

|                   |      |    |    |
|-------------------|------|----|----|
| SOURCE            | COMA |    |    |
| EFF.              | 96   | 10 | 10 |
| TERM.             | 02   | 08 | 31 |
| No. OF EMPLOYEES  | 240  |    |    |
| NOMBRE D'EMPLOYÉS | SA   |    |    |

Collective Agreement

Between

IVACO ROLLING MILLS  
LIMITED PARTNERSHIP

(Melt Shop)

hereinafter called "The Company"

and

UNITED STEELWORKERS OF AMERICA

on behalf of its Local 8794

hereinafter called "The Union"

Effective

10 October 1996 to 31 August 2002 \*

## MELT SHOP

### 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 10th day of October 1996 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 collective bargaining agent for all employees of the Company at the plant in L'Original, Ontario, save and except Foremen, persons above the rank of Foreman, office and clerical staff, sales staff, security guards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Article 2 - No Discrimination

2.01 - There will be no discrimination, coercion or intimidation practised by the Company or the Union or their representatives against any employee for any reason because of race, ancestry, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, place of origin, union membership or participation or non-participation in union activities.

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

#### Article 3 - MANAGEMENT RIGHTS

3.01 - The Union recognises 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 - Each week the Company must deduct from the wages of each employee comprised in the bargaining unit an amount equivalent to the weekly dues fixed by the Union in accordance with its Bylaws, on a percentage basis.

By the 15th day of the following month the Company must remit the total sum of the amounts so deducted to a designated official of the Union. The Company will supply a list of names and the amount deducted which will include the total gross amount earned and the total hours worked including overtime hours, for each employee.

5.03 - The employees must sign a form authorising 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; and, on a weekly basis a copy of the manpower reserve list.

#### Article 6 - UNION REPRESENTATION

6.01 a) - The company and the Union recognise that stewards and members of the Negotiating Committee, the Grievance Committee, the C.W.S. Committee, the Safety Committee, (1) WCB representative and Contracting Out committee have regular duties to perform. Therefore such persons shall not leave their work for the purpose of conducting any business on behalf of the Union or other employees without first obtaining permission from their respective immediate Supervisors. Such permission shall not be unreasonably withheld, and where it is not granted immediately it will, if feasible, be granted one (1) hour before the end of the shift. 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 8794 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 recognise 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 Union President 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 Local President or his designate is ex-officio member of all committees; any committee member may be replaced by the President of the Local Union.

6.06 - The president of Local 8794 will be affected to Union

activities ten (10) hours per week, to be taken at the discretion of the Local, inside or outside Company premises, paid by the Company, with benefits and seniority rights.

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

**6.07** - When there is a lay-off due to lack of work, the Unit Chairperson of Local **8794**, 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 authorized 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.

## 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.

**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 no.1 - An employee along with his steward shall first discuss his grievance with his immediate Supervisor and one (1) other Management Representative if so requested by the Supervisor, but no later than ten (10) working days after the date of the circumstance(s) giving rise to the alleged grievance. The Foreman or Supervisor shall give his decision orally to the steward and to the employee involved within three (3) working days 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.

The Department Superintendent and/or such other person(s) as may be designated by the Superintendent will meet with two (2) grievance committee members within four (4) working days following receipt of a written grievance in an attempt to arrive at a settlement. 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 and/or such other person(s) as may be designated by the Plant Manager will hold a meeting with the Union grievance committee, which may be accompanied by a full time Union 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 to the Union and to the President of the Local within five (5) working days following the meeting, or at a time mutually agreed upon.

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 Local President at Step 3 of the grievance procedure, such grievance to be submitted within twenty (20) working days of the alleged violation. This article shall not be used to replace the regular grievance procedure set out in Article 7.

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

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

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

**7.10** - The Company has the right to file a grievance hereunder by sending a notice in writing to the Union President within fifteen (15) days following the event which gives rise to the grievance. The Union President 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 arbitrator will be selected in rotation from a list of four arbitrators following:

- 1) Dean D.L. Adell
- 2) Prof. J.E. Roach
- 3) Michel Bendel
- 4) Brian Keller

Any member of the panel of four (4) arbitrators who having been requested in his turn to act as sole arbitrator on an arbitration case, shall be unable or unwilling to act as sole arbitrator, he

shall not again be requested to act until his name comes up again on the roster of panel members on a rotation basis.

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

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

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

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

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

7.12 - Any safety grievance which proceeds to arbitration may be settled by either the arbitration procedure agreed to in this collective agreement or through the Ontario Labour Relations Board, as the grievor may choose.

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

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

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

7.16 - At any stage of the grievance procedure, including arbitration, the parties can have recourse to the employee or employees involved, and any necessary witness; the reasonable necessary dispositions shall be taken to permit the parties to

have access to the establishment to view the operations and to consult with necessary witnesses.

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

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

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 discharged 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 President 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.

## Article 8 -SENIORITY

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

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

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

8.03 (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.

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

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

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

8.05 (a) - Annexed hereto and constituting a part of this agreement are lines 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 lines of progression.

8.05 (b) - A laid-off employee on a posted job or a laid-off employee who has been bumped from the bottom job in a line of progression may exercise his bumping rights to any job in a line of progression (excluding Spell Hand Crane, Ladle Crane, 1st Helper, Chemist, Casting Operator, Roof & Ladle Builder), held by a junior employee.

An employee laid-off for a period of more than 12 weeks may exercise his bumping rights to any of the excluded jobs listed above, held by a junior employee, if he has previously held the job on a permanent or temporary basis

for over two hundred and forty (240) hours.

Periods of less than four (4) consecutive hours shall not be counted toward completion of two hundred and forty (240) hours.

In order to bump on a Trade job the employee shall be qualified to do the Trade job.

8.06 (a) - Where it is necessary to reduce the number of employees within a line of progression, employees shall move down the line of progression in the order of seniority as defined in article 8.03 with employees in the highest rated jobs displacing those employees in the jobs immediately below regardless of the order in which promotion was made, provided such employee can perform the work to be done. Layoffs from the plant or from a job shall be made from the bottom jobs in the lines of progression, posted jobs and the manpower reserve on the basis of plant seniority. A laid-off employee may exercise his bumping rights on a plant-wide basis to displace the junior employee on any job as per Article 8. All probationary and temporary employees shall be laid off ahead of those who have acquired seniority.

8.06 (b) - An employee in a Company apprenticeship position cannot be bumped by any other employee.

8.06 (c) - Layoffs and bumping from a specific job shall be in the following order: probationary employees, manpower reserve, temporary posted employees, and employees on permanent postings.

8.06 (d) - In all cases of lay-off exceeding twelve (12) weeks, an employee who exercises his bumping rights as per Article 8, will be trained (excluding Trade Jobs) up to a maximum of two hundred and forty (240) 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 240 hours.

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

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

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

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

8.08 (a)- Except as otherwise provided 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.

In the case of a laid-off employee who is recalled to work for a period of ten (10) working days or less and the employee is notified at the time of his recall that the period shall be of ten (10) working days or less, then the above notice is not applicable, nor shall the employee be required to accept such a call-back.

The Union Committee will be given advance notice of lay-off.

In the event of plant shutdown due to emergency conditions or breakdown, the provisions of this article will not 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 a section or a department for two (2) working days, or less the seniority provisions contained herein shall not apply. In such circumstance, employees will be given the opportunity to perform any available work the Company requires. If none is available, then they will be laid off. The Company shall not, however, use a succession of such short-term lay-offs for the purpose of avoiding the seniority provisions, nor shall any employee be subject to more than a total of six (6) working days of short-term lay-offs in any twelve (12) months' period.

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 authorized leave of absence;
- (ii) an absence due to an industrial sickness or industrial accident covered by the Workers' Compensation Board;
- (iii) an absence due to lay-off for a period equal to his plant seniority up to a maximum of thirty-six (36) months;
- (iv) an absence due to non-industrial sickness or non-industrial accident for a maximum of

- thirty-six (36) months;
- (v) a transfer to a non bargaining unit job for a period not exceeding twelve (12) 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 his seniority up to a maximum of thirty-six (36) months;
- iii) if he is discharged for just and valid reason and he 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 following the ratification date of this agreement, and not returned to the bargaining unit within twelve (12) months.

#### LINES 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

Lines 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 lines of progression with lead hands, the Company will, as soon as practically possible, train volunteers on each shift to replace the lead hand on breaks and temporary absences.

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

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

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

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

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

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

8.16 (b) - In any position within a line of progression, only one-half the number of incumbents in any one (1) job will be permitted to remain in that job, based on plant seniority. Should there be only one (1) person in a position in a line of progression, the employee in that position must accept the promotion to the next job in that line of progression.

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

## Article 9 - JOB POSTING

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

9.01 (b) A temporary job becomes vacant when an employee is ill, injured on an approved leave of absence, transferred to a non-bargaining unit work for a period of up to one (1) year or on an approved assignment for union business.

Posting for vacation replacement will be made for positions vacant thirty (30) consecutive days or more, between June 1st and August 31st, for non-continuous operations only.

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 reposted as a vacant job.

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

9.01 (d) Employees on a temporary posting are excluded from applying for another temporary vacancy for a period of four (4) months. However, they may apply at any time for a temporary vacancy in a higher job classification or on non-continuous operations. Employees classified within a trade position are excluded from applying for a temporary vacancy in a non-trade position.

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

(a) in the posted jobs above the rank of Job Class No. I;

(b) in the first step in the line of progression, inclusive of all maintenance, production, trade and craft jobs.

9.03 a) - In the event the Company decides to fill any vacant job, a notice will be posted on the plant Bulletin boards for five (5) consecutive working days. During that period any employee, or Union Representative should an employee be absent for a valid reason, may make application, in writing on forms provided for that purpose, for transfer to the posted vacancy. Applications shall be made in triplicate, with one copy being given to the employee's Foreman, one to the employee's steward and one retained by the employee. No later than five (5) days after the expiration of aforementioned time limits, the Company must post the award which then becomes executory.

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

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

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

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

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

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

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

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

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

9.10 - If no successful applicant is awarded a job posting in a trade position, an apprentice will be awarded and must accept the job in his trade when a vacancy occurs if he has successfully completed the Company apprenticeship program in that trade.

9.11 - The Company may post the following jobs as learner jobs:

- Scrap Crane Operator
- 2nd Ladlemen

The learner period shall be as established in the C.W.S. manual. However, the rate of pay shall be the regular rate of pay of the job.

An employee who has successfully completed the learner periods of a job, and has returned to his regular job, will be awarded, and must accept, the next job vacancy in said position. The posting procedure will not be implemented in this case. However, should the employee have been awarded another permanent job, he may refuse a vacancy in the job learned.

#### Article 10 - LEAVE OF ABSENCE

10.01 (a) - A leave of absence without pay of one (1) working day or less will be granted to an employee after verbal agreement with his Foreman. Such leave shall not affect the benefits and

the seniority standing of the employee on leave.

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

(a) if he makes a request in writing to Management;

and,

(b) if the request is well founded and if the leave of absence does not hinder the operations, except in emergency cases where the leave of absence will in any case be granted.

10.02 - At most four (4) employees at a time, but not more than one (1) from any department, shall be granted leave of absence without pay to attend Union Conventions or to look after Union Affairs, including courses given by the Canadian Labour College. In case of seminars for officers, committee members, stewards, more than two (2) employees may be granted a leave of absence by the Company provided that there is not more than one (1) from each department. The Company must receive all requests in this article for a leave of absence at least one (1) week before the leave is to commence, and such leaves shall be without pay and loss of seniority, but shall include all insurance and OHIP benefits if less than three (3) months.

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

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

10.05 - All authorized leaves of absence in excess of one (1) working day shall be in writing and shall not affect the benefits and the seniority standing of the employee on leave, provided the leave is used for the purpose for which it is intended, and



further provided the employee returns to work at the expiration of his leave of absence.

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

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

#### Article 11 - SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

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

11.07 - The Joint Health and Safety committee shall be notified of all accidents, incidents or any illness designated by a doctor as an "Industrial Illness". A joint inquiry shall be conducted, as to the nature and the cause of these accidents/incidents or illnesses. A completed copy of the Workers' Compensation Board's Form 7 as well as the Foreman investigation report and any other pertinent documents, will be given to the Union and to the Joint Health and Safety committee as well as to the employee.

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

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

requires medical treatment.

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

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

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

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

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

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

11.14 - The Union Health and Safety Committee Chairman will be released from his regular work in order to work on health and safety functions as required and/or determined by the Joint Health and Safety Committee, on a schedule which is accepted by the Company.

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 authorized 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.

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

The Company will discuss with the Union prior to adding 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.

## 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 Melt Shop. It is agreed that in so doing the Union will be responsible for the canteen facilities / vending machines' operations, while the Company will continue to supply and maintain all existing facilities which it does now. It is also agreed that any rebates arising from the canteens'/ vending machines' operations shall continue to be disbursed in the same manner as in the past (i.e.

children's Christmas party, family picnic, family sugar party).

#### Article 13 - COPIES OF AGREEMENT

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

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

#### Article 14 - HANDICAPPED EMPLOYEES

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

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

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

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

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

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

#### Article 15 - JURY DUTY

15.01 - An employee who is required to serve on a jury or who is subpoenaed as a Crown witness will be paid his full regular wages for each day lost from work, provided he endorses to the Company

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

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

#### Article 16 - BEREAVEMENT LEAVE

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

16.02 - In the event of the death of such employee's brother-in-law, sister-in-law, or grand-children, this employee may obtain a four (4) consecutive days leave of absence, of which he shall be paid for one (1) of the four (4) days at his regular hourly rate.

#### Article 17 - HOURS OF WORK

17.01 - The regular work week will consist of forty (40) hours to be worked in five (5) days of eight (8) hours each day. This shall not be construed as a guarantee of daily or weekly hours.

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

Employees will be scheduled as follows:

- (i) Day shift and one shift operation between  
08:00 hours to 16:30 hours  
or 07:30 hours to 16:00 hours  
Monday to Friday
- (ii) Two shift operation between  
07:30 hours to 16:00 hours

and 16:00 hours to 00:30 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

#### 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 |

17.03 - The scheduled pay week for the twelve (12) hours shifts will be from 20:00 hours Saturday to the next Saturday at 19:59 hours.

#### METHOD OF PAY CALCULATION:

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

#### 17.04 - MEAL PERIODS

Employees on non-continuous day shift and one shift operation will be granted thirty (30) minutes unpaid 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 unpaid 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 shift 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 - Schedules shall be changed only after mutual agreement between the Company and the Union. However, if the parties cannot agree, the dispute may be brought directly to arbitration as per article 7:11.

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

#### 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 authorized to work in excess of his regular daily and weekly hours, but not both.

18.02 - 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.



18.03 - 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 refusal shall be considered as overtime worked for the purpose of this article, but no overtime shall be paid.

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

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

The basis of distribution will be the total hours of overtime

worked and refused by an employee in the quarterly period.

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

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

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

18.11 - An employee who works overtime after the termination of his regular work period shall be provided with either a meal allowance or meal ticket of \$8.50, 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.

19:01 b) - An employee who is called for a meeting on an off-day, shall be paid four (4) hours minimum or overtime whichever is greater.

#### Article 20 - REPORTING FOR WORK GUARANTEE

20.01 - An employee who reports for work without having been advised in advance not to report, will be given work, or pay in

lieu thereof, for four (4) hours, if the employee is on an eight (8) hour schedule, for six (6) hours if the employee is on a twelve (12) hour schedule, at his regular hourly rate. The terms of this Article shall not apply where an employee is prevented from working because of fire, flood, strike, explosion, lack of power or any other circumstance beyond the control of the Company.

## Article 21 - VACATION

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

- i) One (1) to three (3) years of service: two (2) weeks at 4% of salary earned;
- ii) Three (3) to eight (8) years of service: three (3) weeks at 6% of salary earned;
- iii) Eight (8) to ten (10) years of service: three (3) weeks at 8% of salary earned;
- iv) Ten (10) to sixteen (16) years of service: four (4) weeks at 10% of salary earned;
- v) Sixteen (16) to twenty-eight (28) years of service: five (5) weeks at 12% of salary earned.
- vi) Twenty-eight (28) years of service and more: five (5) weeks at 14% of salary earned.

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

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

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

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

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

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

21.08 (a) - The Company may, at its discretion, close the plant for vacation purposes, such closing to take place between the 1st of July and the end of August. 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.

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 on a ratio of one employee out of each full six (6), or a majority portion thereof, employees per department or section. (i.e. one (1) out of six (6); two (2) out of ten (10); three (3) out of sixteen (16); four (4) out of twenty-two (22); etc.)

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 during this period.

21.08 e) For clarification, the reference to department above is as follows:

|             |             |                 |                  |
|-------------|-------------|-----------------|------------------|
| FURNACE     | CONCAST     | REFRACTORY      | CRANE            |
| LADLE       | SCRAP YARD  | ELECTRICAL      | M/W              |
| WELDERS     | PIPEFITTERS | INSTRUMENTATION | BILLET CONDITION |
| Q A         | MPR         | JANITOR         | RECEIVING        |
| YARD/GARAGE | APPRENTICES |                 |                  |

21.09 - Employees with 15 years or more of service must indicate their preference between April 1 and April 10. Employees with less than 15 years of service must indicate their preference between April 16 and April 26th. The vacation schedule is to be posted no later than May 1.

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

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

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

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

## Article 22 - PAID HOLIDAYS

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

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

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

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

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

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

However, in the case of regularly scheduled employees who are

required to work during a holiday, the holiday will be celebrated on its calendar day.

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

### Article 23 - WAGES

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

| Job Class               | Effective 1 September 1996 | Effective 1 September 1997 | Effective 1 September 1998 | Effective 1 September 1999 | Effective 1 September 2000 | Effective 1 September 2001 |
|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1                       | \$18.31                    | An Increase of             | An Increase of             | An Increase of             | An Increase of             | An Increase of             |
| 2                       | \$18.51                    | \$0.10 on the Base         | \$0.10 on the Base         | \$0.20 on the Base         | \$0.25 on the Base         | \$0.25 on the Base         |
| 3                       | \$18.71                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 4                       | \$18.91                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 5                       | \$19.11                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 6                       | \$19.31                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 7                       | \$19.51                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 8                       | \$19.71                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 9                       | \$19.91                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 10                      | \$20.11                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 11                      | \$20.31                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 12                      | \$20.51                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 13                      | \$20.71                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 14                      | \$20.91                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 15                      | \$21.11                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 16                      | \$21.31                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 17                      | \$21.51                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 18                      | \$21.71                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 19                      | \$21.91                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 20                      | \$22.11                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 21                      | \$22.31                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 22                      | \$22.51                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 23                      | \$22.71                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 24                      | \$22.91                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| 25                      | \$23.11                    | “ “                        | “ “                        | “ “                        | “ “                        | “ “                        |
| Increment per Job Grade | \$0.20                     | \$0.20                     | \$0.20                     | \$0.20                     | \$0.20                     | \$0.21                     |

23.02 (a) - Starting in the first year of this collective

agreement (i.e. September 1st, 1996), a cost-of-living allowance (COLA) equivalent to one cent (\$0.01) per hour for each three-tenths (0.3) of a point increase of the Consumer Price Index as issued by Statistics Canada (1971 = 100) shall be calculated. The first reference month shall be the month of August, 1996 (issued in September 1996), to which shall be compared the C.P.I. for the month of November 1996 (issued in December 1996). The first adjustment shall then be calculated and added to the base hourly rate effective the first complete pay period of January 1997. This formula shall then be repeated every three months thereafter until the expiration of the present collective agreement (i.e. August 31, 2002).

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

#### CWS PROGRAM

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

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

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

2. If the employee is receiving an out-of-line differential prior to the date specified in section 23.01, the rate of pay of such employee shall be increased by the amount by which the rate for job class 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.

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

Out-Of-Line Differentials

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

(a) name of incumbent to whom such "out-of-line differential" is to be paid;

(b) job title of job on which out-of-line differential is to be paid;

(c) job classification of such job;

(d) standard hourly rate of such job;

(e) amount of out-of-line differential;

(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.

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

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

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

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

#### 23.29 - INCENTIVES

Should the Company desire to install incentives to cover any

jobs, the following shall govern:

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

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

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

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

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

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

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

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

a) Will accumulate all seniority to which they would normally have been entitled;

b) Will return to their regular employment when their work within the C.W.S. Committee is terminated.

#### 23.33 - TECHNOLOGICAL CHANGE

The Company will meet with the C.W.S. Committee of local 8794, U.S.W.A., as required, to advise them of the general plans regarding technological change, as well as to discuss potential

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

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

#### Article 25 -INSURANCE PROGRAM

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

- (a) Life Insurance: \$40,000/employee; \$7,500.00/spouse; \$5,000.00/child; \$4,000.00/future retirees.
- (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: \$1,100.00 per month effective for disability claims which commence after 10 October 1996, 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: All prescription drugs prescribed by a doctor will be reimbursed at 80 percent (80%) without a deductible on presentation of a personal pay direct drug card.
- (f) Dental:

changes that are likely to adversely affect security of employment. Such meeting will be held ninety (90) days prior to the implementation of any such change.

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

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

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

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

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

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

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

## Article 24 - PREMIUMS

24.01 - The shift premiums shall be paid as follows:



(i) Basic program as provided by the Insurer; no deductible; 80/20 co-insurance; \$2,500.00 maximum per person per calendar year; based on the schedule of fees, updated yearly, enforce in the employee's Province of residence when the treatment is rendered.

(ii) Prosthetic Services: 60/40 co-insurance; \$1,000 maximum per person per calendar year; integrated with the \$2,500.00 maximum per person per calendar year under the Basic dental plan. Reimbursement of eligible expenses for the first three (3) years of the agreement shall be based on the 1 January 1996 dental schedule of fees in effect in the employee's Province of residence; and, effective 1 September 1999, on the 1 January 1999 dental schedule of fees in effect in the employee's province of residence.

(iii) Orthodontist, for child only: 50/50 co-insurance; life-time maximum of \$2,000.00.

(g) Semi-private Hospital Room: One hundred percent (100%) reimbursement.

(h) Osteopaths/Naturopaths/Chiropractors/Acupuncturists /Massotherapists/Dieticians: \$35.00 per visit, combined maximum of \$1,000.00 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 dependants, 80/20 co-insurance, up to a maximum of \$200.00 once every two (2) years effective 1 September 1999, up to a maximum of \$250.00 once every two (2) years.

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

25.03 - In the event that during the term of this agreement the Federal and/or Provincial governments introduce Health and/or Welfare Insurance to which the employees of the Company are required to contribute, through taxation or otherwise, it is agreed that the benefits contained in 25.01 of this agreement shall be coordinated with any benefits that may be available under such Federal and/or Provincial plan. If as a result of this the costs of the benefits outlined in 25.01 decrease, the

parties shall agree to amend the plan to provide additional health and/or welfare benefits to the extent available from the savings gained from the introduction of the coordinated plan. In the event that the costs of the coordinated plan are greater than the costs of the benefits outlined in 25.01 the parties agree to pay the additional costs on the same percentage basis as indicated in article 25.02 above.

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

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

25.05 b) Prescribed drug coverage will be available for future recipients of long term disability benefits and their eligible dependants 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 1 September 1996 in accordance with the 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 30 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> |
|-------------|---------------|
| 1996        | \$40.00       |
| 1997        | \$41.00       |
| 1998        | \$42.00       |
| 1999        | \$43.00       |
| 2000        | \$44.00       |
| 2001        | \$45.00       |

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| 1996        | \$18.00       |
| 1997        | \$18.00       |
| 1998        | \$18.00       |
| 1999        | \$20.00       |
| 2000        | \$20.00       |
| 2001        | \$20.00       |

#### 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. Jan. 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 cheques will be made out to the order of "Atlas Asset Management Corporation" and mailed to the Investment Centre, 131 Wharncliffe Road South, London, Ont., N6J 2K4.

#### 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 October 1996 to and including the 31st of August 2002. \*

Notice that either party wishes to terminate or amend the terms hereof may be given during a period of ninety (90) days preceding 31 August 2002 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 authorized representatives on the day of *19 November 1996*

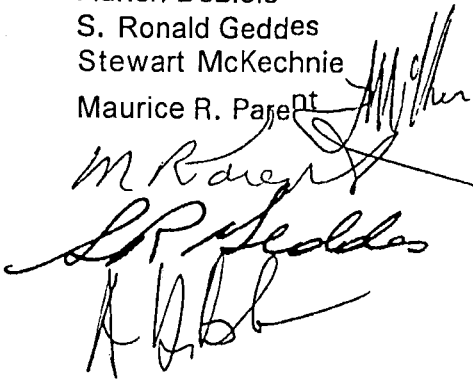
IVACO ROLLING MILLS  
LIMITED PARTNERSHIP

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UNITED STEEL WORKERS OF  
AMERICA  
LOCAL 8794

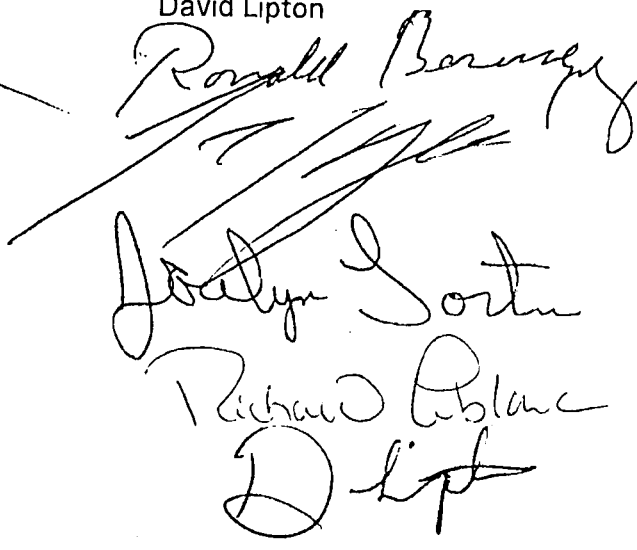
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Malcolm Coburn  
Adrien DeBlois  
S. Ronald Geddes  
Stewart McKechnie  
Maurice R. Parent



Handwritten signatures for IVACO representatives: Malcolm Coburn, Adrien DeBlois, S. Ronald Geddes, Stewart McKechnie, and Maurice R. Parent.

Ronald Berniquez  
Jocelyn Fortin  
Richard Leblanc  
Guy Lepage  
David Lipton



Handwritten signatures for U.S.W. representatives: Ronald Berniquez, Jocelyn Fortin, Richard Leblanc, and David Lipton.

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