

Collective Agreement

Between

IVACO ROLLING MILLS
LIMITED PARTNERSHIP
(Rod Mill)

herein after called "The Company"

and

UNITED STEELWORKERS
(United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy,
Allied Industrial and Service Workers International Union)

on behalf of its Local 7940

herein after called "The Union"

Effective

January 10th, 2017 to January 9th, 2020

01752 (10)

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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 13th day of February 2017 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 the regular employee performing the job is not available. This is only to cover situations when employees are not available for part of the shift (for example; waiting for a replacement to come in, when an employee has to leave post to go to medical or other personal reason, repair days, breakdowns, roll

changes, a spike in the workload). The foreman will replace the worker for the period required. If there is another qualified bargaining unit employee who is present, immediately available and who is idle, he shall do the work in question.

Employees who are members of Local 7940 will be required to replace, as needed and as directed, employees who are members of Local 8794, and vice versa. Employees will be trained for such work. The company will not use this article to bypass the overtime distribution procedure set out in Article 18.07.

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 a)– While it is not the intent of the Company to utilize outside contractors in lieu of its own employees to perform normal production and maintenance work required to operate and maintain the Company's equipment, the Company reserves the right to continue to use outside contractors. However, when employees are laid off to the street who have the skills to perform the required work, the Company will have such work performed by employees within the bargaining unit. For greater clarity, it is

recognized that the use of contractors is necessary when non-standard situations arise, and also on maintenance down days, and to do construction work. In order to be recalled to perform work which would otherwise be contracted out, the employee must be fully qualified (or in the case of a tradesman, certified or who has been grandfathered in that trade) to perform the work in question. If the employee elects to be recalled for such work, he agrees that he will not be entitled to notice of layoff upon the completion of such work, and that such recall, provided it is for less than 10 days, will not be deemed a recall for purposes of Article 8.12.

1.06 b)– When the Company intends to have trade work (covered by the collective agreement) contracted out, it shall provide the following information to the union, at the earliest opportunity possible, before the work commences;

1. Location of the contract out work
2. Type of contract work
3. Estimated duration of the work
4. Trades to be involved
5. Anticipated utilization of bargaining unit manpower either in conjunction with or peripheral to contract work to be performed.
6. The name of the Company to whom the work will be contracted out.

In the event that the Company uses a trade in a non turnkey project, for more than 1100 hours in a 12 month period (excluding weekly and summer shutdown hours as well as a result of our employees refusing overtime), the Company

will post such trade position in the bargaining unit. The Company will provide the Union with a quarterly account of hours invoiced for each trade (hours only).

If the Union wishes to discuss any of the information provided here above, they will request a meeting with management, who will endeavour to convene a meeting as soon as possible prior to the work being contracted out. The parties acknowledge that the scheduling of such meeting will not delay nor prevent the sub-contracting.

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

1.06 d) - The Company will use its best efforts to ensure tradespeople used by contractors are qualified tradespeople. In cases of layoff, the Union shall be provided with proof of qualification, for an individual (working for a contractor), when requested.

1.07 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.

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

1.07 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 Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) , 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.

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 Safety Committee, (1) WSIB 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 twenty (20) 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.

6.10 - The Company recognizes the right of employees to have Union representation during return to work (RTW) accommodation, or medical review/representation meetings held with a Company representative, on or off work site. The Union and the concerned employee shall be made aware of the purpose of such meeting ahead of time, and the union JHSC Co-Chair, or his designate, may attend, when requested by the employee.

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 1- 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 Union President 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. Failing agreement either party may apply within thirty (30) days to the Ministry of Labour for appointment of an arbitrator

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.

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 (½) 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 five hundred and twenty (520) regular and overtime (straight time) 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 **five hundred and twenty (520) 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 **five hundred and twenty (520) working hours** 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.

(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 eighty-four (84) 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 permanent 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 *or* provided he has fully completed the training check list within the last twelve (12) months.

8.06 (d) In all cases of lay-off exceeding eight (8) weeks, an employee who exercises his bumping rights as per Article 8, will be trained (excluding Trade Jobs) up to a maximum of eighty-four (84) working hours.

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 84 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 less than thirteen (13) 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. This clause doesn't apply in cases of breakdown, as described in article 8.09b).

Notwithstanding the above, where the Company's production requirements necessitate recalling a group of employees to restart production for any period, including periods of less than 10 working days, it will recall the employees on lay-off from the plant in accordance with Article 8.07 (a). When the recall is for a period of 10 working days or less the trial or training period will not apply. Such employees must accept the recall. In the event of a subsequent lay off within the said 10 working days or less, the employee shall not be entitled to notice of lay off as provided herein.

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 Workplace Safety and Insurance 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 5th, 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 lines 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. 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.

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) - When filling vacancies in the line of progression, the company will canvass volunteers from the job immediately below the vacancy. If there are no volunteers then the junior employee in the job immediately below will be assigned to the vacancy, unless he has medical restrictions which cannot be accommodated.

8.16 (b) Deleted item

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.

8.20 – The Company reserves the right to assign employees to any available work in the Plants, regardless of their position in order to complete a specific task or to replace another employee during a shift. Employees who are temporarily assigned shall receive the regular rate of pay during such assignment or at the rate of the job if such rate is higher. For greater clarity, the normal transfer and training provisions of the Agreement will not apply in such cases. Employees, including senior employees, will be trained to perform the work in question. The Company will not use this procedure in order to by-pass the overtime distribution procedure set out in Article 18.07.

8.21 - Skilled trade and production employees may be assigned from the Melt Shop to the Rod Mill, and vice-versa, as required in order to meet maintenance and production demands efficiently.

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. No further employees shall be released from the line of progression until the first employee returns to the line of progression. In the absence of a line of progression, only one (1) employee from the job position will be released to fill such temporary vacancies. Employees classified within a trade position are excluded from applying for a temporary vacancy.

In case of Trimmer/Taggers, the company will allow a maximum of eight (8) employees to leave the job position to fill temporary vacancies.

9.01 (d) Employees on a temporary posting are excluded from applying for another temporary vacancy for a period of 4 months. 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.

9.01 (e) - An employee will not be able to post on a job from which he posted out of for a period of twelve (12) months after he posted out.

9.01 (f) - An employee on WI, LTD, or WSIB cannot apply for a temporary posting.

9.01 (g) An employee transferred to a non-bargaining unit position will not be able to apply on any postings.

9.01 (h) An employee who has been absent for more than six (6) months, whether on WI, LTD or WSIB, cannot apply for a permanent posting.

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.

In the event a successful applicant is not transferred to his new position within four (4) months of being awarded the position, the Company shall pay to the employee an hourly premium equivalent to 20% of the employee's hourly rate for the duration of the delay. The premium shall be paid starting the first full pay period following the fourth month

anniversary of the effective date of the awarding of the posting. In the case of retirements, the effective date will be delayed until the employee retires. This premium is not be taken into consideration in the calculation of the hourly rate applicable for overtime work.

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. When required the Company may temporarily transfer employees within a classification on A crew to D crew, and employees on B crew to C crew, and vice-versa for purposes of training and balancing of skills. Such temporary transfers will not last more than three months.

9.03 d) An employee who goes to a job through posting will be required to stay on such job for a period of 21 months before he can apply on another posting. This restriction does not apply to a qualified tradesman who is working on a production position applying for a trade position.

The 21 months restriction on applying for a posting will not apply in the case of a posting on a day shift which is posted according to article 9. (Applies to employees who are not already on a day shift position.)

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. In the

future all trades positions will be filled by licensed tradespersons in the specific trade required, except for those employees who held permanent postings in these positions in the past. The company will continue to provide trades training hours to employees with whom it has written agreements for this training.

9.05 - All temporary transfers from one job to another job on the same shift will be assigned to the junior employee provided he has the skill and ability. All temporary transfers from one shift to another shall be from A crew to D crew and B crew to C crew and vice versa, and shall be assigned to the junior employee provided he has the skill and ability. When selecting the individual for transfer, junior full time employees will be given preference over students for such temporary transfers.

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 - After forty-five (45) working days the job will be

posted as permanent or temporary, except where the absent employee provides medical or other information that his return to work will occur within a reasonably foreseeable period of time after the forty-five (45) 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.

9.11 - In the event that an employee from either bargaining unit (7940 and 8794) is permanently laid off out of the plant such employee will be able to use his/her full seniority, from the date he/she was hired, to displace (bump) any employee from the other bargaining unit who was hired after January 10, 2012 whose work he is

qualified to perform pursuant to Article 8.04. An employee exercising this right will accumulate seniority in each respective Bargaining Unit as per Article 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 pensions 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 may be granted to an employee only after verbal agreement with his Foreman. Such leave shall not affect the benefits and the seniority standing of the employee on leave. Such requests shall not be unreasonably withheld.

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. Employees on such leave will be paid their regular earnings and the union will reimburse the company on a monthly basis.

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 sixty (60) 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. The

Company shall provide a triplicate form for use by employees for leave of absence requests.

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. All employees will be required to attend a one hour safety meeting once per month. Employees may be required to attend the meeting on overtime or replace a co-worker on overtime who is attending the meeting.

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 paycheck 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 accidents/incidents or illnesses. A completed copy of the Workplace Safety and Insurance 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 Workplace

Safety and Insurance Board:

11.11 - The Company shall assist in reporting accident related injuries or industrial illnesses, to the **Workplace Safety and Insurance Board** of Ontario.

The Company will report all accident related injuries to the **Workplace Safety and Insurance 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, Mark's Work Warehouse and G.K. Services.

The Company will discuss with the Union prior to adding to 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, within 90 days following ratification, 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. The period when the Collective Agreement is under the Union's control for review will not be calculated in the 90-day time limit.

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 **Workplace Safety and Insurance 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, step child, son-in-law, daughter-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.

16.03 – An employee shall be allowed to work and transfer up to two (2) of the paid working days here above, in 16.01 and 16.02, to the date of the actual funeral, memorial service or celebration of life.

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 as the Company

determines:

- (i) Day shift and one shift operation between 08:00 hours to 16:00 hours or 07:30 hours to 15:30 hours or 07:00 hours to 15:00 hours. Monday to Friday
- (ii) Two shift operation between 07:30 hours to 15:30 hours and 15:30 hours to 23:30 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
- (iv) 12 hour day shift operations between 07:00 hours and 19:00 or between 08:00 hours and 20:00 hours

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.			
AACCDDDB	BBAACCD	DDBBAAC	CCDDBBA
8:00 a.m./20:00 p.m.			
DDBBAAC	CCDDBBA	AACCDDDB	BBAACCD
OFF			
BBAABBA	AABBAAB	BBAABBA	AABBAAB
OFF			
CCDDCCD	DDCCDDC	CCDDCCD	DDCCDDC

The above schedules are the normal hours of work. It is recognized that business conditions may require the

implementation of alternate schedules. Prior to installing any such alternate schedule, the Company will provide at least thirty (30) days notice to the Union and will meet with the Union to discuss. The Company agrees to consider any alternative suggestion put forward by the Union. Any alternate schedule will provide each employee with at least one (1) full weekend off in four (4), but the Company will endeavour to provide two (2) full weekends off in four (4). The Company will not unreasonably decline to implement an alternative schedule which provides 2 full weekends off out of 4 provided it is equally efficient and does not result in additional cost to the Company.

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.

Any errors or omissions in the pay of an employee amounting to less than two hundred and fifty dollars (\$250.00) shall be corrected on the next pay day. Any errors or omissions caused by the Company or its payroll agent in the pay of an employee amounting to more than two hundred and fifty dollars (\$250.00) shall be paid by manual cheque at no cost to the employee within the next three (3) working days of the Company being made aware of the error or omission by the employee.

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.

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 - The choice of whether it will operate on an eight, ten or twelve hour schedule will be determined by the Company. Start and finish times will also be determined by the Company.

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.

- 10 hour shift: a total of one and one-half hours of rest and meal periods.

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

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. An employee will be paid overtime at the job class of the job being performed.

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.

18.07 c) – An employee who accepts an overtime shift and who subsequently is absent for this shift, without valid reason, will be charged twice the number of hours missed as refused overtime.

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.

The Company will provide a copy of the procedure to be followed to record overtime refusals which will stipulate that eligible employees who fail to respond to posted opportunities for overtime will be charged with a refusal.

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 unscheduled overtime after the termination of his regular work period shall be provided with either a meal allowance or meal ticket of \$11.50, 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 **during the week they take their 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. Such leave must be taken on his last scheduled shift(s) before, or his next scheduled shift(s) following his vacation.

21.08 (a) - The Company may, at its discretion, close the plant for vacation purposes. The Company will notify the Union not later than April 1st 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.

If the shutdown is scheduled outside the summer period of July 1st to August 31st, an employee who has two (2) weeks vacation entitlement per year must take one week of such vacation during this shut down period. All employees with more than two (2) weeks vacation entitlement per year must take two weeks vacation during such shutdown. However, employees cannot be required to change previously approved vacation schedules without their agreement.

The Company will post by April 1st its minimum anticipated labour needs for shutdown periods. This posting shall include the minimum number of required employees in each position. This is not to be construed as

a scheduling commitment or a guarantee of such shifts, and is subject to change by the Company without notice.

Non-trade employees who are willing to work during the vacation shut down period will be required to indicate their willingness to do so by adding their names to the vacation shut down list. Those employees indicating a willingness to work the vacation shut down will be obligated to work if selected by the company.

The vacation shut down list will be circulated at the same time as the approved vacation list.

Vacation will be distributed in seniority order as per the CLA.

Non-trade employees who elect and are selected to work the vacation shut down period in accordance with the above procedure, will be required to choose their vacation allotment outside of the vacation shut down period. Employees who put their names on the list but are not required to work during the vacation shut down period, will be required to move previously scheduled vacation to the vacation shut down period.

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 shutdown period will be allowed to take vacation as follows:

Number of Employees in Position	Number of Employees on Vacation	Number of Employees per shift of Vacation
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).

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 **Workplace Safety and Insurance Board** or the Private Insurer as temporary total disability compensation benefits (including any offsets from such benefits due to an existing pension) 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:

Job Class	Effective January 10 th , 2017	Effective January 10 th , 2018	Effective January 10 th , 2019
i	\$25.11	\$25.61	\$26.13

2	\$25.33	\$25.83	\$26.35
3	\$25.54	\$26.05	\$26.57
4	\$25.76	\$26.27	\$26.80
5	\$25.97	\$26.49	\$27.02
6	\$26.18	\$26.71	\$27.24
7	\$26.40	\$26.93	\$27.46
8	\$26.61	\$27.14	\$27.69
9	\$26.83	\$27.36	\$27.91
10	\$27.04	\$27.58	\$28.13
11	\$27.25	\$27.80	\$28.36
12	\$27.47	\$28.02	\$28.58
13	\$27.68	\$28.24	\$28.80
14	\$27.90	\$28.45	\$29.02
15	\$28.11	\$28.67	\$29.25
16	\$28.33	\$28.89	\$29.47
17	\$28.54	\$29.11	\$29.69
18	\$28.75	\$29.33	\$29.92
19	\$28.97	\$29.55	\$30.14
20	\$29.18	\$29.77	\$30.36
21	\$29.40	\$29.98	\$30.58
22	\$29.61	\$30.20	\$30.81
23	\$29.82	\$30.42	\$31.03
24	\$30.04	\$30.64	\$31.25
25	\$30.25	\$30.86	\$31.48
26	\$30.47	\$31.08	\$31.70
27	\$30.68	\$31.30	\$31.92
28	\$30.90	\$31.51	\$32.14
29	\$31.11	\$31.73	\$32.37
30	\$31.32	\$31.95	\$32.59

Trade Job Classes	Effective date of Ratification	Effective January 10 th , 2018	Effective January 10 th , 2019
124	\$30.11	\$30.71	\$31.33
126	\$30.54	\$31.15	\$31.77
128	\$30.97	\$31.59	\$32.22
130	\$31.40	\$32.03	\$32.67
135	\$32.47	\$33.12	\$33.78
136	\$32.75	\$33.41	\$34.07
137	\$32.90	\$33.56	\$34.23

139	\$33.18	\$33.84	\$34.52
141	\$33.61	\$34.28	\$34.97
143	\$34.04	\$34.72	\$35.42
150	\$35.54	\$36.25	\$36.98

Lead Hands will be paid seven (7) job class increments above the highest paid classification of any employee under them. Lead hands will perform the normal production or maintenance work of the department to which they belong. The parties agree that the current application and practice of overtime distribution will continue.

23.02 (a) - Starting in the first year of this collective agreement (i.e. January 10th, 2017), 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 November 2008 ,(issued in December 2008) to which shall be compared the C.P.I. for the month of February 2009 (issued in March 2009). The first adjustment shall then be calculated and added to the base hourly rate effective the first complete pay period of April 2009. This formula shall then be repeated every three months thereafter until the expiration of the present collective agreement (i.e. January 9th, 2020).

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

Note: The COLA will be frozen during the term of the Collective Agreement.

23.02 (c) - For production employees (non-trade employees) hired after date of ratification, the progressive wage structure for will be amended as follows:

- a) Date of hire to completion of 12 months - 70% of standard hourly rate.
- b) Start of 13th month to completion of 24 months – 75% of standard hourly rate.
- c) Start of 25th month to completion of 36 months – 80% of standard hourly rate.
- d) Start of 37th month to completion of 48 months – 85% of standard hourly rate.
- e) Start of 49th month to completion of 60 months – 90% of standard hourly rate.
- f) Start of 61st month – 100% of standard hourly rate.

23.02 (d) Employees in the classifications listed below will receive an upgrade of \$1.00 per hour after 1 year of continuous work in said position after date of ratification. Employees will receive an additional increase of \$0.50 per hour once they complete 2 years of continuous work in said position after date of ratification. The upgrade will further be increased by \$0.50 per hour once they complete 3 years of continuous work in said position after date of ratification. For the purpose of this article, 1 year will equal 2000 regular worked hours.

The following Lead Hand positions will be included in the Company's key position list below. The positions affected by the upgrade will be as below:

- Mill Lead Hand
- Main Pulpit Operator
- Finisher

23.03 – REMOVED

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 1 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.

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;
- (f) 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.

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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.

23.33 - TECHNOLOGICAL CHANGE

The Company will meet with the **Union President** of local 7940, U.S.W., 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**

the letter of agreement procedure regarding CWS in the collective agreement, will not be less than the higher job class of the two (2) jobs which were combined.

The Company will advise the Union President 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: Year 1 – Increase from \$0.35/hour to \$0.40/hour (effective on date of ratification)
Effective January 10th, 2019 – Increase from \$0.40/hour to \$0.45/hour.

Night Shift: Year 1 – Increase from \$0.55/hour to \$0.60/hour (effective on date of ratification)
Effective January 10th, 2019 – Increase from \$0.60/hour to \$0.65/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. The Employer's obligation hereunder is solely to pay eighty percent (80%) of the premiums to provide the benefits hereunder. The employees shall take all such benefits subject to the terms and conditions of the respective plans. The Company agrees that it will make its best efforts to contract with an Insurance Carrier which is prepared to agree that any dispute concerning an employee's entitlement to disability benefits will be resolved through the Grievance and Arbitration procedures set out in the Collective Agreement.

The cost of the premiums for the Group Insurance Program referred to in this Collective Agreement will be shared by the employees and the Company; 80 per cent (80%) by the Company and 20 percent (20%) by the Employee. Any and all costs associated with the Ontario Health Premiums shall be borne solely by the Employee.

(a) Life Insurance: \$55,000/employee;
\$11,000.00/spouse; \$8,500.00/child & step child;
\$8,500.00/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: \$1,400.00 per month effective on date of ratification, for 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: The Drug Plan will exclude “over the counter drugs”, even if prescribed by a doctor and will reimburse only to the level of the generic equivalent, unless the physician specifies a particular brand of drug for a medically justifiable reason. There will be a 20% coinsurance as described in Appendix A in this Collective Agreement.

- (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 \$3,000.00 maximum per person per calendar year under the Basic dental plan. Reimbursement of eligible expenses for the first three (3) years of the agreement 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.
 - (iv) The dental plan shall provide the same level of benefits, with the same re-imburement costs, to employees who reside in Quebec as those who reside in Ontario. The services which have been covered by the dental plan in effect December 4/08 shall continue to be covered for the term of the 2009-2012 Collective Agreement.
 - (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 \$350.00 once every two (2) years.

25.02 - The cost of the premiums for the benefits outlined in 25.01 above shall be borne eighty percent (80%) by the Company and twenty percent (20%) by the employees. Any and all costs associated with the Ontario Health Premium shall be borne solely by the employee.

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 (a)(i) - Anybody who retired during the labour dispute shall have their retirement health care benefits reinstated retroactive to the date of retirement.

There shall be no retiree benefits provided to any employee who is hired after January 9th, 2009.

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 st ,		August 31 st ,	
2005	\$58.00	2005	\$30.00

A pension plan and benefits booklet will be provided to all employees within one hundred and eighty (180) days following ratification.

A bonus of up to \$25,000.00 maximum, minus normal statutory deductions, to be paid to employees who actually reach 35 years of service under the DB plan (based on a formula of \$5,000.00 per year of active service completed after the ratification of this Collective Agreement). Such bonus will be offered for the next seven (7) years.

The defined benefit pension plan outlined above will be maintained only for employees hired before the date of ratification of January 10, 2006.

25.07 - Pension for employees hired after ratification..

Effective one month following date of ratification, the Company will, subject to the second note below, introduce a defined contribution plan (the “Ivaco Employees D.C. Plan”) for all employees hired subsequent to the date of ratification. The Ivaco Employees D.C. Plan will be identical in all relevant respects to the D.C. Plan provided to Ivaco salaried employees, and in particular, in all matters pertaining to costs and eligibility. Those employees hired subsequent to date of ratification will not participate in the existing defined benefit plan provided to employees hired prior to ratification. The Ivaco Employees D.C. Plan will be as follows:

Years of Service	Employer basic	Employee Vol. Contr.	Employer Match
0 – 5	2%	--	--
5 – 10	2%	2%	2%
10 – 15	2%	3%	3%
15 and more	2%	4%	4%

*Note: All percentages apply to basic compensation payable to the employee, including supplemental hours, if any.

**Note: Only the Employer basic contribution of 2% (as defined in and subject to the limitations set out in the Ivaco Salaried D.C. Plan) will be made to the Steelworkers’ Members Pension Benefit Plan. The employee voluntary

contribution of 2% after 5 years, 3% after 10 years, and 4% after 15 years, matched by Employer contributions in the same amount, will be made to the Ivaco Employees D.C. Plan. The Employer accepts no liability of any sort arising out of the Steelworkers' Members Pension Benefit Plan, other than the obligation to make the 2% Employer basic contribution referred to earlier. For greater clarity, no liability arising from any under funding, solvency deficiency, or deficit of any sort which may be experienced by the Steelworkers Members Pension Benefit Plan is or will become the responsibility of Ivaco or its related or associated companies. Upon acceptance and execution of this Offer, Ivaco will execute the Participation Agreement in connection with the Steelworkers' Members Pension Benefit Plan, attached hereto as Appendix "C" and dated December 19th, 2005.

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 - the remittance will be made payable to the order of Renaissance Investments and forwarded to:

Renaissance Investments
Attention: ATL Operations
Re: USW District Six Savings Plan
1500 Robert Bourassa Blvd
Suite 800
Montreal, QC
H3A 3S6

WORK RULES AND MANPOWER REORGANIZATION

WORK RULES

- 1) Employees on days must be on the job and ready to work for the start of their shift. Lunch periods and breaks will be observed and will follow the contract.
- 2) The Company will adhere to the law during heat stress periods.

- 3) Employees must have permission from their foreman to go to union trailer unless they are on their scheduled break.
- 4) All contact between the union and the Company will be through HR and the Superintendent.
- 5) Continuous improvement is an important part of Mill operations. Employees will be required to fully participate in continuous improvement projects and the Quality System.

MANPOWER REORGANIZATION

- 1) The rolling mill operators will be given breaks by the utility personnel. They will be responsible for building up guides as required.
- 2) Employees will be properly trained in operating the remote control cranes and the small fork lifts and will be allowed to do so as required.
- 3) The Union agrees that the Company has the right to terminate jobs and that this issue does not need to form part of this settlement offer.
- 4) The primary responsibility of the 5 utility personnel (2 in the rolling mill and 3 in coil handling) will be to provide breaks for their respective departments. They will operate the lugger truck as necessary to transport the scrap generated in their departments to the yard. They can also be utilized in whatever capacity is required (i.e. mill clean-up, painting, scale removal, coil banding etc.) in all of the departments.
- 5) Stores will operate day shift only. Emergency issues

during the off-shifts will be done by security or the foremen.

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 10th of January 2017 to and including the 9th of January 2020.

Notice that either party wishes to terminate or amend the terms hereof may be given during a period of ninety (90) days preceding 9 January 2020 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 January 31st 2017:

IVACO ROLLING MILLS LIMITED PARTNERSHIP UNITED STEELWORKERS OF AMERICA
ON BEHALF OF ITS
LOCAL 7940

Joe Olenick	Richard LeBlanc
Pierre LeBlanc	Eric Fournier
Patrick Martel	Claude Plouffe
	Sacha Lalonde
	Daniel Carrière
	Mario Léveillé

APPENDIX A

-Introduction of a coinsurance of 20%

Coverage for eligible drugs are provided with reimbursement of 80% paid by the plan. Reimbursement is based on the reasonable and customary charge for the drug as determined by the insurance company. This means if the member's pharmacist charges more than the reasonable and customary price, the plan will only reimburse based on the specified price and the member will be responsible for paying the difference.

-Limiting eligible drugs to those legally requiring a prescription (I.e. excluding over the counter drugs).

The plan will cover the cost of most drugs and contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. The plan will reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist, if the applicable provincial legislation permits these health professionals to prescribe those drugs. Over the counter drugs are specifically excluded unless specifically identified as life-sustaining by the insurance company.

-Reimbursement based on cost of generic as set out below

Eligible drugs with a generic equivalent will be eligible for coverage up to the cost of the lowest-priced generic or interchangeable drug. This means that the member will only be reimbursed based on the lowest price and will be responsible for paying the difference. The member's pharmacist can help identify were a generic equivalent is

Letters of Agreement

ROD MILL – LETTERS OF AGREEMENT –INDEX

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- CWS Program
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- Tools
- Improvement and Changes
- Canteen
- Union Relationship
- Office Facility
- Clothing
- PPE & Clothing
- Health and Safety
- Temporary Foremen
- Overtime
- Joint Training Committee
- Medical Reports
- Summer Vacation
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- Pension Plan – Grow-in Window
- Manpower Reserve (MPR) / Labour Pool
- Safety – Right to refuse
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- Clarification in regards to postings
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- **Overtime Distribution**
- **Retention and Layoff of Lead Hands**
- **Extension of Layoffs/Summer Shutdown**
- **Training Senior Personnel**
- **Plant Closure**
- **USW Hawkesbury Education Fund**
- **CWS**
- **Wages Tradesmen**
- **Insurance Carrier**

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.

Patrick Martel	Eric Fournier
Ivaco Rolling Mills	United Steelworkers,
Rod Mill	Local 7940

Letter of Agreement

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

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

Patrick Martel	Eric Fournier
Ivaco Rolling Mills	United Steelworkers,
Rod Mill	Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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 breaks except to buy food.

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

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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 January 9th, 2020 (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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

Letter of Agreement

RE: PPE AND CLOTHING

All PPE and clothing on the approved list will be supplied at no cost to the employees so they have the proper attire to fulfill the tasks associated with their positions. To obtain the required PPE and Clothing, the employee will need to obtain the required form signed by the appropriate member of management. In most cases, their immediate Supervisor will provide this form.

When a replacement is needed for an item on the list, the employee will need to obtain a signed form as above. The employee must then return the used item to the general foreman within 1 calendar week. If the employee fails to do so, the cost of the newly issued replacement item will be deducted from the employees pay.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers,
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

Re: SUMMER VACATION

The parties agree to enter into an agreement allowing postings for summer vacation replacements on day shift 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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

Re: **PENSION PLAN "GROW-IN WINDOW"**

An employee who retires between September 1st, 2002 and August 31st, 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 1st, 2002 and August 31st, 2005 on the dates specified below:

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

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

Jan. 10, 2017

Re: MANPOWER RESERVE (MPR) / LABOUR POOL

The Company and the Union agree on the following:

1. Method of pay calculation:

- Where a MPR/Labour Pool employee is scheduled to follow a 12 hour shift for less than 2 full weeks, the basic agreement will apply. Ex. Overtime 150% after 40 hours.
- Where he is scheduled for 2 full weeks or more (on the same shift) he will be paid as per the other employees on 12 hour shifts.

2. The MPR/Labour Pool schedule will be posted by 16:00 hours on Thursday each week for the following week.

3. A copy of the schedule, including changes, must be given to the Union on each week.

4. Employees not available for three consecutive shifts will attend a meeting with the Local Union President or designate and the Personnel Office for an investigation into reason(s).

5. All leaves of absence of 1 shift or less will be reviewed by the person responsible for the

MPR/Labour Pool prior to the schedule making on Thursday at noon each week preceding leave of absence.

6. Employees are entitled to telephone after 14:00 hours on Friday to find out their schedule for next week.
7. Any changes in the schedule will be made by the person responsible for the MPR/Labour Pool (or his designate). The employee will be phoned and notified of said changes.
8. All scheduled MPR/Labour Pool employees are subject to change.
9. Any mistakes in scheduling or typing should be reported to the person responsible for the MPR/Labour Pool (or his designate) immediately.
10. When an employee is called and a message is given to a person other than the employee (wife, mother, father, answering device), it is as good as a message given directly to the employee.
11. If an employee is not available to come to the phone when he's called, he has 15 minutes to return the call.
12. Trades personnel in the MPR/Labour Pool are assigned to trades as requested- Electricians, Welders, Mill Mechanics, Pipefitter, Heavy Mechanics- by seniority and qualifications.
13. Up to a maximum of four (4) employees at any one time in the MPR/Labour Pool shall be given shift and job preference by seniority from a list of positions stipulated by the Company based on the likelihood that

these would be jobs required to be filled by pool employees. Once a year on February 1st, such employees will indicate their job and shift preference. This option is conditional upon such employee having more than three (3) years seniority.

14. Employees exercising their right under section 13 here above, shall be scheduled/assigned on their first, second or third choice, in that order, when work is available. Scheduling/job assignment shall be conducted by seniority for these employees.

15. Training will be given equitably as much as practical amongst the MPR/Labour Pool employees on a seniority basis.

16. Statutory holidays will be paid as for either the last day worked before, or the first day worked after the holiday whichever gives greater benefit.

Patrick Martel	Eric Fournier
Ivaco Rolling Mills	United Steelworkers,
Rod Mill	Local 7940

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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

Re: STORES

The company will combine the job of Receiver (Melt Shop) and Storesman (Rod Mill). The new jobs will be posted in alternating bargaining units to ensure the same number of employees from each unit. The company may, at its discretion, decide to have some of the receiving done at the final destination/department by employees in such areas as required.”

Patrick Martel

Eric Fournier

Ivaco Rolling Mills
Rod Mill

United Steelworkers,
Local 7940

Letter of Agreement

CLARIFICATION IN REGARDS TO POSTINGS

In an effort to clarify the rules surrounding the Posting and Bumping procedures where employee movement is concerned, the parties agree to the following:

1. For moves from permanent posting to permanent posting article 9.03(d) will apply. An employee who goes to a permanent job through a posting will be required to stay on such job for a period of **twenty one (21) months** before he can apply on a permanent job posting.
2. For moves from temporary postings to temporary postings article 9.01 (d) will apply. Employees on a temporary posting are excluded from applying on another temporary posting for a period of 4 months. Other restrictions of 9.01(d) continue to apply.
3. An employee having received a permanent position via the job posting process is excluded from applying on a temporary vacancy for a period of **twenty one (21) months**, unless it is to a day job, in which case the four (4) month freeze will apply.
4. An employee who does not hold a permanent position or who has been on a permanent position for more than **twenty one (21) months** may transfer from a temporary posting to a permanent posting without restriction.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

APPRENTICESHIP PROGRAM – SKILLED TRADES

It shall be understood that apprenticeship positions will be created solely at the company's discretion.

Article #1 APPLICATIONS

- A) Notice of apprenticeship openings for specific trades will be posted on the Company's bulletin boards for a period of 5 working days.
- B) Applications for apprenticeship will be accepted by the Human Resources Department as per established practice
- C) Applicants must meet the minimum eligibility requirements as outlined in Article #2. These employee's applications will then be turned over to the Joint Apprenticeship Committee for their evaluation.
- D) In the event that there are no employee applicants that meet the requirements outlined in Article #2 of this agreement, the Company will assess and evaluate outside applicants. Applications from outside applicants who meet the requirements of Article #2 will then be turned over to the Joint Apprenticeship Committee for their evaluation.

Article #2

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

A) Selected applicants will be subject to relevant tests and be interviewed for an assessment of their qualifications. The selection committee will determine the test required for each trade.

B) Selection of apprentices under this agreement shall be based on the test results referred to in 2A) above as well as the applicants skill, efficiency, related experience and ability to perform the work. The selection committee will produce the scoring grid. The above being relatively equal (within 10% of compiled score), seniority shall govern.

C) In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

- 1) Applicants must have a grade 12 education or equivalent
- 2) Applicants must have attained a passing mark on the screening tests
- 3) Applicants must be 18 years of age or older
- 4) Applicants must be physically able to work in the trade
- 5) Applicants must be non-trade employees.**

Article #3

TERM OF APPRENTICESHIP

A) The term of apprenticeship shall normally be 4 years in length, but shall be based on the number of hours actually worked. Related formal training must be completed within the term of apprenticeship.

B) When the Apprentice has completed his/her term of apprenticeship, he/she will be assigned as a Beginner in his/her respective trade.

C) Once the Apprentice has completed the term of apprenticeship, he/she will have 12 months to obtain the related Trade Certification as defined by the provincial governing authority. He/she will remain at beginner rate until he/she obtains his/her Trade Certification. Upon failure to obtain the related trade certificate within the 12 month period, the person will then be assigned to the Manpower Reserve list where he/she will be able to apply on available posting in non-trade positions.

D) The Company must advise the Union when an Apprenticeship Agreement is cancelled for whatever reason. If the Union does not agree with the Company's decision it may file a grievance in accordance with the provisions of the Collective Agreement.

Article#4

APPRENTICE RATE SCHEDULE

A) Each apprentice, provided he/she maintains satisfactory progress, shall receive a basic hourly rate in accordance with the following schedule: The 8000 hours (or as prescribed by a governing body) period of apprenticeship shall be divided into 8 equal periods of 1000 hours. The starting rate will be equal to class 8. The apprentices shall be entitled to an increase equal to one eighth (1/8) of the difference between the starting rate and the applicable beginner tradesman rate at the completion of each 1000 hour period.

B) An apprentice who is given credit for previous experience shall be paid the wage rate for the period for which the employee was credited.

C) The apprentice will have the full rate of pay for their respective trade, upon obtaining a recognized trade certificate.

Article #5

JOINT APPRENTICESHIP SELECTION COMMITTEE

a) This Committee shall be composed of an equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Director of Human Resources or his/her designate and the Union President shall act as Co-Chairpersons of this committee. The Union shall appoint its committee member of the Joint Apprenticeship Selection Committee for the plant, one of which will be a tradesperson. The Committee shall not exceed 4 persons.

b) The Joint Apprenticeship Selection Committee will convene once per year to review the progress of current apprentices (If any) or at any time when the Company requires that an apprenticeship be initiated in a specific trade.

c) The Union members of the Joint Apprenticeship Selection Committee will be paid their regular rate for time spent working on official business of the committee for the hours they would have otherwise worked in the plant.

d) It shall be the duty of the committee to:

1) Ensure that applicants who meet the minimum qualifications are interviewed, assessed, and impressed with their responsibilities in the program. The acceptance

or rejection of applications for apprenticeship shall be governed by the standards established in article 2.

- 2) Review test results referred to in article 2.
- 3) To place the successful apprentice(s) under agreement by signing the Apprenticeship Contract.

Article #6

EXPENSES – new addition re expenses

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 assistance in such cases is the following:

- 1) Transportation 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 \$700.00 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 regardless of the location.

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

5) To be eligible for such reimbursement the employee must successfully pass the apprenticeship courses he takes.

6) 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.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

RE: EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Company and the Union will maintain and promote a mutually satisfactory joint Employee Assistance Program for all bargaining and non-bargaining unit employees who may require assistance with personal problems which may or may not arise out of the workplace. The Company shall

make arrangements to pay and have this service available. Information booklets will be provided for all employees. Access to and use of, or the fact of referral to the EAP, shall be strictly confidential.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

Letter of Agreement

RE: HUMANITY FUND

The Company agrees to deduct on a weekly basis the sum of one (1) cent per hour from the wages of all employees in the bargaining unit for all hours worked, and prior to the fifteenth (15th) of the month following, shall pay the amount so deducted to the Humanity Fund and shall forward such payment to the United Steelworkers, National Office, 234 Eglinton Avenue E., Toronto, M4P 1K7, and shall advise in writing both the Humanity Fund at the above address, and the local Union, that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above, may be discontinued by any employee in the bargaining unit after the receipt by the Company and local Union, within one month of each ratification of the agreement, of that employees written statement of his desire to discontinue such deduction from his pay.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: PARENTAL LEAVE

Employees who are off on a Parental Leave may be called to work for one (1) shift per week, after providing their availability on jobs for which they are qualified. Employees accepting to work during their Parental Leave will be paid straight time at their regular rate.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: LOCKER ROOM

Employees transferred to a non-bargaining position will not be permitted to use the bargaining unit locker room for the duration of the transfer.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: MENTAL HEALTH IN THE WORKPLACE

Within the first year of the Collective Agreement, the Employer shall offer a four (4) hour paid training/awareness session on dealing with Mental Illness

in the workplace to all employees, on a voluntary basis and on the employee's day off. The training provider has to be agreed to by the parties.

Patrick Martel
Ivaco Rolling Mills
Melt Shop

Eric Fournier
United Steelworkers,
Local 7940

LETTER OF AGREEMENT

RE: OVERTIME DISTRIBUTION

The following procedure clarifications have been agreed to between IRM and USW Local 7940 with respect to overtime distribution for the hourly employees of the Rod Mill:

1. All overtime is to be administered as per article 18 of the collective agreement. Article 18.07 (a) provides a definition of employees who are "normally performing the work". Pursuant to that definition, "Normally performing the work" as used in this agreement includes an employee who is performing the work on a temporary basis of one week or more. Such employees will not be entitled to overtime on their regular jobs for the duration of the temporary assignment.

2. The Company retains the right to fill temporary vacancies at straight time rates, without incurring any overtime costs by moving its employees up the line of progression and using the labor pool to fill a vacancy in the line or by filling in on the job itself where no line exists.

3. Where the Company cannot fill temporary vacancies

at straight time rates as outlined in (2) above and must incur overtime costs, it agrees to fill the original temporary vacancy by a full overtime shift with an employee who normally performs the work by reverse order of overtime hours worked/refused;

4. Where the Company cannot fill the temporary vacancies as outlined in (3) above it agrees to fill vacancies by a full overtime shift with a qualified employee normally performing the work in the line of progression (department) by reverse order of overtime hours worked/refused;

5. Where the Company cannot fill the temporary vacancies as set out (4) it agrees to fill the vacancies by a full overtime shift with any employee who is qualified to perform the work.

6. Where the Company cannot fill the temporary vacancies as set out above it agrees to fill the vacancies by breaking up the overtime in shorter periods if possible (ie. 8 hours and 4 hours). If there is a need to do this the offers will be made in the same order as above.

7. With respect to the qualifications of employees, the overtime will be offered to fully trained employees. If at the end of the above procedure the company still has not been able to find a fully trained employee to cover the vacancy, it may then offer the OT to employees who are not fully trained but have enough training to help. An example of this would be the position of Mill Utilityman where the training period can take a long time due to the number of jobs that have to be learned.

8. Another point of clarification is the employee who is transferred to a temporary position for one week or more. If an employee is transferred to a temporary position for one week or more then that employee belongs to that position for the purposes of his/her right to offers of overtime as stated in (1) above. To ensure that everyone is treated as equitably as practicable with respect to transfer of overtime the following will apply; an employee is transferred for one week or more and is replaced by someone at straight time. After the transfer occurs there is a short vacancy (ie less than a week) in the original position of the transferred employee then the company can replace the absent person with overtime if required without first returning the transferred employee to his/her original position. If on the other hand the company is made aware in advance that the absent employee will be absent for the calendar week and overtime will be required then the transferred employee will be returned to his/her position and the overtime will be offered to the first vacancy.

9. Finally here is a last point of clarification. It is the employee's responsibility to advise the supervisor if agreeing to come to work will put them over the 60 hour mark for that week. It is the supervisor's responsibility to ensure that he does not knowingly ask employees to work over the 60 hour mark unless all potential replacements have been asked and failure to bring in the employee over the 60 hour mark could negatively affect the operation of the mill.

Patrick Martel
Ivaco Rolling Mills
Melt Shop

Eric Fournier
United Steelworkers,
Local 7940

LETTER OF AGREEMENT

RETENTION AND LAYOFF OF LEAD HANDS

The parties have agreed on the following language, which will apply in the event of any layoff.

1. The Company will not retain any lead hands with less seniority than any employees who are laid off from the plant. (i.e. who are unable to bump into any other positions.)
2. Any such lead hands will be laid off. If the Company still requires the lead hand position to be filled, it will be filled from within the bargaining unit.
3. Any such lead hands who are laid off will have recall rights as per the collective agreement.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: EXTENSION OF LAYOFFS/SUMMER SHUTDOWN

When the company has a layoff for a period longer than one calendar week (which is extended at either the start or

end of such week), the company will provide work for those affected up to a maximum of 2 days of the extension period. This will also apply to the summer shutdown.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: TRAINING SENIOR PERSONNEL

To maximize the usage of senior personnel during layoffs, the parties agree to implement a training program to train senior personnel on jobs that would normally be worked during layoffs. This program will be implemented within 3 months of the ratification date of the Collective Agreement.

The Company will determine which positions are typically staffed during layoffs for each plant and determine the appropriate number of employees to train, in order that the most senior employees are kept at work during layoffs. Once identified, these employees will be asked which of the available positions they would like to be trained on in order of seniority. Each employee will be offered to train on 1 position only. Once trained, employees will be scheduled to work the position they were trained on during a layoff, unless his own job is running, in which case he will remain on his own job.

Once the training program is set up, a maximum of 4 employees at a time will be trained during periods of layoff. If a senior employee was not scheduled to work during a layoff in 1 year following his training through no fault of his own, he will be given another training opportunity.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

Jan 10, 2017

PLANT CLOSURE

The Company and the Union agree that if the Company ceases wire rod operations, the following provisions will take effect:

1. The Company will notify the Local and the International Union, as well as all employees, as soon as possible but in no event less than three (3) months (subject to such greater notice as may be provided under the *Employment Standards Act*) prior to the cessation of operations. If the required notice is not given to employees, payment in lieu will be made.

Employee Records

2. The Company will retain all employee records, including disability and WSIB records, for seven (7) years from the date of closure.

Reasonable access to and or copies of such employee records shall be provided to the Union. In no event will the Company deny the Union access to or copies of such records where employees consent to the release of such records.

Bargaining Rights

3. Successor rights shall be as per the *Ontario Labour Relations Act*, as amended.

Recall Rights

4. At the date of closure, terminated employees will maintain recall rights for a period of three (3) years.

Severance Pay

5. All employees, including those who retire during the closure without an actuarially unreduced pension, will receive severance pay based on the following formula. This is inclusive of any amounts of severance payment required under provincial legislation. Severance pay will be paid within 14 days of termination. An employee may opt to retain recall rights for up to the period specified in Paragraph 4 above and will then receive severance pay when recall rights expire or when the employee opts to relinquish his recall rights.

The rights of employees who are eligible to receive an actuarially unreduced pension will be governed by the *Employment Standards Act*.

Years of service	Multiplier
One month or more and less than 5 years	1 week X all years of service
5 years or more and less than 15 years	1.25 weeks X all years of service
15 years or more and less than 25 years	1.5 weeks X all years of service
25 years or more and less than 30 years	2 weeks X all years of service

Subject to a maximum of 60 weeks of severance pay.

Payment is based on the employee's regular non-overtime work week (i.e. 40 hours for workers on 8-hour shift, or 43 hours for workers on 12-hour shift) and hourly rate at the time he received his termination notice.

Payment is provided to the employee either a) 100%, within two weeks; or b) partial or complete payment into the employee's RRSP, in accordance with legislation.

Vacation pay will not take into consideration the severance pay period.

Health and Group Insurance Benefits

6. All benefits (except STD and LTD) will continue after termination for a period equal to the severance period of the employee, subject to a maximum of six (6) months. Coverage will terminate earlier if an employee finds alternate employment that provides similar benefits. The employee has the option to convert his life insurance into a personal life insurance policy.

7. The Company will establish a procedure for processing of benefits for terminated employees and retirees and advise them of the location.

Employees on Disability

8. Employee in receipt of STD or LTD is also eligible for termination pay and severance pay as outlined above, provided he has employee status at the time of the closure. In calculating the severance payment, years of service shall include the period during which the employee was in receipt of disability benefits.

Workers Compensation Benefits

9. An employee in receipt of Workplace Safety and Insurance Board Benefits (WSIB) is also eligible for

severance pay as outlined above. In calculating the severance payment, years of service shall include the period during which the employee was in receipt of WSIB.

Grievances

10. The parties will attempt to resolve all outstanding grievances within four (4) weeks of closure. Those grievances not settled within the 4-week period will be sent to arbitration forthwith.

Labour Adjustment

11. A Labour Adjustment Committee consisting of 3 union representatives and three management representatives will be established. The Committee will be responsible for overseeing the following:

a) Seek financial assistance from the federal and provincial governments.

b) Every worker who is to be laid off will receive one-hour individual needs assessment conducted on paid company time, and provided at company expense.

c) The representatives on the Adjustment Committee will be provided two (2) days of training on adjustment issues and processes. The training will be conducted on paid company time and at company expense.

d) The Company will provide adequate paid release time to members of the Adjustment Committee to effectively do their jobs.

e) Office space for an Action Centre equipped with computers, telephones, and other office machines will be

provided by the company.

Preferential Hiring Rights

12. Employees affected by a closure and who are not expected to be recalled, will be placed on a list in order of seniority.

13. The list will be provided to the IVACO plants in Ontario and Quebec. The adjustment committee will be provided with application forms for these plants. Employees who are offered work at one of these plants will receive reimbursement for relocation expenses of up to \$5,000, upon provision of receipts.

14. If a vacancy becomes open at the Melt Shop that is not filled from the Melt Shop bargaining unit, employees on the list will be given preference in order of seniority, provided they are qualified. Seniority accumulation for the purpose of layoff and job preference will be as the Melt Shop agreement. Service will be retained for the purpose of vacation entitlement.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: USW HAWKESBURY EDUCATION FUND

USW Hawkesbury Fund - \$1,500.00 per year payable to USW 7940 in January.

Cheques are to be payable to: USW Hawkesbury Service Fund

Mailed to the Hawkesbury Office:

Richard LeBlanc

Area Coordinator

United Steelworkers – Eastern Ontario

250 Main Street East, Suite 212

Hawkesbury, Ontario

K6A 2R4

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: CWS

The Company will continue the current process of maintaining and updating job descriptions.

Should the Company decide to create a new position, it will meet with the Union President to advise him of this and submit in writing a proposed classification rate that the Company thinks should be paid. Within ten (10) working days, the Union President will respond in writing. If the Company and the union cannot come to an agreement, the Union may file a grievance at step three (3) of the grievance procedure, and take it to arbitration.

The decision of the arbitrator shall be based on the relationship established by comparison with the other classifications in the bargaining unit, having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive to the date the grievance was filed.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: WAGES TRADESMEN

Electrical Wireman, Electrical Wireman Lead Hand, Electronic Repairman, Process Electrician: For those who have obtained certification will receive increase hourly rate by \$4.00/hour. This increase is added to base rate increases, is effective upon ratification, and includes those grandfathered.

Pipefitter, Pipefitter Lead Hand, Mill Mechanic, Mill Mechanic Lead Hand, Instrumentation Lead Hand, Machinist, Welder, Welder Lead Hand, Heavy Equipment Mechanic, Heavy Equipment Mechanic Lead Hand: For those who have obtained certification will receive increase hourly rate by \$2.00/hour. This increase is added to base rate increases, is effective upon ratification, and includes those grandfathered.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940

LETTER OF AGREEMENT

RE: INSURANCE CARRIER

When requested by the Union, but no more than once per year, the Company shall arrange a meeting between the Union, the Company and the Insurance Carrier.

Patrick Martel
Ivaco Rolling Mills
Rod Mill

Eric Fournier
United Steelworkers
Local 7940