

SOURCE	COMP		
EFF.	96	11	01
TERM.	99	10	31
No. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	60		

COLLECTIVE AGREEMENT

BETWEEN

IVACO ROLLING MILLS
LIMITED PARTNERSHIP
OFFICE, CLERICAL AND TECHNICAL EMPLOYEES
HEREINAFTER CALLED "THE COMPANY"

AND

UNITED STEELWORKERS OF AMERICA
On behalf of its Local 7940
OFFICE: CLERICAL AND TECHNICAL EMPLOYEES
HEREINAFTER CALLED "THE UNION"

EFFECTIVE

FROM 01 NOVEMBER 1996 TO 31 OCTOBER 1999

09900(02)

Preamble - PURPOSE OF THIS AGREEMENT

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

Article 1 - UNION RECOGNITION

1.01 - The Company recognizes the Union **as** the sole and exclusive bargaining agent for **all** office, clerical and technical employees of Ivaco Rolling Mills, Limited Partnership in the Township of Longueuil (L'Original) **save and except** supervisors and **forepersons**, persons above the rank of supervisor and foreperson, professional engineers within the meaning of the Labour Relations Act. Training Co-ordinator, Sales Representatives. Customer Service Representatives. Secretary to the General Manager, Secretary to the Manager of Personnel and Industrial Relations, Head Nurse, Payroll Co-ordinator. Raw Materials Co-ordinator. persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

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

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

1.04 - The Company **will** not assign, nor will any person whether or not an employee of the Company not in the bargaining unit **perform**, any work which is included in the bargaining unit, **to** the extent **that** such would result in the lay-off or demotion of **an** employee, or prevent a recall.

1.05 - The Company will advise the employees and Union of the names of those persons who have been appointed to a position of first line supervision, and of those bargaining unit employees who have been appointed to a position outside of the bargaining unit, when such appointment occurs.

1.06 - The Company will inform a Union Representative of all bargaining unit work which is to be contracted-out prior to such **work** being performed. The following information will be furnished: expected duration; number of contractors to be employed, type of work to be performed; the reason for contracting out the work.

1.07 - The Company and the Union agree to the establishment of a labour - management committee. Such committee will be composed of two (2) members of management appointed by the Company, and **two** (2) members of the Union appointed by the Union. The **purpose** of the committee is to discuss concerns on matters which do not come under the mandate of existing committees. The labour - management committee will meet monthly, or **as** otherwise agreed.

Article 2 - NO DISCRIMINATION

2.01 - Where the masculine gender is used in the agreement, it shall be deemed to apply in the same manner to the female gender, and vice-versa.

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

2.03 - The Union and the Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code. Both parties agree to abide by the provisions of this code. Complaints of such harassment involving a member of the bargaining **unit** will be handled with all possible confidentiality by the Unit Chairperson and the Manager, Personnel & Industrial Relations, or their delegates.

Article 3 - MANAGEMENT RIGHTS

3.01 - The Union recognizes that the Company has the exclusive right to direct and operate its business according to its judgment, subject only to the restrictions imposed by this agreement or by law. The Company has the right to impose and change at different times reasonable rules and regulations to be observed by the employees: these rules and regulations must not be contrary to the provisions of this agreement. The Company will advise the Union executive, and notify, in writing, the Union executive and all employees of any changes made to the discipline code or safety rules. For the health safety and well-being of all employees, employees will report to the Company Doctor or designate for evaluation of the illness or injury that gave rise to the occurrence or situation upon returning to work after any illness or injury. Should the Company Doctor not authorize an employee's return to work because of the requirement for additional information or clarification of medical information, said employee will be paid at his regular rate of pay for such time lost from work. However, said employee will not be compensated if this additional information shows he can not return to work because of medical reasons. If requested, the diagnosis will be forwarded to the employee's family physician.

Article 4 - STRIKES AND LOCKOUTS

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

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

Article 5 - UNION SECURITY

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

5.02 - Each week the Company must deduct from the wages of each employee comprised in the bargaining unit an amount equivalent to the weekly dues fixed by the Union in accordance with its Bylaws, on a percentage basis. Each month the Company must remit the total sum of the amounts so deducted to a designated official of the Union. The Company will supply a list of names and the amount deducted which will include the total gross amount earned and the total hours worked, including overtime hours, for each employee.

5.03 - The employees must sign a form authorizing the Company to deduct the Union dues mentioned above and the Union initiation fee. A copy of this authorizing form, which will include the Social Insurance Number and address of the employee, will be remitted to a designated official of the Local Union. Such form will be provided by the Union to the Company.

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

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

Article 6 - UNION REPRESENTATION

6.01 a) - The Company and the Union recognize that stewards, the Unit Chairperson and committee members have regular duties to perform. Therefore, such persons shall not leave their work for the purpose of conducting any business on behalf of the Union or other employees without first obtaining permission from their respective immediate supervisors. Such permission shall not be unreasonably withheld, and where it is not granted immediately, it will be granted before the end of the shift. In recognition of employees observing the terms hereof, the Company will pay stewards, the Unit Chairperson and members of any Union committee at their regular rate of pay for time spent in meetings with Company representatives, excluding arbitration proceedings, or to perform Union duties on the Company premises, when approved by the Company.

6.01 b) - An employee has access to his personal and medical file on record with the Company; at his discretion he may be accompanied by his local Union representative when viewing such file. Copies of material contained in the employee's personal file will be provided on request of the employee.

6.02 • The Union **will** advise the Company, in writing of the names of employees who may act on any committee or **as** stewards. The Company shall not recognize such persons until official written notice **has** been received from the Union. The following persons will be recognized under this article, in addition to other committees which may be provided for elsewhere:

Health and Safety - 2 employees
Grievance Committee - 2 employees
Unit Chairperson
Unit Secretary
Job Evaluation Committee - 2 employees

It is agreed that no employee can hold more than one position on the Health and Safety, Grievance, or Job Evaluation committees.

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

6.03 b) - The Company recognizes that the Unit Chairperson is ex-officio member of all committees; any committee member may be replaced by the Unit Chairperson.

6.04 • The Company recognizes the right of the Union to appoint or otherwise select six (6) stewards for the bargaining unit.

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

6.06 • Two (2) employees will comprise the negotiating committee. Those employees who are members of the negotiating committee of the Union will not lose wages or regularly scheduled day off for that time they spend in direct negotiations with the Company for renewal of this agreement. If negotiations are carried on an employee's day off, another day off with pay will be given.

6.07 • Where there is a lay-off due to lack of work, the Unit Chairperson and the grievance committee chairperson, at the time of layoff will, in that hierarchical order, be the last to be laid off and the first to be recalled, providing they are reasonably qualified and able to perform the work available.

6.08 • Neither the Union nor its members will engage in any Union activities not included in the terms of this agreement on the premises of the Company except **with** the permission **of** the Manager, Personnel & Industrial Relations.

Article 7 - GRIEVANCE PROCEDURE

Preamble:

It is the mutual desire **of** the parties hereto that complaints of employees shall be dealt with **as** quickly as possible. It is generally understood that employees' complaints can best be settled by their immediate Supervisor.

Any alleged grievance which arises concerning a corrective or disciplinary measure or the interpretation, application or violation of this agreement will be dealt with in the following manner.

7.01 • It is generally understood that an employee has no grievance until he has **first** given his immediate supervisor an opportunity to adjust the complaint. The complaint will be discussed by the employee **and** the supervisor within 10 working days **of** the incident which is being grieved. The employee may be accompanied by his steward or a member of the grievance committee. The supervisor shall give her answer orally to the employee and the steward within 5 working days or a delay mutually agreed upon.

7.02 -STEP ONE

(a) - If no settlement is reached in accordance with article 7.01 above, the grievance may then within **five (5)** working days that follow, be stated in writing, signed by the grievor and a member of the grievance committee and presented to the Department Superintendent.

(b) - The Department Superintendent and/or such other person(s) as may be designated by the Superintendent will meet with the grievance committee, or one (1) member of the Grievance Committee and the employee's steward, within **five (5)** working days following the receipt of the written grievance in an attempt to arrive at a settlement. A written reply will be given within five (5) working days after this meeting has been held. If the grievance is not settled at this stage, within five (5) working days of the Department Superintendent's or his designates decision, it can then be submitted in writing to the Plant Manager or his designate at Step **Two**.

7.03 - STEPTWO

The Plant Manager and/or his delegates will hold a meeting with the Union grievance committee, which may be accompanied by a representative of the Union, within five (5) working days of the presentation of the grievance. The Plant Manager or his delegate, shall make his decision known and the reasons which motivated it in writing to the grievance committee chairperson and the Unit Chairperson within five (5) working days following the meeting, or at a time mutually agreed upon.

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

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

7.05 5) - The Union has the right to initiate group grievances of two (2) employees or more at a time, or grievances of a general nature at Step Two of the grievance procedure, which must be signed by either the Unit Chairperson or the Grievance Committee Chairperson.

7.05 c) - Grievances concerning job descriptions and/or classifications must be lodged by the grievance committee at the Step mentioned in 7.03 above.

7.05 d) - If the Union claims there has been a general violation of any of the terms of this agreement, the Union may submit a policy grievance, dated and signed by either a full-time representative of the Union or the Unit Chairperson or his designate at Step Two of the grievance procedure. such grievance to be submitted within twenty (20) working days of the alleged violation.

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

DISCHARGE AND DISCIPLINE

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

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

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

7.07 b) - In the case where a claim alleges that an employee has been discharged or suspended the grievance shall be initiated directly at Step 2 within 10 working days of the receipt of the discipline. Any grievance concerning a disciplinary measure other than discharge or suspension shall be initiated at Step 1 of the grievance procedure within 10 days of the receipt of the discipline. A suspension which is grieved, other than one resulting from the accumulation of sixty (60) demerit points, will be implemented following the second step

grievance answer.

Notice of discipline will be given within 10 working days of the incident. On the 10th day if the employee is not available the disciplinary notice may be presented to the Unit Chairperson or his delegate.

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

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

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

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

7.10 a) - If a grievance is not settled at the stage set out in article 7.03, the grievance can then be brought to arbitration by written notice at the latest within thirty (30) days after the expiration of the delays set out in 7.03.

7.10 b) - The notice of intention to bring the grievance to arbitration shall be made in writing and shall state the terms of the Collective Labour Agreement that have been violated where these terms differ from those stated in the written grievance. The notice must also state the remedy or remedies sought where such has not been clearly stated in the written grievance.

7.10 c) - At any step of the grievance procedure and arbitration, an employee will have the right to use either English or French as he may choose in dealing with his grievance.

7.11 - The arbitration procedure incorporated in this agreement shall be based upon the use of a sole arbitrator.

When either party requests that a grievance be submitted to arbitration, it shall make such request in writing, addressed to the other party to this agreement. The arbitrator will be selected in rotation from a list of four arbitrators following.

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

Any member of the panel of four (4) arbitrators who, having been requested in his turn to act as sole arbitrator on an arbitration case, shall be unable or unwilling to act as sole arbitrator, shall not again be requested to act until his name comes up again on the roster of panel members on a rotation basis.

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

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

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

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

7.12 b) - Each party shall pay its own costs and expenses and also the costs and expenses of the witnesses which

it called. The fee and expenses of the arbitrator shall be paid equally by the parties.

7.13 - The arbitrator shall not render any decision which is inconsistent with the terms of this agreement. nor shall he add to, alter or amend any of its terms or deal with any matter not contained herein.

The decision of the arbitrator including the arbitability of a grievance. is final and binding upon the parties to this agreement and becomes executory following the expiration of seven (7) working days following the receipt of the decision.

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

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

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

The Union Representative shall have access to the Plant from the second step (7.03) until arbitration, to take the necessary information or proof relating to a grievance or grievances of any nature whatsoever and to discuss with the necessary witnesses; he shall previously have obtained permission from the Manager, Personnel & Industrial Relations.

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

Article 8 - SENIORITY

8.01 - An employee will be on probation and will not have any seniority with the Company until after he has completed sixty-five (65) regular working days from his date of hiring. If, however, a probationary employee is laid off and is re-hired after lay-off within a period of three (3) consecutive calendar months. he will be given credit for the time worked toward completion of his probation period. When an employee completes his probation period, his seniority will date back sixty-five (65) regular working day.

8.02 - All probationary employees shall be classified as temporary and they will benefit from all rights of this Collective Labour Agreement with the exception of Articles 26.01 to 26.04 (Insurance Program and Pension Plan), and the application of this article. However, Articles 22.01 to 22.06 (Paid Holidays) will become effective after the completion of thirty (30) regular working days by an employee.

8.03 a) - The parties recognize that job opportunities shall increase in proportion to seniority. It is therefore agreed that:

(i) In all cases of promotion and transfer the following factors will be considered:

- 1) seniority
- 2) the skill, ability and related experience of the applicants.

When the factors mentioned in 2) are relatively equal amongst the applicants. the employee with the most seniority will be awarded the job, recognizing that job opportunities shall increase in proportion to seniority. If none of these applying has the required skill, ability and related experience to perform the work then the Company may fill the job from any source available.

(ii) In all cases of lay-off or demotion to a lower-paying job, the seniority will be the governing factor, provided the employee has the skill and ability to perform the work, subject to article 8.05.

(iii) In all cases of a job award, the promoted employee will be entitled to a familiarization period of one (1) week, followed by a trial period not exceeding thirty (30) working days.

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

8.03 c) - Before a lay-off occurs an employee in that position on a probationary or temporary basis will be the first to be laid-off or returned to his/her regular position, as the case may be.

8.04 a) - An employee's seniority is defined in the following manner, subject to the provisions of this agreement covering probationary period of service. This seniority is the only seniority recognized by the Company.

(i) For employees whose regular jobs were in what is now the bargaining unit as of 8 February 1993, seniority will date back to the employee's starting date with Ivaco Rolling Mills.

(ii) For employees who held a position in what is now the bargaining unit prior to 8 February 1993, and subsequently re-join the bargaining unit, their seniority shall be calculated on the basis of total time served in what is now the bargaining unit.

8.05 a) - An employee laid-off from his or her position may exercise his seniority to claim any job within the bargaining unit from the most junior employee in that position, provided the laid-off employee has the skill and ability to perform the work efficiently after a trial period of up to thirty (30) working days. All probationary and temporary employees shall be laid-off ahead of those who have acquired seniority. In all cases of lay-off, the Union will receive a copy of the employee's lay-off notice.

b) - In case of a permanent lay-off, or a lay-off which is expected to exceed six (6) months, an employee who exercises his bumping rights as per article 8 will be trained up to a maximum of two hundred and forty (240) working hours.

8.06 (a) - Recall to work following lay-off or bumping shall be on the basis of seniority provided the employee can perform the job. Insofar as it is practicable to do so, employees will be returned to the jobs from which they were laid off or bumped out of provided work becomes available, within thirty-six (36) months.

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

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

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

8.07 a) - Except as otherwise provided in this Article, an employee who is to be laid off will be given notice of five (5) working days. If the notice is shorter than the period specified, then payment for the number of scheduled working days remaining in the week will be made in lieu thereof. The Union will be given advance notice of all lay-offs.

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

8.08 (a) - Other than emergency situations, in all cases of total or partial shutdown of the plant for repair purposes, or installation of new machinery or other equipment, the Company will keep the maximum of its employees who can perform the available jobs required based on seniority as per the provisions of Article 8.03.

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

8.09 - Three (3) times per year the Company will prepare and post on the bulletin boards a seniority list of all employees who **have completed** the probationary period. A copy of each seniority list **will** be sent to the Union office and the Local Financial Secretary. Furthermore, the Company will supply the Union and the Local Financial Secretary on a monthly basis with the names and hiring dates of all new employees **as well as** the termination date of those whose employment is discontinued.

8.10 • Seniority shall continue to accumulate during:

- (i) an authorized leave of absence;
- (ii) an absence due to an industrial sickness or industrial accident covered by the Workers' Compensation Board;
- (iii) an absence due to lay-off for a period equal to his plant seniority, up to a maximum of thirty-six (36) months;
- (iv) an absence due to non-industrial sickness or non-industrial accident up to a maximum of thirty-six (36) months;
- (v) Transfer to a non-bargaining unit job for a maximum of twelve (12) months.

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

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

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

Article 9 -JOB POSTING

9.01 a) - A permanent job becomes vacant in the event the incumbent leaves the service of the Company, or is promoted, demoted, permanently transferred, or when a new job is created.

9.01 b) - A temporary job becomes vacant when the incumbent is ill, injured, on an approved leave of absence, or being trained for a period exceeding thirty (30) working days. A temporary job will also become vacant in the case where the job is for a special task of a definite term which is to be for less than six (6) months. In such case, the terms and task will be indicated on the job posting. The Company shall not use this provision to by-pass the usual job-posting mechanism set-out in article 9.01 (a).

An employee who is filling a temporary posting shall not apply to another temporary posting. In the case of temporary posting there shall be no "snow-balling" (i.e. only the first temporary vacancy shall be posted; subsequent temporary vacancies resulting from this posting shall be filled by the temporary transfer procedures of this Collective Agreement).

9.02 a) - In the event the Company decides to fill any vacant job, a notice will be posted on the bulletin board for five (5) consecutive working days. During that period any employee who has completed his probationary period, or Union representative should an employee be absent for a valid reason, may make an application, in writing for transfer to the posted vacancy. Applications shall be made in triplicate, with one (1) copy being given to the employee's supervisor, one (1) to the Unit Chairperson and one (1) retained by the employee. No later than ten (10) days after the expiration of the aforementioned time limits, the Company must post the award.

9.02 b) - The notice of posting shall indicate the vacancy, the shift, the hours of work, and whether the vacancy is temporary or permanent as defined above.

9.03 - All applications will be considered by the Company, and the assignment to the job will be subject to the conditions stipulated in Article 8.03. However, if none of those applying has the skill, ability and experience or if no applications are received, then the vacant job may be filled from any source available that meets these requirements.

9.04 a) - An employee who accepts a job through the posting procedure shall not be limited as to when he may apply again for a job in a higher wage classification or a day-shift job. However, such employees shall not be permitted to apply for a lateral or downward transfer until after three (3) months have elapsed.

9.04 b) - In making temporary promotions and transfers (i.e. of less than thirty (30) working days) the Company will fully consider the seniority of qualified employees who can perform the job.

9.05 - If an employee receives a job through the posting procedure and is then unable to meet the requirements of that job, he will be returned to the job from which he was transferred. However, the job will not again be posted. Instead, the original posting will be re-examined for possible assignment in accordance with 9.03 above. Other employees displaced as a result of this posting will be returned to their former jobs, provided such jobs still exist.

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

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

9.08 - An employee who is temporarily replacing another employee shall return to his regular job when the absent employee returns to his regular job. Similarly, all employees affected by this return shall also be transferred back to their previous jobs.

Article 10 - LEAVE OF ABSENCE

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

10.02 • An employee may be granted a leave of absence without pay for a longer duration for a personal reason:

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

10.03 • At most two (2) employees at a time, but no more than one (1) from a department, shall be granted a leave of absence without pay to attend Union conventions or to look after Union affairs, including courses and seminars given by the Labour College of Canada. The Company must receive such requests for a leave of absence at least one (1) week before the leave is to commence; such leaves of absence shall be without pay and without loss of seniority, but shall include all insurance benefits if less than three (3) months.

10.04 - LEAVE FOR UNION STAFF

The Company will grant an employee leave of absence without pay for at the most three (3) years in order to work as an official for the Local or the International Union. The employee must request the leave in writing and the Union must approve it.

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

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

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

10.08 - FAILURE TO RETURN FROM LEAVE

All authorized leaves of absence for more than a day shall be granted in writing and none of these leaves of absence can affect the seniority rights of the employee when they are used for the purpose for which they have been granted and provided he returns to work at the expiration of his leave.

Article 11 - SAFETY AND HEALTH

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

11.02 - (i) The Company shall supply the necessary equipment and accessories as determined by the Joint Health and Safety Committee to protect employees from accidents and occupational illness.

• (ii) It shall also supply safety boots as needed for all employees who require same for their work. The Company shall continue to supply all the clothing it currently supplies for those employees who require same in their work.

In regard to subsidized clothing and boots, the following will apply.

When an employee requires replacement of safety clothing, including boots, he will be required to return items requiring replacement, to the authorized Company person. Should the equipment prove to be faulty or unsafe, an approved authorization form will be issued to the employee entitling that employee to proceed with the replacement. The employee then may, at an approved supplier, secure a new unit. Any disagreement regarding replacement decisions will be discussed with the Union representative.

11.03 - In regard to safety glasses and lenses, the Company shall supply safety glasses as approved by the Joint Health and Safety Committee, to all employees whose position requires the use of safety glasses. In regard to safety glasses with prescription lenses, the following is the accepted policy:

(1) The Company shall pay the price of the first pair, including the cost of examination, the frame as approved by the Joint Health and Safety committee and the prescription lenses.

(2) The Company shall pay the cost of replacement of safety lenses when these lenses deteriorate through the normal use of work.

(3) In order to receive payment for his lenses or glasses, including the examination if such is the case, it is agreed that the employee must have received written permission from the Manager, Personnel & Industrial Relations or his replacement and he must present himself to the optometrist chosen by the Company.

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

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

(b) An employee shall reimburse the Company for the cost of safety equipment lost or damaged through negligence on the part of the employee.

11.05 a) - The Company and the Union shall name a Safety Committee composed of two (2) Company Representative and two (2) Union Representatives. The Committee's function shall be to promote Safety and Industrial Hygiene in the clerical/technical areas. The Committee shall hold meetings as required or as decided by the Joint Health and Safety Committee, and make written reports to the Plant Manager. Each party will appoint one (1) of its representatives as co-chairman; each co-chairman will act as chairman of the Joint Committee at alternate meetings.

11.05 b) - An employee regularly working in an area which is inspected by an existing health and safety committee established under the Collective Agreement for hourly workers, between the Company and the Union, will be entitled to have his health and safety concerns addressed by that committee.

11.06 - The committee shall be notified of all accidents or any illness designated by a doctor as an "Industrial Illness". The two (2) members of the Joint Health and Safety Committee as defined in Article 11.05 shall make a joint inquiry as to the nature and the cause of these accidents, and a completed copy of the Workers' Compensation Board's Form-7 will be given to the Joint Safety and Health Committee as well as to the employee.

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

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

11.09 - The Company shall provide transportation for the employees, during their shift, when an accident or industrial sickness requires medical treatments.

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

11.11 - Both the Company and the Union agree to abide by and respect the Ontario Health and Safety Act.

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

11.13 - The Joint Health and Safety Committee shall recommend training programs for committee members and workers. Upon approval by the Company, the Company will provide paid time off to allow participation in this training.

11.14 - The Joint Health and Safety Committee will review hazards that may be inherent in VDT operations and recommend corrective action.

In regard to VDT glasses, the Company shall supply such as approved by the Joint Health and Safety Committee to all employees who spend a significant portion of their shift on a VDT and who require such. The policy as outlined in 11.03 (1) to 11.03 (4) shall apply.

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

Article 12 - BULLETIN BOARDS

12.01 - The Company will provide two (2) bulletin boards (one (1) in each of the main office areas) for the purpose of posting Union notices and official documents. These bulletin boards will be located in the areas designated by the Union and approved by the Company. The notices will be posted only by the Union officers and must be in conformity with the spirit and intent of this agreement.

The Union will also be allowed to post official notices and documents approved by the Company on existing bulletin boards.

Article 13 - COPIES OF AGREEMENT

13.01 - The Company and the Union desire that the provisions of this agreement and the rights and duties under it be familiar to each employee. For this reason the Company will have the agreement printed in pocket book form, in English and French, and will give a copy to each employee, ten (10) copies to the International Representative, and twenty(20) copies to the Local Union.

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

Article 14 - HANDICAPPED EMPLOYEES

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

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

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

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

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

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

Article 15 - JURY DUTY

15.01 - An employee who is required to serve on a jury or who is subpoenaed as a Crown witness will be paid his full regular wages for each day lost from work, provided he endorses to the Company the fees received for acting as a juror or a Crown witness, and further provided he reports for work for each day he is not required to serve on any case or remain in the Court Room.

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

Article 16 - BEREAVEMENT LEAVE

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

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

Article 17 - HOURS OF WORK

17.01 - This article defines working hours and shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week.

17.02 - The regular work week (except for employees scheduled on continuous operations) shall be thirty-seven-and-one-half (37 1/2) hours or forty (40) hours, as determined by the Company, divided into five (5) periods (i.e. shifts) of work of seven-and-one-half (7 1/2) consecutive hours or eight (8) consecutive hours, respectively, from Monday to Friday.

17.03 a)- Employees assigned to a day-shift schedule shall be scheduled by the Company to work either seven-and-one-half (7 1/2) hours or eight (8) hours, as the case may be, with a one (1) hour or one-half (1/2) hour unpaid meal break respectively, as the case may be, between 7:00 hours and 1:00 hours. Employees will normally be scheduled between 07:00 hours and 17:00 hours.

17.03 b)- In the case of a 12-hour continuous shift schedule such employees shall follow the same schedule as hourly workers, but shall be paid by the existing staff pay method.

17.04 a) - The Company may schedule the work week as a continuous operation for any and all employees.

17.04 b) - The pay week will be from 0001 hours Sunday to the next Saturday at 2359 hours, except in the case of persons who follow the twelve (12) hour shift schedule established in the Mill.

17.05 - Employees on rotating continuous shift operations may be required by the Company to work on any days, Sunday to Saturday inclusive.

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

The Company will continue its past practice in regards to rest periods.

17.06 - An employee who is to be relieved at the end of his shift shall not leave his work if his replacement has not arrived, until a suitable replacement is found, or as soon as practical, unless he obtains permission from his Supervisor to leave his work station. Such permission shall not be unreasonably withheld.

Article 18 - OVERTIME

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

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

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

18.04 - Employees performing the same work may exchange shifts with one another, provided permission is

granted in writing by their supervisor. In such cases, an employee performing work in the place of another employee shall not benefit by being paid overtime during his regular work hours.

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

18.06 - The Company consents to pay an employee who is asked, by the Company, to change his shift or work outside of his regularly scheduled hours, excluding changes within the scope of article 17.03, during his normal work week time-and-one-half his hourly rate for the first shift, unless the employee has received a thirty-six (36) hour prior notice, subject to article 18.07.

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

18.08 - Overtime will be divided as equitably as practicable on a quarterly basis within a Department.

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

18.09 - The Company will maintain for each Department an up-to-date list of the acceptance and refusals by employees of overtime opportunities. The Union or my employee concerned shall have access to these lists at any time.

18.10 - The Company will continue its present practice with respect to overtime meal allowance.

Article 19 - CALL-IN PAY

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

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

19.01 c) - Employees in the EDP Department who perform emergency repairs as authorized by the Company from their own home with their own computer facilities will receive the equivalent of one (1) hour of pay at their regular rate. This is limited to two (2) occasions per calendar day and will not apply when the employee is receiving stand-by pay as per article 19.02.

19.02 - An employee required to stand by for a possible call-in to work shall be paid an amount equal to six (6) hours at his regular wage rate for a two-day period; or nine (9) hours for a 3 day period.

Failure to respond to a call-in to work shall absolve the Company from any obligation to pay standby pay to an employee for the period he was required to standby.

Article 20 - REPORTING FOR WORK GUARANTEE

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

Article 21 - VACATIONS

21.01 - Employees with less than one (1) year of continuous service as of May 1st shall be granted a vacation of one (1) day for each complete month of continuous service to a maximum of ten (10) days, with pay equal to

four per cent (4 per cent) of earnings.

21.02 (a) - Employees with one (1) year but less than three (3) years of continuous service as of May 1st shall be granted a vacation of two (2) weeks with pay equal to four per cent (4%) of earnings.

(b) Employees with three (3) years but less than eight (8) years of continuous service as of May 1st shall be granted a vacation of three (3) weeks with pay equal to six per cent (6%) of earnings.

(c) Employees with eight (8) years but less than ten (10) years of continuous service as of May 1st shall be granted a vacation of three (3) weeks with pay equal to eight per cent (8%) of earnings.

(d) Employees with ten (10) years but less than sixteen (16) years of continuous service as of May 1st shall be granted a vacation of four (4) weeks with pay equal to ten per cent (10%) of earnings.

(e) Employees with sixteen (16) years but less than twenty-eight (28) years of continuous service as of May 1st shall be granted a vacation of five (5) weeks with pay equal to twelve per cent (12%) of earnings.

(f) Employees with twenty-eight (28) years or more of continuous service as of May 1st shall be granted a vacation of five (5) weeks with pay equivalent to fourteen percent (14%) of earnings.

(g) - For the purpose of article 21, "continuous service" shall mean the employee's total continuous service since the last date of hire by Ivaco Rolling Mills.

(h) - "Earnings" as defined in articles 21.01 and 21.02 is the greater of either the employee's salary at the time vacation is taken or earnings during the twelve (12) months prior to May 1st.

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

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

21.05 - The right to vacations is neither cumulative nor transferable, and the vacation must be taken between May 1 and the following April 30. Upon mutual agreement with his supervisor an employee may be allowed to take up to one (1) week (i.e. 37 1/2 or 40 hours, as the case may be) of his vacation by celebrating the days individually, provided the employee requests such no more than two (2) weeks before the day is to be taken.

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

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

21.06 (c) The Company will pay to employees taking their vacation between the first pay period of November and the last pay period of April a vacation bonus of 15% of the employee's total gross vacation pay taken within this period.

21.07 (a) - Employees must make their choice between May 1 and May 15, and the Company shall then post the vacation calendar within seven (7) days following May 15.

21.07 (b) - Employees entitled to more than two (2) weeks vacation will normally only take two (2) weeks at a time between 1 June and 30 August unless mutually agreed otherwise.

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

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

21.10 - Employees who are sick before the start of their vacation will have the right to transfer their vacation to any available dates within the vacation year. Employees entitled to bereavement leave, as per article 16, during their vacation will have the right to transfer such days to the end of their vacation period.

Article 22 - PAID HOLIDAYS

22.01 - The following days are recognized as paid holidays during each calendar year.

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

22.02 a) - When a paid holiday falls on a Saturday or on a Sunday, the Company will advise the employees at least two (2) weeks in advance when the holiday is to be celebrated on either the preceding Friday or the following Monday.

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

22.02 b) - An employee who is required to attend authorized Company business on a paid holiday will have the option of celebrating another day as a holiday. This day will be scheduled upon mutual agreement with his supervisor.

22.03 a) - Employees on a seven-and-one-half (7 1/2) hour or an eight (8) hour shift, for each of the above holidays, shall be paid the equivalent of one (1) day's pay at their regular rate.

22.03 b) - For employees on a twelve (12) hour shift the Company shall continue its present practice and method of calculating and paying for holidays.

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

22.05 - To be eligible to receive pay for any of the above holidays, an employee shall be required to have worked the last full working day preceding and the first full working day succeeding a holiday, unless his absence was due to:

(a) verified personal illness which commenced not more than forty-five (45) calendar days before the holiday;

(b) lay-off due to lack of work which commenced not more than twenty-one (21) calendar days before the holiday;

(c) permission having been granted, in writing, to be absent on either of the said days;

(d) attendance at Court as a Crown witness or juror;

(e) absence due to bereavement leave.

22.06 - Where a paid holiday is celebrated during an employee's vacation period the employee will then be allowed to celebrate that holiday on either the last working day preceding his vacation or the first working day succeeding his vacation, as he may choose, provided he is qualified for such a holiday.

Article 23 - SALARIES

23.01 (a) - The salary scale for the effective period of this Collective Agreement shall be as outlined below:

SALARY PER ANNUM MID-POINT LEVEL

Job Grade	EFFECTIVE 1 November 1996 (Per Annum)	EFFECTIVE 1 November 1997 (Per Annum)	EFFECTIVE 1 November 1998 (Per Annum)
1	23,983.00	An Increase of	An Increase of
2	25,033.00	\$300.00 of the Base	\$300.00 of the Base
3	26,083.00		
4	27,133.00		
5	28,183.00		
6	29,233.00		
7	30,283.00		
8	31,333.00		
9	32,383.00		
10	33,433.00		"
11	34,483.00		
12	35,533.00		
13	36,583.00		
14	37,633.00		
15	38,683.00		
16	39,733.00		
17	40,783.00		
18	41,833.00		
19	42,883.00		
20	43,933.00		
21	44,983.00		
22	46,033.00		
23	47,083.00		
24	48,133.00		
25	49,183.00		
26	50,233.00		"
27	51,283.00		

NOTE: 1) The increment per job grade is \$1,050.00.

2) All salary ranges are based on a 37 1/2 hours per week schedule. Should an employee's position be on a 40 hours per week schedule, his or her salary is to be adjusted accordingly. Similarly, should an employee transfer from a 40 hours per week position to a 37 1/2 hours per week position, his or her salary will be adjusted accordingly.

23.01 (b) - Starting in the first year of this Collective Agreement (i.e. 1 December 1996), a cost-of-living allowance (COLA) equivalent to \$19.50 per year for 37 1/2 hour per week employees, or \$20.80 per year for 40 hour per week employees, or \$21.84 per year for 12-hour (7 day week) shift employees, for each three-tenths (.3) of a point increase of the Consumer Price Index as issued by Statistics Canada (1971 = 100) shall be calculated. The first reference month shall be the month of August 1996 (issued in September 1996), to which shall be compared the C.P.I. for the month of November 1996 (issued in December 1996). The first adjustment shall be calculated and added to the mid-point salary grade effective the first complete pay period of January

1997. This formula shall then be repeated every three (3) months thereafter until the expiration of the present Collective Agreement (i.e. 31 October 1999).

23.01 (c) - This cost-of-living allowance shall not be capped and each adjustment shall be built into the salary grade scale.

23.02 (a) - Employees will receive an annual review on **the** anniversary date of appointment to their job, until they have attained the mid-point of their salary grade. It is expected that employees in a salary grade will normally progress from the minimum level (.8 of the mid-point level) to the mid-point level **after two (2) years** in the job. However, it is understood that the Employer may accelerate or not progress any employee within a **salary** grade based upon its assessment of the employee's performance. If an employee's progression is **restricted** then he shall be told, **and** advised in writing, the reasons for the Company's decision. The Company will place new employees in the level of **the salary** grade it considers appropriate.

23.02 (b) - The levels of a salary grade shall be .8, .9, respectively, of the mid-point level; and the mid-point. Effective 1 November 1997 the levels of a salary grade shall be **.85**, .9 respectively, of **the** mid-point level; and the mid-point.

23.03 a) - **Where** an employee is assigned to a higher job grade position for a period of three (3) days or more for **the** convenience of the Company, he/she will be paid the salary of his/her existing job, **or** the minimum level of the job to which he/she is assigned, whichever is the **greater**, and will retain the **same** anniversary date.

23.03 b) - If an employee is assigned to a classification in the same or **lower** job grade **for** the convenience of the Company he/she will retain his/her present salary and his/her present anniversary date.

23.04 a) - If **an** employee is awarded a job in the same job grade he/she will retain his/her present salary and his/her present progression point.

23.04 b) - **If** an employee **is** awarded a job in a lower job grade he/she will receive the salary **rate** of the equivalent progression point which he/she had attained in his/her previous job level.

For the purpose of **salary** progression, he/she will maintain the same anniversary date.

23.04 c) - **An** employee who is awarded a job in a higher job grade will receive either:

i) The minimum level of the higher pay grade; or,

ii) His/her current regular salary if such salary is greater than **the** minimum level **salary** of the higher pay grade, whichever is applicable.

The parties acknowledge that for the purpose of Section 23.04 (c) (ii) an employee may **be** placed between levels in a pay grade. **In** that event the employee will be eligible to progress to the next higher level upon completion of the length of time required to progress from the next **lower** level to that higher level.

23.05 - It **is** agreed that **h e** Company may grant to an employee discretionary salary above the mid-point level of his or her pay grade based upon the Company's assessment of the employee's performance. For this purpose an employee may receive discretionary salary of up to twenty per cent (20%) of the mid-point level (i.e. to maximum of **1.2** of the mid-point level). Any discretionary **salary** held by an employee **will** form **part of his/her regular salary** for the purpose of the Agreement. **Any** discretionary **salary** above the mid-point level which the **Company** may grant will be done **on the** anniversary **date of** the employee's appointment to his/her position.

23.06 - The parties agree to maintain job descriptions and classifications according to the "SES Job Evaluation Manual", which **shall** be deemed to be incorporated into this agreement.

ARTICLE 24 - SALARY PROTECTION

24.01 - In the **case** where an employee is currently red-circled (i.e. receiving a salary above the discretionary range) his/her salary shall be increased by the **amount** by which **the** rate for his/her Job Group **has** been increased, and by regular COLA increases.

24.02 - OUT-OF-LINE DIFFERENTIALS

The Company shall furnish to the Union, on a confidential basis, a list of all incumbents who are red-circled or hold discretionary salary, or who are receiving an out-of-line differential as provided in the Job Evaluation Manual. Such list shall contain the following information:

1. Name of employee
2. Job title
3. **Job** group
4. **Salary**
5. Amount of red-circle, discretionary salary, or out-of-line differential
6. Date such became effective
7. Applicable progression point in job group.

In respect to out-of-line differentials as provided for in the job evaluation manual, the following (articles 24.03 to 24.09) shall apply.

24.03 - Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article 24.02 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

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

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

24.06 - If such employee referred to in Articles 24.04 and 24.05 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

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

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

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

24.10 - It is a condition of this Article that any employee entitled to salary protection must, in order to remain entitled:

- a) participate in any training program offered to the employee by the Company; and,
- b) be deemed to be an applicant for any higher pay grade job vacancy posted at a time when the employee is not participating in such a training program and, if determined to be the successful applicant, accept the promotion.

24.11 - 1 An equal number of representatives of the Union and the Company, i.e. two (2) for each party, will comprise the Joint Job Evaluation Committee.

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

3. The Company agrees to authorize the absence of two (2) employees from their regular working hours who are chosen by the Union to sit on the Job Evaluation Committee. The employees so chosen:

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

b) Will return to their regular employment when their work within the Job Evaluation Committee is terminated.

24.12 - TECHNOLOGICAL CHANGE

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

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

In the event of job class decrease the employee will be red circled as per article 24.

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

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

ARTICLE 25 - PREMIUMS

25.01 a) - A 2-shift premium (i.e. day and afternoon shifts) of \$365.00 per year shall be paid on the basis of \$7.02 per week.

b) - A 3-shift premium (i.e. day, afternoon and night shifts) of \$625.00 per year shall be paid on the basis of \$12.02 per week.

c) - A 4-shift premium (i.e. day, afternoon, night shifts, Sunday to Saturday) of \$1,015.00 per year shall be paid on the basis of \$19.52 per week.

d) - If any other shift rotations are implemented, the parties shall negotiate the appropriate amount of premium.

25.02 - The shift premiums set out above are paid even if the overtime rate is applicable, but are not included in salary for the purpose of calculating overtime, benefits, or holiday pay.

ARTICLE 26 - INSURANCE PROGRAM AND PENSION PLAN

26.01 - The parties agree to maintain during the duration of this agreement the insurance program as outlined below for non-occupational sickness and injury. Details of the Plan, which is governed by all the factors as indicated in the salaried employees Group Insurance and Pension Plan Booklet, revised 1 January 1997, will be provided to all members of the Plan.

(a) Life Insurance: - Employee: one (1) time annual earnings; if employee has eligible dependants, two (2) times annual earnings.

Dependent: spouse -	\$7,500.00
child -	\$5,000.00
future retirees	\$4,000.00

Voluntary Optional Life Insurance: In addition to the Basic Coverage, the option of purchasing an additional amount of coverage equal to one or two times the annual earnings, rounded to the next higher multiple of \$1,000.

Post-Retirement Coverage: At retirement from the Company, regardless of the age, any Optional Coverage will cease. However, \$4,000 of Basic Coverage will be provided at no cost to the employee for as long as he lives.

Voluntary AD & D: Voluntary AD & D coverage may be purchased from \$10,000 to \$200,000 in multiples of \$10,000. The spouse may purchase insurance on the same basis; however, he or she cannot be insured for an amount exceeding the employee's amount.

(b) Weekly Indemnity: One hundred per cent (100%) per week of regular earnings, payable under the Group Insurance Program for a maximum of six (6) weeks, commencing on the first day of a non-compensable accident, the first day of hospitalization, or the fourth day of an illness, whichever is applicable; followed by sixty-six and two-thirds per cent (66 2/3%) per week of regular earnings payable under the Group Insurance Program commencing on the first day of the seventh week for the next twenty (20) weeks.

(c) Long-term disability: Sixty-six and two-thirds per cent (66 2/3%) of regular monthly income at the time your disability began, up to a maximum of \$5,000.00 per month. This income commences when you are off work more than 26 consecutive weeks.

To be considered "totally disabled" during the first two years of benefit payments, you must be wholly and continuously disabled and as a result of a non-occupational sickness or injury, unable to perform the duties of your own occupation.

After receiving L.T.D. benefits for two years, you are considered totally disabled if you are wholly and continuously disabled and as a result unable to perform the duties of any occupation at the Company or elsewhere, for which you are qualified by education, training or experience.

(d) Prescribed drugs: All prescription drugs prescribed by a doctor will be reimbursed at 80 per cent (80%) without a deductible on presentation of a personal pay direct drug card.

(e) Dental:

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

(ii) Prosthetic Services: 60/40 co-insurance; \$1,000 maximum per person per calendar year: integrated with the \$2,500.00 maximum per person per calendar year under the Basic dental plan. Reimbursement of eligible expenses for the duration of the agreement shall be based on the schedule of fees, updated yearly, in effect in the employee's Province of residence.

(iii) Orthodontist: for child only: 60/40 co-insurance; life-time maximum of \$2,000.00.

(f) Semi-private Hospital Room: One hundred per cent (100%) reimbursement.

(g) Osteopaths/Naturopaths/Chiropractors/Acupuncturists Massotherapists/Dieticians: \$35.00 per visit, maximum of \$1,000.00 per person per calendar year; in addition, one (1) X-ray per year at a maximum of \$45.00. Payable on an 80/20 co-insurance basis.

(h) Prescription lenses/contact lenses, including eye examination; for the employee and eligible dependents, 80/20 co-insurance. up to a maximum of \$200.00 once every two (2) years.

26.02 - The cost of the premiums for the Group Insurance Program referred to above shall be borne as per the existing method of cost sharing between the employee and the Company.

26.03 - In the event that during the term of this agreement the Federal and/or Provincial governments introduce Health and/or Welfare Insurance to which the employees of the Company are required to contribute, through taxation or otherwise, it is agreed that the benefits contained in the Group Insurance Program of this agreement shall be coordinated with any benefits that may be available under such Federal and/or Provincial plan. If as a result of this the costs of the benefits outlined in the Group Insurance Program decrease, the parties shall agree to amend the plan to provide additional health and/or welfare benefits to the extent available from the savings gained from the introduction of the coordinated plan. In the event that the costs of the coordinated plan are greater than the costs of the benefits outlined in the Group Insurance Program the parties agree to pay the

additional costs on the same basis as indicated in article 26.02.

26.04 - PENSION PLAN

Employees covered by this Collective Agreement shall be enrolled in a non-contributory pension plan, providing the same benefit levels and the same terms and conditions as the staff (Non-Union) pension plan.

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

26.06 - Prescribed drug coverage will be available for future recipients of long term disability benefits and their eligible dependents. Such coverage terminates at age sixty five (65) or when LTD benefits are no longer payable.

Article 27 - DISTRICT 6 SAVINGS PLAN

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

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

27.03 - The amounts deducted from the employee's paycheques as per Art. 27.01 (savings plan) will be remitted to the District Six Savings Plan every week.

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

27.04 - The information referred to in Article 27.03 will be made available to the Union upon request.

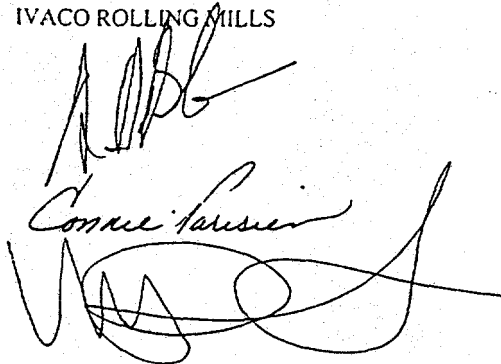
27.05 - The cheques will be made out to the order of "Atlas Asset Management Corporation" and mailed to the Investment Centre, 131 Wharfedale Road South, London, Ont., N6J 2K4.

Article 28 - DURATION OF THE AGREEMENT

28.01 - This agreement shall become effective on the 1st day of December 1996 and shall remain in full force and effect up to and including 31 October 1999, and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the expiry date or the anniversary thereof.

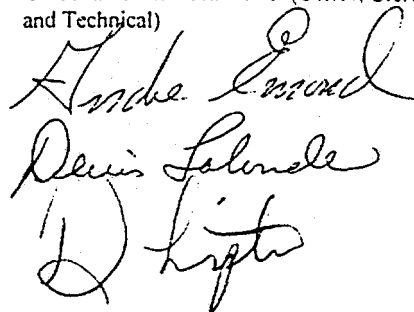
IN WITNESS WHEREOF the parties have signed this Collective Agreement by their duly authorized representatives on the 20th day of February 97.

IVACO ROLLING MILLS



Connie Larsson

UNITED STEELWORKERS LIMITED
PARTNERSHIP OF AMERICA
On behalf of its Local 7940 (Office, Clerical
and Technical)



Andre Laroche
Denis Lalonde
D. Laroche