12
Machine Operator III				
	\$29.73	\$31.20	\$33.83	\$40.56
Foreman				·
	\$28.58	\$29.73	\$30.86	\$37.11
Welder				

Employees who are employed on the date of ratification of this Agreement shall receive a payment of one thousand dollars (\$1,000.00) less statutory deductions by law within fourteen (14) days of ratification of this agreement (to be paid by separate payroll deposit). Employees must be actively employed with the Employer on the foregoing date in order to be eligible to receive payment.

Any employee who would otherwise be eligible, but is on a protected or approved leave of absence will receive the same payment of one thousand dollars (\$1,000.00) less statutory deductions, upon their return to active employment with the Employer.

The 3.25% increase to wages on January 1, 2024 will take effect upon ratification.

At MPC, Machine Operator II is an employee who can competently operate two (2) production machines. A Machine Operator III is an employee who can operate the press brakes plus two (2) other machines competently.

At the Distribution Centre, Machine Operator II applies to the Saw Operator and Rebar Machine Operator.

LETTER OF UNDERSTANDING #1

BETWEEN: VARSTEEL LTD.

(hereinafter referred to as the "Employer")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

(hereinafter referred to as the "Union")

RE: VACATION SCHEDULING

SCHEDULED VACATION

The Employer and the Union agree that vacation periods of one day or multiple periods of one day must be scheduled on the vacation planner. The Employer shall grant these scheduled vacation periods insofar as it is practicable in meeting the operational needs of the Company.

UNSCHEDULED VACATION

If a vacation day(s) is required other than what was originally scheduled, employees must fill out a vacation request form provided by the Employer. A minimum of one (1) week's notice for any vacation request must be given to the Company, and shall be granted on a first come first served basis, insofar as it is practicable in meeting the operational needs of the Employer.

UNSCHEDULED TIME OFF

The Union and the Employer agree that a single day's vacation shall not be used to cover unscheduled time off, except in emergency cases. Due consideration will be given to each request, and such request shall not be arbitrarily denied, but the granting thereof shall be in the sole discretion of the Employer.

ON BEHALF OF THE COMPANY
Varsteel Ltd.

ON BEHALF OF THE UNION
General Teamsters, Local Union No. 362

Dean Hickman, Calgary Branch Manager

Lukas Fominov, Business Agent

Hal Hills, MPC Branch Manager

Steve Honer, Business Agent

Dave Hasley, Corporate Human Resources Manager

LETTER OF UNDERSTANDING #2

BETWEEN: VARSTEEL LTD.

(hereinafter referred to as the "Employer")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

(hereinafter referred to as the "Union")

RE: ABSENTEEISM

The Employer and the Union are committed to a successful operation of the Employer's business. An economically viable Company is important to the Union because it enables the Union to enhance employment security and obtain fair wages.

In order to facilitate growth, maintain a high level of customer service, and the Company's edge in the industry, the Union recognizes the Employer's stated concern over absenteeism.

This letter will serve as a notice that when an employee has reached an absenteeism level that exceeds the average absenteeism of the plant that the Employer may request reason for the absence. If the employee does not improve, then he may be subject to discipline, up to and including discharge, providing the principles of progressive discipline are followed.

Should it be determined that the provisions of this Letter are being abused, then this Letter can be cancelled by either party with thirty (30) days' written notice.

Signed this 4th day of March, 2024

ON BEHALF OF THE UNION Varsteel Ltd. ON BEHALF OF THE UNION General Teamsters, Local Union No. 362 Lukas Fominov, Business Agent Hal Hills, MPC Branch Manager Steve Honer, Business Agent

Dave Hasley, Corporate Human Resources Manager