

# **A G R E E M E N T**

Between

**SCHNITZER STEEL PRODUCTS CO,**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 48**

**January 2, 2022 to January 1, 2025**

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## AGREEMENT

Between

SCHNITZER STEEL PRODUCTS CO.

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 48

### PREAMBLE

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January 2022 by and between SCHNITZER STEEL PRODUCTS CO, hereinafter called the "Employer" and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 48, hereinafter called the "Union".

WITNESSETH:

### ARTICLE 1 SCOPE OF AGREEMENT

This Agreement shall cover all electrical production repair and maintenance employees and shall apply to all work and activities of the Employer at all property owned and/or controlled by the Employer connected within the Portland, OR Scrap Recycling Yard located at 12005 North Burgard Way, Portland, OR and all plant equipment and all auxiliary equipment used in conjunction therewith.

### ARTICLE 2 SUBCONTRACTING

The Agreement of the parties with respect to the subject of subcontracting shall be that whenever the Employer subcontracts work covered by Article 1 of this Agreement, to be performed on or off the Employer's premises, then persons performing such work shall receive not less than the wage and conditions provided for in this Agreement.

### ARTICLE 3 NON-DISCRIMINATION, RECOGNITION, UNION SECURITY, HIRING

Section 3.1 The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of age, race, religion, color, gender, national origin, physical or mental disability not related to job performance, ancestry, or any other protected class determined by state or federal law and hereby declare their acceptance and

support of such laws. This shall apply to a hiring, registration for employment, placement for employment, training, rates of pay or other forms of compensation, layoff or termination, and application for admission to union membership.

The Employer and the Union shall continue to comply with all Federal and State Equal Employment Opportunity laws and not to discriminate against any employee because of race, color, sex, religion, national origin, veteran status or disability. Reference in the contract to one gender shall automatically refer to the opposite gender.

### Section 3.2 RECOGNITION

The Employer recognizes the I.B.E.W., Local 48 as set forth in the Preamble and signatory hereto as the sole collective bargaining agent for all of its employees covered by this Agreement and employed on work covered by the "Scope of Agreement."

### Section 3.3 UNION SECURITY

a) Employees included in the bargaining unit covered by this Agreement who are members of the Union as of the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

b) Employees hired after the effective date of this Agreement shall apply for membership in the Union the thirty-first (31st) day following the beginning of such employment and all employees who are accepted into membership in the Union shall maintain their membership in the Union as a condition of their employment.

c) The Employer, upon written request of the Union, shall discharge any employee who, within two (10) working days after receipt of such notice, fails to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing in the Union.

### Section 3.4 HIRING

a) The Employer agrees that when additional employees are required, the Local Union will be given as much advance notice as possible, but not less than twenty-four (24) hours so that the Union may have a reasonable opportunity to refer applicants for employment. The period of notice will commence when the appropriate Union receives such notice by telephone from the Employer. Such notice, including the number and qualifications of the employees required, shall be given by the Human Resource Department or other designated representatives of the Employer. The Union agrees that it will, upon the request of the Employer, refer experienced workers for consideration when available to the Employer for the classifications covered by this Agreement.

b) The Employer retains the right to reject applicants referred by the Union. The Employer may discharge, any employee for just and sufficient cause. The employer agrees to notify the Union in writing of the name or any former employee or employees not eligible for rehire. The "not eligible for rehire letters" sent to the Unions will be annually upon request of the Union.

c) If the Employer hires persons other than those referred by the Union, he shall advise the Local Union within two (2) working days after such person is hired as to the name, address, date of hire,

classification and rate of pay of such employee. The same information shall be furnished in writing by the Employer to the Local Union within forty-eight (48) hours after the termination of such employee.

#### Article 3.5 MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its business, including but not limited to establish and require standards of performance to maintain order and efficiency; to direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to determine staffing levels; to select, hire, assign, promote, transfer employees; to discipline, demote, or discharge employees for just cause; to lay-off and recall employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement. Any claim that the Employer has exercised such rights and power contrary to the provisions of this Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union Security provisions contained herein.

#### ARTICLE 4 WORKING FOREPERSON/LEADPERSON

Section 4.1 Working Forepersons/Leadpersons in all departments shall be selected from the craft with a view of their ability and shall be Journeymen members of the Union.

Section 4.2 The compensation for working Foreperson/Leadperson shall be as set forth in Schedule "A".

Section 4.3 Working Foreperson/Leadperson and Journeymen will be allowed to complete a job or work assignment started which continues into or requires overtime work. The intention of the parties signatory to this Agreement is to continue to use Foreperson or the immediate Supervisor, Leadperson, or Journeymen already assigned in the completion of work which extends into overtime periods, except in emergency situations.

It is the intention of the Employer not to eliminate the classifications of Leadman and to substitute salaried personnel for such classifications. Salaried foremen shall not work with the tools except in case of emergency.

#### ARTICLE 5 STANDARD DAY SHIFT HOURS

Eight hours within an eight and one-half (8 1/2) hour period, or ten (10) hours per day within a ten and one-half (10) hour period shall constitute a day's work. Five consecutive days, or four consecutive days, Monday through Saturday, shall constitute a week's work. Day shift shall be between the hours of 7:45 a.m. and 4:15 p.m. The employer shall be permitted to adjust the starting hours of any shift by up to two (2) hours in order to meet operational needs. Employees shall be given no less than twenty-four (24) hours notice prior to any change of starting time. Such shift change shall be for no less than a two (2) week duration, unless the shift requirement ends, or by mutual agreement.

#### ARTICLE 6 SHIFTS

Section 6.1 Shift work shall be permitted in all classifications, without restrictions, on the following basis:

a) The regularly established starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour work day period. When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time, and after the regular quitting time, of the shift on which the employee is regularly employed.

b) Employees transferred from one shift to another, unless relieved from work at least seven and one-half (7 1/2) hours before starting their new shift, shall be paid the overtime rates for the first such shift worked.

c) If an employee works the "first" or regular daylight shift within the same twenty-four (24) hour work day period, he/she shall receive double time for the first such "third" shift worked. The twenty-four (24) hour work day period mentioned herein shall be the twenty-four (24) hour period commencing with the starting time for the day shift.

d) No employee shall be transferred from his/her regular assigned shift to another shift more than once in a work week; however, he/she may be returned to his/her regular assigned shift. This shall not apply in an extreme emergency or where there is a shortage of manpower. Any violation to this section shall entitle the employee to the overtime rate for the first such shift worked.

e) Employees required to work overtime past the quitting time of their regular shift, unless relieved from work at least a full shift as set forth herein before starting to work on their next regular shift, shall be paid the overtime rate for such shift.

#### Section 6.2 FIRST OR REGUALR DAYLIGHT SHIFT

An eight and one-half (8 1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

#### Section 6.3 SECOND SHIFT

Second shift shall be comprised of an eight (8) hour period less thirty (30) minutes for meals on the employer's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in "Schedule A", plus second shift differential of \$0.75 per hour. By mutual agreement the swing shift may start earlier, but not earlier than 12 noon.

#### Section 6.4 THIRD SHIFT

Third shift shall be comprised of a seven and one-half (7 1/2) hour period less thirty (30) minutes for meals on the employer's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in "Schedule A", plus third shift differential of \$1.00 per hour.

### ARTICLE 7 WAGE SCALES

Section 7.1 Employer agrees to pay to its employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various classifications set forth and contained in "Schedule A" of this agreement.

### ARTICLE 8 OVERTIME

#### Section 8.1

a) Employees working a five (5) day, eight (8) hour shift schedule will receive overtime at the time and one-half rate for all work performed over eight (8) hours and up to ten (10) in any one day. Employees working a four (4) day, ten (10) hour shift schedule will receive overtime at the time and one-half rate for all hours worked over forty (40) in a work week. All work performed over ten (10) hours in any one day and all work performed on Sunday or on a holiday shall be paid at double the regular rate of pay for employees on either shift schedule.

b) Employees required to work extended hours will receive lunch breaks, rest breaks, and will be relieved from duty in accordance with the current state wage and hour guidelines.

c) Employees required to work overtime past the quitting time of their regular shift, unless relieved from work at least seven and one-half (7 1/2) hours before starting to work on their next regular shift, shall be paid the overtime rate for such shift.

#### Section 8.2 LUNCH PERIODS

a) Employees working overtime shall receive a period of thirty (30) minutes on Employer's time every four (4) hours.

b) The foregoing shall not apply to the noon day lunch period on Saturdays, Sundays and holidays.

c) An employee required to work during his regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat his lunch on the Employer's time.

### ARTICLE 9 HOLIDAYS

#### Section 9.1 PAID HOLIDAYS

The following shall be recognized holidays:

New Year's Eve	New Year's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Day after Thanksgiving Day	

#### Section 9.2 QUALIFYING CONDITIONS

a) An employee shall receive eight (8) times the day shift hourly rate of pay for each of the above holidays, provided he/she has been in the employ of the Employer for thirty (30) days and has worked all of the scheduled hours required by the Employer on both the regularly scheduled work day prior to the holiday and the regularly scheduled work day following the holiday.

b) An employee will receive holiday pay in spite of absence on the work-day prior to or following such holiday when such absence was due to:

1. Industrial accident
2. Bonafide illness covered by a doctor's certificate, or
3. Absence approved by the Employer

#### Section 9.3 HOLIDAY ON SATURDAY AND SUNDAY



If a holiday set forth above falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday set forth above falls on a Sunday, said holiday shall be observed on the following Monday and paid for under the conditions contained in this article. Employees working alternate schedules will have the same number of holidays recognized as all other bargaining unit members.

**Section 9.4 HOLIDAY DURING PAID TIME OFF "PTO"**

When a paid holiday occurs within an employee's approved PTO period, he/she shall receive holiday pay as provided in this article in place of his/her PTO pay for that day.

**Section 9.5 WORK ON HOLIDAY**

An employee who qualifies for holiday pay under Section 9.2 of this article and who works on a holiday listed in Section 9.1 of this article shall be compensated in accordance with the overtime provisions of this Agreement in addition to such holiday pay. An employee who does not qualify for holiday pay but who works on any such holiday shall be compensated in accordance with the overtime provisions of this Agreement.

**Section 9.6 FAILURE TO REPORT**

If an employee who is scheduled to work on any holiday and fails to report for work, except where such failure to report is due to one of the reasons listed in section 9.2 (b) above, he/she shall not be entitled to holiday pay for that holiday.

**ARTICLE 10 PAID TIME OFF "PTO"**

**Section 10.1** All employees covered by Agreement shall receive PTO with pay as follows:

Years of Service	Accrual Per Pay Period	Hours Per Year	Maximum Balance
Less than 6	3.39	88	200
6 or more	4.92	128	200
14 or more	6.46	168	200
19 or more	8.00	208	200

**Section 10.2** Any employee who is laid-off or quits, shall receive a payout of the employee's PTO accrued but unused as of the employee's last day of employment.

**Section 10.3** The PTO year for PTO pay, time and hours worked, shall start from the employee's initial date of hire and PTO will accrue as per the schedule above. Rehired employees hired within one (1) year of anniversary date will accrue based on the schedule of their original anniversary date of first employment.

**Section 10.4** PTO periods or PTO pay can be accumulated from year to year provided the total hours do not exceed the maximum of 200 hours. No additional hours will accrue once the maximum is reached until such time PTO is taken. PTO shall be taken at a time mutually agreeable between the Employer and Employee.

**Section 10.5** There shall be no PTO pay in lieu of time off. PTO pay accruing to an employee within his/her year as described shall be paid to said employee when he/she takes his/her time off.

Section 10.6 At the Company's discretion, the PTO schedule for an individual employee may be increased to a higher tier. This includes the ability to start a new hire at a higher tier. The Company will notify the union of any such changes prior to the implementation. If the Company starts a new hire at a tier higher than any current employee(s), the Company will increase the current employee(s) to the same tier as the new hire.

#### ARTICLE 11 JURY AND WITNESS DUTY LEAVE

Jury duty is a civic responsibility. The Company supports the fulfillment of that obligation by protecting you from loss of income during such an absence, for up to two (2) weeks per year.

The Company will permit Employees to take the necessary time off for jury duty and will reinstate them to their former position as required by law. The Company reserves the right to request that the Employee be excused from jury duty for business reasons.

Employees are expected to report as available for work whenever the court schedule permits.

#### Jury Duty Leave Pay

- Employees are eligible to be paid for time off due to jury duty on the first day of employment.
- Employees must be in active employment status (e.g., not on some other LOA) to receive Jury Duty Leave pay.
- Employees on an approved LOA (paid or unpaid) for another reason are not in active status and therefore are not eligible to receive pay for time off due to jury duty.
- Pay for Jury Duty Leave will be at the Employee's regular pay, for a period of up to two (2) weeks.
  - ✓ Employees must submit an attendance slip from the court verifying dates of jury duty.

#### Witness Duty Leave Pay

- Paid leave will be granted to Employees appearing as witnesses on behalf of the Company.
- Unpaid leave will be granted to Employees subpoenaed to appear as a witness in legal proceedings not on the Company's behalf. This program does not cover voluntary duty as a witness.
  - ✓ Employees must submit proof of subpoena and appearance.

#### Return to Work

- Employees are expected to report as available for work whenever the court schedule permits (e.g., if through the selection process the Employee is not selected and is released early, the Employee must contact their supervisor and report to work if practicable).
- Upon completing Jury Duty, Employees must present proof of jury service by presenting

thecourt-prepared document to an immediate supervisor.

- Upon completing Witness Duty, Employees must present proof of appearance as a witness to an immediate supervisor.

## ARTICLE 12 BEREAVEMENT LEAVE

Section 12.1 The Company recognizes a death in the immediate family is a traumatic experience, requiring time away from work to grieve privately and to fulfill family obligations before making the transition back to the normal work routine.

Employees wishing to take Bereavement Leave must submit written or verbal request as soon as possible to their supervisor stating the reason for the leave, including the beginning and ending dates.

### Bereavement Leave Pay

- Leave must be completed within 60 days of notice of death.
- Employees are eligible to be paid for time off due to Bereavement Leave on the first day of employment.
- Employees on an approved LOA for another reason (paid or unpaid) are not in active status and therefore are not eligible to receive pay for time off due to Bereavement Leave.
- Employees are eligible to be paid for three (3) scheduled workdays in the event of the loss of an immediate family member. Immediate family includes: Spouse or Domestic Partner, Child (including adopted, foster, step-, and grandchild), Parent (step-, grand-, and in-law), Sibling (including step-, and in-law), or the same relation of Employee's Domestic Partner, any other relative residing in an Employee's household, or is in a relationship of "in loco parentis", as defined by the Family and Medical Leave Act.
  - ✓ To be paid for Bereavement Leave, you may be required to provide appropriate supporting documentation of death and relationship.

Section 12.2 The union agrees to participate in the Company's leave of absence program. The Company may make changes to the program without approval from the union but agrees to notify the union of the changes in advance of their implementation.

## ARTICLE 13 NO LIMITS ON PRODUCTION

There shall be no contract, bonus, piece or task work, nor shall there be a limit on, or curtailment of production or any self-imposed restrictions placed or imposed by the Union.

## ARTICLE 14 REPORTING PAY AND MINIMUM PAY

Section 14.1 Employees starting a shift or those called in to work and starting to work after the starting time of a shift shall receive not less than four (4) hours pay for the first period of the shift and if required to continue on the second period of shift, they shall receive pay for a full shift.

Section 14.2 Employees required to report for work not continuous with their regular assigned shift hours, or on Saturdays, Sundays and holidays, shall receive not less than two (2) hours pay at the specified overtime rate.

Section 14.3 Employees required to report for work and not used shall receive four (4) hours straight time pay.

Section 14.4 The foregoing rules (14.1, 14.2 and 14.3) shall not apply where an employee is not put to work because of bad weather or breakdown of machinery, except that this shall not be construed to cover failure to have work or vessel available.

Section 14.5 Employees who voluntarily quit, are laid off, or are discharged for cause shall be paid only for actual hours worked.

Section 14.6 Employees not at work on the day a shutdown or layoff occurs shall be considered to have received the notification of such shutdown or layoff that they would have received if they had been working.

Section 14.7 In the event the foreman requests the employee who has reported for work at his/her regular starting time and in unworkable weather to remain on the premises with the expectancy of starting work later if the weather clears, such employee shall be paid for such waiting time, which in no case shall be less than four (4) hours pay at his/her regular rate of pay.

#### ARTICLE 15 SAFETY, SANITATION, VENTILATION AND PHYSICAL EXAMINATION

The Employer will exert every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage their members to work in a safe manner. To that end, a safety committee shall be established and an employee representative from the bargaining unit may serve on this committee. This committee shall meet once a month on the Employer's time with minutes of the meeting prepared by management and a copy thereof furnished to the Union upon request. The functions of this committee shall be advisory only.

##### Section 15.1 SAFETY

- a) The Employer shall furnish suitable guards around welders for the protection of worker's eyes.
- b) Prompt ambulance service and/or first aid to injured workers shall be provided on all shifts and a safety person shall be appointed and made responsible for the proper enforcement of safety rules. All first aid personnel shall be identified and signs indicating location of first aid station shall be posted.
- c) An employee suffering an industrial injury who is advised not to resume work by a licensed nurse or by a physician to whom he/she has been referred, shall be paid on his/her usual basis, pursuant to the terms of this Agreement, to the end of the shift on which the injury occurred. If such employee had reported such injury immediately following its occurrence to the licensed nurse or physician designated by the employer and had completed working the shift during which he/she was so injured, and on the following work day, after reporting for work is advised by the nurse, or physician to whom he/she has been referred by the Employer not to continue work because of said injury, he/she shall be paid to the end of said shift.

d) The Employer shall notify the respective Union not later than the end of the next regular working day of any lost-time accidents to any of its members that necessitate confinement in any hospital or clinic, providing the Employer has knowledge of such confinement.

e) Employer and employees share responsibility for safety. Employer will establish safe work practices to prevent burns and/or electrical shock injury to employees. Employees are expected to exercise safe work habits, using caution and good judgment in their work. The Employer and employees recognize the significance of State and Federal regulations as they relate to de-energized parts, energized parts and a company defined lock out/tag out procedure. The work practices will reflect de-energizing live parts before employees perform work or establish a job specific work plan.

f) The Employer will reimburse employees for up to a maximum of \$250 per calendar year for the actual cost of purchasing safety toed boots upon receipt of such expense. No reimbursement will be made in less than \$25 increments. If the company elects to provide a vendor for safety shoes, the boot allowance may be administered as a credit with the supplier.

#### Section 15.2 SANITATION

a) Suitable lockers, washrooms and drinking water shall be furnished by the Employer.

b) All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and adequate quarters with heat and HOT WATER shall be provided for workers to change and dry their clothes. Lunch areas with benches and tables shall be provided and shall be separate from toilet facilities.

#### Section 15.3 VENTILATION

Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

#### Section 15.4 PHYSICAL EXAMINATION

a) Where employees are assigned to work in confined spaces as described by OSHA the employer will assure OSHA standards are followed for the safety of all employees.

b) Existing practices with respect to providing special protective devices and equipment in order to protect employees from injury will continue in effect during the term of this Agreement. Where conditions of work are such as to require special protective devices and equipment in order to protect employees from injury, such devices and equipment will be supplied by the Employer at its expense. Protective devices and equipment so furnished shall not be taken from the property of the Employer except with specific authorization for use while at work for the Employer.

#### Section 15.5 DRUG TESTING

Schnitzer Steel Products Co. ("the Employer") and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 48 ("the Union") (collectively, "the parties") hereby agree to adopt the Employer's drug and alcohol policy, as stated in appendix A, for the duration of the parties' Collective Bargaining Agreement. Any change or modification to this Letter of Agreement shall be made only upon mutual agreement by the Employer and the Union, consistent with the parties' obligations under the National Labor Relations Act.

## ARTICLE 16     UNION REPRESENTATIVES

The business representatives of the Union shall have access to the Employer's premises after providing advanced notice to the General Manager or his designee, provided they do not interfere or cause workers to neglect their work.

### Section 16.1     SHOP STEWARDS

- a)        It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The Employer also recognizes that it is desirable that the person designated as steward shall receive his/her fair share of the work that he/she is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of overtime, layoffs, or rehires or discharge him/her on account of the proper performance of his/her duties. Twelve (12) hours advance notice will be given individually to the steward if he/she is to be laid off. There may be designated by each Union one (1) chief shop steward on each shift who will be granted super seniority during his/her respective term of office. Such chief shop steward shall have at least one (1) year of seniority and be qualified to perform the work available.
  
- b)        The Employer will not in any way discriminate against any shop steward or committeeman for presenting any complaint, dispute or grievance to their foreman or department head or the Human Resource Department in the manner provided for in this Agreement.
  
- c)        The Union shall advise the Employer of the name or names of shop stewards currently elected or appointed. The full grievance procedure as set forth herein shall be available to any Union which feels that its shop steward has been discriminated against.

## ARTICLE 17     PAY DAY

Section 17.1     Employees shall be paid on a bi-weekly basis. Payment will be by Direct Deposit or an employee paycheck at the employee's preference. Pay dates falling on established banking holidays will be paid the business day before.

Section 17.2     In case an employee is laid off or discharged by the Employer, he/she shall receive his/her pay in compliance with State law.

Section 17.3     Whenever an employee quits without notice, he/she shall receive his/her pay in compliance with State Law.

### Section 17.4     Dues and Assessment

It is agreed that monthly dues shall be deducted from the pay of the employee upon written authorization to the Employer from each individual employee, based upon membership classification in the union and in accordance with the contract. The authorization will be upon a form furnished by the Union and includes language which legally authorizes the employer to make payroll deductions.

All such monies deducted in this manner shall be remitted by the Employer to the Union. Deductions of dues shall be made in each pay period of the month and checks for deductions shall be remitted to the Union. In addition to this, a list of employees, their hours worked and gross wages (excluding length of

service awards) for each month will be included. The payroll report and payment are due no later than the 15th of the month following the month worked.

#### ARTICLE 18 WELDING

It is recognized that the autogenous processes of welding and burning are tools of the trades signatory to this Agreement.

#### ARTICLE 19 APPRENTICE PROGRAM

In order that an adequate supply of competent, skilled craftsmen shall be available at all times, it is agreed between the parties hereto that an apprentice program may be established by mutual consent of the Union and the Employer, the terms of such apprentice program to be mutually agreed upon. Such an apprentice program shall not conflict with federal or state apprenticeship laws. Any participation in such program must be agreed upon in advance, must be in writing, between the Employer and the Union.

#### ARTICLE 20 STRIKES AND LOCKOUTS BARRED

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for its duration there will be neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance machinery Article 21, "Grievance and Complaints" and Article 22, "Arbitration of Disputes".

#### ARTICLE 21 GRIEVANCES AND COMPLAINTS

Section 21.1 The grievance procedure shall be as follows:

STEP 1: The shop steward shall call any complaint, dispute or grievance to the attention of the head within five (5) business days from the time it arises. If the complaint, dispute or grievance is not adjusted within two (5) business days after it is presented to the department head, the shop steward shall report such complaint, dispute or grievance in writing over the signature of the complainant to his respective business representative. Such complaint, dispute or grievance, shall be submitted to the General Manager or other official designated by the employer over the signature of the business representative within twelve (12) working days from the date the complaint, dispute or grievance arose. However, this does not preclude the business representative from reporting such complaint, dispute or grievance directly to the Human Resource Department's representative or other official designated by the Employer. The Employer shall reply to the communication in writing within five (5) business days after receiving written notification.

STEP 2: If the complaint, dispute or grievance is not adjusted within five (5) business days after the Employer replies to the communication from the Union alleging a violation or violations of this collective bargaining agreement, a business representative of the Union and the Director of Human Resources and Labor Relations or other official designated by the Employer shall meet for the purpose of adjusting such complaint, dispute or grievance. Any final decision reached by the Employer representative and the Union business representative shall be reduced to writing.

STEP 3: In the event no satisfactory solution eventuates from Step 2 within seventeen (17) business days, then the Local Union shall refer the dispute to an international representative of the I.B.E.W. to assist the Local Union.

STEP 4: If no satisfactory solution eventuates from Step 3 within twenty (20) business days, then either party may, within ten (10) business days thereafter, give written notice of arbitration to the other party.

Section 21.2 Any complaint, dispute or grievance not brought up or carried forward to adjustment or arbitration as provided for in this article shall, unless the parties otherwise agree in writing, be regarded as waived.

Section 21.3 No employee shall refuse to work or otherwise curtail production or engage in any slow down or interfere with Employer's operations because of any complaint, dispute or grievance which he/she may have.

Section 21.4 If the Employer has any complaint, dispute or grievance with the Union or any employee covered by this Agreement, the Employer shall likewise avail itself of any or all of the foregoing grievance procedural steps.

## ARTICLE 22 ARBITRATION OF DISPUTES

Section 22.1 In the event the parties shall be unable to adjust any complaint, grievance or dispute involving the express terms of this Agreement, such complaint, grievance or dispute shall be referred to an impartial arbiter selected from a panel, mutually agreed upon by the parties. The panel will consist of no more than five (5) and no less than three (3) impartial arbiters. If the parties are unable to agree on a specific arbiter, then the party desiring to arbitrate shall send a request by mail to the Director of the Federal Mediation and Conciliation Service requesting the Director to furnish a list of five (5) arbiters. Each party shall have the right to strike a total of two (2) names from the list and the right to strike first shall be determined by lot or as otherwise agreed by the parties, and each party shall alternately strike one (1) name. The name remaining on the list after each party has stricken two (2) names shall be the impartial arbiter.

The Employer and Union or Unions involved shall equally pay the arbiter's fee, the cost of any hearing room and the cost of a court reporter, if requested by the arbiter. All other expenses shall be paid by the party incurring such expense.

The decision of the arbiter shall be final and binding upon the parties. Such decision shall be limited to interpretation and application of the express terms of this Agreement and shall not change or add to any of its terms or conditions. In his/her decision, the arbiter shall specify whether or not the decision is retroactive and the effective date thereof.

Section 22.2 Awards or settlements of grievances may or may not be retroactive as the equities of each case may demand, but in no event shall any arbitration award be retroactive beyond thirty (30) calendar days prior to the date on which the grievance was first presented to the Employer unless agreed to by both parties; provided however, that this provision shall not have any application to grievances pertaining to the payment of either the fringe benefits provided for in this Agreement or the wage scale for the various classifications set forth in "SCHEDULE A" of this Agreement.



ARTICLE 23 JURISDICTIONAL DISPUTES

Section 23.1 The Union agrees that in the event any jurisdictional dispute shall arise between the Union signatory to this Agreement with respect to the Jurisdiction of work on any classification of employment, whether or not included in the schedule attached hereto, such dispute shall be settled by the Unions in accordance with the policy unanimously adopted by the convention of the Metal Trades Department; American federation of Labor, October 1, 1964, as amended by the Executive council of the Metal Trades Department, May 10, 1968, which provides that pending the adjustment of a jurisdictional dispute there shall be no stoppage of work.

Section 23.2 The provisions of this section of the general Agreement shall be equally binding upon the Employer and the Union.

ARTICLE 24 HEALTH AND WELFARE

The Employer will continue to provide the Health and Welfare Plan that is currently in effect. IBEW, Local 48, agrees to accept the same changes (which affect their particular plan) as the rest of the Employer's employees under the Schnitzer Health and Welfare Plan, who are affected by the changes. No changes will be made in the plan unless they affect all employees, and any additional changes during the duration of this contract will be accepted by the Union. Employee contributions toward the monthly premium will be the same for all employees participating in the plan.

ARTICLE 25 PENSION & 401K

The Employer agrees to continue contributions to the I.B.E.W. Pacific Coast Pension Fund on behalf of all employees covered by this Agreement.

The base rate of the IBEW Pacific Coast Pension Fund on July 1, 2009 was \$2.70 per all hours paid.

Effective January 1, 2014 the Employer contribution rate levels will be in accordance with "Default Schedule" as defined in the Rehabilitation Plan Update dated August, 2013 (attached Schedule B) The payments from the Default Schedule are also shown in the table below:

Time Period		% Increase	\$ Contribution
1-Sep-13	31-Aug-14	201%	\$5.43
1-Sep-14	31-Aug-15	215%	\$5.81
1-Sep-15	31-Aug-16	275%	\$7.43
1-Sep-16	31-Aug-17	312%	\$8.42
1-Sep-17	31-Aug-18	349%	\$9.42
1-Sep-18	31-Aug-19	386%	\$10.42
1-Sep-19	31-Aug-20	386%	\$10.42
1-Sep-20	31-Aug-21	386%	\$10.42
1-Sep-21	31-Aug-22	386%	\$10.42
1-Sep-22	31-Aug-23	386%	\$10.42
1-Sep-23	31-Aug-24	386%	\$10.42

1-Sep-24	31-Aug-25	386%	\$10.42
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Section 25.1 Employees may make voluntary contributions to the Employer’s 401 (k) Plan on a non-match basis pursuant to the terms of the Plan as applied to all plan participants.

ARTICLE 26 FAILURE TO MAKE PAYMENTS

Section 26.1 Upon failure of the pension program, to which contributions are transmitted hereunder, to qualify pursuant to the provisions of the Internal Revenue code within a reasonable time, or upon decertification by the Internal Revenue code of a prior qualified pension program, the committee may, after giving reasonable notice to the affected international Union, instruct the Employers to cease transmittal of contributions to such unqualified pension program.

Section 26.2 Upon the failure of any of the Employers signatory to this Agreement to make any of the payments required by Articles 24 and 25, the Union may undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be a violation of this Agreement or any of the provision thereof.

ARTICLE 27 TOOLS

The Employer agrees to furnish tools required to perform the work, except for small hand tools, i.e. wrenches, meters, etc. which shall be furnished by the employee. If an employee elects to furnish his own tools, the Employer will provide insurance for same, provided they are listed and checked as to value and approved by the Employer. Listed and approved tools will be replaced with tools of equivalent quality only on an exchange basis upon presentation of the worn or broken tool. A list of the tools required is maintained in the maintenance Manager's office. Any additional tools requested to be added to the approved list must be mutually agreed upon by the employee and the Maintenance Manager.

Maintenance Department Electricians will receive \$10.00 per pay period as a tool allowance. This amount will be entered as a separate earnings code and will be taxed accordingly. (\$260 for 26 pay periods)

ARTICLE 28 WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of Employer and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain in behalf of the organizations which they represent.

ARTICLE 29 SAVING CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions hereof provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining part or provisions shall remain in full force and effect.

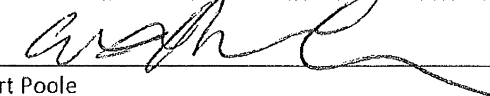
ARTICLE 30                    EFFECTIVE DATE AND DURATION OF AGREEMENT


Section 30.1    This Agreement, effective January 2, 2022 and shall remain in full force and effect until January 1, 2025 and from year to year thereafter unless either party shall, at least sixty (60) days, but not more than ninety (90) days prior to any anniversary date, notify the other party in writing of any desire to make changes on or to terminate this Agreement.

Section 30.2    If either party gives notice to the other as herein provided, representatives of the Employer and the Union shall meet and shall negotiate such proposed changes without unnecessary delay.

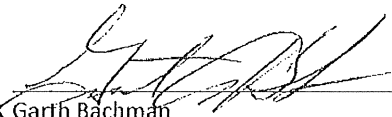
Section 30.3    All existing practices, customs, understandings or Local agreements of interpretation or other Local agreements of any nature whatsoever, will continue unchanged until January 1, 2025, except as specifically modified herein or by mutual agreement between the parties.

For and on the behalf of SCHNITZER STEEL PRODUCTS CO.

  
\_\_\_\_\_ Date Dec 15, 2021  
Art Poole  
General Manager

  
\_\_\_\_\_ Date Dec 15, 2021  
Laura Olson  
Human Resources Director

For and on the behalf of INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 48

  
\_\_\_\_\_ Date Dec. 15, 2021  
Garth Bachman  
Business Manager



## SCHEDULE A

Classification	Current Wage	1/1/2022	1/1/2023	1/1/2024
LME		\$42.00	\$43.00	\$44.00
Journeyman	\$36.75	\$44.00	\$45.00	\$46.00

### Premium Pay:

\*An additional \$3.00/hour premium will be paid for wage classifications where the incumbent possesses an electrician supervisor's license.

\*\* Swing shift to be \$0.75/hour above wage classification rate/ graveyard to be \$1.00/hour above wage classification rate for term of the contract.

\*\*\* Lead position to be \$0.75/hour above wage classification/Working Foreperson to be \$1.25/hour above wage classification.

### Probationary Pay:

\*New hires, excluding apprentices, will be paid at no less than the probationary rate of 90% of classification rate for a period not to exceed six (6) months. This 90% rate may be increased to 100% at any time during the six (6) month period at the discretion of management based on performance/experience.

\*\*New hires paid within the probationary period who are laid off or leave employment and return within one year of departure dates will be paid at the probationary rate with credit given for actual time worked for purposes of satisfying the probationary period.

### Apprenticeship Pay:

First year	70% of Journeyman Wage
Second year	75% of Journeyman Wage
Third year	80% of Journeyman Wage
Fourth year	90% of Journeyman Wage
Fifth year	95% of Journeyman Wage

Upon completion of the employee's fifth year of Apprenticeship, and upon proof of attaining a state license, the employee shall receive 100% of the Journeyman Wage.

# Appendix A

Policy 3.1.16, Drug and Alcohol	
<b>Policy Owner<sup>1</sup></b>	Chief Human Resources Officer
<b>Effective Date</b>	06/29/2017
<b>Last Revision Date</b>	04/04/2019
<b>Distribution</b>	3.1 Human Resources Chief Human Resources (HR) Officer Vice President (VP), SSI Health and Safety Health and Safety Department HR Department Assistant General Counsel (Labor and Employment)

## PURPOSE

The purpose of this policy is to promote and enforce a Drug- and Alcohol-free work environment for our Employees, and a safe, Drug- and Alcohol-free experience for any visitors to our facilities.

## SCOPE

This policy applies to all Employees of, and those with offers of conditional employment by, the Company.

## SUMMARY POLICY STATEMENT

In order to maintain a workplace free from the adverse effects of Drug and Alcohol use, the Company prohibits certain conduct, the engaging in which will result in disciplinary action, up to and including termination of employment.

## DEFINITIONS

Except as specifically provided otherwise, capitalized terms used herein and not otherwise defined shall have the meanings set forth below:

Alcohol: The intoxicating component of wine, beer, spirits and other drinks.

Controlled Substance: Drug or chemical whose manufacture, possession, distribution or use is prohibited or regulated by government.

Drug: A substance that has a physiological (physical or psychological) effect when ingested or otherwise introduced to the body.

Drug Paraphernalia: Any equipment, product, or material that is used or modified to be used for making, using, packaging, selling, distributing, possessing or concealing Drugs.

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<sup>1</sup> The Policy Owner is responsible for ensuring that this document is necessary and that it reflects actual practice.

Employees: Employees of Schnitzer Steel Industries Inc. or its wholly- or majority-owned subsidiaries, temporary employees, leased employees or contractors where the Company directs their work.

Intoxicant: A substance such as Drugs or Alcohol that diminishes one's mental or physical faculties.

Illegal Drug: Includes any Drug or other substance, other than a legal prescription or nonprescription medication, that (1) may affect an Employee's ability to work safely and effectively, (2) is defined as a Controlled Substance under the Drug-Free Workplace Act of 1988, or (3) is otherwise prohibited or restricted by Law. Illegal Drugs include but are not limited to: narcotics, hallucinogens, stimulants, sedatives and prescription drugs that are not medically authorized or that are used inconsistently with the prescription.

Law: Any applicable federal, state or local statute, law, regulation, rule, or ordinance.

Positive Test: An examination or analysis of a biological specimen (for example, urine, hair, blood, breath, sweat or oral fluid or saliva) that indicates the presence of Alcohol or of a specified Drug or Drug metabolite.

Safety Sensitive Duty: Any duty, job, or task where its performance with an impaired mental or physical capacity could lead to severe injury or death to, or could significantly and adversely affect the health and safety of, the Employee, other persons, the public or the environment, or which is otherwise deemed Safety Sensitive by Law or which requires Drug and Alcohol testing by any government or regulatory agency. The supervision of persons with Safety Sensitive duties is a Safety Sensitive duty.

Schnitzer or 'the Company': Schnitzer Steel Industries Inc. or its wholly- or majority-owned subsidiaries.

Substance Abuse: Long term pathological (obsessive, compulsive or habitual) use of intoxicating Drugs or Alcohol that can impair social or occupational functioning.

Under the Influence: Functioning while intoxicated as evidenced by testing positive for Alcohol or Illegal Drugs, or by any objective and rationale inferences of evidence of impairment of mental or physical faculties.

## **REFERENCE(S)**

None.

## **POLICY STATEMENT**

### **Overview**

The Federal Occupational Safety and Health Administration (OSHA), which regulates workplace safety, considers Substance Abuse in the workplace an avoidable workplace hazard

and strongly supports Drug- and Alcohol-free workplace programs. Congress enacted the Drug Free Workplace Act (DFWA) in 1988 to require Federal contractors to establish and maintain a work environment that is free from the effects of Controlled Substance Abuse. The Company supports OSHA and DFWA goals and expects all Employees to comply with this policy.

Schnitzer expects all Employees (including temporary or seasonal workers) to report to work capable of performing assigned duties safely, efficiently and free from the presence or effects of Drug or Alcohol use.

### **Prohibited Actions**

In order to maintain a workplace free from the adverse effects of Drug and Alcohol use, the following actions are prohibited. Engaging in any of these activities will result in disciplinary action, up to and including termination of employment, or in the case of prospective Employees or job applicants, the denial or withdrawal of an offer of employment.

1. Illegally manufacturing, selling, distributing, dispensing, possessing, using, transferring or purchasing Controlled Substances or Drug Paraphernalia under any Law.
2. Reporting to work Under the Influence of, possessing or using Illegal Drugs or Alcohol on Company premises, Company time, when representing the Company or at any time during the workday, including:
  - a. during meal breaks; and
  - b. the use of marijuana, even in states where it is legally allowed either for medicinal or recreational use.
3. Operating a Company or Company rental vehicle anytime, or a personal vehicle while on Company business, Under the Influence of Alcohol, Illegal Drugs or prescribed medications that interfere with the ability to drive safely.
4. Failing to notify an immediate supervisor when taking prescription medications or over-the-counter medications that may cause danger to the Employee or others in performing the functions of the Employee's position, or which presents a threat to safety on the job. Employees may request reasonable accommodation for any disability that requires taking legally prescribed medications where such medication may impair job performance or safety. Requests for reasonable accommodations should be directed to the Employee's HR Business Partner.
5. Being convicted (or found guilty) of violating Controlled Substance or Alcohol related Laws, whether a misdemeanor, felony or regulatory violation, except where consideration of such a conviction is limited or prohibited by Law. Employees are required to report to the HR Department all such convictions by the end of the next working day. Failure to do so will be grounds for disciplinary action. The Company will notify the appropriate federal, state or local regulatory agencies regarding the conviction where such notification is required by Law. The Company reserves the right to assess any evidence of violations of Controlled Substance or Alcohol Laws to determine if there is a violation of this or any other Company policy.
6. Evidence of deliberate adulteration of, substitution of or tampering with a Drug or Alcohol test sample, or refusal to take a test or otherwise cooperate with or adhere to the testing process.

7. Providing a testing sample with a Positive Test result for a Controlled Substance (or its metabolites) or Alcohol.

(Exception: Alcohol may be consumed where alcohol is served at Company-sponsored events with the advance permission of a Regional Director (or a person in an equivalent or higher position in the Company or any of its Divisions) or while conducting off-premises Company business entertainment. Employees are expected to conduct themselves in a responsible manner and are responsible for not becoming impaired or driving while Under the Influence of alcohol.)

### **Drug and Alcohol Testing**

To ensure Employee Drug or Alcohol use does not compromise safety in any aspect of the Company's business or operations, all Employees are subject to Drug and Alcohol testing where permitted by Law and the terms of any applicable collective bargaining agreement.

The Company will conduct Drug and Alcohol testing under the following circumstances:

1. as part of post offer pre-hire employment;
2. as part of post-hire employment random selection;
3. for reasonable suspicion of being Under the Influence of Drug or Alcohol use;
4. before returning to duty after an absence or suspension from employment because of a violation of this policy or to attend treatment for Controlled Substance or Alcohol use or abuse;
5. following a Positive Test result for Drugs, Drug metabolites or Alcohol;
6. after Drug or Alcohol rehabilitation;
7. after an accident at work or other work-related incident where such testing is required by Law or where there is a reasonable possibility that Drug or Alcohol use by the reporting Employee was a contributing factor to the reported injury or illness; and
8. pursuant to Laws applicable to Employees performing Safety Sensitive duties or other covered tasks.

The Company has adopted standards and procedures to ensure accuracy of Drug and Alcohol testing analysis and determination of results. The Company has established standards and procedures to fulfill this policy where permitted by Law and according to the terms of any applicable collective bargaining agreement that a union has with the Company. Failure or refusal of an Employee or applicant for employment to cooperate fully with the Company's procedures established for required testing in accordance with this policy will be grounds for disciplinary action, including termination of employment or refusal or revocation of an offer to hire.

### **Workplace Inspections and Searches**

In order to achieve the goals of this policy and maintain a safe, healthy and productive work environment, the Company reserves the right to inspect or search Employees at any time, as well as their surroundings and possessions, for substances or materials in violation of this policy.



Searches will be performed upon the written authorization of the HR or Legal Departments based on a predication of a policy violation, unauthorized access to a facility, threat of violence, loss of a Company-owned asset, violation of Law, in response to a court order or any other activity that may disrupt, harm or otherwise interfere with legitimate business operations and interfere with a safe and secure workplace.

Inspections and searches may happen at any time, without notice, during or after normal business hours, with or without the knowledge or presence of the Employee, and may include searches of Employee emails, servers, phones, computers, drives, and other sources of electronically stored information. Searches may include information or data previously deleted, thrown away or otherwise disposed of.

No Employee shall be detained and forced to submit to a search. Employees are physically free to leave at any time. However, refusal to cooperate in a search under this policy may result in discipline, up to and including termination.

#### **Employee Assistance for Substance/Alcohol Abuse**

When appropriate or required by Law, the Company will assist Employees in overcoming Substance Abuse, but the decision to seek assistance and accept treatment is the Employee's responsibility. Schnitzer encourages Employees to voluntarily seek Substance Abuse assessment and referral for professional counseling and treatment provided through the Company's Employee Assistance Program.

Any Employee who voluntarily seeks help for an Alcohol and/or Drug abuse problem will be offered assistance without jeopardizing continued employment; however, Employees who engage in misconduct or violate the prohibitions listed above may not avoid the consequences of such behavior by seeking treatment. Employees undergoing Substance Abuse treatment must continue to meet all job requirements and performance standards when they are at work.

#### **Disciplinary Action**

While Schnitzer encourages voluntary Substance Abuse treatment, the Company will take appropriate action, including mandatory rehabilitation orders or disciplinary actions that may include termination of employment, for Employees who violate the prohibitions listed in this policy or are deemed unfit to work due to the use of Drugs or Alcohol.

The HR Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about workplace Substance Abuse that are not addressed in this policy, please contact the HR Department.

#### **Employees Employed Under a Collective Bargaining Agreement**

This policy operates in conjunction with, and does not replace, amend or supplement any terms or conditions of employment set forth in any collective bargaining agreement that a union has with the Company. Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with the Company, the specific terms of the

collective bargaining agreement will control. Under no circumstance will the terms and conditions of this policy or of a collective bargaining agreement be read, interpreted, or construed so as to jeopardize the health and safety of Employees or visitors, or of the public.

### **Procedures for this Policy**

To view the procedure established to comply with and fulfill this policy, visit the HR page on SharePoint site. For more information, contact your HR Business Partner.

### **Responsibilities**

All Employees are responsible for adhering to and supporting this policy.

### **PRECEDENCE STATEMENT**

This policy supersedes and revokes any and all past policies and practices, oral and written representations, or statements regarding terms and conditions of employment concerning the subject matter covered herein. Schnitzer reserves the right to add to, delete, change or revoke this policy at any time, with or without notice. This policy does not create a contract between Schnitzer and any employee, nor does this policy create any entitlement to employment or any benefit provided by Schnitzer to employees.