

COLLECTIVE AGREEMENT

BETWEEN :

SAMUEL AND SON

(the “Company”)



- AND -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(hereinafter “the United Steelworkers”)

LOCAL 6398

(the “Union”)



EFFECTIVE: May 6th, 2014

EXPIRY: May 5th, 2017

Table of Contents

ARTICLE		PAGE
1	Purpose.....	1
2	Recognition.....	1
3	Management Function.....	2
4	Representation.....	3
5	Relationship	6
6	Harassment / Discrimination.....	7
7	Grievance Procedure.....	7
8	Arbitration.....	9
9	Discharge and Discipline	10
10	Seniority.....	11
11	Layoff.....	13
12	Leave of Absence (Union Business).....	17
13	Job Posting.....	18
14	Classification and Hourly Wage Rates	20
15	Hours of Work and Overtime	21
16	Plant Holidays.....	27
17	Vacations.....	28
18	Handicapped Employees.....	32
19	Safety and Health.....	33
20	Welfare Plans.....	34
21	Weekly Indemnity.....	37
22	Bereavement Pay.....	40
23	Jury Duty Pay.....	41
24	Foreman's Duties	41
25	Skilled Trades	41
26	Letter of Understanding	50
27	Duration of Agreement	51

Table of Contents

ARTICLE	PAGE
SCHEDULE I – Driver’s Uniforms	53
SCHEDULE II – Cost of Living Adjustments.....	53
LETTER OF UNDERSTANDING (A) - Pension Plan.....	54
PENSION INDEX	56
LETTER OF UNDERSTANDING (B) - Relocate Production	57
LETTER OF UNDERSTANDING (C) - Overtime.....	58
LETTER OF UNDERSTANDING (D) - Spare Job System	62
LETTER OF UNDERSTANDING (E) - New Job Classification	65
LETTER OF UNDERSTANDING (F) - Job Evaluation	66
LETTER OF UNDERSTANDING (G) - Humanity Fund.....	67
LETTER OF UNDERSTANDING (H) - Education Fund	69
LETTER OF UNDERSTANDING (I) - Pension Accrual	70
LETTER OF UNDERSTANDING (J) – New Equipment Bays 1-3	71
LETTER OF UNDERSTANDING (K) - Job Security.....	72
LETTER OF UNDERSTANDING (L) – Laid off Employees.....	73
SCHEDULE 1(E).....	74

ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this Agreement to promote the mutual interests of the Company and its employees and to provide for the operation of the Company's plant under conditions which will further the safety and welfare of the employees and economy of operations, and also provide for wage rates and working conditions as well as a procedure for the disposition of grievances arising under this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining **agent** with respect to all matters covered by this Agreement for all employees of the Company located at its Plant in the City of Mississauga, Ontario, save and except foremen, persons above the rank of foreman, plant clerks, office and sales staff, and students hired for the school vacation period. In the event such a student is retained in employment by the Company, it will not be necessary for the student to complete any further **ninety (90) calendar** days for the purposes of a probationary period. No student shall be offered overtime until all other employees have refused overtime.

No employee will be forced to work outside the Company premises, but any overtime available through such work will not be available to the individual.

- 2.02 The term "employee" or "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

2.03 When a new employee is hired by the Company, he will be informed of the names of the Union Officials and Stewards and will be advised that there is a Collective Agreement in effect between the Company and the Union. The Company will provide the Union with the names and addresses of new hires and the date of hire.

ARTICLE 3 - MANAGEMENT FUNCTION

3.01 The Union recognizes that the management of the Plant and the direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order and efficiency;
- b) hire, discharge, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee who has completed the probationary period has been discharged or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- c) make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control and materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives

here before vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

- e) As has been past practice, the Company will discuss with the Union areas of concern re: the necessity of contracting out, with the view to resolving these problems prior to contracting out.
- f) The Company shall keep the union notified, in writing, of the names of the foremen and supervisors, and their respective departments and effective dates of their appointments.

3.02 The Company agrees these functions will be exercised in a manner consistent with this Agreement.

ARTICLE 4 - REPRESENTATION

4.01 The Union may elect from amongst the employees who have been continuously employed by the Company for at least three (3) months, one (1) steward per twenty (20) employees, with a minimum of eight (8) so long as the number of bargaining unit members actively working exceeds 100 for the purpose of assisting employees in presenting grievances to the Company as set forth in this agreement, the stewards should be distributed to as many departments as possible.

4.02 The Union shall keep the Company notified in writing of the names of the stewards and the effective date of their appointment.

4.03 The stewards shall continue to perform their regular work in order to maintain efficiency of operations; however, in accordance with this understanding, should they desire to assist an employee in presenting

grievances during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor, and such permission shall not be unreasonably withheld. It is also understood that a steward shall not enter another department without first obtaining the permission of the supervisor of such department and notifying him as to the nature of the grievance and the personnel involved. Prior to returning to his work in his own department, a steward will report to his immediate supervisor. It is agreed that stewards will not absent themselves from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for this undertaking the Company will compensate such stewards at their regular hourly rate for time spent during their regular working hours for such purposes, provided the procedure under Section 4.03 is followed. The Company reserves the right to limit the time spent in the servicing of grievances if it deems the time taken to be excessive.

- 4.04 The Company will recognize a Union Negotiating Committee of not more than four (4) employees. The members of such Negotiating Committee will be compensated by the Company for a maximum of ten (10) days at their regular hourly rate for time spent attending Company/Union meetings in connection with the renewal of this Agreement, except such compensation shall not apply for time spent out of normal scheduled hours.
- 4.05 The Company shall pay for all time lost due to Union business if authorized to do so by the Union and shall bill the Union monthly for all monies the Company is not responsible for subject to cancellation or modification by the Company at any time.
- 4.06 The Company agrees that the Union President shall be assigned to the day shift during the term of his office,

4.07 The Company shall provide the Union with an in plant Union office large enough to meet the requirements of the Local Union. The Company shall supply suitable furniture and telephones.

DUES CHECK-OFF

4.08 The Company agrees, to deduct from the employee's weekly pay each week, the sum equivalent to the regular weekly dues as provided for in the Constitution of the Union, and will remit the sum by cheque with a list of the names of those from whom deductions were made to the International Treasurer of the Union on or before the 20th day of each month.

4.09 In the event that there are insufficient earnings received by the employee to pay said due during any week during the effective term of the employee's authorization, the said deduction will not be made as affecting the relative period.

4.10 The Company shall not be held liable or responsible for any such dues, other than those actually collected on behalf of the Union.

4.11 It is understood and agreed that the Union will indemnify the Company and save it harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided by this Article.

4.12 The Company further agrees that the amount of Union dues deducted by the Company will be included on the employee's T4 slip.

4.13 The Company agrees that all employees located in the City of Mississauga, Ontario, save and except foremen, persons above the rank of foreman, plant clerks, office and sales staff, and students hired for the school vacation period (May 1st, through to labour Day), shall become and remain dues paying members of the Union as a condition of their continued employment.

ARTICLE 5 – RELATIONSHIP

5.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

5.02 The Union further agrees that there will be no solicitation for membership or other Union activities during Company time or on the premises of the Company except as specifically permitted by this Agreement or in writing by the Company.

STRIKES AND LOCKOUTS

5.03 In view of the orderly procedure for settling grievances, during the term of this Agreement, the Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike action, slowdown, sit-down or any other action which will interfere with work or production. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and to return to work and perform their regular duties.

BULLETIN BOARDS

5.04 The Company will arrange for two (2) bulletin boards which may be used by the Union for posting notices which shall be subject to the approval of the Company before posting.

There shall be no general distribution or posting by employees of pamphlets, advertising or political matter, notices of any kind, or literature upon Company property other than as approved by the Company.

ARTICLE 6 - HARASSMENT/DISCRIMINATION

6.01 The Company and Union agree that there will be no discrimination against any employee because of race, creed, sex, colour, national origin, Union membership or Union activity.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity of adjusting his complaint. The employee may request the assistance of his steward, provided this shall not prevent an employee from discussing any personal matter directly with his immediate supervisor. If an employee has a complaint, he shall discuss it with his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred and failing settlement it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence.

Step No. 1

By the aggrieved employee, who may request assistance from his steward, in writing with his department supervisor. The department supervisor will render his decision in writing within another three (3) working days

following the presentation of the grievance to him. This decision shall be given to the Steward handling the grievance.

Failing settlement then:

Step No. 2

Within five (5) days after the decision is given under Step 1 by the grievor and the Plant Superintendent and/or designated representative of the Company, together with a Grievance Committee consisting of a maximum of three (3) employees and the plant manager, at which time a written record of the grievance shall be presented in writing and the decision given in writing within seven (7) working days following the presentation of the grievance to the Company. An international representative of the Union may be present at this Step at the request of either the Union or the Company.

- 7.02 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article VIII. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, it shall be deemed to have been settled.
- 7.03 All agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union will be final and binding upon the Company, the Union and the employees.
- 7.04 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.05 It is agreed that a complaint or grievance arising directly between the Company and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

ARTICLE 8 - ARBITRATION

8.01 If the Company or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so nominated shall meet immediately and if, within three (3) working days, they fail to settle the grievance, they shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree on such a Chairman within a further period of two (2) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 8.04 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto.
- 8.05 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and the expenses of the Chairman of the Arbitration Board.
- 8.06 Upon mutual agreement in writing of the parties, a single Arbitrator may be substituted for a Board of Arbitration; in such cases, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.
- 8.07 The proceedings of the Arbitration Board will be expedited by the parties hereto.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01 A claim by an employee who has completed his probationary period that he has been unreasonably discharged shall be treated as a grievance if written statement of such grievance is lodged with the Superintendent of the Company within five (5) working days after the employee ceases to work for the Company and the first step of the Grievance Procedure will be omitted in any such case.
- 9.02 Such special grievances may be settled under the Grievance and Arbitration Procedures by:
- a) confirming the Company's action in dismissing the employee; or

- b) reinstating the employee with full compensation and seniority for time lost; or
- c) by any other arrangement which is reasonable in the opinion of the parties or the Arbitrator Board if appointed.

9.03 In the case of discharge of an employee who has completed his probationary period, the employee may, upon request to his immediate supervisor, interview ~~his~~ **the steward of his choice on shift** before leaving the Plant in a place as designated by the Company. Such an employee will follow the instructions of his immediate supervisor.

9.04 An employee in connection with the imposition of discipline must have the presence of a shop steward. if a steward is not available, notification will be sent to the Union that discipline is pending and will be dated as per the date of notification.

9.05 Written warnings to be removed after twelve (12) months. Suspension to be removed after eighteen, (18) months. Any discipline related to or resulting from a violation of the Letter of Understanding Re; Smoking Policy to be removed after 18 months.

9.06 The Company's Smoking Policy forms part of this agreement as per the document agreed to by the Company and the USW Local 6398, dated October 6 2010.

ARTICLE 10 - SENIORITY

10.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has completed **ninety (90) calendar** days of continuous employment. Upon completion of such probationary period, the

employee's name shall be placed on the appropriate seniority list with seniority dating from the date and shift he was last hired by the Company. Everything being equal proceed in alphabetical order. The dismissal of a probationary employee shall not be the subject of a grievance.

10.02 The Company shall maintain a seniority list for the Plant and a copy of this list shall be posted for employee inspection. A copy shall also be provided for the Union President. The list shall be brought up to date at least every three (3) months. The Company shall provide the Union with a seniority list showing the employees' addresses once per year. Seniority will be applied on a plant wide basis.

LOSS OF SENIORITY

10.03 A person shall lose all seniority and shall be deemed to have quit the employ of the Company if he:

- a) voluntarily quits the employ of the Company, or
- b) is discharged for reasonable cause, or
- c) fails to report to work within five (5) days after being notified by the Company by registered mail following a layoff or fails to advise the Company within two (2) working days of his intention to report for work pursuant to the notification unless a reason satisfactory to the Company is given, or
- d) is absent for three (3) consecutive days without notifying the Company unless a reason satisfactory to the Company is given, or

- e) is absent due to layoff for more than: twelve (12) months if the employee has less than two (2) years seniority, or twenty-four (24) months if the employee has between two (2) years and ten (10) years seniority, or forty-eight (48) months for an employee who has over ten (10) years seniority or
- f) fails to return to work upon termination of an authorized leave-of-absence, unless a reason satisfactory to the Company is given, or

A person shall lose all seniority if he:

- g) is absent due to sickness or injury in excess of:
 - i) twelve (12) months if the employee has less than two (2) years seniority, or
 - ii) twenty-four (24) months if the employee has two (2) or more years seniority, or
 - iii) thirty-six (36) months for ten (10) years or more seniority, or
- h) is in receipt of W.S.I.B. benefits and is absent in excess of three (3) years.
- i) **All of the above provisions for loss of seniority are subject to the Ontario Human Rights Code.**

10.04 It shall be the duty of employees to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employees.

ARTICLE 11 - LAYOFF

- 11.01 In the event of a work shortage, for the purpose of layoffs and for the purpose of recalling those to work who have been laid off, seniority will be applied on a plant wide basis and the following factors shall be considered, seniority, efficiency, skill, and ability to perform the job within an eight (8) hour period. It is agreed that where efficiency, skill, and ability to perform the work are relatively equal, seniority as herein defined will govern. An employee may not use their qualifications to displace an employee if they have resigned from that position and refused to perform that job at the request of the Company, without a reasonable justification.
- 11.02 In the event there is a work shortage which results in a permanent reduction in operations, the junior displaced employee shall displace the most junior employee first within his job group and then parallel to his job group and then to the next job group below and so on, provided he has the seniority, skill, ability, and qualifications to perform the job after an adequate familiarization period. If he refuses such assignment, he will then be assigned to Group 1 in his Department (excluding the sweeper and janitors classification). No familiarization period will be granted if the employee has resigned said position.
- 11.03 In the event there is a work shortage which results in a temporary reduction in operations, the junior displaced employee will be assigned, by the Company, to a job group provided he has the seniority, skill, ability, and qualifications to perform the job after an adequate familiarization period. If he refuses such an assignment the procedure 11.02 above will apply. **The procedure in 11.02 shall not be invoked for the remainder of the week in which the shortage occurred. Should the circumstances that gave rise to the shortage extend beyond the week in question, the bumping process described in 11.02 will be utilized.** No familiarization period will be granted if the employee has resigned said position.

11.04 In the event that a job is permanently eliminated, within the plant, the affected employee will exercise their right to bump under Article 11.02. If no history is available the Union and the Company will investigate as fairly as possible to determine the displaced employee's status.

When the job status of the displaced employee still cannot be determined, the affected employee will have the right to displace the most junior employee in any job provided he has the seniority and skill to immediately perform the job within an eight (8) hour period. If the employee cannot perform the job satisfactorily, he will be assigned a job in Group 1. It is understood that such employee can exercise the right only once and within a ten (10) working days period from the date their job was eliminated. The displaced employee shall displace the most junior employee within a job group parallel to his group or below provided he has the seniority, skill, ability, and qualifications to perform the job. An employee may not use their qualifications to displace an employee if they have resigned from that position and refused to perform that job at the request of the Company, without a reasonable justification.

11.05 When operations increase again the above assignments will take place in reverse.

11.06 Article 11.01 shall apply to an employee who is about to be laid off from the Plant. Such an employee shall be permitted to displace a less senior employee in a higher group providing he has the skill and ability to perform the job within an eight (8) hour period. An employee may not use their qualifications to displace an employee if they have resigned from that position and refused to perform that job at the request of the Company, without a reasonable justification.

11.07 The Company will give five (5) days notice of layoff or pay in lieu thereof in advance of the effective date which will be Friday of any week.

11.08 When part of the operation is shut down on a permanent basis the displaced incumbent will have the option to return to their job should the Company decide to reactivate that part of the operation, within an eighteen (18) month period, even if these employees have since then been awarded other job position.

11.09 In the event of a layoff, the Union's President, Vice-President, Recording Secretary, Financial Secretary, Treasurer and Chief Steward, during their respective terms of office, will be retained in the employ of the Company as long as there is work available which they are qualified and willing to perform, regardless of their position on the seniority list.

TEMPORARY ASSIGNMENTS

11.10 An employee assigned by the Company to another job as a result of a disciplinary demotion, will receive the rate of the job to which he is assigned.

11.11 A qualified employee temporarily assigned at the convenience of the Company to another job will receive the rate of the job to which he is assigned or the rate of the previously held job, whichever is higher. Any such temporary assignment will be for a period of no longer than sixty (60) calendar days.

11.12 An employee assigned to another job as a result of a work shortage, which occurs during a pay period, will receive the rate of the job, which he previously held for the balance of the pay period, which shall not be less than three (3) working days. Thereafter, he will receive the rate for the job to which he is assigned for the balance of such assignment.

In the event such an assignment occurs on the first day of a scheduled workweek, an employee will receive the rate of the job, which he previously held for a period of five (5) working days. Thereafter, he will receive the rate of the job to which he is assigned for the balance of such assignment.

- 11.13 An employee affected by a work shortage will not be permitted to replace another employee in a higher rated job classification.

In the event of a recall following a return to work from a work shortage, the affected employees must return to their incumbent job when available.

11.14 Beyond the Government's current requirements, the Company agrees to pay any employee with more than one (1) year of service but less than five (5) years of service, and who is permanently laid off due to lack of work, one week's pay at his regular hourly rate for each year of service completed.

ARTICLE 12 - LEAVE OF ABSENCE (UNION BUSINESS)

- 12.01 Leave-of-absence without pay, may be granted by the Company on request for such reason's as it considers proper, but such leave-of-absence shall not be unreasonably or arbitrarily withheld.

- 12.01 (a) Upon written application, the Company will grant, subject to operational needs, an extended unpaid leave-of-absence for not more than one member of the Union for the purpose of attending to the affairs of the Union. Such leave shall not be unreasonably or arbitrarily withheld. Leave-of-Absence to attend the Union's conventions for employees not to exceed one hundred and twenty days in any calendar year will be considered a legitimate reason.

The employee must have a minimum of two (2) years seniority to qualify for such leave. Any such leave-of-absence shall not exceed two years. Service

shall be retained and accumulated for vacations and pension during such leave. (Vacations are unpaid.)

The employee will be solely responsible for benefits costs during his leave-of-absence and will pay to the Company the costs for such benefits coverage.

ARTICLE 13 - JOB POSTING

13.01 The Company shall post notice of the initial job vacancy coming within the scope of this Agreement on the Company's bulletin boards for a period of four (4) working days before it is permanently filled. The posting will identify the job, which is vacant and the applicable hourly rate. Employees will apply by signing a three (3) part form, with one copy going to the employee, one to the Union, and one to file for such job vacancy within such four (4) day period, it being understood that the Company, in the case of a permanent posting where the job will be awarded to the senior qualified applicant who applied and he will be given a period of training/orientation as determined by the Company. Should he not adapt, at any time during the period of training, in the Company's opinion, to this position he will be returned to the job classification, which he held prior to the posting. The next senior qualified applicant will then follow the procedure as outlined above until the vacancy is filled. The vacancy created by the filling of a posted initial job vacancy will be posted in addition to the posting of the initial job vacancy and filled in accordance with the above. The Company will post the name of the successful applicant, within ten (10) working days from the date the job vacancy was posted. The successful applicant shall be trained and in the position within four months. This training period may be extended by mutual agreement of the Parties. The Union will receive a copy of the job posting application when removed by the Company from the bulletin board. The Company reserves the right not to consider a senior applicant who has previously failed to meet the requirements of a similar job

in the same or higher group as he is applying for a period of eighteen (18) months. If the vacancy or permanent newly created position is not filled as a result of a posting, or if no suitable applicants are received, the Employer reserves the right to hire.

- 13.02 A successful applicant under the above job posting provision, may return to the job classification he held prior to the posting in the event he does not wish to remain on the posted job, provided if he so elects, he must return within a period of five (5) working days from the date he commenced work on the posted job. **If the successful applicant is not able to be trained for five (5) days within a fourteen (14) day period, he will continue to be afforded training until such time as the five (5) in fourteen (14) rule is observed.** If he does not wish to continue in his new job **after being trained for at least five (5) days within a fourteen (14) day period**, the employee will be assigned to a labour position by the Company within a reasonable time period. Employees designated as “Incumbent Spare” who are the successful applicant, shall not be afforded the five (5) day option of deciding to remain on the job.
- 13.03 It is agreed that with respect to the job vacancies referred to in Section 13.01, the Company will post for job classifications Group 2 and above.
- 13.04 If an employee is awarded the job and resigns prior to the completion of training, he must wait one (1) year before applying for another posting.
- 13.05 The Company and Union will accept written applications from employees for a specific job to be posted during their absence. This applies to employees who will be absent from work for vacation and union business purposes only. Applications must be submitted prior to the Employees absence.

13.06 When an employee is sick or on W.S.I.B. for an indefinite length of time the Company will post the vacancy as a full time temporary position, until such time as the disabled employee returns to work. The job will be awarded as per Article 13.01. If the disabled employee loses seniority under the terms of 10.03 (g) and (h), the employee who was awarded the full time temporary position shall be deemed to hold that position on a permanent basis.

It is understood that if the disabled employee returns to his incumbent job within the specified period, upon the return to work of the employee on sick leave or W.S.I.B. the employee who was awarded the full time temporary position will be placed in a Group 1 job.

13.07 An employee who is promoted or transferred out of the bargaining unit shall maintain and continue to accumulate seniority for a period of six (6) months from the date of transfer or promotion out of the bargaining unit. After six (6) months from such transfer or appointment he will lose all bargaining unit seniority and the right to transfer back to the bargaining unit.

13.08 In the event such employee is returned to the bargaining unit by the Company, he shall be permitted to exercise his seniority to displace an employee with less seniority in his former classification. In the event there is no employee with less seniority in his former classification he shall be entitled to exercise his seniority to displace any employee with less seniority in accordance with Article 11.01.

ARTICLE 14 - CLASSIFICATIONS AND HOURLY WAGE RATES

14.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement the classifications and the hourly wage rates therefore set forth in Schedule I (e) attached hereto. The Hourly Wage Rate Schedule applies to all employees.

Job starting rate	Two groups lower than full job rate.
On the job for three continuous months	hourly rate, one group lower than full job rate
On the job for six continuous months	hourly rate, full job rate

The Company will pay spare employees the full applicable rate for the job six (6) months from the day they were awarded the position of spare.

It is understood between Samuel Son, & Co. Ltd. And Local 6398 U.S.W. the provisions under this article, does not apply to skilled trade employees. It is further agreed all new skilled hires will be paid in accordance with Schedule 1 (e)-Classification and Hourly Wage Rates, as per the present CBA.

SHIFT PREMIUM

14.02 Shift employees working regularly scheduled shifts will receive an off-shift premium of **forty-five cents (\$0.45)** an hour for the afternoon shift and **ninety cents (\$0.90) an hour** for (11:00 p.m. to 7:00 a.m. shift) an hour respectively. Such off-shift premiums will not be paid for any hour in which an employee receives an overtime rate and such off-shift premiums will not form part of the employees' regular hourly rate.

COST OF LIVING ALLOWANCE

14.03 A Cost of Living adjustment will be made to the extent provided by Schedule II hereto.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The normal scheduled hours will be on the basis of forty (40) hours per week and eight (8) hours per shift, Monday to Friday. It is expressly understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day nor as to days of work per week nor as a guarantee of working schedules. **It is further understood that working schedules shall be posted no later than 3:00 P.M. on Thursdays.**

The guidelines of all overtime clauses and hours of work are subject to the provisions of the Employment Standard Act known as the ESA.

15.02 Authorized work performed in excess of the employee's normal scheduled hours of work of eight (8) hours per shift or authorized work performed on Saturday will be paid the rate of 1 ½ of the regular hourly rate:

15.03 Authorized work performed on Sunday or authorized work performed in excess of twelve (12) hours per scheduled shift, or authorized work performed by night shift employees after their sixth (6th) shift of the week or authorized work performed on Saturday in excess of eight (8) hours, will be paid at double time the employee's regular hourly rate.

- When an employee is extending his shift he will be paid at his regular incumbent rate, or the rate of the job, which he is performing, whichever is greater.
- Authorized work performed on weekends will be paid at the rate of the job being performed.

The Company will give notice of daily overtime, as far in advance as practicable and in the case of weekend overtime, the Company will endeavour to advise employees no later than the end of the shift on Thursday in so far as is practicable.

15.04 It is hereby agreed that all employees will receive a Thirty- (30) minute paid lunch hour, the timing of which to be determined by the company and the Union.

15.05 It is further agreed that all employees will receive an additional fifteen (15) minutes paid lunch hour for each four (4) hours of overtime worked in a day. The additional fifteen (15) minutes will coincide with the next scheduled break on the ensuing shift for those staying after their dayshift or afternoon shift.

15.06 The Company agrees to provide employees with one 15- minute coffee break after the completion of approximately the first two (2) hours of their shift.

All employees are expected to remain at their workstation until the time the break commences and that they must be at their workstation at the conclusion of their break. Time required to travel to and from their workstation is considered to be incorporated into the break time.

The Company agrees to provide in-plant coffee and tea, free of charge to employees when consumed during each of the above mentioned break periods.

15.07 The Company and the Union agree that when employees are coming off a two (2) shift twelve (12) hour operation (7:00 a.m. - 7:00 p.m.) employees will rotate to the night shift (11:00 p.m. - 7:00 a.m.). The (7:00 p.m. - 7:00 a.m.) employees will rotate to day shift (7:00 a.m. - 3:00 p.m.). The returning employee will go to the afternoon shift (3:00 p.m. - 11:00 p.m.). When starting a third shift from a two shift operation, the day shift (7:00 a.m. -3:00 p.m.) employee will go to afternoon shift (3:00 p.m. -11:00 p.m.). The afternoon shift (3:00 p.m.-11:00 p.m.) employee will go to days

(7:00 a.m. –3:00 p.m.) and the incoming employee will go to night shift (11:00 p.m.-7:00 a.m.). When going from a 1-shift operation to a 2-shift operation the incoming employees shall start on the afternoon shift.

REPORTING ALLOWANCE

15.08 The Company agrees that an employee, upon reporting for work at the commencement of his regular scheduled shift, unless notified in advance not to do so, shall receive four (4) hours work or four (4) hours pay at his regular hourly rate, unless failure to supply work is due to conditions beyond the control of the Company. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours pay.

MEAL ALLOWANCE

15.09 It is further agreed that an employee who works twelve (12) hours per day will receive a meal allowance of Five Dollars (\$5.00) unless he is notified by the Company on the previous day that he is required to work such hours or more.

Meal allowance will be paid only when employees are asked to work overtime and extend their shift as a result not when called at home to report for a shift.

This allowance will be paid on the day the Company cancels such overtime because of a work shortage.

15.10 An employee called at home for the performance of work outside his regular hours of work shall receive a minimum of four (4) hours pay at his applicable overtime rate provided; however, an employee called to perform

such work within any period of two (2) hours or less from the commencement of his regular shift, such minimum shall not apply.

OVERTIME SHIPPING DEPARTMENT, STORAGE, AS IS PERSONNEL,
CRANE OPERATORS, SKIDS, No. 8 & 5 SLITTERS SET-UP

15.11 The Company and the Union agree that notwithstanding the letter of understanding on overtime in the Collective Agreement dated on the 3rd of November 1987. The following shall apply in respect to the Shipping Department, Storage As Is Personnel, Crane Operator, Skids, number 8 & 5 Slitters Set-up

- 1A. Shipping personnel will be grouped according to job classification i.e. Loader Checker/shuntman, loader/Checker, etc.
- 1B. Storage As Is Personnel will be grouped according to job classification i.e. order picker, sideloader operator, helper (bander).
2. All overtime worked shall be charged to the person who worked regardless of where or when it was worked.
3. A person who refuses to work overtime will have the hours charged to his name.
4. If an employee is sick or on W.S.I.B. he shall have his number of overtime hours adjusted up to one (1) hour less than the employee with the least number of overtime hours, once he is available to work overtime. Overtime shall be done after ten (10) working days.
5. An employee who is required to stay late or come in early, on Company sponsored meetings shall not be charged any overtime hours.

6. Employees who refuse to work overtime because of official Union business shall have no hours charged to their name.
7. New employees in Shipping, Skid and storage departments, As Is Personnel, Crane Operators and the No. 5 and 8 Slitter setup man will have their hours adjusted to one (1) hour more than the highest man in their group.
8. All hours worked or charged, will be accumulated from one week to the next.
9. The Company will keep an updated list of all hours posted every week.
10. If overtime is required during the week, the employee with lowest number of hours to his name on shift shall be asked.
11. If overtime is required during a weekend, the first choice will be the incumbents on the 7:00 a.m. to 3:00 p.m. shift with the least hours to his name. Second choice will be the employee on the 11:00 p.m. to 7:00 a.m. shift with the least hours to his name. Third choice will be any other qualified employee.
12. Overtime lists will be posted weekly.
13. When an employee involved in O/T sharing is moved to another department because of a job reduction (internal temporary or permanent lay-off) he will be regarded as an new employee, (for the purpose of O/T sharing) if he returns to his incumbent position.

When an employee is moved out of the department, to be used as a Spare, or to fill a vacancy for which he is qualified, in another department, he will be admitted in as a new employee in that department.

When and if the employee reverts back to his original department, in his incumbent position he shall have all the O/T hours that he worked in the department that he was assigned to as a spare of qualified employee, added to his previous O/T hours in his incumbent position.

14. When the employee with the least number of hours to his name is asked to work overtime in excess of 4 hours beyond the first 8 hours, and refuses, he will only be charged a maximum of 4 hours even if another employee chooses to work the requested hours.

ARTICLE 16 - PLANT HOLIDAYS

16.01(a) An employee shall receive the following Plant holidays with pay:

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

An employee's last regular shift prior to each of Christmas Day and New Year's Day.

- b) It is agreed that a Plant holiday falling on a Saturday or Sunday will be observed on the previous Friday or on the following Monday.

- 16.02 Plant holiday pay will be computed on the basis of eight (8) hours at the employee's regular hourly rate.
- 16.03 In order to qualify for Plant holiday pay, the employee shall work his full scheduled shifts on each of the working days immediately preceding and immediately following the Plant holiday concerned, except that an employee will not be disqualified from receiving such Plant holiday pay under Section 16.02 hereof, if an employee presents a reasonable excuse satisfactory to the Company in the event of an absence or lateness.
- 16.04 An employee who is required to work on a Plant holiday will be paid for authorized work performed on such day at two (2) times his regular straight time hourly rate of pay in addition to his holiday pay.
- 16.05 If a Plant holiday falls on a working day during an employee's vacation period, he will receive eight (8) hours pay at his regular hourly rate for such holiday in addition to his vacation pay, **so long as the employee has worked his last scheduled shift prior to the vacation and his first scheduled shift following the vacation. Alternatively, the employee will have the option(s) of being granted an additional day off with pay immediately before or after his vacation period, or at some point within three (3) months of the Holiday (so long as the request for the extra day is made at the time of the original vacation request),**as arranged with the Company **and subject to operational requirements. Should the Company deny the requested additional day, they shall inform the Union forthwith and jointly use best efforts to find alternative solutions if possible.**

ARTICLE 17 - VACATIONS

- 17.01 An employee on the active payroll of the Company with less than one (1) year continuous service prior to January 1 will be entitled to vacation with pay as prescribed by The Employment Standards Act as amended.
- 17.02 An employee on the active payroll of the Company with one (1) year continuous service will be entitled to two (2) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or four percent (4%) of total earnings for that year, whichever is greater.
- 17.03 An employee on the active payroll of the Company with five (5) years continuous service as of January 1 will be entitled to three (3) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 6% of total earnings whichever is greater.
- 17.04 An employee on the active payroll of the Company with eleven (11) years continuous service as of January 1 will be entitled to four (4) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 8% of total earnings whichever is greater.
- 17.05 An employee on the active payroll of the Company with eighteen (18) years of continuous service as of January 1 will be entitled to five (5) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 10% total earnings whichever is greater.
- An employee on the active payroll of the Company with twenty-four (24) years of continuous service as of January 1 will be entitled to six (6) weeks vacation with pay at the employee's regular hourly rate based on a forty (40) hour week, or 12% total earnings whichever is greater.
- 17.06 An employee whose employment is terminated for any reason will receive vacation pay for the period to which he is entitled in accordance with The Employment Standards Act, as amended.

17.07 Vacation pay will be issued on a separate cheque. **Employees who take vacation for three (3) weeks or longer may request lump-sum vacation payments prior to the commencement of the vacation upon two (2) weeks' notice.**

17.08 Employees will have the opportunity to select their annual vacation periods and those employees with more than two (2) weeks vacation entitlement, may schedule them on a consecutive basis, in either case subject to the efficiency of plant operations.

- a) Vacation request shall be submitted on a three-part request form that shall be supplied by the Company. One part of which shall be given to the Employee.
- b) The Company reserves the right to declare a shutdown of all or specific operations within the plant for a maximum of two weeks, to be scheduled consecutively, during July or August of any given year, Notification of shutdown will be communicated prior to April 1st, of each year. During these two weeks only, bumping into

unaffected areas will not be permitted. Should the Company require employees to work during the shutdown, senior qualified incumbents shall be given the option of working the shutdown or not.

Vacation requests to the period January 1st to June 30th must be submitted by November 1st of the previous year. The company will confirm or deny the request within ten (10) working days from that date or from the date of application if submitted after the cut-off date.

Vacation requests for the period July 1st to December 31st must be submitted by April 1st. The Company will confirm or deny the request within ten (10) working days from that date or from the date of application if submitted after the cut-off date.

Whenever requests of employees are in conflict, length of continuous service will be the controlling factor, except that when there is a conflict between an incumbent and a spare, the incumbent will be granted the request regardless of seniority, providing he has submitted the request by the cut-off dates. For requests submitted after these cut-off dates, the date of application will be the controlling factor.

When an employee who has submitted his vacation request is informed that his request has been turned down either because of conflict with another senior employee or because of production requirements, then said employee will have to submit another request within ten (10) working days. In this case the second application will be deemed to have been submitted before the cut-off dates. Vacations cannot be waived or transferred and must be taken within the selection time period (January 1st – December 31st). If vacation requests are not submitted by **April 1st**, the Company may

assign vacation at its own discretion. The Company may assign vacations not scheduled, by seniority, and will not assign any vacation to a senior person if there is a junior employee within the same classification who still has unscheduled vacation time. The Company will not assign any vacation of four (4) days or less **unless they are scheduled adjacent to weekends.**

- 17.09 Subject to the provisions of Article 10.03 of this Agreement, an employee who is away on a sick leave and who is receiving compensation from the W.S.I.B. may take his vacation at another date subsequent to his return to work, after agreement with the Company if he is away for a period of less than one full year. If he is absent for a period of more than one year, the Company shall pay him twenty-five percent (25%) of his weekly pay for each week of vacation to which he is entitled during that period.
- 17.10 The Company will allow an employee to use a maximum of five (5) days (one week) of vacation entitlement, during each vacation period, in single days, ~~subject to approval by the employee's supervisor and~~ subject to efficient operations within the department where the employee works.
- 17.11 Employees will be allowed to request pay in lieu of taking vacation for any entitlement in excess of two (2) weeks. The employee must take a minimum of two weeks vacation within the vacation period. The employee may request pay in weekly increments or as in single days as outlined in 17.10. Upon receipt of the written request, the company will pay the employee his vacation pay in accordance with Article 17. The employee must advise the Company in accordance with the deadlines for submission as outlined in article 17.08. The Company agrees to provide the Union with summary of all employees who have elected to receive pay in lieu of vacation at the end of each year if requested.

ARTICLE 18 - HANDICAPPED EMPLOYEES

18.01 The Company and the Union agree to the establishment of a Joint Modified Program Committee consisting of up to three (3) members from the Company and three (3) members from the Union. The Company agrees that Union members of the M.W.P.C. will be granted time off to investigate incidents but every effort shall be made to conduct these investigations on off shift. The Union agrees that in such investigations the rules in Article 4.03 shall be adhered to. These members will also represent Union members at W.S.I.B. hearings. Time off to be reimbursed by the Union.

18.02 The Company agrees that the MWPC will conduct a meeting (Contemplated to be 30-45 minutes in duration) once per calendar year with all available bargaining unit members to review and hand out copies of the polices and procedures. This meeting will take place at a time and in a place that will not disrupt production.

MODIFIED WORK PROGRAM POLICY

18.03 Samuel, Son & Co., Limited and the United Steelworkers, Local 6398, are jointly committed to rehabilitating disabled employees to meaningful employment.

Our primary goal is to progressively return employees to their regular duties. The Company and the Union recognize the benefits of a formal rehabilitation program defined as, Modified Work and Rehabilitation Program, to provide meaningful employment for both permanently and temporarily disabled employees.

Only the full co-operation and participation from everyone at Samuel, Son & Co., Limited, including the members of U.S.W Local 6398, will make this program a success.

ARTICLE 19 - SAFETY AND HEALTH

- 19.01 The Company agrees to continue to make reasonable provisions for the safety and health of employees while at work.
- 19.02 The Company shall furnish safety equipment and other safety supplies that are necessary to protect employees from injury at no cost to employees.
- 19.03 a) The Company will provide an allowance for the purchase of safety shoes or boots on the following basis. For all employees of **one hundred and thirty-five (\$135.00)** per twelve (12) month period or **eleven dollars and twenty-five cents (\$11.25) per month effective May 6, 2014**. Upon completion of the probationary period, an employee will receive the sum of Thirty Dollars (\$30.00) for the purchase of safety shoes or boots. The Company will also agree to supply work gloves, at no cost to the employees, provided that employees return the old pair of gloves as supplied by the Company before a new pair will be issued.
- b) **The Company will reimburse up to three hundred dollars (\$300.00) every two (2) years towards the cost of prescription safety glasses (benefit for employee only – not for dependents).**
- 19.04 When an employee is injured in the Plant and the examining physician orders the employee not to work he shall be paid at his regular hourly rate of pay for the remainder of the shift on which he was injured. Where the examining physician states that the injured employee is able to return to work on the same shift, the employee shall be paid his regular hourly rate of pay for the total time lost as a result of the injury. The Company shall also pay for any transportation required upon the day of injury.

19.05 The Company, the Union and employees will comply with the Occupational Health and Safety Act of Ontario, Revised Statutes of Ontario, 1990 as amended by S.O. 1992.

ARTICLE 20 - WELFARE PLANS

LIFE INSURANCE

20.01 The Company agrees to pay the monthly premiums of the present Life Insurance Plan (the coverage to be in the amount of two times annual salary rounded to the nearest thousand) Accidental Death and Dismemberment (the coverage to be in the amount of 2 times annual salary rounded to the nearest thousand) and Major Medical Insurance Plan or equivalent coverage with another carrier as the Company may determine, for employees eligible for coverage in accordance with the provisions of the plans and who have completed their probationary period while such employees remain in the active employ of the Company. The Dependent Life Insurance coverage with respect to such employees will be as follows as of May 6, 2011:

Employee – Insurance cap. increased to.	\$120 000.00
Spouse	\$10 000.00
Child	\$5000.00

20.02 The Company will provide a paid up life insurance policy for retirees in the sum Five Thousand Dollars (\$5,000.00).

LONG TERM DISABILITY

20.03 In addition to the foregoing, subject to the terms and conditions of the master plans and policies, the Company will provide, at no cost to the employee, a Long Term Disability programme to apply effective following termination of 26 weeks of Weekly Indemnity Benefits on the basis of 50%

of the employees' weekly pay calculated on their regular hourly rate to a maximum of **Twenty-three hundred dollars (\$2,300.00)** per month until return to work or age 65 or date of death, whichever shall occur first.

A pre-existing condition limitation applies to avoid new hires who become disabled in their first year of employment from having access to Long Term Disability coverage for any medical condition they had or were being treated for prior to their employment with Samuel, Son & Co., Limited.

DENTAL

20.04 The Company agrees to maintain the present Dental Plan coverage based on the current Schedule of Fees.

- (a) The amount of the pre-assessment minimum shall be Three Hundred Dollars (\$300.00).
- (b) The yearly maximum shall be Two Thousand (\$2,000.00) dollars.
- (c) Orthodontic coverage for dependent children under eighteen years of age at fifty (50%) percent coverage with Three Thousand Dollars (\$3,000.00) lifetime maximum.

20.05 The Company agrees to incorporate Plans #51890 (as per Company Memorandum dated November 1, 2002) from the Great West Life Assurance Company and #BSC9023596 into the present Collective Agreement and shall provide such plans along with any amendments that may be negotiated. These plans shall be provided at no cost to employees who have completed the probationary period upon the following basis:

- a) While an employee is in receipt of Workers Compensation Benefits.

- b) While an employee is in receipt of weekly indemnity benefits.
- c) For persons laid-off for the month following the month in which the layoff occurred.
- d) During the period that an employee has been granted an authorized vacation leave-of-absence once in each five-year Period.
- e) Employees granted an authorized vacation leave of absence by the Company, as per Article 20.06 (d) his or her benefits as they exist at the time, will be retained for a maximum of thirty (30) days at no cost to the employee. The employee must have a minimum of two years seniority to qualify for such a leave.

This provision only applies to authorized vacation leave of absences and not other leaves of absences as described in Article 12.

The Company will provide a copy of the master plan and any updates when issued to the Union.

NEW HIRES

20.06 The Company agrees to supply existing benefit coverage to current employees. Any new hires will be subjected to the following:

The Company agrees to pay 80% of the cost of coverage for the following benefits

- Major Medical Insurance
- Dental Insurance

A \$500.00 single / \$2000 family limit will put a ceiling on the combined medical and dental expenses. that an employee could be

required to pay. The single amount is applied to individual family members (e.g. once an individual family member passes the limit amount their entitlement changes to 100% co-insurance).

Note that employee paid amounts for any of the following do not count towards the "out of pocket" limit:

- Para-professional expenses that are over-and-above the amount that is reimbursed.
- Prescriptions dispensing fees in excess of the dispensing limit.
- Eye examination, eyeglasses, contact lenses or hearing aid expenses that are in excess of the plan maximums.

All other caps and maximums remain as per current benefit program.

ARTICLE 21 - WEEKLY INDEMNITY

21.01 The Company agrees to provide at no cost to the employees weekly indemnity coverage as provided by an insurance carrier selected by the Company with respect to employees who have completed the probationary period and while such employees remain in the active employ of the Company, beginning on the first day of disability for an accident, or the first day of disability in Hospital, and on the fourth day of disability for sickness and continuing up to a maximum of twenty-six (26) weeks for any one period of disability in any one (1) calendar year, provided that the benefits hereunder shall not apply to an employee who is in receipt of Workers Compensation Benefits .

The amount of the benefit hereunder shall be 70% of the employee's weekly straight time earnings, to a maximum of Seven Hundred Dollars (\$700.00), provided that the figure for such earnings shall not exceed the maximum weekly insurable earnings as determined from time to time under the terms of The Unemployment Insurance Act. In order to qualify hereunder, it is

agreed that, if requested by the Company, an employee will furnish the Company with a medical certificate in a form satisfactory to the Company in connection with any such disability.

21.02 In the case of a W.S.I.B. dispute, the Company, at its own discretion, may instruct the Insurance Carrier to process Weekly Indemnity to compensate the employee while the dispute is being resolved. If the W.S.I.B. dispute is resolved in the employee's favour, the employee will sign the necessary form to have W.S.I.B. reimburse the Insurance Carrier for the W.I. benefit.

21.03 In the event of a dispute between an employee and an insurance carrier, as to the eligibility of an employee for a benefit, the Union, prior to proceeding to arbitration provide the company with medical information relevant to the employee's eligibility. Under the following conditions;

1. Such grievance shall be filed at Step 2 of the Grievance procedure, within 30 days of the employee receiving written notice that his benefits will be or has been stopped.
2. A meeting shall be held between the Union members of the Modified Work Program and the Vice President of Operations or his designate to try to resolve the grievance.
3. The Union members and the Vice President of Operations or designate shall all sign a confidentiality agreement preventing them from disclosing any medical information, except as required by law.
4. The Union shall share any medical information in their possession relevant to employee's disability or illness.

5. The Unions shall be entitled to black out any medical information that they believe is not relevant to the case.

6. Should the parties not reach a mutual agreeable settlement, then the matter shall be referred to arbitration as per Article VIII of the Collective Agreement.

SUMMARY OF BENEFITS
HOURLY EMPLOYEES - May 6, 2011

ALL CHANGES ARE EFFECTIVE AS NOTED BELOW

BENEFIT	CURRENT	MAY 6, 2011	MAY 6, 2012	MAY 6, 2013
Life Insurance	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000
AD & D	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000	2 x Salary rounded to nearest \$1,000
Dependent Life				
Spouse	10,000	10,000	10,000	10,000
Child 15 days and over to 25 years	5,000	5,000	5,000	5,000
Life Insurance – Retirees	5,000	5,000	5,000	5,000
Vision Care (once each 24 mths)	300	300	300	300
Hearing Aids (once each 36 mths)	750	750	750	750
Dental Annual Maximum	2,000	2,000	2,000	2,000
Dental Orthodontic Coverage	3,000	3,000	3,000	3,000
Dependent children under eighteen (18) years of age 50% coverage to a lifetime maximum	50% Coverage to a Lifetime maximum	50% Coverage to a Lifetime maximum	50% Coverage to a Lifetime maximum	50% Coverage to a Lifetime maximum
Long Term Disability *A pre-existing condition limitation applies to avoid new hires who become disabled in their first year of employment from having access to LTD coverage for any medical condition they had or were being treated for prior to their employment with Samuel, Son & Co., Limited.	2,000/mth	2,000/mth	2,000/mth	2,000/mth

Pension per mth of Credited Service	Past Service 49	Future Service 60	Future Service 61	Future Service 62
Early Retirement (age 63 - \$13.00 bridge per mth for each year of credited service, payable to age 65) Additional Vacation Pay	13 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement	13 100% Vacation Pay entitlement

ARTICLE 22 - BEREAVEMENT PAY

22.01 An employee will be granted up to three (3) days leave of absence at his regular hourly rate to attend the funeral of the employee's mother, father, wife, child, brother, sister, mother-in-law or father-in-law. An employee will be granted a one (1) day leave-of-absence at his regular hourly rate if the funeral is outside the Province of Ontario and the employee does not attend the funeral.

22.02 An employee will be granted one (1) day's bereavement leave-of-absence at his regular hourly rate for the purpose of attending the funeral of his sister-in-law, brother-in-law, or grandparents of both spouses.

22.03 If a death/funeral occurs while an employee is on vacation, the affected employee will be entitled to take his applicable leave of absence immediately following the expiration of holidays in accordance with Article 22.01 and 22.02.

ARTICLE 23 - JURY DUTY PAY

23.01 An employee will receive for each day of jury duty the difference between the pay last computed at the employee's regular hourly rate and the amount of jury fee received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court showing the amount of jury fee paid.

ARTICLE 24 –FOREMEN DUTIES

24.01 The Company agrees that a foreman shall not as a general rule assume such duties as are normally performed by bargaining unit employees. Such foreman, however, shall in no way be restricted from performing work involving instruction and experimentation, or in the event that insufficient bargaining unit employees are available to perform the work.

ARTICLE 25 - SKILLED TRADES

25.01 OVERTIME SHARING

Notwithstanding the Letter of Understanding in the Collective Bargaining Agreement the following shall apply in respect to the overtime between skilled trades in the Maintenance Department.

1. Maintenance personnel will be grouped according to their job classification: System control electrician, Machinist/Millwright, Electrician, Side-loader & lift-truck Technician, Welder, Apprentice and Mechanic.
2. All overtime hours will be charged to the tradesman who worked it regardless of where, when, or why, they were worked.
3. The employee within each group with the least number of overtime hours to his name shall have first choice to all overtime for the week ending Sunday. When overtime hours are equal the senior man shall have first choice.
4. An employee who is asked to work overtime on weekends shall have the hours charged to his name regardless if someone else works those hours or not.
5. An employee who works overtime outside of the Company premises shall be charged all overtime hours worked.
6. An employee who refuses to work overtime outside of the Company premises shall not be charged any hours.
7. An employee who refuses to work overtime because of official Union business shall not be charged any hours.
8. An employee who is required to stay over late, or come in early, on Company sponsored meeting shall not be charged any overtime hours.

9. An employee involved in a particular job has first choice to any overtime that is required on that job. If he refuses, and if any of the remaining qualified tradesmen agree to work overtime, regardless of where it is worked, all tradesmen will be charged accordingly. An employee who is involved on a particular job on Saturday, which has to be finished on Sunday, will be entitled to the Sunday overtime, regardless of his standing in the overtime/sharing list.

10. A new employee, or an employee on authorized Company leave of absence, or an employee who is unable to work overtime for any reason except for those in Clauses # 7 and # 8 shall have his overtime hours adjusted up to one (1) hour more than the employee in his group with the highest number of hours.

11. An employee who is sick, or on W.S.I.B. or on temporary medical restrictions, for a period of more than fourteen (14) calendar days, shall have his hours adjusted up to one (1) hour less than the employee in his group with the least number of hours, once he is available to start working overtime. If the number of hours of the returning employee are higher than the number of hours of any other employee in his group, then his hours will not change.

12. If for any reason an employee takes Friday off, he shall inform his foreman as to whether or not he is available to work overtime on Saturday. In the event that the Company requires the employee's services on Saturday and he is available, the foreman will make every effort to contact the employee. If for any reason

the foreman cannot get in touch with the employee and has to ask the next employee in line, to work Saturday both employees will be charged eight (8) hours. If the employee informs his foreman that he is not available and the foreman has to ask the next employee in line, the employee will be charged eight (8) hours.

13. An employee who waives his right to overtime shall still be charged the overtime hours.
14. Call-ins will be charged at four (4) hours each per call, minimum.
15. All available call-ins will be charged to the employee scheduled on call during that week regardless whether he takes them or not.
16. The Company will pay the employee responsible for that week's call-ins, four (4) hours at time and one half for the purpose of stand-by on the sixth night shift. If the employee responds to a call-in on that night and has to work overtime on Saturday (7.00 a.m. - 3.00 p.m.) he will be paid four (4) hours at double time. providing the employee works the full eight (8) hours on Saturday.
17. If the employee on scheduled call-ins gives the right to his call-ins to someone else, the employee doing the call-ins that week will be entitled to the four (4) hour stand-by and both employees will be charged accordingly.
18. In order for the incumbent employee to qualify for the four (4) hours at time and one half stand-by, on the sixth shift, he has to be available for call-ins for two (2) consecutive nights Wed. & Thurs.) prior to the sixth shift.

19. If for any reason an employee takes Friday off or goes home early, he will forfeit his right to the stand-by call-in (Friday 11.00 p.m. - 7.00 a.m.). The employee in the same group, on the same shift, with the least number of O/T hours will take the call-in and both will be charged accordingly.
20. When the Company and the Union agree to defer the Sunday night shift to Friday night, it will be deemed to be the fifth shift and as such the employee responsible for that week's call-ins will cover that Friday night without the benefit of the four (4) hour stand-by.
21. The Company will post the updated weekly overtime list.
22. The Company and the Union agree that when the employee with the least number of hours to his name is asked to work overtime in excess of 4 hours beyond the first 8 hours, and refuses, he will only be charged a maximum of 4 hours even if another employee chooses to work the requested hours.

25.02 TOOL ALLOWANCE

1. The Company will make available to the following tradesmen, the following yearly tool allowance for the purpose of purchasing new tools, and replacing broken, or lost tools, that are required to perform all repairs and maintenance required of the trade. The amount of money will vary according to the trade.
 - a) System control electrician and electrician - \$260.00.
 - b) Millwright/machinist, Millwright/mechanic, and Side-loader Tech. \$425.00.
 - c) Welder \$125.00.

2. This tool allowance shall only be used to purchase tools required to perform the tradesman's respective duty in the employ of Samuel Son and CO., Ltd.
3. The Company will make available to the tradesmen, all electrical or mechanical measuring tools or devices, required to perform their respective job.
4. This allowance shall be spent in the current year. No tradesman will be allowed to overspend, carry forward, or borrow from the following year.
5. A new skilled tradesman will be eligible for tool allowance after one (1) full year of service.
6. The allowance will be made available from January 1st to December 31st. Tradesmen starting during the year will have their allowance pro-rated.
7. Apprentices:- At the start of their apprenticeship, the Company will make available a tool allowance of Seven Hundred Dollars (\$700.00) per apprentice to purchase basic tools required to work in their respective trade. Apprentices will not be eligible for any further allowance until the apprenticeship is successfully completed.
8. Trades eligible for tool allowance are:- System control electrician, electrician, millwright/machinist and mechanic, side loader and lift-truck technician, welder, and apprentice in the trade.

25.03 WORK UNIFORMS

1. The Company will provide at no cost to the following maintenance employees, seven (7) pants and shirts, or seven (7) coveralls. Electricians, Millwrights, Side-loader Technicians, Apprentices, and Oiler.
2. A probationary employee in the above jobs will be entitled to these uniforms after successfully completing the required probationary period.

25.04 CONTRACTING OUT

1. The Company will offer maintenance employees any maintenance work that they would normally perform or are qualified to do, prior to having it contracted out.

25.05 SAFETY BOOTS/SHOES ALLOWANCE

The Company will provide an allowance for the purchase of safety boots/shoes as per 19.03

25.06 SIDELOADER & LIFT-TRUCK TECHNICIAN

Notwithstanding any other related provisions in the collective agreement, it is agreed that part of the Side-loader/lift-truck technician's job description is to service any side-loader or lift-truck in every operation owned by the Company as required.

25.07 PROBATIONARY PERIOD

New employees in the trade of Electrician, Millwright, Machinist, and Side-loader & lift-truck tech will serve a probationary period of one hundred and twenty (120) calendar days.

25.08 APPRENTICESHIP PROGRAM

1. Selection of employees to serve an apprenticeship will require that the applicant, have Grade 12 Diploma or equivalent education.
2. An aptitude test will be given to all applicants who qualify under clause # 1
3. Minimum passmark at the aptitude test will be seventy percent (70%).
4. The senior applicant and or applicants with marks over seventy percent (70%) will be selected for the program.
5. Applicants who are chosen as apprentices shall agree to:
 - a) Resign from all job positions they currently hold.
 - b) That if for any reason they fail to successfully complete the three (3) year course, (failing subject, dropping out etc.) they will not have any right to claim any of their previous jobs, but will be placed in the labour group.
 - c) That if they are not successful in achieving the Ontario Industrial Mechanic License after three (3) attempts, they will go in a labour group.

6. In the event of a plant wide lay-off apprentices will be protected, but should there be a lay-off amongst skilled trades personnel in the same trade as the apprentices, then apprentices will be laid-off first regardless of seniority. They will still maintain the right to bump in any production job as per the lay-off procedure.
7. Any tradesmen hired by the Company after the apprenticeship program has started will be terminated prior to the said apprentices in case of a lay-off in the maintenance department.
8. The apprenticeship wage structure shall be as follows:

First Year	Labour Group 1 rate.
Second Year	Eight-five percent (85% of the Millwright/ Mechanic rate.
Third Year	Ninety percent (90%) of the Millwright/ Mechanic rate.

At the end of the third full year, the wage rate will increase to a Millwright/Mechanic rate provided said apprentices are successful in achieving the Ontario Industrial Millwright License. An apprentice who is successful in achieving the Ontario Millwright License will not be required to serve a probationary period.

9. During the three (3) years apprenticeship, the names of the apprentices will be placed on the maintenance O/T Sharing list but will only be asked to work overtime after every skilled tradesman has been asked. The Company will make every effort to bring the apprentices on overtime as the extra person solely for the purpose of learning.

10. The Company and the Union expect that the apprentices will focus all their energy to succeed and graduate from School and achieve the Ontario Industrial Millwright License.

ARTICLE 26 –LETTERS OF UNDERSTANDING

26.01 The Company and the Union agree that letters of understanding as attached hereto are incorporated by reference to the Agreement.

ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall become effective on May 6, 2011, except as otherwise provided, and shall be in effect until the 5th day of May 2014, and shall continue automatically thereafter for annual period of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

IN WITNESS THEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this _____ day of _____ 2011.

UNITED STEELWORKERS

**SAMUEL FLAT ROLLED PROCESSING GROUP
(DIXIE ROAD)**

A Division of Samuel, Son & Co., Ltd.

J. Resendes

T. McGrogan

A. Skulj

J. Lennartz

S. Inouye

A. Keddy

Jorge Pinto

Hugo Parwicki

Sean Logan – U.S.W.

SCHEDULE I
DRIVERS' UNIFORMS

The Company will provide Shunt Drivers with the protective equipment and clothing necessary to perform their job.

SCHEDULE II
COST OF LIVING ADJUSTMENTS

A lump sum Cost Of Living payment will be made on the first Monday of the month following the month in which the published CPI index (1971=100) equals or exceeds **650**. The payment will be calculated at \$0.01 per hour worked for each .3-point movement in the CPI index above 630.

There will be no roll in to base wages. Lump sum payments will be equal to the increase generated multiplied by the number of hours worked by the employee in the corresponding month.

Such month will become the base month for calculation purposes and calculations shall be made Quarterly thereafter and will be payable on the first Monday of the following months after the publication of the applicable C.P.I. (Canada).

Continuance of the Cost of Living Adjustment shall be contingent upon availability of the Consumer Price Index in its present form unless otherwise agreed upon by the parties.

No adjustment retroactive or otherwise shall be made due to any revision, which may later be made in a published index.

A.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

RE: LETTER OF UNDERSTANDING

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2011, that the Company agrees to maintain the pension currently in effect and the amount of normal monthly pension payable for each year of credited service shall be as follows:

YEAR	PENSION CREDIT
Period to May 6, 2008	\$49 per month per year of service
May 6, 2008--May 5, 2009	\$52 per month per year of service (future services only)
May 6, 2009-May 5, 2010	\$55 per month per year of service (future services only)
May 6, 2010--May 5, 2011	\$58 per month per year of service (future services only)
May 6, 2011--May 5, 2012	\$60 per month per year of service (future services only)
May 6, 2012-- May 5, 2013	\$61 per month per year of service (future services only)
May 6, 2013--May 5, 2014	\$62 per month per year of service (future services only)
May 6, 2014 –May 5, 2015	\$63 per month per year of service (future services only)
May 6, 2015—May 5, 2016	\$64 per month per year of service (future services only)
May 6, 2016 – May 5, 2017	\$65 per month per year of service (future services only)

Effective May 6, 2008 early retirement will be established at age 63 with \$13.00 Bridge from age 63 to age 65.

The Company will provide for employees and their spouses taking early retirement at age 63 and 64, major medical and dental coverage not available through Government programs. Benefits coverage not applicable to retirees includes Life Insurance, Accidental Death and Dismemberment, and Dependent Life.

The Company will pay to an employee taking early retirement, in accordance with the early retirement provisions, an additional 100% of his full vacation pay entitlement for each year the employee retires early, in accordance with the early retirement provisions and prior to age 65. The Company will provide retirement of \$10,000.00 to any employee who retires prior to age 65 (defined as 365 days or greater to their 65th birthday) or \$20,000 to any employee who retires prior to age 64 (defined as 365 days or greater to the 64th birthday) during the term of this collective agreement (**May 6, 2014 - May 5, 2017**).

In cases where employees take early retirement part way through a year, the amount of additional vacation pay payable will be pro-rated.

An employee having earned 2 years membership in the Pension Plan will have their Pension vested and will be entitled to a Pension at age 65 in the event he may leave the Company.

DATED AT MISSISSAUGA, this _____ of _____, 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers

PENSION INDEX

Effective May 6, 2011, all monthly pensions of retirees shall be increased in accordance with the following:

The March, 2011 Consumer Price Index (1981=100) Canada will be compared with the March, 2010 C.P.I. and where the difference is determined to be in excess of 4%, such monthly pensions shall be increased by 50% of the difference between 4% and the actual percentage increase.

Effective May 6, 2011 such pensions shall be increased as above except the March 2011 C.P.I. will be compared to the March 2010 C.P.I.

Effective May 6, 2012 such pensions will be increased as above except that the March 2012 C.P.I. will be compared to the March 2011.

Effective May 6, 2013 such pensions will be increased as above except that the March 2013 C.P.I. will be compared to the March 2012.

It is agreed that no pension increases will be paid for increases in the C.P.I. in excess of 8% in any one year, March to March.

Under no circumstances will such calculations be less than 1% of current Pension Benefit.

B.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2011, that in the event the Company should relocate part of its existing production operations carried on at its plant in Mississauga, Ontario to any production facility elsewhere in the Province, the Company will offer job opportunities and training where appropriate to the bargaining unit employees who are laid off by the Company as a result of such relocation provided they are willing to perform this work available.

Those employees accepting a job opportunity at the production facility shall be credited with service accumulated at the Mississauga plant to the date of transfer solely for the purpose of determining what, if any, vacation and pension entitlement may be applicable as determined by the Company at the production facility.

It is also agreed that upon acceptance of the job opportunity offered by the Company such employees shall lose their recall entitlements with the Company at its plant in Mississauga, Ontario and shall not be covered by the terms of the Collective Agreement.

DATED AT MISSISSAUGA, this _____ day of _____, 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers

C.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2011, that the following procedure will be followed, where possible to schedule personnel to work overtime:

TWO SHIFT OPERATION:

(A) PRINCIPLE OVERTIME IS 7-3 SATURDAY:

- (1) First choice incumbents - 7-3 of that week.
- (2) Second choice - qualified men in the department.
- (3) Third choice - Other qualified men.

(B) IF OVERTIME IS 11-7 FRIDAY/SATURDAY A.M.:

- (1) First choice incumbents - 3-11 of that week.
- (2) Second choice - Qualified men in the department.

(C) IF OVERTIME IS 7-3 SUNDAY:

- (1) First choice incumbents - 7-3 of the previous week.
- (2) Second choice incumbents - 3-11 of the previous week.
- (3) Third choice - Other qualified men.

(D) If a 3-11 employee is not available for work, the 7-3 employee will be asked to work.

THREE SHIFT OPERATION:

All employees on a three (3) shift operation will rotate in reverse rotation: Night Shift to Afternoon Shift to Day Shift. For Weekend overtime, employees on reverse rotation will follow the schedule in this letter. Employees on a one (1) or two (2) shift operation will follow the schedule in Letter C.

(A) IF PRINCIPLE OVERTIME IS 7-3 SATURDAY:

- (1) First choice incumbents 7-3 of that week
- (2) Second choice incumbents 11-7 of that week
- (3) Third choice - other qualified men

(B) IF OVERTIME IS 11-7 FRIDAY/SATURDAY A.M.:

- (1) First choice incumbents 11-7 of that week
- (2) Second choice incumbents 3-11 of that week

(3) Third choice - other qualified men

(C) OF OVERTIME IS 7-3 SUNDAY:

(1) First choice incumbents 11-7 of the previous week

(2) Second choice incumbents 3-11 of the previous week

(3) Third choice incumbents - other qualified men in the department

(D) IF NON-STANDARD OVERTIME IS REQUIRED, every effort will be made to distribute it equally, where possible, between shifts and departments.

DEFINITION OF NON-STANDARD OVERTIME

Non-standard overtime is any work that is not performed during any normal business day, or any overtime required when all incumbents have been asked and refused. When grievances are settled by allocating non-standard overtime it shall be performed during a two (2) week period. If the non-standard overtime is not offered within ten (10) working days, the Company will pay the settlement.

(E) WHEN A SHIFT IS required to work four (4) hours over:

(1) First choice incumbents - Shift that is working.

(2) Second choice incumbents - Qualified men on the same type of job on the shift in the same department that is working.

(3) Third choice incumbents - Qualified men on the shift that is working.

(F) IF 3-11 EMPLOYEE DOES NOT REPORT FOR WORK the 7-3 employee will be asked to work to 7 p.m. and the 11-7 employee will be asked to report for work at 7 p.m.

If the 3-11 employee does not report to work on Friday, the 7-3 employee will be asked to work.

In the event the Company is not advised one hour prior to the completion of a shift that an incoming employee will not be available for work, the Company will endeavour to make the foregoing choices, in so far as it is practicable to do so. The Company shall not be required to contact employees for overtime who have signed an overtime waiver list.

Note: If the 12 hour operation is being terminated at the end of that week, Clause A of the Letter of Understanding or O/T will apply.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers

D.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2011, as to the Company's spare job system:

1. The purpose of the Company's spare job system is as follows:
 - (a) To fill vacancies for vacations, leave-of-absence, sickness, accidents and where the incumbent employee is not available.
 - (b) To provide training and potential for advancement.

2. The following will apply in so far as it is practicable for the Company to do so, consistent with the efficient operation and production of the Plant.
 - (a) The senior applicant shall be awarded the position of a Spare Job
 - (b) The successful applicant will be trained consistent with Article 13.01. Upon completion of the training, such applicant will be returned to his previous job.
 - (c) No employee qualified as a spare can hold more than one spare position at anytime.

- (d) An employee qualified as a spare under the system will not be permitted to use his qualifications as a spare to displace an incumbent employee on the job for which the spare is qualified during a reduction of the work force as a result of a work shortage.
- (e) When a scratch vacancy occurs the Company will fill the job vacancy with any qualified employee available as long as no overtime is incurred.
- (f) There will be two (2) spare positions for all jobs Group (2) and above with up to three (3) spare positions for each job in shipping, Cranes and Storage. The Company agrees to provide the Union with an updated list of all the incumbent employees in each job as well as the Spare for each job as soon as possible, and thereafter every three months.
- (g) A Group 1 employee who is qualified as a spare and is assigned to his spare position will return to his previously held Group 1 job in his department when his assignment is complete. Provided the employee's seniority allows for such a displacement.

3. A qualified employee is an employee who has:

- I. Worked on the job through a permanent posting
- II. Worked on the job as a spare.
- III. Any incumbent who has exercised direction over a co-worker, will be deemed as being qualified for those jobs
- IV Holds or has held or is capable to train and obtain a validation licence or certificate.

- (a) The Parties agree that an employee will loose all qualifications if he resigns from either a spare or full time position and will not be allowed to apply for any job position for a period of three hundred and sixty-five (365) calendar days from the date of resignation. The employee will be reassigned when a

qualified employee is available or a candidate from a posting has been selected and trained for said job. This period will not exceed 90 days for jobs group 7 and below and 120 days for jobs in group 8 and above from the date of resignation. The Company will not be able to use any employee that has permanently resigned a position and signed a permanent resignation form.

- (b) The Company agrees to utilize all Spare employees in a fair and equitable manner in the assignment of spare job position.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2011, concerning the following:

In the event a new job classification is established or if there is a substantial change in the present job description by the Company, the Company will estimate the hourly wage rate for such new classification and shall advise the Union. The parties will meet and discuss the hourly wage rate for such new classification. If the hourly wage rate is unsatisfactory to the Union, a grievance may be lodged with the Company under the Collective Agreement within a period of seven (7) working days from the date the hourly wage rate for the new job classification was set. Job classification shall remain in effect unless changed by mutual agreement of the parties or by the decision of a Board of Arbitration.

It is agreed the powers of the Arbitration Board should be limited to determining whether or not such hourly wage rate has been improperly classified or grouped as a result of inconsistent application of the job evaluation techniques as established by the Company and/or does not bear proper relationship to the undisputed classifications or groupings under the Collective Agreement.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers.

F.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May, 2011, that the Company and the Union agree that those employees whose rates are red-circled as of June 26th, 1985 shall receive only the general increase as set forth in Schedule I(A) and I(B) as set out in the Collective Agreement.

The Company and the Union agree that if a classification/job is re-evaluated and the re-evaluation results in a lower rate of pay than the employee is currently receiving, the affected employee will be green circled and shall be entitled to receive the general wage increases. Request for job evaluations are only eligible to be submitted within 6 months of the expiry date of each collective agreement.

DATED AT MISSISSAUGA, this _____ day of _____ **2011.**

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers

G.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2011, with respect to the Humanity Fund.

The Company agrees to deduct from the employee's weekly pay each week, the sum of .1 cent per hour for all regular hours worked and to allocate the sum so deducted to the "Humanity Fund" and to forward payment to the U.S.W. National office once each calendar quarter. The Company shall advise the "Humanity Fund" at its Toronto Office and the Local Union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deducted shall be made commencing in the pay period of the week of May 12, 2011.

It is understood and agreed that participation by an employee in the program of deductions set forth above may be discontinued by any employee by written notification by the employee to the Company and the Local Union of his desire to discontinue such deductions.

The Union agrees to indemnify the Company and save it harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided above.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers.

H.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2011, with respect to the Education Fund.

The Company and the Union agree to establish a fund for the purposes of Union Education.

The Education Fund (the "Fund") will be administered by the Local Union, and once per year, the Company may request a meeting with the Union to review the financial position and administration of the Fund.

Contributions to the Fund shall be made as follows, payable to the Financial Secretary of Local 6398 U.S.W. in the amount of Five Thousand Dollars (\$5,000.00) in May and Five Thousand Dollars (\$5,000.00) in November of each year of the Contract.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers.

I.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement dated the 6th day of May 2011, with respect to pension accrual for employees who are terminated under the Collective Agreement and who are covered by our Long Term Disability Plan.

Such employees, following their termination, will continue to accrue credited service in accordance with the current Pension Plan until they reach the age of 65, are deceased, recover from their sickness or illness or find alternate employment whichever occurs first. No other welfare plans apply following termination of employment.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers.

L.

United Steelworkers
1158 Aerowood Drive
Mississauga, Ontario
L4W 1Y5

Attention:

May 6, 2011

Dear Sirs:

The company will make reasonable efforts to hire laid off Samuel USW employees at Samuel plants prior to hiring new employees.

DATED AT MISSISSAUGA, this _____ day of _____ 2011.

SAMUEL, SON & CO., LIMITED

The foregoing is hereby acknowledged and agreed to on behalf of The United Steelworkers.

Schedule 1(e)-Classification and hourly wage rates:

- Effective May 6th, 2012 increase all wage rates by 2%
- Effective May 6th, 2013 increase all wage rates by 2.5%

A group 1 starting wage rate of \$15.00/hr. this would apply only to new employees or those existing employees that choose to post into group 1 jobs after May 6th, 2008. Employees hired prior to May 6th, 2008 shall maintain the current group 2 rate (\$20.07) in addition to the wage increases (\$21.30 as of May 6, 2010) . For clarity any employee hired prior to May 6, 2008 who is required to move into Group 1 job for any reasons other than choosing to post for the job shall receive the current rate (\$20.79) in addition to the wage increase.

CLASSIFICATION & HOURLY WAGE RATES

CODE

	May 6-14	May 6-15	May 6-16	May 6-17
GROUP 1 (Green circled from May 6 2008)	20.79	20.79	21.21	21.74
GROUP 1	16.32	16.65	16.98	17.32

Janitor
 102 Sweeper
 104 Bander / Labourer CTL
 104 Bander / Labourer Bay 8
 802 Millwright Apprentice
 108 Helper, Storage

GROUP 2 (Green circled from May 6 2008)	21.30	21.30	21.73	22.27
GROUP 2	22.81	23.27	23.73	24.21

311 Helper / Bander Slitter 8
 204 Tagger, Receiving
 209 Helper Slitter #5
 307 Helper CTL #5
 309 Helper CTL #8

GROUP 3	23.35	23.82	24.29	24.78
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406/411 Cab Crane Operator
 409 Helper CTL # 3
 299 Material Handler
 407 Skid & pallet Sorter
 205 Skid Maker
 Utility Man (Bay 1 & 2)
 Saw Helper (Extrusions)

GROUP 4	23.89	24.37	24.86	25.35
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304 Receiver / Crane Operator
 403 Set-up Slitter
 408 Maintenance Oiler 111
 413 Helper / Set-up CTL # 9
 404 Order Picker
 506 Side Loader Operator
 511/512 Feeder A&B CTL #7
 414 Skid Bander Weigher Bay 8
 Order Picker/Side Loader Operator (Extrusions)

GROUP 5	24.42	24.91	25.41	25.91
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519 Auto Bander, Slitter #8
 Coil Handler
 Saw Operator (Tool Steel & Plate Bay 1)

As Is Coil Handler
 Loader Checker/Side Loader Operator Bay 1 & 2)

JOB CLASSIFICATION

CODE

		May 6-14	May 6-15	May 6-16	May 6-17
GROUP 6		24.97	25.47	25.98	26.50
517	Load Checker				
705	Ass't Operator Slitter #8 Saw Operator (Extrusions Bay 2)				
GROUP 7		25.50	26.01	26.53	27.06
306	Loader Checker / Shuntman				
GROUP 8		26.04	26.56	27.09	27.63
701	Operator CTL #7 Operator CTL #8 Tin Line 1500 Operator				
902					
GROUP 9		26.58	27.11	27.65	28.21
602	Operator Slitter # 5				
906	Operator CTL # 5				
502	Operator CTL #3				
606	Operator Slitter #8				
903	Operator CTL #9				
GROUP 10		27.11	27.65	28.21	28.77
GROUP 11		27.65	28.20	28.77	29.34
GROUP 12		28.18	30.18	30.78	31.40
GROUP 13		28.72	30.72	31.33	31.96
801	Mechanic 1				
GROUP 14		29.25	31.25	31.88	32.51
804	Sideloader & Lift Truck Technician				

JOB CLASSIFICATION

CODE

	May 6-10	May 6-11	May 6-12	May 6-13
GROUP 15	29.80	31.80	32.44	33.08

GROUP 16	30.33	32.33	32.98	33.64
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904 Mechanic / Machinist

908 Systems Control Electrician

Note: For employees still on progression rates, the job codes will be tiered as follows:

- E.g. Job code 104A Year 1
 Job code 104B Year 2
 Job code 104C Year 3
 Job code 104 Full Rate