

AGREEMENT made effective this 24th day of May, 2012, at Selkirk, Manitoba

Between:

**Gerdau Ameristeel,
(hereinafter called the "Company")**

Party of the First Part,

and

**UNITED STEELWORKERS
and its Local 5442
(hereinafter called the "Union")**

Party of the Second Part.

TABLE OF CONTENTS

Article	Page No.
Preamble	1
1 Purpose of Agreement	1
2 Union Recognition	1
3 No Discrimination or Harassment	2
4 Company Rights	2
5 Union Security	3
6 Adjustment of Grievances	4
7 Arbitration.....	6
8 Strikes and Lockouts	7
9 Seniority.....	7
10 Leave of Absence Without Pay	17
11 Safety and Health	17
12 Pay On Day of Injury	20
13 Bulletin Boards	20
14 Copies of Agreement.....	20
15 Union Representatives	21
16 Local Union Officers and Stewards	21
17 Hours of Work	22
18 Overtime	23
19 Paid Holidays	25
20 Vacations	27
21 Wages	29
22 Bereavement Pay.....	35
23 Jury and Crown Witness Duty	36
24 Pension Plan.....	36
25 Welfare Benefits.....	37
26 Technological Change	39
27 Humanity Fund	41
28 Duration, Termination and Renewal	41
Appendix "B"	43
Appendix "X"	44
Posted Jobs, Line of Progression and Non-Posted Jobs	49
Letters of Understanding	
C.W.S. Classifications - Melt Shop.....	56
Job Training	56
Lunch Breaks	57
Cost of Living Allowance.....	57
12 Hour Shift Schedule for Continuous Operations.....	58
Miscellaneous Shift Schedules.....	61
Vacation Scheduling.....	61
Issue of Employee Earnings.....	62
Vacation Pay	62
Group Leader Job.....	62
Workplace Safety & Health	63
Change of Shift Schedule	64
Assignment of Available Work During Vacation Shutdowns	64
Welfare Benefits and Pension Booklets	65

PREAMBLE

The parties agree that, in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that each of us must always strive to provide the highest quality products and services at the lowest possible cost. We agree that at all times we will cooperate and support the Company's efforts to improve the quality of products and services, eliminate waste of materials and time, prevent accidents, protect equipment and facilities, strengthen goodwill with customers and promote efficient and productive operations.

Article 1. PURPOSE OF AGREEMENT

1.01 The parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable wage rates and working conditions, to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

Therefore the Company and the Union agree as follows:

Article 2. UNION RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all its employees at the SELKIRK PLANT, except:

- (a) Officials and employees acting in a supervisory capacity or having authority to hire, discharge or discipline employees.
- (b) Electric Furnace Melters.
- (c) Office staff including Employee Development personnel, Engineering staff, Draughtsman and Planners.
- (d) Students engaged in technical duties or being given practical engineering training in the plant.
- (e) Watchmen and Gatemen, and those excluded by the Act.

2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in Section 2.01.

2.03 Employees of the Company who are not in the bargaining unit or students temporarily employed shall not work on any jobs which have been and are normally performed by employees in the bargaining unit. This shall not apply in case of emergency, which is defined as a sudden unforeseen crisis (usually involving danger) that requires immediate action and is unrelated to normal productivity. When work is performed for purpose of instruction or experimentation, bargaining unit employees shall be involved.

2.04 The Company and the Union are committed to the safe, productive and efficient utilization of bargaining unit employees.

The Company prefers to have work done by its employees and understands that the Union has a legitimate concern about contracting out because of its effect upon such matters as job opportunity and job security.

The Union understands that the Company has a legitimate concern about the cost and efficiency of the operation. Accordingly, a Contracting Out Committee will be

established and will meet once every three (3) months at a mutually convenient time to discuss matters of concern with respect to the contracting out of work. The Committee will consist of two (2) Company representatives and two (2) Union representatives.

The Contracting Out Committee may recommend to the Company ways in which work contracted out might otherwise be performed, including whether such work can be done by employees on lay-off, taking into account such factors as cost, efficiency, the availability and number of Company employees qualified to do the work and whether special skills, equipment or tools are required to perform the work. Any such recommendations will be given careful consideration and substantial weight by the Company in its decision making process. The Company will advise the Contracting Out Committee of the reasons for accepting or not accepting its recommendations within thirty (30) days.

The Company will not contract out work that will directly result in the discharge or lay-off of an employee.

The Company will ensure that all contractors working on site will adhere to all established safety and health rules and regulations in effect at Gerdau Ameristeel.

The Company agrees to furnish, to the Contracting Out Committee, a complete list of all contractors on site, including work being performed on a monthly basis.

2.05 Whenever the masculine gender appears in this agreement it shall also mean the feminine gender.

Article 3. NO DISCRIMINATION OR HARASSMENT

3.01 The Company and the Union agree that there will be no harassment or discrimination against any employees because of race, creed, colour, sex, national origin, age, marital status, family status, political beliefs, Union membership or non-membership in the Union or participation in Union affairs, and that there will be no discrimination or harassment against any employee as prohibited by the Manitoba Human Rights Code.

Article 4. COMPANY RIGHTS

4.01 The management of the Company's plant and the direction of its working forces, including, but not limited to the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, schedule work, change materials, processes, products, equipment and operations shall be vested exclusively in the Company.

Except as abridged by the provisions of this Agreement, the Company shall also have the right to assign work, and work to be performed including the right to assign employees because of lack of work or other legitimate reasons, suspend, demote, discipline or discharge for just cause. It is understood, however, the Company shall not discipline or discharge an employee except for just cause, and any grievance or dispute in connection with the discipline or discharge provisions of this article shall be subject to the grievance procedures hereinafter in this Agreement set forth.

4.02 (a) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards or furnish each employee with a written or printed copy of all such

rules and regulations and all changes therein.

(b) Unless the circumstances justify immediate suspension or discharge, the Company shall first warn an employee, in writing, as part of the disciplinary process.

(c) The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. In cases where justified penalties and warnings (excluding dismissals) have been given to an employee, it is understood and agreed that if an employee is not given a justified penalty or warning within a period of fifteen (15) months, his employment record shall be cleared of any deficiencies.

(d) The Company and Union agree that when a disciplinary action occurs, including written warning, suspension or termination (unless the termination occurs in absentia), a Steward or Executive of Local 5442 will be present at the disciplinary meeting and will be provided a copy of the disciplinary notice.

Article 5. UNION SECURITY

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

(a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be returned to the Local Union.

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

(c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be retained by the Local Union, along with the Union portion of the Check-off Authorization.

The Company agrees to provide an orientation period of one-half hour for the Union President or his designee to address newly hired employees.

5.02 The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers subject to a minimum deduction of \$5.00.

5.03 If any employee receives less than five (5) days pay in a calendar month, union dues shall not be deducted for that month.

5.04 The Union will give reasonable notice to the Employer of any changes in union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.

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

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

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

5.07 The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).

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

Article 6. ADJUSTMENT OF GRIEVANCES

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

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

(b) Calendar days in this article will not include paid holidays.

(c) The Union shall be allowed to see the employee file in the possession of the Company of any employee in the bargaining unit on presentation to the Manager of Human Resources, or his designate, of specific written consent by the employee. The written consent of the employee shall:

(i) indicate the specific records or documents which the employee wishes the Union to see;

(ii) name the person representing the Union to whom the employee wishes these records shown;

(iii) indicate whether the Union representative named may have copies of the documents which the employee wishes shown;

(iv) be signed by the employee and witnessed by a person other than the Union representative to whom the records will be shown.

On presentation, the written consent will become part of the employee's record.

6.03 All grievances must be submitted within one month of the occurrence giving rise to the grievance.

Step One - Any employee who believes that he has a grievance may discuss the matter with his Supervisor alone or with the steward present, or the steward may process it alone. The Supervisor shall give his decision within ten (10) calendar days.

Step Two - Should the employee be dissatisfied with the Supervisor's disposition of his grievance, the employee or shop steward may refer the matter to the Union Grievance Committee who in turn may advance the grievance on a written grievance form signed by the aggrieved employee or employees to the appropriate Manager. The

Manager or his representative shall meet with the aggrieved employee or employees and a Union representative to discuss the grievance and shall answer the grievance in writing within fourteen (14) calendar days from the date on which he received the grievance.

Step Three - If no settlement is reached at "Step Two" the Union Grievance Committee may advance the grievance to the appropriate Department Head by written notification of such intent to the Manager of Human Resources. The Manager of Human Resources will arrange a meeting with the appropriate Department Head to discuss it. The Union Grievance Committee shall and the International Union's representative may be in attendance at this meeting.

- 6.04** (a) Any grievance being processed from Step One to Step Two or from Step Two to Step Three shall be so advanced within five (5) calendar days. If the Union fails to advance the grievance within the agreed time limits, the grievance shall be considered as having been settled on the basis of the Company's decision at the previous step. Failure by the Company to reply to the grievance within the agreed time limit shall mean that the grievance may be advanced by the Union to the next Step of the grievance or arbitration procedure. Further, in order to expedite the settlement of grievances, the parties guarantee they will have a Step Three grievance meeting within thirty days from the date the grievance is so advanced and the Department Manager or his designate will guarantee an answer, in writing, within fourteen (14) calendar days from the date of the meeting. However, any and all time limits may be extended by mutual agreement in writing between the Company and the Union.
- (b) Written answers to Step Two and Step Three shall be given to the Union signee, or to any member of the Union grievance committee.
- (c) The Company will endeavour to schedule grievance meetings at a time and place convenient to the parties involved.

6.05 All settlements arrived at shall be final and binding upon the Company, the Union and the employee or group of employees concerned, except that any settlement reached at Step One or Step Two shall not prejudice the settlement of any other grievance.

- 6.06** (a) The Company or the Union shall have the right to initiate a grievance of a general nature at Step Three of the Grievance Procedure. A grievance of a general nature shall be an unsatisfied request involving any violation, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.
- (b) In the event that more than three employees are directly affected by one specific incident and each such employee would be entitled to process a grievance, the Union may present a written statement of the grievance, signed by the aggrieved employees, on behalf of the aggrieved employees and shall identify the grievance as a "Group Grievance." Group Grievances shall be resolved in accordance with the provisions of this Article 6 beginning at Step Two. This privilege shall not be used to circumvent the normal procedure of this article.

6.07 Matters to be dealt with under the foregoing provisions shall normally be discussed during working hours but any lengthy negotiations for settlement of disputes may be conducted outside working hours.

6.08 DISCHARGE AND LAY-OFF CASES In the event of an employee, who has

attained seniority, being discharged or laid-off, wishing to file a grievance, the following shall be the procedure:

All such cases shall be taken up within five (5) calendar days and disposed of within fourteen (14) calendar days of the date the employee is notified of his discharge or lay-off, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged or laid-off from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager or his representative within five (5) calendar days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to arbitration will be omitted in such cases.

Article 7. ARBITRATION

7.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable or whether an allegation is made that this Agreement has been violated, either of the parties may, within fourteen (14) calendar days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

7.02 (a) The party referring the matter to arbitration shall, within fifteen (15) calendar days contact the Arbitrator in rotation, from the following panel of individuals:

Michael Werier
B.A. Graham
Gavin Wood
Arne Peltz

(b) If the person selected as the Arbitrator is unable to schedule, within thirty (30) calendar days following his selection, a date for an arbitration, he shall be replaced in rotation, by the next person down the list, who is able to schedule, within thirty (30) calendar days of his designation, a hearing date.

7.03 The parties shall endeavour to agree on a wording of the statement of the dispute to be arbitrated, or if they are unable to agree, each of the parties may submit its statement of the dispute to the Arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

7.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.05 The parties will jointly bear the expense of the Arbitrator. The proceedings of the Arbitration will be expedited by the parties thereto.

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

7.07 The parties agree that an Arbitrator set up under this Article shall not have the

power to add to, delete from, change, or make any decision contrary to the provisions of this Agreement.

7.08 The parties agree to abide by the provisions of Article 6 "Adjustment of Grievances," and Article 7 "Arbitration," as the only means of resolving any difference which may arise during the term of this Agreement, and all employees shall continue to work as usual and the Company shall continue its normal operating practices.

7.09 If it is determined or agreed at any step in Article 6, "Adjustment of Grievances," or Article 7, "Arbitration," that any employee has been disciplined, suspended or discharged unjustly, the Company shall put him back on his job with no loss of seniority and recompense him for lost earnings and benefits, if applicable, either in full or in part, or apply any penalty which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator.

7.10 The Arbitrator shall render his decision within ninety (90) calendar days after the hearing.

Article 8. STRIKES AND LOCKOUTS

8.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

Article 9. SENIORITY

9.01 The parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed that, subject to Section 9.12, senior employees shall be entitled to preference in the case of vacancy, promotion, lay-off and recall after lay-off.

Definitions

9.02 (a) The term "seniority" as used in this Agreement shall mean the length of an employee's continuous service with the Company, since the completion of his probationary period plus service granted as set forth in Section 9.04, and less the periods to be subtracted under Section 9.05. An employee who loses his Seniority pursuant to Section 9.08 will be required to complete a new probationary period as provided under Section 9.04 if rehired.

(b) The term "lay-off" as used in this Agreement shall mean laid off from the Company due to lack of work.

(c) The term "employees" as used in this Agreement shall mean only employees in the bargaining unit actively at work provided, however, that status as an employee shall be maintained in the event of absence due to certified illness, certified injury, approved leave of absence or disciplinary suspension.

(d) The term "Department" as used in this Agreement shall mean the following departments of the Company:

- (i) Melt Shop
- (ii) Rolling Mill
- (iii) Maintenance

(iv) Shipping and OLF

Employee Lists

- 9.03** (a) The Company will maintain an up-to-date employee list showing, in order of seniority, the name and seniority, if any, of each employee who is employed and has rights under this Agreement. The list will be posted by the Company in each Department once every six (6) months and a copy of the list will be given to the Union at that time and upon request. The list as of July 1, 2012 shall be deemed to be accepted and correct and objections shall be confined to errors or changes occurring subsequent to that list.
- (b) The Company will maintain an up-to-date job list of Posted Jobs and jobs within the lines of progression showing, in order of seniority, the name, seniority, if any, job and C.W.S. job class of each employee in those jobs who is employed and has rights under this Agreement. The list will be posted by the Company in each Department once every six (6) months and a copy of the list will be given to the Union at that time and upon request. The list as of July 1, 2012 shall be deemed to be accepted and correct and objections shall be confined to errors or changes occurring subsequent to that list.

Probationary Employees

9.04 Effective May 25, 1997, a newly hired employee shall be on probation for an accumulated one thousand and forty (1,040) regular hours worked (exclusive of any overtime hours worked) since his original date of hire. During the probationary period, the employee shall be subject to the terms of this Agreement except where specifically excluded elsewhere in this Agreement and except that:

- (a) he may be discharged without notice at any time in the sole and exclusive discretion of the Company and such discharge shall be deemed to be for just cause; and
- (b) neither he nor the Union on his behalf shall have access to the grievance and/or arbitration procedure in the event of his discharge, his lay-off or the failure to recall him after lay-off; and
- (c) It is agreed that in the event the Company terminates any probationary employee in accordance with (a) above, the Company shall meet with the affected employee and the Union and provide reasons thereof.
- (d) It is agreed that upon completion of 520 regular hours worked (exclusive of any overtime hours worked) since his original date of hire, a probationary employee will be entitled to benefits, excluding weekly indemnity.

Upon successful completion of the probationary period, the employee shall be credited with six months of service.

Seniority Status

9.05 Seniority will be maintained but will not accumulate during a lay-off for any period. Seniority will be maintained and will accumulate during absence due to certified illness, certified injury, approved leave of absence or while serving in Canada's Armed Forces in wartime provided, however, that seniority will be maintained but will not accumulate during that period where the employee would otherwise have been on lay-off had he not been absent.

9.06 An employee on lay-off shall not be entitled to any of the rights or benefits of this Agreement except his recall rights, if any, under this Agreement.

9.07 If an employee in the bargaining unit is transferred to a supervisory or staff position and is subsequently transferred back into the bargaining unit, he shall be credited with his total seniority within the bargaining unit as at the time he left the bargaining unit. This shall only apply if an employee is transferred back into the bargaining unit within five (5) years of his original transfer. In the event the employee is transferred back into the bargaining unit in excess of the five (5) year time period, the employee shall have no seniority credited and shall be required to complete a new probationary period. All employees will return into the Group of Non-Posted Jobs. This shall not apply to any supervisory or staff person who was never in the bargaining unit.

Loss of Seniority

9.08 An employee's continuous service with the Company shall be deemed to be broken, his seniority shall be lost, his name shall be removed from the employee list and his employment shall be deemed to have been terminated for just cause for any of the following reasons:

- (a) if he voluntarily quits; or
- (b) if he is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement; or
- (c) if he is laid off and fails to return to work within five (5) calendar days after he has been notified to do so by the Company by registered or certified mail to his last known address, unless he gives reasons satisfactory to the Company for such failure to return to work, the onus being on the employee to keep the Company advised of his current address in order to qualify for recall; or
- (d) if he fails to return to work upon the expiration of an authorized leave of absence, unless he gives reasons satisfactory to the Company for such failure to return to work; or
- (e) if he is on lay-off for a period of more than thirty-six (36) continuous months; or
- (f) if he retires.

Exceptions

9.09 (a) Apprentices will not be displaced by other employees during the period of their apprenticeship provided, however, that the retention of an apprentice will not cause the demotion or lay-off of a tradesman in the same trade with greater seniority than the apprentice.

(b) Notwithstanding Section 9.13, the selection of a trade apprentice will be made on the following basis:

- (1) Present employees are encouraged to apply for transfer to apprentice jobs which will be offered from time to time throughout the plant. Notice of apprenticeship will be posted for a period of ten (10) calendar days on official locked bulletin boards at punch stations.
- (2) Acceptance of employees as apprentices will be based on them demonstrating acceptable standards as determined by the Company. These standards shall be discussed with the Union prior to the posting for apprentices and the standards will be applied equitably and consistently to all applicants.
- (3) In the selection of apprentices, applicants will be selected at the sole and exclusive discretion of the Company.
- (4) Employees who possess previous trades apprenticeship training or equivalent training/experience may be given preference in the selection of

apprentices.

(5) Any employee who undertakes to learn a trade as an apprentice will enter into a contract of apprenticeship with the Company.

(6) The offering and/or continuation of an apprenticeship program for any employee will be at the Company's sole and exclusive discretion, however, the reasons for the decision(s) will be discussed with the affected employee and the Union at their request.

(7) The Company agrees to select at least one (1) apprentice each year of this Agreement (May 24, 2012 through Contract Expiration) from the employees hired prior to May 24, 2012. If the Company elects to select more than one (1) apprentice in any year(s) of this Agreement, the Company may consider all employees for its selection, not just those employees hired prior to May 24, 2012.

9.10 Employees disabled in the Company service or incapacitated by reason of age or infirmity, may be exempted from the seniority provisions by mutual agreement between the Company and the Union, and be provided such work as they are capable of performing. Such employees shall receive sixty (60) calendar days notice before a change of rate becomes effective.

Temporary Transfers

9.11 The Company may transfer an employee to any job on a temporary basis. Temporary transfers shall be for fewer than sixty (60) calendar days and shall be subject to Section 21.16.

The Company recognizes the importance of on-the-job safety in relation to temporary transfers.

The Company will provide the Union with notice of all temporary transfers.

The Company and Union agree that this section shall not be used as a specific training vehicle, or to circumvent the advancement or training of Department Helpers normally utilized to fill short term temporary vacancies.

Vacancies lasting longer than fifty-nine (59) calendar days will be posted in accordance with the job posting procedure set forth in Section 9.15. When the absent employee returns to work, the employee awarded the temporary posting shall return to the position he held previously (or the position he would have advanced to had he not accepted the temporary posting). Any employee advanced during the process shall also return to his previously held position.

If the temporary job posting turns into a permanent position as a result of the inactive employee not returning to the position, the temporary posting and any directly related advancements will be considered permanent per 9.13.

An employee being a successful applicant who remains in the posting beyond 84 hours is not restricted to only one (1) job posting in any period of three hundred and sixty-five (365) calendar days when he is returned to his previous position.

An employee who is the successful applicant of a temporary posting cannot apply to another position for 365 days while he holds that position, unless it is the same position of temporary posted job he currently holds.

EXERCISE OF SENIORITY RIGHTS

Seniority rights shall be exercised in accordance with the following:

9.12 The giving of preference according to seniority, in accordance with this Article 9,

shall be subject to the efficiency of operations and the ability of the employee to perform the normal requirements of the job efficiently.

Filling Permanent Vacancies

9.13 Subject to Section 9.12 and subject to Section 9.31(b), the following order will apply in the filling of a permanent vacancy:

- (a) first, the employee with the greatest seniority will be promoted to fill a permanent vacancy in the next job in his Line of Progression; then
- (b) second, the employee with the greatest seniority, who meets the designated requirements of the job as determined by the Company, will be promoted to fill a permanent vacancy within the plant.

9.14 Employees in a Line of Progression will be expected to advance in that Line of Progression. When an employee is entitled to advance in his Line of Progression and refuses such advancement, such refusal shall be made in writing at that time by the employee witnessed by a Shop Steward and his Supervisor and the Union shall receive a copy. Any employee who refuses to advance or is unable to advance in his Line of Progression may be demoted to a Non-Posted Job. The only exception to this rule shall be those who are unable to progress due to physical incapacities attributable to their respective job or jobs. However, an employee may request permission of the Company to remain in his current job in a Line of Progression and if the Company agrees with the reason(s) given by the employee it will allow the request in which case the employee will not be allowed to or be entitled to advance in the Line of Progression for a minimum of one (1) year. The Company shall provide to the Union, a copy of the employee's request and reasons, along with a copy of the Company's decision at the time the Company notifies the employee of its decision.

Procedure for Filling Permanent Vacancies

9.15 The following procedure will be followed when filling a permanent vacancy in accordance with Section 9.13 (b):

- (a) The "entry jobs" to a Line of Progression and all other jobs not included in a Line of Progression will be posted on official bulletin boards throughout the plant and all employees, subject to Section 9.17, will have an opportunity to apply. Eligible applicants will, subject to Section 9.12, be considered in order of their seniority to fill the vacancy.
- (b) It is agreed that the position of labourer and any job in a Department which has a Job Class equal to or less than the Job Class of the "entry job" in a Department will not be posted.

The job of Department Helper in a Department is the "entry job" to the line or lines of progression in that Department.

9.16 An employee named as the successful applicant to any Job Posting will be required to complete successfully a probationary period of three hundred and sixty (360) regular hours worked on the job exclusive of any overtime hours worked on the job. Within this period, an employee shall return to his previously held job at the request of management if he is unable to perform the job to management's satisfaction. An employee will have the right to return to his previously held job if he feels he is not capable of handling the responsibilities of the new job and if he requests, in writing by completing the Job Posting Form, to do so within his first eighty-four (84) hours worked on the new job. The employee must have been placed in the designated job or designated

Line of Progression to which the employee had posted during this eighty-four (84) hours of work. The employee shall retain a copy of the completed Job Posting Form and a copy shall be forwarded to the Union. In the event an employee is returned to his regular job at the discretion of management, management shall meet with the affected employee and the Union and provide reason.

9.17 An employee will be limited to being a successful applicant on only one (1) job posting in any period of three hundred and sixty-five (365) calendar days.

Any employee being returned to his previously held job at the request of management during the 360 hour period depicted in 9.16 will not be considered to have been a successful applicant to that job as stated above.

However, new employees hired after the effective date of this Collective Agreement must remain in the Line of Progression or Posted Job they are hired into for a period of three hundred and sixty-five (365) days subsequent to completion of their probationary period.

If an employee withdraws his name from a job posting, by completing the Job Posting Form, prior to actually commencing work on that job he will not be considered to have been a successful applicant to that job as stated above. The employee shall retain a copy of the completed Job Posting Form and a copy shall be forwarded to the Union.

9.18 An employee may hold only one (1) job posting or one (1) apprenticeship at any one (1) time.

9.19 All job postings will be posted for ten (10) calendar days on official locked bulletin boards at punch stations. Applications must be received by the Company within the ten (10) calendar days. The posting notices will include a copy of the Job Description, Job Class and Job Posting Number. Job postings for an "entry job" will indicate the designated Line of Progression.

EXCEPTION:

For job posting closing dates ending during an annual vacation shutdown period, the job posting closing date will be extended beyond the annual vacation shutdown period by the number of days the job posting period extends into the vacation shutdown period.

9.20 Job Posting Forms will be available at the Human Resources Department and through each Department. The Company representative receiving the application must indicate the date and time of receipt on the application. The applicant and Union will receive a copy.

9.21 The Company shall make its selection within fifteen (15) calendar days of the expiry of the posting and the successful applicant(s) will be placed in the Posted Job within thirty (30) calendar days of the Company's selection. It is understood, however, that the successful applicant may be retained by the Company on his current job until a replacement can be found, without undue delay, through the job posting procedure if required.

9.22 The name(s) of the successful applicant(s) for a job posting and those employees selected into an apprenticeship program by the Company shall be posted on plant bulletin boards and a copy sent to the Union along with a list of all applicants to the job posting or

apprenticeship notice.

9.23 In the case of an employee who is named the successful applicant to a job posting and who withdraws his name, in writing, as per Article 9.17, prior to actually commencing working on that job and in the case of an employee returning to his previously held job, as per Article 9.16, the job need not be posted again at this time, if it can be filled from among the remaining eligible applicants for the job posting.

In the event that an employee withdraws his name from a job posting per Article 9.17, or requests to return to his previously held job per Article 9.16, or if he fails to successfully complete the 360 hour probationary period per Article 9.16, the remaining applicants for the posting will be assessed for eligibility in accordance with Article 9.17 at that point in time and a revised notice will be posted by the Company per Article 9.21 and Article 9.22.

Demotion and Lay-Off

9.24 Subject to Section 9.12 and subject to Section 9.28, the following order will apply in the case of demotion and lay-off:

- (a) First, the employee with the greatest seniority will not be demoted or laid-off until all other employees in his job with lesser seniority have been demoted or laid-off from that job.

The employee demoted from a job within a Line of Progression shall have the right to bump down to another job in his Line of Progression. When displaced from the lowest job in his designated Line of Progression he shall have the right to exercise his seniority in the entry job of Department Helper within his own Department.

The employee demoted from a Posted Job outside a Line of Progression shall have the right to exercise his seniority in the entry job of Department Helper within his own Department.

- (b) Second, the employee demoted from the job of Department Helper shall have the right to exercise his seniority to displace the employee with the least seniority in all Non-Posted Jobs in the plant.

- (c) Third, the employee with the least seniority in all Non-Posted Jobs will be laid-off.

9.25 Notwithstanding any other provisions of this Agreement, employees in the jobs of Tradesmen or Apprentices will not be displaced by employees in other jobs.

9.26 In the event of lay-off, the employees affected shall be given five (5) calendar days notice in advance except in case of lay-offs or shutdowns occasioned by emergency conditions or where the employees are recalled for a period of less than five (5) calendar days.

Shutdown

9.27 A shutdown creating lay-offs in any Department will be occasioned by a predicted event. In such case the normal rules of demotion and lay-off set forth in Section 9.24 will apply. Those employees who continue working in the Department which is shut down and working on jobs pertinent to any regular job in the Department will be paid the standard hourly wage rate of that job. Any employee who continues working in a Department which is shut down where the nature of the work being performed is consistent with the C.W.S. classification of helper or labourer will receive the appropriate

rate of pay. A helper classification allows the use of the job tools for the job.

Emergency

9.28 An emergency condition creating lay-offs in any Department will be occasioned by an unpredicted event or malfunction of a major piece of equipment. In such case the normal rules of demotion and lay-off set forth in Section 9.24 will not apply for a period of five (5) days. Subject to Section 9.12, available work will be given to the employees with the greatest seniority within the shift. If the emergency condition is expected to continue for more than five (5) days, employees may be reassigned by the Company after fifty-six (56) hours off work, without overtime penalty, to new schedules as soon as practicable within this period. In this Section 9.28 "five (5) days" means a continuous period of one hundred and twenty (120) hours from the first time when any shift in the Department is affected by lay-off.

9.29 In the event of a reduction of crews in the Rolling Mill or Melt Shop due to business conditions for a period in excess of twenty-one (21) calendar days or in the event that the shutdown creating lay-offs in any Department for a period in excess of twenty-one (21) calendar days or a permanent reduction in manpower within a Department creating lay-offs for a period in excess of twenty-one (21) calendar days, the Company will, subject to Section 9.12, give preference to senior employees to be retained or recalled from lay-off by taking the following steps in the following order:

- (a) determine the number of employees laid-off or to be laid-off, then;
- (b) identify the individual employees and their jobs with the least seniority in the plant equal to the number of employees laid-off or to be laid-off, then;
- (c) replace, subject to Section 9.12, employee(s) identified in (b) above who are working in
 - (i) jobs above the "entry job" within a Line of Progression by employee(s) with greater seniority holding lower jobs in that Line of Progression in accordance with Section 9.13 (a) and;
 - (ii) other posted jobs within the Department by employees with greater seniority in the Department Helper "entry job," thereby demoting the junior employees to the "entry job" of Department Helper, then;
- (d) Replace and lay-off, subject to Section 9.12, junior employees in the job of Department Helper identified in Subsection (ii) above by temporarily assigning more senior employees displaced from other departments or recalled from lay-off to those jobs. Any employee failing to meet the conditions of Section 9.12 will have
 - (i) the right to exercise his seniority and displace the employee with the least seniority in all Non-Posted Jobs in the plant and,
 - (ii) the employee with the least seniority in all Non-Posted Jobs will be laid-off.

In the application of Section 9.29(d) an employee displacing another employee with lesser seniority will receive the normal number of hours, to a maximum of eighty (80) hours, on-the-job training in the job held by the employee he displaces in order to assist him in meeting the conditions of Section 9.12. The training and length of training, if any, up to the maximum of eighty (80) hours shall be determined by the Company. The employee being displaced may be retained by the Company in the job during the time the senior employee is being trained, in which case the junior employee shall not accumulate seniority during this period.

9.30 In addressing the intent to give preference to senior employees as outlined in Section 9.01 and meeting the obligations of Section 9.12, the Company may use other legitimate means such as Temporary Transfers to accomplish the displacement of junior employees to lay-off. In addition, the Company and the Union may mutually agree to other methods to accomplish the above goals.

Notwithstanding the twenty-one (21) calendar days time period outlined in Section 9.29, the Company will implement the steps outlined in Section 9.29 and Section 9.30 as soon as practicable when it is known the period will exceed twenty-one (21) calendar days. However, no claim or grievance will be filed by the Union or on behalf of any employee regarding events occurring during this period of twenty-one (21) calendar days related to the lay-off or retention of employees.

Recall Procedure

9.31 Subject to Section 9.12, the following order will apply in the case of recall:

(a) first, the employee on lay-off with the greatest seniority will be recalled to available work before any other employee on lay-off with lesser seniority is recalled; then

(b) second, the employee actively at work with the greatest seniority who has been demoted in accordance with Section 9.24 will be returned to the regular job he was in prior to being demoted in preference to an employee on temporary assignment. This Section 9.31 (b) will take precedence over Section 9.13.

In the application of Section 9.31 (a), if the available work is in an entry job, the employee on lay-off with the greatest seniority will receive, the normal number of hours, to a maximum of eighty (80) hours, training in the job in order to assist him in meeting the conditions of Section 9.12. The training and the length of training, if any, up to the maximum of eighty (80) hours shall be determined by the Company. The Company may recall any employee(s) with lesser seniority to perform the job where the work is available while the employee(s) with the greater seniority is (are) being trained in that job, in which case the junior employee shall not accumulate seniority during this period and the Union will be notified in such cases.

9.32 Notwithstanding any other provisions of this Agreement, if the Company requires the services of Tradesmen and/or apprentices it shall be entitled to recall from layoff Tradesmen or apprentices in preference to other employees on lay-off with more seniority.

9.33 Laid-off employees entitled to be recalled shall be notified personally, or through the Union, or by registered or certified letter sent to their last known address. Those so notified are required to communicate with the Human Resources Department immediately. If, following notice to the laid-off employees to return to work, the required number of employees have not reported for work as instructed, the Company will be entitled to issue additional recall notices to laid-off employees having less seniority and to employ them in the order that they report to the Human Resources Department.

General

9.34 In the application of Sections 9.24, 9.27, 9.28, 9.29, 9.30 and 9.31, an employee shall be paid the standard hourly wage rate of the job to which he has been assigned.

9.35 The number of positions in any job and the designated requirements of any job will be determined by the Company, but the Company will discuss with the Union any

change with respect to the number of positions, any change with respect to designated requirements and any change with respect to Lines of Progression, before the Company makes its determination. In making its determination the Company shall take into consideration the requirements and efficiency of operations and shall act reasonably, fairly and in good faith.

9.36 An employee in a Non-Posted Job, upon request to his Supervisor, will be given the opportunity to exercise his Seniority for work on jobs of equal class within the Non-Posted Group of Jobs as soon as is practicable, taking into account the Company's needs for overall efficiency and attainment of production objectives.

9.37 An employee shall have the right to be released from his Permanent job provided:

- (1) He has made written application to the Company of his request to be released from his job, and;
- (2) He has been on the Permanent job from which he wishes to be released for a minimum of one year, and;
- (3) A replacement can be found as outlined in 9.13.

Any employee having been released from a Permanent Job at his request shall enter the Group of Non-Posted Jobs and he will not be entitled to apply under Section 9.13 to return to the job or Line of Progression he vacated until one (1) year has elapsed.

9.38 (1) A temporary vacancy within a Line of Progression starting at the second job above the entry job in that line will be filled by the senior employee within the shift in the next lower job in that Line of Progression under the following circumstances:

- (a) to replace an employee who has been named the successful applicant to a job posting while he is serving a probationary period, and;
- (b) to replace an employee who is away on vacation;
- (c) to replace an employee who is temporarily absent, for any other reason, for a maximum of two (2) weeks, exclusive of lieu days as outlined in Section 19.03; and
- (d) to replace an employee who is absent due to a cause that falls within the prohibited grounds of discrimination under the Human Rights Code.

A temporary vacancy in excess of the periods outlined above will be filled as if a permanent vacancy had occurred. Any employee promoted under this section will return to his former job upon the return to work of the regular employee.

(2) A temporary vacancy within a Line of Progression immediately above the entry job in a Line of Progression will be filled as if a permanent vacancy had occurred after a period of sixty (60) calendar days or as soon as practicable when it is known that a vacancy will last longer than sixty (60) days.

(3) If an employee is absent from his employ due to a cause that falls within the prohibited grounds of discrimination under the Human Rights Code ("the protected employee"), the filling of that vacancy will not be applied as written. Instead, the Company and the Union agree to the following:

A temporary vacancy within a Line of Progression immediately above the entry job in a Line of Progression will be filled as a temporary vacancy. Upon return to work of the protected employee, the employee who replaced him during his absence will be returned to his former job. If a permanent vacancy should

become available, the individual that originally advanced for the protected employee will advance to the opportunity of the permanent vacancy and the temporary vacancy within the Line of Progression immediately above the entry job in a Line of Progression will again be filled as a temporary vacancy until the protected individual returns to work.

Article 10. LEAVE OF ABSENCE WITHOUT PAY

10.01 An employee may be allowed a leave of absence without pay for personal reasons if:

- (a) he requests it from the Company in writing and
- (b) the leave is for a good reason and does not interfere with operations.

10.02 All requests for leave of absence will be directed to the employee's immediate Supervisor. The Supervisor will give due consideration to the request and will respond, in writing, within seven (7) calendar days of the written request being received, of which approval shall not be unreasonably withheld.

10.03 Request for a leave of absence for health reasons must have the approval of the employee's personal physician. Such approval must be submitted to the Company, in writing, accompanying the request for a leave of absence.

10.04 At the written request of the Union made two calendar weeks in advance, the Company shall grant officers and duly elected representatives of the Union not to exceed six (6) in number at any one time, a leave of absence without pay for the transaction of Union business. Provided, however, that in any department or sub-divisions of less than 25 employees, only one officer or representative of the Union will be granted leave of absence at any given time.

10.05 At the written request of the Union made two calendar weeks in advance, the Company shall grant to an employee who has been elected or appointed to an office for the Local or International Union, a leave of absence without pay for a period not in excess of twelve (12) months. This leave may be extended for an additional period or periods by mutual agreement.

10.06 All leaves of absence in excess of one (1) working day must be recorded in writing. A copy shall be given to the employee.

Article 11. SAFETY AND HEALTH

11.01 The Company and the Union agree that they mutually desire to promote and maintain high standards of safety and health in the Plant.

11.02 The Company will continue to make adequate and reasonable provisions for the safety and health of the employees during the hours of their employment. The Union will assist the Company in carrying out any reasonable Safety and Health program.

11.03 A joint safety and health committee shall be constituted consisting of an equal number of representatives of Management and of the Union which shall meet monthly. In the course of performing its duties this committee shall, at their discretion:

- (a) conduct surveys or other investigations to identify potential dangers;
- (b) obtain information from the employer, the Union or others respecting:
 - (i) the identification of hazards,
 - (ii) health and safety experience elsewhere, and,
 - (iii) work practices and standards elsewhere.
- (c) inspect the workplace and equipment and report on its findings;
- (d) monitor conditions of dust, noise, gases, toxic substances, or other conditions of safety and health;
- (e) recommend to the Company means of improving the health and safety of employees;
- (f) recommend to the Company changes to safety equipment to be worn by employees and any requests for exemption to the wearing of safety equipment by an employee or group of employees.
- (g) any committee member who attends a meeting, as defined under this Sub-section, outside of their regular working hours will be paid an allowance (not considered as time worked) equal to their Standard hourly rate for this time. However, such time will be considered as credited service for pension purposes only.
- (h) such other duties as may be specified in the Safety and Health Act or prescribed by legislation.
- (i) Exclusive of (g) above, and subject to pre-approval by the Manager of Human Resources or the Safety and Health Manager, bargaining unit members of the main Workplace Safety and Health Committee will be paid while carrying out committee duties on site.

11.04 The Department Manager or his designate, and the Company safety representative, and a Union member of the Main Safety and Health Committee shall investigate and report to the Safety and Health Committee on all lost time accidents and near misses.

- 11.05** (a) The Company agrees to continue to furnish C.S.A. approved safety equipment as protection against hazardous conditions in accordance with its present practice.
- (b) Employees shall wear such safety equipment as the Company may deem necessary while working on jobs requiring protection from hazardous conditions.

11.06 Safety hats, safety glasses, hearing protection and safety footwear shall be worn by all employees as a condition of employment. Exceptions to this condition of employment will be at management's discretion and will be made in writing to the affected employee or employees.

The Company agrees to supply the following personal protective equipment to each employee:

- (a) Safety Hat
- (b) One (1) pair Hearing Protection
- (c) Subject to approval by the Safety and Health Manager or his designate, employees will be provided with prescription and/or non-prescription Company approved Safety eyewear at no cost to the employee.
- (d) One (1) pair leather palmed Work Gloves
- (e) Personal fire retardant clothing as currently issued
- (f) The Company will provide each employee with one (1) pair of safety

boots per calendar year from a Company selected supplier. Subject to approval by the Department Manager or his designate, employees requiring a replacement pair of safety boots, due to wear, in the same calendar year will be provided with a replacement pair at no cost to the employee. Replacement safety boots will only be provided on an exchange basis.

Necessary replacement of personal protective equipment provided to the employee by the Company will be on an exchange and as required basis only at no cost to the employee; however, an employee will be expected to take reasonable care of the personal protective equipment provided to him by the Company, otherwise the employee may be held responsible for the replacement cost.

Only safety equipment and clothing designated and approved by the Company will be worn in the plant.

The standards for all safety equipment including the standards for prescription glasses and footwear shall be established by the Company.

Employees are responsible to procure approved safety footwear and approved prescription safety glasses.

The Company will provide clean coveralls on a loan basis to all employees (except those employees being supplied fire retardant clothing). In the event of termination of employment or lay-off the coveralls are to be returned to Company Stores. In the event of loss or wilful damage to the coveralls, on loan, the employee will be held responsible for the replacement cost. Only one pair of coveralls is allowed on a loan basis at any time.

11.07 (a) Employees must report all injuries sustained at work to their supervisors at the time the injury occurs, or if their supervisor is not available at the time the injury occurs, to any available supervisor. Both the employee and supervisor must sign the accident report form.

(b) All non lost time accidents shall be investigated by the supervisor and Safety Captain, if available, and a copy of the accident report and investigation shall be forwarded to the Safety and Health Committee co-chairs within four (4) days, if at all possible.

11.08 If an employee sustains an injury in the plant which requires hospital attention, the Company will provide transportation to and from the hospital at its expense. Should an ambulance be required for an employee who becomes seriously ill at work, the Company will pay the cost of the ambulance service to the hospital. The Company shall notify a Union member of the Safety and Health Committee, or Safety Captain, of any bargaining unit members being transported to the hospital at the earliest opportunity.

11.09 When a new or amended Safe Work Procedure and/or a Standard Work Practice has been developed by the Company in consultation with the operators affected, it will be posted in the department affected and a copy forwarded to the Health and Safety Committee for their review. It is agreed that in order to ensure a safe workplace and in order to give the Safety and Health Committee the earliest opportunity to identify hazards or unsafe conditions, the relevant information pertinent to any new equipment and/or process should be issued to the Safety and Health Committee as soon as possible prior to the implementation or installation of any practices or equipment.

11.10 The Company will make available to the Joint Safety and Health Committee information concerning safety and health aspects of new and current chemicals, including

current threshold limit values published by the American Conference of Governmental Industrial Hygienists; results of samples and tests conducted on the property.

11.11 All employees are required to report all near misses and copies made available to the Safety Committee.

11.12 Any on-site monitoring, inspection or investigation by the Workplace Safety and Health Division, or any independent consultant contracted by the Company to conduct testing or investigating matters relating to employee health and safety, shall be accompanied by a representative from the Safety and Health Committee who is a member of the bargaining unit.

11.13 The Manitoba Workplace Safety and Health Act requires the Company to provide two (2) days, to a maximum of sixteen (16) hours, paid educational leave to members of the main Workplace Safety and Health Committee. The Company will provide three additional days educational leave, with pay in an amount equal to the regular straight time hourly rate of his posted job for the regular scheduled hours as defined by his work schedule for that day, to each member of the main Workplace Safety and Health Committee on the same basis.

11.14 An employee required by the Company, as a condition of his continued employment, to have an annual audiometric examination by a Certified Industrial Audiometric Technician at a recognized testing facility or at the Plant Medical Centre and who completes the annual audiometric examination outside his regular working hours will receive an allowance of twenty-five dollars (\$25.00). Such time spent in receiving the audiometric examination will not be considered as time worked.

11.15 Employees will not be permitted to work more than sixteen (16) consecutive hours or more than sixteen (16) hours within a twenty-four (24) hour period.

Article 12. PAY ON DAY OF INJURY

12.01 An employee injured at work shall be paid for the time lost on the day he was injured provided that he presents authorization from an attending physician, certifying that he was disabled and unable to return to work on the day. This medical certificate must be presented to the employee's immediate Supervisor or Medical Centre for authorization of payment. Payment will include applicable overtime and shift premiums.

The Company will reimburse employees for the cost, if any, of obtaining the required Medical authorization.

Article 13. BULLETIN BOARDS

13.01 The Company agrees to provide the Union with lockable bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and shall be approved by the Company.

Article 14. COPIES OF AGREEMENT

14.01 The Company will pay the cost of printing the Collective Agreement, a copy of which shall be provided to each employee.

14.02 Copies of Cooperative Wage Study (C.W.S.) Manual referred to in Article 21 shall be made available to employees.

Article 15. UNION REPRESENTATIVES

15.01 If an authorized representative of the International Union who is not employed by the Company wishes to speak to Local Union representatives in the plant about a grievance or other official Union business, he shall make arrangements through the Human Resources Department or with the Operations Manager.

Article 16. LOCAL UNION OFFICERS AND STEWARDS

16.01 The Union shall notify the Company in writing of the names of all Union Officers, committeemen and stewards.

16.02 There shall be a steward for each shift in each department and two (2) chief stewards for the plant as follows:

Chief Steward "A" for the following departments:

Melt Shop

Chief Steward "B" for the following departments:

Rolling Mill

Shipping/OLF/Laboratory

Maintenance

Stewards for the following departments or sub-division of departments:

Maintenance

Rolling Mill

Melt Shop

Shipping/OLF/Laboratory

All Union officers will be empowered to act as stewards in all departments.

16.03 There shall be a Grievance Committee of not more than four employees each of whom shall have at least two years employment with the Company at the time of his appointment.

16.04 (a) Union officers, stewards and committeemen with the approval of their supervisors, which approval shall not be unreasonably withheld, shall be permitted to leave their jobs for the purpose of investigating and adjusting a grievance or to attend grievance or other meetings with Management officials. When entering another Department he shall, wherever possible, seek approval of the Supervisor of that area, which approval shall not be unreasonably withheld.

(b) In departments or sub-divisions of less than 25 employees, only one Union officer, steward or committeeman will be permitted to leave his work at any one time.

16.05 Union officers, stewards and committeemen shall not suffer loss of pay for time spent during working hours on Company property investigating and adjusting a grievance, and members of the Grievance Committee shall not suffer loss of pay for time spent during working hours on Company property attending grievance meetings held with Management officials.

16.06 Employees shall not suffer loss of pay for time spent during working hours on Company property attending meetings or participating in committee activities called or set up by Management officials.

16.07 The Union President will be granted a total of twelve (12) hours per week to carry out duties of the Union provided such days are regularly scheduled working days. Such time shall be mutually agreed upon by the Union President and his Supervisor. Unused time may be banked up to a maximum of sixty (60) hours, beyond which, the time and associated monies will be forfeited.

The employee holding the position of Local Union President shall have "Super Seniority" and shall not be laid-off while other employees are working, provided there is work available which he can perform. It is agreed that an employee holding the position of Local Union President shall not accumulate plant seniority while another employee with greater seniority is on lay-off subject to the application of Section 9.12.

Article 17. HOURS OF WORK

17.01 The hours of work as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week and the work week may be altered to suit business conditions.

17.02 (a) A day is a 24 hour period beginning with the start of the employee's shift. The basic work day is eight (8) consecutive hours of work in the 24 hour period excluding lunch breaks.

(b) A week is a period of seven consecutive days commencing 12:01 a.m. Sunday.

(c) The normal work week shall be forty (40) hours consisting of five (5) consecutive work days. Exceptions may be scheduled for individual employees or groups of employees. These exceptions will be posted in the departments affected.

17.03 The regular shift schedules shall be those set forth in Appendix "X." Should any shift schedule agreed to between the parties (Appendix "X") require the approval of the Manitoba Labour Board, application for such approval will be supported by both parties.

17.04 In departments that operate continuously, in case of absence of an employee, another regular man may work an extra turn as required to maintain continuous production. However, the Company will endeavour to make other arrangements without undue delay, when it has been established that the relief will not arrive.

By mutual agreement with his Supervisor and his relief, an employee may be relieved earlier than the established time, but under no condition shall an employee leave before his relief man is in, except with the consent of his Supervisor.

17.05 Each employee shall be at his work place, ready to start work at the starting time for his shift. Failure to do so shall be considered lateness.

17.06 Employees shall remain at their work place until their scheduled quitting time or until such time as they are relieved, provided the relief is no more than one (1) hour prior to the scheduled quitting time and that the supervisor is notified.

17.07 For the purpose of calculating daily wages, anyone punching in between 0 - 3

minutes late will be without penalty, and in the case of continuous operating departments, the one he is relieving will not receive an overtime premium.

From three minutes late and three minutes overtime, deductions and overtime will be calculated in three minute intervals.

If an employee is over one hour late, he must receive his Supervisor's permission before starting work.

17.08 Exceptions to the normal starting time and lunch periods may be scheduled for individual employees or groups of employees. These exceptions will be posted in the departments affected and discussed with the affected employees.

17.09 In order to facilitate the rotation of shift schedules, the starting and/or ending times of shifts may vary up to one hour. For example, shifts starting at 11:00 p.m. shall be deemed to have started at 12:00 midnight.

17.10 All employees shall be scheduled according to Article 17.03 except where other schedules are established by agreement between the Company and the Union. Under this agreement, a new schedule can be proposed which could deviate from the present schedules. However, a new schedule proposed, including the manner in which overtime provisions and lunch periods are to be applied to that schedule, will have to be agreed upon by the Union, department or departments involved, as well as the Company. This agreement must be reached before the schedule can be implemented.

17.11 When an employee is required by the Company to change from one shift schedule to another or from one shift to another within a schedule, the employee will be notified in writing prior to or at the commencement of the new shift provided, however, that where the shift schedule change is occasioned by a relief no show situation or other unpredictable event, the written notice of shift change will be made as soon as practicable within the first two (2) hours of the shift.

Article 18. OVERTIME

18.01 Definition of Regular Straight time Hourly Pay: The regular straight time hourly pay means an employee's standard hourly rate, including any out-of-line differential but does not include shift premiums, Sunday premium or overtime premiums.

Daily Overtime

18.02 (a) Hours Worked in Excess of Eight: The Company shall pay an employee one and one-half (1½) times his regular straight time hourly pay for all hours he is required to work over eight (8) a day up to a maximum of ten (10) hours, except as provided in 18.03.

(b) Hours Worked in Excess of Ten: The Company shall pay an employee two times his regular straight time hourly pay for all hours he is required to work over ten (10) a day, except as provided in 18.03.

18.03 Exceptions to Daily Overtime: When an employee is permitted by the Company to change from one shift schedule to another, and a new shift starts within the same 24 hour period as his preceding shift, overtime will not be paid as provided in Sections 18.02(a) and 18.02(b).

However, when an employee is required by the Company to change from one

shift schedule to another, and a new shift starts within the same 24 hour period as his preceding shift, overtime will be paid as provided in Sections 18.02(a) and 18.02(b).

In the case of a shift schedule change required by the Company, the employee will remain on the new shift schedule for at least a period of five (5) calendar days. The Union and the Company agree that this section will apply only to seven day continuous operating schedules.

Weekly Overtime

18.04 (a) The Company shall pay two (2) times the regular straight time hourly pay for all hours worked on the sixth or seventh day of work within the week unless such hours are included in an employee's regular schedule (as designated in Appendix "X") in which case he will be paid one and one-half (1½) times the regular straight time hourly pay for all hours worked on this sixth day of work up to a maximum of ten (10) hours.

(b) The Company shall pay two (2) times the regular straight time hourly pay for all hours worked in excess of those hours paid at the initial overtime premium rate on the sixth day of work within the week as provided in 18.04(a) and for all hours worked on a seventh day of work within the week.

18.05 For the purpose of calculating overtime pay, other than daily overtime, an employee will be considered to have worked his regular scheduled shift even though he has been absent from work on that day under the following conditions:

- (a) Absence due to illness or injury certified by a Medical Physician's report that he was unfit to work on that day(s).
- (b) Authorized leave of absence in writing from an employee's Supervisor.
- (c) Absence through disciplinary suspension issued by the Company.
- (d) Approved leave of absence for Union business subject to the requirements of Article 10.
- (e) Approved vacations, subject to the requirements of Article 20.
- (f) Jury Duty, subject to the requirements of Article 23.
- (g) Bereavement, subject to the requirements of Article 22.
- (h) Lieu days, subject to the requirements of Article 19.
- (i) Company/Union meetings, subject to the requirements of Articles 11, 16 and 28.
- (j) An arranged trade of shift with another employee to take a regular shift off as approved by an employee's Supervisor.

18.06 An employee shall not be required to take time off to offset overtime worked or to be worked, but it shall not be considered "time off to offset overtime" when an employee loses time by reason of a change to another shift or a new working schedule. However, the Company will not change an employee's shift schedule simply for the purpose of avoiding overtime payment.

18.07 All hours worked and paid for at overtime rates under one provision of the Agreement shall not be counted when calculating overtime entitlement under any other provision.

18.08 (a) The Company will attempt to give the employees twenty-four (24) hours notice of overtime except in cases of emergency. An employee shall be required to work overtime when requested, unless he gives proper reason for refusing to

work. Where feasible, the Company will have overtime worked on a voluntary basis.

(b) When an employee is required to work in excess of two (2) hours past his scheduled quitting time the Company will supply the employee with a hot meal valued up to \$13.00, at a reasonable time after his scheduled quitting time and additional meals thereafter as nearly as possible at four (4) hour intervals throughout the period of continuous work.

(c) When an employee is required to report for work in excess of two (2) hours prior to his scheduled starting time and who continues working through his scheduled working hours, the Company will supply the employee with a hot meal, valued up to \$13.00, during or as soon after such pre-scheduled hours of work as is reasonably possible to do so.

(d) For those meals outlined in (b) and (c) above, the Company will provide adequate time, at its expense, for the employee to eat the meal.

18.09 Pyramiding of overtime or premium pay for the same hours worked shall not be permitted under this Agreement, nor shall an employee be paid overtime and premium pay for the same hours worked. If two (2) or more pay provisions could have application to the same hours worked, payment shall be made under the provision resulting in the highest pay for such hours.

18.10 Any hours worked, as a result of trade of shift arrangement, will not be counted towards the calculation of overtime pay.

18.11 When overtime is required and scheduled by the Company, the Company shall, to the extent permitted by the requirements and efficiency of operations, assign such work to an employee normally performing the work. If for any reason the Company is unable to contact an employee who normally performs the work, the work will be assigned to any other employee at its discretion.

For the purpose of this Article it is recognized that all employees shall be deemed to be normally performing all Non-Posted Jobs.

Nothing in this section shall be interpreted or construed to restrict or prevent the Company from temporarily transferring any employee to any job on a temporary basis at any time.

Article 19. PAID HOLIDAYS

19.01 Paid holidays under this Agreement mean:

New Year's Day	Civic Holiday
Easter Sunday	Labour Day
Victoria Day	Remembrance Day
Canada Day	Thanksgiving Day
Christmas Day	Boxing Day
Louis Riel Day	Floating Holiday

Employees will be entitled to take the Floating Holiday listed above at a time agreed upon between the employee and the Company, subject to Article 19.03.

For the purpose of administering the Easter Sunday holiday, those employees whose work schedule normally includes Sunday as a regular workday will observe the holiday on Easter Sunday. All other employees working on other schedules will observe this holiday on Good Friday.

For the purpose of administering the Christmas Day, Boxing Day and New Year's Day holidays the period from 7:00 p.m. (8:00 p.m.) December 24 to 7:00 p.m. (8:00 p.m.) December 25 will comprise Christmas Day, from 7:00 p.m. (8:00 p.m.) December 25 to 7:00 p.m. (8:00 p.m.) December 26 will comprise Boxing Day and the period from 7:00 p.m. (8:00 p.m.) December 31 to 7:00 p.m. (8:00 p.m.) January 1 will comprise New Year's Day.

19.02 If an employee is required to work on a paid holiday and does so work:

- (a) that day shall be deemed to have been his regularly scheduled work day for the purpose of this Article, and
- (b) he shall be paid at the rate of two (2) times his regular straight time hourly rate for all hours worked and in addition he shall be paid holiday pay in an amount equal to the regular straight time hourly rate of his posted job for the regular scheduled hours as defined by his work schedule for that day.
- (c) he shall be allowed a day off equal to the regular scheduled hours as defined by his work schedule for that day, without pay in lieu of the holiday. Employees will be expected to take all holidays to which they are entitled, however, any holiday entitlement outstanding on March 15 of the year following that to which the entitlement applies will be forfeited.

19.03 When a paid holiday falls on an employee's regular scheduled day off, he shall, subject to Section 19.07, be granted a holiday with pay in an amount equal to the regular straight time hourly rate of his posted job for the regular scheduled hours as defined by his work schedule for that day, not later than the time of his next annual vacation or at a time convenient to the employee and the Company. Employees will be expected to take all holidays with pay to which they are entitled, however, any holiday with pay entitlement outstanding on March 15 of the year following that to which the entitlement applies will be forfeited and any holiday with pay entitlement pay outstanding for that year will be paid out.

19.04 An employee's request for approval of a lieu day will be made in writing to his Supervisor. The Supervisor will give due consideration to the request and will respond, in writing, within seven (7) calendar days of the written request being submitted to him, which approval will not be unreasonably withheld. Except in cases of emergency, once a mutual agreement as to the date of the lieu day is reached between the Supervisor and the employee, it shall only be changed by mutual consent of the parties.

19.05 Where a paid holiday falls on an employee's regularly scheduled work day but he is not required to work that day, he shall, subject to Section 19.07 and Section 19.02, be paid for that holiday an amount equal to the regular straight time hourly rate of his posted job for the regular scheduled hours as defined by his work schedule for that day.

19.06 For the purposes of calculating the holiday pay referred to in Sections 19.02, 19.03 and 19.05, any employee who worked on a job paying a higher straight time hourly rate than his posted job rate for the full scheduled work day immediately preceding the holiday will be paid at that higher straight time hourly rate for the holiday hours paid under Sections 19.02, 19.03 and 19.05.

19.07 To qualify for a paid holiday on which he does not work, an employee must have worked on his normal shift immediately preceding and immediately following the paid

holiday. This provision shall be waived by the Company in case of legitimate absence.

19.08 Legitimate absence as provided for in Section 19.07 may be for any of the following:

- (a) Absence due to illness or injury certified by a Medical Physician's report that he was unfit to work on that day(s).
- (b) Authorized leave of absence in writing from an employee's Supervisor.
- (c) Absence through disciplinary suspension issued by the Company.
- (d) Approved leave of absence for Union business subject to the requirements of Article 10.
- (e) Approved vacations, subject to the requirements of Article 20.
- (f) Jury Duty, subject to the requirements of Article 23.
- (g) Bereavement, subject to the requirements of Article 22.
- (h) Lieu days, subject to the requirements of Article 19.
- (i) Company/Union meetings, subject to the requirements of Articles 11, 16 and 28.
- (j) An arranged trade of shift with another employee to take a regular shift off as approved by an employee's Supervisor.

19.09 The provisions of Article 19 apply only to employees who have been in the employ of the Company for 15 or more actual days of work.

19.10 Where feasible, the Company will have work done on a paid holiday, worked on a voluntary basis.

Article 20. VACATIONS

20.01 The plant will normally be closed for vacation purposes for at least two (2) consecutive weeks by Departments during July and/or August of each year. Subject to production requirements, the shutdown period will be scheduled to cover a pay period and may include Canada Day or Labour Day. The Company will post, before May 1 in each year, advance notice on the shop bulletin boards announcing the date on which the annual vacation close down will start. All employees, except those otherwise instructed, will take their vacation during this period. Employees eligible for a third, fourth, fifth, or sixth week of vacation shall be given the opportunity of taking it at their convenience up to the end of the current calendar year, subject to production requirements. Employees entitled to a vacation period less than the vacation close down may be required to take a vacation equal to the close down period.

20.02 If the Company decides to institute a system of staggered vacations in any year, it will give the employees notice of such decision before May 1st, and the provisions of this plan will apply. If staggered vacations are instituted, all employees who are entitled to vacation at January 1st, will, if at all possible, be given their vacation during the months of July and August.

20.03 (a) Employees hired prior to or on May 24, 2012 will, subject to deductions as hereinafter provided, receive vacation pay on the following basis:

- (1) Vacation pay shall be computed as a straight percentage of gross earnings for the preceding calendar year.
- (2) Percentages used in above computations will be as follows:

- (i) Less than four (4) years service - four (4) percent.
- (ii) Four (4) years service and less than eight (8) years service - six (6) percent.
- (iii) Eight (8) years service and less than fifteen (15) years service - eight (8) percent.
- (iv) Fifteen (15) years service and less than twenty- eight (28) years service - ten (10) percent.
- (v) Twenty-eight (28) years service and over - twelve (12) percent.

Employees will receive vacation pay only in accordance with their forthcoming vacation time.

(b) Employees hired after May 24, 2012 will, subject to deductions as hereinafter provided, receive vacation pay on the following basis:

- (1) Vacation pay shall be computed as a straight percentage of gross earnings for the preceding calendar year.
- (2) Percentages used in above computations will be as follows:
 - (i) Less than four (4) years service - four (4) percent.
 - (ii) Four (4) years service and less than eight (8) years service - six (6) percent.
 - (iii) Eight (8) years service and less than fifteen (15) years service - eight (8) percent.
 - (iv) Fifteen (15) years service and over - ten (10) percent.

Employees will receive vacation pay only in accordance with their forthcoming vacation time.

20.04 (a) Employees hired prior to or on May 24, 2012 will be entitled to a vacation period as follows:

- (i) Less than one (1) year service - none.
- (ii) One (1) year service and less than four (4) years service - two (2) weeks.
- (iii) Four (4) years service and less than eight (8) years service - three (3) weeks.
- (iv) Eight (8) years service and less than fifteen (15) years service - four (4) weeks.
- (v) Fifteen (15) years service and less than twenty-eight (28) years service - five (5) weeks.
- (vi) Twenty-eight (28) years service and over - six (6) weeks.

(b) Employees hired after May 24, 2012 will be entitled to a vacation period as follows:

- (i) Less than one (1) year service - none.
- (ii) One (1) year service and less than four (4) years service - two (2) weeks.
- (iii) Four (4) years service and less than eight (8) years service - three (3) weeks.
- (iv) Eight (8) years service and less than fifteen (15) years service - four (4) weeks.

- (v) Fifteen (15) years service and over - five (5) weeks.

20.05 Service used in determining vacation period and vacation pay shall be the employee's accredited service as of December 31 of the current year.

20.06 An employee's vacation time will be included in his length of qualifying service.

20.07 An employee who quits or is discharged for cause in any vacation year will be paid the vacation pay to which he is entitled for that vacation year.

20.08 An employee, other than a probationary employee, who is laid off shall receive at vacation time the vacation pay to which he is entitled. An employee who is laid-off may request to receive any accumulated vacation pay to which he is entitled; in such cases the employee will be deemed to have received the vacation time entitlement equating to the vacation pay paid to him.

20.09 Neither an extra day, nor an additional day's pay shall be allowed because a proclaimed holiday, not a paid holiday, falls within the vacation period.

20.10 Employees will not be allowed to postpone their vacations and have them accumulate from year to year, nor will they be allowed to combine two separate years' vacation in the months of December and January, except as approved by the Company. Employees will be expected to take the full vacation time to which they are entitled, however, any vacation entitlement outstanding on March 15 of the year following that to which the entitlement applies will be forfeited and any vacation pay outstanding for that year will be paid out.

20.11 An employee with two (2) years service or more and who has been absent due to certified illness or accident for a continuous period thirty (30) calendar days or more in the preceding calendar year shall receive for his vacation pay the greater of the following:

- (a) His respective computed vacation pay in accordance with Section 20.03, or,
- (b) His respective vacation pay based on forty (40) hours per week at his current standard hourly rate as at January 1 of the current year.
- (c) Section 20.11(b) will not apply in computing vacation pay for an employee with two (2) years service or more who is absent due to certified illness or accident for the whole of the preceding calendar year.

20.12 Vacation Bonus

An employee who takes any period of his vacation entitlement between November 1st of one year and April 30th of the following year shall receive a vacation bonus of ten percent (10%) of his vacation pay for each hour of vacation taken during that period.

Article 21. WAGES

21.01 The Cooperative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated April 16, 1957 (herein referred to as the "Manual"), is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in full herein, provided that reference in the Manual to such jobs as trade or craft,

assigned maintenance, clerical or technical, group leader, testing or inspection, learner, apprentice, instructor, shall not of itself establish existence of such jobs in the operations of the Company or determine that such jobs are within or are not within the jurisdiction of the bargaining unit.

21.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

21.03 Standard Hourly Wage Scale

- (a) Effective May 24, 2012, the Standard Hourly Rate for Job Class 1 shall be \$26.330. A lump sum payment of \$1,500, less applicable deductions, will be paid the first feasible payroll date following the ratification of the agreement.
- (b) Effective Year 2, the Standard Hourly Rate for all Job Classes shall be increased by 1%.
- (c) Effective Year 3, the Standard Hourly Rate for all Job Classes shall be increased by 1%.
- (d) Effective Year 4, the Standard Hourly Rate for all Job Classes shall be increased by 1%.
- (e) Effective Year 5, the Standard Hourly Rate for all Job Classes shall be increased by 1%.

Wage increases shall be effective the first full week pay period in the month of May of each year.

Job Class	Rate	COLA	Total
1	25.550	0.78	26.330
2	25.752	0.78	26.532
3	25.954	0.78	26.734
4	26.166	0.78	26.946
5	26.378	0.78	27.158
6	26.590	0.78	27.370
7	26.802	0.78	27.582
8	27.014	0.78	27.794
9	27.236	0.78	28.016
10	27.468	0.78	28.248
11	27.700	0.78	28.480
12	27.932	0.78	28.712
13	28.164	0.78	28.944
14	28.396	0.78	29.176
15	28.628	0.78	29.408
16	28.860	0.78	29.640
17	29.092	0.78	29.872
18	29.324	0.78	30.104
19	29.556	0.78	30.336
20	29.788	0.78	30.568
21	30.020	0.78	30.800
22	30.252	0.78	31.032
23	30.484	0.78	31.264
24	30.716	0.78	31.496

25	30.948	0.78	31.728
26	31.180	0.78	31.960
27	31.382	0.78	32.162
28	31.584	0.78	32.364
29			32.566
30			32.768
31			32.970

21.04 Effective on the applicable date specified in 21.03, all employees shall have their rates of pay adjusted as follows:

(a) If the employee is not receiving an out-of-line differential prior to the applicable date specified in Section 21.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the employee's job as provided in Section 21.03.

(b) If the employee is receiving an out-of-line differential prior to the applicable date specified in Section 21.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased as provided in Section 21.03 and the following shall govern:

(1) If the employee's new rate resulting from such increase is greater than the Standard Hourly Rate for the job as provided in Section 21.03, the amount by which such employee's new rate is greater than the rate provided in Section 21.03 shall become such employee's new out-of-line differential, (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

(2) If the employee's new rate resulting from such increase is equal to or less than the Standard Hourly Rate for the job as provided in Section 21.03, the rate of pay of such employee shall be adjusted to conform to the Standard Hourly Rate for the job as provided in Section 21.03 and the former out-of-line differential shall be terminated.

21.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

21.06 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such times as the employee is required to perform such job.

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

OUT-OF-LINE DIFFERENTIALS

21.08 The Company shall furnish the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials." Such list shall contain the following information:

(a) Name of incumbent to whom such out-of-line differential is to be paid.

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

21.09 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 21.08 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

21.10 If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

21.11 If, as a result of a lay-off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

21.12 If such employee referred to in Sections 21.10 and 21.11 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

21.13 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

21.14 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

21.15 Except for the application of out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

TEMPORARY TRANSFER

21.16 An employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a lay-off, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. The word "temporary" in this section shall mean a period of up to and including sixty (60) calendar days.

LEARNER RATES

21.17 Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

21.18 A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by promotional sequence of related jobs, shall be established at the level of

the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven (7) to twelve (12) months:
 - (1) One (1) learner period classification at a level two job classes below the job class of the job.
- (b) Code D: Thirteen (13) to eighteen (18) months:
 - (1) A first learner period classification at a level four job classes below the job class of the job, and
 - (2) A second learner period classification at a level two job classes below the job class of the job.
- (c) Code E and higher: Nineteen (19) months and above:
 - (1) A first learner period classification at a level six job classes below the job class of the job.
 - (2) A second learner period classification at a level four job classes below the job class of the job, and
 - (3) A third learner period classification at a level two job classes below the job class of the job.
 - (4) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

21.19 The learner periods as provided in Section 21.18 shall apply to those jobs listed in Appendix "B" of this Agreement except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix "B." Learner periods shall apply only to jobs in Class 8 and up, except where the provisions of Sections 21.20 and 21.21 apply.

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

- (a) In the case of an employee hired for the learning job, the Standard Hourly Rate for Job Class 2, or
- (b) In the case of an employee transferred from another job in the Plant, the lower figure of:
 - (1) the standard hourly rate of the job from which transferred, or
 - (2) the standard hourly rate of the job being learned.

21.21 The learner provisions set forth in Section 21.20 shall apply:

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

21.22 The Company shall furnish the Union on the form set forth as Exhibit "E" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates shall apply only to jobs in this list.

21.23 Employee's time spent on a job requiring a learner schedule shall be cumulative.

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

21.25 The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section 21.18. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded shall maintain his current rate, but not higher than the standard hourly rate of the job being learned, until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

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

SHIFT PREMIUMS

21.27 A day shift shall be one starting between the hours of 6:00 a.m. and 8:00 a.m. An afternoon shift shall be one starting between the hours of 2:00 p.m. and 4:00 p.m. A night shift shall be one starting between the hours of 10:00 p.m. and 12:00 midnight. Notwithstanding Article 18.09, there shall be a shift premium of fifty (50) cents per hour for all actual hours worked on the afternoon shift and sixty (60) cents per hour for all actual hours worked on the night shift.

SUNDAY PREMIUM

21.28 Notwithstanding Article 18.09, the Company shall pay employees a Sunday Premium of one dollar and fifty cents (\$1.50) per hour for all actual hours worked during the twenty-four hour period beginning 12:01 a.m. Sunday or the shift starting time closest thereto.

REPORTING ALLOWANCE

21.29 Any employee, who has not been otherwise notified and reports for work as usual and is sent home because no work is available and/or any employee who has been called in for a short period shall be paid for the equivalent of at least four (4) hours work at his regular straight time hourly pay.

CALLBACK

21.30 A callback occurs when an employee, after he has left the premises and is off duty, is recalled to work outside of his regular schedule. However, no call back occurs when such work assignment is the result of the employee's request or the employee has been recalled from lay-off, vacation, leave of absence or plant shutdown.

In cases where callback pay is due the employee shall be paid two (2) times his regular straight time hourly pay for all hours worked on recall up to the starting time of his scheduled shift, but in any event not less than two (2) hours at two times his regular straight time hourly pay.

Hours worked on a callback shall be considered for the purpose of computing overtime pay.

GENERAL

21.31 Employees shall be paid in accordance with the provisions of this Agreement and any mathematical or clerical errors made, including the preparation, establishment or application of job descriptions, classifications or standard hourly rates, shall be corrected to conform to the provisions of this Agreement.

21.32 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

21.33 Apprentice Rates:

The following schedules shall be the wage rates of apprentices enrolled in Company Apprenticeship programs:

Period	Industrial Mechanic	Job Class
1	(1,040 hours)	3
2	(1,040 hours)	6
3	(1,040 hours)	8
4	(1,040 hours)	12
5	(2,080 hours)	14
	until receipt of trade certificate	
	520 hours	18
Full Rate	(Industrial Mechanic)	23

Period	Industrial Electrician	Job Class
1	(2,080 hours)	3
2	(1,040 hours)	5
3	(1,040 hours)	7
4	(1,040 hours)	9
5	(1,040 hours)	13
6	(2,080 hours)	15
	until receipt of trade certificate	
	*1,040 hours	19
	*1,040 hours	21
Full Rate	(Electrical Technician)	26
* Includes successful completion of MRM training capable of shift coverage in both Mill and Melt Shop		

Period	Machinist	Job Class
1	(2,080 hours)	3
2	(1,040 hours)	6
3	(1,040 hours)	8
4	(1,040 hours)	12
5	(1,040 hours)	14
6	(2,080 hours)	16
	until receipt of trade certificate	
Full Rate	(Machinist)	23

Article 22. BEREAVEMENT PAY

22.01 (a) An employee shall be permitted time off from work for the purpose of grieving, arranging and attending the funeral of a member of his immediate family, up to a maximum of three days. Where any of such dates fall on a scheduled working day for the employee, he shall be paid a bereavement

allowance for each scheduled working day equivalent to the regular straight time hourly rate of his posted job for the regular scheduled hours as defined by his work schedule for that day. Immediate family shall mean parents, parents-in-law, spouse, children, step-children, brothers, sisters, step-parents, grandmother, grandfather, grandchildren, sister-in-law, or brother-in-law.

(b) In the event the funeral and burial of a member of an employee's immediate family as defined in 22.01(a) takes place outside the Province of Manitoba and the employee does not attend, he shall be granted one day time off with pay at his regular straight time hourly rate for the regular scheduled hours as defined by his work schedule for that day providing the day of the funeral falls on his scheduled work day.

22.02 No pay for time off will be granted unless there is a loss of time on scheduled work days.

22.03 The provision of this section will not apply when an employee is off duty for the following among other reasons:

- (a) Leave of absence
- (b) Holiday
- (c) Illness
- (d) Injury
- (e) Lay-Off
- (f) Disciplinary Suspension

Article 23. JURY AND CROWN WITNESS DUTY

23.01 The Company will pay the employee the difference between his regular straight time hourly pay and the pay he receives while serving, or being selected, on a Jury, (including Coroner's Jury), or as a Crown Witness. In order to receive the difference in pay, the employee is required to submit his cheque (Jury Duty) or proof of attendance (Crown Witness) received from the Court to his Supervisor as proof of time served and payment received.

Article 24. PENSION PLAN

24.01 Effective May 23, 2002, all full-time hourly rated employees in bargaining unit jobs will be covered by a pension plan as outlined in Manitoba Rolling Mills Memorandum of Agreement re "Pension Settlement" which formed part of a Memorandum of Agreement between MRM Steel, A division of Gerdau MRM Steel Inc. and Local 5442, United Steelworkers of America signed on May 23, 1973 and as amended in the Memorandum of Agreement dated May 28, 1976, and in the Memorandum of Agreement dated May 23, 1979, and in the Memorandum of Agreement dated May 22, 1982, and in the Memorandum of Agreement dated May 23, 1985 and in the Memorandum of Agreement dated May 23, 1988, and in the Memorandum of Agreement dated March 15, 1991, and in the Memorandum of Agreement dated May 23, 1994, and in the Memorandum of Agreement dated May 26, 1997, and in the Memorandum of Agreement dated June 4, 2002, and in the Memorandum of Agreement dated May 23, 2007, and in the Memorandum of Agreement dated May 23, 2012.

Defined Benefit Pension Plan

Defined Benefit Pension benefits will only be available to employees hired before August 1, 2012. No new hires, rehires, or transfers-in to this bargaining unit on or after August 1, 2012 will be eligible to participate in this Plan.

Defined Contribution Pension Plan

Effective August 1, 2012 the Defined Benefit Pension Plan is closed to new hires, rehires and transfers-in to the bargaining unit. All new employees hired on or after August 1, 2012 will be required to join the Defined Contribution Pension Plan (hereinafter DCP). Employees will be required to contribute 2% of their regular earnings (as defined in the DCP) into the registered plan, of which the Company will match that 2%. Employees will be able to contribute additional voluntary amounts subject to the applicable legislation. The Company will match the employees' voluntary contributions up to a maximum of 2% of the employees' regular earnings (as defined in the DCP).

Retiree Life Insurance

The retiree life insurance benefit will not be provided to any employee hired after August 1, 2012.

Article 25. WELFARE BENEFITS

25.01 Employees will participate as a condition of employment in the benefit plans set out in Section 25.02. The terms and conditions of the policy covering these plans shall govern as though set out herein.

25.02 The following benefits shall apply during the life of this Agreement.

(a) **Life Insurance**

Effective June 1, 2011 \$60,000

(b) **Accidental Death and Dismemberment Insurance**

Effective June 1, 2011 \$60,000

(c) **Weekly Indemnity**

Effective for disabilities commencing on and after July 1, 2012 increase Weekly Indemnity to \$620 per week to a maximum of 26 weeks.

Effective for disabilities commencing on and after July 1, 2013 increase Weekly Indemnity to \$630 per week to a maximum of 26 weeks.

Effective for disabilities commencing on and after July 1, 2014 increase Weekly Indemnity to \$640 per week to a maximum of 26 weeks.

Effective for disabilities commencing on and after July 1, 2015 increase Weekly Indemnity to \$650 per week to a maximum of 26 weeks.

Effective for disabilities commencing on and after July 1, 2016 increase Weekly Indemnity to \$660 per week to a maximum of 26 weeks.

Employees shall participate on the first of the month following completion of their probationary period.

Weekly indemnity is payable on the following basis:

Accident 1st day

Hospitalization 1st day

Surgical Interference	1st day
Sickness	4th day

The Company or Insurance Carrier will pay, or will reimburse the employee, for costs of additional Physician notes/reports or Medical Specialists notes/reports requested by the Company and/or the Insurance Carrier to maintain the employee's weekly indemnity claim.

(d) **Long Term Disability**

Effective for Long Term Disabilities commencing on and after July 1, 2012 the Long Term Disability benefit is \$1,110 per month, with no direct offsets.

Effective for Long Term Disabilities commencing on and after July 1, 2013 the Long Term Disability benefit is \$1,120 per month, with no direct offsets.

Effective for Long Term Disabilities commencing on and after July 1, 2014 the Long Term Disability benefit is \$1,130 per month, with no direct offsets.

Effective for Long Term Disabilities commencing on and after July 1, 2015 the Long Term Disability benefit is \$1,140 per month, with no direct offsets.

Effective for Long Term Disabilities commencing on and after July 1, 2016 the Long Term Disability benefit is \$1,150 per month, with no direct offsets.

For each of the foregoing, if the Long Term Disability benefit and income from all other sources exceeds 85% of gross pre-disability income for an employee, the long term disability benefit will be reduced by the amount of income in excess of 85%. Income from a policy of creditors insurance will not reduce the monthly disability benefit.

The Company or Insurance Carrier will pay, or will reimburse the employee, for costs of additional Physician notes/reports or Medical Specialists notes/reports requested by the Company and/or the Insurance Carrier to maintain the employee's Long Term Disability claim.

Employees shall be eligible to participate in the Long Term Disability Plan after completing three (3) years or more actual work service. They will then be required to join as a condition of employment and will be subject to the terms and conditions of the plan.

(e) **Dental Plan**

Effective June 1, 1976, employees will be covered by an insured Dental Plan. The terms and conditions of the policy covering this plan shall govern as though set out herein. Employees will participate immediately upon completion of 520 regular hours worked (exclusive of any overtime hours worked) since his original date of hire.

(f) **Prescription Drug Plan**

Effective July 1, 2002, employees will be covered by a Prescription Drug Plan. The terms and conditions of the policy covering this plan shall govern as though set out herein. Employees will participate immediately upon completion of 520 regular hours worked (exclusive of any overtime hours worked) since his original date of hire.

(g) **Vision Care Benefit**

Effective May 24, 2007, employees will be covered by a Vision Care Plan. The terms and conditions of the policy covering this plan shall

govern as though set out herein. Employees will participate immediately upon completion of 520 regular hours worked (exclusive of any overtime hours worked) since his original date of hire.

(h) **Extended Benefits**

Effective May 24, 2007, employees will be covered by an Extended Health Benefit Plan. The terms and conditions of the policy covering this plan shall govern as though set out herein. Employees will participate immediately upon completion of 520 regular hours worked (exclusive of any overtime hours worked) since his original date of hire.

25.03 Cost Sharing

The Company will contribute 100% of the premium cost of the insured plan specified in 25.02.

25.04 The weekly indemnity plan will now be registered with Human Resources Development Canada and the anticipated rebate resulting from the reduction in premiums has been used to provide increased benefits.

Article 26. TECHNOLOGICAL CHANGE

26.01 "Eligible Employees" in this Article means any regular full time employee hired prior to the notice given in Section 26.05.

26.02 "Technological Change" - in this Article - means

- (i) the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the operation of its work, undertaking or business, and
- (ii) a change in the manner in which the Company carries on its work or business that is directly related to the introduction of the equipment or material.

26.03 The provisions of this Article are intended to assist employees affected by any Technological Change to adjust to the effects of the Technological Change.

26.04 The Company and the Union hereby specifically waive the provisions of Sections 83, 84 and 85 of The Labour Relations Act, Chapter L 10, Statutes of Manitoba.

26.05 If the Company decides to effect a Technological Change that is likely to affect the terms and conditions, or the security, of employment of a significant number of employees covered by the Agreement or to alter significantly the basis upon which this Collective Agreement was negotiated it shall give the Union at least 3 months notice of the Technological Change stating:

- (a) the nature thereof.
- (b) the date on which it is to be effective.
- (c) the approximate number and classification of employees to be affected.
- (d) the effect that the change is to have on the terms and conditions of employment.

26.06 Upon receipt of the notice referred to in Section 26.05 the Union will meet with the Company within 15 days to establish a Joint Planning Committee for the purpose of preparing recommendations to facilitate the following:

- (a) retraining of employees who will be assigned to new duties, and,
- (b) relocating employees whose services may be terminated as a result of reduction in the work force.

26.07 The Joint Planning Committee will be composed of three Company representatives, three Union representatives, representatives from the Federal and Provincial Governments when appropriate and a Chairman mutually agreed to between the Company and the Union. If the Company and Union cannot mutually agree upon a Chairman, a Chairman shall be appointed in the manner a Conciliation Officer is appointed by the Department of Labour.

26.08 An eligible employee who is permanently terminated by the Company and who, accordingly, loses all seniority rights shall receive a severance allowance of one (1) week [(40) hours at the hourly rate of the job classification to which he has been regularly assigned as per the current seniority list and at the production level

Melt Shop - 1 furnace - 1 ladle furnace -
1 concast - 7 day - 4 shift operation
Mill - 7 day - 4 shift operation]

for each year of service. Severance allowance will not be paid to employees on lay-off who still retain recall rights under the terms of this Agreement.

26.09 An eligible employee who is displaced from his regular job classification and electing to take early retirement instead of working at a new job classification shall not be entitled to a severance allowance set out in Article 26.08.

26.10 An eligible employee for whom work is not available on his regular job classification and his new job classification does not entitle him to more than his regular hourly rate shall be paid for hours worked at a rate equal to the hourly rate of the job classification to which he has been regularly assigned as per the current seniority list and at the production level as defined in Clause 26.08 of the Collective Agreement for one pay period for each year of service, hereinafter called a Maintenance of Earnings Benefit.

26.11 To be paid under Section 26.10 an employee must accept the job with the highest hourly rate of pay to which he is entitled and qualified to receive under the terms of the Agreement during the period set forth in Section 26.10 and continue to accept assignments to any job with a higher hourly rate of pay during the period set forth in Section 26.10. If an employee who is assigned to a job which in his or the Company's opinion, he is unable to perform, the affected employee will be reassigned to a job that he can perform, provided he has sufficient seniority, and maintain his Maintenance of Earnings Benefit.

26.12 The Company undertakes to develop an appropriate In-Plant Training Program for eligible employees who are designated by the Joint Planning Committee as requiring training in order to equip them to perform adequately new and/or changed jobs to which they are to be assigned.

26.13 No additional employees shall be hired by the Company until eligible employees affected by the Technological Change or employees on lay-off as a result of the Technological Change have been allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment. It is understood that to qualify

for this training, employees must have the prerequisites required for the job and the training period would not exceed that which is currently provided on any regular job.

Article 27. HUMANITY FUND

27.01 The Company agrees to deduct on a bi-weekly (pay period) basis the amount (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked. The amount so deducted under this provision will be forwarded to the "Humanity Fund" in care of United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

Article 28. DURATION, TERMINATION AND RENEWAL

28.01 This Agreement, including all appendices thereto, shall take effect and be binding upon the parties from the 24th day of May, 2012 until the fourth Wednesday in May, 2017 (May 24) unless altered or amended by mutual consent of the parties hereto, and shall continue from year to year thereafter until a new Agreement is consummated between the parties hereto, provided that either party may give notice of intention to amend or terminate this agreement by giving the other party such notice in writing at any time within the period of not more than ninety (90) days nor less than thirty (30) days next preceding the expiry date of this Agreement, or preceding the date of expiry of any extended term thereof mutually agreed upon by the parties hereto.

28.02 The Negotiating Committee of the Union shall consist of not more than six (6) persons, at least four (4) of whom shall be employees of the Company.

While negotiating for a new Collective Agreement the employee members of the Union Negotiating Committee will be excused from working their regular shifts on the calendar day of a meeting with Management and will be reimbursed for the resulting loss in pay for that day at their regular straight time hourly rate.

28.03 Within ten (10) days after receipt of such notification or such additional time as may be mutually agreed upon, the representatives of the parties hereto shall meet and make every reasonable effort to conclude a Collective Agreement by negotiations.

28.04 It is agreed that all attached Appendixes, Matrixes and Letters of Understanding shall be included as part of the Collective Agreement.

Signed on behalf of

Gerdau Ameristeel
Selkirk, Manitoba

**United Steelworkers
and its Local 5442**

Gary Schick

Pete Mandryk

Julie Moffat

George Hawes

Mike Palmer

Lawrence Krut

Gavin Tobin

Linton Fredborg

Paulo Leal

Dan Mason

Chad Webster

Tony Sproule

THIS _____ DAY OF JUNE 2012
AT SELKIRK, MANITOBA

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Appendix "B"
LEARNER PERIODS

	1 st Period	2 nd Period	3 rd Period
Metallographer	JC9	JC11	JC13
Technician Grade 2	Not Req'd	Not Req'd	JC8
Test Preparer	Not Req'd	JC7	
Storekeeper	JC4	JC6	JC8
Auto Diesel Mechanic	JC13	JC15	JC17
CNC Lathe Operator	JC10	JC12	JC14
Industrial Mechanic	Not Req'd	Not Req'd	JC18
Off-Line Operator	JC7	JC9	
Casting Process Operator	JC14	JC16	JC18

Appendix "X"

Schedule 1

Monday through Friday from 7:00 a.m. to 3:30 p.m., with one half hour for lunch, not paid for, between 12:00 noon and 12:30 p.m.

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	O	D	D	D	D	D	O	O	D	D	D	D	D	O

Schedule 2

[a] Monday through Friday from 8:00 a.m. to 4:30 p.m. or from 7:00 a.m. - 3:30 p.m. with one half hour for lunch, not paid for, between 12:00 noon and 12:30 p.m.

[b] Tuesday through Saturday from 8:00 a.m. to 4:30 p.m. or from 7:00 a.m. - 3:30 p.m. with one half hour for lunch, not paid for, between 12:00 noon and 12:30 p.m.

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	O	D	D	D	D	D	O	O	O	D	D	D	D	D
B	O	O	D	D	D	D	D	O	D	D	D	D	D	O

Schedule 3

- 5 day, 2 Shift Operations:

First Shift: Monday through Friday, from 7:00 a.m. to 3:30 p.m. with one half hour for lunch, not paid for, between 12:00 noon and 12:30 p.m.

Second Shift: Monday through Friday, from 3:30 p.m. to 12:00 midnight with one half hour for lunch, not paid for, between 8:00 p.m. and 8:30 p.m.

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	O	D	D	D	D	D	O	O	A	A	A	A	A	O
B	O	A	A	A	A	A	O	O	D	D	D	D	D	O

Schedule 4

- 5 day, 3 Shift Operations:

First Shift: From 11:00 p.m. to 7:00 a.m.

Second Shift: From 7:00 a.m. to 3:00 p.m.

Third Shift: From 3:00 p.m. to 11:00 p.m.

The first shift will commence at 11:00 p.m. on Sunday and the third shift will end at 11:00 p.m. on Friday. Employees on this shift schedule shall eat as work and time permit. Because of this stipulation their lunch period will be part of their shift and no deduction in pay shall be made.

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	N	N	N	N	N	O	O	O	D	D	D	D	D	O
B	O	D	D	D	D	D	O	O	A	A	A	A	A	O
C	O	A	A	A	A	A	O	N	N	N	N	N	N	O
A	O	A	A	A	A	A	O							
B	N	N	N	N	N	N	O							
C	O	D	D	D	D	D	O							

Schedule 5-A

7 Day Continuous Operations with 4 shifts.

N = 12:00 - 8:00

D = 8:00 - 4:00

A = 4:00 - 12:00

[] Designated day as provided in 18.04(a)

Employees working on this shift schedule shall eat as work and time permit. Because of this stipulation, their lunch period will be part of their shift and no deduction in pay shall be made.

Should the Company decide to implement an eight (8) hour continuous shift schedule, subject to receiving any required and timely Manitoba Labour Board approvals and meeting operational requirements, the Company will implement the ROTA Schedule in preference to the Timken Schedule outlined in Appendix "X."

Schedule 5-A

7 Day Continuous Operations with 4 shifts.

TIMKEN SCHEDULE														
CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D	D	O	O	N	N	N	N	N	O	A	A	A	[A]
B	O	O	D	D	D	D	D	O	O	N	N	N	N	N
C	A	A	A	A	A	O	O	D	D	D	D	D	O	O
D	N	N	N	N	O	A	[A]	A	A	A	O	O	D	D
A	A	O	O	D	D	D	D	D	O	O	N	N	N	N
B	O	A	A	A	A	A	O	O	D	D	D	D	D	O
C	N	N	N	N	N	O	[A]	A	A	A	A	O	O	D
D	D	D	D	O	O	N	N	N	N	N	O	A	A	[A]
A	N	O	A	A	A	A	[A]	O	O	D	D	D	D	D
B	O	N	N	N	N	N	O	A	A	A	A	A	O	O
C	D	D	D	D	O	O	N	N	N	N	N	O	A	[A]
D	A	A	O	O	D	D	D	D	D	O	O	N	N	N
A	O	O	N	N	N	N	N	O	A	A	A	A	A	O
B	D	D	D	D	D	O	O	N	N	N	N	N	O	[A]
C	A	A	A	O	O	D	D	D	D	D	O	O	N	N
D	N	N	O	A	A	A	[A]	A	O	O	D	D	D	D
A	O	D	D	D	D	D	O	O	N	N	N	N	N	O
B	A	A	A	A	O	O	D	D	D	D	D	O	O	N
C	N	N	N	O	A	A	[A]	A	A	O	O	D	D	D
D	D	O	O	N	N	N	N	N	O	A	A	A	A	[A]
A	A	A	A	A	A	O	O	D	D	D	D	D	O	O
B	N	N	N	N	O	A	[A]	A	A	A	O	O	D	D
C	D	D	O	O	N	N	N	N	N	O	A	A	A	[A]
D	O	O	D	D	D	D	D	O	O	N	N	N	N	N
A	N	N	N	N	N	O	[A]	A	A	A	A	O	O	D
B	D	D	<u>D</u>	O	O	N	N	N	N	N	O	A	A	[A]
C	A	O	O	D	D	D	D	D	O	O	N	N	N	N
D	O	A	A	A	A	A	O	O	D	D	D	D	D	O
A	D	D	D	D	O	O	N	N	N	N	N	O	A	[A]
B	A	A	O	O	D	D	D	D	D	O	O	N	N	N
C	N	O	A	A	A	A	[A]	O	O	D	D	D	D	D
D	O	N	N	N	N	N	O	A	A	A	A	A	O	O
A	A	A	A	O	O	D	D	D	D	D	O	O	N	N
B	N	N	O	A	A	A	[A]	A	O	O	D	D	D	D
C	O	O	N	N	N	N	N	O	A	A	A	A	A	O
D	D	D	D	D	D	O	O	N	N	N	N	N	O	[A]
A	N	N	N	O	A	A	[A]	A	A	O	O	D	D	D
B	D	O	O	N	N	N	N	N	O	A	A	A	A	[A]
C	O	D	D	D	D	D	O	O	N	N	N	N	N	O
D	A	A	A	A	O	O	D	D	D	D	D	O	O	N

Schedule 5-B

7 Day Continuous Operation with 4 shifts.

ROTA SCHEDULE														
CREW	WEEK 1							WEEK 2						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D	A	A	O	N	N	O	O	D	D	A	A	O	N
B	O	D	D	A	A	O	N	N	N	O	D	D	A	[A]
C	A	O	N	N	O	D	D	D	A	A	O	N	N	O
D	N	N	O	D	D	A	[A]	A	O	N	N	O	D	D
CREW	WEEK 3							WEEK 4						
A	N	N	O	D	D	A	[A]	A	O	N	N	O	D	D
B	A	O	N	N	O	D	D	D	A	A	O	N	N	O
C	O	D	D	A	A	O	N	N	N	O	D	D	A	[A]
D	D	A	A	O	N	N	O	O	D	D	A	A	O	N

SHIFT: N = 11:00 - 7:00

D = 7:00 - 3:00

A = 3:00 - 11:00

[] Designated day as provided in 18.04(a)

NOTE:

Letter designation for Night Shift shows the calendar day on which 7 hours of the 8 hour shift is worked.

The first shift of the ROTA day is 11:00 - 7:00.

Employees on this shift schedule shall eat as work and time permit. Because of this stipulation their lunch period will be part of their shift and no deduction in pay shall be made.

Due to the shift rotation unique to the ROTA Schedule, where the schedule provides for 32 regular hours in a week it will be averaged with the 48 regular hours in the following week. Weekly overtime premium will only be paid for all hours worked in excess of 80 in this 2 week period.

The configuration of the ROTA Schedule provides unique opportunities and restrictions to utilize vacation entitlement to the maximum effect. Vacation entitlement under Article 20 shall be administered in accordance with the following schedule.

<u>Number of Weeks</u>	<u>Number of Working Days Entitlement</u>
1	5
2	10
3	15
4	20
5	25
6	30

Accumulated lieu days, if any, will be taken with vacation entitlement. In the event that, after exhausting his entitlement, an employee wishes to have one additional day off to effect a more logical sequence in conjunction with his next regular days off on the schedule, the Company shall grant, subject to operating and scheduling requirements, a one day leave of absence for this purpose.

It is recognized by the parties that they have the authority to agree to the provisions set out in this Schedule. It is understood and agreed that the Union will indemnify the Company against any claim in connection with such authority.

Schedule 6

5 Day, 2 Shift Operations:

First Shift: Monday through Friday with a starting time commencing from 6:00 a.m. to 8:00 a.m. and ending 2:00 p.m. to 4:00 p.m.

Second Shift: Will have a range of starting times Monday through Friday from 5:00 p.m. to 8:00 p.m. and ending 1:00 a.m. to 4:00 a.m. the following day. The hours worked on this second shift will be deemed to have been worked on the day the shift commenced.

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	O	D	D	D	D	D	O	O	A	A	A	A	A	O
B	O	A	A	A	A	A	O	O	D	D	D	D	D	O

Employees on this shift schedule shall eat as work and time permit. Because of this stipulation their lunch period will be part of their shift and no deduction in pay shall be made.

Shift premium for Schedule 6, will be paid in accordance with the conditions of Article 21.27.

All employees working on Schedules 4, 5 and 6 shall be provided with proper times for lunch.

Schedule 7

12 Shift Schedule - 4 Week Cycle

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	O	D	D	O	O	N	N	N	O	O	D	D	O	O
B	N	O	O	D	D	O	O	O	N	N	O	O	D	D
C	D	O	O	N	N	O	O	O	D	D	O	O	N	N
D	O	N	N	O	O	D	D	D	O	O	N	N	O	O
A	O	N	N	O	O	D	D	D	O	O	N	N	O	O
B	D	O	O	N	N	O	O	O	D	D	O	O	N	N
C	N	O	O	D	D	O	O	O	N	N	O	O	D	D
D	O	D	D	O	O	N	N	N	O	O	D	D	O	O

Employees on this shift schedule shall eat as work and time permit. Because of this stipulation, their lunch period will be part of their shift and no deduction in pay shall be made.

The regular shift rotation will be 8:00 a.m. to 8:00 p.m. for the day shift and 8:00 p.m. to 8:00 a.m. for the night shift.

POSTED JOBS, LINE OF PROGRESSION AND NON-POSTED JOBS

ROLLING MILL	
	<u>Job Class</u>
Posted Jobs	
Checker	12
CNC Lathe Operator	16
Line of Progression Entry Job	
Mill Helper	7
Line of Progression (A)	
Mill Operator	13
Steel Inspector	13
Continuous Mill Operator	16
Reversing Mill Operator	20
Line of Progression (B)	
Straightener Operator	10
Shear Operator	11
Pile Table Operator	13
Line of Progression (C)	
Mill Serviceman	12
* Must meet Provincial requirements.	

MELT SHOP	
	<u>Job Class</u>
Posted Jobs	
Bricklayer "C" *	18
Bricklayer "B" *	20
Bricklayer "A" *	22
Concast Repairman	9
Line of Progression Entry Job	
Melt Shop Helper	7
Line of Progression (A)	
Furnace Operator #2	14
Furnace Operator #1	22
Line of Progression (B)	
Scrap Crane Operator	8
Charge Crane Operator	10
Pit Crane Operator	14
Line of Progression (C)	
Tundishman	9
Ladle Operator #1	16
Casting Process Operator	20
Line of Progression (D)	
Billet Bay Operator	10
Line Of Progression (E)	
Spectro-Chemical Analyst	12
Line of Progression (F)	
Diesel Electric Locomotive	12
Crane Operator	
* Must meet Provincial requirements.	

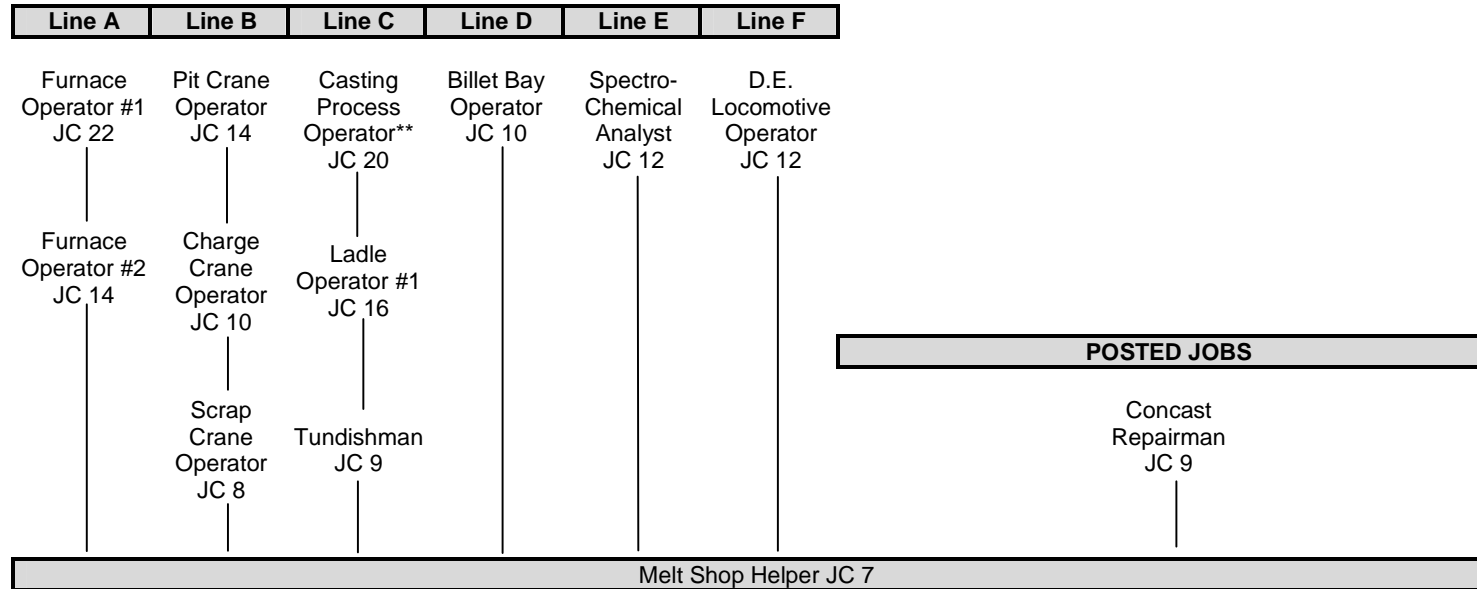
SHIPPING AND OFF-LINE FINISHING	
	<u>Job Class</u>
Line of Progression Entry Job	
Shipping and Off-Line Finishing Helper	6
Line of Progression (A)	
Shipping Operator	11
Line of Progression (B)	
Test Preparer	9
Technician Grade 2	10
Metallographer	15
Line of Progression (C)	
Off-Line Operator	11
Line of Progression (D)	
Bandsaw Operator	7
* Must meet Provincial requirements.	

MAINTENANCE DEPARTMENT	
	<u>Job Class</u>
Posted Jobs	
Carpenter "C" *	16
Carpenter "B" *	18
Carpenter "A" *	20
Electronic Technician "C"	21
Electronic Technician "B"	23
Electronic Technician "A"	25
Electrical Technician "C" *	22
Electrical Technician "B" *	24
Electrical Technician "A" *	26
Welder "C" *	18
Welder "B" *	20
Welder "A" *	22
Hydraulic Pneumatic Repairman "C" *	18
Hydraulic Pneumatic Repairman "B" *	20
Hydraulic Pneumatic Repairman "A" *	22
Machinist "C" *	19
Machinist "B" *	21
Machinist "A" *	23
Operating Engineer 2 nd Class *	24
** Operating Engineer 3 rd Class *	22
Auto Diesel Mechanic *	22
Industrial Mechanic *	23
H.V.A.C. Mechanic *	22
Storekeeper	10
*Must meet Provincial requirements.	
** Temporary JC – Position to be factored through CWS	

NON-POSTED JOBS	
	<u>Job Class</u>
Bar Sorter	5
Labourer	3
Chainman	6
Billet Grinder	3
Electrical Maintenance Helper	5
Mechanical Maintenance Helper	6
Carpenter Helper	5
Helper Concast Repair	5

Should the Company decide to establish any new non-posted job including "helper" it will be added to this list of non-posted jobs. However, the above statement shall not be construed or interpreted to override or supercede any provision of the Collective Agreement.

MELT SHOP



** 3 Learner Periods of 520 hours each, JC 14, JC 16, JC 18

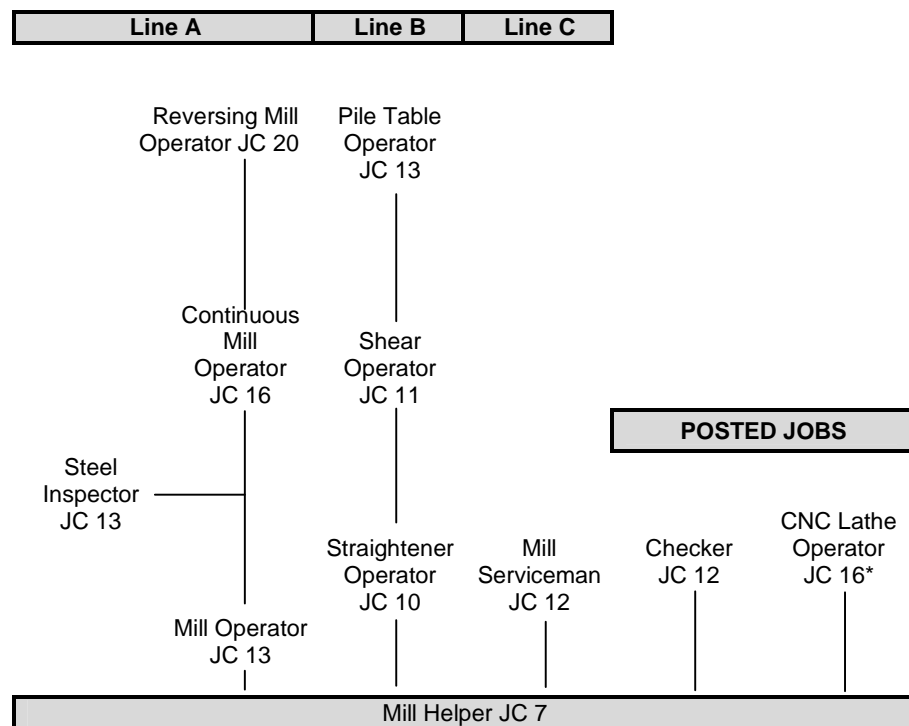
*** 2 Learner Periods of 520 hours each, JC 8, JC 10

Melt Shop Helper is the entry job to Line of Progression A, Line of Progression B, Line of Progression C, Line of Progression D, Line of Progression E and Line of Progression F.

The Melt Shop Helper will be expected to relieve on a temporary basis on any job above the Melt Shop Helper in the Melt Shop.

The Melt Shop Helper will be paid the rate of the job he is performing at any given time in accordance with Section 21.16.

ROLLING MILL



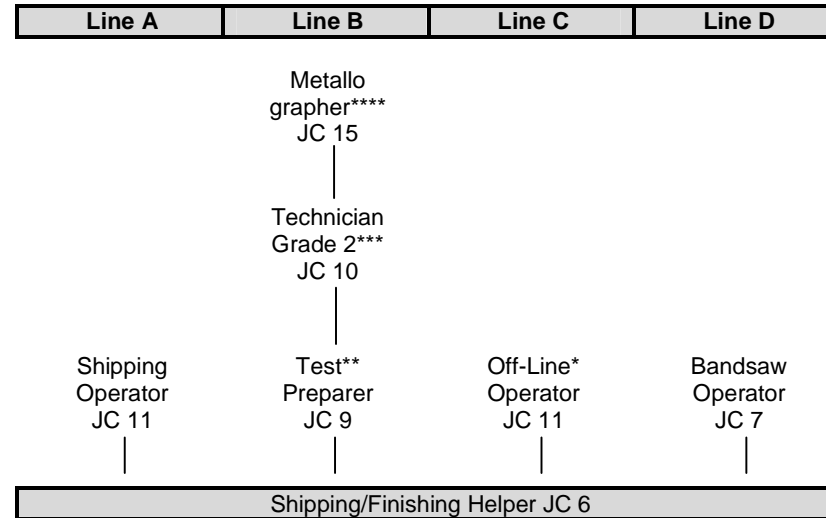
* 3 Learner periods of 520 hours each, JC10, JC12, JC14

Mill Helper is the entry job to Line of Progression A, Line of Progression B and Line of Progression C.

Mill Helper will be expected to relieve on a temporary basis on any job above the Mill Helper in the Mill.

The Mill Helper will be paid the rate of the job he is performing at any given time in accordance with Section 21.16.

SHIPPING AND OFF-LINE FINISHING



* Two Learner Periods of 520 hours each, JC 7, JC 9.

** One Learner Period of 520 hours, JC 7

*** One Learner Period of 520 hours, JC 8

**** Three Learner Periods of 520 hours each, JC 9, JC 11, JC 13

The Shipping & Off-Line Finishing Helper is the entry job to Line of Progression A, Line of Progression B, Line of Progression C, Line of Progression D.

The Shipping/Finishing Helper will be expected to relieve on a temporary basis on any job above the Shipping/Finishing Helper in Off-Line Finishing and Shipping.

The Shipping/Finishing Helper will be paid the rate of the job he is performing at any given time in accordance with Section 21.16.

LETTER OF UNDERSTANDING
SUBJECT: C.W.S. CLASSIFICATIONS - MELT SHOP

For purposes of calculating the dollar value in Factor V the following method has been agreed upon:

Steel in Ladle	=	\$21.00	per ton
Additives	=	<u>2.50</u>	per ton
		\$23.50	
Less cost of heavy melting scrap	=	<u>\$15.00</u>	per ton
		\$8.50	

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: JOB TRAINING

The Company and the Union recognize the importance of employee training and the Company will continue to develop and implement job training programs directed at the following objectives:

1. To improve the job skills and performance of employees on their present job.
2. To assist employees in qualifying for jobs at higher levels in their lines of progression.
3. To assist employees to become qualified for newly-established or changed jobs.

An employee assigned by the Company to a job training program will be paid as follows:

(a) for the time spent in training during his regular working hours, the employee will be paid the rate of pay he would otherwise have received had he worked in his regular job during that time;

(b) for the time spent in supervised training on his own time outside his regular working hours, the employee will be paid an allowance equal to his standard hourly rate for the time spent in such training; and

(c) for the time spent in unsupervised training on his own time outside his regular working hours, the employee will be paid, upon successful completion of the job training program, an amount equal to his standard hourly rate for one-half (1/2) of the standard hours specified by the Company for the completion of such training.

The determination of the time to be spent by an employee in training and the determination of the standard hours specified for the completion of any training shall be made by the Company. The time spent by an employee in supervised or unsupervised training on his own time outside his regular working hours shall be on a voluntary basis and shall not be considered as time worked for the purposes of calculating overtime.

There shall be a committee known as the Joint Training Committee consisting of three (3) employees appointed by the Union which shall be comprised of one each from the Melt Shop, No. 4 Mill and Maintenance Department and three (3) persons appointed by the Company.

The Committee will meet at least once every three (3) months and at such other times as may be agreed upon for the purposes of exchanging and discussing information pertaining to Company training programs and considering specific problems relating to training.

The provisions (a) and (b) above for payment of time spent shall apply to members in committee meetings as a whole of the Joint Training Committee.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: LUNCH BREAKS

Proper time for lunch as noted in Appendix "X" Schedules 4, 5 and 6 will be regarded as 15 minutes between:

For Mills and Related Departments

8:30 a.m.	and	9:30 a.m.
4:30 p.m.	and	5:30 p.m.
12:30 a.m.	and	1:30 a.m.

and 30 minutes between

11:30 a.m.	and	1:00 p.m.
7:30 p.m.	and	9:00 p.m.
3:30 a.m.	and	5:00 a.m.

For Melt Shop and Related Departments

9:30 a.m.	and	10:30 a.m.
5:30 p.m.	and	6:30 p.m.
1:30 a.m.	and	2:30 a.m.

and 30 minutes between

12:00 p.m.	and	1:30 p.m.
8:00 p.m.	and	9:30 p.m.
4:00 a.m.	and	5:30 a.m.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: COST OF LIVING ALLOWANCE

1. Following the release of the Consumer Price Index based on the 1971 equals 100 index by Statistics Canada for May, 2012 the Company shall compare such index with the Consumer Price Index for February, 2012.
2. Effective with the first pay period following the release of the Consumer Price Index for May, 2012 a cost of living allowance will be paid on the basis of one (1) cent for each .3 increase in the period mentioned in paragraph 1.
3. Subsequently, a similar calculation to that described in paragraph 1 will be made, and a cost of living allowance paid on a comparable basis to that outlined in paragraph 2 as follows:

Following the release of the

Index for:

May 2012

August 2012

November 2012

February 2013

May 2013

August 2013

November 2013

February 2014

May 2014

August 2014

November 2014

February 2015

Based on the Comparison of:

May 2012 with Feb. 2012

Aug. 2012 with May 2012

Nov. 2012 with Aug. 2012

Feb. 2013 with Nov. 2012

May 2013 with Feb. 2013

Aug. 2013 with May 2013

Nov. 2013 with Aug. 2013

Feb. 2014 with Nov. 2013

May 2014 with Feb. 2014

Aug. 2014 with May 2014

Nov. 2014 with Aug. 2014

Feb. 2015 with Nov. 2014

May 2015
August 2015
November 2015
February 2016
May 2016
August 2016
November 2016
February 2017

May 2015-with Feb. 2015
Aug. 2015 with May 2015
Nov. 2015 with Aug. 2015
Feb. 2016-with Nov. 2015
May 2016 with Feb. 2016
Aug. 2016 with May 2016
Nov. 2016 with Aug. 2016
Feb. 2017 with Nov. 2016

4. Effective as May 24, 2012, any cost of living allowance being paid as of January, 23, 2014, September 23, 2015 and May 23, 2017 shall be added to the Standard Hourly Wage Scale effective on that date and shall not thereafter be paid as a cost of living allowance.

5. Except as provided in paragraph 4, any increase in the cost of living allowance payable, as calculated above will be added to any cost of living allowance payable in the previous quarter.

Any such allowance will be paid for straight time hours worked only and will not be paid for overtime hours, premium hours or used as a basis for calculation of overtime or premium pay.

6. The continuance of the cost of living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the Index for May, 2012 (1971=100 Base). No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this Agreement.

Should the 1971 Consumer Price Index no longer be available from Statistics Canada, the parties will agree on an equivalent C.P.I. formula.

7. Any decreases in the cost of living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in paragraphs 1 and 3 shall reduce the net accumulated cost of living allowance, payable under paragraph 5 above, effective at the time specified in paragraphs 2 and 3.

AGREED: May 23, 2012

LETTER OF UNDERSTANDING
SUBJECT: 12 HOUR SHIFT SCHEDULE FOR CONTINUOUS OPERATIONS

This letter of understanding sets out the conditions which shall apply for the continuation of the twelve (12) hour shift schedule during the term of this Agreement. It is agreed that any areas of concern regarding the operation of twelve (12) hour shifts will be communicated between the parties and that a joint, fair and good faith effort will be made by both parties to resolve the areas of concern.

It is understood that the provisions of the Collective Agreement will be interpreted and applied on a generally pro-rated basis, accordingly:

1. Shift Premiums will be applied to the night shift only and is pro-rated at fifty-five (55) cents for all hours worked on the night shift.

2. Hours of Work. The regular shift rotation will be 7:00 a.m./8:00 a.m. to 7:00

p.m./8:00 p.m. for the day shift and 7:00 p.m./8:00 p.m. to 7:00 a.m./8:00 a.m. for the night shift. The basic work day will be twelve (12) consecutive hours. The basic work week shall be 40 hours averaged over the 4 week cycle of the schedule. The shift worked shall be deemed to be worked on the calendar day on which it begins.

OVERTIME

Section 18.02, 18.03 and 18.04 of the Collective Agreement and the Letter of Understanding Subject: Change of Shift Schedule are replaced by the following overtime provisions in the administration of twelve (12) hour shifts.

Daily Overtime

The Company shall pay an employee one and one-half (1½) times his regular straight time hourly rate for all hours he is required to work over twelve (12) in a day to a maximum of fourteen hours. Hours worked in excess of fourteen (14) in a day shall be paid at two (2) times his regular straight time hourly rate. Daily overtime will be calculated before calculating weekly overtime.

Weekly Overtime

The Company shall, subject to Article 18.07, pay an employee:

- (a) One and one-half (1½) times his regular straight time hourly pay for all hours worked in excess of eighty (80) averaged over a two (2) week pay period to a maximum of four (4) hours.
- (b) Two (2) times his regular straight time hourly pay for all hours worked in excess of the four (4) hours referred to in (a) above in a two (2) week pay period.
- (c) A shift schedule change which takes place within a pay period, and which involves the 12 HOUR SCHEDULE and some other schedule, will be averaged over the two (2) week pay period in accordance with Sections (a) and (b) above.

VACATION ENTITLEMENT

When Vacation entitlement for employees on special shifts is calculated, this shall be on the basis of forty (40) hours for each week of vacation entitlement in accordance with the Collective Agreement. The total vacation hours allowed shall be divided by the employee's special shift length and the result will be the number of working days of vacation allowed.

Number of Weeks	Number of Hours	Number of Working Days Entitlement
2	80	7
3	120	10
4	160	14
5	200	17
6**	240	20

**For employees hired prior to May 24, 2012 only.

Paid Holidays

Paid holidays will be paid in accordance with Article 19 of the Collective Agreement.

Bereavement Pay

Will be paid in accordance with Article 22.

Jury and Crown Witness Duty

Will be paid in accordance with Article 23, i.e. make up normal wages.

Lunch Periods

Proper time for lunch for employees working twelve (12) hour shift schedule will be as follows:

Between the Shift Hours worked as Follows:	Between the Shift Hours worked as Follows:	Between the Shift Hours worked as Follows:
1½ to 3 hours 20 minutes	5 to 6½ hours 25 minutes	8½ to 10 hours 20 minutes

or as mutually agreed upon in the department.

Employees on this shift schedule shall eat as work and time permits. Because of this stipulation, their lunch period will be part of their shift and no deduction in pay shall be made.

Pay on Day of Injury will be paid in accordance with Article 12.01, i.e. paid for lost time on the day of injury.

Sunday Premium will be paid in accordance with Article 21.28 for the 24 hours as follows:

Sunday 7:00 a.m./8:00 a.m. to 7:00 p.m./8:00 p.m. Sunday

Sunday 7:00 p.m./8:00 p.m. to 7:00 a.m./8:00 a.m. Monday

Relief No Show

A critical concern of the Company is absenteeism and the additional problems at shift changes if relief employees do not show for work. In the event that a relief does not show the employee will remain on the job at the end of his regular shift until his relief arrives. The Company will endeavour to make other arrangements without undue delay, when it has been established that his relief will not arrive. An employee held over because of a relief failing to show may be required to remain for a maximum of four (4) hours.

Successful operation of this Schedule requires the cooperation of all affected employees.

Cancellation of Twelve Hour Shift Schedule

Unless otherwise agreed to by the parties, and subject to the ongoing approval by the Manitoba Labour Board on the same terms and conditions outlined in this Letter of Understanding and the terms of the Collective Agreement, these special shift arrangements will continue as the preferred continuous Shift Schedule under Appendix

"X."

In the event the 12 Hour Shift Schedule is cancelled, the Company will return employees to any other Shift Schedule outlined in Appendix "X."

It is recognized by the parties that they have the authority to agree to the provisions set out in this Agreement. It is understood and agreed that the Union will indemnify the Company against any claim in connection with such authority.

AGREED: May 23, 2012

LETTER OF UNDERSTANDING
SUBJECT: MISCELLANEOUS SHIFT SCHEDULES

Schedule 8

12 Hour Day Schedule - Two Week Cycle

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	D	D	O	O	D	D	D	O	O	D	D	O	O	O
B	O	O	D	D	O	O	O	D	D	O	O	D	D	D

Employees on this shift schedule shall eat as work and time permit. Because of this stipulation, their lunch period will be part of their shift and no deduction in pay shall be made.

The regular shift rotation will be 8:00 a.m. to 8:00 p.m.

Rules for this Schedule follow the same rules as per Continuous 12

Hour Schedule.

This Schedule may be implemented in the Melt Shop for Ladle Operator #2 only.

AGREED: May 23, 2007

LETTER OF UNDERSTANDING
SUBJECT: VACATION SCHEDULING

The Union and the Company agree to the following system for scheduling vacations.

1. An employee may take part or all of his vacation entitlement subject to production requirements, during the months of January to April, inclusive.

2. The Company will schedule, subject to production requirements, one week of vacation, for each employee entitled to vacation in excess of two weeks, during the period March 15 to June 30. In scheduling this one week of vacation during the period March 15th to June 30th, the Company will endeavour to meet the preference of an employee.

3. The Company, subject to production requirements, will provide at least two consecutive weeks of vacation for all employees entitled to same during the months of July and August and in a manner as presently provided for in Article 20 of the Agreement.

4. Remaining vacation entitlement if any, will be taken, subject to production requirements, during the months of September, October, November and December. In the event, however, an employee is not able to complete his vacation entitlement by the end of the vacation year, the remaining vacation entitlement may be extended to March 15th of the following year.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: ISSUE OF EMPLOYEE EARNINGS

1. The normal payday for employees will remain as presently provided - i.e. every second Friday.
 2. Notwithstanding (1) above, where it is possible to do so, employees will be paid on Thursday preceding the Friday pay day.
 3. It is recognized that circumstances beyond the control of the Company could occur and that because of this, employees' pay may not be available as noted in 1 and 2 above. In this event, the Company will post a notice beside the time clocks.
 4. It is the intent of the Company to continue with the current bank deposit system. Pay slips will be available for pick up at the Human Resources Department, or at the employee's request, be distributed by mail. In the event of a postal service interruption, pay slips will be distributed at the workplace.
 5. In the event that an employee's cheque has incorrect pay in an amount greater than six (6) hours of pay at regular rates and where requested by the employee, the Company will rectify this within two (2) business days after confirmation of the error by directly depositing the monies to the employee's bank account.
 6. The Company agrees to provide, upon the request of the employee, reasonable access to details of their hours worked for the pay period inclusive of, and immediately prior to, that in which the request is made.
- AGREED: May 23, 2007

LETTER OF UNDERSTANDING
SUBJECT: VACATION PAY

An employee who has worked in excess of 1700 hours in the calendar year preceding his vacation, shall receive as vacation pay the greater of:

- (a) Vacation pay as computed in accordance with Section 20.03, or
- (b) Vacation pay as based on 40 hours per week at his Standard Hourly Rate.

An employee's vacation time, based on 40 hours per week of vacation taken, will be included in his length of qualifying service.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: GROUP LEADER JOB

A Group Leader Job is a job in which the employee has the combined responsibility of directing the work of a group of employees on other hourly-paid production and maintenance jobs and performing some of the same work as that of the group directed. The direction generally consists of activities such as required to:

1. plan work to be performed by the group;
2. determine "on-the-job" working procedure in the case of repair and maintenance work;
3. arrange for necessary tools, supplies and facilities;
4. assign and instruct members of the group; and
5. inspect, coordinate and record the work performed by the group.

Such direction does not include activities such as required to:

- (a) hire, promote, demote, suspend or discharge members of the group;
- (b) represent the Company in handling employee grievances;

- (c) determine the schedule of hours, days and weeks during which members of the groups shall work; and
- (d) perform other general supervisory Company functions.

The selection of a group leader will be made from the group to be directed. The selection will be made by the Company from those interested individuals who demonstrate acceptable standards as determined by the Company.

The offering and/or continuation of a Group Leader position for any employee will be at the Company's discretion provided, however, that the reason for the decision will be discussed with the affected employee at his request.

Notwithstanding Section 3.11 of the Cooperative Wage Study (C.W.S.) Manual, an employee working as a Group Leader will be paid the greater of five (5) Job Classes above his regular straight time hourly pay or two (2) Job Classes above the highest regular straight time hourly pay in the group of employees he is group leading. AGREED: June 2, 2002

LETTER OF UNDERSTANDING SUBJECT: WORKPLACE SAFETY & HEALTH

The Company and the Union agree to promote safety and health in the plant and to abide by and respect any existing Provincial legislation with respect to plant safety and health. In this regard, employees shall obey all rules and regulations published by the Company and the requirements of The Workplace Safety and Health Act.

It is each employee's responsibility to report immediately to their Supervisor any personal injuries, near misses, and damage to equipment. The Supervisor will make a report and forward a copy to the Safety Department for its recommendations and a copy will be forwarded to the Safety Committee.

No employee shall abuse the right to refuse to perform unsafe work. An employee who refuses to perform work on the grounds that it is unsafe must adhere strictly to the provisions of The Workplace Safety and Health Act, or this letter if applicable.

The Company and the Union agree that, in the event that Section 43 of The Workplace Safety and Health Act is repealed and not replaced, or is replaced in a manner that substantially diminishes an employee's right to refuse unsafe work, the following procedure will come into effect:

Procedure:

1. An employee may refuse to perform work where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety and health of another employee or any other person.
2. Where in accordance with 1 above an employee refuses to work, the employee shall forthwith report his refusal and the reasons therefore to his immediate supervisor, foreman or any other person in charge at the workplace.
3. The person receiving a report under 2 above or a person designated by him shall, together with the employee and at the option of the employee, another employee representing the employee, make an immediate inspection of the worksite and take or cause to be taken such action as is necessary to remedy the dangerous condition.
4. Until the dangerous condition reported by an employee under 2 above is remedied:
 - (a) the employee may continue to refuse to perform the particular work that the employee believed to be dangerous; and
 - (b) the Company shall not assign or require any other employee to perform

the particular work unless that employee has been informed by the first employee, or a safety and health officer designated under The Workplace Safety and Health Act, of the employee's refusal to perform the work and the reason therefore.

5. Following completion of an inspection under 3 above, if the dangerous condition is not remedied, any of the persons carrying out the inspection may notify a workplace safety and health officer designated under The Workplace Safety and Health Act of the refusal to work.

6. Subject to 4(b) above, nothing prevents the doing of any work or thing that may be necessary in order to remedy a condition that is or is liable to be unusually dangerous to the safety or health of an employee.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
SUBJECT: CHANGE OF SHIFT SCHEDULE

Within a week, where an employee is changed from one shift schedule to another or within a shift schedule and he works six (6) days within that week, he will be paid at one and three-quarters (1¾) times his regular straight time hourly pay for all hours worked, up to a maximum of eight (8) hours, on the sixth (6th) day of work within this week notwithstanding any lesser provision contained in Article 18.04 (A).

AGREED: May 22, 1997

LETTER OF UNDERSTANDING
SUBJECT: ASSIGNMENT OF AVAILABLE WORK DURING VACATION
SHUTDOWNS

The purpose of a vacation shutdown is to provide as many eligible employees as possible with a vacation at the same time.

Subject to Section 9.12, work to be performed during a vacation shutdown will be assigned to employees in the following order:

- (a) first, to employees with no vacation entitlement;
- (b) second, to employees who have, with the written permission of the Company, scheduled all of their vacation entitlement for a time other than during the vacation shutdown;
- (c) third, to employees with vacation entitlement, who indicate a willingness to work during the vacation shutdown, on the basis of their seniority; and
- (d) fourth, to employees with vacation entitlement.

In the application of (a), (b), (c) and (d) above, work to be performed during a vacation shutdown:

- (1) in posted jobs and line of progression jobs will be assigned first to the employee holding the posting, in order of their seniority;
- (2) in non-posted jobs will be assigned to employees in order of their seniority.

This letter is only a guideline for distributing available work during a vacation shutdown and shall not be construed or interpreted to override or supersede any provision of this Agreement.

AGREED: May 20, 2002

LETTER OF UNDERSTANDING
RE: WELFARE BENEFITS AND PENSION BOOKLETS

Employee information booklets outlining a summary of the main features of the Group Welfare Benefits Plans and Pension Plan will be prepared and distributed to employees by the Company within approximately three (3) months from the date of signing of this Agreement or, in any case, within a reasonable time period.

Proofs of the booklets will be provided to the Union for its review and comments before the booklets are printed. The parties recognize, however, that in the event of a discrepancy between any information contained in the booklet(s) and the Group Policy or Pension Plan, the terms and conditions of the policy(ies) covering the Welfare Benefit Plans and Pension Plan will prevail.

The Company will forward a copy of the Master Policies covering Welfare Benefit Plans and the Pension Plan to the Union as received by the Company.

AGREED: May 20, 2002

INDEX

Arbitration	6	Job Training.....	56
Benefits.....	37	Lunch Breaks.....	57
AD&D.....	37	Miscellaneous Shift Schedules.....	61
Extended Health.....	39	Vacation Pay	62
Life Insurance	37	Vacation Scheduling	61
LTD.....	38	Welfare Benefits and Pension Booklets..	65
Prescription Drug	38	Workplace Safety & Health	63
Vision Care.....	38	Lieu Day.....	26
Weekly Indemnity.....	37	Line of Progression.....	49
Bereavement Pay	35	Local Union Officers	21
Bulletin Boards	20	Lockouts.....	7
C.W.S.....	29	Non-Posted Jobs	49
Callback.....	34	Out-of-Line Differentials	31
Committees		Overtime.....	23
Contracting Out	1	Daily	23
Grievance	4, 21	Notice of.....	24
Joint Safety and Health	17	Pyramiding of.....	24, 25
Negotiating	41	Weekly	24
Company Rights	2	Paid Holidays	25
Compulsory Check-Off.....	3	Pension Plan	36
Copies of Agreement.....	20	Posted Jobs	49
Discrimination	2	Probation Period	8
Duration, Termination and Renewal	41	Purpose of Agreement.....	1
Employee Lists	8	Recall Procedure.....	15
Grievance Procedure		Relief Man.....	22
Step One	4	Reporting Allowance	34
Step Three.....	5	Safety and Health.....	17
Step Two	4	Educational Leave	20
Grievances	4	Personal Protective Equipment.....	18
Discharge and Lay-off.....	5	Seniority	
Group	5	Definitions.....	7
Harassment	2	Exceptions	9
Hot Meals	25	Exercise of Rights.....	10
Hours of Work	22	Loss of.....	9
Humanity Fund	41	Status.....	8
Injury		Shift Premiums	34
Pay on Day of	20	Sunday Premium.....	34
Job Posting.....	11	Schedules.....	44
Jury and Crown Witness Duty	36	Schedule 1	44
Lay-off Procedure	13	Schedule 2	44
Learner Periods	43	Schedule 3	44
Learner Rates	32	Schedule 4	44
Leave of Absence.....	17	Schedule 5-A	45
Letters of Understanding		Schedule 5-B	47
12-Hour Shift Schedule for Continuous		Schedule 6	48
Operations	58	Schedule 7	48
Assignment of Available Work During		Shutdown.....	13
Vacation Shutdowns	64	Stewards	21
C.W.S. Classifications - Melt Shop	56	Strikes	7
Change of Shift Schedule	64	Technological Change.....	39
Cost of Living Allowance	57	Temporary Transfer	10, 32
Employee Earnings	62	Union Dues.....	3
Group Leader Job.....	62	Union Recognition.....	1

Union Representatives.....	21	Vacations.....	27
Union Security	3	Wages.....	29
Vacancies		Apprentice Rates.....	35
Permanent.....	11	Standard Hourly.....	30
Temporary	16	Supplementary Pay	30
Vacation Bonus.....	29		