COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL 6500

UNITED STEELWORKERS

AND

LOCAL 895

CANADIAN UNION OF PUBLIC EMPLOYEES

(CLUBROOM AND HALL STAFF)

JANUARY 1ST, 2025 TO DECEMBER 31ST, 2029

SUDBURY, ONTARIO

Contents

ARTICLE 1 – PURPOSE 3
ARTICLE 2 – UNION RECOGNITION 3
ARTICLE 3 – SCOPE 3
ARTICLE 4 – MANAGEMENTS RIGHTS 4
ARTICLE 5 – NO DISCRIMINATION 4
ARTICLE 6 – UNION SECURITY 4
ARTICLE 7 GRIEVANCE PROCEDURE 5
ARTICLE 8 – ARBITRATION 7
ARTICLE 9 – SENIORITY 7
ARTICLE 10 – LOSS OF SENIORITY 8
ARTICLE 11 – JOB POSTING 8
ARTICLE 12 – SICK LEAVE WITH PAY 9
ARTICLE 13 – LEAVE OF ABSENCE 9
ARTICLE 14 – PAID HOLIDAYS 10
ARTICLE 15 – ANNUAL VACATIONS 11
ARTICLE 16 – HOURS OF WORK 13
ARTICLE 17 – OVERTIME 13
ARTICLE 18 SAFETY 13
ARTICLE 19 – BENEFIT AND PENSION PLANS 14
ARTICLE 20 – PAYMENT OF WAGES 14
ARTICLE 21 – SHIFT WORK 15
ARTICLE 22 – LAYOFF AND RECALL 15
ARTICLE 23 – DISCHARGE AND DISCIPLINARY ACTION 16
ARTICLE 24 – GENERAL 16
ARTICLE 25 COST OF LIVING ALLOWANCE 17
ARTICLE 26 – PENSIONS 18
ARTICLE 27 – WAGES 19
ARTICLE 28 – VALIDITY OF AGREEMENT 21
ARTICLE 29 – TERM OF AGREEMENT 21
SCHEDULE "A" – WAGE RATES 23
LETTER OF UNDERSTANDING 24
LETTER OF UNDERSTANDING 25

COLLECTIVE AGREEMENT

BETWEEN: THE UNITED STEELWORKERS
LOCAL 6500 C.L.C.
(hereinafter referred to as "The Employer")

OF THE FIRST PART

AND: THE CANADIAN OF UNION PUBLIC EMPLOYEES
LOCAL 895, C.L.C.
(hereinafter referred to as "The Union")

WITNESSETH: THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees; to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

1:02 It is agreed by the parties hereto that every covenant, proviso and Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their successors or assigns, and that all covenants herein shall be construed as being joint and several and when the context so requires or permits, the singular number shall read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

ARTICLE 2 – UNION RECOGNITION

2:01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by Article #3 – Scope – in respect to hours of work, wages and all other conditions pertaining to this Agreement.

ARTICLE 3 – SCOPE

3:01 This Agreement shall apply to all Employees as defined in the Certificate issued by the Ontario Labour Relations Board, dated at Toronto the 17th day of November 1965. This being all Employees of Local Union 6500, United Steelworkers at Sudbury, save and except Supervisors, persons above the rank of Supervisor and Office Staff.

3:02 The terms of the Agreement shall apply to all full time employees.

3:03 Exemption of other Employees or classifications from the provisions of the Agreement may be made by the Union on the merit individual cases.

3:04 Review of exemptions, granted by the Union in or under items 2 and 3 and 4 above, may be made by the Union at anytime where it is deemed necessary or advisable that an Employee or a classification be included under the terms of the Agreement, the date of such inclusion shall be set by mutual Agreement.

ARTICLE 4 – MANAGEMENTS RIGHTS

4:01 The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the Employer, subject to the terms of this Agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner as set out in Article 5.

ARTICLE 5 – NO DISCRIMINATION

5:01 There shall be no discrimination by the Employer or its agents against any Employee in the matter of sex, marital status, race colour, religion or creed, political affiliation or age or as defined by any federal or provincial law.

ARTICLE 6 – UNION SECURITY

6:01 All Employees of the Employer who come within the unit to which this Agreement applies, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Union shall be the sole judge of the good standing of its members. All future Employees of the Employer shall, as a condition of employment, become and maintain membership in the Union.

6:02 The Employer agrees to deduct dues or assessments levied from the earnings of each Employee of the Unit in the amounts certified by the Union to be currently in effect according to its Constitution and By-Laws and remit the sums so deducted to the Treasurer of the Union no later than the 15th day of each month and include with each remittance a statement showing the names of the Employees from whom the monthly dues and/or assessments were deducted. Such statements shall include the total gross wages excluding overtime premiums paid during the period for all Employees.

6:03 The Employer agrees to acquaint new full time Employees with the terms of this Article 6 and present each Employee with a copy of this Agreement on commencement of employment.

6:04 The Employer agrees to provide to the Local Union, upon request, the name, address and telephone number of the Employees defined by this Collective Agreement providing that the Employee agrees to the request.

6:05 Persons whose jobs paid or unpaid who are outside of the bargaining unit shall not be hired to perform work normally performed by bargaining unit employees, which results in the loss of employment or layoff of bargaining unit employees.

It is understood that the term "persons" includes contractors, volunteers, non-union employees, Co-op students or individuals under government grants or under the Ontario Works placements.

ARTICLE 7 – GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or wherein allegation is made that this Agreement has been violated or any complaint by an Employee, an earnest effort shall be made to settle the matter. If the dispute is not resolved by discussion, the aggrieved Employee shall submit the grievance on standard Union grievance forms in writing to a Shop Steward, then the Grievance Procedure shall be followed in the following Steps:

STEP #1

If the Shop Steward of the Union considers the grievance to be justified, the grievance will be forwarded to the Employer who shall set a time and place where the Employee concerned, together with his Steward and/or a Representative of the Union, shall meet with the designated Representative(s) of the Employer in an effort to settle the grievance. A time limit of five (5) working days shall be allowed the Employer from the date of service of the grievance until the time and place for dealing with the grievance in this Stage.

STEP #2

Failing settlement in Step #1, the grievance shall move to Step # 2 and within ten (10) days after the issuance of the decision in Step #1, the Employer shall set a time and place to meet with the Grievance Committee of the Union in an effort to settle this grievance. Failing to reach a settlement at this Stage within fourteen (14) calendar days of its referral to Step #2, the matter may be referred to Arbitration.

7:02 GENERAL GRIEVANCE

Any difference arising between the Employer and the Union concerning the interpretation or violation of any of the terms or provisions of this Agreement may be submitted by either Party to the other at Step #2 of the Grievance Procedure.

7:03 WAGE GRIEVANCE

When a grievance which affects an Employee's rate of pay is settled in his favour, it shall be made retroactive to the time the grievance occurred, provided the grievance was filed within thirty (30) days of the pay period involved.

7:04 DISCHARGE CASES

If an Employee be discharged and if he believes he has been unjustly discharged, or if the Union considers an Employee to be wrongfully discharged, the grievance may be taken up at Step #2 of the Grievance Procedure if presented in writing to the Employer with seven (7) days after the date of discharge. If it should be settled in the favour of the Employee he shall be reinstated and paid his wages at this regular basic rate for all lost time, less monies earned by other employment "or by any other arrangement which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration if such matter is referred to the Board."

7:05 TIME LIMITS

The time limits fixed in the Grievance Procedure and Arbitration may be extended by consent of the Parties to this Agreement.

7:06 WITNESSES

At any Stage of the Grievance or Arbitration Procedure, the Parties, at their expense, may have the right to summon such witnesses as they may deem advisable in order to present their case and have access to any part of the Employer's premises to view any condition which may be relevant to the grievance.

7:07 AUTHORITY

The Employer, together with the Grievance Committee of the Union, shall have the authority to settle a grievance in such a way as they mutually agree upon, irrespective of the working of the grievance.

ARTICLE 8 – ARBITRATION

8:01 The duly authorized Representatives of both Parties shall meet on the written Party to discuss any differences or disputes which may arise with regard to the interpretation, application or alleged violation of this Agreement. These Representatives shall attempt to resolve such differences, and if same is not resolved within thirty (30) days, same can be referred to Arbitration.

8:02 When either Party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail, addressed to the other Party of the Agreement indicating the name of its nominee on an Arbitration Board, within fourteen (14) days thereafter the other Party shall answer by registered mail indicating the name and address of its Appointee to the Arbitration Board. The two Arbitrators shall then select an impartial Chairman.

The compensation of the third member shall be borne equally by the Employer and the Union.

If the recipient of the notice fails to appoint an Arbitrator or if the two Appointees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour upon request of either party.

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discharge, suspension, or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

ARTICLE 9 – SENIORITY

Both Parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications.

9:01 Seniority is preference or priority measured by length of service accumulated from the date of entering service with the Employer. The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on or before October 31st showing the seniority of each Employee as of October 1st of each year.

9:02 Newly hired Employees shall be considered on a trial basis for a period of four (4) months from the date of hiring, except for wages and hours of work, probationary Employees shall not be subject to this Agreement.

After completion of the trial period, seniority shall be effective from the original date of employment.

9:03 If an Employee is absent from work because of sickness or leave of absence approved by the Employer, he shall not lose seniority rights.

ARTICLE 10 – LOSS OF SENIORITY

10:01 An Employee shall lose his seniority and his employment shall be terminated if:

1) A voluntary resignation is submitted.
2) Discharged for just cause.
3) Absent without leave or just cause for a period exceeding seven (7) days.
4) Failing to report to work within fourteen (14) days after the receipt of a notice to return to work after a layoff.

Seniority rights will expire if his or her layoff exceeds his or her recall rights listed below.

Employees who are subject to layoff shall retain their recall rights for a period of twenty four (24) months.

ARTICLE 11 – JOB POSTING

11:01 Ten (10) days prior to filling any full time or limited position within a department covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's office, shops and on all bulletin boards for a minimum of five (5) working days in order that all members in the Bargaining Unit will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage rates.

11:02 A limited classification shall mean a classification which is for a limited duration, not exceeding three (3) months or such longer period as may be mutually agreed upon between the Employer and the Union.

11:03 The notice of posting with regard to limited classifications, will indicate estimated probable duration.

11:04 Regular Employees filling limited classification shall, on termination of such classification, revert to classification and grade held immediately preceding selection.

11:05 In the event that any new positions are established, the rates of pay and work schedules will be subject to negotiations between the Employer and the Union.

ARTICLE 12 – SICK LEAVE WITH PAY

12:01 Full time Employees shall be allowed twelve (12) days sick leave with pay after completing one (1) year of continuous service. Each Employee who completed an additional year shall, on the anniversary date of his employment, be entitled to twelve (12) more days of sick leave.

Each Employee shall be entitled to accumulate up to one hundred (100) days. There will be a cash payout of sick leave on termination, retirement or layoff.

12:02 Should absence be caused by sickness and accident, an Employee may be required to produce a certificate from a duly qualified medical practitioner or a licentiate of dental surgery certifying that such Employee was unable to carry out his duties during the period of his absence from work.

12:03 In the case of extended illness, and after having exhausted the provisions of Article 12:01, Employees shall be entitled to receive a rate equal to the maximum unemployment insurance rate payable at the time of illness, not to exceed four (4) weeks in any one year or until such Employees become entitled to sickness and accident insurance benefits, whichever occurs first.

ARTICLE 13 – LEAVE OF ABSENCE

13:01 The Employer agrees that Representatives of the Union shall be allowed to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance; they shall suffer no loss of pay for the time so spent.

13:02 Leave of Absence, not exceeding twenty-one (21) days, without loss of seniority, shall be granted, upon request to the Employer, to Employees elected or appointed to represent the Union, but at no time will more than one Employee have leave at one time.

13:03 An Employee shall be granted five (5) days' leave without loss of pay in the case of death of a wife or bona-fide common-law spouse, husband, son, or daughter. An Employee shall

be granted three (3) days' leave without loss of pay in the case of death of a parent, brother, sister, mother-in-law, father-in-law and grandparent. In case of death of other relations, an Employee shall be granted three (3) days' leave of absence without pay. If additional leave is required and requested, the additional time may be granted by the Employer without pay.

13:04 Should an Employee be required to report for jury duty on his regular working day and produces a statement that he did so report, he will be paid the difference between his regular rate and the jury duty pay received by him for normal days.

13:05 Any Employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed during his term of office upon the request of the Union.

13:06 The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for a good and sufficient cause; such request to be in writing and approved by the Employer.

ARTICLE 14 – PAID HOLIDAYS

14:01 All Employees, within the scope of this Agreement not required to work, shall be paid a normal day's pay at their regular rate for each of the following paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
National Truth and Reconciliation Day	

And a one day floating holiday in each year of the agreement; the date to be the same as agreed to by Local 6500. Date: January 1st to December 31st.

14:02 Employees called upon to work on any of the holidays provided for in this Article shall be paid their regular day's pay, plus time and one half their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours' pay for four (4) hours' work or less.

14:03 Employees not required to work, in order to qualify to be paid for a paid holiday, must work their regular scheduled shift before and after such holiday unless said Employee be on vacation or sick leave of absent for five (5) days or more. An Employee who has not

worked in the sixty (60) day period immediately preceding any Statutory Holiday outlined in Article 14:01 shall not be entitled to compensation hereunder.

14:04 Part-time Employees shall be paid at time and one-half for hours worked on the above paid holidays.

ARTICLE 15 – ANNUAL VACATIONS

15:01 Employees, upon termination, with less than one year's service with the Employer, will be entitled to vacation with pay in accordance with the Employment Standards Act.

15:02 All Employees with one year or more continuous service will be entitled to two (2) weeks annual vacation with pay at the rate of four percent (4%) of their previous yearly gross earnings or a week's regular salary for each week of entitlement whichever is the greater.

15:03 All Employees with four (4) years or more continuous service will be entitled to three (3) weeks annual vacation with pay at the rate of six percent (6%) of their previous yearly gross earnings or a week's regular salary for each week of entitlement whichever is the greater.

15:04 All Employees with ten (10) years or more continuous service will be entitled to four (4) weeks annual vacation with pay at the rate of eight percent (8%) of their previous yearly gross earnings or a week's regular salary for each week of entitlement whichever is the greater.

15:04(a) All Employees with fifteen (15) years or more continuous service will be entitled to five (5) weeks annual vacation with pay at the rate of ten percent (10%) of their previous yearly gross earnings or a week's regular salary for each week of entitlement whichever is the greater.

15:04(b)All Employees with thirty (30) years or more continuous service will be entitled to six (6) weeks annual vacation with pay at the rate of ten percent (12%) of their previous yearly gross earnings or a week's regular salary for each week of entitlement whichever is the greater.

15:05 All Employees shall be granted the vacation period at such time as may be mutually agreed upon by the Employer and the Employee. Preference in choice of vacation dates shall be determined by seniority of service.

15:06 Each Employee that is granted vacation with pay will receive two hundred dollars ($200.00) per week of regular vacation.

15:07 SPECIAL EXTENDED VACATIONS

It is the Employer's intention to provide five (5) weeks of Special Vacation with pay for Employees who have completed five (5) or more years of continuous service and an additional five (5) weeks of Special Vacations with pay upon completing each additional five (5) year period of continuous service. Consequently, the following provisions shall apply during the life of this Agreement:

a) Each Employee who has completed five (5) or more years of continuous service shall become entitled to five (5) weeks of Special Vacation with pay in addition to all vacation with pay to which he is entitled under the provisions of Article 15 of this Agreement.

b) All other Employees, upon completing their first five (5) years of continuous service during the currency of this Agreement, shall thereupon similarly become entitled to five (5) weeks of Special Vacations with pay.

c) Should an Employee, who is entitled to any Special Vacation with pay, fail for any reason to take the same within five years after becoming entitled thereto or should he retire or otherwise cease to be employed by the Employer or die before taking the same, the Employer will, in lieu of granting such Special Vacation, pay to such Employee or to his Estate should he have died, the Special Vacation pay to which he would have been entitled if he had taken such Special Vacation immediately prior to the fifth anniversary of his becoming entitled thereto immediately prior to the cessation of his employment with the Employer, or immediately prior to his death as the case may be.

d) The allocation of regular vacation with pay under the provisions of Article #15 hereof shall have priority over the allocation of Special Vacations hereunder.

e) In order to minimize interference with the normal operations of the Employer, Special Vacations will be granted only at such time and in such amounts as the Employer in its sole discretion may determine, but subject thereto, due consideration will be given to the wishes of the individual Employee. It is anticipated that, in most cases, an Employee's Special Vacation will be taken within the five (5) year period following the date on which he becomes entitled to it and it is hoped early in that period.

DEFINITION: - Continuous service wherever in this Article in expression "continuous service" is used, it shall mean the date of last hiring, provided that in the case of each Employee where date of employment is more than one (1) year prior to the second January 2nd which occurs during his employment, the second anniversary of his employment and all subsequent anniversaries thereof shall for the purpose of this Article be deemed to be January 2nd in each year.

ARTICLE 16 – HOURS OF WORK

16:01 The normal hours of work for all full time Employees shall be eight (8) hours per day; forty (40) hours per week, subject to such schedules that may be set.

16:02 The normal hours of work for all Employees filling positions rated at less than full time shall be as arranged by the Employer and the Union.

16:03 The Employer shall set forth the working schedules of each Department. Such schedules shall be deemed to constitute part of this Agreement.

16:04 In the event of an Employee starting work in any day and being sent home for lack of work before he has completed four hours, he shall be paid for four hours at his regular rate.

16:05 All Employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of each shift, the time of such rest periods will be arranged so there is no interference of efficiency of operations.

ARTICLE 17 – OVERTIME

17:01 All time worked beyond the normal working day shall be on a voluntary basis and shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half the regular rate.

17:02 Overtime shall be divided equally among the Employees engaged in similar types of operations and who are qualified to perform the work that is available.

17:03 There shall be no overtime worked in any operation while there are Employees on layoff in the same or similar type of operations qualified and available to perform the available.

ARTICLE 18 – SAFETY

18:01 An Employee prevented from performing his regular work with the Employer on Account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive, from the Employer, the difference between the Compensation Award and his normal wages for a period of ninety (90) days.

18:02 An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay provided that a doctor states that the Employee is unfit for further work on that shift.

18:03 Initial transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident during working hours shall be at the expense of the Employer.

ARTICLE 19 – BENEFIT AND PENSION PLANS

19:01 All Employees shall be covered by the provisions of the Workplace Safety and Insurance Board (WSIB).

19:02 The Employer agrees to contribute one hundred percent (100%) of the premium for all full time Employees in accordance with the provisions of the various plans:

a) Canada Pension Plan.
b) Greenshield – supplementary (semi-private) Plan.
c) Dental Plan 12-22-21 current ODA with a one (1) year lag.
d) $55,000 Life Insurance effective January
e) Sickness and Accident Insurance
f) Greenshield Drug Plan - .35 deductible
g) Greenshield Vision Plan - $275.00 maximum every 24 months + $75.00 every 2 years towards eye exam
h) Physiotherapy Coverage (employee only) to a maximum of $500.00 per calendar year (effective upon ratification)

19:03 In the case of absence for illness, the Employer shall continue payment of premiums for a maximum of three (3) years from commencement of illness.

In the event of early retirement, the Employee will maintain benefits for four (4) years or age 65, whichever comes first.

ARTICLE 20 – PAYMENT OF WAGES

20:01 The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

20:02 On each pay day, each Employee shall be provided with an itemized statement of his wages and deductions.

20:03 Employees proceedings on annual vacation shall receive all wages and holiday pay due them up to and including the nearest pay period immediately preceding the said vacation period.

20:04 Employees shall be paid in sufficient time so that they may proceed to the nearest bank in order to cash their cheque prior to the closing of banking hours on each pay day.

20:05 CHRISTMAS BONUS

Each Employee of the employer, who has three (3) months or more continuous service with the Employer as of the 15th day of December in each year, shall be entitled to and receive a Christmas bonus in the amount of $75.00.

ARTICLE 21 – SHIFT WORK

21:01 In recognition of the undesirable features of shift work, the Employer shall pay a premium of twenty-five (.25) cents per hour in addition to the regular rate of Employees working the afternoon shift and forty (.40) cents per hour in addition to the regular rate for Employees working the graveyard shift. This shift premium to apply for all hours worked on any shift other than the usual day shift.

21:02 Seniority shall determine shift schedule preference subject only to ability to perform the job requirements.

ARTICLE 22 – LAYOFF AND RECALL

22:01 In the event of a layoff, Employee(s) shall be laid off in reverse order of their seniority. Employees with recall rights shall be recalled in order of their seniority providing they are qualified to do the work.

An Employee shall be given fourteen (14) calendar days to report back to work after the mailing of notification by registered mail to his last address communicated by him to the Employer, unless through sickness or a just cause, and notice of the same shall be forwarded to the Employer. No new Employee will be hired until those laid off have been given an opportunity to report to work. Recall rights (revert to Article 10, Section 10:01).

22:02 The Employer shall notify all Employees who are to be laid off in accordance with the provisions of the Employment Standards Act. If the Employee laid off has not had the opportunity to work the period of notice of layoff, as specified in the Employment Standards Act, he shall be paid in lieu of work for that part of the notice during which work was not made available to him.

22:03 No employee in the Bargaining Unit shall be laid off as a direct result of contracting out.

ARTICLE 23 – DISCHARGE AND DISCIPLINARY ACTION

23:01 The Employer shall not discharge an Employee without prior warning unless the circumstances justify immediate discharge.

23:02 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.

23:03 In the event of a claim that an Employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the Grievance and Arbitration Procedure provided in this Agreement.

23:04 Except for reductions in staff, the Employer shall not discharge an Employee unless the work has proved unsatisfactory, unless the circumstances justify immediate discharge.

23:05 Any warnings, suspension or discharge will be given the Employee in writing.

23:06 Warnings (but not suspensions) for absence without leave or failing to notify the Employer of intended absence shall be removed from an Employee's record and shall be disregarded in determining discipline for subsequent infractions of a like nature if after three (3) calendar months there is no repetition of such notice.

23:07 Any other warning (but not suspension) shall be removed from an Employee`s record and shall be disregarded in determining discipline if in the six (6) months following such warning there is no further misconduct. In any event, a warning (but not a suspension) shall be removed from an Employee's record and shall be disregarded in determining discipline twelve (12) months after the issuance of such warning.

23:08 A suspension notice shall be disregarded in determining discipline eighteen (18) months after the issuance of such suspension.

ARTICLE 24 – GENERAL

24:01 The Employer shall supply all tools and equipment and cleaning materials required to perform the duties assigned Employees.

24:02 Where the Employer requires to be in uniform while on the job, such uniform will be supplied by the Employer at no cost to the Employee.

24:03 The Employer agrees to provide the maintenance man with a working uniform.

24:04 The Employer agrees that no work presently performed or hereafter assigned to the Collective Bargaining Unit will be sub-contracted, transferred, leased, assigned or

conveyed in whole in part to any other person, company or non-unit employee, but the Hall Supervisor shall be exempt from this clause.

24:05 Proper accommodation shall be provided for Employees to have their meals and keep their clothes.

24:06 The Employer shall provide bulletin boards, upon the request of the Union, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

ARTICLE 25 – COST OF LIVING ALLOWANCE

25:01 A cost of living allowance will, if applicable, be paid to each Employee as set out below. This allowance will be based on the Consumer Price Index (all items – base, 1971 = 100) published by Statistics Canada (also referred to as the C.P.I.) and will be calculated as follows:

a) The C.P.I. published for October **2024** shall be compared with the C.P.I. published for January 2, **2025** and effective the pay period immediately following the publication of the January **2025** C.P.I., the allowance shall be one cent (.01) for each zero point three five (0.35) point increase by which the January **2025** C.P.I. exceeds the October **2024** C.P.I.

b) Such allowance, if any, shall continue until the publication of the C.P.I. for April **2050,** at which time the April **2025** C.P.I. shall be compared with the C.P.I. published for January **2025** and effective the pay period immediately following the publication of the April **2025** C.P.I., the allowance will be adjusted by one cent (.01) for each zero point three five (0.35) point increase by which the April **2025** C.P.I. exceeds the January **2025** C.P.I.

c) A similar comparison and adjustment shall be made thereafter on the basis of the C.P.I. published every three (3) months apart during the remainder of the terms of this Agreement.

d) If there is a decrease in the C.P.I. on the basis of the quarter to quarter comparison, the allowance shall be adjusted downward by using the formula mentioned above, but an Employee's applicable hourly rate shall not be affected by any downward adjustment if portion downgraded is rolled in.

e) Present COLA (.63¢) will be rolled in to the base rate effective January 1, **2025.** The COLA accumulated from January 1, **2025** to December 31, **2025** will be rolled in to the base rate effective January 1, **2026.** The COLA accumulated from January 1, **2026** to December 31, **2025** will be rolled in to the base rate effective January 1, **2027.** The COLA accumulated from January 1, 2027 to December 31, 2027 will be rolled in to the base rate effective

January 1, 2028. The COLA accumulated from January 1, 2028 to December 31, 2028 will be rolled in to the base rate effective January 1, 2029

f) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in Consumer Price Index published by Statistics Canada.

g) The continuance of the cost of living allowance shall depend upon the availability of the C.P.I. calculated on its present basis and in its present form.

ARTICLE 26 – PENSIONS

The Employees covered by this Agreement shall, effective January 1, 1976, be enrolled in a Canada Wide Industrial Pension Plan (otherwise referred to as CWIPP). The Employer agrees to purchase past service credits for all members of the bargaining unit.

Effective January 1, 1993, the pension benefits upon normal retirement or disability retirement shall be thirty dollars ($30.00 x YEWPS) per month multiplied by the total service units credited. Each service unit is equivalent to 1,800 hours (45 weeks) in the service of the Employer.

The Employer will, during the terms of this Agreement and subsequent renewal thereof, contribute to CWIPP the contribution amount necessary to provide the above benefits.

As of January 1, 1976, it will be necessary for an Employee to accrue ten (10) service credits before eligible to qualify for pension.

Mr. Michael Stack's contributions will be terminated as if he was no longer an Employee. C.W.I.P.P. will send Mr. Stack's benefit level to him in the form of an R.R.S.P.

The Employer will establish an Employer paid R.R.S.P. payable no sooner than age 55 on the following basis:

In the event that an Employee retires prior to the termination of this Agreement, the Employer will pay the remaining instalments on the date of retirement or the equivalent cost per hour to CWIPP.

The Employer will deposit into the Employee's R.R.S.P., payable at age 55, the sum of thirteen (13) percent of the Employee's previous years gross income starting January 1st, 2003 and every subsequent January 1st thereafter.

The employer agrees to pay one (1) week pay per year of service with a maximum of $10,000.00 upon three (3) months if permissible of pre-retirement notice after age 54.

ARTICLE 27 – WAGES

27:01 Attached hereto and forming an integral part of this Agreement is the following Schedule:

Schedule 'A' – Employees Wage Rates

** wage rates for all Employees shall be as per Schedule 'A' attached hereto.

27:02 Employee Bonus Plan (EBP)

This will confirm our agreement with respect to the payment of a new Employee Bonus Plan (EBP) to employees. Employees will be eligible to receive in each year, EBP payments totalling up to twenty-five (25%) percent of the employee's "AIP period earnings" (as defined below). The Employee Bonus Plan has two (2) components: the "Quarterly Bonus Component" and the "Annual Bonus Component" as set out below:

1. Quarterly Bonus Component:
The Quarterly Bonus Component represents up to seventy-five (75%) percent of the bonus in each year. In the second pay period following the reporting of the quarterly results for the periods ending March 31st, June 30th, September 30th and December 31st, employees will be paid the greater of:

a) The Nickel Price Bonus (NPB) as described below;

b) The earnings based compensation (EBC) as described below;
To a maximum of seventy-five (75%) percent of twenty-five (25%) percent of the employee's applicable hourly rate on the last day of the quarter multiplied by the regular non-overtime hours worked by the employee and vacation hours in the quarter.

NPB

For the purpose of the foregoing, the NPB attributable to an employee shall be calculated in the following manner:

a) The NPB will be based on the averaged realized price per pound of nickel in US dollars, including intermediated, published by the Company in its Quarterly Reports for periods ending March 31st, June 30th, September 30th, and December 31st (hereinafter called the "Average Realized Price").

b) If the Average Realized Price for any Quarter in which the Company has net earnings is equal to the Trigger Price, the NPB for each employee will be equal to the number of hours worked by him in that Quarter multiplied by ten cents (100)

Canadian. If the Averaged Realized Price exceeds the Trigger Price, the multiplier used to calculate the NPB will be increased by one cent (10) Canadian for each one cent (10) US by which the Average Realized Price exceeds the Trigger Price.

c) The Trigger Price as of the date of ratification is three dollars and seventy-five cents (US 3.75)

EBC

For the purpose of the foregoing, EBC attributable to an employee shall be calculated in the following manner:

a) EBC will be based on the Operating Earnings of the Ontario Operations of the Company published/reported in US dollars by the Company quarterly (the Operating Earnings) for the periods ending in March 31, June 30, September 30 and December 31 in each year;

b) If the Ontario Operations of the Company has Net Pre-Tax Operating Earnings for the quarter that are positive and the payment of the Quarterly Bonus Component for the quarter will not put Net Pre-Tax Operating Earnings at zero or below zero, the EBC attributable to an employee is: for every $10 million in Operating Earnings published/reported in a quarter, 25 cents for each hour worked by the employee, including regular vacation, in that quarter (the Ratio) if the quarterly Operating Earnings are greater or lesser than $10 million, the amount attributable to the employee will be adjusted using the Ratio. By way of example, if the Operating Earnings for the quarter are $53.5 million and the employee works 475 hours in the quarter, the EBC attributable to the employee for that quarter will be 475 x 5.35 x $.25 = $635.31 Canadian.

2. Annual Bonus Component

The annual bonus component represents up to twenty-five percent (25%) of the Employee Bonus in each year and is the part of the Vale S.A. Annual Incentive Plan ("AIP") in effect from time to time, that is based upon the Corporate Performance Factor:

a) The Corporate Performance Factor is the rating announced by Vale S.A. that represents how it has performed during the AIP period.

b) The Annual Incentive Plan period (AIP) period is January 1 to December 31.

c) Regular full-time employees who have completed at least one full calendar month of employment in the AIP period are eligible to participate in the Annual Bonus Component.

d) In the month following the publication by Vale S.A. Of its Annual Corporate Performance Factor, all eligible employees will receive their Annual Bonus Component calculated as follows:

i. The Corporate Performance Factor will be multiplied by twenty-five (25%) percent of the employee's AIP period earnings as defined below. This number will in turn be multiplied by twenty-five (25%) percent which represents the maximum Employee Bonus payable in any year under the Annual Bonus Component.

ii. The "AIP Period earnings" means the employee's applicable hourly rate on the last day of the AIP period multiplied by the regular non-overtime hours worked by the employee and his/her vacation hours in the AIP period.

ARTICLE 28 – VALIDITIY OF AGREEMENT

In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law herein before or hereinafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

ARTICLE 29 – TERM OF AGREEMENT

29:01 The Agreement shall be in effect from the first day of January 1, 2025 and shall remain in effect for a period of **five (5)** years and unless either Party gives to the other Party a written notice of termination or a desire to amend this Agreement as set forth in paragraph 2 of this Article, then it shall continue in effect for a further year without change and so on from year to year thereafter.

29:02 Notice that amendments are requested or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty days (30) prior to the expiration date of this Agreement or any anniversary date of such expiration date.

29:03 If notice of amendments or termination is given by either Party, the other Party shall meet for the purpose of negotiations within a period of sixty (60) days prior to the termination of this Agreement as above described.

DATED: March 24, 2025

SIGNED ON BEHALF OF

LOCAL 6500,
UNITED STEELWORKERS

LOCAL 895, CANADIAN UNION OF PUBLIC EMPLOYEES

SCHEDULE "A" – WAGE RATES

Jan. 1, 2025
50 cents

Jan. 1, 2026
35 cents

Jan. 1, 2027
35 cents

Jan. 1, 2028
35 cents

Jan. 1, 2029
35 cents

Effective upon ratification: One time signing bonus of $1000.00

Maintenance Man	$33.50	Jan 1/25 $34.00 – Jan 1/26+ $34.35– Jan 1/27 $34.70 Jan 1/28 $35.05 – Jan 1/29 $35.40
Office Cleaner	$17.78	Jan 1/25 $18.78 – Jan 1/26 $18.53– Jan 1/27 $18.88 Jan 1/28 $19.23 – Jan 1/29 $19.58

LETTER OF UNDERSTANDING

BETWEEN

UNITED STEEL WORKERS, LOCAL 6500

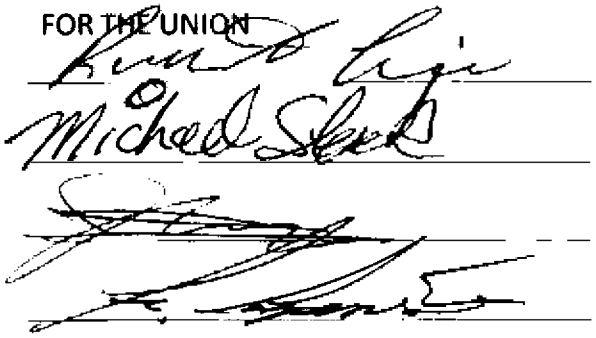
AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 895

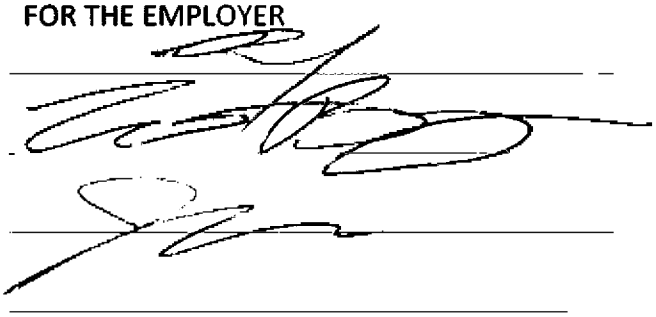
When the Union and the Employer are made aware of a new hire or a full time employee's retirement or leaving his position, the Union agrees to revisit the terms of the Pension Plan, vacations, sick days and the employee bonus.

The Union and the Employer will have a discussion on the matter within 90 days of the employee's departure or the new hire.

FOR THE UNION



FOR THE EMPLOYER



Date: March 26 / 2025

LETTER OF UNDERSTANDING

BETWEEN

USW LOCAL 6500

AND

CUPE LOCAL 895

The parties agree that in the event that the COPE Local 343 bargaining unit negotiates superior benefits, the same benefits will be applied to this Collective Agreement.

Dated this day of March 26/2025

FOR CUPE

FOR USW

*It is understood by both parties that this LOU only pertains to the active working member and does not pertain to any Retirement Benefits.

lc/cope491