

Collective Agreement

Dated: 01 January 1994

Ending: 31 March 1997

**Between:
Slater Steels
Hamilton Specialty Bar Division**

**A Division of Slater Steel Inc,
Hamilton, Ont.**

**And:
United Steelworkers of America**

Local 4752

01522 (04)

SLATER STEELS
HAMILTON SPECIALTY BAR DIVISION

Company Rules

Procedure for Reporting to the Company
Contact the Medical Department at
548-5350

In accordance with plant rules, employees are required to observe the following procedure to be considered for an authorized absence:

(a) ABSENCE WITHOUT PRIOR PERMISSION

Notify the Medical Department at least one hour before the start of the day shift and three hours before the start of the afternoon or night shifts and indicate reason for such absence.

(b) ABSENCE OF 4 HOURS OR MORE DURATION

Notify the Medical Department of your return to work at least four hours before the start of your scheduled shift. Such notification will not relieve you of your responsibility under (a).

(c) REPORTING TO WORK

Before reporting on the job, obtain a "Return to Work Permit" from the Medical Department for all absences. In cases of illness of four or more calendar days duration or when requested, you must produce medical evidence from a recognized medical practitioner indicating cause of illness and certification of ability to return to work. In addition, anyone who has been absent due to an accident or illness for a continuous period of two weeks or more must be re-examined by our Company doctor before resuming work.

(d) EXCUSED FROM WORK DURING SHIFT

When excused from work by your Supervisor for illness, report to the Medical Department and obtain an "Exit Permit" which is to be left at the security guard office, before punching out. You are required to notify the Medical Department of your return to work at least four (4) hours before the start of your scheduled shift.

An employee failing to comply with the above may be refused work until his/her new work schedule is established. If you cannot notify the Company at the number listed at the top of the page, contact your supervisor immediately. Failure to communicate as provided above will be just cause for application of the provisions contained in the Agreement.

THESE RULES DO NOT FORM PART OF THE AGREEMENT.

**SLATER STEELS
HAMILTON SPECIALTY BAR**

MISSION STATEMENT

Slater ~~Steels~~ Hamilton Specialty ~~Bar~~ Division's objective is to satisfy the needs of our investors and ~~employees~~ - for security, earnings, and growth while honouring our obligation to ~~society~~, our community and our customers through WORLD CLASS competitive performance as a customer driven, low cost producer of specialty steel products.

Focus

Our philosophy revolves around four key areas:

Our Customers

To ensure they are pleased to do business with us.

Our People

To ensure we continue to upgrade skills and ~~take~~ advantage of their innovation so as to differentiate ourselves ~~from~~ the competition.

Our Product

To ensure that we offer WORLD CLASS quality, service and cost.

Our Profits

A measure of how well we have utilized all of our resources

GUIDELINES

- **Our Customers, the Focus of Everything that we do** - Product offering, quality, customer service, technical support and price are our means for achieving ~~total~~ customer satisfaction.
- **Quality Comes First** - The quality awards that we have attained **symbolize** our continuing commitment to quality. Our future depends on our **ability** to out perform ~~our~~ competition in quality and customer service.
- **Continuous Improvement is Essential** - It must be an integral part of every aspect of our organization. There is no 'standing still'; we must progress faster than our competitors.
- **Employee Involvement is Our Way of Life** - Our people are our most valuable resource Customer satisfaction and continuous improvement can be best accomplished through the development and effective utilization of our human resources. We must provide healthy, safe working conditions, recognize superior performance, creativity and innovation and foster individual growth.
- **Supplier Relationships are Important** - We must stand behind suppliers who support our goals of Continuous Improvement, added customer value and lower cost.

TABLE OF CONTENTS

| Article | Page |
|-------------------------------------|------|
| 1 purpose | 4 |
| 2 Recognition | 4 |
| 3 Relationship | 4 |
| 4 Union Security | 5 |
| 5 Management | 5 |
| 6 Union Representation | 5 |
| 7 Grievance Procedure | 6 |
| 8 Seniority | 9 |
| 9 Wages | 18 |
| 10 Hours of Work | 26 |
| 11 Strikes and Lockouts | 32 |
| 12 Statutory Holidays | 32 |
| 13 Vacation with Pay | 34 |
| 14 Leave of Absence | 37 |
| 15 Jury Service & Bereavement Leave | 38 |
| 16 Safety and Health | 38 |
| 17 Bulletin Boards | 41 |
| 18 Derogatory Notices | 41 |
| 19 Termination | 41 |
| 20 Appendices | 4 |

APPENDICES

- Schedule "A" - Stewards
- Appendix "A" - C.W.S. Manual
- Appendix "B" - Standard Hourly Wages Scales
- Appendix "C" - Rolling Mill Incentive Plan
- Appendix "D" - Learner Periods
- Appendix "E" - Technological Change Plan
- Appendix "F" - Maintenance
- Benefit "A" - Pension Plan
- Benefit "B" - Group Benefit Plans
- Benefit "C" - supplementary Unemployment Benefit Plan

The Benefits are covered in detail by separate booklets.

LETTERS OF INTENT

- Cost-of-Living Allowance
- Incentive Earnings Calculations
- Supplementary Payment Program
- 12 Hour Shifts - Maintenance

THIS AGREEMENT dated this 1st day of January, 1994

BETWEEN:

SLATER STEELS
HAMILTON SPECIALTY BAR DIVISION
A DIVISION OF SLATER INDUSTRIES INC.
319 Sherman Avenue North
Hamilton, Ontario

(hereinafter called "the Company")

OF THE FIRST PART;

- and -

UNITED STEELWORKERS OF AMERICA
and its Local Union 4752

(hereinafter jointly and severally referred to as "the Union")

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and those of its employees coming within the scope of this Agreement and to provide machinery for the prompt and equitable disposition of Grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the scope of this Agreement, to the end that there shall be no interruptions of work or interference with production while this Agreement is in effect.

ARTICLE 2 - RECOGNITION

2:01 The Company recognizes the Union as the exclusive collective bargaining agency for the bargaining unit of its employees defined as "all its employees at its plant located in Hamilton save and except Supervisors, persons above the rank of Supervisor, security guards, and office staff", and reference herein to "employee(s)" shall be deemed to mean only employees within the scope of the above defined bargaining unit.

ARTICLE 3 - RELATIONSHIP

3:01 No employee shall be discriminated against or coerced or restrained in any manner on account of his/her membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3:02 Neither the Union nor any of the employees will discriminate against or coerce or restrain in any manner any employee because of his/her membership or non-membership in any labour organization or by reason of any activity or lack of activity, in any labour organization.

3:03 Except as otherwise provided in this Agreement or necessary activities in connection with the processing of Grievances, neither the Union nor any of the employees will engage in Union activities during working hours or hold meetings at anytime on the premises of the Company or distribute or cause to be distributed any hand bills, pamphlets, dodgers, Union publications or the like during working hours or on the premises of the Company.

4:04 Violation of any of the foregoing provisions by any employee shall be just cause for disciplinary action subject to the right of such employee to process a grievance under the Grievance Procedure.

ARTICLE 4 - UNION SECURITY

4:01 Union Dues will be deducted and remitted from the first pay in a calendar month from the employees represented by the Union as the bargaining agency who have signed an authorization as hereinafter provided. In the event the Company fails to deduct an employee's dues from the first pay in the month for any reason and the employee works in or receives vacation pay for that month, the Company will deduct the dues from the first pay in the next following month and such deduction shall be in addition to his/her regular dues for such next following month. Such Union Dues shall be remitted to the Financial Secretary of the Union.

4:02 Such authorization shall be in a form provided by the Union and approved by the Company. The Company may, but shall not be under any obligation to deduct and remit Union Dues as aforesaid pursuant to the aforesaid authorization unless there is an Agreement in full force and effect between the parties.

4:03 The parties agree that all employees after the date of execution of this Agreement and during the term of this Agreement will be required as a condition of their employment, and in the case of new hires within thirty (30) days after the date of commencement of employment, to assign to the Union through payroll deductions an amount of money equal to the monthly Union Dues and for such purpose to sign an authorization in the form hereinbefore provided.

ARTICLE 5 - MANAGEMENT

5:01 The Union acknowledges that the management and operation of the Company's plant, the efficiency, direction, supervision and control of all operations and all working forces, including the right to discipline, hire, suspend and discharge employees for cause, to make and enforce reasonable rules to promote safety, efficiency, order, discipline and protection of the Company's property, to relieve employees from duty because of lack of work or for other legitimate reasons, to schedule its operations, extend, limit, curtail, or re-schedule its operations when at its sole discretion it may deem it advisable to do so except as specifically set forth otherwise in this Agreement, is the exclusive function of the Company and shall remain vested solely in the Company subject to the right of any employee to lodge a Grievance under the Grievance Procedure in the manner and the extent therein provided.

5:02 The number of employees assigned to each job including trade or craft, helper, plant maintenance, learner and apprentice jobs shall be determined by the Company provided that the placement or displacement of an employee on or from any such job shall be in accordance with this Agreement.

5:03 The Company will continue with its existing communications programs.

ARTICLE 6 - UNION REPRESENTATION

6:01 The Union may appoint or elect stewards and chief stewards in each of the departments to the number provided for in Schedule "A" hereto. An employee must have at least twelve months' seniority before being eligible for appointment or election as a steward unless there is no suitable employee on the shift which he/she would represent as steward with twelve months' seniority, in which case a steward with less than twelve months' seniority may be eligible for appointment

or election as steward.

6:02 The employees shall be represented for the purpose of Article 7 by a Grievance Committee consisting of three elected members of the bargaining unit. The Union President *may* attend all third step Grievance meetings. The Union will advise the Company in writing of the **names** of the stewards, chief stewards, and the officers of the Local Union, and changes in such appointments.

6:03 The Company will recognize a **Negotiating Committee** to represent the Union in negotiating an Agreement **with the Company or any** modifications or revisions thereof composed of four (4) members of the Local Union who shall be employees of the Company, together with a representative of the International Union. This number may be increased or decreased by mutual consent.

6:04 The Grievance Committee shall be afforded such time off without pay, except **as** hereinafter provided, **as** may be required in order to properly carry out their duties under this Agreement. The members of the Grievance Committee, while acting in such capacity, shall be entitled to be recompensed at the rate they would have received when working for necessary Grievance **Committee** business up to a total for all members of the Grievance Committee collectively of forty (40) hours for each three consecutive four-week periods during the time this Agreement is in effect.

A Grievance Committee person shall obtain the permission of his/her Supervisor before leaving his/her work to deal with a Grievance. Such permission shall not be unreasonably withheld.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 (a) Any difference that arises between the parties or the Company and any of its employees **as** to interpretation, application, administration, or alleged violation of the Agreement, including any question whether a matter is arbitrable, shall constitute a Grievance and all such Grievances shall be dealt with in the following manner.

(b) Any Grievance must be initiated for processing through the Grievance Procedure within seven (7) calendar days of the time when the Grievance arises.

7:02 STEP NO. 1

(a) The Grievance must be **discussed between** the Grievor and/or his/her departmental Steward **and** the Supervisor involved. If the Grievance **is** not **discussed** with the Supervisor involved, it **will** not be considered **further** in the Grievance Procedure.

(b) If the Grievance cannot be settled immediately, the Grievance will be stated in writing to the Supervisor within fourteen (14) calendar days and be signed by the Grievor. The Supervisor shall render his/her decision in writing within five (5) calendar days to the representing Steward with copy to the Departmental Chief Steward.

(c) Failing satisfactory settlement at this step, the employee may bring the Grievance forward to Step No. 2 within seven (7) calendar days from the date of the decision at Step No. 1.

7:03 STEP NO. 2

(a) The Department superintendent or his/her nominee shall meet with the relevant Chief Steward or his/her designated departmental steward and the Grievor if so required within seven (7) calendar days from the date of receipt of such

grievance to attempt to settle the grievance.

b) A written decision shall be rendered by the Departmental Superintendent or his/her nominee to the Departmental Chief Steward with copy to the Chairperson of the Union Grievance Committee within five (5) calendar days of such meeting.

c) Failing satisfactory settlement of the Grievance at this step, the Grievance shall be eligible to be brought forward to Step No. 3 within seven (7) calendar days from the date of the decision at Step No. 2 by referring the Grievance to the Manager - Human Resources.

7:04 STEP NO. 3

(a) The Grievance will be discussed within twelve (12) calendar days from receipt of such Grievance with the Manager - Human Resources or his/her nominee and the Grievance Committee (with the assistance of a representative of the International Union if the Grievance Committee so desires) to attempt to settle the Grievance.

(b) A written decision referencing the Grievance number, employee(s) involved, his/her (their) clock number(s) and the subject shall be rendered to the Chairperson of the Union Grievance Committee with a copy to each member and the relevant Chief steward by the Manager - Human Resources or his/her nominee within seven (7) calendar days of such meeting.

(c) Failing satisfactory settlement at Step No. 3, the Grievance may be referred to Arbitration as hereinafter provided.

(d) Where practicable, a monthly Step 3 Grievance meeting will be scheduled.

7:05 STEP NO. 4

(a) If a settlement is still not arrived at through the above procedure, the matter in dispute will be referred to an Arbitrator mutually agreed upon by both parties. The party referring the matter to arbitration shall notify the other party in writing within twelve (12) calendar days of the rendering of the decision at Step No. 3 of its intention to so proceed. If the choice of an Arbitrator cannot be mutually agreed within seven (7) calendar days, each party shall name its representative to a three-person Board of Arbitration. The members nominated by the parties shall then endeavour to agree upon some impartial person to act as Chairperson of the Board of Arbitration. If the parties are unable to agree upon a Chairperson, either party may request the Minister of Labour for the Province of Ontario to appoint a Chairperson, who upon such appointment shall become the Chairperson of the Board of Arbitration.

(b) The single Arbitrator or the Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to make any new provisions or any decision or award inconsistent with the terms of this Agreement nor except as provided in Article 7:08 shall it deal with wages.

(c) Save as aforesaid, the decision or award of the single Arbitrator or the Board of Arbitration shall be final and binding upon the parties and upon any employee(s) concerned.

(d) The parties shall pay one-half of the remuneration or expenses of the single Arbitrator or the Chairperson of the Board of Arbitration and any other expenses that have been mutually agreed may be incurred by the single Arbitrator or the Board to assist in arriving at a decision. Each party shall pay the remuneration and expenses of its own nominee to the Board of Arbitration. Any other expenses of the arbitration shall be borne by the party which incurs the same.

7:06 (a) Members of the Grievance Committee shall have the right to initiate a group Grievance involving 3 or more Grievors identified by clock number or name or a **policy grievance** in writing at Step No. 3. This privilege shall not be used to circumvent the normal procedure of this article.

(b) Any difference between the parties relating to the interpretation, application or administration of the Manual, including any question whether a matter is arbitrable, or where an allegation is made that the Manual has been violated, shall constitute a Grievance and shall be resolved through the Grievance Procedure laid down in this Agreement, but any such Grievance shall be initiated at Step No. 3

(c) If an employee is suspended or discharged, the Grievance shall be initiated at Step No. 3 of the Grievance Procedure within seven (7) calendar days of the time the Grievance arises. Such Grievance must be signed by the Grievor or a Member of the Grievance Committee.

The parties will meet to discuss such Grievance within **three (3) calendar days** following receipt of the Grievance.

Before a suspension other than "balance of the shift" type is effected, a meeting between the Vice President - Manufacturing and the Union President or their designates will be held.

7:07 Except as otherwise provided in this Agreement, the final adjustment of any Grievance shall not involve the making of any retroactive adjustment or payment by the Company beyond a period not exceeding **thirty (30) days** prior to the date of the initial presentation of the Grievance at Step No. 1, or Step No. 3 for group and **policy Grievances**. The Arbitrator or the Board of Arbitration shall have power to decide up to the limits provided whether or not, in the final adjustment of any Grievance, any retroactive adjustment or payment of **wages** is required by the Company on the ground that an employee has been deprived of wages as a result of a violation of the Agreement by the Company and where such violation involves disciplinary action resulting loss of **wages**, whether the disciplinary action should be modified if, in the opinion of the Arbitrator or the Board, the extent of the discipline is unreasonable in relation to the offence.

7:08 If any employee who has been laid off or discharged is subsequently reinstated as a result of a Grievance processed pursuant to this Article 7, the Company may pay full compensation at the employee's regular rate for time lost while the employee has been so laid off or discharged prior to reinstatement, or may arrive at a settlement with the Grievance Committee whereby less than full compensation is paid, which shall be final and binding upon both parties of this Agreement and the employee or employees affected, provided however the Company shall not be obliged to make any adjustment or payment beyond the period hereinbefore provided in this Article.

7:09 Any Grievance involving a loss of earnings to an employee(s) which is resolved in favour of an employee(s), payment shall be made no later than the pay period following the pay period in which the Grievance was resolved, if practical.

A copy of any instruction to payroll to pay a particular grievance will be addressed to the employee involved and deposited in his/her Stewards mailbox. In addition, a copy of such notice will be sent to the chairperson of the Union Grievance Committee.

ARTICLE 8 - SENIORITY

8:01 (a) "Seniority" is the relative status of employees as measured by length of service with the Company. The purpose of seniority is to provide a basis or policy of rights or preferences as to layoff, rehiring and promotions within the bargaining unit but not to promotions from positions within the bargaining unit to positions outside the bargaining unit.

(b) "Incumbent" as used in this Agreement shall be an employee holding a regular job as a result of permanent assignment or by being awarded a posted permanent vacancy

8-2020

8:02 The first ~~ninety (90) days worked~~ shall be considered a probationary period. The first ~~one hundred and eighty (180) days worked~~ for each student employee shall be considered a probationary period. An employee on probation shall not be entitled to any of the Seniority rights granted by this Agreement, nor shall he/she be entitled to process a Grievance with respect to discharge or lay-off. After such probationary period, his/her seniority shall date from the time he/she was hired, or in the case of an employee (excluding students) who was previously laid off and rehired, there shall be added to such seniority any period of continuous employment of thirty (30) days or more as a probationary employee within the one hundred and eighty (180) day period preceding his/her last hiring date.

For employees scheduled on twelve (12) hour shifts, each shift shall constitute a day and one half for probationary purposes.

Probationary employees who have been laid off and are subsequently rehired will have any period(s) of continuous employment of thirty (30) days or more as a probationary employee within the one hundred and eighty (180) day period preceding their last hiring date, included in the computation of their probationary period.

8:03 The Company will maintain its present seniority list of its employees and twenty (20) new lists including additions to or deletions from the present list will be given to the Union every six months.

Such lists shall give the employee's name and length of service with the Company as shown by the Company's records.

8:04 An employee shall lose his/her seniority status and his/her name shall be removed from the seniority list:

(a) If he/she quits his/her employment voluntarily or is discharged for just cause and is not reinstated; or

(b) If he/she fails to report after a lay-off within ten (10) full working days after a notice of recall by registered letter sent to him/her at his/her last address as shown on the Company's records, (If employees are physically disabled at the time of recall, the right to recall will be extended until they are able to return to a maximum of six (6) months. Benefits coverage will be effected upon their return); or

(c) If he/she fails to report for work after absence without permission for a period exceeding three (3) full working days or within three (3) full working days after his/her leave of absence has expired; or

27-48

(d) On the expiration of a period equivalent to his/her plant wide seniority, with a minimum of twenty (20) months and a maximum of forty-eight (48) months, following a lay-off during which period the employee has not been recalled; or

(e) When an employee is absent for a period exceeding four (4) full working days beyond the time allowed under the Workers' Compensation Act or regulations.

8:05 (a) In all cases of lay-off, assignment in lieu of lay-off, recall, promotion, and filling vacancies within the bargaining unit, preference shall be given to employees in accordance with their seniority provided they are qualified to fill the job requirements satisfactorily.

(b) Vacancies which occur in a Department at the commencement of a shift (subject to the limitations of Article 10:10) and which would result in a promotion for a lower employee shall, wherever practical, be filled by such an employee at work in the Department and on the shift.

(i) who has rights and obligations as per Article 8:10 (c) then

(ii) who is the senior most qualified such employee.

With specific exceptions noted below, in the event that the Company fails to and declines to offer such promotional opportunities the Company shall pay to the employee in question the difference in earnings involved.

For the purpose of the above:

(1) Employees who decline aforesaid promotional opportunities shall be considered to have waived their rights to the specific promotion in question for a period not to exceed 6 months. Should an employee decline a promotional opportunity as stated above, the employee's immediate supervisor will have the employee sign the standard "Waiver of Promotional Rights" form and will provide a copy of same to the departmental Union Steward.

(2) Persons working in the job classifications noted below will not enjoy the rights conferred by this letter:

(a) Weigh person

(b) Crane person

(c) Break-in Learner or Learner

(3) The plant will be divided into the following departments:

(a) Reheat Furnace and Billet Yard

(b) Rolling Mill, Hot Beds and Hot Shears

(c) Finishing, Ball Shop, Shipping and Straightening

(d) Melt Shop and Concast

(e) Yard

(f) Maintenance

(g) Roll Shop (includes the Roll Bearing Assembly Shop)

(h) Stores

(i) Laboratory

When an employee on a break-in learner or learner job is used as direct replacement on the job being learned, he/she will be paid the rate of the job including incentive if applicable.

(c) Wherever practical, the following sequence will be followed in filling a "day to day" vacancy created by an employee who is absent from work and has followed the Procedure for Reporting to the Company:

1) Fill the vacancy as per (b) above;

2) Fill the vacancy as per Article 10:10;

3) Fill the vacancy as per (b) above and then assign a qualified employee to work overtime. In this situation, "non-incumbent" working overtime Grievances will be considered to be without merit.

(d) Postings for the following positions will indicate that the successful completion of a testing is required to be the selected applicant

- Pipefitter/Millwright
- ~~Systems~~ & General Plant Lubrication Person
- Welders
- Carpenters
- Machinists
- Repairer
- Instruments & Controls
- Electronic Repairer
- Electrician
- Blacksmith
- Pattern Maker
- Roll Turner
- ~~Roll~~ **Bearing** Assembler
- Metallurgical Observer
- Chemical Lab Technician
- Chemical Lab Person
- Physical Lab Technician
- Non-Destructive Testing Technician
- Quality Assurance Technician

Applicants for a break-in, learner or apprenticeship in the above mentioned classifications **will** be required to write an aptitude test.

The International Representative and a Company Representative will meet to **discuss** any questions the Union has relative to the **tests** for the above mentioned positions.

8:06 Whenever (a) a breakdown of equipment, or (b) a lack of materials occurs and an employee is temporarily sent home or laid off as a result thereof, such employee may be sent home or laid off without regard to the seniority provisions of this Article, provided however that the total time lost by any such employee shall not exceed three (3) consecutive working days at one time or a total of six (6) working days in any one month, and provided further that if more than one employee is affected at any one time but not all employees performing similar work are affected, the employee or employees to be so sent home or laid off shall be those with the least seniority in the group.

For the purpose of this Article, "similar work" as it relates to the cranes in the Melt Shop shall differentiate by Type II (spell crane operators included), #8/10 or #17/18.

8:07 In the event of a temporary reduction of the work force due to causes not specifically referred to in 8:06 and an employee is temporarily sent home or laid off as a result thereof, such employee ~~may~~ be sent home or laid off without regard to the seniority provision of this Article, provided, however, that the total time lost by any such employee shall not exceed two (2) consecutive working days at any one time or a total of four (4) working days in any one month, and provided further that if more than one employee is affected at any one time but not all employees performing similar work are affected, the employee or employees to be so sent home or laid off shall be those with the least seniority in the group.

For the purpose of this Article, "similar work" as it relates to the cranes in the Melt Shop shall differentiate by Type II (spell crane operators included), #8/10 or #17/18.

8:08 For the purpose of this Article, the term "lay-off" shall not include interruptions of work in the form of a reduced work week of not less than four (4) days a week subject to the following:

18-1

(a) The four (4) day work week when applied on a departmental basis, and no to all departments. ~~will be limited to four (4) weeks in any three (3) months period~~

(b) The four (4) day work week when applied to all departments. will be limited to thirteen (13) weeks in any calendar year.

The total number of four (4) day weeks with any combined application of (a) and (b) above shall not exceed Seventeen (17) weeks in any calendar year for any one department.

If additional work is required beyond the four (4) day work week, the work will be assigned to the senior incumbent who would normally be scheduled on that shift.

The Company will discuss with the Union in advance any intention to apply these provisions. These provisions may be changed or extended by mutual agreement. Other alternatives such as vacation scheduling, departmental shutdowns, etc. may be effected by mutual agreement.

For the purpose of this Article, "similar work" as it relates to the cranes in the Melt Shop shall differentiate by Type II (spellcrane operators included), #8/10 or #17/18.

8:09 (a) Employees who are promoted or transferred from positions within the bargaining unit to positions outside the bargaining unit for a period or periods up to a maximum of 182 calendar days in any calendar year, shall have their names removed from the seniority list during all such transfers but shall retain and accumulate seniority, and if transferred back into the bargaining unit, shall have their names and accumulated seniority placed back on the seniority list and shall return to the incumbent job held prior to such transfer.

(b) Employees who are promoted or transferred from positions within the bargaining unit to positions outside the bargaining unit for a period or periods in excess of 182 calendar days in any calendar year, shall have their names removed from the seniority list during all such transfers and shall not accumulate any seniority after the 182nd calendar day, and if they are then transferred back into the bargaining unit, their names shall be placed back on the seniority list and they shall be entitled to exercise their previously earned seniority to a job in the bargaining unit in accordance with Article 8:10 (a).

(c) For any employee removed from the bargaining unit under the terms of Article 8:09 (a) and (b), the calendar day shall be the twenty-four (24) hour period commencing at the start of his/her assigned shift.

Periods of assignment of less than five (5) days in a calendar week shall be counted as calendar days. Periods of assignment of five (5) working days in a calendar week shall be counted as seven (7) calendar days, and the calendar week shall be as defined in Articles 10:04 and 10:05.

(d) Employees transferred to positions outside of the bargaining unit shall be considered on their incumbent jobs during the application of 8:10 (e) in the Department in which they hold such jobs and for overtime recording purposes.

(e) Employees out of the bargaining unit prior to and following vacations will have such vacations counted as such.

(9) Employees out of the bargaining unit will be considered as in the bargaining unit for the purposes of Article 8:16.

(g) Employees transferred outside the bargaining unit shall, for overtime recording purposes, be considered as an incumbent on their incumbent job.

(h) The Company will issue a monthly summary to the Union's Financial

secretary with copy to the Union President indicating those employees out of the bargaining unit in the month, their number of days and year to date totals for all employees.

i) When an employee is transferred to a position outside the bargaining unit such that he/she does not work five (5) or more days in the bargaining unit in a calendar month, the Company will remit to the Financial Secretary of Local 4752 an amount equal to the Union dues the employee would have paid in his/her incumbent job.

j) The Union Resident will be notified of bargaining unit employees who are required to travel outside their normal duties.

k) Employees who have been removed from the Bargaining Unit under Article 8:09 (b) and who are subsequently returned by the Company will not directly cause the layoff of a junior employee.

8:10 (a) When work is reduced or not available, the affected employees shall be assigned in lieu of lay-off to the available jobs. This assignment will be carried out subject to Article 8:10 (b) and the senior employee given the highest paid job (i.e. as defined in Article 8:13) for which he/she is qualified under the terms of this Article. During the first scheduled work week following the initial assignment in lieu of lay-off, senior employees may indicate their desire to be reassigned to another job occupied by a junior employee assigned as a result of the same lay-off. The Company will reassign the employees as indicated, providing each employee so affected is qualified under Article 8:10 (b). Such reassignment will take place as soon as reasonably possible and when effected constitute the final arrangement of the work force for that lay-off.

Under normal circumstances and consistent with Articles 8:05 and 8:10 (b) probationary employees will be the first to be laid off.

(b) It is further agreed that any employee assigned in lieu of lay-off by reason of seniority shall comply with Article 8:05 and that the Company shall at all times be able to maintain a working force of employees who have the physical capability, knowledge, skill, ability, efficiency and aptitude to perform the work which is available satisfactorily and efficiently.

(c) An assignment in lieu of lay-off will not prejudice the right of an employee to return to, or the right of the Company to reassign the employee to, his/her incumbent job or to the job he/she last regularly held prior to his/her assignment in lieu of lay-off out of the department in which he/she holds his/her incumbent job through the application of Article 8:10 (e) II (ii) (iii) (iv). Except that in application of Article 8:10 (e), employee holding returning rights to the affected job, prior to the change, shall lose those rights.

Employees can not have returning rights to more than two (2) jobs - their incumbent job and the last job held in their department under Article 8:10 (e) II (ii), (iii) or (iv). If both jobs are available, employees will be returned to their incumbent jobs.

Employees who have rights to return to a job under this provision will return according to their seniority.

(d) An employee, assigned in lieu of lay-off, who has rights to return to a job as stipulated in Article 8:10 (c) above will be reassigned within five (5) working days of the time work becomes available on such job provided the job is still available. During this five (5) day period, the employee will be offered the opportunity to return to that job or will be paid the higher rate of the two jobs. Should the opportunity occur on the same shift as the employee is scheduled, if

it is offered, he/she will move immediately to the job. Should the opportunity occur on a shift other than the shift on which the employee is scheduled, the Company will not be obligated to offer the opportunity or pay the rate within the twenty four (24) hours of the time the work on the job becomes available. Should the employee elect to return if the work is offered, he/she will waive his/her claim to overtime premium for any shift change.

(e) In the event the job of an employee or employees of a department is terminated through:

(l) Technological change or through a change in the nature of the Company business, or

(u) The production of work schedule of a department is reduced so that a number of employees are not employed on their regular jobs for a period of fourteen (14) calendar days (Departmental shut downs excepted), the following procedure for assignments in lieu of lay-off in accordance with Articles 8:05 and 8:10 (b) shall be followed:

(i) As soon as practical, the Company will prepare a list in descending order of seniority of employees whose jobs are surplus to requirements as a direct result of the decrease in operations in the department and who hold their positions as incumbents or through previous exercise of rights under Article 8:10 (e).

(ii) These employees must select a job which is held by a junior employee in their department as an assignment in lieu of lay-off.

To select an assignment or be assigned in lieu of lay-off to a job with class rating above 6, employees must have performed such job for at least ten (10) consecutive working days or have successfully completed a break-in learner or learner on the job or have related experience which the Company feels qualifies them to perform the job.

(iii) The employees displaced through the exercise of Article 8:10 (e) (ii) above must in their turn select a job held by a junior employee in their department.

The assignment will be effective at the beginning of the next scheduling period.

(iv) The procedure detailed in section (iii) above will be repeated until all employees displaced through this exercise are unable to select a job held by a junior employee in the department.

The assignment will be effective at the beginning of the next scheduling period.

(v) Employees displaced through the exercise of 8:10 (e) (ii) (i), (iii) and (iv) above will be assigned according to the procedures outlined in 8:10 (a).

(vi) When an employee is transferred as a consequence of the application of 8:10 (e) (i), (ii), (iii), (iv) and (v) above the job to which the employee is assigned shall constitute his/her incumbency for the purposes of section 10:10 and under the conditions of part 1 above, shall be considered a permanent assignment.

(vii) For an employee assigned under Article 8:10 (e) (ii) the rights conferred under Articles 8:10 (c) and 8:10 (d) may be exercised only if the vacancy is expected to exist for a calendar week.

For the purpose of Article 8:10 (e), the plant will be divided into the following sections:

1. Rolling Mill, Reheat Furnace, Hot Shears and Billet Yard
2. Finishing, Ball Shop, Shipping and Straightening
3. Melt Shop and Concast
4. Yard

5. Maintenance, Roll Shop and Stores.

6. Laboratory

(f) Employees will lose all their returning rights when they return to their incumbent job as per Articles 8:10 (c) and (d) providing they are required to return for other than replacement purposes such as vacation relief, sickness relief, etc. and provided the requirement is in excess of **thirty-five (35) days**.

(g) When employees are displaced from their incumbent job and select an assignment in lieu of lay-off under Article 8:10 (e)(ii) (ii), (iii) or (iv) then their incumbent job is eliminated through Article 8:10 (e) (i). the job selected as their assignment in lieu of lay-off will become their permanent incumbency.

(h) Temporary jobs prior to the application of 8:10 (e)ii will be canceled at the start of the scheduling period following the bump.

(i) The Company will notify the Union as soon as practical of any cutbacks.

8:11 Seniority shall not apply to Executive Officers, Chief Stewards, or Grievance Committee persons of Local 4752 who are employees of the Company in the case of a general reduction of the work force. Where it becomes necessary to assign such employees to other jobs in lieu of lay-off, such assignments shall be made subject to 8:10 of this Article. If such assignment would result in the Chief Steward being displaced from his/her department, he/she will be assigned to the lowest rated available job in his/her department which he/she is qualified to perform.

The total number of such Executive Officers, Chief Stewards and Grievance Committee persons of the Union shall not exceed seventeen (17). The Union will supply the Company with a current list of such Executive Officers, Chief Stewards, and Grievance Committee persons and will immediately inform the Company in writing of any change therein.

If Union representation would be lacking during a temporary reduction of the work force, the Union President and Manager - Human Resources or their respective designates will meet to ensure that there is representation during the lay-off period.

8:12 Employees who are laid off shall be recalled in reverse order of lay-off so that the last employees laid off shall be the first to be recalled to perform the work which is available in accordance with Article 8:05.

8:13 "Promotion" as used herein shall mean advancement to a job which carries a higher rate of pay. The rate of pay for any incentive job will be calculated at the standard hourly rate plus any average earning opportunity provided for in the incentive plan.

8:14 The Union acknowledges the right of the Company to place employees without regard to this Agreement for the purposes of providing technical or special training or to prepare such employees for supervisory or administrative position, provided however, that no such employees shall displace employees already in the bargaining unit. The Company will advise the Union of any such employees hired or selected for such purposes.

8:15 (a) An employee who has evidenced to the Company's satisfaction that he/she no longer has the physical capability to perform the job on which he/she is employed as a result of age, illness or injury will be assigned to a job consistent with the terms of Article 8:16 provided the Company is satisfied he/she can perform the job.

The Company will provide the Union President with a list of all employees who have submitted applications under this Article.

(b) Requests under (a) must be in writing to the Vice President - Manufacturing and include documentation from a medical practitioner detailing the employee's physical limitations. The Company will immediately advise the Union of such requests and may have the employee examined by its doctor.

(c) When a permanent vacancy arises, the Company will consider all approved requests, award it to the senior, qualified employee and the job will become such employee's permanent incumbency. The vacancy will not be posted under Article 8:15.

(d) Employees may exercise the right under (a) once unless

(i) their medical condition deteriorates and prevents them from performing such assigned job OR

(ii) such assigned job is eliminated.

(e) Employees assigned to a job under (a) are eligible to post for other positions under Article 8:15.

In cases of a reduction in the workforce as per Article 8:10 (e)(ii), the employee who attained the job through Article 8:15 cannot be displaced unless a senior employee who has the qualifications is being terminated. Prior to exercising the above, the Company shall discuss the matter with the Union.

8:16 (a) Within three (3) full working days from the time a vacancy, temporary or permanent, occurs in respect to a job in the bargaining unit in any department for which the Company decides a replacement is necessary (other than a temporary vacancy of less than 30 working days' duration to which this section shall not apply), notice of the job vacancy will be posted on the plant bulletin boards for a period of five (5) days (beginning 3:30 p.m. Thursday whenever possible) prior to any appointment to such job. The Company will accept applications in writing for the vacancy during the period while the notice is posted and will consider such applications, having regard to and subject to the seniority provisions of this Agreement contained in Article 8. An appointment to a posted vacancy will be made within eighteen (18) days from the expiration of the five (5) day posting period (on Tuesdays whenever possible) and for permanent vacancies will cite the relevant Article. Nothing herein shall preclude the Company from making a temporary appointment to any such job until the vacancy is filled.

(b) Employees absent due to vacations will have the opportunity to apply for any permanent, learner, or break-in job posted during such absence within five (5) days of their return to work. The vacations referred to above may include a leave of absence as long as the total time absent does not exceed six (6) weeks.

(c) If an employee is discharged and there is a resultant Grievance, such employee's incumbency or assignment in lieu of lay-off will be filled by a temporary job posting until their final resolution to the Grievance.

When a temporary vacancy occurs with respect to a job in the bargaining unit, such job vacancy will be posted as a temporary job vacancy, provided that, in the opinion of the Company, (a) replacement is necessary, and (b) it then appears that such replacement will be required for a period in excess of thirty (30) consecutive working days.

(d) Where more than one (1) temporary job is in existence for a same incumbency and subsequently there is a reduction in the number of said temporary jobs, the junior employee or employees will be first to be displaced.

(e) Employees awarded temporary job postings may bid on permanent postings and, if successful, must satisfy the requirement of the temporary. Such employees will not be allowed to withdraw from the new permanent posting nor will they be absolved of obligations under Article 8:16 (b).

BREAK-IN LEARNERS AND LEARNERS

8:17 (a) Employees holding a temporary incumbency will forego same when they commence a break-in or learner job.

(b) Employees on break-in learners or learners may only bid on permanent vacancies and, if successful, will be allowed to finish such training. Such employees will not be able to withdraw from the new permanent job nor bid on their former incumbent job in the resultant posting.

(c) Any employee who has successfully completed a break-in or learner period must apply for a job posting if such job is posted within twelve months for break-in positions and six months for each learner period for learner positions. minimum of twelve months. The employee, if he/she is successful on this posting, will be ruled ineligible for future job postings for a period of twelve months for break-in positions and six months for each learner period on learner jobs, minimum of twelve months, unless such employee bids on a posted vacancy which would result in a direct promotion.

8:18 A successful applicant to a posted job has until the time he/she begins being paid the rate of the awarded job on the 23rd day from the date of posting to withdraw. If a successful applicant to a posted job subsequently withdraws prior to actually being placed on the vacant job, the Company will select the next most senior applicant who is qualified to fill the job. In the event there are no other qualified applicants, the job will be reposted.

8:19 (a) The Company will not contract work out or within the plant while employees qualified to perform such work are on lay-off or that will result in the discharge, direct or indirect lay-off of employees. The parties shall review the status of employees who may be so affected by such contracting out, with a view to finding an acceptable solution.

(b) No contractor or their agents shall be permitted to operate any equipment that is normally operated by bargaining unit personnel.

(c) The Company will continue to provide training programs to enable Bargaining Unit employees to acquire needed skills.

(d) A "Contracting Out Committee" will be established consisting of three (3) Company representatives, one of whom will be the Vice President - Manufacturing and three (3) Union representatives, one of whom will be the Union President.

This Committee will meet quarterly, or as required, to discuss issues of mutual concern relative to contracting work out or within the Division.

The Union representatives may make suggestions with respect to contracting work out or within the Division and such suggestion will be considered by the Company.

5- 8:20 Supervisors will not do work beyond their normal responsibilities that is ordinarily performed by employees except for:

(a) Investigation, invention, inspection, experimentation, information, instruction and training of employees.

(b) Emergency work when employees are absent or not available when required.

"Emergency" means an unexpected occurrence or combination of circumstances which results in a state that calls for immediate attention

including fire, storm, flood, mechanical breakdown or failure or insufficiency of electrical or other power.

Supervisors performing bargaining unit work in the context of Article 8.18 (a) and (b) shall not displace employees who normally perform this work.

8:2 The Company will notify the Union in writing of job posting assignments to such postings, in lieu of a recall, lay-off or recalls taking place under this Article.

8:22 Incumbency lists and Seniority lists shall be posted on a bulletin board in each department. Copies of such lists will be given to the Union and will be brought up to date every six months.

ARTICLE 9 WAGES 16-1

9:01 The Co-operative Wage Study (C.W.S.) Manual for Job Classification and Wage Adjustment, dated July 1, 1961 (hereinafter referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as if set forth in it.

9:02 Each job shall be described and classified at a rate of pay applied to each employee on such job in accordance with this Article.

9:03 HOURLY WAGE SCALES 50A-1
Effective July 1, 1994 and continuing until January 31, 1997, the Standard Hourly Rate for each job class shall be established by \$0.06 and shall be \$17.48 and the increment between job classes shall be 19.7 cents. The Standard Hourly Rate shall be established in Appendix "B" hereof.

9:04 On 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 continue for the duration of the Standard Hourly Wage Scale.

9:05 The minimum rate of pay established under Article 9:03, unless otherwise expressly provided in the Agreement, shall be:

- (a) the established rate of pay for all straight-time hours for each job
- (b) the established minimum rate of pay for purposes of the guaranteed minimum payment under the applicable job classification
- (c) the established hourly base rate of pay and any new or revised incentive applied to the job in accordance with this Article and the rate of pay shall be adjusted accordingly.

9:06 Effective on the date specified in Article 9:03 an employee on a non-incentive job who is in a flat-of-line differential (hereinafter referred to as OLD (s)), prior to the dates specified in Article 9:03 shall have his/her rate of pay increased by the amount by which the rate for job class 1 has been increased as provided in Article 9:03 and the following shall govern:

- (i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job as provided in Article 9:03, the amount by which such employee's new rate is greater than the rate provided in Article 9:03 shall become such employee's new OLD (which shall replace the former OLD) and shall be subject to the provisions of this Agreement.
- (ii) 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 Article 9:03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job as provided in Article 9:03 and the former OLD shall be terminated.

9:07 Effective on the dates specified in Article 9:03, each employee who is receiving an OLD on a job covered by an incentive plan shall have his/her minimum guaranteed rate adjusted in the same manner as an employee on a non-incentive job as provided in Article 9:06 (i) and (ii).

9:08 Each employee on any job covered by an existing incentive plan in which the standard hourly rate is not used as the base rate shall have added to the earnings under such plan for such job an amount equal to the change in the standard hourly rate for the job provided in 9:03. Such amounts shall be paid in addition to the "additional hourly earnings" provided in Article 9:27.

PRODUCTION AND MAINTENANCE JOBS

9:09 Except as otherwise provided herein, the rate of pay applicable under this Agreement for each production or maintenance job, other than a trade or craft, or apprentice job, shall be paid to any employee during such time as the employee is required to perform such job.

TRADE OR CRAFT JOBS 25C-1

9:10 (a) Except as otherwise provided herein, the established rate of pay for a trade or craft or apprentice job shall apply to an employee during such time as the employee is assigned to the respective rate classification in accordance with this Agreement.

LEARNER RATES 25A-1

9:11 A schedule of learner rates for one or more learning periods of 520 hours of actual learning experience with the Company shall be established on jobs for which training opportunity is not provided by promotional sequence through related jobs, or by apprentice training periods. The schedule shall be established on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job for which the learner period is preparatory and shall be paid at the level of the standard hourly wage scale rates for the respective job classes so determined as follows:

- (a) Seven to twelve months:
 - (1) one learner period classification at a level two job classes below the job class of the job.
- (b) Thirteen to eighteen 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) Nineteen 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.

the job class of the job.

9:12 The schedule of learner rates shall apply only to those jobs agreed to by the Parties hereto as appropriate jobs for the application of learner rates set forth in Appendix "D" of this Agreement which said Appendix may be added to or deleted from by mutual agreement of the Parties.

When vacancies occur in positions requiring learner period(s) as covered by Appendix D, such jobs will be posted in accordance with Article 8:16.

9:13 Subject to Article 8:16, the Company, at its discretion, may assign a "break-in" learner to any job during any period of time where another employee, other than the learner, is on the job, provided the rate applied to the learner is:

(a) at no time below the standard hourly wage scale rate for Job Class 2 in the case of an employee without a permanent incumbency or hired to learn the job; or

(b) in the case of an employee transferred from another job in the plant, the lower figure of:

- (i) the Standard Hourly Wage Scale Rate of the job of which he/she is an incumbent, or
- (ii) the Standard Hourly Wage scale Rate of the job being learned.

9:14 An employee assigned to a job with a schedule of learner rates shall receive credit for all time previously worked on such job in determining the appropriate rate level in the learner schedule.

OLD

9:15 The Company shall furnish to the Union a list of all employees who are to be paid "OLDS" in accordance with the terms of this Agreement. Such list shall contain the following:

- (a) Name of employee to whom such "OLD" is to be paid.
- (b) Job title of job on which "OLD" is to be paid.
- (c) Job classification of such job.
- (d) Standard Hourly Rate of such job.
- (e) Amount of "OLD"; and
- (f) Date such "OLD" became effective.

9:16 Except as such "OLD" may have been reduced or eliminated by the means hereinafter provided, any employee included in the list referred to in Article 9:15 shall continue to be paid such "OLD" during such time as the employee continues to occupy the job for which the differential was established, or changes his/her job and under the terms of this Agreement is entitled to receive the rate of pay applicable to the job from which he/she is transferred.

9:17 If an employee with an "OLD" changes his/her job and under the terms of this Agreement a higher Standard Hourly Rate is applicable, then the "OLD" shall be reduced or eliminated by the amount of the difference between the Standard Hourly Rate of the new job and the Standard Hourly Rate of his/her former job.

9:18 If an employee with an "OLD" changes his/her job and under the terms of this Agreement a lower Standard Hourly Rate is applicable, then the "OLD" shall be terminated.

9:19 If such employee referred to in Articles 9:17 and 9:18 shall be returned to the job for which the "OLD" was established, the "OLD" shall be reinstated except as it may have been reduced or eliminated by Article 9:20.

9:20 In addition to other means provided in this Agreement increases in the increment between job classes shall be used to reduce or eliminate "OLDS".

INCENTIVES

9:21 (a) The existing Incentive Plans:

- (i) Rolling Mill
- (ii) Melt Shop
- (iii) Straightening Machines
- (iv) Bar Pointing

are the Incentive Plans referred to by this section.

(b) The Standard Hourly Wage Rate plus "equitable incentive compensation" for a job paid on an incentive basis shall be the objective toward which any adjustment that changes an actual average hourly earning on the job shall be made, and no adjustment that changes an actual average hourly earning on the job shall be made unless the change is to be the Standard Hourly Wage Rate plus "equitable incentive compensation" for the job.

9:22 The term "equitable incentive compensation" shall be understood to mean extra compensation over and above the Standard Hourly Wage rate for the job, in proportion to the actual employee performance required over and above the performance rate of a normal day's work on the job.

9:23 A normal day's work is that amount of work that can be produced by an employee qualified for the job when working at a normal pace and effectively utilizing his/her time where work is not restricted by process limitations.

9:24 A normal pace is equivalent to a person walking without load, on smooth, level ground at a rate of three (3) miles per hour.

9:25 All incentive plans in effect as of the date of this Agreement, including all terms relating to the establishment and administration of any such incentive plan, including hourly, piece rates, tonnage, base rates, and guarantee periods shall remain in effect until replaced by mutual agreement of the parties or in accordance with this Article, provided, however, the Company at its discretion may discontinue an existing incentive plan at any time within thirty (30) days following a consecutive three-month period in which the straight time average hourly earnings of employees under the plan are equal to or less than the average of the Standard Hourly Wage Rates for such employees.

9:26 Each employee, while compensated under an incentive plan shall receive for the applicable single or multiple number of eight-hour turns, the highest of the following:

(a) The total earnings of such employee under such plan, or

(b) The total amount arrived at by multiplying the hours worked by such employee by the applicable Standard Hourly Wage Rate plus any "OLD" that may apply.

9:27 Where the earnings under an existing incentive plan are now being supplemented by "additional hourly earnings" (such as were created through previous wage rate adjustments) such "additional hourly earnings" shall be continued hereafter and made applicable to all employees on all jobs to which such "additional hourly earnings" apply, unless replaced by mutual agreement of the parties hereto.

9:28 The Company at its discretion may install new incentive plans to cover:

- (a) new jobs;
- (b) jobs not presently covered by incentive application;
- (c) jobs where, during a consecutive three-month period, the straight time average hourly earnings of employees under the plan are equal to or less than the average of the Standard Hourly Wage Rates for such employees.

9:29 Any new incentive plans established under this Article shall become effective in the following manner:

(a) The Company will develop the proposed plan (hereinafter called "the proposal").

(b) The proposal will be submitted to the President of the Union for the purpose of explaining the proposal and arriving at agreement as to its installation.

The Company shall, at such time, furnish such explanation with regard to the development and determination of the proposal as shall reasonably be required in order to enable the Union Representatives to understand how such proposal was developed and determined and shall afford to such Union Representatives a reasonable opportunity to be heard with regard to the proposal.

(c) If agreement is not reached, the matter shall be reviewed in detail by designated representatives of the parties for the purpose of arriving at mutual agreement as to installation of the proposed incentive plan.

(d) If agreement is not then reached within fourteen (14) days, unless this period is mutually extended, the proposal may then be installed by the parties may at any time after thirty (30) days, but within ninety (90) days following installation, file a Grievance alleging that the plan does not provide "equitable incentive compensation". Such grievance shall be processed in accordance with Article 7 hereof. If the grievance be submitted to arbitration, the Arbitrator or Arbitration Board shall decide whether or not the plan provides "equitable incentive compensation" and is in accordance with this Agreement.

(e) If the Arbitrator or Arbitration Board decides that the plan does provide "equitable incentive compensation", the decision of the Board shall be effective as of the date the plan was put into effect. If the Arbitrator or Arbitration Board decides that the plan does not provide "equitable incentive compensation", then such plan shall be discontinued and the proposal shall be referred back to designated representatives of the parties.

9:30 The Company at its discretion may adjust existing incentive rates, or install new incentive plans to replace existing incentive plans;

(a) When the incentive opportunities are inadequate.

(b) subject to Article 9:32 when new or changed conditions have resulted from improvements made by the Company in the interest of improved

methods or products or from changes in equipment, manufacturing processes or methods, materials processed, or quality, or manufacturing Standards.

9:31 Any adjustment of existing incentive rates shall become effective in the same manner, and by the same procedure, as that provided for new incentive plans, in Article 9:29.

9:32 If the Company does not adjust an incentive rate or develop a new incentive plan under the terms of 9:30 (b); the Union may process a Grievance in accordance with Article 7 hereof, requesting that the existing incentive rate be adjusted, or that a new incentive plan be installed in accordance with this Article. If the grievance is submitted to arbitration, the decision or award of the Arbitrator or Arbitration Board shall be effective as of the date when the grievance was filed.

9:33 Under any adjusted incentive rate, standard or new incentive plan installed under this Article, the average hourly earnings for any job shall not be less than the average hourly earnings received by regularly assigned incumbents under the replaced rate standard or plan during the calendar year immediately preceding January 1, 1985 provided always that the average employee performance of that calendar year is maintained.

For administration of Article 9:33, the average hourly earnings for the calendar year immediately preceding January 1, 1985 are calculated from the following average performances:

1. For the Melt Shop Incentive Plan
- At 100% participation 146.1%
2. For the Rolling Mill Incentive Plan
- At 100% participation 137 %
3. For the No. 5 Straightening Machine Plan
- At 100% participation 139 %
4. For the Bar Pointing Hammer Plan
- At 100% participation 149.9%
5. For the Meeco Straightener Plan
- At 100% participation 125 %

9:34 If a job on a new facility requires a job description substantially the same as a job on an existing or replaced facility the opportunity for equitable incentive compensation shall be the same as that established by the plan for the changed job in effect at the time of change.

9:35 If a job description on an existing Facility is substantially changed because of a method change or if the job description on a new facility is not substantially the same as the job on the replaced or affected existing facility and thus requiring the posting of a new job, the opportunity for equitable incentive compensation on the new job shall be the same as that provided for by the plan in effect at the time of change.

9:36 The Company recognizes that wherever new or untried products, methods or changed equipment are implemented or experimented with, earnings opportunity may be reduced. In such instances, the Company will provide equitable incentive compensation. The rolling mill equitable incentive compensation is as defined in Appendix "C" 2(c) of the Agreement, where it is not so defined for other plans the Company will provide the opportunity based on the previous seven (7) pay periods.

9:37 The Company at its discretion may terminate an existing rate or plan under the conditions set forth in Article 9:30 (b) and shall establish an interim rate to apply for a period not to exceed ninety (90) days which shall not be less than the straight time average hourly earnings of the employees affected for the consecutive three month period immediately prior to such termination and may install a new incentive rate or plan subject to this Article.

TURN PREMIUMS

9:38 A Turn Premium, as hereinafter mentioned, will be paid to hourly and production employees.

(a) (i) For hours worked by an employee on his/her regularly scheduled afternoon turn commencing between 3:00 p.m. and 5:00 p.m., a Turn Premium of forty (40) cents per hour. ~~44-1000~~

(ii) For hours worked by an employee on his/her regularly scheduled night turn commencing between 10:00 p.m. and 12 midnight, a Turn Premium of forty-five (45) cents per hour. ~~45-1000~~

(iii) For hours worked after 4:00 p.m. by an employee working a regularly scheduled eight (8) hours commencing between 10:00 a.m. and 12:00 noon, a Turn Premium of forty (40) cents per hour.

(b) The appropriate Turn Premium under (i), (ii), or (iii) above shall be paid to an employee who works a full overtime afternoon or night turn as defined therein.

9:39 (a) A premium of one dollar and twenty-five cents (\$1.25) shall be paid to each employee for all hours worked during the twenty-four (24) hour period following the commencement of the day shift on Sunday. ~~43-1000~~

(b) A premium of one dollar (\$1.00) per hour shall be paid to each employee for all hours worked during the twenty-four (24) hour period following commencement of the day shift on Saturday. ~~42-100100~~

9:40 Any premium paid pursuant to Articles 9:38 or 9:39 shall not be taken into account in calculating the incentive earnings of any such employee, and shall not be increased by reason of having been earned in overtime.

TRANSFERS

9:41 When an employee is permanently transferred from one job to another, he/she shall be paid the rate of pay applicable to the job to which he/she has been transferred.

9:42 When an employee is temporarily transferred, the following shall apply:

(a) When an employee temporarily changes his/her job because a change in operations eliminates the work he/she was doing, or because the job is no longer available, he/she will receive the rate of pay applicable to the work to which he/she is transferred;

(b) When an employee temporarily changes his/her job to other work at a lower rate of pay because of Company convenience, he/she will be paid the rate of pay applicable to the work from which he/she is transferred;

(c) When an employee temporarily changes his/her job to work at a job with a higher rate of pay, he/she shall be paid the higher rate of pay. For the purposes of Articles 9:42 (b) and (c) only, "rate of pay" as defined herein includes all actual incentive earnings.

GENERAL

9:43 The wages payable by the Company to any employee shall be computed and paid according to the established practices of the Company existing at the date of this Agreement and the words "hours of work", "days of work", "the

normal working day", "the normal working week", "work shifts", "overtime", "time worked" and like expressions appearing in the Agreement shall be read and construed in accordance with such practices.

9:44 The job titles, job classes, and job descriptions established for each department as the basis for determining the pay of its hourly rated employees shall be posted in each department.

9:45 Any mathematical or clerical errors made in the preparation, establishment, or application of job descriptions, job classifications, or standard hourly rates shall be corrected to conform to this Agreement.

Pay cheque errors (excluding Grievance settlements) that result in a short pay of fifty dollars (\$50.00) or more, shall be corrected by the issuance of a cheque for the balance as soon as practicable upon request to the Human Resources Department.

9:46 Except as otherwise provided herein, no basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no Grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

9:47 The parties agree that any replacement time clock system will provide the employees with daily information showing the date, the employees' clock number and their punching times.

9:48 The Company will make available to all employees a detailed summary of their earnings/deductions for a pay period. The summary may be obtained through the Human Resources Department. A notation to this effect will be shown on the pay statements

9:49 A special allowance will be paid for hours worked on a "Combined Job" where the description and classification established for such complies with the following:

A) Definition

A "Combined Job" must meet each of the following:

- (i) two (2) or more job descriptions are combined into one job description and classification and the other job description(s) is terminated; and
- (ii) the primary duty(ies) of the terminated job(s) is incorporated into the primary duty(ies) of the new description for the "Combined Job"; and
- (iii) an employee(s) is permanently displaced from the job(s) being terminated as a direct result of the combination; and
- (iv) the incorporation of the primary duties of the terminated job(s) results in a significant change in the job content of the "Combined Job".

B) Rate of Pay

(i) Where the job classification of the new "Combined Job" is two (2) full job classes or more higher, the rate of pay for such new "Combined Job" shall apply.

(ii) Where the job classification of the new "Combined Job" is less than two (2) full job classes higher, the rate of pay for such new "Combined Job" shall apply and in addition, employees occupying the new "Combined Job" will receive a "Combined Job" allowance as follows:

- (a) Where the job classification of the new "Combined Job" is one job class or more but less than two (2) job classes higher than the original job, the "Combined Job" allowance will be twenty-one (21) cents per hour worked
- (b) Where the job classification of the new "Combined Job" is less than one job

class higher than the original job, the "Combined Job" allowance will be forty-two (42) cents per hour worked.

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

ARTICLE 10 - H O U R S O F W O R K

10:01 The establishment of work schedules and the calculation of payment for overtime work shall be made on the basis of the provisions in this Article, but nothing in this Article shall be read or construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

10:02 The normal work week shall be five working days in any calendar week. A normal work day shall consist of a work shift of eight hours commencing with the time the employee begins work in any calendar day. 3-10-00

10:03 It is recognized that some operations of the Company are carried on the basis of a continuous operation and that others are carried on the basis of work schedules which under prevailing practices regularly commence on Monday. Work schedules will regularly provide opportunity for consecutive days off.

The Union agrees that the Company may schedule and reschedule its operation from time to time because of breakdowns or other conditions beyond the control of the Company or because of the requirements of the business of the Company. It is further agreed that the determination of the starting times of regular runs and the determination of daily or weekly work schedules shall be made by the Company.

10:04 In accordance with present practices, the calendar week shall be deemed to commence at 7:00 a.m. on Sunday and end at 7:00 a.m. on the following Sunday for employees engaged on work scheduled on the basis of continuous operations.

10:05 In accordance with present practices, for those employees not engaged on work scheduled on the basis of continuous operations, the calendar week shall be deemed to commence 7:00 a.m. Sunday and end at 7:00 a.m. the following Sunday.

10:06 (a) The Company shall not make arbitrary changes in work schedules and any changes deemed necessary shall be posted or otherwise made known to employees in accordance with prevailing practices and in any event to the plant representatives of the Union as far in advance as possible or practicable.

(b) Schedules of work for the following week will be posted on the notice boards by 2:00 p.m. Thursday. Subsequent changes may be necessary but will be kept to a minimum. If employees' schedules are changed while they are on vacation, the Company will attempt to notify them at their address on the Company's records.

The Company may change schedules at any time, provided, however, that where an employee's schedule is changed after 2:00 p.m. Thursday of the week preceding the calendar week in which the change is to be effective, he/she shall be entitled to overtime rates for straight time hours worked on his/her first scheduled working day in the calendar week in which the schedule change is to

be effective, provided that such employee is not unjustifiably absent as specified under Article 13:04 on any of the remaining work days in such work week. This provision shall not apply where any change in schedule arises from:

1. The assignment of an employee to a job arising out of the application of Articles 8:06, 8:07, 8:08 and 8:10; or
2. The assignment of an employee to a short term promotion that necessitates a shift change; or
3. Any change in schedule requested by an employee; or
4. The assignment of an employee to a posted vacancy as per Article 8:16; or
5. Any change in schedule due to a breakdown or unscheduled repair.
6. Any change in schedule necessitated by an employee returning to work from injury or illness.

(c) As far as practicable work schedules for employees assigned to shift work shall provide opportunity for rotation of shifts.

() Seniority weighted schedules will be used at the Rolling Mill/Hot Shears Straightening Machine Operators/helpers and Straightening Machine Operators when permanent job postings or assignments in lieu of pay offs take place

(e) Straightening Machine Operators and Helpers will be allowed to designate the scheduled machine of their choice on a weekly basis and according to seniority

If a straightening machine is shut down during a shift, the crew on that machine may be assigned to another unoccupied machine; assigned to available jobs for the balance of the shift or be sent home consistent with Article 8.

If the shut down continues into the next shift, employees affected on that shift may be assigned to another unoccupied machine; re-assign by seniority and incumbency or sent home consistent with Article 8.

(f) The Company will provide the Union with model crewing schedules every six (6) months.

(g) When the Rolling Mill and/or Melt Shop operates on a regular schedule of three (3) crews –eighteen (18) shifts, it is understood that a bi-weekly schedule will apply allowing for consecutive days off each week with each crew working nine (9) regular and one (1) scheduled overtime shift. Additional shifts of overtime if required, will be occupied on a voluntary basis. Should the Company not be able to secure sufficient qualified employees, it retains the right to assign employee to perform the necessary work. The Company will assign the overtime worker to the employee(s) with the least amount of overtime.

(h) The Company and Union Grievance Committees will meet by July 1, 1999 to discuss and endeavour to resolve outstanding concerns with regards to the General Labour Force (GLF).

10:07 Overtime rates (as defined in Article 10:09) shall be paid for all hours worked by an employee:

- (a) in excess of eight (8) hours in any twenty-hour period commencing with the time the employee begins work in any calendar day;
- (b) in excess of forty (40) hours in any calendar week;
- (c) on any Statutory Holiday referred to in Articles 12:01 and 12:02;
- (d) hours worked on the 6th or 7th working day of a calendar week during which work was performed on five (5) other working days except if an employee

schedule is changed because of conditions over which the Company has no control.

when production operations in the Melt Shop and/or Rolling Mill are regularly scheduled from 7:00 a. m. Monday to 7:00 a.m. Saturday (15 turns), the sixteenth and seventeenth shift worked on either the preceding **Sunday** or the following Saturday will be paid at overtime rates:

(e) ~~time~~ worked before his/her regular starting time when an employee is called in or is notified that he/she is required to work before the regular starting time of any shift of eight (8) hours;

(f) ~~time~~ worked after his/her regular quitting time when an employee is held after the quitting time of any shift of eight (8) hours;

(g) ~~time~~ worked if an employee is notified after he/she has left the plant that he is required to work on a shift other than his/her scheduled shift, or on his/her day off. This provision shall not apply in the case of conditions which require the rescheduling of all employees working on a unit in the department.

(h) time worked if an employee is notified while in the plant that he is required to work on his/her scheduled day off, provided however, that this provision shall not apply in the case where the employee's schedule is changed to another shift or to a new working schedule which provides an alternative day(s) off and such change in schedule is in accordance with Articles 10:06 and 10:13.

A day(s) lost from work as a result of the application of Article 8 shall not be considered as a scheduled day(s) off for the purpose of this Article. The Company will designate the days lost from work as a result of the application of Article 8.

(i) overtime hours worked on a ~~Statutory Holiday~~ in excess of those covered by Article 10:07 (c) will be paid at double the regular rate of pay. ~~37E-8~~

10:08 The hours for which ~~Statutory Holiday~~ allowance is paid as provided in Articles 12:01 and 12:02, shall be hours worked in computing overtime on a weekly basis, provided the employee was normally scheduled to work such hours.

If an employee's weekly schedule for the work week in which the ~~Statutory Holiday~~ is observed is changed from what he/she would have been scheduled to work during such work week, and as a result of such change in schedule, there is a dispute as to whether the employee would have normally been scheduled to work such hours, such dispute shall be resolved on the basis of the employee's weekly schedule worked during the work week immediately preceding the work week in which the ~~Statutory Holiday~~ is observed.

10:09 (a) Overtime work to which base rates of pay only are applicable (i.e. non-incentive) shall be paid for at overtime rates of one and one-half times the base rate of pay applicable to the work performed in the overtime period for each hour worked. Overtime work to which both base rates and tonnage are applicable shall be paid for at overtime rates of one and one-half times the base rates applicable to the work performed in the overtime period for each hour worked and one and one-half times the tonnage earnings applicable to the work performed in the overtime period except:

When the Rolling Mill and/or Melt Shop is operating on a three (3) crew - fifteen (5) shift regular schedule and is required to work three (3) additional scheduled overtime shifts to total eighteen (18) shifts of production per week, work on the three (3) scheduled overtime shifts to which base rate and tonnage earnings are

applicable shall be paid ~~at tonnage earnings~~ applicable to the work performed in the overtime period and one and one-half (1-1/2) times the base rate applicable to the work performed in the overtime period for each hour worked.

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

10:10 (a) So far as practical, overtime on a job shall be equally divided among employees who are incumbents on the job. For the purpose of this Article (10:10), those who have been awarded a temporary job posting will be considered incumbents.

justified seniority and non-incumbent working overtime grievances will be resolved by paying the Grievor the number of hours worked times the C. W. S. rate plus incentive earned during those hours on that job.

(b) Employees transferred through promotion or Article 9:42 will be considered on their incumbent job for overtime purposes.

(c) If incumbents return to their jobs under Article 8:10 (c) or (d) as a result of another employee being transferred under Article 9:42, they will be considered for overtime on their assignment in lieu of lay-off.

(d) Any overtime work created through the absence of an incumbent employee will be ~~waived~~ to another incumbent employee provided that the "Procedure for Reponing to the Company" has been followed.

(e) In the event there is not a successful applicant to a job posting under Article 8:16, the Company may make a temporary assignment to the job. Should the assignment be for a period in excess of thirty (30) continuous days, the employee will be considered an incumbent for the purposes of this Article (10:10).

(f) In no event will the Company be obligated to provide opportunity for work in excess of sixteen (16) hours in any consecutive twenty-four (24) hour period.

(g) Overtime charts will be posted weekly in each department.

(h) On statutory holidays only when full production is scheduled, non-incumbent employees assigned to a job in a department may work on their assigned job and shift provided that it is part of their five (5) day work week.

ADMINISTRATION OF OVERTIME

10:11 The following will govern overtime administration:

(a) When incumbents are absent for illness, compensation, vacation or light duty for more than thirty (30) days, they will be charged with the average total overtime for the incumbent group during the absence upon their return.

(b) When employees become or return to be an incumbent, they will be slotted at the average total overtime of the incumbent group.

(c) If employees cannot be contacted for an overtime opportunity, they will be considered to have refused.

(d) When employees are absent on Union Business and offered an overtime opportunity, they will be considered to have refused.

(e) At the year end, differences from the low incumbent will be established and be carried forward. At the expiration of the Agreement, incumbents will revert to zero.

(f) Average total overtime will include "red" eights.

(g) Departmental overtime charts will be posted weekly

CONSENT TO OVERTIME AVERAGING

10:12 The parties agree that existing schedules requiring employees to work in excess of forty-four (44) hours in seven (7) consecutive days allow employees a greater benefit than those provided under the Ontario Employment Standards Act. As a result, the Union consents to average the hours of work by employees over continuous periods of four (4) consecutive weeks and supports an application to the Director of the Employment Standards Branch for approval. The Unions reserves the right to withdraw such support on thirty (30) days written notice if the Company adopts a different work schedule for seven (7) day operations.

10:13 Employees who work more than three (3) consecutive hours overtime after having worked a scheduled shift of eight (8) hours will be allowed a meal allowance as part of their regular pay or be provided with a hot meal. The Company will maintain the quality and quantity of such hot meal.

10:14 (a) When an employee has been scheduled or notified to report to work and upon arrival at the plant finds that the work on which he/she is usually employed is not available for at least four (4) hours then, unless the Company has notified him/her as provided in paragraph (c) of this Article at least two (2) hours before his/her starting time, or in the case of the afternoon and night shifts, at least four (4) hours before his/her starting time, if possible, that his/her services will not be required, he/she shall receive four (4) hours' pay at the rate applicable to the work for which he/she was scheduled or notified to report, subject however, to paragraphs (b), (c), and (d) of this Article.

(b) If such employee is offered other work than that on which he/she is usually employed, he/she shall perform such other work for a period of four (4) hours at the rate of pay applicable to the work for which he/she was scheduled or notified to report and shall continue to perform such other work for such further period to the end of the shift as the work may be offered, but only at the rate of pay established for such other work. If he/she refuses to work for such period of four (4) hours after his/her arrival at the plant, he/she shall not be entitled to receive the four (4) hours' pay as provided in paragraph (a) in this Article. No employee shall refuse offered work if it will result in the closing down or serious impairment of a major segment of the Company's operations.

(c) An employee shall not be entitled to receive the four (4) hours' pay as provided in paragraph (a) of this Article unless he/she has recorded with the employment office of the Company the address at which he/she then resides and a telephone number at which he/she may be called, and notice for the purpose of this Article shall be sufficiently given if given at such address or by telephone to such telephone number.

(d) The provisions of paragraph (a) of this Article shall not apply if work is not available because of conditions over which the company has no control, including fire, storm, flood, mechanical breakdown or failure or insufficiency of electrical or other power. The Company will make reasonable efforts to notify employees involved.

10:15 (a) When it is necessary to require an employee to report for work by special notice given to him/her outside the plant, then a minimum of four (4) hours

10:15 (a) When it is necessary to require an employee to report for work by special notice given to him/her outside the plant, then a minimum of four (4) hours work will be provided at the rate of pay applicable to the work for which he/she was required, and if such work be not provided then such employee shall be paid for four (4) hours work at such rate.

(b) An employee called in to work after the start of a regular shift shall receive the full hour's pay for the first hour of such shift provided he/she clocks in within one (1) hour of the start of the shift. Such pay prior to the time he/she clocks in will be at the straight time rates.

(c) If employees are called in or leave work when public transportation is unavailable and have no private transportation, the Company will provide a taxi.

10:16 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. Wherever possible an employee will be given twenty-four (24) hours' notice of a shift change.

10:17 Except where presently existing break or spell arrangements exceed thirty (30) minutes per shift the Company will provide a lunch period of thirty (30) minutes and such lunch period will be scheduled within the middle four (4) hour of the shift. The Company will provide an additional lunch period of not less than thirty (30) minutes for employees who work more than three (3) consecutive hours overtime immediately following a regularly scheduled eight (8) hour shift. The granting and scheduling of lunch periods is subject to the needs of particular operations.

10:18 The following jobs are spelled:

Heater
Furnace Charger
21" Mill Pulpit Operator
Mill Utility person
Main Pulpit Operator
#8, 10, 16, 17, 18, 19, 20, & 23 Crane Operators
#3, 5, 6, 7, 12, 21 & 22 Crane Operators
Mould Operators
1st Helper "C" Furnace
Shear Operator
shear Helper
#21 Crane Hooker

10:19 An additional fifteen (15) minutes spell in each half of the shift will be provided to the #21 Crane Operator by manning same with another crane operator.

EXTREME HEAT

10:20 This is to outline the mutual understanding that exists between the parties regarding operations performed under extreme temperature conditions during the period May 1st to September 30th inclusive.

when the outdoor temperature is 29°C (84.2°F) or higher based on the digital readout at the medical department, at 11:00 a.m., the Company will provide the Melt Shop-Concast with (1) labourer and the Rolling Mill-Hot Shears with two (2) labourers between the hours of 11:00 a.m. and 7:00 p.m. for additional relief on hot jobs. The Melt Shop-Concast job will be posted. The supervisor for those departments will co-ordinate such relief.

120E-1

If the Company fails to provide such relief, the employees in these areas shall be allowed to vote at the shift under the following conditions:

1. The outdoor temperature at 3:00 p.m. is 32°C (E) or higher.
2. The 3-11 shift will be expected to stop and return to work.
3. The Chief Steward or Steward of the Melt Shop - Concast, Rolling Mill, Hot and Reheat Furnace area may, if he deems it to be too uncomfortable, request the Company to conduct a vote to determine if operations should be discontinued.
4. The Supervisor acting on the request will conduct a secret vote to determine if the employees wish to stop work.
5. If the majority of the employees working in the area concerned indicate a desire to discontinue operations, no disciplinary action will be taken against any employee within the group, nor will such strike be considered as disqualification under Article 12:03 or 12:06.
6. Any second charge in a furnace before 2:30 p.m. will have to be completed and processed through the Concast machine as required. If the outdoor temperature at 2:30 p.m. is 32°C or higher, neither the Concast machine nor the Reheat Furnace will be used until the appropriate course of action is determined at 3:00 p.m.
7. Any low alloy steel will be processed in the Reheat furnace must be processed through the Rolling Mill. In such instances if the outdoor temperature at 2:30 p.m. is 32°C or higher, the Reheat Furnace will cease until the appropriate course of action is determined at 3:00 p.m.
8. The Company retains the right to work any employee who prefers to stay at work.

The Company shall install a thermometer in the area of the Reheat Furnace and within the confines of the plant perimeter in accordance with the standard of Environment Canada. Further, a Chief Steward or Steward will be afforded the opportunity to verify the temperature at the above location on request at the above times.

Without negating the right of the above voting procedures, the Company may suggest alternative methods to the above.

ARTICLE 11 - STRIKES AND LOCKOUTS

11:01 There shall be no lockout by the Company and there will be no strike, slowdown, stoppage of work, sit-down or any other interruption of work or interference with the Company by any employee. No official of the Union shall call, sanction or encourage any such strike, slowdown, sit-down or work sit-down, stoppage of work or interference with production while this Agreement is in effect.

ARTICLE 12 - VACATION HOLIDAYS

12:01 Employees shall receive pay for vacation days in accordance with Article 04 hereof.

12:02 Employees shall receive pay for:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day (July 1st)
- (e) Civic Holiday

53-100

- (f) Labour Day
- (g) Thanksgiving Day
- (h) Boxing Day
- (i) ~~Christmas Day~~
- (j) Easter Sunday

10

12:03 In order to be entitled to pay for the **Statutory** Holidays listed in Article 12:02 hereof, an employee **must** have worked throughout his/her complete last scheduled shift immediately prior to such **Statutory** Holiday and throughout his/her complete first scheduled shift immediately following such **Statutory** Holiday, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02) or **verified** illness. Payment will be made only for the first **Statutory** Holiday occurring in any period of **verified** illness or injury.

12:04 The pay provided for in this Article shall be equal to eight times the average hourly earnings earned by such employee during the preceding pay period.

12:05 If an employee who qualified for Statutory Holiday pay under this Article is scheduled to work and works a full shift on any such **Statutory** Holiday then he/she shall be paid, in addition to such Statutory Holiday pay, for the time worked on such day at overtime rates as defined in Article 10:09 of this Agreement.

12:06 (a) An employee who works on a Statutory Holiday shall work the full shift for which he/she has agreed to work; otherwise he/she shall lose his/her Statutory Holiday pay, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02), or **verified** illness or verified injury.

(b) For the purpose of Articles 12:03 and 12:06 for a special allowance only, the Company will allow up to one hour lateness per turn for acceptable reason.

12:07 The Statutory Holiday shall be deemed to commence at 7:00 a.m. on the day of the holiday and end at 7:00 a.m. on the day following the holiday, unless some other twenty-four (24) hour period is mutually agreed upon.

12:08 If a Statutory Holiday falls within an employee's scheduled vacation period the employee shall receive an extra day's pay equal to the amount of his/her Statutory Holiday pay provided that he/she works his/her complete last scheduled shift immediately prior to his/her vacation and throughout his/her complete first scheduled shift immediately following his/her vacation, unless prevented from working by reason of absence with prior permission or death in the immediate family (as defined in Article 15:02), or verified illness or verified injury, but shall not be entitled to an extra day's vacation.

12:09 The following will apply for hours worked on a Statutory holiday:

(1) Time worked in excess of eight (8) hours on a **Statutory Holiday** will be paid at double time.

(2) Hours worked on a Statutory Holiday which are normal overtime hours as defined in Article 10:07 will be paid at double time.

(3) Hours worked on a Statutory Holiday if the Statutory Holiday was scheduled as a regular scheduled day off will be paid at double time.

(4) Double time will not be paid if the hours worked were considered a regularly scheduled shift.

12:10 For the purpose of the following **Statutory** Holidays only:

New Year's Day
Good Friday
Easter Sunday
Canada Day
Civic Holiday
Labour Day
Christmas Day

overtime will be voluntary. Should the Company not be able to secure sufficient qualified employees, it retains the right to assign employees to perform the necessary work. The Company will assign the overtime required to the employee(s) with the least amount of overtime who would normally be scheduled to work.

ARTICLE 13 - VACATION WITH PAY

13:01 (a) Effective January 1, 1994 and continuing for the duration of this Agreement, employees who have not completed one year of continuous employment with the Company on the 30th day of June in any year shall be entitled to a vacation with pay allowance to May 31st therefore subject to the qualifications therefore and deductions therefrom of the current Employment Standards Act of the Province of Ontario and the regulations established thereunder as the same are in force at the date of this Agreement. The vacation entitlement shall be pro-rated at the rate of two (2) days for each ten (10) weeks of service.

(b) Vacation pay allowance for all vacations will be calculated from the first pay period ending in June to the last pay period ending in May of the following year.

(c) Effective January 1, 1994 and continuing for the duration of this Agreement, employees who have completed one (1) full year of continuous employment on June 30th in any year will receive two (2) weeks vacation with pay allowance equal to 4% of their twelve (12) months' earnings as in (b) above. 1 0 1 2

(d) Effective January 1, 1994 employees who have completed five (5) years continuous employment on June 30th in any year will receive three (3) weeks vacation with pay allowances equal to 6% of their twelve (12) months' earnings as in (b) above. 0 5 0 3

(e) Effective January 1, 1994 employees who have completed nine (9) years continuous employment on June 30th in any year will receive four (4) weeks vacation with pay allowance equal to 8% of their twelve (12) months' earnings as in (b) above. 0 9 0 4

(f) Effective January 1, 1994 employees who have completed fourteen (14) years continuous employment on June 30th in any year will receive five (5) weeks vacation with pay allowance equal to 10% of their twelve (12) months' earnings as in (b) above. 1 4 0 5

(g) Effective January 1, 1994, employees who have completed twenty-four (24) years continuous employment on June 30th in any year will receive six (6) weeks vacation with pay allowance equal to 12% of their twelve (12) months' earnings as in (b) above. 2 4 0 6 0 6

Effective January 1, 1995, employees who have completed twenty-three (23) years continuous employment on June 30th in any year will receive six (6) weeks vacation with pay allowance equal to 12% of their twelve (12) months' earnings as in (b) above. E.F.F. 23 0 6

Effective January 1, 1996, employees who have completed twenty-two (22) years continuous employment on June 30th in any year will receive six (6) weeks vacation with pay allowance equal to 12% of their twelve (12) months earnings as in (b) above.

(h) Effective January 1, 1994 employees who have completed thirty (30) years continuous employment on June 30th in any calendar year will receive Seven (7) weeks vacation with pay allowance equal to 14% of their twelve (12) months earnings as in (b) above.

(i) In addition to the above vacation pay allowance schedule, employees will receive 20% or 25% of their vacation pay allowance to be added to the vacation pay allowance entitlement. Employees hired after the last pay period ending in May in any calendar year will not be entitled to the 20% and/or 25% vacation pay allowance even though they may have been hired prior to the 30th day of June.

Employees who retire between the ages of 55 to 65 under the Pension Plan will qualify for the 20 or 25% W o n pay allowance. The following are the guidelines:

(a) The employee must be working or commencing vacation January 1 of that year to qualify;

(b) Employees actually taking vacation prior to their retirement will qualify for the 25% if the vacation falls in January, February, March or April.

(c) Employees retiring and receiving a lump sum vacation payment without taking time off will receive the 20% only.

In order for an employee to qualify for the 20 or 25% vacation pay allowance, he/she must be in the Company's employ on June 30 of that year and have been hired prior to the last pay period ending in May.

(j) Where an employee, having completed one (1) full year of continuous employment on June 30th in that year, has been absent from work during the twelve (12) months preceding May 31st due to compensable accident or verified illness, or verified injury, for a period or periods exceeding thirty-five (35) working days in total, the vacation pay allowance for each week of regular vacation entitlement actually taken shall not be less than forty (40) times the straight time C.W.S. rate applicable to the job of which the employee is incumbent at May 31st. For each vacation week not taken in the year, the employee will receive vacation pay allowance of two percent of his/her twelve (12) months earnings calculated as in (b) above. It is provided that an employee receiving his/her vacation pay allowance herein does not receive a 20% and/or 25% vacation pay allowance under Article 13:01 (h). Any employee qualifying under this Article shall receive the greater of any monies calculated as above or by the regular calculation.

(k) Vacation year shall mean a calendar year January 1st to December 31st inclusive. A vacation week shall mean a week as defined in Articles 10:04 or 10:05 whichever is applicable at the time the vacation is taken.

13:02 Effective January 1, 1994 and continuing for the duration of the Agreement an employee 61 years of age or more and with 25 years or more continuous employment shall be entitled to an annual extended vacation with pay in addition to his/her regular vacation entitlement under 13:01 in accordance with the following schedule on the basis of his/her age and continuous employment as of June 30th in any year:

Age 61 - 1 weeks vacation with pay equal to 2% of 12 months' earnings as 13:01 (b)

Age 62 – 2 weeks' vacation with pay equal to 4% of 12 months' earnings as in 13:01 (b)

Age 63 – 3 weeks' vacation with pay equal to 6% of 12 months' earnings as in 13:01 (b)

Age 64 – 4 weeks' vacation with pay equal to 8% of 12 months' earnings as in 13:01 (b)

Age 65 – 5 weeks' vacation with pay equal to 10% of 12 months' earnings as in 13:01 (b)

An employee retiring at age 65 who would otherwise qualify for a vacation with pay allowance and an annual extended vacation of five (5) weeks with pay equal to 10% of 12 months' earnings according to Article 13:01 (b) will receive vacation pay allowance pro-rated on his/her twelve (12) months' earnings as in Article 13:01 (b).

As an example of the paragraph above, an employee who retires at age 65 on December 31 with more than thirty (30) years of continuous service will receive 24% of his/her earnings from the first pay period ending in June to December 31.

13:03 An employee terminating his/her service with the Company by reason of quit or discharge shall receive vacation pay in accordance with the current Employment Standards Act of the province of Ontario and the regulations established thereunder. This Article will not apply to employees who retire through age or disability.

13:04 There will be a deduction of one (1) day from the vacation period and a corresponding reduction in vacation pay for each unjustifiable absence in excess of one (1) day in any calendar month or a total of twelve (12) in any vacation year. The following will be considered justifiable absences:

- (a) sickness or accident evidenced by a doctor's certificate;
- (b) absence with leave;
- (c) death in the immediate family (as defined in Article 15:02)

Failure of the employee to communicate with the Medical Department or his/her Supervisor whenever absent shall constitute an unjustifiable absence.

13:05 The Company will continue its current system of vacation scheduling and will schedule two (2) weeks of vacation during:

- 1994 – May 8th – September 24th inclusive
- 1995 – May 7th – September 23rd inclusive
- 1996 – May 5th – September 21st inclusive

or employees having five (5) years of service or more. If conditions beyond the Company's control prevent this commitment, the parties will discuss alternative arrangements.

The Company will advise the Union every three (3) months of vacations taken by employees.

13:06 When a department is completely shut down all employees qualifying for vacations with pay may be required by the Company to take their vacations during any such shutdown period, but the Company will discuss the matter with the Union prior to requiring such vacation to be so taken. In cases where the length of the vacation is greater or less than the shutdown period the Company will endeavour to make satisfactory arrangements.

13:07 The time at which the vacation of any employee shall be taken shall be

prescribed by the Company but the Company shall post the shutdown period, if any, by March 15th in any vacation year. Subject to the current Employment standards Act of the Province of Ontario, employees vacations, to which an employee is entitled, must be taken by employees during the calendar year.

13:08 Employees will not be required to work during their scheduled vacation unless an emergency situation develops within the Company which requires the retention and/or the recall from vacation.

Employees required to work during their vacations will be scheduled to take working time off equal to the number of hours actually worked during their vacations. The Company will notify the Union Resident of such situations.

13:09 The Company shall furnish to each employee a statement of vacation pay allowance as well as provide all vacation pay entitlement on the last payday prior to Summer shutdown, but no earlier than the end of the first week in July.

13:10 Employees who become medically incapacitated either by verifiably ill or injured within the first forty-eight (48) hours of their vacations and remain so for the remainder of such vacation period will be permitted to request rescheduling of same. This request will not be unreasonably denied. The Union will be informed of such requests and the subsequent reschedulings. Employees cannot collect weekly indemnity benefit and vacation pay for the same period.

13:11 The Company will process pre-July 1 vacation advance requests and regular vacation pay as follows:

(a) A non-incentive employee will receive 40 times his/her hourly C.W.S. rate less statutory deductions for each week of vacation to be taken.

(b) An incentive employee will receive 54 times his/her hourly rate less statutory deductions for each week of vacation to be taken.

ARTICLE 14 - LEAVE OF ABSENCE

14:01 An employee requesting leave of absence shall make application in writing to his/her Supervisor. All leaves of absence must be authorized in writing by the Manager - Human Resources or his/her representative and shall not be granted for more than six (6) months except as hereinafter mentioned, provided however that if an emergency arises which prevents the employee from returning at the end of the leave of absence which has been granted, he/she may apply to the Human Resources Department for an extension.

14:02 The Company reserves the right to refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except on Union Business.

14:03 The Company will grant leave of absence without pay on application therefor to not more than twenty-five (25) employees in any one year (not more than six (6) at any one time in excess of one (1) day) to enable them to attend to Union business up to a total of thirty (30) days in any one (1) year for any one employee and to not more than one (1) employee for any one period not exceeding twelve (12) months.

The time used by the Negotiating Committee during contract negotiations will not apply to the thirty (30) day time limit above.

It may be necessary for a senior Union Executive to have a leave of absence in excess of thirty (30) days however, this will not be abused.

14:04 During such authorized leave of absence or extension of leave of absence

an employee shall maintain and accumulate seniority. Leave of absence for authorized Union business will not result in loss of seniority

14:05 The Company will notify the Union of all leaves of absence granted for a period in excess of two (2) weeks.

14:06 The Company feels that the present method of administering leave of absence requests meets with the requirements of the employees. To ensure objectivity, an "Appeals Committee" composed of the Union President or his/her designate, the Departmental Chief Steward of the employee requesting the leave, Vice President - Manufacturing and Manager - Human Resources will review and rule on appeals.

ARTICLE 15 - JURY SERVICE AND BEREAVEMENT LEAVE

15:01 The Company shall pay to any of its hourly and production employees who may be required to serve as a juror or as a subpoenaed crown witness in any court of law, the amount he/she would have received for services normally rendered to the Company during the same period of time. (b.c.)

Employees will not be required to work the night shift preceding their first day of either service if they were scheduled to work and will not be required to work the night shift on days of service if released from such after 1:00 p.m. (b.c.)

15:02 An employee shall be permitted time off from work up to a maximum of three (3) days for the purpose of attending the funeral of a member of his/her immediate family or, when he/she does not attend the funeral one (1) day. Where any of such days fall on a scheduled working day for the employee, he/she shall be paid a bereavement allowance for each day equivalent to eight (8) times the average hourly rate earned by him/her in the preceding pay period. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepmother, stepfather, sister-in-law or brother-in-law or a common-law spouse as covered under the Company benefit plan and mother, father, sister or brother of such common-law spouse.

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

Where proof of death is not readily available to the Company, employees may be requested to provide such proof.

ARTICLE 16 - SAFETY AND HEALTH

16:01 The Company shall make provision for the safety and health of the employees during the hours of their employment consistent with the current Industrial Safety Act of the Province of Ontario, and shall continue to supply protective equipment and other safety devices in accordance with its present practice.

16:02 The parties shall constitute a Safety Committee with equal representation from the parties to promote safety in the plant. (b.c.)

16:03 An employee losing time as a result of an injury in an industrial accident will be paid for the balance of the shift during which the accident takes place.

16:04 The Safety and Health Representative or Chief Steward from the department where an accident occurs will attend any investigation meetings concerning the accident where an employee or employees are taking part in the

investigation. A copy of any accident report will be given to those in attendance as well as the Chairperson of the Union Safety and Health Committee.

The Chairperson of the Union Safety Committee or the designated nominee will be advised if the Company plans to contest a lost time accident claim within twenty-four (24) hours of the Company mailing the Form 7 to the Workers' Compensation Board.

16:05 The parties agree to comply with the requirements of the Occupational Health and Safety Act, 1978, and the appropriate Regulations and any amendments thereunder. The Company and the Union agree that no employee or member of the Joint Safety and Health Committee Structure will be threatened, disciplined, suspended, or coerced in the event that the employee or member of the Joint Safety and Health Committee Structure has acted in compliance with the Occupational Health and Safety Act, 1978, and the appropriate Regulations and any amendments thereunder.

16:06 The Company will provide the Chairperson of the Union Safety Committee with copies of the Form 7s sent to the Workers' Compensation Board and a weekly report of compensable lost time accidents, work related injuries requiring modified work assignments (light duty) as well as external medical treatment resultant from accidents. Such report will show the employee's name, clock number and department as well as the date and type of injury.

16:07 The Company will give employees a copy of their "Request for Service - Medical Department" slip.

16:08 The Company will review the results of tests and surveys relative to safety with the Union Safety Committee and provide copies if applicable. *65-2*

16:09 The Company will provide the Chairperson of the Union Safety Committee with copies of new or changed safety data sheets and job safe practices as well as provide the Departmental Safety Representative with copies for their particular area.

In addition, the Company will maintain a departmental library of up-to-date safety data sheets and job safe practices in an accessible location for employees' perusal.

16:10 When a safety hazard is identified, employees can complete a "Hazard Identification Form" and give a copy to their Supervisor. On the conclusion of their shift, they must deposit copies for the Union Resident and Supervisor - Safety in the appropriate boxes in the guard shack.

16:11 The Company will subsidize the cost of safety boots (or shoes for employees medically authorized) as follows:

Employees may obtain:

(1) One (1) pair with metatarsal protection from the stores at no cost

OR

(2) One (1) pair of regular safety boots from the Stores at a discount of 25% not less than every three (3) months and on the m e n d e r of their worn out boot The Supervisor may waive this time restriction if the employee's boots a damaged beyond use by heat.

New employees can purchase their initial pair through Stores at their expense. Changes in foot protection will be discussed with the union Safety Committee prior to implementation.

If employees wish to purchase higher quality safety shoes outside, the Company will subsidize such purchase by \$50.00.

16:12 The Company will allow Melt Shop employees, Scarfers, Welders, Mill Utility persons and Assistant "A" & "B" Rollers to purchase flame retardant pants at Stores with subsidies as follows each calendar year.

- 1st pair - Maximum of \$20.00
- 2nd pair - Maximum of \$20.00
- 3rd pair - 2/3 of the Company cost
- 4th pair - 2/3 of the Company cost

Fire retardant jackets, leggings, gloves and face shields will be provided consistent with existing practice.

16:13 The Company will provide work gloves to maintenance personnel working in the field upon the surrender of worn out gloves to a maximum of one (1) pair per week.

16:14 The Company will provide the incumbent Roof and Ladle Builders and Helpers with leather faced work gloves upon surrendering of their worn out pair.

16:15 The Company will provide protective clothing to employees assigned maintenance cleaning duties within the dust collector system. In addition, the Company will provide and mandate the use of the respirators by maintenance employees when carrying out repairs in the baghouse.

16:16 When an employee's claim is rejected by the Workers' Compensation Board (W.C.B.) as not work related, such employee may apply for Short Term Disability Benefits by completing and signing a waiver form insuring the carrier will be reimbursed if an appeal is successful.

16:17 The Executive/Union Safety Committees will jointly discuss and determine the monitoring requirements for noise and dust.

16:18 The Company, like the Union, is concerned with the possibility of damage to employees' hearing ability. Accordingly, steps have been taken in the past to reduce noise levels in certain areas where correction was necessary. In addition, the compulsory requirement for the wearing of hearing protection devices and compulsory regular hearing tests have been initiated in those areas where the noise level is such that it is considered to represent a hazard.

The hearing tests will be continued on a periodic basis as required. The Company will discuss with the Union Health & Safety Committee the frequency of hearing tests after the Regulations regarding noise are implemented by the Ministry of Labour.

16:19 Employees who are required by the Company to attend meetings outside their normal working hours for the purpose of accident investigation, safety talks or departmental communications meetings will be paid their C. W. S. rate at overtime for the duration of the meeting.

16:20 The Company will pay employees their C. W. S. rate at overtime for the time spent at Company required medical examinations outside their normal scheduled working hours (other than as required by the Company rules on page 16) hearing tests, eye examinations conducted in the Company Medical Department.

The Company will pay employees one hour at their C. W. S. rate for Company required examinations or tests as mentioned above taken outside the Company (a) the purpose of maintaining their license for operating Company trucks and

(b) tests and examinations deemed necessary by the Health and Safety Committee.

16:21 The drains in the main change room will be augured monthly to dislodge blockages.

16:22 A uniform supply program will be supplied to Maintenance employees at their expense.

16:23 The Company will have ongoing input from the Union to improve Canteen services.

ARTICLE 17 – BULLETIN BOARDS

17:01 The Company will provide glass enclosed and locked bulletin boards in the guard shack, the west side of the cafeteria and the Melt Shop/Concast lunchroom for notices of Union business as approved by the Manager - Human Resources or his/her designate.

The following are the locations of Company notice boards.

- (1) Guard Shack
- (2) Finishing - south of #4 stock shear
- (3) Hot Shears Lunchroom
- (4) Maintenance Lunchroom
- (5) Cafeteria
- (6) Melt Shop Lunchroom
- (7) Concast Lunchroom
- (8) Brant Street Yard - Notice Board
- (9) Birch Street Yard

ARTICLE 18 – DEROGATORY NOTICES

18:01 No record of warning or any other action shall be used for the purpose of taking or justifying disciplinary action against an employee unless a copy of such record has been given to the employee concerned, or sent registered mail if not readily available, within seven (7) calendar days after the discovery of the occurrence which brought about the warning.

The employee's steward, Chief Steward or a Grievance Committee member shall be given a copy of such record, and shall sign all copies acknowledging its receipt. For the purposes of disciplinary action all derogatory notices relating to records of warning and suspensions shall be expunged from the employee's record eighteen (18) months after they were issued.

ARTICLE 19 – TERMINATION

19:01 This Agreement shall be in effect until the 31st day of March 1997 and shall thereafter continue for a period of one year unless either party shall give notice to the other not more than 90 days nor less than 60 days before the expiration date that it desires revision, modification or termination of this Agreement at its expiration date. If either party does give notice the parties will meet to negotiate within 30 days after the giving of such notice.

ARTICLE 20 – APPENDICES

20:01 Attached hereto and forming part of the Agreement are the following:

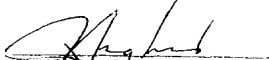
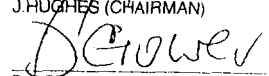
- Schedule "A" - Stewards
- Appendix "A" - Co-operative Wage Study (C.W.S. Manual dated January 1, 1967)
- Appendix "B" - Standard Hourly Wage Scale


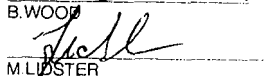
- Appendix "C" - Rolling Mill Incentive
- Appendix "D" - Learner Period - Classification Analysis
- Appendix "E" - Technological Change Plan
- Appendix "F" - Maintenance
- Benefit "A" - Pension Plan
- Benefit "B" - Group Benefit Plan
- Benefit "C" - Supplementary Unemployment Benefit Plan

The Company will provide employees with copies of the Agreement and booklets outlining Pension and Group Insurance Plans as soon as practical following ratification.


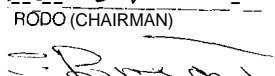
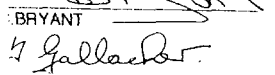
IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their proper officers.


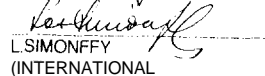
SLATER STEELS
HAMILTON SPECIALTY BAR DIVISION
 A DIVISION OF SLATER INDUSTRIES INC


 J. HUGHES (CHAIRMAN)

 D. GOWER


 B. WOOD

 M. LISTER

UNITED STEELWORKERS OF AMERICA
 LOCAL UNION 4752


 RODO (CHAIRMAN)

 BRYANT

 GALLACHER


 D. MEIKLEJOHN

 L. SIMONFFY
 (INTERNATIONAL REPRESENTATIVE)

SCHEDULE "A"

Referred to in the Annexed Agreement

| Department | Stewards | Chief Stewards |
|---|----------|----------------|
| 1. Rolling Mill, Billet Yard, Mill Furnace, Hot Bed & Shears | 4 | 1 |
| 2. Finishing & Ball Shop | 4 | 1 |
| 3. Roll Shop, Mechanical Maintenance, Electricians, Pipefitters/ Millwrights, Blacksmiths, Plant Stores, Welders and Carpenters | 4 | 1 |
| 4. Melt Shop, Concast & Yard | 5 | 1 |
| 5. Laboratory | 1 | - |

In the Department where the number of Stewards is related to the number of shifts worked, (e.g. Melt Shop, Rolling Mill, Hot Shears, Maintenance and Finishing), the number of stewards will change to correspond to any change in the number of shifts worked.

The above numbers reflect a 4 shift - 20 turn operations. In the event of a reduction in operations, the number will reduce accordingly.

The Company will provide a mail box for each of the Steward groups as well as for the Yard Steward.

APPENDIX "B"

STANDARD HOURLY WAGE SCALE
Effective January 1, 1994

| Job Class | Standard Hourly Wage Scale | Job Class | standard Hourly Wage Scale |
|-----------|----------------------------|-----------|----------------------------|
| 1 | 17.480 | 14 | 20.041 |
| 2 | 17.677 | 15 | 20.238 |
| 3 | 17.874 | 16 | 20.435 |
| 4 | 18.071 | 17 | 20.632 |
| 5 | 18.268 | 18 | 20.829 |
| 6 | 18.465 | 19 | 21.026 |
| 7 | 18.662 | 20 | 21.223 |
| 8 | 18.859 | 21 | 21.420 |
| 9 | 19.056 | 22 | 21.617 |
| 10 | 19.253 | 23 | 21.814 |
| 11 | 19.450 | 24 | 22.011 |
| 12 | 19.647 | 25 | 22.208 |
| 13 | 19.844 | | |

APPENDIX "C"

ROLLING MILL INCENTIVE PLAN
STANDARD EQUIPMENT HOUR
INCENTIVE PLAN CONDITIONS

1. This plan is subject to the terms and conditions set out in the Agreement where provisions are not made in this plan.
2. The standards are developed in such a way as to reflect the following principles:
 - (a) They are based upon the actual practical capacity of the mills and are calculated to reflect a limiting facility, e.g. furnace, mills, shears, etc. where one exists.
 - (b) They provide adequate time allowance for actual working conditions and delays which occur in good mill operation.
 - (c) They provide "equitable incentive compensation" which shall be defined for this plan as an earnings opportunity for employees under the plan of an average of 35% (thirty-five percent) above the incentive earnings calculation rates for the respective jobs. New, revised or adjusted standards or groups of standards made as hereinafter provided shall provide an earnings opportunity of 35% (thirty-five percent) above the incentive earnings calculation rates for the respective jobs.
 - (d) They provide rates of such nature that equal opportunity for incentive earnings is available for each crew.
3. Incentive earnings shall be:
 - (a) Based upon the incentive earnings calculation rates for the respective jobs.
 - (b) In direct proportion to the incentive earnings calculation rates on a one-for-one basis (i.e. 1% additional pay above the incentive earnings calculation rate for each 1% increase in production above the incentive standard) so that the relationship of earnings between the various jobs to which the plan is applicable will be maintained.
4. (a) The standards are classified by a combination of or part of the following factors: size, method of processing, product size and product category.
 - (b) Each standard will include as much detail as possible to indicate the methods and conditions for which the standard was calculated, will be identified by a number which will correspond to the tons per hour required to represent 100% of the standard and will indicate the tonnage required in an eight hour shift for 100% of the incentive earnings calculation rate.
 - (c) The following is the outline for calculating Rolling Mill Incentive Standards:
 - (1) Calculating Number of Billets Per Hour
The number of billets per hour which can be processed through the Reheat furnace, 21" Mill, balance of the Mill and 400 Ton Shear are calculated on the basis of pertinent criteria.
Reheat Furnace - based on heating and hearth capacity with gaps considered - current standard capacity of 90 per hour.
21" Mill - based on the time to process a billet which varies with billet length, the number of billets processed simultaneously, (e.g. 1 and 5, etc.), the weight of the product of the fifth pass, the speed of the Mill and a heat separation factor

- current standard
- billets per hour 81 - 87
- Recommended tier - seconds (45) (41)
- Heat separation factor 95.5%

- Balance of the Mill - based on the time to roll in the Mills, making appropriate allowance for operation of repeaters and varies with product size and mill speeds.

- 400 Ton Shear - based on cycle time per pack and varies with billet cross section and length, sheared product length, number of cooling bed lengths from a biller, product size, pieces sheared simultaneously, dumping frequency and shear capacity (tons per square inch).

(ii) Calculating Tons Per Hour

The lowest number of billets per hour determined from the above separation calculations is considered to represent the production limit for the particular product and parameters.

The lowest number of billets per hour is converted to ton per hour heated multiplying the specific billet length by the billet weight per foot and dividing by 2000.

- Current billet weight per foot is 115.5 lbs

The resultant tons per hour is factored by yield allowance to compensate for losses in scale, cobbles, scrap, etc.

- 94.0% for ball stock
- 93.0% for single strand rebar
- 91.5% for flats, squares, rounds and plow beam
- 91.0% for channels and sign post
- 90.0% for tire ring
- 89.5% for double strand rebar

An appropriate delay factor is then applied depending on finishing stand:

- 80.5% for product finishing in stand #5
- 79.5% for product finishing in stand #7
- 78.5% for product finishing in stand #9
- 80.5% for double strand rebar

(iii) Calculating Standards

The resultant number from the above is divided by 135% to provide incentive opportunity. the standard category is determined by rounding the decimals up or down as follows:

- up to and including .500 are rounded to the next lowest whole number.
- over .500 are rounded to the next highest round number.

(e) Allowances

(i) Startup

Roll Change - 0.50 hour

Pass Change - 0.25 hour

Roll and pass change is defined as the period of time applied to such change between Mill shutdown and the delivery of the first bar to the hotbed.

(ii) First 100 Ton Rolled

The standard is reduced by 4 tons for all products except rebar for the first 100 tons produced after a roll or pass change. For example, a product which bears a standard of 25 will be considered as bearing a standard of 21 for the first 100 tons rolled following the initial roll or pass change. From the 101st ton onward, the standard will revert to 25.

For changes in product via "weigh up" of less than 100 tons per size, the first 100 tons produced following a roll or pass change shall be considered as one product for the purposes of applying this allowance.

For the purposes of this allowance ball stock and rounds of the same size when rolled in sequence will be classed as one product rolling.

(iii) Shear Gauge Change

.08 hour will be allowed each time a length change is required except when coincident with an order change.

(iv) Order change

.15 hour will be allowed per Occurrence.

Order changes are defined as changes from customer to customer, or customer to stock, or stock to customer. Random material is not considered for purpose of this allowance.

(v) S. B. Q. Procedures

Applied only when S. B. Q. procedures are specified in the Rolling Mill as applied to products for

- (a) Automotive Springs
- (b) Forging Quality
- (c) Cold Drawn
- (d) Tire Ring

(l) Roll and Pass Change Definition

The period of time applied to such change between Mill shutdown and delivery of the first bar of ordered billets to the hotbed.

For tire ring only, this is defined as the period of time between Mill shutdown and delivery of the first bar of acceptable dimension to the cooling bed as determined by the Roller and recorded on the Mill delay sheet.

(li) Startup

Roll Change

- 0.50 will be allowed following a roll change.

pass Change

- 0.25 will be allowed following the initial pass change.

- 0.30 will be allowed following subsequent pass changes within the same size.

i. B. Q. Change

· 0.50 will be allowed when changing from commercial or ball stock to a product requiring S. B. Q. procedures as defined and in the same size.

ime

· factor of 7.5% will be allowed during the calculation of earnings.

Pack Anneal

A time allowance of 5% will be allowed during the calculation of earnings for all spring flats except those .375 inches and thicker and cooling bed length of 180 feet or less.

Tie Ring standard

Standards for all **tie ring sections** are reduced by **three (3)** standards from that calculated as above e. g. a calculated standard of 27 becomes 24.

Fit Tie Rolling

For products rolled for the first time, earnings will be calculated on the basis of calculated standards or 135% whichever is greater. Earnings for subsequent rollings will be calculated on the basis of calculated standards only.

5. Any changes, deletions, or additions to the equipment or the equipment capacities methods, products, raw material, processes, quality standards, or such other changes as directly affect the mill capacity will constitute a reason for review of the standards and, where applicable, a change in the standard equipment hours per ton of product produced.

6. Any such change as referred to in Point Five above will be made in accordance with the Agreement and in a manner consistent with this plan.

7. Production of substandard quality will not be included in the total production used for purposes of incentive calculations as per current established practice.

8. The following shall be considered non-standard operations, and when approved, shall be paid for at the standard hourly rate:

(a) Periods of productions for which there are no standard equipment hours

(b) Paver failure originating with the Hydro Electric System (subject to Article 10 of the Basic agreement).

(c) Scheduled mill pass, roll and sequence changes.

9. The Company shall furnish to the Union a list of all the jobs affected by an to which the incentive plan applies and a list of those jobs to which an "out-of-line earnings differential" (O.E.D.) is applicable as a consequent of previous agreement.

Such out-of-line earnings differential multiplied by hours paid for shall be added to the earnings of each employee on such job.

10. The minimum guaranteed rate shall be the applicable Standard Hourly Wage Rate (C.W.S.) as provided in Section 9 of the Basic Agreement, plus any out-of-line earnings differential that may apply. The minimum guarantee shall be applied on a daily basis.

11. An "Incentive Record" covering all current standards will be supplied to Union.

12. When on a four (4) crew operation, the service equipment shift will be paid at the average earnings for the crew involved for the other four days of that week. This applies only to a four crew operation and does not apply to crew on overtime basis.

13. Incentive Plan Participation

The following are the positions and levels of participation in the Mill incentive plan

| Department | Job | Participation |
|--------------|--|---------------|
| Furnace | Furnace Heater | 100% |
| | Furnace Charger | 100% |
| Rolling Mill | Roll Builder | 100% |
| | Greaser | 100% |
| | 21'' Pulpit Operator | 100% |
| | Main Pulpit Operator | 100% |
| | Assistant Roller '' A '' | 100% |
| | Assistant Roller '' B '' | 100% |
| | Utility person | 100% |
| | Guide fixer | 100% |
| Shears | Mill Helper | 100% |
| | Shear Operator | 100% |
| | Shear Helper | 100% |
| | # 21 Crane Operator | 100% |
| | Mill Weight Person | 75% |
| | #21 Crane Hooker | 50% |
| | Spell Crane Operator (while spelling #21 crane) | 100% |

14. The Company's objective is to maintain and operate the 400 Ton Shear Weigh Scale to produce lift weights within commercial tolerances, i.e. to weigh accurately to the closest 20 lb. increment.

The Company will confirm the accuracy of the mill scales during each shift using a "test weight" and records will be maintained in the department and made available to the Union upon request. The test will normally be carried out during mill change or mill delay. When such is not possible, production will be interrupted and the test will be done, and an allowance of 0.1 hours will be authorized by Supervision. The test record will include a record of operating times when the scale is inoperative. During such periods, lift weights will be estimated based on bar count and theoretical weight.

Should the Union bring forward factual evidence, and the evidence is confirmed by the Company's investigation, that the total weight recorded for any calendar month's production at the 400 Ton Shear Scale falls short of actual weight by more than 1%, the Company will adjust wages paid to the affected employees for that month.

- 1. The Company recognizes that there have been occasional problems with the lining of high sulfur billets and will conduct a study to determine:
 - the nature and extent of the problem(s);
 - the method of application for any allowance deemed necessary.
- These studies will be conducted at the earliest opportunity.

MELT SHOP INCENTIVE PLAN

General

Standards are based on tons per furnace hour and reflect the operating mode.

Tons per furnace hour is calculated on "cast tons" of good billets.

Wage bonus is calculated on the basis of tons produced for the day versus the standard for the day.

- Start and early quits are compensated at appropriate non-incentive rates

Early starts are compensated at incentive rates.

Downtime: Time in excess of four (4) hours continuous downtime will be paid as non standard hours.

A quality factor (Q. E) is applied to tonnage bonus to arrive at total daily incentive bonus. The Q. E reflects their ability to achieve the required chemistry. The current Q. F. S are

S. B. Q. = 83.9 (1.192) Based on 98.8% heats on chemistry.

M. B. Q. = 81.1 (1.233) Based on 95.8% heats on chemistry.

2. Calculating Standards

$$\text{Current standard} \times \frac{\text{Current Tap to Tap}}{\text{New Tap to Tap}} \times \frac{\text{New Heat Size}}{\text{Current Heat Size}}$$

"Tap to Tap" equals "Power OR" plus "Power On".

The standard is calculated to two decimal places and rounded off to the nearest .05: e.g. 31.32 would become 31.30; 31.33 would become 31.35.

3. Trial Allowance

(a) Weight

Tons melted, but not cast due to trials which interrupt the cast and prevent completion of the heat will be compensated for as follows:

Tonnage Allowance = Standard heat size minus actual heat size (good billets cast for the trial heat)

(b) Time

Enforced idle time on "C" furnace due to the caster not being available due to development trials will be compensated for as follows:

"C" furnace enforced idle X Standard TPH = Tons

The tonnage as calculated for the allowance will be added to the daily production as trial allowance ton to calculate the daily performance.

4. Incentive Plan Participation

(a) The following are the positions and levels of participation in the Melt Shop incentive plan.

| Department | Job | Participation |
|------------|-------------------------------------|---------------|
| Melt Shop | 1st Helper | 100% |
| | 2nd Helper | 100% |
| | 3rd Helper | 100% |
| | 4th Helper | 75% |
| | Ladle person | 100% |
| | Assistant Ladle person | 100% |
| | #20 and #23 Crane Oper. | 100% |
| | #16 and #19 Crane Oper. | 100% |
| | #17 and #18 Crane Oper. | 100% |
| | Spill Crane Operator | 100% |
| | Utility person | 50% |
| | Tow motor operator | 50% |
| | Roof and Ladle Builder Group Leader | 75% |
| | Roof and Ladle Builder | 75% |
| | Roof and Ladle Helper | 50% |
| | Labourer | 50% |

| Department | Job | Participation |
|------------|---------------------------|---------------|
| Concast | Concast Group Leader | 100% |
| | Mould Operator | 100% |
| | Cut Off Withdrawal Person | 100% |
| | Tundish Conditioners | 100% |
| | #8 and #10 Crane Oper. | 100% |
| | Concast Utility Person | 50% |

(b) When the locomotive crane operator is required to perform regular production work (scrap loading into buckets at the scrap transfer) of either #17 or #18 cranes due to a breakdown of such cranes, the locomotive crane operator will be included in the Melt Shop incentive plan at the 100% participation rate.

(c) Participants in the Melt Shop Incentive Plan will be paid according to the Incentive Plan while engaged directly in production operations. Employees affected by major delays will be paid according to "Modifications to Melt Shop Incentive Plan", September 26, 1979, Part 1.0, paragraph 4.

(C) GENERAL

1. When employees participating in a group incentive plan work on schedules differing from the normal production schedule for their department, they will be paid at a rate of two (2) job classes above their C.W.S. rate for hours worked in their incumbent job on all shifts when the department is not crewed for production. The rate additive will not be applicable when such employee is in receipt of incentive earnings for such hours and will not be applicable to scheduled overtime shifts.

In future and excepting existing arrangements covered by the foregoing, i.e. spell crane operators in the Melt Shop, when an incumbency or incumencies regularly participating in a group Incentive plan are assigned to work on schedules differing from the normal production schedule for their department, the incumbents at the time of such change will be paid average incentive earnings of the incumbent group for hours worked on their incumbent job on all shifts when the department is not crewed for production. This additive will not be applicable when such is in receipt of incentive earnings for such hours, will not be applicable to a scheduled overtime shift and will not be applicable to employees who become incumbent subsequent to and during the continuation of such schedule.

2. The Company will inform the Chairperson of the Union Incentive Committee for the specific area of all capital based improvements which would impact on the Incentive Program.

CHART TO BE INSERTED HERE

| Plant Code | JOBS REQUIRING LEARNED RATE | | | | HOURS AND JOB CLASS FOR LEARNING PERIODS | | | |
|------------|-----------------------------|--------------------------------|-----------------|-----------|--|----------------------|----------------------|----------------------|
| | Standard Code | Standard Title | Months Factor 2 | Job Class | NO. OF Learner Periods | 520 Hours 1st Period | 520 Hours 2nd Period | 520 Hours 3rd Period |
| 21-01 | | Assistant Roller "A" | 31 to 36 | 19 | 3 | 13 | 15 | 17 |
| 21-02 | | Assistant Roller "B" | 19 to 24 | 15 | 3 | 9 | 11 | 13 |
| 11-01 | | Assistant Foreman (Yard) | 19 to 24 | 14 | 3 | 8 | 10 | 12 |
| 42-01 | | Mill Inspector | 25 to 30 | 13 | 3 | 7 | 9 | 11 |
| 60-02 | | Machine operator (Roll Shop) | 25 to 30 | 13 | 3 | 7 | 9 | 11 |
| 51-02 | | Pipefitter / Millwright | 31 to 36 | 14 | 3 | 8 | 10 | 12 |
| 22-11 | | Mill Weighman | 19 to 24 | 10 | 3 | 4 | 6 | 8 |
| 13-01 | | Mould Operator | 13 to 18 | 17 | 2 | 13 | 15 | |
| 12-10 | | Roof and Ladle Builder | 13 to 18 | 13 | 2 | 9 | 11 | |
| 21-23 | | Main Pulpit Operator | 13 to 18 | 12 | 2 | 8 | 10 | |
| 37-01 | | Expeditor (Finishing) | 13 to 18 | 10 | 2 | 6 | 8 | |
| 37-04 | | Recorder | 13 to 18 | 9 | 2 | 5 | 7 | |
| 70-01 | | Stores Clerk | 13 to 18 | 8 | 2 | 4 | 6 | |
| 21-15 | | 21" Mill Pulpit Operator | 7 to 12 | 13 | 1 | 11 | | |
| 32-02 | | straightening Machine Operator | 7 to 12 | 8 | 1 | 6 | | |
| 60-06 | | Roll Bearing Assembler | 13 to 18 | 16 | 3 | 10 | 12 | 14 |

NOTE: A person operator's job will be considered a learner period if a maximum of 240 hours

The Company will notify the Union as soon as possible in advance of any technological change which may cause a displacement of employees from their jobs. The Company will meet and inform the Union of the planned change and will hold further meetings with the Union, if requested, for the purpose of discussing general matters of mutual concern affecting the interest of the employees affected. The Company will also meet with the Union as far in advance as practicable prior to the time that the technological change is to take place to discuss the application of this Program with respect to such employees.

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

A. DEFINITIONS

Technological change shall mean:

- (a) the automation of equipment, or
- (b) the mechanization or automation of duties, or
- (c) the replacement of an existing facility with a new facility which produces the same or similar product, or
- (d) the introduction of new equipment, or
- (e) the replacement of existing equipment with new equipment, or
- (f) the modification of existing equipment,

which directly results in the permanent displacement of an employee from a job. The subsequent permanent displacement of a junior service employee by an employee directly displaced from a job in accordance with the above shall also be considered to be a direct displacement due to technological change.

The displacement of an employee from a job description as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment, resource depletion or product obsolescence or market shift which is not the cause or the result of a technological change, fault of the employee, or lay-offs caused by any strike, slowdown, lockout, sabotage, Act of God, or breakdown, shall not be considered to be a technological change.

B. CONTRIBUTION

Each month the Company shall make a contribution totaling four cents (4¢) multiplied by the total number of straight time hours worked by each employee during the preceding month to the S.U.B. Plan, Technological Change Plan, or Contingency Fund or Combination thereof as provided for in the text of the S.U.B. and Technological Change Plans.

If during the term of this Agreement the Company's contribution to the Supplementary Unemployment Benefit Plan shall not be required in accordance with Article III, Section 3.01 of the S.U.B. Plan, or shall terminate in accordance with the provisions of Article VII, Section 7.03 of the S.U.B. Plan such contributions as would otherwise be made shall be applied as follows: 20-3

An amount equal to one-half (1/2) of each month's contributions to the S.U.B. Plan will be applied by the Company to the Technological Change Account when the financial position of such account, during each such month, is calculated to

be less than seven thousand and five hundred (\$7,500.00) dollars and will continue to be so applied to such account monthly or such lesser amount as may be necessary to bring the financial position of such account to twenty five thousand (\$25,000.00) dollars.

(ii) Save as provided in (i) above the total monthly contribution or remainder thereof shall be accumulated and applied to the Contingency Fund when required by the Company.

In the event the Company does not apply such accumulated contributions, either whole or in part then such accumulated contributions or balance thereof may be used for other purposes as the parties may agree at the termination date of this Agreement.

Should the Company qualify for a rebate under the Unemployment Insurance Act with respect to the Weekly Indemnity Benefits, the "5/12" portion will be assigned to the Contingency Fund.

C. ELIGIBILITY

An employee, in order to be eligible for a Maintenance of Earnings Benefit, must:

- a24-1
- (i) have twenty-four (24) or more months of service, and
 - (ii) be permanently displaced from a job due to a technological change which directly caused his/her displacement from that job description, and
 - (iii) have occupied a job or jobs in the department in which such technological change & placement has occurred for the six (6) month period immediately preceding such displacement, and
 - (iv) remain in the employment of the Company during the benefit period, and
 - (v) accept the job with the highest rate of pay to which he/she is entitled and qualified to receive under the terms of the Agreement during the benefit period and continues to accept assignment to any job with a higher rate of pay during the term of the benefit period.
 - (vi) If an eligible employee (as in (v) above) requires orientation to a job on which he/she previously was a permanent or temporary incumbent or on which he/she has successfully completed the learner or break in period(s), the Company will provide an orientation period not to exceed two (2) consecutive weeks.

D. MAINTENANCE OF EARNINGS BENEFIT

For each pay period during the Benefit Period to which an employee is entitled as provided in (E) below, an eligible employee will be paid the greater of:

- (i) his/her actual earnings during such pay period, or
- (ii) the Maintenance of Earnings Benefit for such pay period. The Maintenance of Earnings Benefit will be calculated by multiplying the applicable Standard Hourly Rate plus any average earnings opportunity provided for in The Incentive Plan times the actual hours worked by such employee during the pay period. The applicable Standard Hourly Rate will be either the Standard Hourly Rate of the job from which the employee was displaced provided that he/she had been permanently appointed or assigned to such job for the period specified in (C) (iii) above, or if such employee was permanently appointed or assigned to more than one job during such period, then the weighted average of the Standard Hourly Rates for such jobs.

(iii) For the purposes of payment under the Supplementary Payment Plan, an employee who is receiving a Maintenance of Earnings Benefit in accordance with

the Technological Change Plan, will be paid the greater of:

- (a) the applicable supplementary payment rate earned for hours worked on the job or jobs he/she actually occupied during the quarter; or
- (b) the applicable supplementary payment rate of the job from which he/she was displaced, multiplied by the actual hours worked by such employee during each pay period in the quarterly period for which he/she received a Maintenance of Earnings Benefit.

E. DURATION

(i) An eligible employee will be entitled to have his/her earning maintained in accordance with (C) above, for four pay periods for each year of Company service, for a period not to exceed seventy-eight (78) pay periods from date of displacement.

(ii) The period of time during which an employee will be eligible to receive a Maintenance of Earnings Benefit will commence at the beginning of the pay period immediately following the pay period in which the employee became eligible and shall continue for each subsequent consecutive pay period thereafter for the appropriate number of pay periods to which the employee is entitled as provided above.

(iii) Any pay period, during the whole of which an employee is absent from work solely due to sickness or injury (as evidenced by a Doctor's certificate as required by the Company) and is not entitled to any payment from the Company during such pay period, shall not be counted and the benefit period shall continue for the remainder of its unexpired term commencing with the pay period in which the employee returns to work or would have returned to work following such sickness or injury, provided further that such employee remains in the employment of the Company. The day's pay to which an employee is entitled under Article 12:01 will not be considered as a payment of the Company for purposes of this paragraph.

(iv) Any pay period during which, either in whole or in part, an employee is absent from work for any reason other than sickness or injury, shall be considered as a part of the consecutive period of time.

(v) Any period during which an employee is absent from work due to sickness or injury shall be considered as a part of the consecutive period of time, where such employee has been absent from work for the entire twelve (12) months immediately preceding the time that he/she would have been displaced from the job as specified in C (ii).

F. Payments made by the Company for Maintenance of Earnings Benefit shall be deducted from the Technological Change Account and a corresponding transfer of funds made from the contributions that would normally be made to the S.U.B. Plan, Technological Change Plan, or Contingency Fund (whichever is applicable under the respective provisions of the Plans). No Benefit will be paid for any pay period in which the Company determines that the funds in the Technological Change Account are insufficient to pay full benefits in that pay period.

G. The Company will, throughout the year, furnish the Union with a statement showing the net worth of the Technological Change Account and the amounts paid out from the account during the preceding year.

The maximum funding position of the Technological Change Account will be \$25,000.00. To maintain such position a transfer of funds will be made on a pay

period basis subject to the **limits** set out in Section 3.01 of the S.U.B. Plan, and Section (B) of the Technological Change Plan.

Should there not be sufficient funds available to transfer, the Company's liability is limited to the amount currently in the Technological Change Account.

APPENDIX "F"

MAINTENANCE

1. The Company will pay on a one time only basis the cost, less any government rebate to which the employee may be entitled, of each metric tool that the Company requires any Trade and Craft or assigned Maintenance employee having six months of service or more to acquire, up to a total cost to the Company of two hundred dollars (\$200.00) for such employee over the life of this Agreement. m e n t a t i o n suitable to the Company will be required.

2. The Company will use learner or break-in schedules to fill permanent non-maintenance vacancies other than those maintenance positions listed below when a job posting for the position does not have a successful applicant:

- Oiler/Greaser
- Building Maintenance Helper
- Shop helper
- Crane Safety Person

3. The number of Maintenance employees allowed to take vacations during the plant shutdown in the summers of 1994, 1995 and 1996 will be as follows provided there are no substantial changes in the number of Maintenance employees:

- 2 electricians
- 3 pipefitter/millwrights
- 2 machinists
- 2 other trades

4. The parties agree to the current fixed Maintenance schedules. These schedules may only be changed by mutual agreement.

5. The Company will maintain the 1993 vacation selection process in the Maintenance Department. However, changes may be made with the mutual consent of the Maintenance Manager and the Chief Steward and Stewards.

6. When it is necessary to expose trade and craft employees to different areas of the plant, major new installations or new equipment, the Company will meet with the Union to discuss and formulate training programs with mutual consent before proceeding.

7. Current Trades and Crafts and Assigned Maintenance employees will not be permanently laid off or displaced from such positions during the life of this Agreement provided the Melt Shop and the Rolling Mill maintain at least a 15 ton operation.

8. Employees shall be afforded the opportunity to exercise their preference regarding job assignment and preference by work area with respect to working rotating shifts or steady days in accordance with their seniority on the following basis:

(a) Such preference is to be exercised only after a re-arrangement of the work schedules of the employee's permanent incumbent group which is expected

continue for 30 days or more or by a senior permanent incumbent employee entering an incumbent group for a period expected to continue for 30 days or more. Reassignment will be made effective as soon as practical within the existing scheduling practices;

(b) Such preference is subject to the constraints of an employee's permanent incumbency and to the Company's right at all times to maintain a working force of employees who have the physical capability, knowledge, skill, ability, efficiency and aptitude to perform the work which is available satisfactorily and efficiently;

(c) Such preference is subject to the work schedules established by the Company; and

(d) Such preference will not be exercised in the event that it leads to displacement of an incumbent employee holding a work assignment by virtue of evidenced medical disability.

If under the foregoing circumstances and conditions senior employees choose to express also a preference regarding preferred days off, the Company will consider and attempt to accommodate the request by displacing a junior incumbent from an assignment in which the senior incumbent is competent.

Senior employees will be required to forego their preferences to working rotating shifts, steady days or "days off" where necessary and to a maximum of 30 calendar days.

- e.g. - for special assignments
- familiarization or training of other incumbents

Nothing herein is to be construed to mean that incumbents will be given special training to accommodate these preferences.

If a senior employee is away from work and cannot be reached, he/she will be allocated to the position that his/her seniority allows by the Chief Steward. Any resultant dispute(s) will be addressed by the Manager - Maintenance and the Chief Steward.

9. Multi-crafting

TRADE GROUPINGS

| OLD | = | NEW |
|-------------------------------|---|---------------------------------------|
| Pipefitter/Millwright (JC 17) | = | Industrial Mechanic (JC 22) |
| Machinist (JC 19) | = | Industrial Mechanic/Machinist (JC 23) |
| Systems Lube Man (JC 21) | = | Industrial Electrician (JC 25) |
| Electrician (JC 19) | = | Industrial Electrician (JC 25) |
| Electronic Repairer (JC 21) | = | Industrial Electrician (JC 25) |
| Instrument Repairer (JC 21) | = | Industrial Electrician (JC 25) |
| Welder (JC 17) | = | Welder/Fabricator (JC 21) |
| Blacksmith (JC 18) | = | Welder/Fabricator (JC 21) |
| Welder Greaser (JC 7) | = | Lube & Plant Maint. (JC 11) |
| Building Maintenance (JC 5) | = | Lube & Plant Maint. (JC 11) |
| Safety Man (JC 3) | = | Same |
| Shop Helper (JC 3) | = | Same |
| Carpenter (JC 16/20) | = | Same |

CTE:

) All future hirings or promotions would have to satisfy the new job description qualifications.

(b) As part of the advancement in computer based technology all trade groups will participate in any training when needed to complement their continuous improvement and upgrading within the established job description.

MULTI-CRAFTING TRAINING & IMPLEMENTATION

A training program will be devised utilizing existing programs at Mohawk College and other Industrial Multi-craft environments (i.e. Stelco), to fulfill a 1-3 year commitment to train our people both in-house and outside the Plant

INDUSTRIAL MECHANIC (I.M.)

The training will provide the knowledge required to allow the Industrial Mechanic (I.M.) to do all work normally done by the Pipefitter/Millwright plus basic welding, basic machining, torch cutting, rigging, hydraulics, pneumatics and tow motor operation.

INDUSTRIAL MECHANIC/MACHINIST (I.M.M.)

The training will provide the knowledge required to allow the Industrial Mechanic/Machinist to do all work normally done by a Machinist, Pipefitter/Millwright plus basic welding, torch cutting, rigging, hydraulics, pneumatics and tow motor operation.

INDUSTRIAL ELECTRICIAN (I.E.)

The training will provide the knowledge required to allow the Industrial Electrician (I.E.) to do all the work normally done by an Electrician, Electronic Repairman, Instrument Repairman plus A/C repair, basic welding, torch cutting, rigging, tow motor operation, basic mechanical work (e.g. motor installation, removal and alignment).

WELDER/FABRICATOR (W/F)

The training will provide the knowledge required to allow the Welder/Fabricator (W/F) to do all work normally done by a Welder, and a Blacksmith plus tow motor operation, rigging and basic mechanical work (e.g. use of mag. base drill, pedestal drill and power saw, etc.) to permit a smooth and uninterrupted flow to their fabrication work. They will also be allowed to assemble, install or remove fabrications, plate or castings that are fastened by bolts and nuts.

LUBE & PLANT MAINTENANCE (L. & P.M.)

The training will provide the knowledge required to allow the Lube & Plant Maintenance Man (L. & P.M.) to do all work normally done by the Oiler/Greaser and Building Maintenance man plus air and oil filter changes, tow motor operation, torch cutting, basic welding and safe use of both portable and stationary power tools (in. bandsaw, pedestal drill, chop-saw etc.)

The Safety Man, Shop Helper and Carpenters will remain outside of the Multi-crafting agreement as their skills and background do not lend themselves to inclusion.

NOTE:

- (a) All trade groups involved must join the program.
- (b) If advancement to "A" level is attained by January 1, 1995, retroactive payment will be made to January 1, 1994.
- (c) Effective January 1, 1995, current employees assigned to multicrafted positions will be advanced to "A" level.

TRANSITION TO MULTI-CRAFTING

Pipefitter/Millwright to Industrial Mechanic (I.M.)

Pipefitter/Millwright (JC 17) Industrial Mechanic (I.M.)
I.M. "C" I.M. "B" I.M. "A"
(IC 18) (IC 20) (IC 22)

Start Date: Jan. 1, 1994

1. Entry level (B)
2. Electro-arc & oxy-fuel welding, torch cutting training, basic Machine Shop training lathe, milling machine, radial arm drill, surface grinder, etc. training and test written 12 months advance to I.M. "A"

Machinist to Industrial Mechanic/Machinist

Machinist (JC 19) Indust. Mech./Machinist
I.M.M."C" I.M.M."B" I.M.M."A"
(IC 19) (IC 21) (IC 23)

Start date: Jan. 1, 1994

1. Entry level (B)
2. Training in millwrighting including basic hydraulics and pneumatics, electro-arc & oxy-fuel welding torch cutting and test within 12 months advance to I.M.M. "A"

Systems & General Plant Lube Person to Industrial Mechanic/Machinist

Lube/Hyd. Tech. (JC 21) Indust. Mech./Machinist
I.M.M."C" I.M.M."B" I.M.M."A"
(IC 19) (IC 21) (IC 23)

Start Date: Jan. 1, 1994

1. Entry level (B)
2. Electro-arc & oxy-fuel welding, torch cutting training and test written 12 months advance to I. M. M. "A"

Electrician to Industrial Electrician (I.E.)

Electrician (JC 19) Industrial Electrician (I.E.)
I.E. "C" I.E. "B" I.E. "A"
(IC 21) (IC 23) (IC 25)

Start Date: Jan. 1, 1994

1. Entry level (B)
2. Training in A/C repair, tow motor, basic mechanical functions (i.e. motor and coupling alignment), basic welding and torch cutting, basic and advanced electronics and instrumentation including combustion and motor control, advanced PLC programming and analysis, computer control systems and repair and calibration of instruments and controls with test written in 12 months advance to level "A"

Electronic Repairer to Industrial Electrician (I.E.)

Electronic Repairer (JC 21) Industrial Electrician (I.E.)
I.E. "C" I.E. "B" I.E. "A"
(IC 21) (IC 23) (IC 25)

Start Date: Jan. 1, 1994

1. Entry level (B)
2. Training in A/C repair, tow motor operation and basic mechanical functions (i.e. motor and coupling alignment, rigging etc.) basic welding and torch cutting, and training to an advanced level of Electronic and Instrumentation control, ncluding combustion and motor control, advanced PLC programming and

analysis, computer control systems and the repair and calibration of instruments and controls, test written within 12 months advance to I.E. "A"

Instrument Repairer to Industrial Electrician (I.E.)

| | |
|--------------------------------|--|
| Instrument Repairer (JC 21) | Industrial Electrician (I.E.) I.E. "C" I.E. "B" I.E. "A" (JC 21) (JC 23) (JC 25) |
| Start Date: Jan. 1, 1994 | |

1. Entry level (B)
2. Training in A/C repair, tow motor operation and basic mechanical functions (i.e. motor and coupling alignment, rigging, etc.) basic welding and torch cutting, with training to an advanced level of Electronic and Instrumentation control, including combustion and motor control, advanced PLC programming and analysis, computer control systems and the repair and calibration of instruments and controls. test written within 12 months advance to I.E. "A"

Welder to Welder/Fabricator (W./F.)

| | |
|--------------------------|---|
| Welder (JC 17) | Welder/Fabricator (W./F.) W./F. "C" W./F. "B" W./F. "A" (JC 17) (JC 19) (JC 21) |
| Start Date: Jan. 1, 1994 | |

1. Entry level (B)
2. Training for tow motor operation, rigging and basic mechanical work (i.e. use of fixed and portable power tools such as drills cutoff saws etc.), training in fabrication and hot forming such as normally done by a Blacksmith. blueprint reading, test written 12 months advance to W/F "A"

Blacksmith to Welder/Fabricator (W./F.)

| | |
|--------------------------|---|
| Blacksmith (JC 18) | Welder Fabricator (W./F.) W./F. "C" W./F. "B" W./F. "A" (JC 17) (JC 19) (JC 21) |
| Start Date: Jan. 1, 1994 | |

1. Entry level (B)
2. Training for tow motor operation rigging, and basic mechanical work (i.e. use of fixed and portable power tools such as drills, cut-off saws etc.) Refresher in basic electro-arc & oxy-fuel welding, test within 12 months advance to W/F "A" ...

Oiler/Greaser to Lube & Plant Maintenance (L&PM)

| | |
|--------------------------|--|
| Oiler/Greaser (JC 7) | Lube & Plant Maint. L&PM "C" L&PM "B" L&PM "A" (JC 7) (JC 9) (JC 11) |
| Start Date: Jan. 1, 1994 | |

1. Entry level (B)
2. Training in air and oil filter changes including fluid condition analysis, environmental systems maintenance and tow motor operation. plant Maintenance and repair including all work normally done by the Building Maintenance Helper. Basic welding, torch cutting and safe use of portable and stationary power tools normally used in the course of their work. Test within 12 months advance to L&PM "A"

Building Maintenance Helper to Lube & Plant Maintenance (L&PM)

| | |
|----------------------------------|--|
| Building Maint. Helper (JC 5) | Lube & Plant Maint. L&PM "C" L&PM "B" L&PM "A" (JC 7) (JC 9) (JC 11) |
| Start Date: Jan. 1, 1994 | |

1. Entry level (B)
 2. Training in lubrication theory and practice, air and oil filter changes including fluid condition analysis and environmental system maintenance basic welding, torch cutting and safe use of portable and stationary power tools normally used in the course of their work, and low motor operation. Test within 12 months advance to LPM "A"
- 10. Employees assigned as Welders will not be demoted to a lower level because of the withdrawal of their authorization under the Boilers and Pressure Vessels Act until six (6) months following such and will be afforded the maximum tests permitted for reinstatement of authorization during such period.**
- Welders will be given the opportunity to become familiar with the applicable welding techniques and the equipment to be used for such tests as well as for other authorizations required by the Company.
11. The Company agrees it will not reorganize the Electrical Maintenance Department without the mutual consent of the Union.

BENEFIT "A"

PENSION PLAN

The terms and conditions of the Pension Plan cannot be amended or modified during the term of this Agreement without the express written agreement of the Union, except for those changes required by changes in applicable laws and regulations which must be by law completed and filed with the appropriate authority prior to the expiry of this Agreement. The Union will be notified of the required changes and discuss the proposed changes with the Union prior to the implementation of such changes.

The Company will introduce the following amendments to the benefits provided by the Pension Plan during the term of this Agreement.

1. Employees who retire during the life of this Agreement will receive a Normal Retirement (basic) Benefit of ~~\$72.00~~ per month per year of service. ✓

Indexation, in terms of (b) below, for new retirees during the life of this Agreement will commence on January 1st following the first anniversary date of commencement of retirement.

b. Indexing

Effective date of ratification and thereafter effective January 1, 1995 and January 1, 1996, pensioners will receive an increase in their Normal Retirement (basic) benefit.

Effective date of ratification of this Agreement, the increase shall be 1.9%.

Effective January 1, 1995 and January 1, 1996, the increase shall be equal to 80% of the change in the Consumer Price Index (1971 = 100 Base) over the previous year (measured on a September to September basis). ✓

In no event shall the indexation increase for pensioners exceed 5% of their Normal Retirement (basic) benefit.

Survivor pensions processed under the foregoing will be impacted by a factor of 0.775 (subject to a minimum increase each year of \$20.00 per month).

General

) The Company has no objection to a Union Representative being present if

the prospective pensioner so desires. The Company will advise an employee when he/she requests a meeting with the Human Resources Department, to make application for pension, that he/she should inform the appropriate Union Representative if he/she desires his/her presence during this meeting

(b) The company will supply the Union Resident with an updated list of all current pensioners survivors and employees having vested pension credits at the beginning of each calendar year.

(c) Retirees will have the option of having their pension monies directed to a bank account of their choice.

(d) If an employee dies prior to the commencement of his pension, leaving a surviving spouse, and if such employee has ten (10) years or more of credited service at the date of his death, in lieu of the death benefit in Section 8:02 of the Pension Plan, the spouse may elect to receive a survivor pension. The amount of such survivor pension shall be 70% of the benefit payable to the employee determined in accordance with Section 6:01 of the Pension Plan. The survivor pension shall commence on the last day of the month in which the death of the employee occurred and shall continue at the monthly intervals thereafter until the last day of the month in which such surviving spouse shall die.

BENEFIT "B"

GROUP INSURANCE PLANS

(1) General

(a) Meaning of Employee

The word "employee" refers to active employees of the Company within the scope of the Bargaining Unit represented by the Union and who have completed the three (3) months of continuous employment.

(b) Dependent Coverage Where Applicable

For the purpose of determining insurance category, dependents are:

i) Spouse;

ii) A person of the opposite sex with whom the employee is cohabiting in a husband and wife relationship;

iii) Unmarried children (including stepchildren and legally adopted children) under 21 years of age of an employee. Children must be dependent on the employee for support;

iv) A mentally retarded or physically handicapped child of an employee, provided the child is unmarried, 21 years of age or over, dependent on the employee for support and was mentally retarded or physically handicapped and insured as a dependent immediately prior to age 21;

v) Arrangements may be made to continue the insurance for unmarried children (including stepchildren and legally adopted children) 21 years of age or over who are full-time students attending an educational institution or are on vacation therefrom, and who are dependent on the employee for support. Application must be made within 31 days following the child's 21st birthday or following the date of return to school if this is later. Applications delayed beyond this period will be considered subject to satisfactory evidence of insurability.

(c) Duration

To March 31, 1997 unless otherwise specified.

(d) Termination of Coverage

(i) Lay-off

Insurance coverage, except weekly indemnity, dental plan and long term disability **will** continue for participants who are laid off and who have six (6) months of service, to the end of the month following the month in which lay-off occurs.

(ii) Leave of Absence

Insurance coverage except weekly indemnity **will be carried** for an employee during leaves of absence providing the employee pays the **full** cost of such plans in advance.

(iii) Temporary Disability

Insurance coverage in effect when total but temporary disability occurs (except weekly indemnity) **will** continue while such disability **exists** for a maximum of twelve (12) months following the month in which such disability begins.

(iv) Lay-off, Discharge, Termination or Voluntary Withdrawal of Service

Life -

the end of the month in which discharge, termination or voluntary withdrawal of service occurs.

Weekly Indemnity -

the end of the **shift** on the day of lay-off, discharge, termination or withdrawal of service.

Long Term Disability -

the end of the **shift** on the day of lay-off, discharge, termination or withdrawal of service.

Accidental Death and Dismemberment -

the end of the shift on the day of lay-off, discharge, termination or withdrawal of service.

Major Medical, Dental Plan, Optical Expense Benefit and Hearing Aid Benefit -

the end of the **shift** on the day of lay-off, discharge, termination or withdrawal of service.

(e) Eligibility for benefits coverage **will** be effective upon the completion after ninety (90) days of employment.

(f) The Company **will** provide the international Representative with two (2) copies of the Master Plan for the various Group Insurance benefits.

(g) The Company **will** continue its present practice of assisting employees with the completion of benefit claim forms and will arrange to highlight the various forms in the area requiring employee completion

(2) Life Insurance

12-025-798-106

The Company will continue to provide Group Life Insurance **as follows**:

(1) \$25,000.00 of ~~employees~~ until they have reached age 65 or retire, whichever occurs first.

(2) Employees who retire after the date of ratification **will** have a life insurance policy of \$6,250.00.

(3) Where a **total** and permanent disability is suffered by an employee before attaining his/her sixty-fifth (65) birthday, a benefit of \$3,500.00 **will** be provided, payable in a lump sum or in monthly installments, together with a life insurance policy of \$22,000.00 instead of insurance under (1) or (2) above.

(4) That employee **will** have the right upon termination of employment (subject

to a medical examination with the results of such examination having no bearing on the issuance of the policy) prior to age 65 or retirement, to convert the group coverage lost, to any standard form of life insurance with the insurer, thereafter paying the premium themselves.

(3) Accidental Death and Dismemberment Insurance 76C-1

Effective date of ratification, the Company will provide Accidental Death and Dismemberment Insurance for active employees. The amount of insurance will be \$10,000.00 and will be paid to the beneficiary in the event of death, or to the employee in the event of dismemberment as a result of an accident. The \$10,000.00 will be paid in full or in part for certain dismemberment and loss of sight depending on the degree of injury.

If, as the result of an accident occurring away from work, an employee suffers any losses as listed in the schedule within 120 days of the accident, payment will be made as indicated in the schedule of amounts.

(4) Weekly Indemnity 74-99999

Effective date of ratification of this Agreement, for those employees at work, the Weekly indemnity coverage will be 70% of Job Class 1 times 40 hours per week beginning on the first day in the case of accident or hospitalization and on the fourth day for sickness (other than accident or sickness compensable under the Workers' Compensation Act of the Province of Ontario) and continuing throughout the disability for a maximum of fifty two (52) weeks.

"Accident" will be defined as a sudden unforeseen event, definite as to time and place causing injury to the physical structure of the body, resulting from an external agent or trauma (as opposed to harm resulting from disease), happening involuntarily or if the result of a voluntary act entailing unforeseen consequences.

If, during the term of the Agreement, the sickness benefit payable under the Unemployment Insurance Act or regulations thereto exceeds the amount of weekly indemnity under the Insurance Program, the amount of Weekly Indemnity will be adjusted so as to equal the amount payable under the Act.

Any increase in premiums during the life of the Agreement will be deducted from the contingency fund.

For those employees not at work at the time of a change in the amount of Weekly Indemnity, such coverage will be effective upon their return to work.

Certification of disability by a chiropractor or osteopath will be accepted for up to four (4) weeks from commencement of disability.

Should the Company qualify for a rebate under the Unemployment Insurance Act with respect to the Weekly indemnity benefits, the "5112" portion will be assigned to the contingency fund.

The Extended Weekly Indemnity benefit will be discontinued.

Income tax will be deducted from Weekly Indemnity payments. This is optional.

The cost to provide medical verification will be borne by the employee.

As an alternative to having an employee off work to get medical verification, the Company will review each case on an individual basis, discuss the situation with the Union President and examine placing the employee in a suitable control environment position.

(5) Long Term Disability

The Company will afford Long Term Disability coverage to all employees who have three (3) years of service as defined by the Agreement. ⁷⁵⁻⁹⁹⁹⁰⁷⁶
Effective date of ratification, a payment of \$750.00 per month (no offsets) will be made to an employee who becomes disabled on or after the effective date and who is totally but temporarily disabled when the fifty two (52) week Weekly Indemnity is finished.

- An employee shall not be considered as totally disabled unless:
- (a) such employee is totally disabled by bodily injury or disease so as to be wholly prevented from engaging in any occupation or employment whatsoever for remuneration or profit;
 - (b) such disability does not consist or arise from chronic alcoholism or addiction to narcotics;
 - (c) such disability was not contracted, suffered or received while he/she was engaged in, or did not result from his/her having engaged in, any service, occupation or employment for remuneration or profit other than with the Company, or in a felonious criminal enterprise; and
 - (d) such disability was not the result of an intentionally self-inflicted injury; nor unless the Company shall have received a written opinion of a qualified physician selected by, or satisfactory to, the Company upon each of such items and also specifying the date upon which such disability commenced and the date (which need not be the same) when such disability was established by the physician.

An employee who has become eligible to receive such benefit, shall receive such benefit only so long as his/her total disability continues. The Company shall have the right to verify the continued existence of such total disability at reasonable times, and should the employee refuse to submit at the request of the Company to examination by a qualified physician selected by the Company, his/her benefit shall be discontinued until he/she submits to such examination.

The benefit will expire at age 65, death, recovery or disqualification. The benefit, as provided above, will be paid on a pro-rated basis for periods of less than six (6) months.

(6) Dental Plan

The Company will continue to provide a Dental Plan. It will cover the following dental charges of a dentist in accordance with the 1987 fee schedule of the Ontario Dental Association ^{70E-999}

- (a) endodontal services
- (b) periodontal services ⁷¹⁻²
- (c) extraction of teeth (full or partial dentures) and repair or maintenance of such appliances. The plan will pay 80% of the cost subject to a maximum of \$1,500.00 per person per calendar year.
- (d) coverage for all dental services including crowns, inlays, onlays, fixed bridges, etc. The plan will pay 80% of the cost subject to inclusions in the maximum of \$1,500.00 per person per calendar year described on paragraph (c) above.

The Dental Plan will cover pensioners and their eligible dependents.

Effective the date of ratification, dental benefits will be provided in accordance with the 1991 fee schedule of the Ontario Dental Association.

Effective January 1, 1995, dental benefits will be provided in accordance with the 1992 fee schedule of the Ontario Dental Association.

Effective January 1, 1996, dental benefits will be provided in accordance with the 1993 fee schedule of the Ontario Dental Association.

In addition, employees will have the choice of participating in a plan offered by London Life through Neighborhood Dental Services Limited which will provide for all coverage as detailed above and also provide the following:

(1) dental coverage in accordance with the current ODA fee schedule effective date of ratification with upgrading to the current ODA fee schedule in subsequent years.

(2) effective date of ratification, orthodontic benefits will be covered for dependent children based on a 60/40 co-insurance, \$1,500.00 lifetime maximum for treatment commencing after the effective date of coverage and excluding treatment which commenced prior to such date even though treatment(s) continue beyond such date.

(7) Major Medical Insurance

The Company will continue to provide coverage for active employees and their dependents under the terms of the present plan. This coverage will also apply to all hourly pensioners (including wives/husbands and dependent children).

The Insurance Plan will be 100% of covered expenses in excess of the deductibles with a maximum amount of \$50,000.00 per person. This Agreement covers the general benefits as provided by the plan. The deductibles of \$25.00 for the major medical plan was removed for pensioners effective May 1, 1974. The deductible amount of \$25.00 per person or family per calendar year for active employees will be removed effective date of ratification with the resultant cost debited against the Contingency Fund.

Anytime an employee or his/her insured dependent has been paid \$1,000.00 or more in benefits, he/she may make application for the full reinstatement of the \$50,000.00 maximum by submitting evidence of insurability satisfactory to the Insurance Company.

The Company will continue to provide Psychological services benefit. The benefit will be based on the usual and customary fee for the health service provided, up to a maximum of \$300.00 per person per calendar year.

(8) Hearing Aid Expense Benefit

70H-927

The Company will continue to provide Hearing Aid Expense Benefit. This plan pays up to \$300.00 once every three (3) years for hearing aids for insured employees, pensioners (current and future), and eligible dependents after the insured has participated in the Group Insurance Program for three (3) or more years. A physician must recommend and approve obtaining of the hearing aid. The plan does not cover replacement of batteries, cords, repairs or replacement of parts or charges incurred in connection with occupational disability.

Effective date of ratification, this plan will pay up to \$500.00 once every two (2) years with the additional cost for the improvement debited to the Contingency Fund.

(9) Optical Supplementary Expense Benefits 706-999

The company will continue to provide an optical benefit for employees, pensioners and survivors of deceased pensioners in receipt of a survivor pension as well as their dependents.

If an insured employee, pensioner or an insured's dependent while covered under this Part shall undergo an eye refraction performed by a duly qualified physician or optometrist and eyeglasses are prescribed as a result of such refraction and if the insured incurs expense for the purchase of such eyeglasses or contact lenses while he/she is covered under this Part and after he/she has been covered under this policy (including the former policy) for at least twenty-four (24) consecutive months, the Company will pay to the insured, subject to the exclusions, limitations and other provisions hereinafter set forth, an amount equal to the actual expense to the insured of the charges for such eyeglasses or contact lenses, provided that not more than \$100.00 shall be paid on account of any one person during any period of twenty-four (24) consecutive months (inclusive of the previous Agreement).

Effective date of ratification, the optical benefit will increase to \$200.00 with the additional cost for the improvement debited to the Contingency Fund.

Exclusions: - No payment shall be made under this Part in any event with respect to charges incurred:

- 1) that the insured would not be required to pay if there were no insurance.
- 2) for which the insured, as the case may be, is entitled to benefits in accordance with any workers' compensation or similar law.
- 3) for which the insured is entitled to benefits under any other Part of this policy.
- 4) for any service or supply to the extent that it is paid for or provided under a Provincial Medicare Act or a Provincial Hospital Insurance Act and to the extent that billing by the provider of the service or supply is in contravention of either such Acts.

10) Benefit plan - Survivors

(1) General information

(a) **Definitions**

(1) Surviving Spouse

The term "Surviving Spouse" is limited to the wife or husband, as the case may be, of an "Employee" or "Pensioner" who was being covered as a "Dependent" immediately prior to the death of the "Employee" or "Pensioner" and who is entitled to receive an immediate pension under the Pension Plan for Bargaining Unit Employees of Slater Steels Hamilton Specialty Bar Division, A Division of Slater Industries Inc. and has not remarried.

(2) Dependent(s) of a Surviving Spouse

The term "Dependent" as it relates to "Dependent(s) of a Surviving Spouse" is limited to:

- (a) The Surviving Spouse's unmarried children who were being covered as "Dependent" immediately prior to the death of the "Employee" or "Pensioner" (including step-children, legally adopted children and children under legal guardianship of the Surviving Spouse and other children whom the Surviving Spouse is entitled to claim as a dependent for Income Tax purposes under nineteen (19) years of age, or

(2) The surviving Spouse's unmarried children nineteen (19) years of age but under twenty one (21) years of age who were being covered as "Dependent" immediately prior to the death of the "Employee" or "Pensioner" (including step children, legally adopted children and children under legal guardianship of the Surviving Spouse and other children whom the Surviving Spouse is entitled to claim as a dependent for Income Tax purposes) who are wholly dependent upon the Surviving Spouse for maintenance and support and who are registered students in regular full-time attendance at an accredited secondary school, college, university or institution for the training of nurses and have their legal residence with the Surviving Spouse.

(b) Termination of Coverage

(1) Benefit Coverage for the "Surviving Spouse" and the "Dependents of the Surviving Spouse" will terminate upon the re-marriage of the Surviving Spouse.

(2) Benefit Coverage for the "Dependents of the Surviving Spouse" will terminate thirty-one (31) days following the death of the Surviving Spouse.

(2) Coverage

(a) Major Medical Expense Benefits

The Major Medical Expense Benefit provides payments for reasonable charges for the following (if medically necessary):

Services

- of a licensed hospital including semi-private or private accommodation:
- no payment for confinement in a chronic or convalescent hospital if the person is 65 or over
- in Canada - no limit
- out of Canada for Canadian residents only:
 - if an emergency while traveling or on vacation, the amount is unlimited and for a temporary period.
 - if elective, up to \$75.00 a day and for a temporary period
- of a physician out of the province where you reside. for Canadian residents, over the amount allowed under Medicare:
 - if an emergency while traveling or on vacation, the amount is unlimited and for a temporary period.
 - if elective, up to the amount in the Medical Fee Schedule of the Province where you reside.
- of a licensed psychologist
 - for group therapy - up to \$4 per hour per person
 - for family therapy - up to \$12 per half hour
 - for individual therapy and testing - up to \$10 per half hour
 - for all other visits - up to \$10 per visit
 - up to \$300 per person per calendar year
- of a licensed chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur if not a member of the College of Physicians and Surgeons:
 - up to \$15 per visit
 - includes x-rays by a chiropractor up to \$45 per person per calendar year
 - payable only after Medicare ceases to pay any portion of the expenses

- for the surgery performed by a podiatrist not to exceed \$200 per person per calendar year
 - of an optometrist
 - For visual ~~motor~~ therapy up to \$10 per half hour
 - of a physician or an optometrist in New Brunswick
 - for eye examinations up to \$15 per visit
 - of a dentist
 - for excision of cysts or tumors
 - for treatment due to accidental injury to natural teeth from an external blow (excluding biting accident) within 12 months of the accident
 - of an ambulance, if your condition requires it, to the nearest hospital where treatment facilities are available.
- written recommendation of a physician is required for service:
- of a registered graduate nurse providing private duty nursing
 - in your home if:
 - not ordinarily resident in your home
 - not related to you or your dependents
 - in hospital outside of Canada for Canadian residents.

NOTE:

No payment will be allowed if the service could have been performed by a person of lesser qualifications.

SUPPLIES:

- purchase of the following artificial items (including repairs and adjustments or replacement where the item cannot be repaired or to accommodate a graving child).
 - eye
 - arm
 - hand
 - leg
 - foot
 - breast
 - orthopedic braces
 - stump socks - 6 pair per person per calendar year
 - glasses or contact lenses following a cataract operation - up to \$100 for each eye once only
 - oxygen and its administration

Written recommendation of a physician is required for:

- rental of:
 - wheelchair
 - hospital bed
 - crutches
 - iron lung
- purchase of:
 - medicine (may be recommended by a dentist)
 - excluding the following:
 - food and dietary supplements

- cosmetic or hygienic products
- experimental medicines
- medicines not considered by the Canadian Medical Association to be therapeutically useful
- elastic stockings - 2 pair per person per calendar year
- traction appliances
- spinal and abdominal medical supports
- varco traction kits, belts and similar appliances
- neck braces or cervical collars
- ileostomy or colostomy kits
- orthopedic shoes custom built - reduced by the cost of ordinary shoes (may be recommended by a podiatrist)
- orthopedic modifications to regular shoes (may be recommended by a podiatrist)

700 777

DRUGS

Covered expenses for drugs will be defined as: 70 F - 999

- (1) Drugs and medicines; and
- (2) Injectable drugs when administered by a physician, surgeon or dentist and for which no reasonable non-injectable alternative is available, excluding the cost of administration

WHICH

- (a) are dispensed by a pharmacist, and
- (b) are either
 - (i) drugs requiring the prescription of a physician, surgeon or dentist in accordance with the Food and Drug Act, Canada, or
 - (E) other drugs and medicines listed in the current Compendium of Pharmaceutical and Specialties, when prescribed by a physician, surgeon or dentist for the treatment of a diagnosed injury or illness, if the product contains one or more of the following drugs,

| | |
|-------------------------|--|
| Acetylcystaine | Oxtriphylline |
| Atropine | Oxytocin |
| Belladonna Alkaloids | Pilocarpine |
| Benzonate | Placebo |
| Colchicine | potassium Perchlorate |
| Coltracine Ointment | potassium Supplement |
| Cyclopentolate | Pranilamine |
| Edrophonium Chloride | Probenecid |
| Ephedrine | Proguanil |
| Gold & Gold Compounds | Prymethamine |
| Haloprogin | Silver Sulfadiazine for topical applications |
| Heparin | Sodium Polystyrene Sulfonate agents |
| Homatropine | Topical Enzymatic debriding |
| Hyoscine & Hyocyamus | Triethanolamine polypeptide oleate |
| Niclosamide | Tyloxapol |
| Nikathamide | Vasopressin |
| Nitroglycerine Ointment | |

In no event shall covered expenses include charges for:

- (1) atomizers, appliances and prosthetic devices, and first aid and diagnostic supplies, except for needles, syringes and diagnostic aids for diabetics.
- (2) vitamins and dietary supplements, whether or not prescribed for a medical reason, except where federal or provincial law requires a prescription for their sale.
- (3) diaphragms, condoms, contraceptive jellies, or appliances normally used for contraception, whether or not prescribed for a medical reason, except

Maximum Benefit

The total amount payable for any one person (employee or dependent) is \$50,000 and applies for as long as the person is insured under the plan. However, when claims of \$1,000 or more have been paid for any one person, that person may reinstate the maximum benefit by submitting evidence of insurability.

Examples of expenses not covered

- periodic health check ups and examinations
- travel for health
- dental services
- cosmetic surgery
- expenses incurred as a result of injuries sustained in the course of any employment for remuneration or profit or sickness covered under any Workers' Compensation Act.
- any expenses reimbursed or allowed under any health services provided without cost to you or your dependents.
- expenses for which reimbursement is not permitted.
- expenses resulting from an act of war or hostilities of any kind.

(b) Healthguard Dental Benefits

Healthguard Dental Benefits provide payment for reasonable charges incurred by you and your eligible dependents for the following dental service provided by a Dentist.

- dentures (not duplicate set)
- denture repair
- relining and rebasing of dentures

The amount charged will be paid up to the amount shown in the applicable fee schedule of the Dental Association of the Province of Ontario.

- effective date of ratification, the 1991 ODA fee schedule will apply.
- effective January 1, 1995, the 1992 ODA fee schedule will apply
- effective January 1, 1996, the 1993 ODA fee schedule will apply

In the absence of any provision in the fee schedule, the amount payable will be reasonable and customary charges as determined by the Insurance carrier.

BENEFIT 'C'

SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

1. Definitions

The following terms, wherever used herein, shall have the meanings set forth below:

"Applicant"

A former employee whose service and employment were terminated when he/she

was laid off for lack of work and who is entitled to recall in accordance with the Agreement.

“Agreement”

The collective bargaining Agreement between the parties hereto relating to wages and other term and conditions of employment which may be in effect at the particular time.

“Company”

Slater Steels Hamilton Specialty Bar Division.

“Credit Point”

As specified in the Plan.

“Day”

The calendar day unless otherwise specified.

“Employee(s)”

Any hourly rated person who is regularly employed by the Company and represented by Local 4752.

“Financial Position”

As specified in the Plan.

“Fund”

The Slater Steels Hamilton Specialty Bar Division Supplementary Unemployment Benefit Plan Trust Fund.

“Maximum Funding Position”

As specified in the Plan.

“Month”

The calendar month unless otherwise specified.

“Net Worth”

The difference between the total assets and the total liabilities of the Fund at any given time.

“Person”

An applicant or an employee as defined herein.

“Plan” or “Supplementary unemployment Benefit Plan”

The Slater Steels Hamilton Specialty Bar Division Supplementary Unemployment Benefit Plan for Bargaining Unit Employees (herein after referred to as the “Plan”)

“Public Funds”

Any money made available by the Government, either Federal, Provincial or Municipal or any agency of such governments.

“Service”

As defined by the Agreement and is synonymous with seniority.

“Straight Time Hours Worked”

All hours for which an employee actually performs work for the Company and for which he/she is compensated at the regular rate of pay as prescribed by the Agreement.

“Trustee”

The trustee of the Fund

“Unemployment Insurance Act”

The Unemployment Insurance Act in force and effect at Hamilton and the benefits then applicable.

“Unemployment Insurance Benefit”

The benefit paid pursuant to the Unemployment Insurance Act, to persons on account of their unemployment.

“Union”

The local of the United Steelworkers of America which is currently the signatory to the Agreement.

“Week”

A calendar week unless otherwise specified.

“Weekly Benefit”

The weekly benefit as specified in the Plan.

“Year”

A calendar year unless otherwise specified.

2) General Provisions

a) Establishment of the Fund

The Company shall establish a Fund, in accordance with the Plan, with a trust company or companies selected by the company as trustee to hold and invest the Fund and to make payments out in accordance with a trust agreement to be entered into in connection with this Plan. The Company's contributions shall be made into the Fund and the Company's liability for benefits and expenses associated with the administration of this Fund.

b) Maximum Funding

A maximum funding position of the Fund shall be established for each calendar month.

The maximum funding position shall be lesser of:

- (a) Eighty Thousand Dollars, or
- (b) Seventy-five (75) dollars multiplied by the sum of:
 - (i) Employees in the employment record, and
 - (ii) Applicants who are eligible for a Weekly Benefit under this plan.

The number of employees and applicants will be determined by the Company as the last day of the month preceding the month for which the maximum funding position is calculated.

c) Fund's Financial Position

A financial position of the Fund shall be calculated each calendar month. The Company shall determine this Financial Position by dividing the Net Worth of the Fund as of the last business day of the preceding calendar month by the maximum funding position for such month as determined in b) above. This quotient is to be expressed as a percentage. The Financial Position calculated for each calendar month shall relate to each week ending in that calendar for the purposes of applying

the benefit level as set forth in Section 5 provided, however, that whenever the Financial Position of the Fund for any particular month is calculated to be less than 15%, then such Financial Position shall be applied only to the first week ending within such month and thereafter there shall be determined a Financial Position for a particular week equals or exceeds 15% in which event, such Financial Position shall be applied for each week thereafter until the Financial Position for the following month is calculated.

d) Adjustments for Errors

Neither the Maximum Funding Position nor the Financial Position are to be adjusted retroactively due to any error which may be discovered in the computations or data used in which may be discovered in the computations or data used in making the computations. Any error discovered, will be corrected in the next month's computations.

3) Contributions to the Fund

a) Contributions by the company

The Company shall make a contribution to the Fund up to four cents (4¢) multiplied by the total number of straight time hours worked by each employee during the preceding month, or such lesser amount as will bring the Net Worth of the Fund up to the maximum Funding Position as provided in Section 2 b).

The Company shall not be required to make any contribution to the Fund with respect to any month for which the Financial Position equals or exceeds 100%.

b) Payment of Contributions

Such contributions as are required by this Plan to be made to the Fund by the Company shall be made monthly and shall be made prior to the end of the month following the month for which the calculation was made.

4) Weekly Benefits of the Plan

a) Weekly Benefits

The Weekly benefit payable to an eligible applicant for any week in which a benefit is claimed shall, subject to b) below, be eighty dollars (\$80.00).

b) Effect of Low Financial Position of Fund

where the current Financial Position of the Fund is calculated to be less than thirty-five (35) per cent, the Weekly Benefit shall be forty dollars (\$40.00) for each week in the calendar month for which the Financial Position is so calculated.

c) Reduction of Weekly Benefit

The Weekly Benefit shall be reduced by the amount of:

(i) Any Public Funds received or receivable for which an Applicant may be eligible in respect of this unemployment during the week for which he/she is claiming a benefit under this Plan, with the exception of welfare payments duly authorized by the General Welfare Assistance Act (Ontario), or any equivalent Insurance Benefits.

(ii) Any monies received or receivable from any source for work performed by the Applicant during the week for which such Benefit is claimed which are in excess of the sum of:

(i) the amount of the Applicant's remuneration which is disregarded in deducting

weekly earnings From an Unemployment Insurance Benefit: and

(ii) the Unemployment Insurance Benefit which he/she would have received had he/she not been ineligible for the reasons set forth in Section 6 c).

The Unemployment Insurance Benefit which would have been otherwise been payable to the Applicant shall be determined in accordance with the Schedule of Rates of Benefit provided in the Unemployment Insurance Act based upon the Applicant's last contribution paid to the Unemployment Insurance Fund while he/she was an employee of the Company.

d) Insufficient Money in Fund for Benefit Payment

Notwithstanding any of the other provisions of the Plan, no Weekly Benefit will be paid for any week in which the Financial position of the fund is calculated to be.

(a) Less than four (4) percent: or

(b) greater than four (4) percent, but where the assets of the Fund are sufficient to pay Weekly Benefits to which Applicants would have been entitled under the Plan were the assets of such Fund adequate to pay such Benefits.

e) Tax Withdrawals

The Company or the Trustee shall deduct from any Weekly Benefit under this Plan all sums of money required to be withheld by reason of any law or regulation for payment of taxes or otherwise to any federal, provincial, or municipal government.

f) Cessation of Benefits

A Weekly Benefit shall cease upon the date that the Applicant is required by the Company to report for work when notified of his/her recall from lay-off,

5) Duration of Weekly Benefits

a) Duration

The number of weeks for which an eligible Applicant shall receive Weekly Benefits shall be determined by the number of Credit Points which he/she has accumulated. The maximum number of weeks which an Applicant may draw Weekly Benefits is fifty-two (52) weeks during any twelve (12) consecutive calendar months.

b) Credit Points

(a) Credit Points are to be used for the sole purpose of determining the duration of the Weekly Benefits of an Applicant, but shall have no fixed value in terms of either time or money.

(b) Credit Points shall be credited to an Employee at the rate of One (1) Point for each forty (40) straight time hours worked commencing on or after June 1, 1970, provided, however, that an Employee:

(i) may not have to his/her credit more than fifty-two (52) Credit Points at any one time; and

(ii) shall not be credited with any Credit Points prior to the first day he/she completes eighteen (18) months of service.

(c) For the purpose of this section each statutory holiday paid will be considered as eight (8) straight time hours worked in determining credit points.

c) Deduction of Credit Points

An Applicant shall have deducted from his/her credit one (1) Credit Point for each Weekly Benefit payable to him/her.

d) **Forfeiture of Credit Points**

Any person covered by this Plan shall forfeit permanently all Credit Points which he/she has to his/her credit under this Plan if he/she:

- (a) has his/her service and employment terminated for any reason other than lay-off, or
- (b) while on lay-off has his/her entitlement to recall terminated in accordance with the Agreement, or
- (c) willfully misrepresents any facts in connection with an application by him/her for a Weekly Benefit under the Plan.

6) **Eligibility for Benefits**

a) **Application for Benefits**

An Applicant to be eligible must make application for a Weekly Benefit in the manner prescribed hereunder and must meet the eligibility requirements in Section 6 c).

b) **Rules**

The Company shall have the right to establish reasonable rules, regulations and procedures concerning the time and place at which an Applicant shall report in order to comply with the eligibility requirements and concerning the form, content and substantiation of Weekly Benefits.

(I) For any week of qualifying lay-off an Applicant must apply for each Weekly Benefit that he/she may claim under this plan within five (5) days following receipt of his/her Unemployment Insurance Benefit for such a week. The Unemployment Insurance Benefit shall be presumed to have been received by the Applicant on the date following the date set forth on the cheques therefore, or on the date of the copy of the pay receipt or similar document.

(II) An Applicant must report in person to make initial application for a Weekly Benefit at the location designated by the Company. For any subsequent week during the same continuous period of lay-off, such Applicant may apply for his/her Weekly Benefit, either in person or by mail, as determined by the Company.

(III) An Applicant shall be required to produce evidence satisfactory to the Company.

(a) that he/she has received payment of an Unemployment Insurance Benefit for the week for which he/she is claiming a Weekly Benefit under this Plan; or

(b) that he/she was not eligible to receive an Unemployment Insurance Benefit for the week for which he/she is claiming a Weekly Benefit under this Plan solely due to the reasons set forth in Section 6 c) III.

(c) of the amount earned from all sources during such week and the source thereof;

(d) and such further evidence or additional information as the Company may deem necessary.

c) **Eligibility - Weekly Benefit**

An applicant shall be eligible for a Weekly Benefit beginning with the first complete calendar week following the effective date of this Plan, provided that with respect to the week for which the applicant is claiming such benefit he/she:

(I) has a minimum of eighteen (18) months of service with the Company;

(II) is on a qualifying lay-off as provided in 6.04;

(III) received Unemployment Insurance Benefit in accordance with the Unemployment Insurance Act or was ineligible for an Unemployment Insurance Benefit due solely to:

(a) not ~~having~~, prior to his/her lay-off, a sufficient period of ~~work~~ in employment covered by Unemployment Insurance.

(b) the requirements to ~~serve~~ a two week waiting period prior to eligibility as stipulated in the Unemployment Insurance Act; or

(c) the ~~limitations~~ under Unemployment Insurance on the period of time for which Unemployment Insurance Benefits are payable to the Applicant.

(IV) ~~has to his/her credit at least one (1) Credit Point to be cancelled in accordance with 5 c);~~

(V) ~~has not refused an offer of available work when recalled by the Company in accordance with the Agreement and reports for work on the date required by the Company;~~

(VI) ~~was not serving in Her Majesty's armed forces of Canada;~~

(VII) ~~was not eligible for and was not receiving any accident or sickness or other disability benefit (other than a survivor's allowance or a disability benefit under Workers' Compensation laws or other laws which received while in active employment with the Company prior to lay-off) whether publicly or privately financed, or a Company financed pension or retirement benefit.~~

(VIII) ~~has registered at and complied with the regulations of the Unemployment Insurance Commission and has not failed or refused to accept employment deemed suitable by the Unemployment Insurance Commission.~~

d) Lay-off Provisions

(I) Except as provided in (b) hereof, an Applicant shall be considered to be on a **qualifying lay-off** when he/she is not **required by the Company** to work and does not perform any work in a week, commencing on or after the week following the week in which this Plan becomes effective, because he/she was laid off work in accordance with the seniority provisions of the Agreement.

(II) **An Applicant shall not be considered an a qualifying lay-off for purposes of Section 6 d) (I) when work is not available to him/her as a consequence of:**

(a) disciplinary reasons, or

(b) any strike, slowdown, work stoppage, or any dispute of any kind, by any other ~~persons or employed by the Company~~, or any picketing (whether or not by Employees), at any Company Plant, which interferes with production, or

(c) sabotage or ~~insurrection~~, or

(d) any act of God, or

(e) any war or hostile act of foreign power, or

(f) any fault attributable to the Applicant.

***) Administrative Delays - Unemployment Insurance Benefits**

I) With respect to any ~~week~~ for which an applicant has applied for a Weekly benefit under this Plan and for which his/her claim for an Unemployment ~~insurance Benefit has been denied and has been appealed in accordance with the~~ Unemployment Insurance act, the Weekly Benefit which would otherwise be payable to him/her shall be ~~set~~ aside from the fund pending final disposition of the Applicant's Unemployment ~~Insurance~~ claim appeal, and

(II) If the Unemployment Insurance Benefit claimed is subsequently paid to the Applicant, the money set aside from the Fund as a contingent liability upon the Fund shall be paid to such Applicant and one (1) Credit Point required to be canceled in accordance with Section 5 c) at the time such Weekly Benefit is paid.

7) Effectiveness and Continuation of Plan

a) Income Tax Rulings

The Company shall not be required to make any contributions to the Fund or to make the Plan effective unless and until it shall have received from the Minister of the National Revenue and other applicable government authority, a currently effective ruling or rulings satisfactory to the Company declaring that all contributions to the Fund shall constitute a currently deductible expense under the Income Tax Law, as now in effect or as may be hereafter amended or may hereafter become effective.

b) Unemployment Insurance Rulings

The Company shall not be required to make any contribution to the fund or to make the Plan effective unless and until it shall have received a ruling or rulings satisfactory to it from the appropriate authority of the Canadian government that the Weekly Benefits will be permitted in accordance with the Unemployment Insurance Act without;

- (I) requiring additional payment of contributions to the unemployment Insurance Fund either by the Company or any Employee participating in this Plan, and
- (II) affecting the entitlement of or level of payment to an applicant for Unemployment Insurance Benefits.

c) Revocation or Modification of Rulings

Upon revocation or upon modification in such a manner as to be no longer satisfactory to the Company of any of the above ruling or approvals in this Article, no further contributions shall be made to the fund and all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

The Company shall notify the Union and shall meet with the Union representative and endeavour to modify the Plan to the extent necessary to obtain renewal of the above mentioned rulings and approvals satisfactory to the Company. If such rulings or approvals are obtained, the Plan as amended shall become effective as of the date of such rulings and approvals. If however, at the end of thirty (30) days from the date of the company's notification no renewal has been obtained, the assets of the fund shall be disposed of as forth in Section 7 e).

d) Withholding Requirements

If the Company shall be required at any time to withhold any amount from any contribution to the fund by reason of any federal, provincial or municipal law or regulations, the Company shall have the right to deduct such amount from such contribution and pay only the balance to the fund.

e) Termination of Plan

Upon the termination of the Plan

(I) Any Weekly Benefit liability incurred prior to the date of termination which has not as of this date, been discharged will be met only to the extent that the then Net Worth of the fund (including any outstanding contributions) is able to meet

such liability, and pay all other expenses arising out of the administration of this Plan.

(II) Where there are assets remaining after the application of (a) above, the Company shall meet with the Union and endeavour to reach an agreement for the reasonable disposition of these assets.

8) Administration

a) The Company shall have the exclusive right to administer this Plan, including but not limited to the right to establish reasonable rules, regulations and procedures, to use customary accounting techniques, and to make all appropriate determinations pursuant to the plan.

b) The Company shall be reimbursed each year for the cost, if any, of forms and stationary supplies, banking and auditing fees, and all calculation charges. The Company shall submit an itemized statement to the Trustee (a copy of which will be sent to the Union) at the end of each year of the costs incurred and shall be reimbursed from the Fund For that year.

9) Appeals Procedure

a) Board of Appeal

There shall be established a Board of Appeal, (hereinafter called the "Board"), consisting of one Company representative and one Union representative.

b) Firststep

~~(I)~~ An Applicant who alleges he/she was incorrectly determined ineligible for the Weekly Benefit paid was incorrect, may file an appeal in writing to the Industrial Relations Department in an attempt to settle such allegation. The written appeal shall state full particulars of the allegation and shall be signed by the aggrieved Applicant.

(II) The Human Resources Department shall give a written decision within seven (7) days of the date that the appeal was filed. An appeal not adjusted at this step may be appealed to the Second Step.

c) Second Step

(I) Notice of appeal must be given in writing within five (5) days of the date of the written decision at first step to the board. The board shall meet within seven (7) days and attempt to resolve the appeal submitted. Within seven (7) days after the date of such meeting the board shall notify the parties hereto in writing of their agreement or failure to reach agreement. An agreement reached by the Board shall be final and binding.

(II) Where the Board so notifies the parties hereto to the effect that no agreement has been reached, the Union may, within three (3) days of the date of such written notification, notify the Company in writing of intention to submit the appeal to a Board of Arbitrations. Such notice shall set forth the facts to be relied upon and the provisions of the Plan which are alleged to have been violated.

d) Only an appeal, filed in writing within seven (7) days of the mailing to an applicant of either (i) a notice of denial of his/her claim, or (ii) cheque for a Weekly Benefit, may be submitted under this Section.

e) Appeals which are not presented or processed within the time limits specified in this Section shall not be processed through the appeal procedure without the consent of the Company and in any event are not arbitrable.

f) The appeals procedure set forth in this Section shall not be used to protest or appeal a denial of an Unemployment Insurance Benefit.

g) **Arbitration**

Only an appeal which has been properly filed and processed in accordance with this Article may be referred to arbitration, as provided hereunder.

h) **Board of Arbitration**

The Board of Arbitration shall consist of the company representative on the board of Appeal, the Union Representative on the Board of Appeal and a third person selected by them to act as Chairperson.

j) Where the two representatives to the Board of Arbitration fail to agree on the selection of a Chairperson within seven (7) days of the date of notice of the appeal being referred to arbitration, an appointment shall be made by the Minister of Labour for the Province upon the request of either representative.

j) (i) The decision of the Board of Arbitration shall be final and binding upon any person concerned and upon both parties. The decision of a majority is the decision of the Board of Arbitration, but if there is no majority the decision of the Chairperson governs. There shall be no appeal from the decision of a Board of Arbitration.

(ii) The Board shall not have any authority to alter, modify or change any of this Plan, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of this Plan, and shall have no jurisdiction other than to determine, in accordance with this Plan;

(a) whether the appeal was filed and processed within the time and in the manner specified in this Section;

(b) whether the Applicant is eligible with respect to the Weekly Benefit claimed;

(c) the amount of any Weekly Benefit payable.

k) **Expenses and Remuneration - Board Chairperson and Representative**

(i) The parties shall each pay one half of the remuneration and expenses of the Chairperson of the Board of Arbitration.

(ii) The Union representatives and the Company representatives on the Board of Appeal and the Board of Arbitration shall serve without recompense from the Fund established under this Plan.

l) A Board of Arbitration and the Board of Appeal shall have no jurisdiction to determine questions arising under the Agreement, even though relevant to the appeal before the Boards. All such questions shall be determined through the regular procedures provided therefore by the Agreement and all determinations made pursuant to such Agreement shall be accepted by the Boards.

10) Miscellaneous

a) **Liability**

The provisions contained in this Plan express completely all obligations of the Company with respect to the financing of the Plan and providing for benefits and payments.

b) **Management Functions**

Neither the rights of an employee to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of

this Plan. ~~Nothing~~ contained herein shall be deemed to ~~qualify~~, limit or alter in any manner the Company's authority to ~~manage~~ the Company as provided in Article 5.01 of the Agreement.

c) Status of Persons Receiving Benefits under the Plan

Neither the Company's contributions nor any Weekly Benefit paid under the Plan shall be considered a part of any employee's earnings for any purpose. A person by reason of receiving a benefit does not have this status as a former employee under the Agreement amended or changed in any way. Nor shall he/she thereby acquire any right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the Company contributes, than he/she would otherwise be entitled to were he/she not receiving any Weekly Benefit under this Plan.

d) Non-Senation of Benefits

No Weekly Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind and any attempt to accomplish the same shall be void.

e) No Vested Interest

No person shall have any right, title or interest in or to any of the assets of the Fund or in or to any Company contribution thereto.

f) To Whom Benefits are Payable Weekly

Benefits shall be payable under this Plan only to the person who is eligible therefor, except where the Company:

(I) find that such person is deceased, in which event, such Weekly Benefit, which is payable with respect to the period of qualifying lay-off immediately preceding the week in which such person died, may be paid to one or more of his/her heirs, testamentary legatees, beneficiaries, executors or administrators as the Company may decide; or

(II) receives evidence satisfactory to it that such person is unable to reason because of physical or mental infirmity arising from any cause whatsoever to receive such payment or to give valid release therefore and there is no guardian, committee or other representative legally responsible for the estate of such person, in which event such Weekly Benefit, which is payable with respect to the period of qualifying lay-off immediately preceding the week in which such person became disabled, may be paid, as the Company may decide, to any member of the family of such person or to any other person who is managing the affairs of such person or is then maintaining such person in trust; and the release of the person to whom such payment is made in trust shall be a valid and complete discharge of such payment.

g) Method of Payment

Weekly Benefits will be paid in the third week following the week in which benefits under this Plan become payable and on every second week thereafter and shall be for the two week period preceding the week in which payment is made.

h) Overpayment -- Weekly Benefits

If the Company determines that any benefits paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification for Unemployment Insurance Benefits or otherwise),

written notice thereof shall be mailed to the recipient and he/she shall return the amount of overpayment to the Trustee. If such recipient fails to return such amount promptly, the Trustee shall arrange for the amount of overpayment to be reimbursed to the Fund by making a deduction from future Benefits otherwise payable to such recipient or by requesting the Company to make a deduction from compensation otherwise payable to him/her, or both. The Company may make such deductions from the employee's compensation and in such event pay the amount deducted to the Trustee. At such time as such overpayment is recovered by the Fund, the number of Credit Points, if any theretofore canceled with respect to such overpayment of Benefits shall be restored to such employee, subject to Section 5.



January 1, 1994

Mr. T. Rodo, President
Local 4752, United Steelworkers of America

Dear Mr. Rodo

Re: Cost-of-Living Allowance

1. Effective with the first pay period following the release of the Consumer price Index (1971 = 100 Base) for each of the following months, when compared to the Consumer Price Index (1971 = 100 Base) for the respective months as shown below, for each .3 increase, a cost-of-living allowance of 1 cent per hour will be paid.

- (i) December 1993 compared to September 1993
- (ii) March 1994 compared to December 1993
- (iii) June 1994 compared to March 1994
- (iv) September 1994 compared to June 1994
- (v) December 1994 compared to September 1994
- (vi) March 1995 compared to December 1994
- (vii) June 1995 compared to March 1995
- (viii) September 1995 compared to June 1995
- (ix) Member 1995 compared to September 1995
- (x) March 1996 compared to December 1995
- (xi) June 1996 compared to March 1996
- (xii) September 1996 compared to June 1996
- (xiii) Member 1996 compared to September 1996

51-1

2. 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.

3. Cost-of-living allowance will be paid for straight time hours worked and will not be paid for overtime hours, allowed time, premium hours, vacation pay or holiday pay or used as a basis for calculation of overtime or incentive payment.

4. The continuance of the cost-of-living allowances 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 January 1, 1994 (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.

5. Any decreases in the cost-of-living allowance calculated from comparisons of the Consumer Price Indices in any of the quarterly periods specified in No. 1 above shall reduce the net accumulated cost-of-living allowance, payable under No. 2 above, effective at the times specified in No. 1 above.

6. The outstanding COLA accumulated as per 2. above will be rolled into the Standard Hourly Wage Scale at the expiration of the Agreement on March 31, 1997.

Yours truly,
M.T. Lidster, Manager - Human Resources



January 1, 1994

Mr. T. Rodo, President
Local 4752, United Steelworkers of America

Dear Mr. Rodo:

Re: Incentive Earnings Calculations

Effective January 1, 1994 and until March 31, 1997, incentive earnings calculations will be based on the rates shown below:

| JOECLASS | INCENTIVE EARNINGS CALCULATION RATES |
|----------|---|
| 1 | \$10.248 |
| 2 | 10.445 |
| 3 | 10.642 |
| 4 | 10.839 |
| 5 | 11.036 |
| 6 | 11.233 |
| 7 | 11.430 |
| 8 | 11.627 |
| 9 | 11.824 |
| 10 | 12.021 |
| 11 | 12.218 |
| 12 | 12.415 |
| 13 | 12.612 |
| 14 | 12.809 |
| 15 | 13.006 |
| 16 | 13.203 |
| 17 | 13.400 |
| 18 | 13.597 |
| 19 | 13.794 |
| 20 | 13.991 |
| 21 | 14.188 |
| 22 | 14.385 |
| 23 | 14.582 |

Sincerely,

M.T. Lidster
Manager - Human Resources



January 1, 1994

Mr. T. Rodo, President
Local 4752, United Steelworkers of America

Dear Mr. Rodo:

**Re: Supplementary Payment Program
For Slater Steels
Hamilton Specialty Bar Division
Bargaining Unit Employees**

The Company will provide a Supplementary Payment Program with payments to be calculated and paid to eligible employees on the following basis:

1. An employee will be eligible to participate in the Program where

(a) the employee has completed his probationary period in accordance with the Agreement between the parties, and

(b) the employee is on the payroll of the Company on the last day of the period for which the payment is calculated except that where the employment of an employee is terminated before the last day of the period, he shall be deemed eligible during such period where the termination of his employment results from:

(i) death

(ii) retirement under the Pension Plan

(iii) lay-off due to lack of work under Article 8:10 of the Agreement provided that he does not fail to return to work upon recall from lay-off in accordance with the terms of the Agreement and provided that he does not otherwise lose his entitlement to recall in accordance with the terms of the Agreement.

2. The payment to be made in accordance with the Program will be calculated in accordance with the following:

(a) all jobs (except Maintenance employees involved in Multi-crafted occupations detailed below) for which an incentive plan is not applicable will be governed by the following job class scale

| Job Class | Cents Per Hour |
|-----------|----------------|
| 1 | 55.0 |
| 2 | 56.0 |
| 3 | 56.0 |
| 4 | 60.0 |
| 5 | 65.0 |
| 6 | 70.0 |
| 7 | 75.0 |
| 8 | 80.0 |
| 9 | 85.0 |
| 10 | 90.0 |
| 11 | 95.0 |

| job Class | Cents Per Hour |
|-----------|----------------|
| 12 | 100.0 |
| 13 | 105.0 |
| 14 | 110.0 |
| 15 | 115.0 |
| 16 | 120.0 |
| 17 | 125.0 |
| 18 | 130.0 |
| 19 | 135.0 |

(b) all Maintenance employees involved in Multi-crafted occupations **will** be governed **by** the following:

| Multi-craft Position | Cents Per Hour |
|-------------------------------|----------------|
| Industrial Electrician | 95.0 |
| Industrial Mechanic/Machinist | 95.0 |
| Industrial Mechanic | 85.0 |
| Welder/Fabricator | 85.0 |
| Lube & Plant Maintenance | 35.0 |

In addition, present incumbents to the former Maintenance position listed **below** **will** be "grandfathered" **as** indicated:

| Maintenance Position | Cents Per Hour |
|-------------------------------------|----------------|
| Instrument Repairer | 105.0 |
| Electronic Repairer | 105.0 |
| systems & General Plant Lub. Person | 105.0 |
| Blacksmith | 90.0 |

(c) the payment **will** be based on the job class of the job or jobs actually occupied **by** the employee during the period for which the payment is being made multiplied **by** actual hours worked **by** an employee governed **by** this 2 (a) above during such period.

(d) the payment shall not be used in the calculation of overtime pay nor shall the payment be increased by reason of having been earned during overtime hours worked;

(e) hours not worked, **even** though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for purposes of such Agreement, shall not be considered as hours worked for the purposes of this Program.

3. The payment to be made in accordance with the Program **will** be included in the calculation of vacation pay and **statutory** holiday pay under the Agreement.

4. The payment to be made in accordance with the Program **will** be paid in accordance with the following:

(a) for the periods

- January 1, 1994 to March 26, 1994
- March 27, 1994 to June 18, 1994
- June 19, 1994 to September 24, 1994
- September 25, 1994 to December 31, 1994
- January 1, 1995 to March 25, 1995

March 26, 1995 to June 17, 1995
June 18, 1995 to September 23, 1995
September 24, 1995 to December 30, 1995
December 31, 1995 to March 23, 1996
March 24, 1996 to June 29, 1996
June 30, 1996 to September 21, 1996
September 22, 1996 to December 28, 1996
December 29, 1996 to March 22, 1997

the payment will be paid by the end of the month immediately following the month in which the period ends;

(b) where an employee is eligible for payment in accordance with paragraph 1 (b) (iii) the payment will be made on the first Program payment date following the date of his return to work.

5. For the purposes of payment under this program, an employee who is receiving a Maintenance of Earnings Benefit under the Technological change Plan will be paid the greater of:

(a) the applicable supplementary payment rate earned for hours worked on the job or jobs he/she actually occupied during each quarter; or

(b) the applicable supplementary payment rate of the job from which he/she was displaced, multiplied by the actual hours worked by such employee during each pay period in the quarterly period for which he/she received such Benefit

6. If any question arises as to the application or interpretation of this Program such questions will be referred for discussion to the Manager - Human Resources and the President of the Local Union, or their respective delegates.

7. This Program will continue in effect until March 31, 1997.

Sincerely,

M. T. Lidster
Manager - Human Resources



January 1, 1994

Mr. T. Rodo, President
Local 4752, United Steelworkers of America

Dear Mr. Rodo:

SUBJECT - 12 Hour Shifts - Maintenance

This letter sets out the conditions for the implementation of a twelve (12) hour shift schedule (as detailed in Appendix "A") for employees in Maintenance presently assigned to twenty (20) turn shifts.

When this schedule is implemented, it will continue for a minimum of six (6) months on trial. Prior to the expiration of such trial period and with the Company's agreement, the affected employees in Maintenance will vote on the continuation of the twelve (12) hour shift schedule for a second six (6) month trial period. If the employees agree to the continuation and prior to the expiration of such second trial period, the affected employees will, with the Company's approval, vote on the ongoing continuation of the twelve hour shift schedule in Maintenance.

In view of the potential impact on employees and operations, the parties will continually monitor the schedule adopted after the completion of the trial period and will meet from time to time, at the request of either party, to review the experience relative to the operation of such schedule and more specifically to discuss any change in areas such as: safety and health, absenteeism, operational capability, legislative prohibition, etc. with the view to determining whether such schedule should be continued or terminated. The parties may, upon giving thirty (30) days written notice to the other party, terminate the application of the schedule after the completion of the trial period.

If the schedule is terminated, a schedule which complies with the Agreement or is mutually agreed to will be implemented.

The following Articles of the current Agreement will be amended as indicated with the application of twelve (12) hour shift schedules in Maintenance

Article 6:04

The Union will pay for any time of required by any of its members in order to conduct a vote for the continuation or termination of a twelve (12) hour shift schedule.

Article 8:08

if there is a need to effect this provision, the Company may immediately terminate any twelve (12) hour shift schedule in the department(s) affected.

Article 8:09

Periods of assignment less than the regular schedule for twelve (12) hour shifts in a calendar week will count as calendar days.

Article 8:10, 8:11 and 8:16

Assignments to and from twelve (12) hour shifts required by the application of these provisions will not result in the payment of overtime.

Article 9:38

Turn premiums for employees scheduled on twelve (12) hour shifts will be paid as follows:

- (1) For the last four (4) hours worked by an employee on his/her regularly scheduled day shift, a turn premium of forty (40) cents per hour;
- (2) For the first four (4) hours worked by an employee on his/her regularly scheduled night shift, a turn premium of forty-five (45) cents per hour;
- (3) For the last eight (8) hours worked by an employee on his/her regularly scheduled night, a turn premium of forty-five (45) cents per hour;
- (4) The appropriate turn premium under (1), (2) or (3) above will be paid to an employee who works a full overtime day or night turn.

Article 10:02

A normal work day will consist of a work shift of eight (8) or twelve (12) hours depending on the schedule and commencing with the time the employee begins work in any calendar day.

Article 10:06

The implementation or termination of twelve (12) hour shift schedules will not result in the payment of overtime hours or any other premium which would otherwise be applicable.

Article 10:07

Overtime rates (as defined in Article 10:09) will apply to employees working twelve (12) hour shifts as follows:

- (1) For hours worked in excess of twelve (12) hours in any twenty-four (24) hour period commencing with the time the employee begins work in any calendar week;
- (2) For hours worked in excess of the employees scheduled hours of work in a calendar week;
- (3) For scheduled hours of work on any Statutory Holiday referred to in Articles 12:01 and 12:02;
- (4) For hours worked before the employee's regular starting time when the employee is called in or is notified that he/she is required to work before the regular starting time of any shift of twelve (12) hours;
- (5) For time worked after an employee's regular quitting time when the employee is held after the quitting time of any shift of twelve (12) hours;

Article 10:13 - Overtime Meal Allowance

The overtime meal allowance for employees scheduled on twelve (12) hour shifts will apply after the employee has worked three (3) hours immediately after having worked a twelve (12) hour shift.

Article 10:14

When an employee is scheduled on a twelve (12) hour shift, he will be provided with one (1) thirty (30) minute lunch, one (1) twenty (20) minute lunch and one (1) ten (10) minute coffee breaks. The first lunch period will be scheduled within the middle four (4) of the first eight (8) hours of the shift while the second will be scheduled no later than five (5) hours later.

Article 12:03

Employees scheduled on ~~twelve~~ (12) hour shifts win be paid twelve (12) hours for the first Statutory Holiday occurring in any period of verified illness or injury. ~~Eight (8) if it was his scheduled day off.~~

Article 12:04

The pay provided to employees scheduled on twelve (12) hour shifts for Statutory Holidays will be as follows:

- (1) If the employee is regularly scheduled to work and works a full shift, he will be paid Statutory Holiday pay equal to ~~twelve~~ (12) times his average hourly ~~earnings~~ earned during the preceding pay period in addition to being paid at overtime rates for the time worked on such day.
- (2) If the employee is ~~regularly scheduled~~ to work and the Company decided that his/her services are not required, he/she win be paid Statutory Holiday pay equal to ~~twelve~~ (12) times his average hourly earnings earned ~~in the preceding pay period.~~
- (3) If the employee is not ~~regularly~~ scheduled to work, he/she will be paid Statutory Holiday pay equal to eight (8) times his/her average hourly earnings in the preceding pay period.

Article 12:09 - Overtime Interpretation For Statutory Holidays For Employees Working Twelve (12) Hour Shifts

- (1) Hours worked in excess of twelve (12) hours on Statutory Holidays will be paid ~~at~~ double time.
- (2) Hours worked on a Statutory ~~Holiday~~ which are normally overtime will be paid at double time.
- (3) Hours worked on a Statutory Holiday if it is a regular scheduled day off will be paid at double time.

Article 15:02

Bereavement allowance for employees on ~~twelve~~ (12) hour shifts will equal hours lost to a maximum of ~~thirty-six~~ (36) hours up to and including the day of the funeral. If the employee does not attend the funeral, an allowance of up to twelve (12) hours will be paid.

Absence Replacement

As the implementation of twelve (12) hour shift schedules may present problems in filling vacancies caused by absences, it is necessary to establish a procedure to ensure that coverage is provided.

Overtime will be equally distributed among employees who are incumbent on the job with the low man on the distribution list being offered the opportunity to work overtime first.

If the Company is not successful in getting a volunteer to work the overtime shift, those employees who are scheduled on ~~twelve~~ (12) hour shifts in the particular incumbency, are on their day off and have not worked in twelve (12) hours or more will be obligated to work and in situations where there is more than one employee who is obliged to work win be the low man on the overtime distribution list.

General:

- (1) No double shifts will be permitted.
- (2) Mutual Agreement shift change forms must be signed then be approved by the employee's respective Supervisor(s).

(3) The implementation of twelve (12) hour shift schedules will not result in any amendment or modification to the C.W.S. Program or cause the Union or any employee to claim that an existing job description and/or classification has changed. In the future, new jobs will continue to be described and classified on the basis of regular eight (8) hour shift of work and no consideration will be given to the extended hours of work beyond eight (8) hours.

(4) There will be no increase or decrease in the number of employees in the affected incumbencies as a result of the implementation of the twelve (12) hour shift schedule in Maintenance.

(5) The number of day shift jobs in the affected incumbencies will not be reduced as a result of the implementation of the twelve (12) hour shift schedule in Maintenance.

(6) The following positions will be exempt from voting on the continuation of twelve (12) hour shift schedules:

- (a) Six (6) senior electricians.
- (b) Ten (10) senior machinist
- (c) Eight (8) senior pipefitter/millwrights
- (d) Six (6) senior welders
- (e) Blacksmith.
- (f) Stores Clerks.
- (g) Carpenters.
- (h) Building Maintenance Personnel.
- (i) Roll Shop Personnel.
- (j) Oiler/greasers.
- (k) Lube technician.
- (l) Maintenance Shop Helper.
- (m) Instrument Repairmen.
- (n) Electronic Repairmen.

(7) Exemptions are through seniority,

(8) If the number of exemptions change, the affected incumbency will revert to eight (8) hour shift schedule.

M. T. Lidster
Manager - Human Resources

91