

THIS COLLECTIVE AGREEMENT made as of the **December 1, 2007**

B E T W E E N:

WELDED TUBE OF CANADA
(Hereinafter called the "Company")

OF THE FIRST PART

- and -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION (UNITED STEELWORKERS)**
on behalf of its Local 8328
(Hereinafter called the "Union")

OF THE SECOND PART

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ARTICLE I - PURPOSE

- 1.01** The general purpose of the Agreement and schedules is to establish satisfactory relations between the Company and its employees, to provide a means for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees of the Company who are subject to the provisions of the Agreement.

ARTICLE II - BARGAINING AGENCY AND RECOGNITION

- 2.01** The Company recognizes the Union as the sole and exclusive bargaining agency for all its employees of Welded Tube of Canada in the City of Vaughan, and within a radius of twenty (20) miles outside the City of Vaughan, save and except foreman, persons above the rank of foreman, office and sales staff.

ARTICLE III - WORK BY EXCLUDED PERSONS

- 3.01** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for purposes of instruction and experimentation, or in emergencies when bargaining unit employees are not available. In the event that employees are not available, the Company will endeavor to bring in an employee to fill the vacancy by calling up two (2) employees.

Grievances arising over an alleged violation of the above clause must be filled within two (2) days of the occurrence and will be heard initially on the second step of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this section by Management, or supervisory personnel, or foreman, or if the arbitrator so determines, the employee who would have performed the work will receive reasonable award. In any event, the award will be no less than an hour's pay.

ARTICLE IV - RELATIONSHIP

- 4.01** a) There will be no discrimination, intimidation, restraint or coercion exercised or practiced by the Company or any of its representatives against any employee because the employee's membership in or connection with the Union.
- b) The Company, the Union and all members of the bargaining unit will comply with the Ontario Human Rights Code. Welded Tube is committed to following and abiding by the human rights legislation of Ontario and Canada as they affect all Welded Tube employees. The Company and the Union agree there will be no discrimination, including harassment, against any individual or group based on race, nationality or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, pardoned conviction or mental disability.
- 4.02** There will be no discrimination, intimidation, restraint or coercion exercised or practiced by the Union or its members or representatives against any of the employees of the Company.

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- 4.03** There will be no solicitation for membership or collection of dues by the Union or its members or representatives on the premises of the Company during the working hours of employees, except with the consent of the Company.
- 4.04** The Company and the Union agree in principle that there will be a joint orientation presentation to new employees. The payroll department will advise the Union President of the names of new employees as they are put on the payroll. Each department manager will advise the Local Union President of the names of the employees hired in his respective department within three days of their hiring.
- 4.05** Surveillance Cameras and Related Equipment
- a. Surveillance cameras and related equipment may be installed in designated areas of the Company's premises after discussions with the Union.
 - b. Designated areas are ones, which have been the subject of discussions pursuant to this provision.
 - c. The main purpose is to assist the Company in monitoring compliance with safety rules and policies, protecting its property, and observing conduct prohibited by law.
 - d. The Company shall not be allowed to use surveillance cameras to monitor the work of employees.
 - e. The cameras will not be pointed at operating production equipment without the prior consent of the Union.
 - f. The Company shall consult with the Union before any future surveillance camera or related equipment is installed and will inform the Union President of the reason for it and its designated area.

ARTICLE V - MANAGEMENT RIGHTS

- 5.01**
- a) The Management of the Company's operation and the selection and direction of its employees shall continue to be exclusively vested with the Company.
 - b) The Company will endeavour to communicate its management decisions to the Union executive and employees affected by the decision and discuss with them the business reasons for the decision;
 - c) In the event a management decision affects the job responsibilities of any employee or group of employees, the Company agrees the Union may file a grievance under Article IX over the hourly rate to be paid to the employee or group of employees affected by the management decision and, if necessary, the arbitration process referred to in Article X will be used to determine the rate to be paid. In deciding the grievances the arbitrator must choose from one of the existing Job Types and the corresponding hourly rate in existence in Schedule A;

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ARTICLE VI - NO STRIKES OR LOCKOUTS

- 6.01** There shall be no strikes or lockouts during the term of this Agreement. The terms "strike" and "lockout" shall be defined as in the Labour Relations Act of the Province of Ontario.

ARTICLE VII - UNION SECURITY PROVISIONS-

- 7.01** The Company agrees that any present employee of the Company, who at the date of this Agreement, is a member of the Union, or any employee who, hereafter during the term of this Agreement, becomes a member of the Union shall, as a condition of the continued employment, maintain membership in good standing.

- 7.02** (a) The Company shall deduct, as a condition of employment, from the weekly wage of each employee in the bargaining unit, Union dues and assessments in the amount certified by the Union to the Company to be currently in effect according to the Union's constitution. Such deductions shall be made weekly and shall be remitted by the 15th of the month following when the deductions are made and made payable to the International Treasurer of the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers), and forwarded to 25 Cecil Street, Toronto, Ontario.

(b) The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station A Toronto, Ontario, M5W 1V7 in such manner as shall directed by the Union to the Company along with a completed Dues Remittance Form R – 115. A copy of the Dues Remittance Form R – 115 will also be sent to the Union office designated by the Area Coordinator.

(c) The remittance of the R – 115 form shall be accompanied by a statement containing the following information:

- (i) A list of the names of all employees from whom no deductions have been made and reasons, and
- (ii) This information shall be sent to both Union addresses identified in Article 7.02 (b) in such form as shall be directed by the Union to the Company.

(d) The Company, when preparing T-4 slips for the employees, will enter the amount of the Union dues paid by the employee during the previous year.

(e) The monthly dues remittances shall be accompanied by a copy of the check-off list for the pay period in which deductions were made. The list shall set forth the names of the employees and the amount of dues and sums equivalent to the union dues.

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7.03 The Union will save the Company harmless from any and all claims, which may be made by employees against the Company for amounts deducted from wages in accordance with the terms of the Article.

ARTICLE VIII - UNION REPRESENTATION

8.01 a) Employees of the Company who are appointed or otherwise selected to act as members of the Union Committee or as a Steward, have regular duties to perform. Such employees will not leave their work for the purpose of conducting any business on behalf of the Union without receiving permission from their immediate Supervisor, which shall not be unreasonably withheld. In consideration of Stewards and Union Committee members observing the terms of this section, they will be paid for time spent in meetings with the Company during working hours, excluding any conciliation or arbitration proceedings.

b) The Union President is to work his normal scheduled shift and in addition to be paid for up to three hours per week at regular straight-time rates for Union business to take place on off shift hours.

8.02 The Company acknowledges the right of the Union to appoint or otherwise select a committee of three employees. The Union will advise the Company in writing of the names of the committee members and of any changes to the committee. It shall be the duty of this committee to deal with the Company in negotiation or modification of this Agreement or its administration, and to present to the Company such grievances as may be processed beyond the first step of the grievance procedure.

8.03 The Union shall have the right to appoint or otherwise select ten (10) Stewards from among the employees, one (1) of whom shall be the Chief Steward, to be allocated as follows:

(i) A maximum of three (3) Stewards at the Rayette Road location, provided that so long as there are only (2) shifts in operation at such location, there shall be two (2) Stewards allocated to the day shift and one (1) Steward to the night shift;

(ii) A maximum of two (2) Stewards at the Bowes Road location, provided that the appointment of a second Steward shall not become effective until the commencement of the second shift at such location;

(iii) A maximum of two (2) Stewards at any other location other than Bowes Road and Rayette Road which the Company may move to, provided that the appointment of a second steward will not become effective until the commencement of a second shift at such location.

(iv) Notwithstanding (i), (ii) and (iii), at the discretion of the Union up to three (3) more stewards can be assigned to any Company location.

It shall be the duty of the Steward to assist employees in presenting grievances to supervisors where such assistance is requested.

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- 8.04** The Company will be required to meet a total of not more than two (2) Committee representatives and/or Stewards at any one time in addition to any full-time representatives of the Union that may be called in to assist the Committee.
- 8.05** No employee will be eligible to act as a Steward or to act on the Union Committee until after he has completed the probationary period of employment.
- 8.06** Seniority Preference
- In the event of layoff and so long as there is work available which they are able to perform, the following officers of the Union during their term of office only shall be considered as having leading seniority only as applied to layoff and recall after layoff: President, Vice President, Treasurer, Financial Secretary, Recording Secretary and ten (10) Stewards.
- The Union will notify the Company in writing giving the names of such union officers.
- 8.07** Representatives of the Union shall have access to the Company's premises, providing they do not cause workmen to neglect their work, and having obtained clearance from the Company.
- 8.08** **Credit Union:** The Company agrees to deduct from the pay of any employee such amount as may be authorized by him and forward same, with the required information to the Toronto Steelworkers' Credit Union. It is further agreed that the Company may limit changes in the amount to be deducted to once every three (3) months for any employee.

ARTICLE IX - COMPLAINTS AND GRIEVANCES

- 9.01** Grievances properly arising under this Agreement shall be taken up in the following manner:
- i) If an employee has a complaint he wishes to bring to the attention of the Company, he shall take the matter up orally with his immediate supervisor. The employee may, if he wishes, be accompanied by his Steward when discussing any complaint with his supervisor.
 - ii) Step 1 - If the reply of the supervisor is not satisfactory to the employee concerned, the complaint may be submitted as a grievance to the appropriate Plant or Production Manager within three (3) working days following the supervisor's discussion and the complaint shall be stated in writing, dated and signed. The appropriate Plant or Production Manager will meet with the employee concerned and the Union Committee to discuss the grievance and will give his or her reply in writing, within three (3) working days after the said meeting.
 - iii) Step 2 - If the reply of the appropriate Plant or Production Manager is not satisfactory to the employee concerned, the grievance may, within three (3) working days following the date of the said reply be submitted to the Vice President of Operations or his designate. The Executive Vice President and/or such other persons as may be designated by the Company, will meet

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with the Union Committee to discuss the grievance. At this meeting, a full-time representative of the Union may be present if his presence is requested by either party. The Executive Vice President of Operations or designates will give their reply to the grievance, in writing, within five (5) working days after the said meeting has been held.

- 9.02** If a grievance is to be referred to arbitration, the request for arbitration must be made within twenty (20) days after the date of the Company Executive Vice President of Operation 's reply to the grievance.
- 9.03** Any of the time allowances provided in this Article may be extended by mutual agreement, in writing, between the parties concerned.
- 9.04** The Company may refuse to consider any complaint or grievance, the circumstances of which arise more than ten working days before it was brought to the attention of the Company.
- 9.05** (a) An employee who has been disciplined for absenteeism or lateness shall have the disciplinary action removed from his or her record if he or she has a clean record for a period of 12 months following the date of the most recent disciplinary action.
- (b) If an employee is disciplined for a production, maintenance, shipping or quality matter (but not including a safety matter), then the disciplinary action for the matter will be removed from the employee's record 18 months after the discipline is given, provided the employee receives no further disciplinary action for a major production, maintenance, shipping or quality matter during the 18 months.
- (c) An employee who has been disciplined for any other reason shall have the disciplinary action removed from his or her record if he or she has a clean record for period of 36 months following the date of the most recent disciplinary action.
- 9.06** If a grievance affects more than one employee, then one grievance signed by an employee shall suffice as a grievance from all the employees.

ARTICLE X - ARBITRATION

- 10.01** Both parties to the Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article IX above and which has not been settled, will be referred to Arbitration at the written request of either of the parties hereto.
- 10.02** The Arbitration procedure incorporated in this Agreement shall be based on the use of the sole Arbitrator.
- 10.03** When either party requests that a grievance be submitted to arbitration, such request shall be made by registered mail addressed to the other party of the Agreement within the time limits identified in Article 9.02.

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10.04 The appointment of an arbitrator shall be made in rotations, from the panel of arbitrators listed below, starting with the first name. If the Arbitrator cannot hear the grievance, which has been referred, the next arbitrator in rotation shall be approached.

The panel of Arbitrators shall be as follows:

- (1) Paul Haefling
- (2) Maureen Saltman
- (3) Kenneth Petryshyn
- (4) John Brunner

10.05 Each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

10.06 No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure, except that this will not apply to grievances relating to discharge, which shall be processed in accordance with Article XII.

10.07 The Arbitrator shall not be authorized, nor shall the arbitrator assume authority to alter, modify, or amend any part of this Agreement, nor to make decisions inconsistent with the provisions thereof.

10.08 The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE XI - COMPANY GRIEVANCES

11.01 If the Company has a complaint with respect to the conduct of the Union, its officers, committeemen or stewards or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company will submit such complaints to the Union and it will be taken up between the parties in the same manner as a written grievance. If the complaint is not settled to the satisfaction of both parties, it may be referred to arbitration.

ARTICLE XII - DISCHARGE CASES

12.01 A claim by an employee that he has been unjustly discharged from his employment shall be treated as a special grievance, commencing at the appropriate Plant or Production Manager's stage of the grievance procedure, if a written statement of such claim is lodged with the Company within four (4) working days after discharge action has been taken by the Company.

12.02 Such special grievances may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties or the Arbitrator.

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12.03 When an employee has been dismissed without notice, he shall have the right to interview his Steward for a period of ten minutes before leaving the Company's premises. The Company shall advise the Steward of such dismissal as soon as is practical.

ARTICLE XIII - SENIORITY

13.01 a) The parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to any employee's right to a job based upon his length of service with the Company, and his ability to efficiently fulfill the job requirement.

b) An employee will be considered on probation and will not have any seniority standing with the Company until after he has completed forty-five (45) days of work. His seniority will then date back the forty-five (45) days of work he has completed.

c) The Company will have the right to terminate the employment of a probationary employee at its sole discretion provided it does not act in an arbitrary or discriminatory manner in doing so.

13.02 a) The Company shall prepare seniority lists of all employees and present same to the Union within thirty (30) days of the signing of this Agreement. Said lists shall commence with the most senior employee, carry on downward to the most junior employee, and contain the following information:

- 1)** Employee's name and clock number;
- 2)** Employee's starting date;
- 3)** Employee's length of service in years and days;
- 4)** Employee's regular classification and regular rate of pay.

b) Plant seniority lists will be prepared by the Company and will be posted on the plant bulletin boards. Such lists will be revised every six (6) months. A copy of all seniority lists will be forwarded to the Union on request.

13.03 a) In the event it becomes necessary to reduce the working force of employees in the plant, probationary employees and students hired for the school vacation period will be laid off first. Thereafter, seniority shall be the governing factor, provided the remaining employees have the required experience, skill and efficiency to perform the available work. Not less than five (5) days notice will be given of any layoff expected by the Company to last ten (10) working days or longer.

b) (i) The following are bumping rules to be followed by employees affected by a workforce reduction. An employee may bump an employee with less seniority within his or her job classification if he or she has the skill, ability and efficiency to do that employee=s job. Employees may bump an employee with less seniority within his or her job classification or any other group classification, if he or she has the skill, ability and efficiency to do that employee=s job and if he or she has previously performed that specific job in that department.

(ii) An exception to the bumping rules outlined in (i) above will be made for employees working at the time of the bump with three or more years seniority who want to bump into any of the positions of Slitting Helper, Haven Machine Operator

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Helper or Conveyor Operator. In these situations, an employee's past work experience, including but not limited to his working in the department area, his familiarity with the quality characteristics of the product to be produced and his experience with similar machines, will be considered and it will not be necessary that the employee desiring to bump have had to perform that specific job in that department. An employee wanting to bump under this provision must report his desire to bump to his department supervisor or manger. The Company and the Union agree to discuss the employee's past experience and ability to perform the job before the Company declares its position on whether it agrees with the employee's bumping request. If the Company and the Union do not agree, then the Company's decision to not permit the employee to bump can be grieved following the procedures outlined in Article IX.

(iii) Notwithstanding the provisions of 13.03b) (i) an individual may bump into the position of lift truck operator, crane operator, mill table conveyor, test saw operator or shipper provided he has the required skill, efficiency, and certification and provided he performed the same job within twenty-four (24) months preceding the bump even though he did not perform the specific job in the department where the bump takes place.

(c) An employee who has had at least three months prior experience in the job into which he or she is to bump will be given a familiarization period of up to five (5) full shifts where the nature of the job warrants it. It is understood that this is not a training period.

(d) (i) An employee who has been laid off who wants to bump into a position in classifications 1, 2, 2b, 3, 4 or 5 must declare his intention to bump within three complete working days of receiving his layoff notice. If the time between an employee receiving a layoff notice and his declarations to bump is interrupted by a work related injury, a non work related injury or illness, a vacation or a previously Company approved leave of absence, then the above three days will be extended by the length of the interruption.

(ii) The Company agrees to post on each notice board one working day following the distribution of a layoff notice: a) the names and clock numbers of employees who are laid off; b) the date of the lay off; and c) departmental weekly scheduling postings showing the name, clock number, position and department number of each employee continuing to work. In the event the Company does not post this notice by the next working day following a layoff, the three day bumping time limit referred to in (i) above will be extended by the number of days the Company is late in its posting;

(iii) An employee who is bumped by another employee will have three complete working days from the time he is notified of the bump to declare where he wants to bump.

(iv) An employee who does not advise a supervisor or production manager of his bumping preference within the time restrictions referred to in 13.03(d) will lose his bumping rights associated with the layoff or bump that gave rise to his bumping rights under this Article 13.

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13.04 Employees who have been laid off due to lack of work shall be recalled to work in the inverse order that they were laid off, provided such employees have the required experience, skill and efficiency to perform the available work.

13.05 Notice of recall from layoff will be by registered letter or telegram, addressed to the last address recorded by the employee with the Company. It is the employee's responsibility to provide the Employer with up to date information of address, and telephone number

An employee must indicate his intention to return to work within two (2) working days after the notice has been delivered or post marked and return to work within a further three (3) working days, or forfeit any rights of recall with the Company.

13.06 Seniority previously accumulated shall be lost whenever an employee:

- a) quits;
- b) fails to report to work for three (3) consecutive days without an explanation satisfactory to the Company;
- c) overstays any leave of absence granted by the Company;
- d) if on layoff for lack of work:
 - 1) with less than one year seniority, after a period of layoff equal to the employee's length of service;
 - 2) with more than one year seniority but less than two years seniority, after one year of layoff;
 - 3) with more than two years seniority, after two years of layoff.

13.07 Seniority shall be maintained and accumulated during:

- a) occupational accident;
- b) absence from employment while serving in the non-permanent armed forces of Canada, excluding self-enlistment;
- c) temporary illness or non-occupational accident causing absence not exceeding twelve (12) months, for employees with less than ten (10) years of seniority and to allow seniority to be maintained and accumulated for employees with ten (1) or more years of seniority for twenty-four (24) months if they are absent from work due to temporary illness or non occupational accident;
- d) In cases of absence due to temporary illness or non-occupational accidents extending beyond the coverage of article 13.07 c), seniority will be maintained but not accumulated. People returning to work after such absence will be required to satisfactorily complete a trial period of up to thirty (30) days. For employees with ten (10) or more years of seniority the trial period will be extended from 30 to 45 days if they are returning to the same job they held immediately prior to their temporary illness or non occupational accident and a major technological change was introduced into their job during their absence from work.

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JOB POSTINGS:

13.08 (1)

- a) All vacancies for the positions of Mill Operator, Slitter Operator, End Welder, Cutoff, Mill Test Saw Operator and Pines or Haven Operator, which are expected to continue for more than sixty (60) days that are not in the process of being filled through the procedure described in 13.08 (3) herein and all vacancies for all other positions which are expected to continue for more than thirty (30) days will be posted. This posting procedure applies to vacancies expected to last for 30 days or more but it does not apply to filling job opportunities for the positions of Mill Operator, Slitter Operator, End Welder, Cutoff, Mill Test Saw Operator and Pines or Haven Operator that are in the process of being filled pursuant to 13.08 (3) herein.

The Company will post the first job and the first subsequent vacancy. Any other vacancies that result from the first job posting and the subsequent job vacancy will be awarded by seniority according to the Master Bidding List. A Master Bidding List will be generated by all employees filling out a Job Bidding Request Form on which each employee will indicate which positions they wish to bid for should such positions become available as a subsequent vacancy to the first two (2) job postings. Any newly created job will be posted under article 13.08 of this Collective Agreement.

Job Bidding Request Forms will be distributed by the Company every 6 months for all employees to complete and copies of the Master Bidding List generated by these forms will be provided to the Union by the Company. A joint committee will be established to monitor and review this procedure and it's effectiveness

- (a1) Wherever applicable, the posting will be made for three (3) consecutive working days on all plant bulletin boards, which are located by employees' time clocks within the Company's facilities. The posting descriptions will be reasonable for the job to be performed and the posting will specify in which department or which area the vacancy exists. The Company agrees to discuss with the Union executive each job vacancy prior to the job vacancy notice being posted. In the event the Union disagrees with the rate the Company has indicated will be paid for the new job vacancy, the Union may file a grievance under Article IX over the hourly rate to be paid for the new job and, if necessary, the arbitration process referred to in Article X will be used to determine the rate to be paid. In deciding the grievance, the arbitrator must choose from one of the existing Job Types and the corresponding hourly rate in existence in Schedule A. Such arbitration shall not prevent the job from being awarded or performed. The arbitration ruling will only determine pay from the time the employee was first awarded the position in the posting.
- b) Any employee who has completed the probationary period referred to in Article 13.01 b) may apply in writing on a form supplied by the Company for a posted job. The applicant must complete the form in detail and sign it to be considered for the job vacancy.

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- c) The employee with the greatest amount of seniority among those applying will be given the job, provided he is qualified and has the ability to perform the work required by the Company.
- d) If an employee is not successful in satisfactorily completing the trial period of up to seventy-five (75) days, he will revert to his previous job and this procedure will be applied to all jobs affected by the job posting. It is further agreed that if the employee feels he/she cannot perform the job then the employee has the right to return to his/her previous job, provided the employee gives the Company written notice of the reason for not continuing on in the posted job and returning to the previous job within thirty (30) working days.
- e) It is understood that if a single position vacancy is not filled within thirty (30) days of the posting date, a new job posting must be made for a future vacancy in the same position. Notwithstanding the foregoing, it is understood that if a vacancy for a crew (two (2) or more related jobs) is not filled within three (3) months of the posting date, a new job posting must be made for a future vacancy in the same position.
- f) The name of the successful applicant will be posted on all plant bulletin boards.
- g) Where an applicant does not receive the position applied for, upon request to the appropriate Plant or Production Manager he will be given reasons why his application is refused.
- h) The President of Local 8328 will receive a copy of all postings and applicants.
- i) The successful applicant must remain on the job for six (6) calendar months (inclusive of the trial period) after completion of the trial period referred to in 13.08 d) above before he can apply for another job vacancy in a lower group classification.
- j) If a vacancy does not last more than thirty (30) days, the Company will inform the Local Union of the location, the employee's name(s) and the duration of the temporary vacancy.
- k) Employees absent due to a leave of absence (up to a maximum of 30 days) or on vacation may leave an application with a Union representative for submission for any future job posting which occurs during their absence.

13.08 (2) The Company will post for a backup Steel Receiver or Steel Utility Driver to be selected from the employees employed as Slitter helpers and the employee who is selected to this back up position shall be paid the backup rate set out in the Letter of Intent dated January 24, 2000.

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- 13.08 (3)
- a) The Company will be entitled to post for a seniority employee to apply for training in the jobs of Mill Operator, Slitter Operator, End Welder, Cut Off, Mill Test Saw Operators, and Pine or Haven Operator in order to train an employee to perform the job during the period where there is not a vacancy in the position.
 - b) Any seniority employee may apply in writing on a form supplied by the Company for the posting. The applicant must complete the form in detail and sign it to be considered for the posting.
 - c) The employee with the greatest amount of seniority among those applying will be given the posted job, provided he is qualified and has the ability to perform the work required by the Company.
 - d) The successful applicant will be trained to perform the job involved for a period of up to 75 days. If the employee successfully completes the training at a point in time less than 75 days, he will be notified in writing by the Company that he has succeeded in doing so. Thereafter, the employee will be transferred into the job for which he has been trained if a vacancy in that job arises without the need to post the vacancy as provided in article 13.08. When transferred to the job, the employee will not be eligible to apply for a job posting for another vacancy under article 13.08 for a period of 6 months following the transfer.
 - e) If after being awarded the posting his training has not commenced, the employee may apply for any posted vacancy; however, once his training has started, he will not be able to do so.
 - f) During the 6-month period the employee will only be paid the rate of the job for which he is training while he is performing the job otherwise he will be paid the rate for the job he is otherwise performing during the period.
 - g) The successful applicant will be considered a back up to the back up when temporary vacancies occur during the 6-month period but shall not be paid the back-up rate of 30 cents per hour.
 - h) If the employee has not been transferred into a vacancy in a job for which he has been trained within 6 months of being awarded the posting as herein provided, the posting for the training will be reposted.
 - i) If within the 30 day period after the end of the initial 6 month period, the job for which the employee has been trained becomes available, the employee shall be transferred into the job for which he has been trained but the posting for the new trainee will be continued and filled as herein provided.

13.09

An employee temporarily transferred for the convenience of the Company to a job with a higher rate of pay will be paid the higher rate of pay for all consecutive hours worked, allowing for shift breaks, after working four (4) consecutive hours on the said job. The higher rates shall be determined in accordance with the employer's

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actual rate in the range of rates as determined by the amount of service of the employee.

- 13.10** Any employee promoted out of the bargaining unit but still actively in the service of the Company, will be allowed twelve (12) months in which to return to a job in the bargaining unit, and with the seniority he has accumulated. Persons returning to the bargaining unit after twelve (12) months shall do so without seniority.
- 13.11** For the closing of a department, the Company is to notify the Union three (3) months in advance prior to such closing and to discuss the issue of closing and whatever adjustments might be facilitated through manpower adjustment processes with the Union during the three month time period.

Contracting Out

- 13.12** Provided that time, quality and cost factors (including Space and Equipment) are reasonably equitable the Company will not contract out work, usually performed or could be performed by members of the bargaining unit to outside contractors as long as members of the bargaining unit with rights of recall are on layoff, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out, unless otherwise negotiated between the Union and the Company.

It is also understood that in the future the Company shall advise the Union at least thirty (30) days prior to any contracting out of work usually performed by members of the bargaining unit, in order to discuss the Company's intention to contract out work. In such discussions the Company will explain its reasons for its tentative decision to subcontract such work and give the Union an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Union before making its final decision as to whether or not such work will be subcontracted. In the event of a failure to give the required notice the Company shall compensate all the Employees who are directly affected by the contracting out for any loss arising from any work reduction or layoff due to the contracting out up to a maximum of the earnings each Employee would have otherwise earned had the notice been properly given.

- 13.13** The Company and the Union shall meet at least once every two months until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

- 14.01** The Company does not guarantee to provide work for the daily or weekly hours, or for any other hour.
- 14.02** The standard workweek shall consist of 40 hours per week; Monday to Friday inclusive, and for Weekend Warriors shall consist of 26 hours.

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14.03 a) The regular daily starting and quitting times, the days to be worked each week, and the time and duration of lunch period, and the time of the rest periods, will be determined by the Company in accordance with its production requirements.

b) The hours of work for Weekend Warriors, unless changed after a discussion with the Union shall be:

For Production Work:

| | | | | |
|----------|------------|----|------------|----------|
| Friday | 10:40 p.m. | to | 6:00 a.m. | Saturday |
| Saturday | 5:00 p.m. | to | 3:00 a.m. | Sunday |
| Sunday | 2:00 p.m. | to | 10:40 p.m. | Sunday |

14.04 A non-paid lunch period of thirty (30) minutes shall be allowed on each shift but in no event shall employees be required to work more than five (5) consecutive hours without one-half (1/2) hour off to eat lunch.

14.05 a) The shift premium for the afternoon shift is fifty-two cents (\$0.52). The shift premium for the third shift is sixty-eight cents (\$0.68).

b) The Union and the Company agree that when scheduled, the night shift will work from 10:40 p.m. to 6:00 a.m. A normally scheduled night shift week will commence on Sunday (at straight time) and will operate five (5) consecutive nights.

Welded Tube agrees to pay eight (8) hours of pay for every six (6) hours and fifty (50) minutes worked on the night shift.

This provision does not apply to the Weekend Warriors referred to in Article XXXV

14.06 The Company will provide a ten-minute rest period in the first half of a standard work shift, and a ten-minute rest period in the second half of a standard work shift. When an overtime period is of two (2) or more hours' duration, a paid ten (10) minute rest period will be provided, providing there is no break at the end of the regular scheduled shift.

14.07 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:

i) Time and one-half for the first two (2) hours worked after the regular shift and double time thereafter.

ii) All employees shall be paid two (2) times their regular rate for any hours worked on Sunday and the following statutory holidays:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Dominion Day

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5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. Boxing Day
11. New Year's Eve
12. & 13 Two additional holidays between December 23 and January 3 to be agreed upon by the Company and the Union.

iii) In the event that a given department works six (6) consecutive weeks of overtime whereby the overtime in that department exceeds thirty (30) hours per week and, on and after December 1, 2000, a given department works five (5) consecutive weeks of overtime whereby the overtime in that department exceeds twenty five (25) hours per week, the Company will endeavor to recall people on layoff where such people can be scheduled into the regular shift production process in that department.

(IV) Weekend Warriors will be paid overtime at 1½ times their rate under subparagraph 35.05 herein for hours worked beyond 26 hours per week or on a statutory holiday;

14.08 When an employee has signified that he is willing to report for overtime hours on Saturday, Sunday or any of the public holidays listed in 14.07 ii), that day shall be considered by attendance a regular working day. Employees requested to work more than two (2) hours overtime (after regular hours) shall be given one-half (1/2) hour on Company time to eat their lunch. A meal allowance of ten dollars (\$10) will be provided in cash or voucher to purchase a hot meal, provided the meal allowance is not used for the purchase of cigarettes and the employee signs the back of the voucher when requested to do so by the snack truck driver. The payroll administrator will reimburse for unused vouchers;

This provision does not apply to the Weekend Warriors referred to in Article XXXV.

14.09 a) The opportunities to work overtime shall be distributed equitably among the employees in that particular job classification who have signified that they wish to work overtime.

b) The Company shall prepare a list of such employees, commencing with the most senior employee and the opportunities to work overtime work shall then be rotated amongst the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that classification available to do the work.

c) The Company agrees to keep a book for each department and the Company will allocate overtime equitably across each department. Both parties will monitor this allocation of overtime and discuss discrepancies.

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This provision does not apply to the Weekend Warriors referred to in Article XXXV.

- 14.10** When additional shifts are required and do not continue for three consecutive nights then one and one-half (1½) times will be paid.
- 14.11** Employees required to work the lunch period shall be paid double time, but in no event shall employees be required to work more than five (5) consecutive hours without one-half hour off to eat lunch.
- 14.12** Employees shall not be requested to leave work solely for the purpose of reducing weekly hours, so that the above weekly overtime provisions may be circumvented. Shift work will be distributed as equitably as practical among the employees regularly performing the work on which second and third shifts may be required. Shift changes shall be made every two (2) weeks.
- 14.13** An employee is required to notify the Company at least one (1) hour before the commencement of his shift that he will not be able to report for work. Failure to notify the Company will subject the employee to discipline. This paragraph will not apply where good and sufficient reason is given for failure to so report.

ARTICLE XV - VACATIONS

- 15.01** Vacations with pay will be granted by the Company in accordance with the following schedule:
- i) one (1) year of continuous service - two (2) weeks - 4%.
 - ii) five (5) years of continuous service and less than ten (10) years of continuous service - three (3) weeks - 6%.
 - iii) ten (10) years of continuous service and less than twenty (20) years of continuous service - 4 weeks - 8%,.
 - iv) twenty (20) consecutive years and over of continuous service - 5 weeks - 10%.
- 15.02** For vacation purposes, continuous service shall be calculated as of June 30 each year.
- For the purposes of calculating vacation pay, it is understood that “earnings” includes vacation pay paid on the previous years vacation.
- 15.03** Employees with more than one (1) month but less than one (1) year of continuous service as of June 30th, shall be entitled to an allowance of four percent (4%) of earnings up to June 30th as vacation pay.

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15.04 Payment for vacations will be at the rate of two percent (2%) of an employee's earnings during the twelve (12) months preceding June 30th for each week of vacation of which he is entitled.

15.05 The allocation of annual vacations must be within the confines of the Company's operation. The Company agrees to distribute to employees by March 1 of each year a form to be completed by each employee, indicating whether he/she desires to schedule a summer vacation for that year and if so, the employee's preferred vacation time. The Company will respond to each employee by April 15 either confirming that the employee's requested summer vacation time period is acceptable to the Company or denying the request. If an employee does not hand in the form by the date required by the Company, that employee must take his/her vacation as selected by the Company.

The Company agrees to give the Union a copy of each employee summer vacation request response prior to the Company's response being given to that employee.

The Company and the Union will work together in trying to ensure that the Company's production, shipping and maintenance requirements will be satisfied throughout the year, including the summer and in particular when employees take their summer vacations.

In the event the Company shuts the operations down for vacations, the Company shall notify the Union six (6) weeks in advance. The Company will post a notice by April 1st of each year to determine which employees wish to work during the shutdown.

15.06 Vacation shall not be cumulative from year to year and employees shall not omit vacations and draw pay in lieu thereof. Vacation pay will be paid on the last working day preceding the employee's vacation and paid by separate cheque.

15.07 The Company will pay a vacation bonus of Two Hundred Dollars (\$200.00) for vacation granted under this Article to those employees with a minimum of one-year service. The vacation bonus granted under this Article will only be paid provided the employee has worked not less than one thousand (1,000.00) hours during the vacation year for which the vacation pay is calculated.

ARTICLE XVI - PAID HOLIDAYS

16.01 Subject to the conditions set out below, the Company shall pay employees for the following holidays:

New Year's Day
Victoria Day
Civic Holiday
Thanksgiving Day
Christmas Day
New Year's Eve

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Good Friday
Dominion Day
Labour Day
Christmas Eve
Boxing Day

Two additional Paid Holidays between December 23 and January 3 to be agreed upon by the Company and the Union.

16.02 Subject to 16.03, in order to be eligible to receive payment for any of the aforementioned holidays, an employee must:

- a) have completed thirty (30) days of work; and
- b) have worked the last regularly scheduled shift immediately preceding the holiday first regular scheduled shift immediately succeeding the holiday. An exception to this rule will be made if an employee was absent from work because of:
 - 1. verified personal illness or injury;
 - 2. death in his immediate family;
 - 3. layoff of five (5) working days or less, which layoff includes either or both of the said shifts;
 - 4. being granted written permission by the Appropriate Plant or Production Manager of his designate to be absent on either or both of the said shifts.

16.03 The Company will pay to an employee who is absent from work because of an occupational injury for which he or she is receiving benefits under the Workers Safety and Insurance Act ("WSIA") the difference between the Paid Holiday pay he or she would have otherwise have been paid and the amount of benefit he or she is paid under WSIA for that day. The Company will continue its present practice of paying employees who are absent from work on a Paid Holiday and who are in receipt of the Weekly Indemnity benefit the Paid Holiday pay. It is understood that the insurer does not pay the weekly indemnity benefit for a Paid Holiday.

16.04 If an employee is on vacation when a paid holiday occurs, the employee will be paid for the holiday, or he will be granted an additional day off with pay, as arranged with the Superintendent, provided he is otherwise to be paid for the holiday.

16.05 An employee required to work on a paid holiday will be paid out at overtime rates in addition to any holiday pay to which he may be entitled.

16.06 Payment for any of the holidays above stipulated shall not be voided should such holidays fall on a Saturday or Sunday. A holiday falling on a Sunday will be observed on the immediately following Monday. A holiday falling on a Saturday will be observed on the Friday or the Monday, at the sole discretion of the Company.

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ARTICLE XVII - LEAVE OF ABSENCE

- 17.01** Leave of absence shall be granted only at the discretion of management - up to a maximum of six (6) weeks.
- 17.02** Unpaid leave of absence to attend union conventions shall be granted providing it does not affect the efficient operations of the plant. Such leave shall not exceed more than ten (10) working days per year for any two (2) employees, provided five (5) working days notice is given to the Company.
- 17.03** The Company agrees to continue to pay any employee absent from work on Union business and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. A leave of absence form must be completed and authorized by the Union and the Company prior to absence for Union business. The Union also agrees to hold the Company harmless for any claim arising from the actions of the employee while on Union business.

ARTICLE XVIII - BEREAVEMENT PAY

- 18.01 a)** Up to three (3) days leave of absence with pay will be granted to employees for the purposes of attending the funeral or service in the event of the death of an employee's parent, step parent, parent-in-law, brother, sister, grandchild, grand parents, brother-in-law or sister-in-law. Up to five (5) days leave of absence with pay will be granted in the event of the death of a spouse or child. A common-law spouse relationship will be recognized for bereavement purposes providing that it has been registered by the employee with the Company's payroll and benefits administration department.
- b)** For the purposes of this article, "days" means working days excluding weekends, statutory holidays, and vacation periods.
- 18.02** In the case of both 18.01 a) and b), only that portion of the three (3) days, or one (1) day leave, which would otherwise have been working days, will be paid, and the Company may insist on verification before any payment is made.

ARTICLE XIX - JURY DUTY PAY

- 19.01** Jury Duty Pay: If an employee is summoned or subpoenaed for jury duty, the Company shall grant the employee leave of absence with pay and monies received for jury duty.

ARTICLE XX - CANADIAN CITIZENSHIP TEST

- 20.01** The Company agrees to provide leave of absence to employees who wish to apply for the Canadian Citizenship test. It is further agreed that reimbursement of wages shall be paid to employees who complete the Canadian Citizenship test.

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ARTICLE XXI - PAY ON DAY OF INJURY

- 21.01** Employees hurt while performing assigned duties while at work and who require medical attention and/or a period off work, shall be compensated at regular rates (including any applicable shift premium) for all regular time missed on the working day when injured. The Company will provide transportation to medical or hospital facilities off the plant premises and return transportation to home or to the plant.

ARTICLE XXII - REPORTING FOR WORK ALLOWANCE

- 22.01** An employee who reports for work at the start of his regular daily shift, without having been told in advance not to report, will be given work, or pay at his regular rate for a period of four (4) hours.
- 22.02** This obligation on the part of the Company will not prevail when an employee is prevented from working because of:
- a) a power shortage, power failure or any circumstances beyond the control of the Company; and
 - b) failure on the part of an employee to keep the Company advised of his current address.

ARTICLE XXIII - CALL-IN PAY

- 23.01** An employee who has already left the premises of the Company after completion of his scheduled shift and who is recalled to work, shall be paid at overtime rates of pay for all hours worked on call-in up to the starting time of his scheduled shift, but in any event, shall be guaranteed at least a sum equivalent to four (4) hours at his regular rate for each call-in.

ARTICLE XXIV - SAFETY

- 24.01** The Company, the Union and all employees will comply with the Ontario Occupational Health and Safety Act as a minimum safety standard.
- 24.02** The Company and the Union, realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, Union Stewards and Officers and Supervisors of all levels, will cooperate to the fullest extent to promote safe work practices, healthy conditions and enforcement of safety rules.
- 24.03** There shall be established a safety committee of four (4) members, two (2) of whom shall be employees appointed by the Union and two (2) of whom shall be appointed by the company. The Committee shall meet once a month at times mutually agreed upon providing there is an agenda presented to the Company one week prior to a meeting being held.
- 24.04** The Union agrees to cooperate with the Company in developing and maintaining a strong sense of safety awareness amongst employees. In this connection, it is

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recognized that every employee has the right to report unsafe conditions and practices to his/her immediate supervisor.

- 24.05** The Company agrees not to unreasonably restrict access of technical advisors selected by the workers' representatives on the Joint Health and Safety Committee or other health and safety representatives employed by the Union to the workplace provided that the Company receives at least 72 hours advance written notice from the Union advising of the names of the technical advisors and the purposes for their attendances at any such meeting and provided the time is spent with prior supervisory or managerial approval. Where the Company intends to restrict the access of such persons to such meetings it will advise the Union in writing of its reasons for doing so.
- 24.06 a)** The Company shall respond in writing within ten (10) working days to any formal recommendation of the Joint Occupational Health and Safety Committee.
- b)** The Company shall pay employee members of the Joint Health and Safety Committee at their applicable hourly rate plus any applicable shift premium, any applicable cost of living allowance, any applicable incentive earning for any time lost during regular working hours while attending committee meetings or anything related to the Health and Safety matters affecting workers while at work provided the time is spent with prior supervisory or management approval.
- 24.07** The Company agrees to notify the Local Union President of all fatal and serious accidents suffered by any employee at work. The Company also agrees to allow the appointment of two (2) Joint Health and Safety Committee Union representatives to work on a joint investigation.

ARTICLE XXV - SAFETY SHOES

- 25.01 a)** The Company's Joint Occupational Health and Safety Committee will designate safety shoes, which must be worn, by employees, and employees will only wear safety shoes on the Committee's designated list.
- b)** The Company will pay for the safety shoes purchased by employees from designated supplies, provided the safety shoes purchased are on the pre-designated list prepared by the Committee.
- c)** In the event that an employee quits or is terminated within 45 days from his/her original date of hire, the Company may deduct from his/her last pay period what the Company has paid for his/her safety shoes.

ARTICLE XXVI - CLASSIFICATIONS AND RATES OF PAY

- 26.01** Attached hereto and constituting a part of this Agreement is Schedule "A" setting forth the classifications and the hourly rates.

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GENERAL

Parking It is understood that an employee's right to an available parking space is based upon his length of service. However, employees riding in car pools of two or more shall be given preference over the senior man.

Tools Tools owned by maintenance employees which are broken or worn out in the service of the Company will be replaced by the Company upon reasonable evidence being supplied by the employee that the tool was not damaged as a result of abuse or improper usage.

Eye Care Wear The Company will provide safety eyeglasses or shields where necessary. The Company will pay 100% of replacement cost for prescription safety glasses if they are broken on the job, provided that they are obtained from a designated Company supplier and meet CSA and ANSI specifications.

Protective Clothing Uniforms may be provided for the drivers but this will only be at the discretion of Management.

Coveralls for the maintenance department to be supplied by the Company at no cost to the employees. The Company will pay half the cost for all other employees.

ARTICLE XXVII - TECHNOLOGICAL CHANGE

27.01 The Company and the Union are concerned about the impact on employees and conditions of employment resulting from technological improvements and/or automation. It is essential that these improvements be utilized to the best advantage of the Company and employees. Accordingly, the signatory parties agree to the following:

a) Definition:

The term "technological change" shall be understood to mean modification to manufacturing equipment or techniques introduced by the Company in the manner in which it carries out its production and maintenance operations, where the modification alters the terms and conditions; or security of employment of five (5) or more members of the bargaining unit within a period of one (1) year.

b) Such modification as anticipated above include the following:

1. The introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized;

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2. A change, related to introduction of the above, in the manner in which the Company carries out its production and maintenance objectives and operations.

27.02 When the Company is considering the introduction of technological change:

- a) The Company agrees to notify the Union as far as is practicable in advance of its intention and to update the information provided as new developments arise and modifications are made.
- b) The foregoing notwithstanding, the Company shall provide the Union at least 8 weeks notice before the introduction of a technological change, with a detailed description of its intent to carry out disclosing all foreseeable effects and repercussions on employees.
- c) The notice mentioned above shall be given in writing and shall contain pertinent data including:
 - 1) nature of change;
 - 2) the date on which the Company proposes to effect the change;
 - 3) the number, type and location of employees likely to be affected by the change;
 - 4) the effects the change may be expected to have on employee's working conditions and terms of employment;
 - 5) all other pertinent data relating to the anticipated effects on employees.

ARTICLE XXVIII - UNITED STEELWORKERS HUMANITY FUND

28.01 The Company agrees to deduct on a weekly basis the amount of not less than one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the fifteenth day of the month following, to pay the amounts so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Avenue East, Toronto, Ontario, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

28.02 The "Humanity Fund" deductions as aforesaid, will be for the fifty weeks following ratification of this Agreement.

28.03 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions as set forth above, may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of the employee's written statement of his/her desire to discontinue such deduction from his/her pay which may be received during the four (4) weeks following ratification of this Agreement.

ARTICLE XXIX - WORK ENVIRONMENT PROTECTION

29.01 The parties agree, in the event that the temperature equals thirty-five (35) degrees Celsius as measured by a Union representative and a Company representative of

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the Joint Health and Safety Committee, across the plants, the Company agrees to move with the Union Joint Health and Safety Committee representatives to discuss ways of alleviating heat related problems.

ARTICLE XXX - SEVERANCE PAY

30.01

The Company will pay

a) - to each affected employee with ten (10) years of service or more two (2) weeks severance pay and

b) - to employees with less than ten (10) years of service one (1) week severance pay for each year of unbroken service (and ½ of one (1) weeks pay for each completed month in an incomplete year) to employees who are permanently laid off or terminated due to a permanent, partial or total closure of any or all of the Company's plants.

Severance pay will be based on the employee's regular straight time hourly rate. To be eligible for severance pay, the employee must have completed three (3) years service at the time of termination. The employee will receive the greater of severance pay under this Article 30 or the Employment Standard Act, 2000 (but not both). This provision does not apply if any employee is offered work elsewhere in the Company. This severance payment is payable to the employee whose employment has been severed at the time the employee relinquishes his recall rights.

ARTICLE XXXI - DURATION OF AGREEMENT

31.01

This Agreement shall be effective from **December 1, 2007 to and including November 30, 2010** and shall be renewed automatically from year to year thereafter unless either party gives notice of amendment to the other party within ninety (90) days prior to the anniversary date in any year. In the event that either party serves notice to the other party of its desire to amend the Agreement, then this Agreement shall continue in effect until such time as a new Agreement has been reached, or until the conciliation procedures, as required by legislation, have been completed.

ARTICLE XXXII - SCHEDULES

32.01

The parties agree that Schedule "A", "B", "C" and "D" form part of the Agreement between the parties referred to in Article 1.01 for the duration of the Agreement.

ARTICLE XXXIII - WSIB RETURN TO WORK NOTICE

33.01

The Company shall give a copy of the WSIB form 7 and a copy of any return to work notice received from Workers' Safety and Insurance Board for any employee employed in the bargaining unit to a designated worker representative on the Joint Occupational Health and Safety Committee.

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ARTICLE XXXIV - SAFETY BONUS

- 34.01** If the number of days work lost due to accidents during the (12) month period ending on November 30 in any year commencing in 1998 does not exceed the number of days work lost due to accidents during the period from December 1, 1994 to November 30, 1995 the Company will pay to each seniority employee \$200.00.

ARTICLE XXXV – WEEKEND WARRIORS AND WEEKEND CREWS

- 35.01** On or before April 5, 2006, the Company shall post a notice on the bulletin boards to advise all employees of the positions that the Company will make available for employees who want to work as Weekend Warriors. A seniority employee may apply in writing for a position described in the notice. The successful applicant shall be selected on the basis of his skill, ability, training and experience to perform the job. Where the skill, ability, training and experience to perform the job of two or more applicants are relatively equal, their respective seniority shall be the deciding factor. This process shall only apply to the staffing of the initial Weekend Warrior shift schedules and will have no application thereafter.
- 35.02** An employee who is regularly scheduled to work on a production shift schedule commencing on at any time at 10:40 p.m. Friday and ending at any time the following 10:40 p.m. Sunday shall be considered a Weekend Warrior for the purposes of this article and the collective agreement;
- 35.03** With respect to articles 14.04, 14.06 and 14.11, rest periods and lunch breaks will be scheduled to facilitate continuous production and Weekend Warriors will not be entitled to a break on the second half of their shift;
- 35.04** An employee employed as a Weekend Warrior who performs any of the jobs set out in Schedule A to this agreement shall be paid an hourly rate equal to 1.5 times the hourly rate shown for the job he is performing set out in Schedule A;
- 35.05** Once an employee is assigned to work as a Weekend Warrior the employee cannot exercise his seniority rights to apply for a job posting for 6 months.
- 35.06** When there is a vacancy for a Weekend Warrior position, the position will be offered to existing Weekend Warrior crewmembers and awarded on the basis of seniority, skill and ability. If no Weekend Warrior applies for the position it will be posted under article 13.
- 35.07** Where production is reduced in a department, the Weekend Warriors in the department shall be the first to have their hours of work reduced before the hours of work of the week Day crew Members are reduced in that department;
- 35.08** Unless otherwise excluded by these provisions, all other provisions of the collective agreement apply to Weekend Warriors.

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35.09 An employee who is regularly scheduled to work the day shift on production equipment during the Sunday to Friday period (hereinafter called a "Week Day Crew Member") is not a Weekend Warrior if the Week Day Crew Member performs production or maintenance work that is overtime work for the Week Day Crew Member on the weekend.

35.10 If weekend overtime is scheduled for a Week Day Crew Member, the Week Day Crew Member shall be offered the opportunity to work weekend overtime on production or maintenance work on the particular piece of production equipment that the Week Day Crew Member had been working on during a normal workweek prior to the weekend period of the scheduled overtime. If weekend overtime work is scheduled for a Week Day Crew Member the shift schedule for the first shift will commence on or about 6:00 a.m. and end at 2:20 p.m. on Saturday and, if required, the second shift shall commence on or about 6:00 a.m. and end at 2:20 p.m. Sunday.

ARTICLE XXXVI - STEELWORKERS TORONTO AREA COUNCIL (STAC) FUND

36.01 The Company shall contribute \$3000 per year to the Union's STAC fund. The Company shall also match employee contributions up to \$2000 to a maximum annual contribution of \$5000.

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IN WITNESS WHEREOF the parties hereto have executed the Agreement as of the date on the first page.

UNITED STEELWORKERS

WELDED TUBE OF CANADA

Per: _____ Per: _____

John Manfre

Barry Sonshine

Per: _____ Per: _____

Aldo Brovetto

Vito Rizzuto

Per: _____ Per: _____

Neville Blair

Nick Furlano

Per: _____

Steven Carvalho

Per _____

Randy Collins

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“SCHEDULE A” CLASSIFICATION AND HOURLY RATES Group Classification Rates Per Hours

| JOB TYPE | December 1, 2007 | December 1, 2008 | December 1, 2009 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| 1 Licensed Mechanic Welded Fabricator | \$28.71 | \$29.52 | \$30.34 |
| 2 Mill Operator Slitter Operator Quality Assurance Technician Maintenance Man #1 Tooling Specialist | \$25.45 | \$26.17 | \$26.90 |
| 2B Mill Test Operator Steel Coil Receiver and Shipper Steel Utility Driver Salvage Utility Crew-Leader | \$24.57 | \$25.26 | \$25.96 |
| 3 Machine Operator #1 Mill Cut-Off Operator Pines Operator Big Mill End-Welder Maintenance Helper Maintenance Trainee Shipper/Receiver Inventory Control Steel Shunt Driver Store Keeper Tensile Shop Operator Small Mill End-Welder L.S.E. Conveyor Operator Salvage Utility Man Saw Operator | \$24.20 | \$24.88 | \$25.57 |
| 4 Tractor Driver Saw Operator Roll-shop Operator Structural Reclaim Saw Helper <u>Structural</u> <u>Recut Material Handler</u> Mill Table Operator Conveyor Operator | \$23.86 | \$24.53 | \$25.21 |

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| | | | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|
| 5 | Mill Roll-Out Slitter Helper Swaggers Pines and Roll-Out Finishers Lift Truck Operator Crane Operator Frame Carpenter Crane Helper Havens Mach. Operator Helper Structural Tooling Maintenance | \$23.56 | \$24.22 | \$24.90 |
| 6 | Labourers | \$22.66 | \$23.29 | \$23.94 |
| 7 | New Labourers | \$16.92 | \$17.39 | \$17.88 |

All wage increases are retroactive to December 1, 2007 on all hours worked.

A.01 Following ratification of this agreement - May 6/08, new employees hired as New Laborers will commence at the rate for Group 7 and will automatically progress to the rate of Group 6 as follows:

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------|---------------|---------------|---------------|
| 1. Hire rate | 16.92 | 17.39 | 17.88 |
| 2. 12 month rate | 19.79 | 20.34 | 20.91 |
| 3. 15 month rate | Group 6 rate | Group 6 rate | Group 6 rate |

A.02 The Company may appoint certain employees to act as lead hands and these employees shall be paid a premium of \$1.00 per hour for all hours worked as a lead hand. They shall have authority to direct but not to discipline any employee.

A premium of \$1.00 per hour will be paid to Mill Operators, Slitter operators and Quality Assurance Technicians for acting as crew leaders and being responsible for production, quality and safety performance.

A.03 The parties agree that the one-dollar (\$1.00) per hour above the top rate formerly paid to the Maintenance Man #1 who is a licensed tradesman is now incorporated in the hourly rate established in Schedule "A" for Group #1. A Maintenance Man #1 who is not licensed will be paid the top rate after three (3) years of on the job experience, provided that he can perform the necessary functions of the job.

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- A.04** The successful applicant for a job posting for a Maintenance Man #1 shall be characterized and paid as a maintenance trainee for a period of sixty (60) days, upon the expiry of which he shall be promoted to the Maintenance Man #1 classification. The foregoing sentence shall not apply where the successful applicant was previously a maintenance helper and had performed the duties of such classification for a least the immediately preceding sixty (60) day period. In the case of a job posting for maintenance helper, seniority notwithstanding.
- A.05** A cost of living allowance shall be paid to each employee in accordance with this article.
- a) For the purposes of this article,
- (1) "**Consumer Price Index Base**" means, the Consumer Price Index Canada, all items (1961=100) published by Statistics Canada.
- (2) "**Consumer Price Index Base**" means, in the first year of the agreement, the **Consumer Price Index** for December 1, 2005, and in second year of the agreement, the **Consumer Price Index** for December 1, 2006.
- (3) "**Adjustment Date**" means, in the first year of the agreement, April 1, 2006 and in the second year of the agreement April 1, 2007.
- (4) "**Change In The Consumer Price Index**" means, the difference between the **Consumer Price Index Base** and the **Consumer Price Index** published in the month of the **Adjustment Date**.
- b) Subject to subparagraphs (c), (d) and (e), the cost of living allowance will be paid on the **Adjustment Date**.
- c) The cost of living allowance will only be triggered and paid on an **Adjustment Date** if the **Change In The Consumer Price Index** exceeds 5 percent.
- d) The payment, if any, generated by the triggered cost of living allowance will not exceed 45 cents in any year of this three-year agreement.
- e) If the **Change In The Consumer Price Index** is negative, there shall be no cost of living allowance.
- f) Subject to subparagraphs (c), (d) and (e), a cost of living allowance equal to one cent per hour for each full .6 of a point **Change In The Consumer Price Index** will become payable for all hours paid before the next **Adjustment Date**. The amount of the cost of living allowance will form part of an employee's hourly rate.

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- g)** Should the **Consumer Price Index** in its present form and basis become unavailable, the parties will attempt to adjust this section, or if agreement is not reached, request Statistics Canada to provide the appropriate conversion.

- A.06** Students are to be hired only in sufficient numbers to cover vacations between May 1 and September 30. Students are to perform jobs in labor classifications only at a rate of ten dollars (\$10.00) per hour. Students will have Union dues deducted in accordance with the Collective Agreement.

Students will not acquire seniority and will not be covered for benefits. Furthermore, it is agreed that employee's children will be given first consideration in hiring students for this work.

- A.07** The Company agrees to discuss the formation of new jobs, increases in individual work requirements and responsibilities and specific job combinations with the Union executive and all employees directly affected by such a change at least five (5) working days prior to such a change being implemented. In the event the Union disagrees with the rate the Company has indicated will be paid for a new, changed or combined job, the Union may file a grievance under Article IX over the hourly rate indicated by the Company and, if necessary, the arbitration process referred to in Article X will be used to determine the rate paid. In deciding the grievance, the arbitrator must choose from one of the existing Job Types and the corresponding hourly rate in existence in Schedule A.

SCHEDULE "B"

WELFARE PROGRAM

The terms and conditions of the policies of the Welfare Benefits providers as outlined in Schedule B or as chosen by the Company from time to time shall govern the administration of the Welfare Benefits plans. The Company shall provide the union with a copy(s) of the insurance contract(s), and the amendments for review.

New employees hired after the date of ratification, will be enrolled in the company insured benefits plan upon completion of the probationary period.

- B.01** On and after April 2, 2006, the Company agrees to institute, maintain and contribute one hundred percent (100%) of the premium towards the following Welfare Program:
- a)** Ontario Health Insurance Plan (OHIP) - semi private.
 - b)** Group life insurance of \$50,000.00 plus double indemnity for accidental

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death plus payment for dismemberment increasing to **\$50,000.00** on **July 1, 2008**. In addition to the employee group life insurance, the Company will arrange and pay for \$10,000 life insurance coverage for an employee's spouse and \$6,000 life insurance coverage for an employee after he has retired from the Company.

- c) Wage indemnity of non-compensable accident and sickness insurance providing the amount required to meet the Unemployment Insurance Commission requirements to provide for 60% of earnings to a maximum of \$600 per week. The cost of this benefit increase is to be paid by the Company. Such payments will commence on the first day of hospitalization and of accident and the 4th day for sickness for a maximum period of fifty-two (52) weeks, for any one illness.
- d) Blue Cross or equivalent plan thirty-five cents (\$0.35) deductible for prescription drugs.
- e) Blue Cross Dental Plan Number 9 or equivalent plan at the current O.D.A. schedule. The Company will provide coverage equal to Green Shields dental plan with riders 2 and 3 at the current O.D.A. schedule with a \$25.00 deductible per family applied in each twelve (12) calendar month period.

The maximum payment for dentures is to be \$1,000 per employee. The Company will provide employees with at least two (2) years seniority, an orthodontics plan providing up to a maximum of two thousand seven hundred and fifty dollars (\$2,750) per treatment case of a fifty-fifty (50/50) co-insurance basis.

- f) Company agrees to include the following in its health benefit coverage program and amend its existing health benefit booklet accordingly:
 - i) Services of Ophthalmologist or licensed Optometrist up to \$50 a visit;
 - ii) Eye glasses or contact lenses prescribed by an Ophthalmologist or licensed Optometrist and required as a result of a cataract surgery to a lifetime of \$200 per eye;
 - iii) Breast prostheses required as a result of surgery up to a maximum of \$400 per person in a benefit year;
 - iv) Licensed speech therapist, physiotherapists and masseurs up to a maximum of \$40 per person in a benefit year;
 - v) Licensed psychologist up to a maximum of \$50 per half hour for individual therapy, \$40 per half hour for family therapy, \$20 per hour for group therapy and \$50 per hour for all other therapy and testing;
 - vi) **Eye exams to \$100 every two (2) years;**

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- vii) Licensed Podiatrists up to a maximum of \$50 per visit. Surgery is limited to \$400 per benefit year. X-Ray examinations are limited to \$55 per person;
- viii) Licensed osteopaths, chiropractors or naturopaths, up to a maximum of \$40 per visit for each category of paramedical specialist. X-Ray examinations are limited to \$50 per person per benefit year for chiropractors and \$40 per person per benefit year for osteopaths;
- ix) Licensed optometrist for visual therapy limited to \$25 per person per half hour;
- x) Implement a health care spending account as described in Section III of the report of Creative Planning Financial Group, dated October 26, 2005 to which the Company will contribute \$100 annually for each seniority employee;

Bonded Amalgam Restoration Procedure Codes: 21121 to 21125; 21231 to 21235 and 21241 to 21245

Increase the reimbursement for Paramedical Practitioner from \$20.00 to \$30.00.

The Company will provide an Alternative Health plan with enhanced benefits for members willing to accept the following conditions:

- a) A maximum dispensing fee of \$8 per prescription
- b) Drug maintenance plan for 3 month purchase

Members who enroll in the Alternative Health Plan will receive all the current benefits of the original plan with the following enhancements:

- i) Dentures increased to \$1200
- ii) Crowns & Bridges co-pay of 50% up to a maximum of \$1000 per year
- iii) Chiropractic services increased to \$50 per visit
- iv) Chiropractic X-Rays increased to \$60

- B.02 a)** The Company will establish and maintain a pension plan providing a defined monthly benefit for each year of service of \$37, increasing to \$38 on December 15, 2009 for each year of service. Commencing on November 1, 2010 the company will increase the pension plan as follows;

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\$1.00 for 15 years of past service and future service
\$1.00 for future service.

- B.03** a) The Company will pay up to \$225 per employee and dependent every two years for prescription eyeglass lenses provided the employee and dependent purchase the lenses from a city wide optical company designated by the Company.
- b) The Company will reimburse employees for prescription safety lenses after being presented with the prescription and invoice.
- B.04** Group coverage for the family will be arranged and paid for by the Company for thirty (30) months following the death of an employee. This coverage is to include the major medical, drug and dental plans.
- Health and Dental coverage will be provided to the spouse of a retired employee until the earlier of 30 months following retirement or the spouses' attainment of age 65
- B.05** a) For disabilities arising after April 1, 1990, the Company will provide monthly income benefits with the following schedule for those eligible employees whose sickness and accident plant benefits expire after 52 weeks.
- i) \$1,800 monthly income for employees with five (5) years of seniority with the Company; and
- ii) \$1,400 monthly income for employees with less than five (5) years of seniority with the Company.
- b) For the purpose of B.05, the length of service and seniority are determined at the time the employee is eligible for long-term disability according to the seniority list. The provisions of the Maritime Life long-term disability insurance quotation dated May 1996 to the Company apply to B.05.
- c) The Company will pay up to \$225 per retired employee every two years for prescription eyeglass lenses from a city wide optical company
- d) The Company will reimburse each retired employee up to \$500 during the term of the agreement for the purchase of a medically prescribed hearing aid.
- B.06** The Company will pay the premiums for a laid off employee to provide the life insurance and AD&D benefit described in B.01 b) and drugs described in B.01 d) to the end of the month following the month of the layoff.