

# Collective Agreement

Between

**Ivaco Rolling Mills  
Rod Mill**

General Partner

and

United Steel Workers of America  
**Local 7940**

Begins:  
11/05/2002

Terminates:  
08/31/2005

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Source:  
Employees:  
Received by:  
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*Thibaut Poutier*  
*Chairman*

SAFETY & HEALTH  
IN THE WORK PLACE  
THINK...  
THEN ACT!

SÉCURITÉ ET SANTÉ  
DANS LE MILIEU DU  
TRAVAIL RÉFLÉCHIR...  
AVANT D'AGIR!

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**Preamble - PURPOSE OF THIS AGREEMENT**

The parties agree that it is mutually beneficial and desirable to execute this Collective Agreement and to provide for the procedure with respect *to* the settlement of differences relating to the Collective Agreement which may arise between the parties hereto.

The provisions of the memorandum of agreement entered between the parties on the 5th day of November 2002 shall be deemed to be part of this agreement **as** though they were set forth in full herein, except that if there is any conflict between any provisions of the agreement, the provisions of the memorandum shall prevail.

**Article 1 - UNION RECOGNITION**

1.01 - The Company recognises the Union **as** the sole and exclusive collective bargaining agent for all employees of the plant in L'Orignal, Ontario, save and except Assistant Foremen, persons above the rank of Assistant Foreman, office and clerical staff, salespersons and Quality Control/Production Control personnel.

1.02 - The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit.

1.03 - Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except when regular employees are not available.

1.04 - The Company will advise the employees and Union of the names of those persons who have been appointed to the position of permanent Foremen or temporary Foreman when

such appointment occurs.

**1.05** - The Company shall not take disciplinary action against any employee, where the circumstances arise out of a conflict in orders from management.

1.06 -The Company will use apprentice Trades Employees to perform work that is within the scope and time constraints of upcoming projects.

**1.07 a) - As** used in Article 1.03 the term "persons" shall be deemed to mean those employees of the Company whose jobs are not included in the bargaining unit. It is not the intent of the Company to utilise outside contractors in lieu of its own employees. However, the Company shall continue to use outside contractors but shall, wherever practicable, and especially during layoffs, have such work performed by employees within the bargaining unit, providing they have the necessary skills.

**1.07 b) –** The parties recognize that the exchange of information in this Article concerning contracting-out is necessary to ensure that the Union is aware of the reasons why the decision to contract out was made. When the work is contemplated with sufficient advance time, proper notice will be given in accordance with this Article. This process will allow the union to propose viable alternatives to contracting out.

The Company agrees to meet with a member of the contracting committee or his designate to discuss any alternatives which cannot be dealt with at the monthly meeting.

The Company will inform the Union of **all** bargaining unit work which is to be contracted out, prior to such work being performed.

in cases of emergency, a Union representative on site will be informed.

In all other cases, the Contracting Committee will be informed.

The Company will furnish the following information to the Contracting Committee at the earliest opportunity before the work commences:

1. Location of the contract out work.
2. Type of contract work.
3. Estimated duration of work.
4. Trades or occupations to be involved.
5. Anticipated utilisation of bargaining unit manpower either in conjunction with or peripheral to the contract work to be performed.
6. The company's reasons for contracting the work, including but not limited to such considerations **as:**
  - a) Effect on operations if construction or maintenance work is not completed on time;
  - b) Economic and financial rational;
  - c) Minimizing potential fluctuations in the levels of the bargaining unit work force;
  - d) The building of and start-up of a new production facility or operation.
7. The name of the Company to whom the work will be contracted out.

1.07 c) - The Company will advise the Union of its plans to upgrade the skills of bargaining unit employees.

1.07 d) - The Company will use its best efforts to ensure tradespeople used by contractors are qualified tradespeople.

1.08 a) - A regularly constituted committee consisting of four **(4)** persons (except that the committee may be enlarged by mutual agreement of the parties), half of whom will be members of the bargaining unit and designated by the Union in writing to the plant management and the other half designated in writing to the Union by the plant management, will attempt **to** resolve problems in connection with the operation, application and administration of contracting out.

In order to facilitate productive discussions, the parties will exchange agenda items prior to the meeting. Minutes of the meetings will be jointly produced.

The current notification procedure may be amended by agreement of the parties.

1.08 b) - Such committee will discuss any other current problems with respect to contracting, brought to the attention of the committee.

1.08 c) - Such committee will meet on a monthly basis.

## **Article 2 - NO DISCRIMINATION**

2.01 - There will be no discrimination, coercion or intimidation practised by the Company or the Union or their representatives against any employee for any reason because

of race, ancestry, colour, ethnic origin, citizenship, creed, **sex**, sexual orientation, age, record of offences, marital status, family status, handicap, place of origin, union membership or participation or non-participation in union activities.

2.02 - Neither the Union nor any employees will engage in any Union activities not included within the terms of this Agreement on the premises of the Company except with the permission of the Manager, Personnel and Industrial Relations or his delegate.

### **Article 3 - MANAGEMENT RIGHTS**

3.01 - The Union recognizes that the Company has the exclusive right to direct and operate its business according to its judgement, subject only to the restrictions imposed by this agreement or by law. The Company has the right to impose and change at different times reasonable rules and regulations to be observed by the employees; these rules and regulations must not be contrary to the provisions of this agreement. The Company will advise the Union Executive, and notify, in writing, the Union Executive and all employees of any changes made to the discipline code or safety rules.

For the health, safety and well-being of all employees, employees will report to the medical department for evaluation of the illness or injury that gave rise to the occurrence or situation upon returning to work after any illness or injury. Should the Company not authorize an employee's return to work because of the requirement for additional information or clarification of medical information, said employee will be paid at his regular rate of pay for such time lost from work. However, said employee

will not be compensated if this additional information **shows** he can not return to work because of medical reasons. if requested, the diagnosis will be forwarded to the employee's family physician.

#### **Article 4 - STRIKES AND LOCKOUTS**

4.01 • During the period this Agreement continues to operate, there shall be no strikes called or authorized by the Union or any of its officers, nor shall employees participate in any strike action. Furthermore, the Company shall not lock out any of its employees.

4.02 • As used herein the terms "strike" and "lockout" shall be **as** defined in the Ontario Labour Relations Act.

#### **Article 5 - UNION SECURITY**

5.01 • Employees who are members of the Union must remain members of the Union.

5.02 - The Company shall deduct Union dues including, where applicable, initiation fees, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

All dues, initiation fees shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. **Box** 13083 Postal Station '**A**', Toronto Ontario M5W 1V7 in such form as shall be 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.

The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a). **A** list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b). A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified above in such form as shall directed by the Union to the Company.

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

5.03 - The employees must sign a form authorizing the Company to deduct the Union dues mentioned above and the Union initiation fee.

A copy of this authorising form, which will include the Social Insurance Number and address of the employee, will be remitted to a designated official of the Local Union.

5.04 - **The** Union will save the Company harmless from any and all claims which may be made against the Company for amounts deducted from pay as herein provided.

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5.05 (a) - The Company will advise the Union, with a copy of the Personnel Report, of all retirements, hires, dismissals and terminations, promotions, bumping, layoffs, recalls, address changes, and social insurance numbers of employees.

5.05 (b)- The company will give to the Union a copy of job postings.

A copy of the weekly schedule will be provided to the Union prior to 5:00PM on Thursday.

Pool employees (i.e. those employees who have no posted job) may have their schedule changed up to 2:00PM on Friday due to unexpected requirements. Employees will be contacted as soon as possible, but in no event later than 2:00PM on Friday, and Clause 18.09 will not apply. A message left on an employee's answering machine, or "no answer" in case the employee has no answering machine, is deemed to be contact for the purposes of this clause.

## **Article 6 - UNION REPRESENTATION**

6.01 a) - The Company and the Union recognize that stewards and members of the Negotiating Committee, the Grievance Committee, the C.W.S. Committee, the Safety Committee, (1) WCB representative and Contracting Out committee have regular duties to perform. Therefore such persons shall not leave their work for the purpose of conducting any business on behalf of the Union or other employees without first obtaining permission from their respective immediate supervisors. Such permission shall not be unreasonably withheld, and where it is not granted immediately it will be granted as soon as possible.. In recognition of employees observing the terms hereof, the Company will pay stewards and members of any Union

Committee at their applicable rate of pay for time spent in meetings with the Company representatives or to perform union duties on the Company premises, when approved by the Company.

6.01 b) **An** employee has access to his personal and medical file on record with the Company; and at his discretion may be accompanied by his Local Union Representative when reviewing such file. Copies **of** material contained in the employee's personal file will be provided on request of the employee. Copies of the material contained in an employee's medical file will be provided to the employee, subject to the discretion of the Company's Doctor to withhold information for the reasons set out in the Health Disciplines Act.

6.01 c) • For the purpose of clarification, employees will normally only receive orders from their immediate foreman.

6.02 • The Company will agree to pay members **of** the negotiating committee when negotiating on their off-day. Four **(4)** employees will compose the negotiating committee of Local 7940 provided that there shall not be more than two **(2)** employees from the same department. Those employees who are members of the negotiating committee of the Union will not lose wages for that time they spend in direct negotiations with the Company for the renewal of this agreement, excluding all sessions in arbitration to final settlement.

For the renewal of the Collective Agreement the Company agrees to pay the members of the Negotiating Committee in meeting with the Company **as** follows:

• Eight **(8)** hours at regular pay when meeting with Company for eight **(8)** hours or less

- Twelve (12) hours at regular pay when meeting with the Company for eight (8) hours or more.

If the day in question is a scheduled day off, then the member of the committee will take an alternate day off **as** mutually agreed upon between the member and his Supervisor.

**6.03** - The Union will advise the Company, in writing, of the names of employees who may act on any committee or as stewards. The Company shall not recognize such persons until official written notice has been received from the Union.

**6.04** - The Company recognises the right of the Union to appoint or otherwise select stewards in the number equal to the number of Foremen appointed by the Company.

**6.05 a)** - **At** meetings held to discuss any matters of administration of this agreement, the Union will be represented by the Local Unit Chairperson or his designate, and a member of his choice. In addition, Representatives of the Union may be present.

**6.05 b)** - The Company recognises that the Unit Chairperson or his designate is **ex-officio** member of all committees; any committee member may be replaced by the Unit Chairperson of the Local Union.

**6.06** - The Unit Chairperson of Local 7940 will be affected to Union activities ten (10) hours per week, paid by the Company, with benefits and seniority rights. Such time is to be taken at the discretion of the Local Union, on or off Company premises.

Similarly, the Chairperson of the Joint Health Safety Committee will be affected to Union activities for sixteen (16) hours per month, to perform Safety and Health functions.

6.07 - When there is a lay-off due to lack of work, the Unit Chairperson of Local 7940, the Grievance Committee Chairperson, and the Safety Committee Chairperson, at the time of lay-off, will, in that hierarchical order, be the last to be laid-off and the first to be recalled on condition that they are qualified to reasonably fill an available job.

6.08 - When an authorised Union Representative wishes to speak to any Local Union Representative or any employees during working hours, he shall first obtain permission from the Manager, Personnel & Industrial Relations of the Company or a designate who shall arrange a place for the meeting.

6.09 - The Company will make arrangements for the Unit Chairperson and worker JHSC co-chair to meet new employees during their first week of employment to advise them of the existence of the Union and of their rights and obligations.

### **Article 7 - GRIEVANCE PROCEDURE**

7.01 (a) - it is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible; it is generally understood that employees' complaints can best be settled by their immediate Foreman.

Any alleged grievance which arises concerning a corrective or disciplinary measure or the interpretation, application or

violation of this agreement will be dealt with in the following manner.

Employees or their steward should first bring a complaint to the attention of their immediate supervisor. In the event that the supervisor's answer is not to the satisfaction of the employee, the following steps of the grievance procedure may be invoked:

**7.01 (b)** - Any error in the descriptive wording of the grievance, excluding time period limitations, will not prevent proceeding with the grievance on its merit.

**7.02 (a)** Step I- Within ten (10) working days after the date of the circumstance(s) giving rise to the alleged grievance, the grievance will be stated in writing signed by the grievor and a shop steward, and presented to the employee's immediate supervisor.

A meeting will be held with the grievor, a shop steward, the supervisor and one other management representative if requested by the supervisor. The supervisor shall give his written decision to the steward and to the grievor within five (5) working days of the presentation of the grievance, or within a delay mutually agreed upon.

**7.02 (b)** Step No. 2 - **If** no settlement is reached in accordance with **7.02** above, the grievance may then within five (5) working days that follow, be stated in writing, signed by the grievor and presented to the Department Superintendent.

Within four (4) working days, the Department Superintendent or such other person as may be designated by the Department Superintendent will make meeting

arrangements with one (1) grievance committee member, the shop steward who was present at the first step and the grievor. The Company will be represented at the meeting by the Department Superintendent and/or such other persons as may be designated by the department superintendent. At the sole discretion of the union, the shop steward may be replaced by a another steward or union committee person. A written reply will be given within three (3) working days after this meeting has been held. If the grievance is not settled at this stage, within five (5) working days of the Department Superintendent's or his designate's decision, it can then be submitted in writing to the Plant Manager or his designate at step. No. 3.

7.02 (c) Step no. 3 – The Plant Manager or designate, and such management representatives as he may designate, will hold a meeting with the Union grievance committee, which may be accompanied by a full time union staff representative, within five (5) working days of the presentation of the grievance. The Plant Manager or his designate shall give his written reply to the grievance committee chairperson within five (5) working days following the meeting, or within a delay mutually agreed upon.

For grievances that require immediate attention, either party may request that the above time limits be adhered to. Normally, third (3) step meetings will be scheduled once per month at a mutually agreed time, with no more than 20 working days between meetings, unless there are no grievance(s) to be heard. These meetings will be held from 1000h to 1200h and the Company will make arrangements for the Union grievance committee to meet to prepare from 0800h to 1000h.

7.02 (d) - The grievance committee will be permitted to

meet on company premises for a maximum of four (4) hours per month, paid by the company, at a time mutually agreed upon for the purpose of handling grievances. At the discretion of the Union, this time may be taken by allocating a total of a grand total of twelve (12) hours per month to any member(s) of the committee for the purpose of handling grievances.

7.03 - The time limits prescribed by this article and any other articles dealing with grievances and arbitration can only be extended by written consent of the parties. The said time limits do not include Saturdays, Sundays, Holidays, or Plant shutdown.

7.04 - If the procedure set out above does not result in a settlement of a grievance, then, within forty-five (45) days, the grievance may be referred to arbitration.

7.05 - Should the Union or the Company fail to observe any of the time limits set out herein, then the grievance shall immediately advance to the next step, excluding arbitration which is subject to the time limitations set out in Article 7.04.

7.06 - At any stage of the grievance procedure and arbitration, an employee may have the right to use either French or English language, as he may choose, in dealing with his grievance.

7.07 - If the Union claims there has been a general violation of any of the terms of this agreement, the Union may submit a policy grievance, dated and signed by either a full-time representative of the Union or the Unit Chairperson at Step 3 of the grievance procedure, such grievance to be submitted within twenty (20) working days of the alleged violation. This article shall not be used to replace the regular grievance procedure set out in Article 7.

7.08 - The Union has the right to initiate Group Grievances (two (2) or more employees when there is an alleged violation of the same article at the same time) at step two of the grievance procedure.

Grievances under this article will be filed within ten (10) working days of the alleged violation.

7.09 - Grievances concerning job descriptions and classifications may be lodged by the CWS Committee at Step No. 3. Grievances under this article will be filed within thirty (30) working days of the alleged violation.

7.10 - The Company has the right to file a grievance hereunder by sending a notice in writing to the Unit Chairperson within fifteen (15) days following the event which gives rise to the grievance. The Unit Chairperson must give the Company a written answer within fifteen (15) days of the sending of the grievance by the Company. If the Union's answer is not satisfactory or is not made within such delay, the Company may then bring the matter to arbitration by applying the application sections of this article mutatis mutandis.

7.11 - When either party requests that a grievance be submitted to arbitration, it shall make such request in writing, addressed to the other party to this agreement. The party submitting the grievance shall propose a list of three arbitrators, and shall specify if a bilingual arbitrator is required. Within five (5) days, the other party shall respond, and if one of the proposed arbitrators is not agreed to, shall propose three additional arbitrators. If agreement is not reached within ten (10) days, then an arbitrator will be selected in rotation from the following list:

- 1) Dean D.L. Adell
- 2) Prof. J.E. Roach
- 3) Michel Bendel
- 4) Brian Keller
- 5) Harvey Frumkin
- 6) Richard Brown

Any member of the panel of arbitrators who having been requested to act as sole arbitrator on an arbitration case, shall be unable or unwilling to act as sole arbitrator, he shall not again be requested to act until his name comes up again on the roster of panel members on a rotation basis.

If an arbitrator on the rotation list is unable to hear the case within 6 weeks of the request, the next arbitrator on the rotation list may be used, at the option of the party making the request.

The rotation list may be amended by mutual agreement of the parties.

Upon mutual agreement, the parties may use an arbitrator other than those on the rotation list.

In the case of a grievance concerning the CWS program, the following **list** of arbitrators shall be selected from on a rotation basis:

- 1) B. Edwards
- 2)
- 3)

7.12 - Any safety grievance which proceeds to arbitration may be settled by either the arbitration procedure agreed to in this collective agreement or through the Ontario Labour

Relations Board, as the *grievor* may choose.

7.13 - Employees whose attendance is required at arbitration hearings will receive permission to be absent from work.

7.14 - Each party shall pay its own costs and expenses and also the costs and expenses of the witnesses which it called. The fee and expenses of the arbitrator shall be paid equally by the parties.

7.15 - The arbitrator shall not render any decision which is inconsistent with the terms of this agreement, nor shall he add to, alter or amend any of its terms or deal with any matter not contained herein. The decision of the arbitrator shall be final and binding on the parties to this agreement.

7.16 - At any stage of the grievance procedure, including arbitration, the parties can have recourse to the employee or employees involved, and any necessary witness; the reasonable necessary dispositions shall be taken to permit the parties to have access to the establishment to view the operations and to consult with necessary witnesses.

The Union Representative shall have access to the Plant from the Third step (7.02(c)) until arbitration, to take the necessary information or proof relating to a grievance or grievances of any nature whatsoever and to discuss with the necessary witnesses; he shall previously have obtained permission from the Plant Manager.

7.17 - The decision of an arbitrator, including the arbitrability of a grievance, is final and binding upon the parties and becomes executory following expiration of the seven (7) working days following the reception of the decision rendered by the arbitrator.

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7.18 • With the exception of the time required to present the grievance, an employee cannot leave his working place or his work because of an alleged grievance, but he shall continue to work until a final decision has been rendered on his grievance in conformity with the grievance procedure provided by this agreement (subject to Article 11).

7.19 - Except for probationary employees, no employee shall be discharged or disciplined without just cause.

Employees who have not finished their probationary period may be terminated at the sole discretion of the Company.

in the case where a claim alleges that an employee has been discharged or suspended the grievance shall be initiated directly at Step Three (3) within ten (10) working days of the receipt of the Disciplinary Measure Report. Any grievance concerning a disciplinary measure other than discharge or suspension shall be initiated at Step One of the grievance procedure within ten (10) working days of its occurrence. A suspension which is grieved, other than one resulting from the accumulation of sixty (60) demerit points, will be implemented following the third step grievance answer.

7.20 - Disciplinary measures and warnings will be given orally in the presence of a Union Steward, or other Union Officer, or in writing with a copy to the employee and either the employee's Steward or other Union Officer. Before a warning is given in writing, it will be discussed orally with the employee and a Union Steward, or other Union Officer.

All disciplinary notices will be given within ten (10) working days of the incident giving rise to such notice.

On the 10th day **if** the employee is not available the disciplinary notice may be presented to the Unit Chairperson or his designate.

**7.21 - An** employee who wishes to initiate a grievance and is prevented from doing so because he is physically or medically incapacitated or *incarcerated* may initiate such grievance within ten (10) days of his recovery or release as the case may be.

The employee will not be compensated in any way for the time of such incapacitation or incarceration should the grievance be successful.

**7.22 -** If it is decided or agreed upon at any stage of the grievance procedure, or if an arbitrator judges that an employee has been unjustly discharged, or that a sanction has been too severe, the management must return him to his employment without loss of seniority and shall pay the employee the amount which he would have normally earned had he been working his regular working hours, or the amount agreed upon by the parties which, in their opinion, is just and equitable, or in the opinion of the arbitrator if the case is submitted to arbitration.

### **7.23 - Expedited Arbitration Procedure**

#### Preamble

The parties agree that the purpose of Expedited Arbitration is for the fair and quick settlement of disputes. The parties will consent to utilize this process where the grievance does not require a complex decision which would establish a new principle or precedent in the relationship between the parties, will not result in a lengthy hearing, or where the parties otherwise agree in writing to submit the grievance

to this process. Any grievances that are not heard through the expedited procedure will be processed through the regular procedure.

.01(a) The date for the hearing will be scheduled within ten (10) *working* days of the submission to arbitration, unless an extension of time is mutually agreed upon by the parties. The hearing date shall be the first date available to the agreed arbitrator.

.01(b) Within one month of ratification, the parties shall develop a list of arbitrators suitable for the expedited arbitration process.

.02 Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Union and a designated representative of the Company. Attendance of other persons at the arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented, or are otherwise acting in an advisory capacity.

.03(a) The hearing shall be informal.

.03(b) The parties may file written briefs to the arbitrator, with copy to the other party. Such briefs will be filed at least two days prior to the hearing and will be a maximum of five (5) pages in length, and may make limited use of legal authorities, if any.

.03(c) There shall be no formal evidence rules.

.03(d) Prior to the hearing, the parties shall determine which, if any, of the facts relevant to the grievance are in dispute, *and where possible shall submit a statement of agreed facts.*

.03(e) The Arbitrator shall have the obligations of ensuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

.03(f) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

.03(g) If the Arbitrator concludes at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to the Local Union for final deposition.

.03(h) The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. The decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion.

.04(a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

.04(b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article 7 of this Agreement.

.04(c) The Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator. The Company and the Union agree that the fees and expenses of the arbitrator shall be such as he may reasonably require.

.04 (d) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party unless it is mutually agreed that they will be instructive to the parties in reaching agreement in any subsequent proceeding before the expedited arbitrator.

### **Article 8 SENIORITY**

8.01 • **An** employee will be on probation and will not have any seniority with the Company until after he has completed three hundred and sixty (360) regular working hours from his date of hiring. Seniority will then date back to the date he was hired. If, however, a probationary employee is laid off and is re-hired after lay-off within a period of three (3) consecutive calendar months, he will be given credit for time worked toward completion of his probation period. When an employee completes his probation period, his seniority will date back three hundred and sixty (360) regular working hours.

8.02 • All probationary employees shall be classified as temporary and they will benefit from all rights of this Collective Labour Agreement. However, Articles 22.01 to 22.04 (Paid Holidays) and Articles 25.01 to 25.05 (Insurance Program) will become effective after the completion of thirty (30) regular working days by an employee.

8.03 (a) - Seniority as defined below will apply *to* lay-offs from the Plant or from a job, recall to work following lay-off, promotions to higher paying jobs, transfers to jobs of equal pay, promotions to jobs on day shift or to lower paying jobs in accordance with the provisions of this Article.

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(b) Seniority is defined **as** an employee's starting date in the Plant, subject to the provisions of this Agreement covering the probationary period of service. This seniority is the only seniority recognised by the Company in the line of progression **as well as** all other jobs.

(c) In the event of disputes involving seniority for employees hired the same date, the employee assigned the lower number shall be more senior.

8.04 - In all cases of promotion to a higher paying job, transfer to a job **of** equal pay or to a lower paying job, demotion to a lower paying job or promotion to a job on day shift, seniority shall be the governing factor provided the employee has the skill and ability to perform the work assigned. The academic qualifications required must bear a practical relevance to the work to be performed.

In all cases of an employee having been awarded a job by the job posting procedure, the promoted employee will be entitled to **a** trial period not exceeding two hundred and forty **(240)** hours.

8.05 - Annexed hereto and constituting a part of this agreement is a line of progression. Except **as** hereinafter provided, seniority for purpose of lay-off, recall, promotion, promotion to a job on day shift and demotion **will be** applied within the line of progression.

8.06 (a) - Lay-offs from the plant or from a **job** shall be made from the man-power reserve, the posted jobs and from the first job in the line of progression. A laid off employee may exercise his bumping rights on a plant-wide basis to displace the junior employee in any job **as** per article 8. All

probationary and temporary employees shall be laid off ahead of those who have acquired seniority unless such employees possess special qualifications which are not available through other employees. In all cases of lay-off the local Union will receive a copy of the employee's lay-off notice.

8.06 (b) Posted job is defined as the first job in the line of progression and all other jobs not in the line of progression.

8.06 (c) A laid-off employee on a posted job or a laid-off employee who has been bumped to the bottom job in the line of progression may exercise his bumping rights to any job in the line of progression, held by a junior employee, provided he had previously held the job on a permanent basis. Employees may exercise their bumping rights to the job of Mill Crane, even if they have not previously held that job on a permanent basis.

8.06 (d) Notwithstanding article 8.06 (c) an employee who is laid-off for a period of thirteen (13) weeks or more will be provided with a trial period of up to 240 hours on the job into which he bumps and an employee who is laid-off for a period of twelve (12) weeks or less will be provided with a trial period of up to 240 hours on the job into which he bumps, provided said job is a job class 8 or less.

8.06 (e) Before a lay-off occurs an employee awarded a job on a temporary basis will be returned to his permanent position.

**8.07 (a)** - Recall to work following lay-off or bumping shall be on the basis of seniority. Insofar **as** it is practicable to do **so**, employees will be returned to the jobs from which they were laid off or bumped out of whenever work becomes available, up to a maximum of thirty-six (**36**) months. In all cases of an employee having exercised his recall rights, he must be provided with a training period of up to 240 hours.

**8.07 (b)** **An** employee who refuses to exercise his bumping rights and elects to take a lay-off will not be recalled unless the job from which he was laid off becomes available. Said employee must advise the Personnel Office if he wishes to return to any other vacant job.

**8.07 (c)** Should a laid-off employee request to be recalled to a job lower than that from which he was laid off, said employee must advise the Manager, Personnel & Industrial Relations of such request, in writing, at the Personnel Office, before becoming eligible for recall to such a position.

**8.07 (d)** The Company will **ask** a Union Representative to witness a call back of any permanent employees who are on lay-off. The Union Executive will supply one (1) such Representative whom they will select. This Representative will be paid his regular wage rate while witnessing these call-backs, subject to Article 20.01.

**8.07 (e)** - **An** employee who is laid-off for a period exceeding 12 weeks and who is entitled to recall **as** per the provisions of the Collective Agreement may at his discretion, when notified of his recall, elect to refuse such recall and remain on his existing job which he received by bumping, or permanent posting, and he will then forfeit all recall rights to his former job.

However, **an** employee who is laid-off for a period of 12 weeks or less must accept a recall to the job from which he was laid-off, unless he has received a permanent posting subsequent to his lay-off.

8.08 a) - The Company agrees to provide employees with as much notice of layoff as possible and will provide the specific notice as set out in this article. An employee who is to be laid off from the plant for an indefinite period will be given notice **of** five **(5)** working days. If the notice is shorter than the period specified, then payment for the number of days remaining up to five **(5)** working days will be made in lieu thereof.

**An** employee who is laid off from the plant for a temporary period of greater than two **(2)** calendar weeks and less than thirteen calendar weeks will be given notice of five **(5)** calendar days. If the notice is shorter than the period specified, then payment for the number of days remaining up to five **(5)** calendar days will be made in lieu thereof. If the duration of the temporary layoff is extended, then no additional notice will be provided.

For layoffs of greater than thirteen **(13)** calendar weeks, the provisions of the **Employment Standards Act** apply.

8.08 (b)- If a laid-off employee is re-called to his regular job from another job in the plant, and is laid-off from his regular job after thirty **(30)** days of work, said employee is entitled to a lay-off notice.

8.09 (a) - Other than emergency situations, in all cases of total or partial shutdown of the plant for repair purposes, or installation of new machinery or other equipment, the Company will keep the maximum of its employees who can

perform the available jobs required based on seniority.

8.09 (b) Where an emergency situation requires a shutdown of two (2) working days or less, employees on site by seniority will be given the opportunity to perform any available work. Employees must have current knowledge of the job and be able to perform all aspects of the job without training or a familiarization period.

8.09 (c) Should the company decide to shut down part or all of its operations solely for the purpose of benefiting from the selling of electricity, employees affected by the shut-down will not suffer any monetary loss, any reduced benefits, or credited service for a shut-down of a duration of up to seven (7) consecutive days, or a maximum of ten (10) cumulative days in any calendar month.

8.10 - During the week of the fifteenth (15th) of May of each year and each four (4) months thereafter, the Company will prepare and post on the bulletin boards seniority lists as per the existing practice of all employees who have completed the probationary period. A copy of each seniority list will be sent to the Union office and the Local Financial Secretary. Furthermore, the Company will supply the Union and the Local Financial Secretary on a monthly basis with the names and hiring dates of all new employees as well as the termination date of those whose employment is discontinued.

8.11 - Seniority shall continue to accumulate during:

- (i) an authorised leave of absence;
- (ii) an absence due to an industrial sickness or industrial accident covered by the Workers'

- Compensation Board;
- (iii) an absence due to lay-off for a period equal to his plant seniority up to a maximum of thirty-six (36) months;
  - (iv) an absence due to non-industrial sickness or non-industrial accident for a maximum of thirty-six (36) months;
  - (v) a transfer to a non bargaining unit job for a period not exceeding six (6) months.

8.12 - **An** employee loses his seniority and employee status and his name is removed from all seniority lists for any of the following reasons:

- i) if the employee voluntarily leaves his employment;
- ii) an absence due to a lay-off for a period equal to the seniority up to a maximum of thirty-six (36) months;
- iii) if he is discharged for just and valid reason and is not reinstated according to the provisions of this agreement;
- iv) if the employee is laid off and does not return to work within a maximum of seven (7) working days after the Company has advised him by registered mail or telegram to do so, sent to his last known address according to the Company's records. A copy of this notice must be sent to the Union. A laid-off employee must advise the Company, in writing by registered mail of his changes of address.
- v) if he is absent for three (3) consecutive working days without a valid reason satisfactory to the Company and without contacting the Manager, Personnel & Industrial

Relations to receive permission for such absence;

- vi) if he is retired;
- vii) an absence due to a non-industrial sickness or non-industrial accident for a period equal to his seniority up to a maximum of thirty-six (36) months;
- viii) effective August 28, 1990, if he is transferred to a non-bargaining unit job and not returned to the bargaining unit within twelve (12) months. Effective November 5<sup>th</sup>, 2002, if he is transferred to a non-bargaining unit job and not returned to the bargaining unit within six (6) months

### **LINE OF PROGRESSION**

8.13 • The line of progression annexed hereto will only be changed after prior negotiation between the Company and the Union Committee. This does not mean that all positions within the Line of Progression must be maintained.

8.14 (a) • Employees will be promoted and progress through the line of progression set out hereto in accordance with their seniority. The position of Lead Hand shall be at the top of the line of progression or section and shall only be filled by appointment by the Company at its discretion. **An** employee may refuse such appointment, except where such refusal could result in an interruption **of** any of the Company's operations. In such case, the junior qualified employee must accept the temporary promotion. This does not mean that the line of progression or all sections will have a Lead Hand classification, nor that there is an obligation to maintain such

a position.

**8.14 (b)** - For the line of progression with Lead Hands, the Company will, as soon as practically possible, train volunteers on each shift to replace the Lead Hand on breaks and temporary absences.

This training will be awarded by seniority on a shift by shift basis.

Those employees who have accepted this training will give a written notice of up to three (3) months should they not wish to perform this work in the future, to allow the Company to complete appropriate training for another employee. When notified, the Company will train the replacement volunteer up to 240 hours on each job and such training will commence no later than 28 calendar days following receipt of the notice mentioned above.

**8.14 (c)** **An** employee in the line of progression on a temporary basis will be the last to be promoted and the first to be demoted from such a position.

**8.15** - Employees being demoted for other than disciplinary reasons will move down through the line of progression by seniority with employees in the highest jobs displacing those employees who have less seniority in the jobs immediately below, regardless of the manner in which promotion was made, subject to Article 8. **An** employee(s) being demoted may remain in the job immediately below should the Company so choose.

**8.16 (a)** - Vacancies for permanent positions will only be open to employees in the specific line of progression. The employee with the most seniority in the job immediately below the vacancy will be promoted, unless such employee

requests to remain in his existing job, or the employee with the least seniority in the job immediately above the vacancy will be demoted, as the Company may choose.

**8.16 (b)** In the case of promoting to fill a vacancy in the line of progression, the job will only be posted according to Article 9 if all employees in the line of progression refuse the promotion and request to remain in their existing jobs.

**8.16 (c)** In the case of any vacancy, within the line of progression, which is not classified as permanent the Company may temporarily transfer ~~an~~ employee into said position ~~as~~ per the temporary transfer conditions of this collective agreement (i.e. said employee shall return to his regular job when the temporary transfer period is terminated. Similarly, all employees affected by this return shall also be returned to their previous jobs).

**8.16 (d)** Should a temporary position in the line of progression become permanent, the line of progression employee temporarily filling said position must first return to his permanent position before this position is filled on a permanent basis.

**8.17** - An employee will have the right to leave the line of progression. In such case he shall first present his request in writing to the Department Superintendent, accompanied and witnessed by a steward. When vacancies are filled which result from his request to leave the line, he will be transferred to another vacant classification that he can perform, or he can apply for any vacant job posted, as per the provisions of Article. 9.

**8.18** - An employee may request to revert to the next lowest **job** in the line of progression. In such case, he will present

his request in writing to the Department Superintendent accompanied and witnessed by a Union Steward. Such request shall state his reasons. An employee who is allowed to move down for medical reasons will not be allowed to return to his former job without first being examined and approved for the move, by a Doctor mutually agreed upon by the Company and the Union.

8.19 - The employee who is temporarily replacing another employee who is absent for a valid reason, shall return to his regular job when the absent employee returns to his regular job, or when the Company decides the absent employee's position should remain vacant.

Should more than one employee be temporarily replacing other employees on the same job, the senior employee(s) will have the first option to return. The junior employee must return to his regular job if the senior employee(s) elect not to return to his regular job.

### **Article 9 - JOB POSTING**

9.01 (a) - A permanent job becomes vacant when an employee dies, retires, leaves the service of the Company, is discharged, is promoted, demoted, promoted to day shift, or when a new job is created.

9.01(b) A temporary job becomes vacant when an employee is ill, injured on an approved leave of absence, transferred to a non-bargaining unit work for a period of up to six (6) months or on an approved assignment for Union business.

A temporary posting to replace an employee who is ill or injured terminates at the expiry of 36 months from the date of assignment to the job. The job, if still vacant, will be posted as a vacant job.

9.01(c) Where an employee in the line of progression is applying for a temporary vacancy, only one (1) employee in the line of progression will be released to fill such temporary vacancies; however, solely at the Company's discretion, an additional two (2) employees in the line of progression may also be released to fill such temporary vacancies. No further employees shall be released from the line of progression until the first employee returns to the line of progression. Employees classified within a trade position are excluded from applying for a temporary vacancy.

9.01 (d) Employees on a temporary posting are excluded from applying for another temporary vacancy for a period of 4 months. However, they may apply at any time for a temporary vacancy in a higher job classification or on non-continuous operations. Employees classified within a trade position are excluded from applying for a temporary vacancy in a non-trade position. Employees in the positions of roll grinder, roll turner, and guide machinist may apply for a temporary vacancy where the vacancy is known to be for a duration of six (6) months or more.

9.02 - For purpose of posting, vacant jobs shall only occur:

- (a) in the posted jobs above the rank of Job Class No. 1;
- (b) in the first step in the line of progression, inclusive of all maintenance, production, trade and craft jobs.

9.03 a) - In the event the Company decides to fill any vacant job, a notice will be posted on the plant Bulletin boards for five (5) consecutive working days. During that period any employee, or Union Representative should an employee be

absent for a valid reason, may make application, in writing on forms provided for that purpose, for transfer to the posted vacancy. Applications shall be made in triplicate, with one copy being given to the employee's Foreman, one to the employee's steward and one retained by the employee. No later than five (5) days after the expiration of aforementioned time limits, the Company must post the award which then becomes executory.

**9.03 b) -** The notice of posting will indicate the vacancy, the operation (continuous or non-continuous) and the shift on which the vacancy occurred (A-B-C-D).

**9.03 c) - An** employee who is awarded a posting for a vacancy on an indicated shift, will be transferred to such shift.

**9.04 -** All applications will be considered by the Company, and the assignment to the job will be subject to the conditions stipulated in Article **8.04**. However, if none of those applying has the skill and ability or if no applications are received, then **the** vacant job may be filled from any source available that meets these requirements.

**9.05 -** As per the Company's past practice, all temporary transfers on the **same** shift shall be done by seniority on a voluntary basis. If everybody refuses then the least senior employee will be transferred (Subject to article **8.04**).

**9.06 -** If an employee receives a job through the posting procedure and is then unable to meet the requirements of that job, he will be returned to the job from which he was transferred. However, the job will not again **be** posted. Instead, the original posting will be re-examined for possible assignment in accordance with **9.04** above. Other employees

displaced as a result of this posting **will** be returned to their former jobs, provided such jobs still exist.

9.07 • The Company may fill any vacant job on a temporary basis while the posting procedures are being invoked. The experience acquired by the employee placed on the job during this temporary period will not be considered if he is one of the applicants, except on an apprenticeship program.

9.08 • A job shall not be considered vacant for posting where the job will not last beyond thirty (30) working days.

9.09 • The senior employee who is temporarily replacing another employee by the job posting procedure, shall have the **first** option to return to his permanent job when an absent employee returns to his permanent job. Similarly, all employees affected by this return shall also be transferred back to their permanent jobs. Should the senior employee refuse this option to return, then the junior employee must return to his permanent job, as per the method defined in article 8.19.

9.10 • Prior to hiring new employees, laid-off employees from the other Bargaining Units at Ivaco Rolling Mills will be given an opportunity to fill these jobs, provided they have the skill and ability and a satisfactory employee record. They will accumulate seniority in each respective Bargaining Unit as per art. 8. Benefits, vacation, and pension entitlement will be as per total accumulated service. The Pension Plan Texts will be amended to provide for transfer of credited service for the calculation of the pension payable, as well as for entitlement to early retirement.

**Article 10 - LEAVE OF ABSENCE**

10.01 (a) – A leave of absence without pay of one (1) working day or less will be granted to an employee after a request in writing has been made and the foreman has approved the request in writing.

Requests will be made one (1) week in advance of the requested leave, with an answer to be provided within two (2) working days of the request. Requests made on an urgent basis will be considered promptly.

Such leave shall not affect the benefits and the seniority standing of the employee on leave.

10.01 (b) - **An** employee may be granted a leave of absence for a longer duration for a personal reason:

- (a) if he makes a request in writing to Management;  
**and,**
- (b) if the request is well founded and if the leave of absence does not hinder the operations, except in emergency cases where the leave of absence will in any case be granted.

10.02 - At most four (4) employees at a time, but not more than one (1) from any department, shall be granted leave of absence without pay to attend Union Conventions or to look after Union Affairs, including courses given by the Canadian Labour College. In case of seminars for officers, committee members, stewards, more than two (2) employees may be granted a leave of absence by the Company provided that there is not more than one (1) from each department. The Company must receive all requests in this article for a leave of absence at least one (1) week before the leave **is** to commence, and such leaves shall be without pay and loss of

seniority, but shall include all insurance and OHIP benefits if less than three (3) months.

10.03 - Should an incarcerated employee apply for an official temporary absence program when his sentence commences, the Company will grant said employee a leave of absence until such program is effective or denied.

10.04 - Leave of absence without pay and without loss of seniority up to thirty-six (36) consecutive months will be granted to an employee who is selected to work on a full-time basis for the Union. Any such request for leave under this clause shall be made at least thirty (30) days before the leave is to commence. During any such leave, there shall be no credit for, or accumulation of, employee benefits. An employee shall lose all claim to employment if he does not return at the expiry of such leave.

10.05 - All authorised leaves of absence in excess of one (1) working day shall be in writing and shall not affect the benefits and the seniority standing of the employee on leave, provided the leave is used for the purpose for which it is intended, and further provided the employee returns to work at the expiration of his leave of absence.

10.06 - An employee who accepts other employment while on a leave of absence as provided for in this Article will lose all seniority and have his services terminated.

10.07 - With regard to pregnancy and parental leave, the provisions of the Employment Standards Act will apply, except to the extent that greater benefits are provided by this collective agreement.

**Article 11 - SAFETY AND HEALTH**

11.01 - The parties desire to maintain high standards of safety and health in the plant and agree to cooperate in the continuing objective of developing a safe production environment by correcting unsafe conditions and unsafe acts in order to prevent and reduce industrial injury and illness.

11.02 - The Company will make reasonable provisions for the safety and health of its employees during their hours of work. All safety devices the Company deems necessary or required by the Occupational Health and Safety Act will be provided by the Company. In addition, the Company will supply the Safety items, clothing, and equipments as determined by the Joint Health and Safety committee.

11.03 - In regard to safety glasses and lenses, the Company shall supply safety glasses as approved by the Joint Health and Safety committee. In regards to safety glasses with prescription lenses, the following is the accepted policy.

- i) The Company shall pay the price of the first pair, including the cost of examination, where applicable, the frame as approved by the Joint Health and Safety committee and the prescription lenses.
- ii) The Company shall pay the cost of replacement of safety lenses and/or standard frames when these lenses or frames deteriorate through normal use at work in the plant.
- iii) In order to receive payment for lenses or glasses, including the examination, the employee shall request written permission from the Personnel Department and he shall present himself to the optometrist chosen by the

Company.

iv) The Company shall pay the employee his salary for time lost during his regular working hours for an eye examination when scheduled by the Personnel Department.

11.04 - Employees on probation shall sign a form which entitles the Company to deduct from their last paycheque the cost of safety footwear and prescription safety glasses if they terminate before completing their probationary period.

11.05 - **An** employee shall reimburse the Company for the cost of safety equipment lost or damaged through negligence on the part of the employee.

11.06 - The Company and the Union shall name a Safety Committee comprised of three (3) Company Representatives and three (3) Union Representatives. The Committee's function will be to promote Safety and Industrial Hygiene in the Plant. The Committee shall hold regular monthly meetings and regular inspection tours and make written reports to the Plant Manager.

Each party will appoint one of its representatives as co-chairman; each co-chairman will act as chairman of the Joint Committee on alternate months.

Both the Company and Union agree to abide by and respect the applicable Ontario Health and Safety Acts.

11.07 - The Joint Health and Safety committee shall be notified of all accidents, incidents or any illness designated by a doctor as an "industrial illness". A joint inquiry shall be conducted, as to the nature and the cause of these

conducted, as to the nature and the cause of these accidents/incidents or illnesses. A completed copy of the Workers' Compensation Board's Form 7 as well as the Foreman investigation report and any other pertinent documents, will be given to the Union and to the Joint Health and Safety committee as well as to the employee.

11.08 - **An** employee who is injured at work and, because of the injury, requires medical attention will, if prevented from continuing at work, be paid for the balance of his regular shift hours at his applicable rate of pay.

11.09- The Company shall provide appropriate transportation for the employees, during their shift, when an accident occurs which requires medical treatment.

11.10 - It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

11.11 - The Company shall assist in reporting accident related injuries or industrial illnesses, to the Workers' Compensation Board of Ontario.

The Company will report all accident related injuries to the Workers' Compensation Board of Ontario.

11.12 - An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to file a grievance at the 3rd Step of the grievance procedure for preferred handling in such procedure and arbitration.

11.13 - It is the Company's intent to follow its standard practice in assisting employees to perform their job responsibilities during abnormal weather conditions.

The employees working during such conditions will also be given the opportunity to take relief breaks as agreed to by their Foreman.

11.14 - The Union Health and Safety Committee Chairman will be released from his regular work on a full-time basis in order to work on health and safety functions.

11.15 - The Joint Health and Safety committee shall recommend training programs for committee members. Upon approval by the Company, the Company will provide paid time off without loss of earnings for the representatives to participate in this training.

11.16 - The Joint Health and Safety committee will recommend the testing and monitoring to be done for any substance, material, agent or chemical that may present a risk for health and safety in the workplace. The results of such will be given to the committee.

11.17 - When an employee requires replacement of safety clothing, he will be required to return items requiring replacement to the authorised person of the Company. Should the equipment prove to be faulty or unsafe, an approved authorisation form will be issued to the employee entitling that employee to proceed with replacement. The employee then may, at an approved supplier, secure a new unit. The approved authorisation form must be left with the supplier after the employee has signed acknowledging receipt, for attachment to the invoice and forwarding to our Accounts Payable.

Disagreement regarding replacement decisions will be discussed with the Union representative.

Authorised suppliers for safety clothing not distributed through Ivaco Rolling Mills stores will be Collins and Work World.

The Company will discuss with the Union prior to adding or deleting suppliers.

11.18 • The Company will respond in writing, within 21 days, to all written recommendations from the Joint Health and Safety Committee. The response shall contain a timetable for implementation of the recommendations with which the Company agrees.

11.19 • The JHSC will be informed of any new substance, material, agent, or chemical introduced into the workplace and shall be provided by the Company with pertinent information regarding same.

11.20 • When it is necessary to conduct ergonomic assessments on a specific job, or physical ability assessments on an employee, the Company will consult the union prior to making arrangements, and will seriously consider the Union's input in the selection of who will provide such services. In addition, these assessments will be conducted at a time which is mutually convenient to allow the presence of the appropriate Union representatives. All written reports, including preliminary reports, will be forwarded to the Union upon receipt by the Company.

## **Article 12 - BULLETIN BOARDS**

12.01 - The Company will provide three (3) bulletin boards in the Plant for the purpose of posting Union notices and official documents. These bulletin boards will be located in the areas designated by the Union and approved by the Company. The notices will be posted only by the Union officers and must be in conformity with the spirit and intent of this agreement.

### CANTEEN

12.02 - The Company and the Union will jointly administer all canteen facilities / vending machines at the Rod Mill. It is agreed that in so doing the Union will be responsible for the canteen facilities / vending machines' operations, while the Company will continue to supply and maintain all existing facilities which it does now. It is also agreed that any rebates arising from the canteens'/ vending machines' operations shall continue to be disbursed in the same manner **as** in the past (i.e. children's Christmas party, family picnic, family sugar party).

## **Article 13 - COPIES OF AGREEMENT**

13.01 - The Company and the Union desire that the provision of this agreement and the rights and duties under it be familiar to each employee. For this reason the Company will have the agreement printed in pocket book form, in English and French, and will give a copy to each employee, twenty-four (24) copies to the International Representative, and seventy-five(75) copies to the Local Union.

Where any dispute arises in connection with any of the terms of this Agreement, the English text shall govern.

**Article 14 - HANDICAPPED EMPLOYEES**

14.01 (a) - In cases where employees are permanently physically diminished or incapacitated, following a sickness or accident, the primary goal is to return the injured worker to the pre-accident job.

To this end, the Company will make every reasonable effort to effect appropriate modifications as may be necessary, so the employee can perform the duties of the job.

14.01 (b) - Where the above is not possible, the employee will have the right to bump **as** per the clauses of the collective agreement regarding bumping rights.

This bumping is conditional on the injured employee being medically capable of performing the job **as** determined by the Company's assigned doctor and the employee's doctor.

14.01 (c) - Where the above is not possible, the employee will be given full consideration for suitable employment.

14.01 (d) - The parties may avail themselves of the services of the Workers Compensation Board and/or the Ministry of Labour to assist in making determinations related to this article.

**Article 15 - JURY DUTY**

15.01 - **An** employee who is required to serve on a jury or who is subpoenaed **as** a Crown witness will be paid his full

regular wages for each day lost from work, provided he endorses to the Company the fees received for acting as a juror or a Crown witness, and further provided he reports to work for any day(s) he is not required to serve on any case or remain in the Courtroom.

Employees who are scheduled to work the previous and/or the following night shift will be paid for the previous shift, will not be required to work either of such shifts, and will be paid the following shift if the court or jury appearance was for four (4) hours or more.

### **Article 16 - BEREAVEMENT LEAVE**

**16.01** - An employee will be allowed up to four (4) consecutive days leave from work with pay, including the day after the funeral or the memorial service in case of cremation in the event of the death of his father, mother, sister, brother, wife, husband, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, and also stepmother and stepfather where such person has participated as a parent in the raising of the employee. Such leave shall be for the purpose of attending the mourning and the funeral. Only the portion of four (4) working days that would otherwise have been time lost from work will be paid.

16.02 - In the event of the death of such employee's brother-in-law, sister-in-law, or spouse of a parent who is not a stepparent, this employee may obtain a four (4) consecutive days leave of absence, of which he shall be paid for one (1) of the four (4) days at his regular hourly rate.

### **Article 17 - HOURS OF WORK**

17.01 - The regular work week will consist of forty (40) hours to be worked in five (5) days of eight (8) hours each

day. This shall not be construed as a guarantee of daily or weekly hours.

### **17.02 a) - NON-CONTINUOUS OPERATIONS**

Employees will be scheduled as follows:

- (i) Day shift and one shift operation between 08:00 hours to 16:00 hours or 07:30 hours to 15:30 hours Monday to Friday
- (ii) Two shift operation between 07:00 hours to 15:00 hours and 15:00 hours to 23:00 hours Monday to Friday
- (iii) Three shift operation between 00:01 hours to 08:00 hours and 08:00 hours to 16:00 hours and 16:00 hours to 24:00 hours Monday to Friday

### **17.02 b) - CONTINUOUS OPERATIONS**

The continuous twelve (12) hours shift operations will normally be scheduled to work as follows: from 20:00 hours to 08:00 hours for the night shift and from 08:00 hours to 20:00 hours for the day shift.

SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
20:00 p.m./8:00 a.m.			
AACCDD	BBAACCD	DDBBAAC	CCDDDBA
8:00 a.m./20:00 p.m.			
DDBBAAC	CCDDDBA	AACCDD	BBAACCD
OFF			
BBAABBA	AABBAAB	BBAABBA	AABBAAB
OFF			
CCDDCCD	DDCCDDC	CCDDCCD	DDCCDDC

17.03 - The scheduled pay week for the twelve (12) hours

shifts will be from 20:00 hours Saturday to the next Saturday at 19:59 hours.

#### METHOD OF PAY CALCULATION:

On a four (4) week period an employee will be eligible to be paid thirty-six (36) hours at straight time for his first and second three shift schedule; forty-four (44) at straight time and four (4) at overtime for his first and second four-shift schedule, conditional upon article 18.

#### 17.04 - MEAL PERIODS

Employees on non-continuous day shift and one shift operation will be granted thirty (30) minutes paid lunch period to be taken between 11:30 hours and 12:30 hours.

Employees on non-continuous two shifts operations will be granted thirty (30) minutes paid lunch period to be taken during the middle two (2) hours of their shift.

Employees on non-continuous three shifts operations will be granted thirty (30) minutes paid lunch period to be taken during the middle three (3) hours of their shift.

Employees on twelve (12) hour shifts will be granted two (2) thirty (30) minutes paid lunch periods, to be taken so that no employee has to work more than five (5) hours without a meal period.

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17.05 • Employees working a non-continuous operations where no relief is scheduled on the following shift will be

permitted to cease work and leave their work place five (5) minutes before the end of their work shift.

17.06 - **An** employee who is to be relieved at the end of his shift shall not leave his work if his replacement has not arrived until a suitable replacement is found, unless he received permission from his Foreman to leave his work station. Such permission shall not be unreasonably withheld and if not granted immediately shall be granted within one (1) hour.

17.07 - Schedules shall be changed only after mutual agreement between the Company and the Union. However, if the parties cannot agree, the dispute may be brought directly to arbitration **as** per article 7:11.

**All** schedules presently in effect, and not included in article 17 of the collective agreement, shall remain, subject to above paragraph.

17.08 - The normal rest periods shall be as follows:

- 8 hour shift: a total of one hour of rest and meal periods.
- 12 hour shift: a total of two hours of rest and meal periods.

In some operational areas, the Company has agreed **to** written rest period schedules that provide for rest periods in excess of the above. These additional rest periods have been granted for operational reasons, and will not be reduced for the life of the collective agreement, unless there are major changes in working conditions or operations that justify such reductions

**Article 18 - OVERTIME**

**18.01** - Overtime at the rate of one and one-half times **(150%)** an employee's regular hourly rate will be paid to any employee who is authorised to work in excess of his regular daily and weekly hours, but not both.

**18.02 (a)** - Employees required to work on a Paid Holiday will be paid at double time **(200%)** of their regular hourly rate for all hours so worked in addition to any holiday pay to which they may be entitled, provided they are otherwise qualified to receive pay for the holiday.

**18.02 (b)** - When the Company requires employees to work on a paid holiday when the mill is down, the work shall be offered on a voluntary basis to **1)** the person(s) normally performing the work on the shift in question; and **2)** to other persons who normally perform the work, according to the procedure for overtime distribution

**18.03** - An employee who has worked what would normally be overtime hours but who has been absent during the week without a valid reason shall only be paid for the hours worked in excess of his regular work week.

**18.04** - There shall be no pyramiding of overtime hours. Overtime will only be paid for periods of fifteen **(15)** minutes so worked, or multiples of fifteen **(15)** minutes.

**18.05** - Employees performing the same work may exchange shifts with one another, provided permission is granted in writing by their shift Foreman. In such cases, an employee performing work in the place of another employee shall not

benefit by being paid overtime during his regular work hours.

18.06 - The Company shall give notice of overtime work as far in advance as practicable. **All** overtime work is on a voluntary basis, but an employee shall not refuse to work overtime without a valid reason or where such refusal could result in an interruption of any of the Company's operations.

18.07 a) - Overtime will be divided as equitably **as** practicable, on a quarterly basis, amongst those permanent employees normally performing the work on which the overtime is required; this includes employees performing the work on a temporary basis of one week or more. Employees who are so entitled to overtime on the job to which they are temporarily assigned will not be entitled to overtime on their regular jobs for the period of the temporary assignment. Where an inequity in the division of overtime is shown to exist, no payment will be made, but further overtime opportunities will be provided to satisfy the inequity. Overtime refused shall be considered as overtime worked for the purpose **of** the article, but no overtime shall be paid. When employees are called for overtime, 'no answer' or 'answering machine' will count as a refusal to work.

18.07 b) - Overtime for general labour work will be divided as equitably as practicable on a quarterly basis amongst those employees who can perform the work and who have notified the company of their availability for such.

Where an inequity in the division of overtime is shown to exist, no payment will be made, but further overtime

opportunities will be offered to satisfy the inequity.

The basis of distribution will be the total hours of overtime worked and refused by an employee in the quarterly period.

18.08 - The Company will maintain for each department an up-to-date list of the acceptance and the refusals by employees of overtime opportunities. These lists will be posted and upon request a copy will be given to a Union Shop Steward. **A** refusal to work overtime shall be counted **as** overtime having been worked for the purpose of an equal distribution of overtime opportunities.

18.09 - The Company consents to pay an employee who is asked, by the Company, to change his shift or work outside **of** his regularly scheduled hours during his normal work week time-and-one-half his hourly rate for the first shift, unless the employee has received a thirty-six (36) hour prior notice, subject to clause 18.10.

18.10 - Overtime at the rate of two-hundred percent (200%) will be paid to employees who work outside their normal schedule on a Sunday for work performed on that day.

18.11 - An employee who works overtime after the termination of his regular work period shall be provided with either a meal allowance or meal ticket of \$10.50, on condition that said employee works two (2) hours or more after the termination **of** his work period. **A** second meal shall be provided from the same basis upon working six (6) consecutive hours of overtime.

**Article 19 - CALL-IN PAY**

**19.01 a) - An** employee who has left the premises of the Company after completing his full shift of work, and is then called to work, shall be paid time and one-half (150%) his regular hourly rate or double time (200%) on a scheduled holiday or non-scheduled Sunday for all hours worked during his recall until the beginning of his regular shift, but in any case for not less than the equivalent of four (4) hours at his regular hourly rate.

**19.01b) - An** employee who is called for a meeting on an off-day, shall be paid four (4) hours minimum or overtime whichever is greater.

**Article 20 - REPORTING FOR WORK GUARANTEE**

**20.01 - An** employee who reports for work without having been advised in advance not to report, will be given work, or pay in lieu thereof, for four (4) hours, if the employee is on an eight (8) hour schedule, for six (6) hours if the employee is on a twelve (12) hour schedule, at his regular hourly rate. The terms of this Article shall not apply where an employee is prevented from working because of fire, flood, strike, explosion, lack of power or any other circumstance beyond the control of the Company.

**Article 21 - VACATION**

**21.01 -** The employees are entitled to paid vacations as follows:

- i) One (1) to three (3) years of service: two (2) weeks at 4% of salary earned;

- ii) Three (3) to eight (8) years of service: three (3) weeks at 6% of salary earned;
- iii) Eight (8) to ten (10) years of service: three (3) weeks at 8% of salary earned;
- iv) Ten (10) to sixteen (16) years of service: four (4) weeks at 10% of salary earned;
- v) Sixteen (16) to twenty-eight (28) years of service: five (5) weeks at 12% of salary earned.
- vi) Twenty-eight (28) years of service and more: five (5) weeks at 14% of salary earned.

21.02 - For vacation purposes, continuous service shall be calculated as of May 1st of each year.

21.03 - Employees with less than one (1) year of continuous service as of May 1st shall be granted a vacation of one (1) day for each complete month of continuous service to a maximum of ten (10) days, with pay equal to four percent (4%) of earnings prior to May 1st.

21.04 - In case of termination of employment for any cause whatsoever, excluding lay-off, the employee shall be paid any outstanding vacation pay to which he may be entitled but has not yet received. In lay-off cases the employee may, if he so requests, receive any outstanding vacation pay to which he may be entitled but has not yet received.

21.05 - Employees shall receive their vacation pay on the pay day one (1) week prior to their departure on vacation.

21.06 - Employees will be required to take their vacations in the year in which they become due.

21.07 - If a Paid Holiday, as set out in Article 22 occurs during an employee's vacation, the employee will be paid a day's pay in lieu of the holiday or if requested will be granted a paid leave of absence, provided he is otherwise qualified to receive pay for the said holiday.

21.08 (a) - The Company may, at its discretion, close the plant for vacation purposes, such closing to take place between the 1<sup>st</sup> of July and the end of August. The Company will **notify** the Union not later than April 1<sup>st</sup> of each year if it intends or does not intend to close the plant, and when it is to be closed, the duration of the closing will be stipulated. Those employees required to work during a shutdown period will have the right to select available vacation dates on the basis of seniority by departments.

21.08 (b) - Those Maintenance employees required to work during a shutdown period will be allowed to take their vacation on a ratio of one (1) employee out of each full six (6) employees per department or section at any time outside the period the plant is closed for vacation.

All other employees whose vacations are scheduled outside the down period will be allowed to take vacation **as** follows:

<b>Number of Employees in Position</b>	<b>Number of Employees on Vacation</b>	<b>Number of Employees per shift of Vacation</b>
1-7	1	1
8-13	2	1
14-19	3	1

20-25	4	1
26-31	5	1

For the purposes of vacation scheduling, the Yard forklift and the pettibone operator will be considered **as** one position.

21.08 c) - If the Company requires employees to work during the period the plant is closed for vacation, employees with the most plant seniority will be given the option to work.

During the vacation shutdown period should the Company require any position to be worked during the shutdown, the employee with the most plant seniority in said position will be given the option to work in said position during the shutdown. Should all employees refuse such option, the Company may then schedule those required to work by reverse order of seniority.

21.08 d) - The Company will pay the employees taking their vacation between the first pay period of November and the last pay period of April a vacation bonus of **15% of** the employee's total gross vacation pay taken within this period.

21.08 e) For clarification, the reference to "department" in article 21.08 (b) is **as** follows: Billet Yard, Coil Handling, Stores, Shipping & Yard, Roll & Guide Shop, Mill (Production), Construction, and Maintenance Welders, Millwrights, Pipefitters, Carpenters, Janitors, Machinists, Electrician Wiremen, Electronic Repairmen, Garage, and Apprentices).

21.09 - Employees with 15 years or more of service must indicate their preference between April 1 and April 10.

Employees with less than 15 years of service must indicate their preference between April 16 and April 26th. The vacation schedule is to be posted no later than May 1.

21.10 • Employees who are sick before the start of their vacation will have the right to transfer their vacation to any available dates within the vacation year.

If an employee is ill during his vacation, he may cancel any weeks of vacation subsequent to the week in which his illness arose. The employee must return to the Company any vacation pay he received for the week(s) to be cancelled. This must be done no later than the first Monday of the period of vacation to be cancelled.

Employees entitled to bereavement leave as per article 16, during their vacation will have the right to transfer such days to the end of their vacation period.

21.11 - An employee who has not worked during the total period which is used to determine the vacation pay shall receive his vacation pay calculated on the number of hours which he has worked plus the amount which he has received from the Workers' Compensation Board or the Private Insurer as temporary total disability compensation benefits (including any offsets from such benefits due to an existing pension or LTD) during the period which is used to determine the vacation pay, based on the percentage he is entitled to under Article 21.

21.12 - When one (1) or more employees working on the same job choose to take their vacation during the same period and this could affect the continuity of the operations, the employee(s) with more seniority shall have preference.

**Article 22 - PAID HOLIDAYS**

**22.01 a) -** The following days are recognised **as** paid holidays during each calendar year.

New Year's Eve	Civic Holiday
New Year's Day	Labour Day
Day After New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day

**22.01 b) -** For each of the above holidays each employee shall be paid the equivalent of eight **(8)** hours or twelve **(12)** hours pay, whichever is the case, at the applicable rate of the job to which he is assigned.

**22.02 -** To qualify for holiday pay, **an** employee shall be required to have worked the last full scheduled shift preceding a holiday and the first full scheduled shift succeeding a holiday, unless his absence on the said days only, was due to:

- i) verified personal illness which commenced not more than forty-five **(45)** calendar days before the holiday;
- ii) permission having been granted in writing, to be absent on either of the said days;
- iii) attendance at Court **as** a crown witness **or** juror;
- iv) absence due to bereavement leave;
- v) lay-off due to lack of work which commenced not more than twenty-one **(21)** calendar days before the holiday;

vi) lateness with a valid reason.

22.03 - If a said holiday falls on a Saturday or on a Sunday the Company will advise the employees at least two (2) weeks in advance if the holiday is to be celebrated on either the preceding Friday or the following Monday.

However, in the case of regularly scheduled employees who are required to work during a holiday, the holiday will be celebrated on its calendar day.

22.04 - **An** employee required to work by the Company on any of the above holidays will be paid two hundred percent (200 percent) of his regular hourly rate in addition to any holiday pay to which he may be entitled in accordance with the terms of this Article.

### **Article 23 - WAGES**

23.01 - From the date of the signature of this agreement the employees covered by this collective labour agreement shall be paid the following standard hourly rate wage:

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<b>Job Class</b>	<b>Effective 1 September 2002</b>	<b>Effective 1 September 2003</b>	<b>Effective 1 September 2004</b>
1	\$20.98	An Increase of	An Increase of
2	\$21.19	\$0.15 of the	\$0.15 of the
		<b>Base</b>	<b>Base</b>
3	\$21.40	“ “	“ “
4	\$21.61	“ “	“ “
5	\$21.82	“ “	“ “
6	\$22.03	“ “	“ “
7	\$22.24	“ “	“ “
8	\$22.45	“ “	“ “
9	\$22.66	“ “	“ “
10	\$22.87	“ “	“ “
11	\$23.08	“ “	“ “
12	\$23.29	“ “	“ “
13	\$23.50	“ “	“ “
14	\$23.71	“ “	“ “
15	\$23.92	“ “	“ “
16	\$24.13	“ “	“ “
17	\$24.34	“ “	“ “
18	\$24.55	“ “	“ “
19	\$24.76	“ “	“ “
20	\$24.97	“ “	“ “
21	\$25.18	“ “	“ “
22	\$25.39	“ “	“ “
23	\$25.60	“ “	“ “
24	\$25.81	“ “	“ “
25	\$26.02	“ “	“ “
<b>Increment per Job Grade</b>		<b>\$0.21</b>	<b>\$0.21</b>

23.02 (a) - Starting in the first year of this collective agreement (i.e. September 1st, 2002), a cost-of-living allowance (COLA) equivalent to one cent (\$0.01) per hour for each three-tenths (0.3) of a point increase of the Consumer Price Index as issued by Statistics Canada (1971=100) shall be calculated. The first reference month shall be the month of August, 2002 (issued in September 2002), to which shall be compared the C.P.I. for the month of November 2002 (issued in December 2002). The first adjustment shall then be calculated and added to the base hourly rate effective the first complete pay period of January 2003. This formula shall then be repeated every three months thereafter until the expiration of the present collective agreement (i.e. August 31<sup>st</sup>, 2005).

(b) This cost-of-living allowance shall not be capped and each adjustment shall be built-into the wage rates scale.

### **CWS PROGRAM**

23.03 - The parties agree to maintain a job classification and description according to the Cooperative Wage Study. The Cooperative Wage Study (C.W.S.) Manual for job description and wage administration dated February 18, 1970 shall be incorporated into this agreement, along with the "Job Description and Classification Manual" dated 1 August 1971.

23.04 - Effective the dates specified in Article 23.01 all employees shall have their rate of pay adjusted as follows:

1. If the employee is not receiving an out-of-line differential prior to the dates specified in section 23.01, the **rate** of pay **of** such employee shall be adjusted to conform to the standard hourly rate for that employee's job **as** provided in section 23.01 of this agreement.

2. If the employee is receiving an out-of-line differential prior to the date specified in section **23.01**, the rate of pay of such employee shall be increased by the amount by which the rate for job class I has been increased **as** provided in section **23.01** of this agreement, and the following shall govern:

(a) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, **as** provided in section **23.01** of this agreement, the amount by which such employee's new rate is greater shall become such employee's new out-of-line differential which shall replace the former out-of-line differential and shall apply in accordance with the provisions of this agreement.

(b) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job **as** provided in section **23.01** of this agreement, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, **as** provided in section **23.01** and the former out-of-line differential shall be terminated.

**23.05 - As** of the date the standard hourly wage scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this agreement.

**23.06 - As** the respective dates become effective, the standard hourly rate established under section **23.01** shall be:

(a) The established rate of pay for all hours paid for a non-incentive job; and,

(b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this article.

23.07 - Except as otherwise provided by this agreement, the established rate of pay for each production **or** maintenance job, other than a trade or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

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

Even though the trade jobs are classified in the Cooperative WageStudy Manual, the parties agree that their classifications will be increased by two (2) additional classes.

### **Out-Of-Line Differentials**

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

- (a) name of incumbent to whom such "out-of-line differential" is to be paid;
- (b) job title **of** job on which out-of-line differential is to be paid;
- (c) job classification of such job;

- (d) standard hourly rate of such job;
- (e) amount of out-of-line differential;
- (9)** date such out-of-line differential became effective.

**23.10** - Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article **23.09** shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

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

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

**23.13** - If such employee referred to in Articles **23.11** and **23.12** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except **as** it may have been reduced or eliminated by other means.

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

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

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

### **23.17 - TEMPORARY TRANSFERS**

**An** employee who is temporarily transferred from his regular job for a period of one (1) hour or more shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than his regular rate. If the rate of the job to which he is temporarily transferred is less than the rate of his regular job, he shall be paid the rate of his regular job during this temporary transfer, except in the case where the bumping procedure has been exercised or where the employee has requested such transfer.

23.18 - The Company will maintain an apprenticeship program which applies to all of the trade or maintenance positions **as** listed in Appendix "E" of the apprenticeship program agreement.

### **23.19 - LEARNER RATES**

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

23.20 - A schedule of learner rates for the respective learning periods of **520** hours of actual learning experience with the Company on jobs for which training opportunity is not

provided by the promotional sequence of related jobs, shall be established at the level **of** standard hourly wage scale rates **for** the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job **as** follows:

A) CODE C: Seven to twelve months:

1. one learner period classification at a level two job classes below the job class of the job.

B) CODE D: 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) CODE E AND HIGHER: 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;
3. a third learner period classification at a level two job classes below the job class **of** the job;
4. employees who have had no related work experience in relation to the respective job shall serve **an** additional 520 hours of work in the learner period two job classes

below the job class of the job.

**23.21** - The learner periods **as** provided in Article **23.20** shall apply to those jobs listed in Exhibit "C" as referred to in Article **23.24** of this agreement, except **as** otherwise mutually agreed between the Company and the Union. Learner periods shall apply only to jobs in job class 8 and up, except where the provisions of Article **23.22** and **23.23** apply.

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

A) In the case of an employee hired for the learning job, the standard hourly rate for the job class **2**;

or,

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

1. the standard hourly rate of the job from which transferred;

or,

2. the standard hourly rate of the job being learned.

**23.23** - The learner provisions set forth in Article **23.22** apply:

A) For the period of time sufficient to learn to do the job, provided that such period shall at no time exceed **520**

hours,

B) Only to provide replacements for job vacancies;

and,

C) In accordance with the provisions of this agreement for filling vacancies.

**23.24** - The Company shall furnish the Union on the form set forth as Exhibit "C" of the Manual a list of jobs agreed to by the Company and the Union **as** appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Article **23.20** shall apply only to jobs in this list.

**23.25** - Employees' time spent on a job requiring a learner schedule shall be cumulative. Periods **of** less than eight (**8**) hours shall not be counted toward completion of a learner schedule but shall be paid in accordance with the terms of this agreement.

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

**23.27** - The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods **as** defined in Article **23.20**. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such

time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

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

**23.29 - INCENTIVES**

Should the Company desire to install incentives to cover any jobs the following shall govern:

(A) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives:

**and,**

B) Before an incentive plan is installed the matter shall be the subject of negotiations between the Company and the Union.

**23.30** - Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this agreement.

**23.31** - Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a wage inequity exists.

**23.32 - JOINT C.W.S. COMMITTEE**

1. An equal number of representatives of the Union and the Company, i.e. three (3) for each party, will comprise the Joint C.W.S. Committee.

2. Employees who are members of the Joint C.W.S. Committee shall be paid at their regular rate in accordance with this agreement for the hours spent at meetings with the Company, or otherwise, when authorised by the Company.

3. The Company agrees to authorise the absence of three (3) employees from their regular working hours who are chosen by the Union to sit on the C.W.S. Committee. The employees so chosen:

- a) Will accumulate all seniority to which they would normally have been entitled;
- b) Will return to their regular employment when their work within the C.W.S. Committee is terminated.

**23.33 - TECHNOLOGICAL CHANGE**

The Company will meet with the C.W.S. Committee of local 7940, U.S.W.A., as required, to advise them of the general plans regarding technological change, as well as to discuss potential changes that are likely to adversely affect security of employment. Such meeting will be held ninety (90) days prior to the implementation of any such change.

If an employee affected by technological change has the basic skill and ability he will be trained concerning the change affecting his job.

In the event of job class decrease the employee will be red circled.

Notice of technological change shall be in writing and shall state:

- a) the nature of the technological change;
- b) the date upon which the employer proposes to effect the change;
- c) the approximate number and type of employees likely to be affected by the change;
- d) the effect the change is likely to have on the security of employment, rights, wages and/or working conditions of employees affected.

**23.34 -** The Company agrees that when two (2) jobs are combined, the job class of the new job **as** determined by using the job classification procedures in the C.W.S. Manual, will not be less than the higher job class of the two (2) jobs which were combined.

The Company will advise the CWS Committee of job amalgamations as follows: the nature of the amalgamation, the jobs which may be affected, the tentative date when such amalgamation may be effective and the approximate number of employees likely to be affected by the amalgamation. Such notice will be given thirty (30) days prior to the amalgamation.

**23.35 -** The Company must comply within fifteen (15) days to a request for any documents regarding C.W.S.

## **Article 24 - PREMIUMS**

**24.01 -** The shift premiums shall be paid as follows:

Afternoon shift:	\$0.35/hour
Night shift:	\$0.55/hour
Sunday:	\$1.25/hour

24.02 - The shift premiums set out above will be paid even if the overtime rate is applicable.

### **Article 25 -INSURANCE PROGRAM**

25.01 - The parties agree to maintain during the duration of this agreement the insurance program as outlined below for non-occupational sickness and injury, and the Company must guarantee same.

- (a) Life insurance: **\$45,000/employee; \$10,000.00/spouse; \$7,500.00/child; \$7,500.00/future retirees.** Employees who retire will be able to convert up to the difference between employee life and retiree life (**\$37,500**) to an individual policy upon paying the premium for the coverage.
- (b) Accidental Death and Dismemberment: Double Indemnity.
- (c) Weekly Indemnity: Sixty-six and two-thirds percent (66 2/3%) per week of regular earnings, payable under the Group Insurance Program for a maximum of twenty-six (26) weeks, commencing on the first day of a non-compensable accident, the first day of hospitalisation, or the fourth day of an illness, whichever is applicable.
- (d) Long Term Disability: \$1,200.00 per month, effective for disability claims which commence after 5 November 2002 and \$1,300.00 per month after 1 September 2004

tor a maximum of ten (10) years of payment. Disabled is defined as a complete and uninterrupted disability caused by a non-occupational sickness or injury which prevents the employee from engaging in the tasks of his own occupation during the first twenty-four (24) months of payment and in any occupation, either in the Company or elsewhere, for which he is qualified by education, training, or experience for the rest of the benefit period. The benefit becomes payable after the greater of twenty-six (26) weeks if the employee does not qualify after such period to receive UIC benefits, or the total of twenty-six (26) weeks and the period during which the employee does qualify to receive UIC benefits.

- (e) Medicine: **All** prescription drugs prescribed by a doctor will be reimbursed at 100 percent (100%) with a \$1.00 charge per prescription on presentation of a personal pay direct drug card.
- (f) Dental:
  - (i) Basic program **as** provided by the Insurer; no deductible; 80/20 co-insurance; \$3,000.00 maximum per person per calendar year; based on the schedule of fees, updated yearly, enforce in the employee's Province of residence when the treatment is rendered.
  - (ii) Prosthetic Services: 60/40 co-insurance; \$1,000 maximum per person per calendar year; integrated with the \$2,500.00 maximum per person per calendar year under the Basic dental plan. Reimbursement of eligible expenses for the first three (3) years of the agreement

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shall be based on the 1 January 2002 dental schedule of fees in effect in the employee's Province of residence.

- (iii) Orthodontist. for child only: 50/50 co-insurance; life-time maximum of \$2,000.00.
  
- (g) Semi-private Hospital Room: One hundred percent (100%) reimbursement.
  
- (h) Osteopaths/Naturopaths/Chiropractors/Acupuncturists/ Massotherapists/dieticians: \$50.00 per visit, combined maximum of \$1,500.00 per person per calendar year; in addition one (1) X-ray per year at a maximum of \$45.00. Payable on an 80/20 co-insurance basis.
  
- (i) Prescription lenses/contact lenses, including eye examination; for the employee and eligible dependents, 80/20 co-insurance, up to a maximum of \$275.00 once every two (2) years; effective 1 September 2003 up to a maximum of \$300.00 once every two (2) years; effective 1 September 2004 up to a maximum of \$325.00 once every two (2) years.

25.02 - The cost of the premiums for the benefits outlined in 25.01 above as well as the cost of the Ontario Health Insurance Plan shall be borne ninety percent (90%) by the Company and ten percent (10%) by the employees.

25.03 - In the event that during the term of this agreement the Federal and/or Provincial governments introduce Health and/or Welfare Insurance to which the employees of the

Company are required to contribute, through taxation or otherwise, it is agreed that the benefits contained in 25.01 of this agreement shall be coordinated with any benefits that may be available under such Federal and/or Provincial plan. If as a result of this the costs of the benefits outlined in 25.01 decrease, the parties shall agree to amend the plan to provide additional health and/or welfare benefits to the extent available from the savings gained from the introduction of the coordinated plan. In the event that the costs of the coordinated plan are greater than the costs of the benefits outlined in 25.01 the parties agree to pay the additional costs on the same percentage basis as indicated in article 25.02 above.

25.04 - A laid-off employee is entitled to the benefits listed in Article 25.01, excluding sub-sections (c) and (d), for a maximum of three (3) months.

25.05 (a) - Prescribed drug and dental coverage will be available for future retirees and their eligible spouse from the date of early retirement until each one respectively attains the age of 65. Coverage then terminates.

25.05 (b) Prescribed drug coverage will be available for future recipients of long term disability benefits and their eligible dependents from the date of first payment until recovery or until a maximum coverage extension of 120 months. Coverage terminates at age 65.

## Pension

25.06 - All eligible employees covered by this collective agreement shall be enrolled in a pension plan which became effective 1 September 1978 and amended repeatedly to date,

as described in the pension plan booklet. However, all rights of any plan member and plan interpretation are governed solely by the official plan text, amended to include the thirty and out early retirement clause on a permanent basis (as per the Company letter dated August 31, 2000) and the September 1, 2002 memorandum of agreement. Subject to this, the **plan** provides a normal retirement benefit for each year of credited service for a maximum of 40 years, and an early retirement benefit for each year of credited service for a maximum of 35 years, for eligible employees, as outlined below:

Basic Monthly benefit  
per year of Service as  
of 1 September of:

Bridge Monthly benefit  
per year of Service as of  
1 September of:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2002	\$52.00	2002	\$24.00
2003	\$54.00	2003	\$26.00
2004	\$56.00	2004	\$28.00
August 31 <sup>st</sup> , 2005	\$58.00	August 31 <sup>st</sup> , 2005	\$30.00

The existing indexation formula shall be maintained. For the period from September 1<sup>st</sup>, 2002 to August 31<sup>st</sup>, 2005, all retirees will be entitled to a minimum indexation of eighty percent (80%) of the Consumer Price Index, with a two percent (2%) cap on adjustments. All retirees are entitled to receive the greater amount of the above two benefits.

A pension plan and benefits booklet will be provided to all employees.

**Article 26 DISTRICT 6 SAVINGS PLAN**

26.01 - The Company agrees to make a weekly payroll deduction for the District 6 Savings Plan, as per an employee's request.

26.02 - The amount of payroll deduction will be made from the employee's paycheque, and may be changed every four months (Jan. 1, May 1, and September 1). Employees may cancel the deductions at any time, but may only re-enrol every 4 months (i.e. January 1, May 1, and September 1).

26.03 - The amounts deducted from the employee's paycheques as per Art. 26.01 (savings plan) will be remitted to the District Six Savings Plan every week.

Each remittance shall include a list of names of employees on whose behalf remittances are being made, their S.I.N.'s and the amount which the employee is voluntarily contributing.

26.04 - The information referred to in Article 26.03 will be made available to the Union upon request.

26.05 - Cheques are to be made payable to "CM Investment Management, c/o District 6 Savings Plan" and mailed to the attention of John Cocurullo, Atlas Investment Management, 633 Colborne St., London, Ont., N6B 2V3.

**Article 27 - DURATION OF THE AGREEMENT**

27.01 - This Agreement, which supersedes all previous Collective Agreements, shall remain in full force and effect from and including the 5<sup>th</sup> of November 2002 to and

including the 31<sup>st</sup> of August 2005.

Notice that either party wishes to terminate or amend the terms hereof may be given during a period of ninety (90) days preceding 31 August 2005 or any succeeding anniversary date. If no such notice is given then this agreement shall continue from year to year thereafter.

IN WITNESS WHEREOF the parties have signed this collective agreement by their duly authorised representatives on the day of:

IVACO ROLLING MILLS  
LIMITED PARTNERSHIP

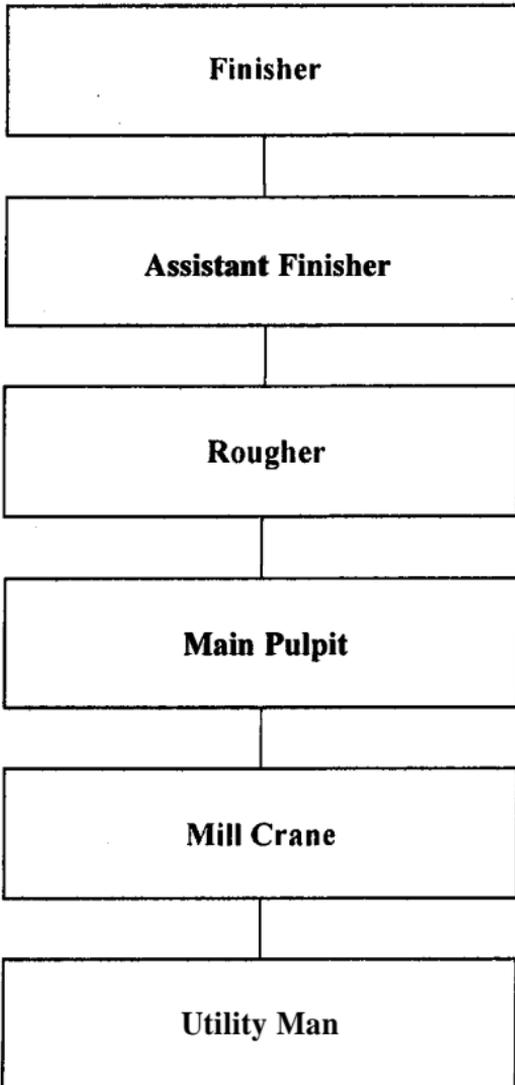
UNITED STEELWORKERS  
OF AMERICA ON BEHALF  
OF ITS LOCAL 7940

Mike Boudreault  
S. Ronald Geddes  
Pierre LeBlanc  
Joseph Olenick  
Stewart McKechnie

Michel Colle  
Michel Lalande  
Denis Laviolette  
Mario Leveille  
David Lipton

LINES OF PROGRESSION

MILL



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*Letters of Agreement*

*Ivaco Rolling Mills*

*Rod Mill General partner*

*United Steelworkers of America  
Local 7940*

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**Letter of Agreement**

**Re: PREVENTIVE MAINTENANCE  
INFORMATION SYSTEM**

The Company and the Union agree that the P.M.I.S. system will not be used to discipline any employee for matters involving productivity.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA,  
Local 7940-1

**Letter of Agreement**

**Re: U.S.W.A. UNION FLAG**

The Company agrees to fly the U.S.W.A. Union flag, as provided by Local 7940, for special events only, alongside the other flags at the entrance way.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: LEAVE OF ABSENCE FOR UNION STAFF**

As per our understanding during the last negotiations for the Collective Labour Agreement of Local 7940 and Local 8794, if the provisions of Article 10.04 at the Rod Mill and Article 10.04 at the Melt Shop are applied, the International Union agrees that during an employee's

probationary period of employment to reimburse the Company the full amount of the cost of the welfare, insurance and pension programs until he / she either returns to work for the Company or that he / she is hired full time for the International Union.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: ENVIRONMENTAL CONDITIONS IN PLANT**

The Company will continue in its efforts to improve environmental conditions in the Plant, including exposure to total dust and airborne lead concentrations.

The Levels of airborne lead will be maintained below standards set by the Ontario government.

Regarding casting mould lubricant fumes: the Company will take further steps to reduce the level of fumes.

The Joint Health and Safety Committee will be kept up to date on progress.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

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**Letter of Agreement**

**Re: TOOLS**

The Company will review its policy re: tool list, and update such as need be after consultation with employees affected.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: IMPROVEMENT AND CHANGES**

The Company will implement the following, if not already done:

(1) Contractors will be allocated a designated area for parking and will not be permitted to use the canteen during lunch brakes except to buy food.

(2) The Company will make arrangements for employees to have access to washing and drying facilities for their work clothes.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: CANTEEN**

The Company will discuss the canteen with the Union so as to ensure a clean and acceptable environment is maintained.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: UNION RELATIONSHIP**

There is a need to continue in the development of short and long term goals pertaining to customer satisfaction, quality, costs, yield, man-hours per ton, on-time delivery, attendance, safety performance, energy utilization and other performance indicators as may be determined.

The guiding principle to accomplish these ends is that Ivaco Rolling Mills, Locals 7940 and 8794 of the United Steelworkers, and employees all share a community of interest and have common goals that will only be achieved through teamwork and joint participation. It will be necessary for the Union Locals to work very closely with management to ensure a cooperative **partnership among** all concerned in a framework built on mutual trust, respect, and a sense of dignity.

As of this day and until 31 August 2005 (i.e. for the duration of this Collective Agreement), the Presidents of

both Locals will be seconded to Union duties on a full time basis and will be reporting directly to their respective Plant Superintendent. Together, the Presidents and Plant Superintendents **will** develop a close and effective relationship to create and nurture an employee involvement program that will not only accomplish these goals, but will ensure a more satisfying and secure future for all of **us** at l'Original.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local **7940-1**

**Letter of Agreement**

**Re: OFFICE FACILITY**

For the duration of the Collective Agreement, the Company will continue to provide to the Local Union the actual office facility, or a similar one, which it currently provides to the Local Union.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local **7940-1**

**Letter of Agreement**

**Re: CLOTHING**

The parties have determined that the following clothing is necessary and such clothing will therefore be supplied by the company. Should the working conditions or job duties change to a point where changes to this list are appropriate, the JHSC will make a determination pursuant to clause 11.02.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

Department	Jobs	1	2	3	4	5	6	7	8	9	10	11	12	Dept. parka
Stores	all except	Y	Y	Y								Y		Y
	storemen and lead hand	Y	Y			Y						Y		
	work outside regularly													
Production	all except:	Y	Y	Y								Y		
Coil Handling	Forklift	Y	Y	Y								Y		Y
Billet yard														
	Outside	Y	Y	Y	Y		Y				Y		Y	
	Outside crane	Y	Y	Y								Y		Y
	Inside	Y	Y	Y								Y		Y
	Inside crane	Y	Y	Y	Y		Y				Y		Y	
Yard shipping		Y	Y	Y								Y		
Roll and guide shop		Y	Y	Y								Y		
Maintenance														
	MW, pipefitter, electricians,	Y	Y	Y								Y		Y
	carpenters, HE mechanics													
	Welders	Y	Y	Y	Y			Y				Y		
Legend:														
	1 Green/orange jacket													
	2 Blue jacket													
	3 Shirt and pants OR coveralls													
	4 Rain jacket													
	5 Winter jacket													
	6 Winter parka and winter pants OR winter coveralls													
	7 Winter welder jacket and pants OR winter coveralls													
	8 Aluminum jacket													
	9 Kevlar jacket													
	10 Winter boots													
	11 Regular boots													
	12 Winter gloves/mitts													

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**Letter of Agreement****Re: HEALTH and SAFETY**

It is the intent of both parties to work together in the spirit of achieving an injury-free work environment for all employees and visitors of the mill. It is with this objective in mind that the Company has accepted to release the Union Health and Safety Co-chair on a full time basis so that s/he may direct his/her attention towards participating in actions to further this joint objective.

The Union Health and safety co-chair will report directly to the Manager of Health and Safety and will perform such functions as are consistent with the JHSC's terms of reference.

The parties recognise the need to develop specific terms of reference for the JHSC. Within three (3) months of ratification, the JHSC will develop these terms of reference. In the event the parties are unable to reach agreement on terms of reference, they shall request mediation assistance from the Ministry of Labour.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: TEMPORARY FOREMEN**

Employees temporarily transferred to a non-bargaining unit job will be utilized for vacation, illness, and training purposes. It is not the intent of the Company to use

bargaining unit employees in lieu of creating additional staff or non-bargaining unit positions.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: OVERTIME**

In cases where there is a dispute as to whether or not an employee has been called for overtime work, the following paragraphs will govern.

The Union will be provided a copy of the computer printout of telephone activity at the extension concerned. It *is* understood, however, that at the present time, these printouts are not completely reliable.

Supervisors will keep accurate records of phone call made. These records will include: the name of the employee called; the telephone number; the date of the call; the job for which he was called; the number of hours overtime available; and the result of the call (i.e. accepted, refused, answering machine, no answer.) These records will be considered to govern in the event that the call is not registered on the computer printout. These records will be filed where they can be inspected and photocopied upon request.

The Company will ensure that the computer system continues to register calls made from the plant. If any

problems with the system cannot be solved for technical reasons or if the cost of upgrading the system is prohibitive, the company will communicate these facts to the union as they are known to the company.

When a supervisor is required to place calls for overtime from outside the plant, the supervisor will fill in the call-in sheet as described above and will file this sheet before the end of the next working day where it can be inspected and photocopied upon request.

The Company will leave a voice message on answering machines.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: JOINT TRAINING COMMITTEE**

A Joint Training Committee will be established comprising three (3) members of the Union to be appointed by the Union, and three (3) members of Management to be appointed by the Company.

This Joint Training Committee will make recommendations on training to the Company.

The committee will meet as required and a meeting of the committee may be requested by either the Company or the Union. The parties will exchange agendas one (1) week prior to any scheduled meetings.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: MEDICAL REPORTS**

In the event that the Company's insurance carrier requires a medical report from a physician with a medical specialty, the Company will reimburse the employee up to fifty dollars (\$50.00) for the cost of the report upon presentation of the invoice.

For any medical reports subsequent to the initial benefits application that are required by the insurance carrier, employees have the option of attending the Company's medical advisor and the medical reports would then be at no cost to the employee. Such medical reports are **for** the

purpose of establishing benefits entitlement and **will** be provided to the insurance carrier only.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: SUMMER VACATION**

The parties agree to enter into an agreement allowing postings for summer vacation replacements on continuous and non-continuous operations for the period beginning with the first Sunday in June until the last Saturday in August each year. Employees who are granted these postings are to be returned to their permanent positions at the end of the summer vacation period. Summer vacation replacements must remain until the end of the vacation period. Employees may only be bumped by an employee who can perform all aspects of the job without training or a familiarization period.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement**

**Re: JOINT BARGAINING UNITS COMMITTEE**

The Company, Rod Mill Local 7940, and Melt Shop local 8794 ("the parties") agree to establish a committee to discuss issues in relation to a sharing of resources between the Rod Mill and the Melt **Shop**. The Company has

informed the bargaining units of its desire for increased operational efficiency by way of the movement of manpower.

Each party will be represented on the Committee by four **(4)** members. The Union committees will be comprised of the local union president/ unit chair and three **(3)** designates.

The committee mandate will be to arrive at a proposal that will be voted on by the members of the respective bargaining units. In the process, the committee will examine all issues related to a merger, including identifying the potential benefits for the Company and the members of the bargaining units.

The committee will meet at least once a month for a period of nine **(9)** months, unless an impasse is reached. At the conclusion of the nine months period, the parties will agree on a proposal to be voted on by their respective memberships. The company will provide the union committees with a detailed agenda at least one week in advance of the first meeting, and will circulate minutes and the agenda for subsequent meetings at least one week prior to such meetings.

All time spent in meetings will be paid by the Company. In addition, four **(4)** hours of preparation time, paid by the Company, will be allowed for the Union committees prior to each meeting.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

**Letter of Agreement****Re: PENSION PLAN "GROW-IN WINDOW"**

**An** employee who retires between September 1<sup>st</sup>, 2002 and August 31<sup>st</sup>, 2005 will be eligible for the "Grow-in Window" and will receive their pension based on the members Credited Service and the Basic and Bridge benefit rates in effect on the date of retirement.

The Basic and Bridge benefit rates will increase, for **all** years of Credited Service, for members who retire between September 1<sup>st</sup>, 2002 and August 31<sup>st</sup>, 2005 on the dates specified below:

<b>Date</b>	<b>Basic Pension Benefit</b>	<b>Bridge Pension Benefit</b>
<b>September 1, 2003</b>	<b>\$54</b>	<b>\$26</b>
<b>September 1, 2004</b>	<b>\$56</b>	<b>\$28</b>
<b>August 31, 2005</b>	<b>\$58</b>	<b>\$30</b>

The above noted benefit increase will include any cost of living adjustments provided during the term of this Window. In any event the increase shall not be greater than the above-specified benefits. Upon the expiration of the "Grow-in Window" members will receive pension indexing provided under the current indexing formula.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-I

## Letter of Agreement

### **Re: MAN POWER RESERVE EMPLOYEES AGREEMENT**

#### 1. Definition and Purpose

MPR labourers are defined **as** the employees assigned by permanent postings to covers temporary vacancies that result from absences and / or additional assignments. The MPR labourers will be paid **as** Building & Ground Labourers Class 5 or at the rate of the job performed.

#### 2. Distribution and Application

The distribution of these MPR labourers will be **as** follows:

- Section 1: Material Handling / Billet Yard  
2 per shift: total of eight (8)
- Section 2: Mill Production / Shift Guide Setter  
1 per shift: total of four (4)
- Section 3: Roll Build up / Day Guide Setter  
total of one (1)
- Section 4: Roll Machinist / Roll Grinder / Roll Turner  
total of one (1)
- Section 5: Stores / Janitors  
total of two (2)

Grand Total: Sixteen (16) employees

The distribution and the total number of relief labourers may vary according to employees available.

These employees will be considered part of the regular crew or section for the purpose of vacations and overtime distribution. They will be trained to allow them to be used as replacement on vacancies or to provide cross-training to other employees in their section.

When a MPR labourer is applying for a temporary vacancy, only one (1) employee in a section will be released to fill such temporary vacancies. However at the Company discretion one (1) additional relief labourer may also be released to fill such temporary vacancies.

### 3. Application Procedure

A) Temporary vacancies of less than 30 working days.

1- Transfer qualified employees within the sections.

2- Transfer MPR labourers of the same shift from combined sections.

Combined Sections: Sections 1 & 2  
 Sections 3 & 4  
 Section 5

3- Transfer MPR labourers from twin shift on combined sections.

4- Overtime on the vacant job by employees normally performing the job.

5- Overtime on the vacant job may be offered to any qualified employees available.

B) On call pool employees will be assigned as additional MPR Labour in each group as required to fill temporary vacancies.



4. General

Re-requisite qualification for section 4

A) Grade 10 or equivalent: If the employee does not have grade **10**, he will have to obtain his grade **10** certificate within 12 months of the job award and his school progress will be followed-up by periodic review.

B) He will have to attend trade school if requested.

C) MPR labourers temporarily transferred on the same shift for less than a week to a different section will return to their posted section before overtime is offered in their posted section.

D) When **an** employee is transferred temporarily to another job and if overtime is required on his posted job on the same shift, he will be returned to his posted job and overtime will **be** offered to employees normally doing that job if required.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

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## Letter of Agreement

### **Re: SAFETY – Right to refuse**

The following procedure will be implemented should the Government of Ontario amend the current Occupational Health and Safety Act and remove or weaken the “Right to Refuse or to Stop Work where Health or Safety is Danger” clause in said Act.

**An** employee who has reason to believe that he is being required to perform a job in conditions that may endanger himself or another employee may refuse to perform such job until such time that the situation is satisfactorily resolved with his Supervisor; failing this, until a decision is reached by one of the following:

- two (2) JHSC representatives (i.e. one (1) from the Company and one (1) from the Union);
- a third party mutually agreed to by both the Company and the Union;
- or the appropriate Department of Labour representative, in that order.

The employee will be required to perform other assigned work while the above procedure is in progress.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
**USWA**  
Local 7940-1

**Letter of Agreement**

**Re: STORES**

The Company and Locals **7940, 8794, U.S.W.A.** agree to the following Re: centralizing the Rod Mill and Melt Shop Stores and Receiving operations in order to ensure a more efficient operation which will benefit both the employees and the Company.

1. The current Stores (Rod Mill and Melt Shop) will now be identified as Stores and Receiving. All Stores responsibilities will be performed by employees of Local **7940**. All Receiving responsibilities, including issuing of raw materials and the current practice of conveyor operations and Forklift operations, will be performed by employees of Local **8794**.
2. Issuing of material will be performed by employees of Local **7940** excluding raw materials, which will continue to be issued by members of Local **8794**.
3. All bargaining unit work will be performed by bargaining unit members as per both collective agreements.
4. Pick-ups and distributions can be done by Stores Forklift Operators of either Local to or from all areas of the Plants.
5. All Pick-up Truck operations related to either Sores or Receiving will be performed by the Truck Driver; he may be replaced by the Receiver or the Storesman.

6. The Lead Hand responsibilities will remain **as** per the collective agreement of Local **7940**.

7. Centralization of Stores and Receiving **as** outlined in this proposal will not result in Man Power reduction in Stores and Receiving for the duration of the current Collective Labour Agreement.

Should the operations of the Stores require a **24** hour per day coverage, all Storesman will work on a rotating eight **(8)** or twelve **(12)** hour shifts basis **as** they **so** choose. If any or both plants returned to a continuous operation, any additional Storesman required would come from Local **7940**. The issuing of stock on off-shifts will be done **as** per the Collective Agreement.

8. Those employees in Local **8794** who were eligible at the date of this agreement, to be recalled **as** Storekeepers will now be eligible to be recalled **as** Receivers, with full training.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
**USWA**  
Local **7940-1**

**Letter of Agreement****Re: PLACING MATERIAL**

The Storesman from Local **7940** will be responsible for placing material in the warehouse, excluding placing of raw materials which will be performed by members of local **8794**. Members of Local **8794** will also be responsible for placing material in the receiving area.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local **7940-1**

**Letter of Agreement****Re: APPRENTICESHIP PROGRAM**

1: According to the Company's need, and solely at the Company's discretion, the employees who have the required qualifications and skills are eligible for specialised apprenticeship training in the various trade positions.

2: A - There will be one apprentice per trade, to be filled when **an** employee in this trade has reached the age of sixty (60), unless there is **an** apprentice "on the Shelf" in that trade. The trades covered by this program are: Machinist, Mill Mechanic, Welder, Pipefitter, Electrician, Heavy Equipment Mechanic and Carpenter. (i.e. Appendix "E).

B - When the apprentice has completed his training program he will be assigned to work in his trade **as a** Beginner.

C - There will be a maximum of one (1) apprentice on each trade and the apprentice job posting will indicate the tradespeople to be replaced at retirement No posting will be

required for this replacement upon the retirement of said tradesman.

D • For vacancies arising **from** termination, resignation, early retirement and new job creations, the job will be posted **as** per the Collective Agreement.

E: i) Present apprentices (on the shelf) who have completed their training periods will fill vacancies in their trade **as** per the job posting procedure, or remain on their existing job **as** per the Collective Agreement.

ii) Present apprentices on training will be covered by Section 2 (b) of this agreement if there is an employee above sixty (60) years of age in this particular trade. If no employee in the trades has attained the age of sixty (60) by the time the apprenticeship is complete, they will be covered by Section 2 (E) (i).

F • A candidate for apprenticeship jobs is required to have successfully completed the Bennett Mechanical Comprehension test.

3: The applicants for the apprenticeship program must be non-trade employees (i.e. employees who are not in one (1) of the regulated trades) who may apply in accordance with the procedures provided in the Collective Agreement.

4: The applicants for the apprenticeship program must have the following qualifications:

A) **An** employee who qualifies for credits in one period or more in the apprenticeship program schedule **as** a result of having acquired experience in the position concerned while working for Ivaco Rolling Mills in a position which is closely related will be given the credit(s) **as** follows:

- |  |           |
|--|-----------|
| a) less than one (1) year of experience: | nil       |
| b) 1 to 2 years of experience:           | 1 period  |
| c) 2 to 3 years of experience:           | 2 periods |
| d) 3 years or more of experience:        | 3 periods |

## B) Education

1. Employees comprised in Group A) herein above must have, **as** a minimum condition of acceptance, a grade ten high school certificate, a specialized trade school certificate or pass the aptitude and reasoning tests prepared by the Company. Should **an** employee who lacks the qualifications be offered **an** apprenticeship position, such employee will **be** allowed to take the necessary courses required to pass such tests. During this period the apprenticeship position shall be held open for the employee. Each apprenticeship application set forth **as** appendix "A", complete with documented proof of education and experience, shall be submitted **to** the appropriate Provincial Government Department. All applications will be reviewed by the CWS committee.

2. All other employees must have, as a minimum a grade ten high school certificate attesting that they have completed with success the preparatory courses for the position to which they wish to apply.

3. Should the Provincial Apprenticeship Acceptance requirements be greater than the Company's requirement, the Provincial Requirement shall be the minimum condition of acceptance into an apprenticeship program.

4. The candidates to apprenticeship who have more education than the minimum required under 1 and 2 above,

**an** apprenticeship course starts his training at the beginning of the first **1040** hour period and is paid at the standard hourly rate of a job class **5** unless he is assigned to a different **1040** hour period in accordance with section **4**, and in such case he is paid the applicable standard hourly rate for that period to which he is assigned. Subsequently, at the end of each **1040** hour period of effective work in the Company's employ, he is given the standard hourly rate of the next following job class, the whole **as** stipulated in the training program which appears **as** Appendices "C" and "D" of this Agreement.

10: **An** employee presently in the Company's employ and who qualified for **an** apprenticeship program will be trained in accordance with the provisions of Section 4 above mentioned but the following provisions apply with respect to his hourly rate:

**A)** If his regular hourly rate is that of the standard hourly rate of job class **8** or above, he will be paid a **salary** rate corresponding to the job class **8** standard hourly rate for **as** long **as** that rate is equal or above the rate for the various periods on the apprenticeship schedule; subsequently his rate will increase in accordance with such schedule.

**B)** If his regular hourly rate is that of the standard hourly rate of job class **5** up to and including job class **7**, he will be paid a salary rate corresponding to the job class **5** standard hourly rate for as long as that rate is equal or above the rate for the various periods on the apprenticeship schedule; subsequently his rate will increase in accordance with such schedule.

**C)** If his regular hourly rate is lower than the standard hourly rate of job class **5**, he will be paid the standard hourly rate provided in the schedule of apprenticeship periods in accordance with the periods to which he is assigned.

**11:** At the end of their apprenticeship, employees who have followed an apprenticeship program must submit to an examination in accordance with the provisions of Section 5.05(E) of the C.W.S. Manual.

**12:** The rate changes determined by the 1040 hour period are effected at the beginning of the pay period which next follows the expiry of the 1040 hours.

**13:** If a job becomes vacant in a position related to an apprenticeship which an employee has successfully completed within the Company's apprenticeship program, the employee is assigned to this vacant job in accordance with the provisions of Article 8 of the Collective Agreement and he is paid the beginner's rate for the job in question except **as** stipulated in section 10 herein above.

**14:** If there is no vacant job in the position in which an employee has satisfactorily completed his apprenticeship in the apprenticeship program, the apprentice is none-the-less considered **as** having a journeyman's qualifications at a beginner's rate in the job in question. The provisions of section 13 apply when the employee is subsequently transferred or assigned to the job for which he has qualified.

**15:** **An** employee accepted in an apprenticeship program for a given job cannot terminate his apprenticeship unless so authorised by the Company.

**16:** a) The Committee will meet on a monthly basis **to** perform the following:

- (i) To review Apprenticeship applications: (Appendix "A");
- (ii) To discuss differences which may arise respecting the

provisions of this agreement;

- (iii) To ensure that adequate and proper training is given to the apprentice;
- (iv) To review testing procedures and results;
- (v) To co-operate with the apprentice, the school authorities, the Company and the Union in the successful operation **of** the Apprentice Training Program;
- (vi) To co-operate with the Apprenticeship Training branch **of** the appropriate Provincial Government Department;
- (vii) To improve the standards **of** apprenticeship by recommending additions and revisions;
- (viii) To recommend plans to create and maintain interest in the Apprentice training Program.

#### 16 b) Apprentice Supervision

The installation of the Apprentice Training Program shall come under the jurisdiction **of** the Personnel Department. The Joint C.W.S. Committee duties shall include recording the progress **of** apprentices; assuring that they are trained according to schedule; assuring that course work is being completed and generally assisting the apprentices in every way possible.

The Personnel Department shall co-operate with the Joint C.W.S. Committee in it's work.

**17:** The Contract of Apprenticeship, properly completed, will be distributed: to the Apprentice, the Company, **the**

appropriate Provincial Government Department, and the Joint C.W.S. Committee.

In addition the Company will supply the apprentice with a record book.

18: The joint C.W.S. committee shall recommend to the Company modification to this apprenticeship program, subject to the approval by the appropriate Provincial Government Department to the extent that it's particular interest may be affected.

### Instruction of Apprentices

19 a) a job training schedule for the apprentice will be developed by the Company.

19.01 b) The Departmental Supervisor shall keep accurate records of the progress of each apprentice in his department **as** to practical and related training; and report to the C.W.S. Committee at specified intervals regarding the progress of apprentices usually at the end of each month.

19.01 c) The apprentice's immediate Supervisor shall ensure that the apprentice obtains the practical work experience outlined in the Schedule of Job Training **as** established for the respective trade and Related Organized Training and is given instruction in safe working methods in each operation **as** it is encountered throughout the terms of the apprenticeship.

19.02 The apprentice shall receive active instruction from

journeymen **and** not be put on the job and expected to learn it alone. He must be given every assistance by qualified journeymen in learning all phases of the trade.

**19.03** The apprentice shall regularly attend any scheduled lecture courses and do such reasonable home study work as may be prescribe by the Company from time to time in order to assist him with his training. All time spent at any such lectures shall be considered as time worked.

**20:** Should an employee who has been a successful applicant into the Company's apprenticeship program have to take the approved Provincial Apprenticeship training courses in a location outside of the Ottawa - Hawkesbury - Cornwall region, the Company's policy regarding financial assistant in such cases is the following:

1) Transportation expotation expenses to and from such location will be reimbursed by the Company on the following basis:

- (a) - said transportation is a maximum **of** every week at the course location;
- (b) - the method of transportation must be approved by the Company;
- (c) - the Company's transportation reimbursement policy will be used to calculate the amount of reimbursement.

2) Sleeping accommodation expenses will be reimbursed by the Company. The Company must first approve the **choice** of accommodation made by the employee. In any case such reimbursement or advancement will not exceed \$700. per

month.

3) The Company will reimburse to the employee any wages which he may not be eligible to receive, while on such training courses, from government programs.

4) Should the courses be in Ottawa or Cornwall the Company will supply an employee with the necessary travel for his own car as per Company policy.

21: All expenses incurred during the school terms (e.g. books, clothing, boots, equipment, etc.) as approved by the Company, and all appropriate expenses incurred in order to obtain Provincial Licences, including salary, as approved by the Company, will be reimbursed.

22: The Joint C.W.S. Committee will review the apprenticeship on a tri- monthly basis so as to advise the Company of any problems, suggest recommendations, periodically review the progress of apprentices, and evaluate the administration of the program.

23: In the event of a conflict between the provisions of the apprenticeship program and those of the Collective Agreement in effect, the Collective Agreement has priority.

Pierre LeBlanc  
Ivaco Rolling Mills  
Rod Mill

Michel Colle  
USWA  
Local 7940-1

APPENDIX "A"

**APPLICATION TO THE APPRENTICESHIP  
PROGRAM**

For the job of,.....

Name,.....

Badge No.....

Address.....

.....

Tel. No.....

Height..... Weight.....

EDUCATION

1. Secondary.....

Year completed.....

2. Technical school.....

Year completed.....

Specialized in.....

Experience acquired at Ivaco Rolling Mills on this job or on

a closely related job.....

.....

.....

.....

**Signature**.....

**Date**..... **Time**.....

**Foreman signature** .....

**Date**..... **Time**.....

**APPENDIX "B"**  
APPRENTICESHIP AGREEMENT  
IVACO ROLLING MILLS  
L'ORIGNAL, ONTARIO

This agreement, in triplicate, executed this .....day of  
..... 20.... between Ivaco Rolling Mills, L'Orignal,  
Ontario (hereinafter the "Company") and .....  
..... (Hereinafter the "Apprentice"), age .....  
born on the ..... day of .....19....., witnesses that  
the above mentioned parties agree that:

1. The Apprentice will work as an apprentice for the  
Company to learn the job of ..... for a period  
of ..... hours of work commencing .....  
.....

2. The apprentice will comply with the provisions of the  
Collective Agreement in effect and to the rules and  
regulations in effect.

3. The Company will take all adequate and reasonable means  
to properly teach the Apprentice the job of .....

.....  
to which he is bound by these conditions, and once the  
Apprentice will have **completed** the apprenticeship to **an**

to the Company's satisfaction, the latter will submit to the Apprentice an apprenticeship certificate attesting his competence and knowledge of the position in which he was bound.

4. The Company may terminate this agreement by giving a notice to the Apprentice to this effect of at least seven (7) days, the whole subject to the grievance procedure of the Collective Agreement In effect.

5. The Apprentice will be subject to all the provisions of the agreement concerning the apprenticeship program, which provisions are shown in Appendix "A".

IN WITNESS WHEREOF the parties have hereinafter signed

.....

Apprentice

IVACO ROLLING MILLS

---

Employee Relations Manager

## APPENDIX "C"

## TRAINING PERIODS

## Training Period

Apprenticeship --  
Trade Job

5 6 7 8 9 10

## Job Classes

Electrician (Wireman) 5 6 7 8 10 12

Machinist "A" 5 6 7 8 10 12

Millwright 5 6 7 9 11 --

Pipefitter (Steamfitter) 5 6 8 10 -- --

Welder 5 6 8 10 -- --

Heavy Equipment Mechanic 5 6 8 10 -- --

Carpenter 5 6 8 10 -- --

**APPENDIX "D"**  
**APPRENTICESHIP TRAINING SCHEDULE**  
**Training periods of 1040 hours**

**JOB**

**CLASS** 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22  
 st nd rd th th

**Job classes**

22 1 2 3 4 5 6 7 8 10 11 14 16|18 20 22

21 1 2 3 4 5 6 7 8 10 11 15|17 19 21

20 1 2 3 4 5 6 7 8 10 11 14|15 16 18 20

19 1 2 3 4 5 6 7 8 10 11 13|14 15 17 19

18 1 2 3 4 5 6 7 8 10 12|14 16|18

17 1 2 3 4 5 6 7 9 11|13 15|17

16 1 2 3 4 5 6 8 10|12 14|16

15 1 2 3 4 5 7 9|11 13|15

14 1 2 3 4 6 8|10 12|14

13 1 2 3 5 7|9 11|13

12 1 2 4 6|8 10|12

11 1 3 5|7 9|11

**Apprentice / Starting****Job**

APPENDIX "E"

APPRENTICESHIP POSITIONS

MILLWRIGHT

ELECTRICIAN

CARPENTER

WELDER

PIPEFITTER (STEAMFITTER)

MACHINIST

HEAVY-DUTY EQUIPMENT MECHANIC

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# **EXTRAS**

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**UNION REFERENCES**Local Union President

At plant: 613-675-4671 ext. 6472 or 675-4964

Mobile: 613-551-6966

Fax: 613-675-4865

e-mail: [local7940@sympatico.ca](mailto:local7940@sympatico.ca)

Président du comité de Santé et Sécurité

At plant: 613-675-4671 ext. 6476 or 675-4965

Hall: 613-632-7671

Fax: 613-675-4865

e-mail: [safety7940@sympatico.ca](mailto:safety7940@sympatico.ca)

**COMPANY REFERENCES**

Medical Department: 613-675-4671 ext. 6690

Human Resources Department: 613-675-4671 ext. 6735

Guard House 613-675-4671 ext. 6205

(Please take note that if you have to call in sick, try to call at least 2hrs before the start of your shift)

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**FOR YOUR INFORMATION****E.A.P. COMMITTEE MEMBERS**

François Dallaire	ext.:	6310-6312
Luc Ladouceur	ext. :	6310
Roger Pelletier	ext. :	6414
Keith Murray	ext.:	6295-6308
Robert Berniqué	ext.:	6262
Roch Laflamme	ext. :	6471
Lynn Brosseau	ext.:	6364
Robert Lalande	ext. :	6645-6228
Paulette Julien	ext. :	6690

Corporate Health Consultants :  
English: 1-800-268-5211

**EAP= EMPLOYEE ASSISTANCE PROGRAM**

## WORKPLACE HARASMENT POLICY

Ivaco Rolling Mills is committed to provide a working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in the workplace while performing their duties, at other work related business and social functions. There shall be no discrimination based on sex, race, religion, disability or nationality. The harassment of a colleague, supervisor or subordinate constitutes a serious disciplinary infraction and will be subject to disciplinary measures up to and including immediate termination of employment.

Any employee who thinks that he/she is subject of harassment should make his/her disapproval and unease known to the harasser immediately. if the situation is not resolved, it should be reported confidentially with specific details such as dates, time and names to the Manager, Personnel & industrial Relations. The Manager, Personnel & Industrial Relations shall deal with any complaint in total confidence involving only the complainant, the alleged harasser and, in the case of a unionized employee, the Unit Chairperson.

G.D. Silverman  
Vice President & General Manager

2003	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
20:00 pm/08:00 am	A	A	C	C	D	D	B	B	B	A	A	C	C	D	D	D	B	B	A	A	C	C	C	D	D	B	B	A			
08:00 am/20:00 pm	D	D	B	B	A	A	C	C	C	D	D	B	B	A	A	A	C	C	D	D	B	B	B	A	A	C	C	D			
OFF	B	B	A	A	B	B	A	A	A	B	B	A	A	B	B	B	A	A	B	B	A	A	A	B	B	A	A	B			
OFF	C	C	D	D	C	C	D	D	D	C	C	D	D	C	C	C	D	D	C	C	D	D	D	C	C	D	D	C			
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FEBRUARY																					1	2	3	4	5	6	7	8			
FEVRIER	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	25	25	26	27	28											
MARCH																					1	2	3	4	5	6	7	8			
MARS	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
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AVRIL	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
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JANVIER 2004																						1	2	3	4	5	6	7	8	9	10

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2004	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
20:00 pm/08:00 am	A	A	C	C	D	D	B	B	B	A	A	C	C	D	D	D	B	B	A	A	C	C	C	D	D	B	B	A	
08:00 am/20:00 pm	D	D	B	B	A	A	C	C	C	D	D	B	B	A	A	A	C	C	D	D	B	B	B	A	A	C	C	D	
OFF	B	B	A		B	B	A	A	A	B	B	A	A	B	B	B	A	A	B	B	A	A	A	B	B	A	A	B	
OFF	C	C	D	D	C	C	D	D	D	C	C	D	D	C	C	C	D	D	C	C	D	D	D	C	C	D	D	C	
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FEBRUARY																						1	2	3	4	5	6	7	
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JANVIER 2005																						1	2	3	4	5	6	7	8

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2005

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20:00 pm/08:00 am	A	A	C	C	D	D	B	B	B	A	A	C	C	D	D	D	B	B	A	A	C	C	C	D	D	B	B	A		
08:00 am/20:00 pm	D	D	B	B	A	A	C	C	C	D	D	B	B	A	A	A	C	C	D	D	B	B	B	A	A	C	C	D		
OFF	B	B	A	A	B	B	A	A	A	B	B	A	A	B	B	B	A	A	B	B	A	A	A	B	B	A	A	B		
OFF	C	C	D	D	C	C	D	D	D	C	C	D	D	C	C	C	D	D	C	C	D	D	D	C	C	D	D	C		
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JANVIER 2006																						1	2	3	4	5	6	7		

2006	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
20:00 pm/08:00 am	A	A	C	C	D	D	B	B	B	A	A	C	C	D	D	D	B	B	A	A	C	C	C	D	D	B	B	A		
08:00 am/20:00 pm	D	D	B	B	A	A	C	C	C	D	D	B	B	A	A	A	C	C	D	D	B	B	B	A	A	C	C	D		
OFF	B	B	A	A	B	B	A	A	A	B	B	A	A	B	B	B	A	A	B	B	A	A	A	B	B	A	A	B		
OFF	C	C	D	D	C	C	D	D	D	C	C	D	D	C	C	C	D	D	C	C	D	D	D	C	C	D	D	C		
JANUARY																														
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MARCH																														
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AVRIL	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
MAY																														
MAI	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27			
JUN																														
JUIN	28	29	30	31																										
JULY																														
JUILLET	25	26	27	28	29	30																								
AUGUST																														
AOUT																														
SEPTEMBER																														
SEPTEMBRE																														
OCTOBER																														
OCTOBRE	17	18	19	20	21	22	23	24	25	26	27	28	29	30																
NOVEMBER																														
NOVEMBRE																														
DECEMBER																														
DECEMBRE	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30											
JANVIER 2007	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								

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