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# COLLECTIVE AGREEMENT

between

**ARCELORMITTAL WOODSTOCK  
TUBULAR PRODUCTS  
Woodstock, Ontario**



ArcelorMittal

-and-

**UNIFOR AND ITS LOCAL 636**



**UNIFOR**  
theUnion | lesyndicat

**April 01, 2017 – March 31, 2020**

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**10991(08)**

## INDEX

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### **A**

ACCIDENTAL DEATH & DISMEMBERMENT.....	106
ACQUIRING SENIORITY .....	20, 127
ACTING SUPERVISOR.....	34, 123
ALTERNATIVE WORK SCHEDULE.....	75
ALTERNATIVE WORK SCHEDULE.....	157
ANNUITIES .....	147
APPRENTICE OVERTIME .....	127
APPRENTICES.....	125
ARTICLE 15 – TRANSFER – CLARITY NOTE .....	32

---

### **B**

BANKED OVERTIME .....	82, 134
BENEFITS.....	52, 106
BEREAVEMENT PAY.....	43
BULLETIN BOARDS.....	48

---

### **C**

CALL BACK.....	87, 146
CHANGE OF SHIFT.....	83
COMPANY DUTIES .....	151
COMPLAINT PROCEDURE .....	9
CONTINUOUS RUN OPERATIONS .....	75
CONTRACTING OF WORK .....	50, 136
CONTRACTING OUT FOR THE MAINTENANCE	

<b>MANUFACTURING ENGINEERING GROUP .....</b>	<b>136</b>
<b>COST OF LIVING ALLOWANCE .....</b>	<b>69</b>

---

## ***D***

<b>DAY DEFINED .....</b>	<b>75</b>
<b>DAY RATES .....</b>	<b>64</b>
<b>DAY RATES (SKILLED TRADES).....</b>	<b>122</b>
<b>DENTAL PLAN .....</b>	<b>108</b>
<b>DEPENDENTS BENEFITS.....</b>	<b>109</b>
<b>DISCHARGE CASES .....</b>	<b>19</b>
<b>DISCIPLINE .....</b>	<b>48</b>
<b>DISCLOSURE OF INFORMATION .....</b>	<b>154</b>

---

## ***E***

<b>EARLY RETIREMENT OFFER - AGE 57 WITH 30 YEARS OF CREDITED SERVICE .....</b>	<b>148</b>
<b>EARLY RETIREMENT WITH 10 OR MORE BUT LESS THAN 30 YEARS OF CREDITED SERVICE.....</b>	<b>147</b>
<b>EDUCATION AND TRAINING .....</b>	<b>154</b>
<b>EMPLOYEE BENEFITS .....</b>	<b>106</b>
<b>EMPLOYEE INVOLVEMENT .....</b>	<b>146</b>
<b>EXCESS HOURS OF WORK AGREEMENT .....</b>	<b>159</b>
<b>EXTENDED HEALTH CARE.....</b>	<b>109</b>

---

## ***G***

<b>GRANDFATHERED CLASSIFICATIONS.....</b>	<b>157</b>
<b>GRIEVANCE COMMISSIONER .....</b>	<b>15</b>
<b>GRIEVANCE PROCEDURE .....</b>	<b>10</b>

---

## ***H***

<b>HEALTH AND SAFETY .....</b>	<b>45, 151</b>
<b>HEARING AID PLAN .....</b>	<b>108</b>
<b>HELPER DEFINITION .....</b>	<b>122</b>
<b>HIRING RATE .....</b>	<b>63</b>
<b>HOURS OF WORK.....</b>	<b>71, 129</b>

---

## ***I***

<b>INJURY ALLOWANCE.....</b>	<b>48</b>
<b>INTERIM W.S.I.B. PAYMENTS.....</b>	<b>60</b>
<b>IRP SYSTEM IS ELIMINATED.....</b>	<b>68</b>

---

## ***J***

<b>JOB RATES .....</b>	<b>51</b>
<b>JOINT ANTI-HARASSMENT POLICY LETTER BETWEEN ARCELORMITTAL, WOODSTOCK AND UNION .....</b>	<b>164</b>
<b>JOINT HEALTH, SAFETY, ERGONOMICS &amp; ENVIRONMENTAL COMMITTEE .....</b>	<b>151</b>
<b>JOURNEYPERSON QUALIFICATIONS .....</b>	<b>121</b>
<b>JURY DUTY .....</b>	<b>45</b>

---

## ***L***

<b>LAID OFF EMPLOYEES BENEFITS .....</b>	<b>110</b>
<b>LAUNCH TEAMS .....</b>	<b>31</b>
<b>LAYOFFS &amp; RECALLS .....</b>	<b>128</b>
<b>LEADPERSON .....</b>	<b>124</b>

LEAVE OF ABSENCE.....	41
LEAVES OF ABSENCES TO TRY ALTERNATE EMPLOYMENT OPPORTUNITIES.....	168
LEGAL SERVICES PLAN .....	109
LETTER OF UNDERSTANDING .....	157
LETTERS OF UNDERSTANDING .....	146,157,171-179
LIMITATION - PERFORMANCE OF WORK .....	49
LOCKOUT PROGRAM .....	155
LOSS OF SENIORITY & RIGHTS.....	22

---

## ***M***

MANULIFE DRUG PLAN .....	107
MATERIAL HANDLING DEPARTMENT.....	63
MEAL REIMBURSEMENT FOR LETTER OF UNDERSTANDING .....	173

---

## ***N***

NATIONAL DAY OF MOURNING.....	148
NEW JOB CLASSIFICATION & RATES .....	63
NIGHT SHIFT BONUS.....	87
NON-BID EMPLOYEES .....	35
NON DISCRIMINATION .....	2
NON-GUARANTEED OF WORK WEEK .....	99

---

## ***O***

OPERATOR MACHINE CHECKLISTS .....	50
OPERATOR'S ON BREAKDOWNS .....	51

ORDER OF SENIORITY .....	21
OUT OF COUNTRY TRAVEL .....	168
OVERTIME .....	76
OVERTIME – SIGN-UP .....	132
OVERTIME – SKILLED TRADES .....	130
OVERTIME PRE-ASKING.....	79

---

***P***

PAST SERVICE ADJUSTMENTS .....	149
PAY ERRORS .....	63
PENSION PLAN.....	53
PENSIONER BENEFITS.....	110
PURPOSE.....	1

---

***R***

RATE PROVISIONS.....	122
RATES OF PAY .....	63
RECALL PROCEDURE .....	37
RECOGNITION .....	1
RECORDS .....	41
REMEDIAL APPLIANCES.....	108
REPORTING ALLOWANCE .....	86
REPRESENTATION .....	136
REPRESENTATION PLANT COMMITTEE & STEWARDS .....	4
RESERVATION OF MANAGEMENT RIGHTS.....	2
RIGHT TO ACCOMPANY INSPECTORS.....	155
RIGHT TO REFUSE .....	156

---

## S

S.U.B. FUND .....	149
SCHEDULE "A" .....	62
SCHEDULE "B" .....	71
SCHEDULE "C" .....	99
SCHEDULE "D" .....	106
SCHEDULE "E" .....	117
SCHEDULE "F" .....	121
SCHEDULE "A" INCENTIVE REPLACEMENT PREMIUM (I.R.P.) .....	66
SCHEDULES .....	51
SEAMLESS SHIFTS .....	74
SENIORITY APPLIED TO LAYOFFS .....	36
SENIORITY APPLIED TO PROMOTIONS & TRANSFERS ON JOB BIDS .....	23
SENIORITY APPLIED TO RECALL .....	37
SHIFT ROTATION PRACTICES .....	161
SKILL LEVEL UPGRADE .....	169
SKILLED TRADES .....	52
SKILLED TRADES MAINTENANCE SUPPORT .....	178
SKILLED TRADES GROUP .....	121
SKILLED TRADES VACATION .....	141
SPECIAL TRANSFER .....	30
STATUTORY HOLIDAYS .....	87
STATUTORY HOLIDAYS & FLOATERS 2017 (16DAYS)	88
STATUTORY HOLIDAYS & FLOATERS 2018 (16DAYS)	89
STATUTORY HOLIDAYS & FLOATERS 2019 (16DAYS)	89
STATUTORY HOLIDAYS & FLOATERS 2020 .....	90
STEEL STORES .....	162
STRIKES & LOCKOUTS .....	3

STUDENT AGREEMENT .....	71
SUBSTANCE ABUSE ASSISTANCE .....	157
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN	60

---

## **T**

TECHNOLOGY COMMITTEE .....	145
TERMINATION CLAUSE .....	61
TIME STANDARD .....	52
TIME STANDARDS .....	117
TOOL & DIE TASK GROUP.....	144
TOOL ALLOWANCE (SKILLED TRADES).....	140
TRADE COUNCIL DEDUCTION.....	140
TRAINEE ASSIGNMENT.....	139
TRANSFER .....	26
TRANSFER ON JOB BID .....	128
TRANSFER TO SALARY POSITION .....	33, 143
TRANSITION AND BRIDGE BENEFIT .....	108
TUITION REIMBURSEMENT.....	149

---

## **U**

UNAVAILABILITY OF WORK .....	86
UNION SECURITY .....	7
UPGRADING OF SKILL LEVEL .....	139

---

## **V**

VACATION PAY .....	52
VACATION PLAN.....	99
VISION CARE .....	108



---

**W**

<b>WAIVER OF SENIORITY .....</b>	<b>61</b>
<b>WEEKEND WORKER .....</b>	<b>92</b>
<b>WEEKLY INDEMNITY .....</b>	<b>106</b>
<b>WORKFORCE REDUCTION PLAN.....</b>	<b>170</b>
<b>WORKING CONDITIONS .....</b>	<b>52</b>
<b>WORKPLACE HARASSMENT DEFINED .....</b>	<b>164</b>

# **COLLECTIVE AGREEMENT**

Between

**ArcelorMittal Woodstock Tubular Products,**  
Woodstock, Ontario hereinafter called  
“The Company”

**Of the First Part**

and

**UNIFOR AND ITS LOCAL 636**  
“The Union”

**Of the Second Part**

## **1. PURPOSE**

The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees and to set up means for the prompt and equitable disposition of grievances. It is also to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **2. RECOGNITION**

a. The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in respect of hours, wages and all other working

conditions.

b. For the purpose of this Agreement, the term employee or employees shall mean an employee or employees at Woodstock, save and except Supervisor; persons above the rank of Supervisor, office staff and such other persons as may be agreed upon.

### **3. NON DISCRIMINATION**

a. The Company and Union agree that every person has a right to equal treatment with respect to employment and in the course of their employment there will be no discrimination, interference, restraint, or coercion exercised by any of their respective representatives, with respect to any employee because of his/her race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap or union membership or activity.

### **4. RESERVATION OF MANAGEMENT RIGHTS**

The Union acknowledges that it is the function of the Company to:

a. Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and efficiency, provided such rules and regulations are not inconsistent with the terms of the Agreement.

- b. Hire, discharge, suspend, transfer, promote, demote, or otherwise discipline employees for just cause, provided that a claim of unfair promotion or demotion, or a claim that an employee has been suspended, transferred, discharged or disciplined without proper cause, may be the subject of a grievance and dealt with as hereinafter provided.
- c. Determine the products to be manufactured, the schedules of production, assignment of personnel, the location of departments and machines and the work to be done on them, method of manufacturing, engineering and design of products, control of raw material and parts.

## **5. STRIKES & LOCKOUTS**

- a. In view of the reasonable procedure established herein for the disposition of employees' complaints and grievances, the Company agrees that it will not cause or direct any lock-out of its employees for the duration of this Agreement.
- b. The Union agrees for the duration of this Agreement that there will be no strikes or other collective action, which will stop or interfere with the production of the Company.
- c. The reference to "Strike" and "Lock-out" as used herein are agreed to have meanings as defined in the Ontario Labour Relations Act, S.O. 1995, and amendments thereto.

**6. REPRESENTATION PLANT COMMITTEE & STEWARDS**

- a. The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee of regular employees which will be known and recognized as the Plant Committee. The Plant Committee will consist of four (4) members, one of who may be designated as a benefits representative and who shall have at least one year's seniority. Members of the Plant Committee shall be retained on day shift only.
- b. The Company will recognize one (1) of the four (4) Committeepersons as full-time Plant Chairperson who will receive a base rate which is equal to the highest classification pay rate currently in effect. A fully equipped office will be provided which shall be centrally located within the plant. Relocation will only occur due to business requirements.
- c. The Company will recognize and bargain with the said Committee on all matters properly arising during the time that this Agreement is in effect and the Company and the Committee will co-operate in the administration of this Agreement.
- d. The Company will recognize one (1) Steward for each department of a minimum of twenty (20). Departments of less than twenty (20) employees will be combined. The Union will appoint a temporary steward for off shifts;

such appointments will be posted by the Union for the department(s) concerned. Existing zones and representation may only be changed in agreement with the Company. All Stewards must have at least six (6) months seniority. Each of the three Skilled Trades Group will have their own Steward off shift.

- e. The Union acknowledges that Committeepersons and Stewards will continue to perform their regular duties on behalf of the Company. Before leaving his/her regular duties, a Committeeperson or Steward must obtain permission of his/her Supervisor, make known his/her destination and again report to his/her Supervisor at the time of his/her return. The elapsed time shall be recorded in the database, by the committee person or steward. He/she shall also report to the Supervisor of any department he/she has found necessary to visit, state the reason for doing so and secure permission before entering; the unavailability of a Supervisor shall not preclude entry into a department. Permission requested under this clause shall not be unduly withheld.
- f. The Union further agrees that there will be no Union activity during working hours, except that which is necessary in connection with handling of grievances and the administration of this Agreement and that there will be no solicitation of membership or collection of

- Union dues during working hours.
- g. Time spent during regular working hours by a Committeeperson, Steward or necessary employee(s), whose presence has been approved by the Company, in connection with the administration of this Agreement will be paid for at his/her applicable rate.
  - h. On the request of either party, the Union Plant Committee and representatives of the Company shall meet at least once every month until the expiry of this Collective Agreement for the purpose of discussing issues relating to the workplace which effect the parties or any employee bound by this Collective Agreement. Such meetings will be held at a time agreeable to both parties.
  - i. The company will meet with the Union thirty (30) days in advance of implementing any changes that affect the bargaining unit where possible. i.e. New or modified policies or work rules, discontinued production, layoffs etc.
  - j. The Company will supply the Union with a list of Supervisors and any other persons with authority and will indicate the extent of their authority.
  - k. The Union will supply the Company with a list of Committeepersons and Stewards and will indicate the zones represented.
  - l. National Representatives and/or Local Representatives and or plant committee representatives may be present at any

meeting between the Company and the Union when requested by either the Company or the Union.

- m. The Company will recognize a women's advocate to be selected by those represented within the Union. The advocate may consult with employees and management to discuss issues that may be raised and may refer employees to community agencies and resources as appropriate. The advocate will act in an advisory capacity and will not have the authority to file grievances. In the conduct of their duties as a woman's advocate, the employee will be subject to the provisions herein that govern the plant committee and stewards in the conduct of their duties. Permission will not be unduly withheld.
- n. The Company will provide a lockable file cabinet for the exclusive use of the women's advocate and access to private office space on an as required basis; typically this private space will be provided in the Health Center.
- o. The Company will provide a maximum of three days salary continuance when the women's advocate attends the annual three (3) day union sponsored advocate training session.

## **7. UNION SECURITY**

- a. During the term of this Agreement, the



Company will, as a condition of employment in the bargaining unit, require each new employee, after thirty (30) days of employment, to join the Union and to authorize the Company to deduct from his/her wages such initiation fees, dues and assessments, as may be required to join and remain in good standing.

- b. Present and future Union members of the bargaining unit will be required to pay Union monthly dues and maintain membership in good standing as a condition of employment.
- c. Any increase of dues or additional assessments will only be applied by the Company upon receipt of a written notification signed by the Financial Secretary of the Local Union 636.
- d. All monies so collected by the Company on behalf of the Union will be remitted to the Financial Secretary of Local 636 by the 20th of the current month.
- e. The Union and the employees agree that in return for such Union Security they must accept the Liability for any violation of the no strike provisions of this Agreement and accordingly it is agreed that in the event of any violation of the no-strike clause (clause 5) of this Agreement, by the Union and/or the employees, or a group of employees, and the provisions of the Union Security clause will become null and void.

- f. The Company will pay 1¢ for each straight time hour worked into the Paid Education Leave Fund.
- g. The Company will pay 1¢ for each straight time hour worked into the Social Justice Fund.
- h. The Employer agrees to acquaint employees newly hired to the Woodstock facility with the fact a Collective Agreement is in effect. A new employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work areas as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union representative who will provide the employee with a copy of the Collective Agreement.

The Employer agrees that a Union representative will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **8. COMPLAINT PROCEDURE**

- a. An Employee or the Union, having a complaint

within the terms and provisions of this Agreement shall, not later than ten (10) working days after the commencement of the alleged occurrence causing the complaint, accompanied by a Steward or Committeeperson, submit such complaint to the Supervisor/designated Supervisor of his/her Department. The Supervisor/designated Supervisor shall give a decision within two (2) full working days, unless a longer time is agreed upon by the conferring parties. When the complaint procedure has been adhered to and if the decision of the Supervisor/designated Supervisor is not considered to be satisfactory, the matter may then be dealt with under the grievance procedure.

- b. This will confirm understanding between the Company and the Union that blatant transfer violations will be handled in an expedient manner by the Supervisor/designated Supervisor as long as violation is without question. A request for an extension of time shall not be unreasonably withheld.

## **9. GRIEVANCE PROCEDURE**

- a. If an Employee or the Union has complied with the provisions of the complaint procedure, the matter shall be reduced to writing within five (5) working days from receiving the Supervisor's/designated Supervisor's answer at the complaint

procedure stage, on a form supplied in quintuplicate by the Company, and the following steps of the Grievance Procedure shall be followed:

**Step No. 1 (Supervisor)**

- b. The written grievance in quintuplicate signed by the employee and the Steward or Committeeperson concerned shall be presented to the immediate Supervisor/ designated Supervisor of the employee concerned. After such discussion as is necessary the Supervisor/designated Supervisor shall give his/her answer in writing within two (2) working days, following receipt of such grievance.
- c. The Supervisor/designated Supervisor will return two copies of the grievance form to the Steward or Committeeperson concerned, retain two (2) copies, one of which he/she will immediately submit to his/ her department Manager.

**Step No. 2 (Department Manager)**

- d. In the event that the proceedings of Step No. 1 do not result in a satisfactory settlement, a written appeal recorded on the grievance forms must be submitted to the Department Manager within five (5) working days. Upon receipt of an appeal, the Department Manager will meet with the Committeeperson and Steward if requested,

- the employee concerned, if requested by the Union, and with the Supervisor/ designated Supervisor. In any grievance involving time standards the Industrial Engineering shall also be present; such meeting will be held within two (2) days unless a longer period may be agreed upon. The Department Manager shall give his/her answer in writing within two (2) full working days following completion of the discussions or such longer time as may be agreed upon.
- e. The disposition of the grievance at the step will be entered on the copies of the grievance form held by the Department Manager, the Supervisor/designated Supervisor and also the copies held by the Steward or Committeeperson. Two (2) copies will be given to the Union and two (2) copies will be retained by the Department Manager, one of which will be forwarded to a duly designated representative of the Company.

**Step No. 3 (Company Representative)**

- f. If the decision as rendered in Step No. 2 is not satisfactory, written notice of appeal recorded on the grievance form must be presented to the Department Manager concerned, by the Chairperson of the Plant Committee within five (5) full working days, unless a longer period has been agreed on by the conferring parties. Such notice will immediately be forwarded to a designated

- Representative of the Company.
- g. The Plant Committee and a duly designated Representative(s) of the Company will meet at a time agreed upon, but no later than five (5) working days, or in the case of discharge, two (2) full working days after notice has been given, or such longer period as may be agreed upon.
  - h. The written disposition of the Company Representative will be given within five (5) full working days following such meeting, or such longer period as may be agreed upon, and will be recorded on all copies held by the Company and the Union, and the Union will retain one copy.
  - i. If the Company has a grievance it shall be taken up with the Plant Committee and a duly designated Representative(s) of the Company and written disposition must be given by the Union within five (5) full working days following the meeting, or such longer period as may be agreed upon.
  - j. Following any grievance presented in writing to the Company, any questioning of an employee shall be in the presence of the Plant Committee Chairperson and the Committeeperson of the affected zone.

**Step No. 4 (Arbitration)**

- k. Failing satisfactory settlement in Step No. 3 either party may, by written notice to the other party, refer the grievance to arbitration.

Any such notice for submission to arbitration must be made within thirty (30) working days after disposition in Step No. 3, or such time as may be agreed upon.

- l. Following receipt of notice to appeal to arbitration, the parties will, subject to mutual agreement, select a single arbitrator who in no way has been directly involved in attempts to settle the grievance.
- m. Failing such agreement, within seven (7) calendar days or such longer period as is necessary, the parties shall request the Minister of Labour of the Province of Ontario to appoint an Arbitrator.
- n. With the selection or appointment of the Arbitrator, a meeting will be conducted as soon as possible to hear the evidence and presentation of both parties.
- o. The decision of the Arbitrator shall be final and binding on both parties of this Agreement.
- p. The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- q. The Arbitrator may make adjustment on any grievance arising out of the interpretation or application of this Agreement.
- r. The parties hereto will jointly bear the

- expense of the Arbitrator.
- s. At any stage of the grievance procedure, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.
  - t. If during the negotiations in connection with grievances, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiating parties access to the plant and an opportunity to confer with the necessary witnesses and to view disputed operations or conditions.
  - u. An employee shall be paid at his/her average earned rate for all time spent during regular working hours before the Arbitrator on the hearing of his/her appeal on a grievance, provided the Arbitrator rules in favor of the grievor.
  - v. The time limit as outlined in the complaint and grievance procedure may be extended by mutual agreement. A request for a longer period shall not be unreasonably withheld. The grievance or complaint shall be considered settled, without precedent by the party that did not default the limit or mutually agreed upon time limits.

### **Grievance Commissioner**

- w. As an alternative to the regular arbitration procedure provided for herein, the parties may agree in writing to jointly refer a



grievance for final and binding arbitration to a Grievance Commissioner selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

- x. Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances, which the parties have agreed, may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
  - i. The decision of the Grievance Commissioner shall be confined solely to the grievance(s) at hand. Such decision must be consistent with the provisions of the Collective Agreement and the Grievance Commissioner shall have no power to alter, modify or amend any part of this agreement.
  - ii. The decision of the Grievance Commissioner shall only apply to the grievance(s) at hand and shall not constitute precedent or be used by either as precedent in any future grievance(s). However, with respect to the grievance(s) at hand,

the Grievance Commissioner's decision shall be final and binding upon by the Company, the Union and the employees represented by the Union.

- iii. The Company and the Union shall each be responsible for one-half of any fees or expenses charged by the Grievance Commissioner
- iv. The parties shall meet at least thirty (30) days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts shall be put together in a Joint Agreed Statement of Fact by the parties.

In addition, a Joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the grievance. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the

- commencement of the grievance hearing.
- v. The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or advance such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
  - vi. The Grievance Commissioner shall be required to render a decision in writing including brief written reasons within seven (7) days of the conclusion of the hearing.
- y. No grievance will be referred to a Grievance Commissioner without written mutual agreement of the Company and the Union. In the absence of such written mutual agreement, all unresolved grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Collective Agreement.
  - z. Any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this

Collective Agreement either before a decision is rendered by the Grievance Commissioner or at any time thereafter.

## **10. DISCHARGE CASES**

- a. Whenever an employee, other than a probationary employee, is discharged, he/ she will be interviewed, by his/her Steward or Committeeperson before he/she is required to leave the plant, unless because of the nature of the offence it is necessary to require the immediate expulsion of an employee from the plant.
- b. In cases of immediate expulsion, the employee's Steward or Committeeperson will be notified immediately and the Steward or Committeeperson will be given an opportunity to interview the discharged employee at some convenient location.
- c. "Should the Employee protest his/ her discharge as a Grievance, such protest shall be presented, in writing, within five (5) working days. The Grievance procedure commencing with Step No. 3, Sub-section (g), will then be followed. At this meeting the Parties may make any suitable arrangement deemed to be just and equitable under the circumstances".
- d. No grievance covering such discharge may be submitted to arbitration after thirty (30) working days (or such time as may be agreed upon) have elapsed from the date that

Management's written decision is presented to the Union.

- e. In the case of Arbitration, the Arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

## **11. ACQUIRING SENIORITY**

- a. An employee shall be considered on probation until he/she has worked a total of sixty (60) days or four hundred and eighty (480) hours within a twelve (12) month period.
- b. The Company has full right to discharge or layoff probationary employees. The Company may terminate an employee during the probation period and this action is not subject to the grievance procedure, except where matters of discrimination or harassment are alleged. On discharge, upon request a reason will be provided to the Plant Chairperson. On matters concerning working conditions, probationary employees shall be entitled to the assistance of the Union and have recourse to the Complaint and Grievance procedures, but this right shall not apply in a case of discharge or layoff.
- c. Seniority will be acquired after an employee has served the probationary period as outlined in Section 11, sub-section (a) and (b) and his/her name will appear on the seniority list.
- d. "Seniority lists will be established on a plant-

wide basis and will be issued January 1st., April 1st., July 1st., and October 1st., of each year”.

- e. It is understood that, during the term of this Agreement, the provisions of the Seniority and other related clauses will be subject to change upon agreements between the Company and the Union.

## **12. ORDER OF SENIORITY**

- a. As new Employees are hired, their names are entered in the employment record database in the order of hire. Thus, names of newly hired employees will appear in sequence in the order of hire. Upon their acquiring seniority, their names are entered on the permanent “Seniority and Classification Listing” in exactly the same order in which their names appear in the employment record database.
- b. On the seniority listing, the Employee’s order of seniority is established by the order of listing. If more than one employee is hired on the same date they will be placed on the seniority list based on their date of birth Jan-4 before Feb-5, etc. The order of seniority on this listing is also indicated by the seniority number, which appears opposite each Employee’s name in the right hand column of the listing page. The lower numbers establish a higher seniority. These numbers however, are not necessarily permanent, for

as deletions in Employees occur their numbers are reassigned to allow the remaining number to close the gap(s). This article has no impact to seniority previous to March 31, 2007.

- c. In the event of the layoff of Employees whose names do not appear on the Seniority listing, probationary Employees are laid off first in the precise order in which their names are recorded in the employment record database. The name, which appears last, will be the first to be laid off and etc., under this procedure.

### **13. LOSS OF SENIORITY & RIGHTS**

An Employee shall lose his/her seniority and all rights and his/her name shall be removed from all seniority lists for any one of the following reasons:

- a. If the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure herein.
- b. If the employee voluntarily quits his/her employment with the Company.
- c. If the employee is laid off and fails to return to work in accordance with Clause 18 "Seniority Applied to Recall".
- d. If the employee overstays his/her leave of absence granted by the Company, in writing, without securing extension of such leave unless he/she furnishes reasons satisfactory to the Department Manager.
- e. If the employee is laid off for a continuous period of:
  - i. Twelve (12) months in the case of an

- employee with one (1) year's seniority or less at the date of layoff, or
- ii. For a period equal to his/her seniority, in the case of an Employee with more than one (1) year's seniority at the date of layoff.
- f. If the employee fails to report for work within three (3) consecutive working days unless he/she furnished reasons satisfactory to the Department Manager for such failure.
  - g. The Company will notify the Plant Chairperson at the end of the second (2nd) consecutive day of an employee's absence.

#### **14. SENIORITY APPLIED TO PROMOTIONS & TRANSFERS ON JOB BIDS**

- a.
  - i. Whenever permanent vacancies for promotion occur within the bargaining unit, notice of such vacancies shall be posted in the plant for a period of five (5) working days. Such posting shall be posted no later than Wednesday by 2:00 pm and removed no earlier than Tuesday at 2:00 pm of the following week.
  - ii. Temporary vacancies shall become permanent for purposes of bidding after forty (40) working days unless the time limit is extended by mutual agreement. In the event of a



permanent vacancy caused by a promotion outside the bargaining unit, the vacancy shall be posted immediately.

- iii. An employee will only enter a department on a job bid when no other bid employees in the department are transferred out. He/she will be considered permanent in accordance with his/her seniority.
  - iv. When an employee is transferred into a classification through job bidding he/she will receive the classification average for overtime equalization purposes.
- b. Notwithstanding job qualifications, placed on job bids by the Company, employees shall have the right to exercise a bid.
  - c. Such permanent vacancies will be filled, based primarily on the ability of the Employee concerned to do the work, but as between two persons of approximately equal standing, seniority shall govern.
  - d. In the event of a dispute involving sub-section (c) the Union shall have the right to select two (2) successful applicants having more seniority than the employee under dispute, who shall be given a fifteen (15) working day trial period, or the applicable extension provided in sub-section (g) below, to show equal or

- greater ability under normal instructions.
- e. The right of job bidding shall be restricted to employees who have attained seniority. A successful bid shall mean one on which the applicant has proven satisfactory on completion of his/her trial period.
  - f. If there are no successful applicants to a job bid, the company will ask for a volunteer starting with high seniority non-bid employees. If there are no volunteers the company will assign the junior non-bid employee to the job. This will not be considered the act of job bidding for that employee.
  - g.
    - i. If an employee so selected for a job does not prove satisfactory, or if the employee requests to opt out, the employee will be transferred back to the department from which he/she bid, with no loss of seniority or job classification as long as the transfer takes place within the following number of working days:

Standard number of working days	fifteen (15)
For Mill Operators / Mill Team Leaders	sixty (60)

- ii. The Company and the Union will mutually agree upon any exceptions

to the above. It is understood, based on business requirements, agreement will not be unreasonably withheld by either party.

- h. Once an employee enters or is on hold for a job bid, all previous bids will be nullified. (Not withstanding present bid).
- i. Employees so exercising their rights to opt out of the preceding (2) two bids shall be allowed a third final bid; however, the right to opt out will not be afforded as per Article 14g(i)
- j. If any employee requests a transfer back to his/her prior classification or non-bid status, they shall receive their previous overtime hours recorded in their classification for equalization purposes.
- k. An employee so exercising their rights to the bidding process shall not be deemed successful until such time as he/she has fully completed the trial period as per article 14 g.

## **15. TRANSFER**

- a.
  - i. In the event of a scheduling manpower change in a department for the next scheduled workweek, non-bid employees will be the first to be transferred out by seniority. Then bid employees based on seniority within their department, providing that the employees who

are entitled to remain on the basis of seniority are willing and able to do the work, which is available.

If the employee(s) affected is so transferred out and work opens up again in his/her permanent department, he/she will be given first opportunity to return provided he/she is willing and able to do the work which is available using seniority.

- ii. In the event of a work shortage for an employee as a result of an emergency breakdown, material shortage or an employee's job is shut down due to business requirements; the employee may be temporarily transferred to another assignment within the plant. If the work shortage or shutdown is expected to last longer than the balance of the current shift, they will be scheduled no later than the start of the following shift back into their regular bid department. Employees temporarily transferred will carry their base rate of pay during their time of transfer or given the rate of pay whichever is the greater.

If the employee affected is so

transferred out and then work opens up again in his/her department, he/she will be given first opportunity to return, provided he/she is willing and able to do the work which is available using seniority. This seniority provision will only be applied on the current shift.

- iii. In the event a job is shut down prior to the beginning of a shift, non bid employees within the department will be first to be transferred out then the employee with the least seniority within the department on shift will be the employee transferred.
- iv. When an operation is shut down as a result of a breakdown, or a decision of management during a shift, the employee on that job will be the employee transferred, as per 15 (a) (ii).
- v. If the job remains down for the next scheduled shift the employee with the least seniority on shift in the classification will be the employee transferred as per 15 (a) (ii) and the employee transferred on the previous shift will be returned to their classification, seniority permitting.

- b. When two (2) employees in a department with equal skill and ability are transferred at the same time, the senior employee shall have the right to choose which job he/she wishes to perform.
- c. Transfers involving temporary Team Leaders shall be awarded to the most senior operator of the department concerned, but having due regard for skill and ability. If other than the most senior operator is to be transferred, this matter will be mutually agreed to between the Company and the Union before such a transfer takes place.
- d. Elected or appointed Committeepersons and Elected Stewards will not be transferred or scheduled out of their department(s) during their term of office, unless they exercise their right to article fourteen (14). This concession to Committeepersons and Stewards will only apply when such Committeepersons and Stewards are able and willing to perform the available work. (The above language does not include appointed stewards).
- e. When a machine requiring a job bid is transferred from one department to another to perform similar work, the permanent operator(s) may exercise their right to transfer with the machine. The number of operator(s) will be limited to the work requirement at the time of machine transfer and the employee

right to transfer will be based on seniority.

### **Special Transfer**

- f. By mutual agreement between the Company and the Union, the seniority provisions of temporary transfer will not apply when an employee is transferred and is assigned on experimental work, production of samples, to support the skill level upgrading program, or when by reason of need of a certain skill or experience, it becomes necessary to utilize the services of a qualified employee for a period not to exceed fifteen working days, or such longer period(s) as may be mutually agreed upon. In such cases of transfers, the employee will carry their base rate of pay during their time of transfer or be given the rate of pay of the assignment, whichever is greater. The Union shall not unreasonably withhold agreement under this provision. The intent of this clause shall not be abused by rotations on successive occasions.
- g. When a machine requiring a job bid is transferred from one department to a High Tech Cell, to perform similar work, the permanent operator(s) may exercise their right to transfer with the machine. If the operator(s) exercise their right to machine transfer into High Tech Cell, they will be trained to operate all equipment within the cell.
- h. All work performed on machines located

with a department will be done by employees in that department provided the employees that are available are qualified to perform such work satisfactorily.

### **Launch Teams**

- i. New programs and operations in this facility require effective and efficient launches. In order to provide for this initiative, there is a need for employees with special skill sets and exceptional teamwork characteristics to be assembled. The company in conjunction with the union shall assign employees who possess these skills into a "Launch Team". This team will remain intact for a period of nine (9) months after P.P.A.P. is complete or earlier, if the need is no longer required. In addition to the nine (9) months, the Union will recognize an additional period of three (3) months to conduct bidding for the position in the cell to replace the persons originally assigned. The company will inform the union of the date when P.P.A.P. is complete.

Employees assigned to a Launch Team will continue to receive the rate of pay of their current bid classification and their red circle or the rate of the launch area, whichever is greater. Non-bid employees assigned to a Launch Team will receive the average rate of pay of the preceding pay period or the rate of the launch area, whichever is greater.



Employees may be temporarily transferred from the launch team when business conditions require, with the intent of return at the earliest opportunity, in accordance with Article 15.

## **ARTICLE 15 – TRANSFER – CLARITY NOTE**

The parties met on February 15, 16, and March 21, 22, 2011, at which time they discussed the application of Article 15 – Transfer.

Article 15(a)(i) addresses situations where there is a manpower change in a department for the next scheduled work week. Articles 15(a)(ii)(iii) address situations where there is a work shortage, job shutdown or operation shutdown. In total, Article 15(a)(i)-(iii) set out the procedure for transfer of employees out of a department where it becomes necessary to do so by virtue of the circumstances set out in Article 15(a)(i)-(iii).

Article 15(f) (Special Transfer) applies to situations where an employee is temporarily transferred to another job or department not due to manpower change, work shortage, job shutdown or operation shutdown in his/her home department, but rather, when it becomes necessary to utilize the services of a qualified employee, for reason of need of a

certain skill or experience, to perform experimental work, to work on production of samples, or in support of the skill level upgrading program. The Company will backfill the job of an employee on special transfer in accordance with Article 15. The employee may only be transferred for longer than fifteen (15) working days with the agreement of the union. If transferred under Article 15(f), the employee shall receive the greater of their regular rate of pay or the rate of pay for the job they are being transferred into.

The Union has committed to supporting this understanding on transfers and communicating it to its members.

## **16. TRANSFER TO SALARY POSITION**

a.

- i. The appointment or selection of employees for any Salary position not subject to the provisions of this Agreement, is not governed by this Agreement, but if any employee on a seniority list, is or has been so transferred or appointed and later is transferred back to the position which is governed by this Agreement within six (6) months, then the seniority which he/she has accumulated in such a Salary position shall be counted as service for seniority purposes. After six (6) months, seniority shall be lost. This

- will be held to one (1) occasion only.
- ii. During such appointment / selection the employees will continue to authorize the company to deduct from his/her wages such fees, dues and assessments as may be required to remain in the union in good standing.
  - b. Upon transfer back to the bargaining unit, employee(s) will have no permanent classification until such time as they exercise their right to a job bid.
  - c. No member of the bargaining unit shall be laid-off or fail to be recalled from layoff in the event of an appointed / selected employee being transferred back into the bargaining unit.

**Acting Supervisor**

- d. An hourly employee shall not be appointed Acting Supervisor for more than a total of six (6) months per year.

Exceptions to the above will be replacements for supervisors who are on a temporary prolonged leave for health or other reasons and who will resume their position upon return.

If the Company offers an hourly employee a position in the Salaried group, all time the employee may have been an Acting Supervisor in the previous 12 months will be counted

as part of the 6 month period to decide if she/he waives their right to return to the union.

NOTE: When appointed Acting Supervisor, by the Company the employee will for the duration of such an appointment, receive 80¢ per hour over and above his/her average earned rate.

### **Non-Bid Employees**

e.

- i. All non-bid employees will be assigned to various departments on a per needed basis, based on skills, training, work experience.
- ii. Non-bid employees will be the first to be transferred out of a department prior to bid employees being transferred for the next scheduled work week. The transfer of non-bid employees will be by plant wide seniority subject to the provisions of skill and ability under Article 15 (a).
- iii. Transfer of bid employees will be governed as per the seniority provisions as outlined in Article 15
- iv. For non-bid employees absence due to vacation or short term leaves of absence will

- be deemed not to be a transfer out of the department.
- v. The Company will keep a record of all hours worked, refused, and unavailable, to calculate a non-bid employees average; this average will be maintained and carried with employees to be used in determining the eligibility for overtime during a departmental assignment. The Company will not be required to equalize overtime within the Non-Bid employee group.
  - vi. To minimize the number of non-bid employees, the Company will bid jobs as they become available as per the current Collective Agreement.
  - vii. Employees will be scheduled per our normal shift change procedures.
  - viii. Any non-bid employee transferred out to one of the production/skilled trades departments will be paid the base rate for the job being performed as applicable.

## **17. SENIORITY APPLIED TO LAYOFFS**

- a. A layoff of employees shall be made on the

basis of the plant-wide seniority list provided that the employees who are entitled to remain on the basis of seniority are willing and able to do the work which is available with normal instruction.

- b.
  - i. When an employee is on layoff for a period in excess of one hundred and fifty (150) consecutive working days which shall not include any statutory holiday(s) or plant shutdown periods, he or she shall relinquish all claim to any permanent classification.
  - ii. Notwithstanding the other provisions of this seniority section so long as other employees remain at work within his/her jurisdictions, a Committeeperson shall, for the purpose of representation, be retained at work on some job that is operating in his/her jurisdiction, provided that he/she is willing and able to do the work which is available

## **18. SENIORITY APPLIED TO RECALL**

### **Recall Procedure**

- a. The parties have agreed that the following

procedure will apply during a recall of employees. Employees will be recalled in accordance with the provisions of the Collective Agreement. In the event an employee is recalled in accordance with the provisions of the Collective Agreement he/she does not wish to answer a notice of recall in accordance with the provisions of the Collective Agreement he/she may elect to choose one of the following options:

- i. Upon notice of recall an employee may elect to remain on layoff. Upon such election the employee shall be placed on the recall list at the position on the list in accordance with his/her seniority, in order of reverse seniority, and shall remain on the recall list seniority permitting.
- ii. Subsequent to exercising (i) above the employee may make application to the Human Resources Department and at such time the employee shall return to his/her previous position on the recall list.
- iii. Any employee who has exercised the option in (ii) above shall then be bound by the provisions of the Collective

Agreement with respect to the recall provisions.

- iv. In the event an employee has exercised option (i) and the Company exhausts the recall list above such employee shall be bound by the provisions of the Collective Agreement when given a notice of recall.
- v. An employee who has exercised option (i) shall remain on the seniority list and shall not break seniority provided that an employee with lower seniority is at work. It is understood that an employee at the time his/her seniority would be broken shall be returned to the recall list and must accept any subsequent recall or their seniority shall be broken in accordance with the provisions of the Collective Agreement.
- vi. Laid off employees who have not completed their vacation sheets in accordance with Schedule "C" (1) of the Collective Agreement will do so upon their return from layoff. The Company will endeavor to



allow any request for vacation provided production requirements can be met. Any outstanding vacations must be taken with the terms and conditions of the Collective Agreement.

- b. When a recall occurs after the commencement of a work week and which involves the transfer of another employee, the recalled employee may be assigned work in a department other than his/her permanent department for the balance of that week. Thereafter, the employee shall, if eligible, exercise his/her right to return to his/her permanent department.
- c. All employees will be kept on the recall list until they have received and refused one (1) recall notice. Evidence of a refusal shall be in the form of:
  - i. A signed refusal by the employee, or
  - ii. Failure by the employee to report to work within five (5) working days, or failure by the employee to advise the Company within forty-eight (48) hours, of his/her intention to return to work, after notification by registered letter to the employee at his/her last address on record with the Company.

- d. The recall period for new hires is thirty six (36) months

## **19. RECORDS**

It will be the responsibility of an employee to keep Human Resources informed of his/her correct address and information pertaining to his/her personal record at all times, and the Company only assumes responsibility for contacting an employee at his/her last address on record.

## **20. LEAVE OF ABSENCE**

- a. The Company may grant a leave of absence retroactively or otherwise, regardless of outstanding vacations, for legitimate personal business. Seniority accumulates during any period of authorized leave of absence. Permission for such leave of absence must be in writing. Employees must use all available banked overtime prior to being granted a Leave of Absence of five (5) days or more.
- b. Any employee who provides satisfactory evidence of illness, will be automatically granted a sick leave for a period not to exceed ninety (90) days. If the sickness continued beyond ninety (90) days, sick leave shall be extended by Management upon receipt of satisfactory evidence of continued illness. The confirmed inability of an employee to procure evidence of his/her legitimate illness will qualify the employee for absence beyond

- the initial ninety (90) day period.
- c. The Company will grant a leave of absence for a period of up to six (6) months for the purpose of serving a jail sentence as the result of a conviction arising out of the operation of a motor vehicle. An extension beyond six (6) months may, however, be granted by mutual agreement between the Company and the Union.
  - d. Seniority shall accumulate for a period of time equal to half the length of his/her seniority with the Company or for a period of two (2) years whichever is the greater and thereafter seniority will not accumulate until he/she has recovered from his/ her disability and becomes actively employed with the Company.
  - e. In the event of an employee suffering a major non-occupational physical disability, exceptions may be made to the provision of the seniority section in the case of such employee by agreement between Management and the Plant Committee; but Management shall not be obligated to place any employee on any job under any of the provisions of this clause unless he/ she is capable of efficiently performing the normal requirements of the job.
  - f. Upon written request, received sixteen (16) hours - prior when possible, the Company will grant a leave of absence, without pay,

to not more than seven (7) employees, exclusive of any employee on extended leave as provided in sub-section (g), to serve as delegates of the local Union for the transaction of Union business. Such leave of absence shall not exceed twenty-one (21) working days or his/her equivalent in working hours per employee, in each contractual year of this Agreement, exclusive of any absence necessary for contract negotiations concerning the Company. The Company will maintain regular pay for official union business and will invoice Unifor on a weekly or monthly basis.

It is agreed individuals who are designated for the Local Union are expected to notify the Company five (5) days in advance of their absence.

- g. Any extension to the time limit provided in (f) above will be limited to four (4) employees, (unless the number be increased by mutual consent), with a maximum absence of thirty-six (36) months per employee, with consideration of renewal upon written application.
- h. A leave of absence will be granted to employees elected to City or County Council for the purpose of attending meetings.

## **21. BEREAVEMENT PAY**

- a. In the event of the death of a Father, Mother, Stepparents, Brother, Sister, Mother-in-law,

Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Grandchildren, Grandparents, an employee will be permitted time off with pay at average rate. The length of such absence with pay shall not exceed three (3) working days, which will include the next two (2) working days following the day of the funeral but not beyond. Bereavement leave for spouse and child or stepchild, will be five (5) days. Spouse's grandparent's one (1) day bereavement leave.

- i. The intent of Brother-in-law is the husband of your sister or brother, or Brother of your husband or wife, or the man who is married to the sister or brother of your wife of husband. The intent of Sister in-law is the wife or your brother or sister, or the sister of your husband, or wife or the brother or sister of your husband or wife. The intent of spouse's Grandparents is current spouse's Grandparents.
- b. Paid holidays shall not be considered as working days for the purpose of bereavement.
- c. A common-law spouse relationship will be recognized for bereavement pay purposes, provided that it has been registered by the employee, with Human Resources.

- d. In the event that an employee's Mother or Father dies outside Canada or the United States and he/she does not report for work, he/she will be entitled to receive three (3) days Bereavement Pay without having to attend the funeral.

## **22. JURY DUTY**

The Company agrees to make up the difference between the Statutory pay for Jury Duty, Jury selection pay or subpoenaed witness pay and the employee's average rate, of any Employee so directed for such legally constituted duty. Such compensation shall be payable only if the employee gives the Company prior notice of jury duty. Upon his/her request, he/she will be permitted a change of shift of the work week corresponding to that in which he/she is required for such duty.

## **23. HEALTH AND SAFETY**

- a. The Company will make every attempt to provide for the safety and health of the employees during the hours of their employment.
- b. Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Company; they must be worn.
- c. The current Safety Footwear Allowance granted to Employees for the purpose of

purchasing of safety footwear will be up to \$200.00 effective January 1, 2017, \$200.00 effective January 1, 2018, \$200.00 effective January 1, 2019 which will be paid when original receipt for purchase is provided. Need in excess of two (2) pairs of safety footwear per calendar year, will be reviewed by the Company.

- d.
  - i. A qualified nurse will normally be scheduled to work day shift during the life of the Agreement. In the absence of the Nurse, the Company is not required to fill the position with another qualified nurse, but must have a qualified holder of a valid St. John's Ambulance Standard First Aid Certificate available.
  - ii. If an injury requires prompt attention from a physician, the costs associated with transportation to and from a hospital by cab or ambulance will be borne by the Company. The Company will cover any costs incurred as a result of treatment that would have been previously covered by an

in-house Nurse. The Company will make first aid kits available in the Mills Supervisor's office and the Health Center.

- iii. The Company will assign the Medical Emergency Phone, accessed by dialing Number 300 on any plant phone, to safety certified employees working on the off shifts (shifts other than day shifts Monday to Friday).
- e. All employees reporting back to work after an absence of three (3) or more days for medical reasons must first report to the Health Center for clearance prior to commencement of their first shift. Any employee who has received outside medical attention due to injury or accident, must also report to the Health Center prior to the commencement of their first shift.
- f. The Company will continue the practice of supplying a sufficient number of coveralls. These coveralls will be kept in a secure area. The Company will supply a sufficient number of winter coats to employees who work outside. The Company will clean the winter coats when required.
- g. The company will assign an Emergency Contact phone extension, accessed by dialing the plant phone number followed by extension number 231.



- h. The Company will supply adequate production change room areas, as well will ensure that adequate refrigerators, microwaves, A/C etc. will be supplied in designated production lunchroom areas.

## **24. INJURY ALLOWANCE**

An employee injured on the job shall be paid at the average earned rate for the balance of his/her shift on which the injury occurred.

## **25. BULLETIN BOARDS**

Bulletin Boards shall be provided for, in various parts of the Plant, for the use of the Union. The Union may put on such Bulletin Boards such notices respecting Union affairs. The subject of all such notices shall be restricted to educational, recreational or social activities sponsored by the Union and notices of Union meetings and elections.

## **26. DISCIPLINE**

- a. Discipline is defined as a verbal warning, written warning or suspension. A copy must be given to the Steward or Committeeperson.
- b. Such notation will be given within a reasonable period of time after the occurrence, which shall not exceed three (3) working days unless:
  - i. the employee is absent from the Plant, or
  - ii. negligence in workmanship is not

- previously revealed, or
  - iii. willful misconduct, willful falsification or willful fraud is the subject of the violations.
- c. In violations other than workmanship, when evidence of violation has not been obtainable, the time limit provided in sub-section (b) will be extended to ten (10) working days.
- d. Such notification(s) shall remain on the employee's record for twelve (12) months unless he/she has accumulated a continuous period of ten (10) clear months without further notations. In such an event, the Employee's record shall be cleared.
- e. When an employee is disciplined the employee will have his/her Steward or Committeeperson present, and, except in extreme circumstances, the interview will not proceed until a Union representative is present.

## **27. LIMITATION - PERFORMANCE OF WORK**

Employees excluded in clause 2 (recognition) will not be allowed to perform any work normally performed by employees in the bargaining unit except in cases of emergency instruction and production of samples. Operators will not be displaced as a result and the operator will assist with the production of samples.

Personnel from the Engineering Department and Technical staff may be used as a resource to correct, adjust, troubleshoot and carry out

trials provided no bargaining unit employees are displaced as a result and they will not perform duties which a certified Journey person is recognized as being qualified to perform.

## **28. CONTRACTING OF WORK**

Provided that time, quality and cost factors are reasonably equitable, no work will be contracted to outside contractors in the plant where seniority members are not fully employed unless on the basis of a negotiated agreement between Union and Management.

The Company agrees to meet with the Union Bargaining Committee in advance of any outside contracting/outsourcing of production work presently done in the Woodstock Plant. The purpose of this meeting will be to review the relevant factors and circumstances that would impact the feasibility of performing this work at the Woodstock facility.

Likewise during a period of layoffs or projected layoffs at the Woodstock Plant, the Company will meet with the Union Bargaining Committee at their request with the objective of discussing options with respect to the amount of outside contracting/outsourced work. The Company and the Union recognize that there are business reasons that impact outside contracting/outsourcing decisions.

## **29. OPERATOR MACHINE CHECKLISTS**

The Company and the Union agree in principle that Operator Checklists will be further developed

and implemented. The tasks performed by the operator will not include those duties, which a certified Journeyperson is recognized as being qualified to perform.

**30. OPERATOR'S ON BREAKDOWNS**

Operators according to seniority will be made available, when possible, to remain with the equipment on a breakdown to provide any assistance that is required.

**31. SCHEDULES**

Attached hereto and forming part of this Agreement are the following schedules:

**32. JOB RATES**

- a. Schedule "A" which is the schedule of the job classification presently in effect; rates of pay for each classification and provisions of payment etc., during the term of this Agreement.
- b. Conditional with the signing of this Agreement, the Company agrees to wage adjustments of those classifications in effect at the respective dates shown and listed under day rates of Schedule "A" and Schedule "F".

**Apr. 1, 2017**

Day Rate Classifications	1%
Skilled Classifications	1%

**Apr. 1, 2018**

Day Rate Classifications	1%
Skilled Classifications	1%

**Apr. 1, 2019**

Day Rate Classifications	1%
Skilled Classifications	1%

**Non Journeymen: See Schedule "A" above.**

**33. WORKING CONDITIONS**

Schedule "B" which is a schedule of the detailed working conditions, hours of work, lunch periods, night shift bonuses, reporting in time, overtime conditions, rest periods, etc.

**34. VACATION PAY**

Schedule "C" which is a schedule of the plan of granting annual vacations with pay.

**35. BENEFITS**

Schedule "D" which outlines the insurance, sickness and accident, hospitalization and other benefits presently in effect and which shall be continued during the life of this Agreement.

**36. TIME STANDARD**

Schedule "E" containing time study clauses and guarantee of standards.

**37. SKILLED TRADES**

Schedule "F" containing Skilled Trades group classifications and clauses.

### 38. PENSION PLAN

- a) The non-contributory Pension Plan, as amended by agreement, will be continued for the duration of this Agreement.

Amend Schedule "A" by providing the Monthly Basic Benefit and Monthly Disability Benefit Rates as follows:

Retirements on or after	Basic Benefit	Skill Trades	Disability Benefit	Disability Skill Trades
April 1, 2014	\$ 44.84	\$ 45.00	\$ 43.84	\$ 44.00
April 1, 2015	\$ 44.84	\$ 45.00	\$ 43.84	\$ 44.00
April 1, 2016	\$ 44.84	\$ 45.00	\$ 43.84	\$ 44.00

- b) Defined Contribution Pension Plan for Employees hired on or after April 1, 2014

I. ArcelorMittal Tubular Products Canada Inc. Pension Plan for Woodstock Unionized Employees

- A. All existing Woodstock unionized employees as of March 31, 2014, will continue to accrue service under the existing defined benefit pension plan. Woodstock unionized employees who are on a layoff status as of March 31, 2014, and who are recalled to work at a later date will continue to accrue service under the existing defined benefit pension plan.

- B. Effective April 1, 2014, a new defined contribution component (called the DC Component) will be added to the current pension plan and will be administered as described below.

**II. ArcelorMittal Tubular Products Canada Inc. Pension Plan for Woodstock Unionized Employees – DC Component**

**A. Eligibility & Enrollment**

1. Applies only to newly hired Woodstock unionized employees effective April 1, 2014 and later.
2. Enrollment will be effective commencing with the first payroll cycle coincident with or immediately following the employee's completion of the required probationary period (480 working hours). Upon enrollment, a defined contribution account will be established in the participant's name.
3. Employees being enrolled in the Plan will be asked to name

a beneficiary. If the employee does not provide a valid beneficiary designation, the beneficiary will be determined in accordance with Plan provisions.

4. Employees being enrolled in the Plan will also be asked to provide investment instructions for their defined contribution account. If no or incomplete investment instructions are provided or if instructions are provided after contributions have been posted to the employee's account, the employee's account will be invested in the default investment fund until such time as complete investment instructions are provided.

## **B. Contributions**

1. **Company Contributions:**At each payroll cycle, the Company will make a contribution to each participant's defined contribution account representing \$1.75 for each



eligible hour for which the employee receives pay. Eligible hours include all worked and non-worked hours (e.g. holiday, vacation, bereavement, jury duty), but excluding hours for Sickness and Accident pay.

2. **Employee Contributions:** None.

Note 1: Provided the contributions made by the Company are within the year's money purchase limit as set by Canada's Income Tax Act, the Company's contributions are not a taxable benefit to the participant.

**C. Vesting & Locking In**

1. The participant's defined contribution account is vested immediately upon enrollment into the plan. Vesting means the participant has a right to the entire defined contribution account regardless of whether the participant remains employed by the Company.
2. The participant's defined contribution account is locked-in under the Ontario Pension

Benefits Act which means the account may only be used to provide a retirement income.

**D. Investments**

1. Each participant has control over how all contributions are invested.
2. The investment funds offered will be those currently offered through Sun Life Financial for the Pension Plan for Salaried Employees at Woodstock.
3. Participants will have the ability to change how their Company contributions are invested at regular intervals by contacting Sun Life Financial.
4. The rates of investment return earned by a participant on the funds in their defined contribution account are net of investment management expenses. As this is a group plan, these expenses are lower than retail investment management expenses for similar funds that are not in a group plan. These

expenses are also lower as ArcelorMittal Tubular Products Canada has committed to help defray these fees at the rate of \$24 per member per year.

**E. Withdrawals**

1. In accordance with the Ontario Pension Benefits Act, a participant may not withdraw funds from the defined contribution account while employed by ArcelorMittal.

**F. When a Participant is On Leave or WSIB**

1. The Company will continue to make contributions for the period of a participant's unpaid leave of absence required by law to be considered for purposes of the pension plan. An example of such leave would be the statutory period of maternity/parental leave.
2. The Company will also make contributions for a period when an employee is on WSIB, up to a maximum period of 12 months.
3. In both of the above situations, eligible hours for purposes of

Company contributions will be based on 8 hours per day up to a maximum of 40 hours per week.

**G. When a Participant Leaves the Company**

1. When a participant leaves the Company, the participant will transfer the defined contribution account to the participant's personal locked-in retirement account (LIRA) or Life Income Fund (LIF).

**H. Survivor Benefits**

1. If a participant dies before commencing retirement income, the participant's defined contribution account is paid to the participant's spouse or, if there is no spouse, to the participant's designated beneficiary or estate.

**I. Defined Contribution Pension Plan Enhancement**

1. The Company will provide contribution enhancement for each Employee participating in the defined contribution plan

as follows;

- After one completed year of active service 2% on the Employees base contribution rate.
- After two completed years of active service 2% on the Employees base contribution rate.
- After three completed years of active service 2% on the Employees base contribution rate.

2. The contribution enhancement will be paid on each eligible hour for which the employee receives pay as defined in section (b) of the attached defined contribution pension plan summary document.

### **39. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

The amended Supplemental Unemployment Benefit Plan, with benefits payable to eligible employees, will be continued for the duration of this Agreement.

### **40. INTERIM W.S.I.B. PAYMENTS**

When an employee has applied for W.S.I.B. and has not had his/her claim approved within four (4) weeks from the date of application, and the

delay is not due to the employee's failure to supply information in a timely fashion, he/she will be eligible to apply for Sickness & Accident Benefits. This agreement is contingent upon the employee signing a waiver for the Insurance Carrier, which allows W.S.I.B. to reimburse the Insurance Carrier directly upon approval of the W.S.I.B. claim.

#### **41. WAIVER OF SENIORITY**

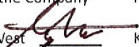

A Waiver of Seniority rights will be recognized for a period not to exceed one (1) hour when absenteeism and other unforeseen circumstances make it necessary to use available people for short periods, provided no more than one (1) transfer is involved. In cases where more than one (1) transfer is involved a four (4) hour waiver of seniority by mutual agreement will be recognized. It is agreed that the intent of this clause is to facilitate efficient production and should abuses occur, they will be dealt with promptly.

#### **42. TERMINATION CLAUSE**






- a. This Agreement shall remain in effect until 12:00 o'clock midnight, March 31st, 2020 and unless either party gives the other party written notice of termination or the desire to amend the Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- b. The parties hereto agree to exchange in writing all proposals and demands with respect to any proposed new Agreement and only such written submissions(s) that

SIGNED THIS 19 DAY OF SEPTEMBER, 2018

For the Company

G. West   
D. Foster   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

K. Rushton Chairperson   
B. Thompson, Committeeperson   
G. Markle Committeeperson   
S. Douglas Committeeperson   
J. Pound National Representative   
R. Gerrie Local 636 President \_\_\_\_\_

Keller Janzen Representative 

as set forth hereunder will apply for the life of this Agreement and shall be amended as provided under Section 33(b).

**2. MATERIAL HANDLING DEPARTMENT**

Material Movement will be classified as one dept. During the course of their regular shifts, they will be expected, when required, to assist in material movement throughout the plant.

**3. HIRING RATE**

New hire starting rate of 80% of base rate in yr 1, 95% of base rate in yr 2, full base rate in yr 3.

**4. NEW JOB CLASSIFICATION & RATES**

The parties agree to discuss the rates established covering new job classifications, In the event of a dispute between the Company and the Union regarding the establishment of such rates covering new job classifications, the matter may be treated as a complaint and referred to Step No. three (3) of the grievance procedure.

**5. PAY ERRORS**

In the event of a pay error involving an overpayment or an underpayment, it is agreed that adjustment will be made retroactively for the applicable period but such period shall not exceed six (6) calendar months prior to the registering of a complaint by an Employee or discovery date by the Company

**6. RATES OF PAY**

The rates as shown for the classifications set forth



in this schedule are for all rates.

## 7. DAY RATES

<b>Mill Department</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>	<b>April 1, 2019</b>
Team Leader	28.57	28.86	29.15
Mill Set-up & Operator	28.57	28.86	29.15
No. 9 Bundler & Test Saw Operator	27.53	27.81	28.09
External Set-Up	27.53	27.81	28.09
Steel Stores Operator	27.53	27.81	28.09
Utility Operator	27.53	27.81	28.09
Mill 8 – Bundler/ Crane Operator	27.53	27.81	28.09
Mill Tool Crib Attendant	27.53	27.81	28.09

### **TUBE PROCESSING DEPARTMENT**

Tube Processing	27.53	27.81	28.09
Team Leader			
Shipping Operator	26.49	26.76	27.03
Shear Set-up Operator	26.49	26.76	27.03
Manual Lathe Set-up Operator	26.49	26.76	27.03
Utility Operator	26.49	26.76	27.03
Furnax(Furnace) /Straightener Operator	26.49	26.76	27.03
Long Length Finishing	26.49	26.76	27.03
Line Bundling Operator			
Straightener	26.49	26.76	27.03
/ Scarf BLD 19 Set-up Operator			

### **MATERIAL HANDLING DEPARTMENT**

Material Handling	27.53	27.81	28.09
Team Leader			
Crane Operator	26.49	26.76	27.03

Bldg 17, 18, 19, 21,22			
Salvage Operator	26.49	26.76	27.03
Tube Processing Trucker /4-Directional Auto Trucker	26.49	26.76	27.03

#### **COLD DRAW DEPARTMENT**

Cold Draw Team Leader	27.53	27.81	28.09
Eddy Tester Set-up Operator	26.49	26.76	27.03
Wet Works Operator	26.49	26.76	27.03
Drawbench /Pointer Set-up & Operator	26.49	26.76	27.03
Straightener Set-up Operator	26.49	26.76	27.03
Utility Operator	26.49	26.76	27.03
Shear/Finish Set-up Operator	26.49	26.76	27.03
Eitel Straightener Set-up Operator	26.49	26.76	27.03
Cold Draw T3 Operator	26.49	26.76	27.03

#### **THREADING DEPARTMENT**

T3T Team Leader	28.57	28.86	29.15
T3T Cell Operator	27.53	27.81	28.09

#### **STOCKROOM DEPARTMENT**

Stockroom Attendant	26.49	26.76	27.03
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#### **QUALITY**

Quality Control	26.49	26.76	27.03
Q.S. Facilitator	26.49	26.76	27.03

**TOTAL PLANT**

Maintenance Helper	26.49	26.76	27.03
Oiler	26.49	26.76	27.03

**NON BID DEPARTMENT**

Non-Bid Operator	26.49	26.76	27.03
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**SCHEDULE "A" Incentive Replacement Premium (I.R.P.)**

- a. Each employee hired on or before December 22, 2003 will have an individual IRP rate that is equal to their average hourly incentive received during the period July 1, 2002 to June 30, 2003, as per Appendix A. The employee will continue to receive the employee's average hourly incentive for every hour worked as long as he or she remains in the classification that the employee held as of December 22, 2003. If an employee who was hired on or before December 22, 2003 bids, is transferred or is assigned to a classification that is different from the classification that the employee held as of December 22, 2003, the employee will receive the classification average of the position to which the employee has transferred, bid or been assigned.
- b. New processes or classifications established by the Company and Union after December

22, 2003 will have an IRP of \$2.75/hr only for those employees hired on or before December 22, 2003 whether they bid, transfer or are assigned to those classifications. As long as an employee remains in the classification (job bid) that the employee held as of December 22, 2003, the employee will maintain his or her individual IRP. Employees whom the Company temporarily assigns to new processes or classifications will continue to receive, during the temporary assignment, the IRP rate, if any, that they were receiving in the classification that they held prior to the temporary assignment.

- c. An employee will not receive an IRP rate for time spent on rework, and will receive the base hourly rate for that time, in accordance with Schedule "A" of the Collective Agreement.
- d. Employees who are hired on or before December 22, 2003 and who occupy a Team Leader classification, other than the classification of Mill Team Leader, will receive a flat IRP of \$4.25 per hour. Employees who are hired on or before December 22, 2003 and who occupy the classification of Mill Team Leader will receive a flat IRP of \$5.25 per hour.
- e. It is jointly recognized that continually increasing productivity is one of the critical factors in the plant's future success Accordingly, employees are required to

maintain productivity levels. The Company and Union will meet quarterly to review productivity levels over the term of this Agreement. The Union and the employees will assist the Company in ensuring that productivity is sustained and improved in all production areas. The Company maintains the right to continually seek and implement cost, productivity, effectiveness, methods, process, equipment, tooling or other changes to improve the productivity and operating performance of the plant.

- f. When attending training or meetings, all employees who are hired on or before December 22, 2003 will receive the IRP that they were receiving in the last job they performed prior to beginning the training or meetings.
- g. The Company and the Union will review the progress during the joint union and management meetings to address any outstanding issues.

**Effective April 1, 2007 the IRP system is eliminated and the following changes will be made:**

- a. Set new base rates for all classifications at \$25.46, except Mill Set-up & Operator at \$26.46. All employees with a lower base rate will be moved up and the difference will be subtracted from their IRP red-circled number so the total hour rate is unchanged.

Those employees who have a base rate and IRP that is less than \$25.46 will be given the new base rate and not have a red-circled IRP. All bid employees will be red-circled until they move to another bid or retire.

- b. Reduce the number of classifications – per attached
- c. Base rate to include \$2.75 of current IRP (\$25.46)
- d. Non-bid employees will have a base rate and no IRP of \$25.46 irrespective of job performing.

#### **8. COST OF LIVING ALLOWANCE**

- a. In addition to the foregoing wage rates, the standard of living of the employee of the Company will be protected from fluctuations in the cost of living for the duration of this agreement by the following provision of the Cost of Living Allowance.
- b. The Cost of Living Allowance, provided for herein, shall be added to the hourly earnings of each employee for each hour worked. The amount of the Cost of Living Allowance in effect at the applicable time shall be included in computing Statutory Holiday pay, Bereavement Pay, Injury Allowance and gross pay for vacation purposes.
- c. The Cost of Living Allowance formula shall be determined in accordance with the provisions set forth hereunder with effect from the commencement of the first pay

period immediately following the publication of the cost of living index in the months of March, June, September and December, for the previous month. The scheduled C.O.L.A. payments in March, June, September and December are based on the difference between the corresponding 3 month average CPI and the base 3 month average (e.g. June 2003 pay-out will be based on the difference between 3 month average for March, April and May, 2003 and the base CPI, and quarterly thereafter).

- d. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Statistics Canada Consumer Price Index.
- e. The amount of Cost of Living Allowance which shall be effective for any of the three (3) month periods as provided above, with \$0.01 adjustment upwards or downwards for each .0733 of a point change in the index (1992 = 100).  
The C.O.L.A. shall be computed using the three month average of the 1992 CPI for June 1999, July 1999 and August 2002, as the base period 119.6. Cost of living adjustments will be made on a quarterly basis.
- f. That the Consumer Price Index, as presently compiled by Statistics Canada will be used for the purpose of calculating adjustments. Should the Consumer Price Index be amended

in any way, such new index will not be used but instead the present one retained if available and if it is not available, then the parties shall endeavor to reach agreement on a new basis for calculating adjustment.

## **STUDENT AGREEMENT**

- a. Students will be paid \$15.00 per hour for the summer term. Students will be returning to school about the last scheduled normal working day prior to Labour Day.
- b. If a student requests to go full time, the student will be terminated and may be rehired as a probationary employee as outlined in the contract.
- c. Each student will be required to sign an employment agreement.
- d. Students will not work weekday overtime until all seniority and probationary employees on the shift, within the department, capable of performing the work have been asked to work. Weekend overtime will be offered to seniority and probationary employees within the department first

## **SCHEDULE "B"**

### **1. HOURS OF WORK**

The work week for employees may be forty (40) hour schedule composed of eight (8) hours per day,



Monday to Friday OR an agreed upon alternative work schedules as per the “Alternative Work Schedules” Letter of Understanding.

**The hours of work are as follows:**

**Eight (8) Hour Shifts**

- 1st shift – 12 (midnight) to 8:00am
- 2nd shift – 8:00am to 4:00pm
- 3rd shift – 4:00pm to 12 (midnight)

**Breaks and Lunch periods (includes travel time to and from work area) may be organized under one of the following three (3) Options:**

**Option A – Flex Break**

Employees working under a “Flex Break” method of operation - where the work processes do not stop during shifts. Employees may exercise their discretion as to when their break and lunch periods are scheduled, as long as employees schedule their break and lunch periods within a reasonable timeframe on either side of the stated break and lunch periods outlined in Option B. The Company reserves the right to withdraw support for this increased flexibility in the timing of breaks and lunches if abused; in this situation Option B below will apply.

**Break and Lunch periods, includes travel time:**

- Five days X eight hours per day - forty (40)

minutes)

## **Option B – Defined Break Times**

### **Eight (8) Hour Shifts:**

- Break 15 minutes  
2:15am/10:15am/6:15pm  
to  
2:30am/10:30am/6:30pm
- Lunch 25 minutes  
4:30am/12:30pm/8:30pm  
to  
4:55am/12:55pm/8:55pm

All processes which are designated and running on Continuous Run Operations will have lunch periods and breaks scheduled in the following manner:

	12:00-8:00	8:00-4:00	4:00-12:00
Operator	2:15-2:30am	10:15-10:30am	6:15-6:30pm
Scheduled To Process			
Continuous	2:30-2:45am	10:30-10:45am	6:30-6:45pm
Run Operator			
Operator	4:30-4:55am	12:30-12:55pm	8:30-8:55pm
Scheduled To Process			
Continuous	4:55-5:20am	12:55-1:20pm	8:55-9:20pm
Run Operator			

The company or employees may exercise their discretion as to when their break and lunch periods are scheduled, as long as employees schedule

their break and lunch periods within a reasonable timeframe on either side of stated break and lunch periods outlined in Option B.

(Three buzzers will be utilized to identify each designated break and lunch period. One at the beginning of a break, a reminder buzzer will provide five minutes notice before the end of breaks and a third designates when processes are scheduled to start again.)

### **Option C – Processes where Tag Relief utilized**

Tag Relief may be utilized to support an operation where other employees are available to cover off coworkers for breaks and lunches. Employees may exercise their discretion as to when their break and lunch period are taken to support increased flexibility required to cover off coworkers in order to support non-stop production.

### **Seamless Shifts**

The purpose of this provision is to ensure production equipment does not stop at shift change and employees are responsible to remain at their equipment until relieved by their “partner” on the next shift, where no shift is scheduled after the employee, he/she will work to the end of the shift. A “flex relief” process will allow employees the freedom to relieve each other up to two (2) hours before and after the regular shift end, with due notification to the supervisor. If more time is required, the employees affected will seek prior supervisory approval.

## **Continuous Run Operations**

The Company may initiate a “Continuous Run” schedule for any process that business conditions deem necessary. The Company will provide 24 hours notice, where possible, to the Union and the affected employees prior to adding or deleting processes to be operated under a “continuous run” mode.

Where an operation is on continuous run, the provisions of Schedule “B”, Article 1, may not apply. The Company may utilize direct, indirect and other employees to provide relief. Support groups such as Truckers, Cranes, Team Leaders and Skilled Trades may be designated to provide service to those designated pieces of equipment or processes on a continuous running basis. These continuous run principles will apply to rest periods, lunch periods and shift changes.

## **Alternative Work Schedule**

See Letter of Understanding – Alternative Work Schedules

### **2. DAY DEFINED**

For the purpose of the Agreement a day shall be defined as from MIDNIGHT to MIDNIGHT, and any work performed in a “Day” will be considered as having been performed on the calendar day on which the majority of assigned hours occurred. Where no majority has been established a “Day” shall be that on which the work commenced.

### 3. OVERTIME

- a.
  - i. All work performed in excess of the standard working shift shall be paid for at the rate of time and one-half on average earned rate for the day.
  - ii. In such a case the work performed for the whole of the overtime hours shall be paid for at the rate of time and one-half based on average earned rates for the overtime period.
  - iii. All employees will be paid the applicable rates for attending Employee Involvement Meetings.
- b. All work performed on Saturday shall be paid for at time and one-half, and all work performed on Sunday or a Statutory Holiday shall be paid for at double time, based on average earned rates.
- c. Company agrees, so far as possible, to equalize all overtime work among the Employees in the department usually performing such work. A record of overtime will be currently maintained and posted in each department, weekly.  
The Company will initially offer overtime to the employees on the bid job on the shift using lowest hours, when two or more employee's hours are equal seniority will be

the deciding factor. Thereafter, the Company will offer the overtime to the employee on the bid job on the off-shift who has the lowest hours. When two or more employees' hours are equal, Seniority will be the deciding factor. The Company will record hours paid/refused not available, including the premium portion of the opportunity, but the twenty eight (28) hour level will not be used to determine when to go off-shift. The Company will schedule overtime on the basis of Monday to Sunday (with the exception that an employee who commences vacation on the Monday will not be offered overtime during the scheduled vacation.)

The Company will meet with the Union on a quarterly basis to ensure that the equalization of overtime is operating correctly. For equalization purposes, only hours paid, refused or not available, including the premium portion of the opportunity, in an employee's own bid job will be recorded.

- d. It is the function of the Company to determine when overtime is necessary and to schedule overtime work.
- e. Any offer of overtime, given at least ten (10) working hours prior to the overtime and which is refused, will be credited to the Employee for the purpose of equalization of overtime.
- f. While the Company acknowledges that the Union may reserve a policy regarding overtime

the Union agrees that it will not, in any way, seek to discourage performance of scheduled overtime work.

- g. Where the Company cancels a Saturday or Sunday overtime day shift by calling the employee at home less than six (6) hours before the start of such shift, the employee will be paid two (2) hours at the applicable overtime rate. This payment shall not be made where the cancellation is caused by machine or equipment breakdown, shortage of materials or due to other reasons beyond the control of the Company.
- h. Operators will be paid double time for those hours worked in excess of 12 (twelve consecutive hours in a shift (except Sunday).
- i. Hours of work may be changed without overtime provisions being applied by mutual consent of the Company and the Union. Such consent will not be unreasonably withheld by either party.
- j. If the correct low hour employee in a classification is not offered an unscheduled overtime opportunity, the issue will be raised within five (5) working days following the posting of such hours and the employee will be given the next overtime opportunity. If the second opportunity is missed, the employee will be paid for both occurrences (only if the employee protested the first occurrence).
- k. Employees not reporting for overtime as

scheduled will be charged two times (2X) the missed opportunity, unless a reason satisfactory to the Company is provided.

- I. For equalization purposes, only hours paid, refused or not available, including the premium portion of the opportunity, in an employees own bid job will be recorded. An employee who works overtime in a department / classification other than their own department / classification will have that overtime charged to their home department / classification for the purpose of equalization.

### **Overtime Pre-Asking**

- m. The Company agrees to post for weekend and daily extended scheduled production overtime opportunities, where the Company is aware of these opportunities prior to the Thursday posting. All weekend overtime that becomes available after the Thursday posting will be considered “unscheduled” and employees shall not be charged for hours not worked.
  - i. Sign up sheets for overtime will be posted at the employee entrance no later than 2:00 pm each Monday (Tuesday if Monday is a Statutory holiday)
  - ii. Employees wishing to work the scheduled overtime would sign up under the appropriate day and



- shift on the sign up sheet based on the posted overtime notification. When an employee signs up for overtime, they are to indicate at that time as to their availability to work a shift other than their own.
- iii. The sign up sheet shall remain posted until 2:00 p.m. Wednesday afternoon (12:00 pm noon if Friday is a statutory holiday.) An employee who has signed up for overtime will have the right to inform his/her Supervisor to remove his/her name from the list prior to the Thursday posting. If scheduled work is available, he/she will be charged.
  - iv. When an employee is absent up until Wednesday at 2:00 p.m., he/she will notify their Supervisor of their intent to work the specific days requested.
  - v. The Supervisor will post the list of employees scheduled to work overtime on the communication board no later than Thursday by end of each shift. Employees shall be chosen in accordance with 3 (c).
  - vi. If an employee signs up and no work is available or overtime is cancelled, he/she will not be charged.
  - vii. Employees who do not sign up or who have removed their name

prior to the Thursday posting and work was available in their classification, will be charged for hours refused if overtime would have been awarded.

- viii. For unscheduled overtime requirements, the company will verbally canvass employees and overtime will be awarded as per article 3(c).
- ix. In the event that additional overtime employees are needed on a shift over and above the originally posted overtime requirements the overtime applicants that were unsuccessful in the original posted requirements on the shift will be given first opportunity to accept the requested overtime. In the event that overtime is needed that was not originally requested on the overtime request posting, this overtime will be offered to the employees in accordance with article 3(c).
- x. The Company and the Union agree to meet and discuss changes, if either party feels the signup sheet is not working satisfactorily and any changes shall be made by mutual agreement of the parties.
- xi. The Company and the Union agree to

meet and discuss any unusual circumstances that may arise regarding the overtime equalization in order to find a mutually agreeable solution to the situation.

### **Banked Overtime**

- n. Banking overtime is subject to the following conditions:
  - I. Only overtime worked on Saturdays and Sundays may be banked.
  - II. Employees must provide the Company with a declaration that the employee intends to bank the overtime prior to the overtime being worked.
  - III. Employees must provide the Company with a minimum of eight (8) days' notice of request to use banked overtime hours. Employees will be provided with a form.
  - IV. Use of banked overtime hours will be granted at the Company's discretion, with regard to operational requirements.
  - V. No more than four (4) employees\ may use their banked overtime hours at any one time.
  - VI. Requests will be granted based on seniority.
  - VII. Banked overtime is to be taken in either four (4) or eight (8) hour

increments.

- VIII. Overtime hours may be banked to a maximum of forty (40) hours per year, non-cumulative.
- IX. The Company will pay out all unused banked overtime at December 31, or on the next following regular pay date. At the employees request, the company will pay out any portion of unused banked overtime in four (4) or eight (8) hour increments on the following pay period.
- X. Only the straight time hours may be banked. The premium pay for overtime worked is paid on the employee's next regular pay date. For clarity, if an employee works eight (8) hours of overtime at time and one half, they will be paid four (4) hours pay on their next pay day and will be permitted to bank eight (8) hours.
- XI. Overtime will be banked at the employee's bid rate.

#### **4. CHANGE OF SHIFT**

- a. In the event the Company is obliged to schedule a change in shifts without prior notice being given at least twenty four (24) hours before such shift change, the Employees affected will be paid the applicable overtime

rate for all hours worked on the first shift of the changeover.

- b. The overtime provisions of this section shall not be applicable when the Company's failure to give notice within the time limits shown herein are by reason of the Employee's absence from work of more than three (3) working days prior to such shift change or by reason of incorrect personal records.
- c. While no reason will be required by an Employee desiring an exchange of shift(s) the right to exchanging will be conditional on the following:
  - i. Any exchange will only be permitted between employees having the same skills and abilities within the department providing the Supervisor on the shifts involved agree each employee can do the job involved .
  - ii. An employee desiring a shift exchange will, in advance of the day on which the exchange occurs, present to his/her Supervisor a form prepared for this use.
  - iii. The form will show the names, clock numbers and classification of both employees in the exchange, the applicable date(s) and shift(s) and will carry the signatures of the applicant and the person exchanging. The duration of such form will be

limited to a two (2) week period and will require renewal for any further period.

- d. Any transfer from a Department or Classification to another Department or Classification or a layoff will revoke the right to exchange; cancellation will become effective the date of any transfer or layoff.
- e. When a Department shift schedule is issued, the name of the applicant and the exchange employee will both appear on their regular shift list even though an exchange has occurred.
- f. Should an employee originating the shift exchange or the employee contributing to the exchange, suffer an inequity of earnings, equalization of overtime hours or any other provision or benefit by reason of such exchange(s) such matters will not be a subject for complaint. Conversely, should any individual's shift exchange have adverse effect on any other employee(s) or give cause to contravention of any provision(s) of the Collective Agreement the right of the individual's exchange shall be disallowed.
- g. While the Company will endeavor to accommodate an employee's desire to exchange shifts it remains the Company's prerogative to deny or cancel such a request if:
  - i. the department needs are impaired

- in any way.
- ii. there is any objection by other employees, within the Classification or Department concerned, or by the Union for cause.

## **5. REPORTING ALLOWANCE**

### **Unavailability of Work**

- a. An employee who is scheduled to and reports for work at the beginning of his/her standard shift or half shift, will be given full shift hour or the balance of standard shift hours if work is available or if no work is available he/she shall be paid four (4) hours pay at his/ her day rate.
- b. An employee who is scheduled to and reports for work on a Saturday, Sunday or a Statutory Holiday, will be given full shift hours if work is available or the actual hours worked at the applicable overtime rate. In no case shall the Employee having reported, be paid less than four (4) hours at the applicable overtime rate.
- c. Sub-section (a) and (b) shall not apply in cases of emergency such as fire, flood or other major catastrophes or other conditions beyond the Company's control or by any labour dispute in the plant of the Company.

### **Call Back**

An employee called back on an emergency breakdown after completing his/ her regular shift and having left the plant or on a Saturday, Sunday or Statutory Holiday not previously scheduled, shall be paid a minimum of four (4) hours at applicable overtime rate.

## **6. NIGHT SHIFT BONUS**

- a. Employees scheduled to work on the afternoon shift shall be paid a shift bonus of fifty (50) cents per hour.
- b. Employees scheduled to work on the night shift shall be paid a shift bonus of sixty (60) cents per hour.
- c. Employees performing work before and/or continuing work beyond their assigned scheduled shift will be paid the applicable shift bonus.
- d. Shift bonus shall not be included with the base rate when calculating overtime premium.

## **7. STATUTORY HOLIDAYS**

- a. Personal floater day requires a minimum of one (1) week's notice for approval.
- b. For the purpose of the Agreement where reference is made to Statutory Holidays, the said Holidays shall be considered as follows:



New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Day Before Labour Day\*  
Labour Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Day before New Year's  
Lottery Day

**\*Day Before Labour Day will be designated  
as observance for Family Day**

- Two (2) Floater Holidays
- Two (2) Personal Floater Holidays for a total of sixteen (16) per year.

## **STATUTORY HOLIDAYS & FLOATERS 2017 (16 DAYS)**

New Year's Day	Monday January 2, 2017
Good Friday	Friday April 14, 2017
Victoria Day	Monday May 22, 2017
Canada Day	Monday July 3, 2017
Civic Holiday	Monday August 7, 2017
Day Before Labour Day	Friday September 1, 2017
Labour Day	Monday September 4, 2017
Thanksgiving Day	Monday October 9, 2017
Day Before Xmas	Friday December 22, 2017
Christmas Day	Monday December 25, 2017
1st Floater	Tuesday December 26, 2017
2nd Floater	Wednesday December 27,
2017	
Lottery Day	Thursday December 28, 2017

Day Before New Year's

Friday December 29, 2017

1st Personal Floater

2nd Personal Floater

## **STATUTORY HOLIDAYS & FLOATERS 2018 (16 DAYS)**

New Year's Day	Monday January 1, 2018
Good Friday	Friday March 30, 2018
Victoria Day	Monday May 21, 2018
Canada Day	Monday July 2, 2018
Civic Holiday	Monday August 6, 2018
Day Before Labour Day	Friday August 31, 2018
Labour Day	Monday September 3, 2018
Thanksgiving Day	Monday October 8, 2018
Day Before Xmas	Monday December 24, 2018
Christmas Day	Tuesday December 25, 2018
1st Floater	Wednesday December 26, 2018
2nd Floater	Thursday December 27, 2018
Lottery Day	Friday December 28, 2018
Day Before New Year's	Monday December 31, 2018

1st Personal Floater

2nd Personal Floater

## **STATUTORY HOLIDAYS & FLOATERS 2019 (16 DAYS)**

New Year's Day	Tuesday January 1, 2019
Good Friday	Friday April 19, 2019
Victoria Day	Monday May 20, 2019
Canada Day	Monday July 1, 2019
Civic Holiday	Monday August 5, 2019
Day Before Labour Day	Friday August 30, 2019
Labour Day	Monday September 2, 2019
Thanksgiving Day	Monday October 14, 2019
Day Before Xmas	Tuesday December 24, 2019

Christmas Day  
1st Floater  
2nd Floater  
Lottery Day  
Day Before New Year's

Wednesday December 25, 2019  
Thursday December 26, 2019  
Friday December 27, 2019  
Monday December 30, 2019  
Tuesday December 31, 2019

1st Personal Floater  
2nd Personal Floater

## **STATUTORY HOLIDAYS & FLOATERS 2020 (16 DAYS)**

New Year's Day

Wednesday January 1, 2020

1st Personal Floater  
2nd Personal Floater

- c. In the event that "Heritage Day" is proclaimed by the Government during this Collective Agreement, one (1) of the Floater Holidays shall be designated as such.
- d. Employees will be paid for regular shift hours on the Statutory Holidays listed above provided the following conditions are fulfilled;
  - i. The employee is not on layoff; or is not on leave of absence in excess of thirty (30) working days.
  - ii. The employee is not absent without authorized leave on the full working shift immediately preceding and following the Holiday. Such

authorized leave must be in writing from his/her immediate Supervisor or the employee must present a Doctor's certificate certifying absence for legitimate medical reasons. Absence for non occupational illness or accident will be recognized and the holiday paid for, if such absence does not exceed thirty (30) working days including the holiday, and provided the employee works all the scheduled hours of the shift on either the day immediately preceding and following the holiday(s).

- iii. Should a multiple Statutory Holiday period be scheduled, an employee absent without reasons acceptable to the Company on both his/her last scheduled working day immediately preceding and his/her first scheduled working day immediately following the multiple Statutory Holiday period, shall be ineligible for two (2) Statutory Holidays in the multiple Statutory Holiday period or if he/she is absent for one (1) qualifying working day, be ineligible for one (1) Statutory Holiday in the multiple Statutory holiday period but shall, if otherwise eligible receive pay

for the remaining days, in the multiple Statutory Holiday period. (The day before and the day after).

- iv. The employee has completed his/her probationary period.
- e. Payment for standard shift hours, lost by observance of a holiday, will include applicable shift bonus, Cost of Living Allowance and will be made at average earnings from the previous weeks' earnings for the period immediately prior to the holiday.
- f. For any work performed on a holiday, payment will be made at double time for actual hours worked, plus the payment as provided in sub section (d) for eligible employees or an employee may elect to be paid double time for work on such holidays and take a lieu day with pay as 7(d), to be taken in accordance with article 7(a).
- g. When a holiday occurs on a Saturday or on a Sunday, the Company will observe the paid holiday on a working day preceding or following the Statutory Holiday.

## **8. WEEKEND WORKER**

The company may implement a Weekend Work Schedule in accordance with the following provisions:

- 1. This schedule would consist of either one (1) or two (2) twelve (12) hour shifts on Saturday and Sunday.
- 2.

- a. Initially, vacancies on the weekend shift shall be filled by the most senior active employee(s) working in-week in the classification and department who volunteer for such vacancies, provided they have the skill and ability to perform the work in question. If there are insufficient qualified employees who have volunteered to fill the vacancies, such vacancies will be posted and filled in accordance with the Job Posting Provision (Article 14). After the initial vacancies have been filled all subsequent vacancies shall be posted in accordance with Article 14.
- b. Employees who either volunteer or bid for the weekend work schedule shall have a six (6) calendar week opportunity to opt back to their former position.
- c. In-week and weekend workers may voluntarily switch schedules in accordance with the change of shift language in Schedule B.
- d. In the event the program is discontinued, either temporarily or permanently, weekend workers will be returned to their department and classification provided they have seniority. In the event this causes surplus employees within the department and classification, the weekend worker shall not be declared surplus provided he/she has seniority.
- e. In the event of the reinstatement of the program, employees holding previous rights

still within the classification will have the option to be returned in seniority order and all other vacancies will be in accordance with section 2 (a).

3. Premium pay will be made in accordance with the collective agreement. Cola will be paid on all hours paid (i.e.: Production workers, 42 hours; Skilled Trades workers, 44 hours).
4. Afternoon shift premium shall be paid for all hours paid on the 12 noon to 12 midnight shift. Night shift premium shall be paid for all hours paid after 12:00 midnight to 12 noon. In both cases the shift premium shall not be paid for more than 40 hours.
5. The union shall have the right to appoint pursuant to 6(d):
  - a. one (1) alternate Health and Safety Representative for each regular weekend shift.
  - b. Union Steward(s) for each regular weekend shift in accordance with Article 6(d).
6. In week overtime shall be handled as follows:
  - a. part shifts (up to 4 hours) to be applied to in-week workers.
  - b. Full shifts can be applied to weekend workers as follows:
    - i. First consideration shall be given to volunteers within the department and classification providing there has

- been a minimum of twelve (12) hours off work.
- ii. Each weekend worker can be offered a maximum of one (1) shift of in week overtime within his/her classification before in-week workers are asked.
  - iii. Weekend workers may then be asked to work any remaining unfilled overtime after in-week workers have been asked.
  - iv. In the event there are insufficient, available volunteers, Schedule B 3(e) shall apply, provided there has been a minimum of twelve (12) hours notice.
  - v. Any work in excess of two (2) in week shifts shall be paid at the time and one-half premium, providing forty (40) hours have been worked including the previous Saturday and Sunday.
- c. Required overtime on weekends, beyond the regular weekend work schedule, of two (2) hours or less will be offered to weekend workers. Overtime on weekends beyond the regular weekend work schedule, of more than two (2) hours will be offered in accordance with the normal overtime provisions.



- d. The pay period for overtime purposes for the weekend work schedule shall begin on Monday and end the following Sunday.
  - e. During the Christmas shutdown period overtime will be offered to employees in the department usually performing such work, irrespective of whether they are on the weekend shift.
7. Employees working this Weekend Work Schedule will not equalize overtime with employees working a Monday through Friday schedule. Weekend workers shall equalize among themselves. If the weekend worker is discontinued, the employee(s) so affected will pick up the average of overtime hours from the in-week workers. If weekend worker is reinstated, employee(s) affected will pick up the weekend worker average overtime hours, plus carry hours worked in week over, to the weekend worker classification.
8. Report In Pay – Report-In Pay will be ten (10) hours at the regular straight time rate of pay.
- 9.
- a. Weekly Indemnity – For the purposes of determining waiting period, a missed Saturday shall equal three (3) days of waiting period and Sunday shall equal four (4) days (e.g.: An employee missing

- a Saturday and Sunday weekend shift would be eligible for four/sevenths of the weekly benefit).
- b. In the case of accident, out patient surgery or hospitalization, three sevenths of the regular weekly benefit shall apply for Saturday and four sevenths of the regular weekly benefit shall apply for Sunday (e.g.: If the employee remains on the same weekly indemnity claim, for subsequent Saturday & Sunday, the full weekly benefit will apply).
  - c. Pension Plan – hours will be calculated as hours paid instead of hours worked.
  - d. Paid Education Leave - for purposes of calculating Paid Education Leave fund, the assessment will be based on weekend hours paid. If a Weekend Worker works overtime during the week, the assessment will be based on weekday hours worked.
  - e. In the case of Short Work Week Benefits, the forty (40) hours work offered shall be on the basis of premium hours.
  - f. Legal Services Plan – for purposes of calculating Legal Services Plan, the assessment will be based on weekend hours paid. If a Weekend Worker works overtime during the week, the assessment will be based on weekday

hours worked.

- g. Regarding bereavement, jury duty and subpoenaed crown witnesses, payment shall be applied on the basis of the premium rate and no payment shall be made for Monday through Friday.
10. Paid Holidays as per Schedule B - The employees who qualify shall receive eight (8) hours holiday pay at their straight time rate without additional time off.
  11. One (1) weekend (24 hours) to equal one (1) weeks vacation. The part weeks of vacation provided at Schedule "C", Article 3 (h), will be paid and not taken.
  12. When two (2) crews are involved, shift rotation shall be every two (2) weeks and shall be scheduled from 12:00 a.m. to 12:00 p.m. In the case of single crews, the schedule will be from 8:00 a.m. to 8:00 p.m. unless mutually agreed otherwise.
  13. Probation Period – For purposes of calculating the probationary period for weekend workers, hours paid will be used.
  14. Breaks and Lunch periods:
    - a. 2:00 a.m./p.m. 10 minutes
    - b. 4:00 a.m./p.m. 10 minutes
    - c. 6:00 a.m./p.m. 20 minutes
    - d. 8:00 a.m./p.m. 10 minutes
    - e. 10:00 a.m./p.m. 10 minutes
  15. The Company will meet with the union Plant Committee within the first two (2) months

and quarterly thereafter to discuss problems that may arise. A Union Steward from the weekend shift may attend these meetings if requested by the Union. He/she will be paid a minimum of four hours.

**9. NON-GUARANTEE OF WORK WEEK**

It is mutually agreed that whereas the standard work week is referred to as forty (40) hours per week, the Company does not guarantee that it will provide this number of hours work per week to all employees, but will endeavor at all times to maintain the standard schedule of hours.

## **SCHEDULE “C”**

### **VACATION PLAN**

1. The Company will grant vacations in accordance with the Employment Standards Act of the Province of Ontario and further agrees to grant additional vacations to eligible employees, such additional vacations to be determined by continuous years of service.

Employees must return their vacation forms by no later than February 28, to their respective Supervisor.

For purposes of vacation schedule, credits will be determined as of June 30th, and vacation pay will be calculated as of the second last pay received in June for the current vacation year.

2. Employees who take authorized vacation prior to June 30th will be paid their base hourly rate and Red Circle, where applicable, minus all normal deductions in each week of scheduled vacation, but such payments will not be paid in excess of the employee's actual vacation accrual at that time. For vacations taken after June 30th each year, the employee's actual vacation pay accrual (less any vacation amounts paid to the employee prior to June 30th) will be divided by his/her outstanding vacation weeks to determine the precise amount of vacation pay to be paid in each scheduled vacation weeks to be taken during the balance of the vacation year. Subsequent to June 30th, employees may request a payment of all or part of their actual vacation pay accrued provided such request is provided to Human Resources in writing two (2) weeks in advance of when the payment is required by the employee. This request for earned vacation pay will be included in the applicable weekly pay of the employee and will not require monies to be paid by manual cheque.
3. Employees will be eligible for vacation credits and vacation pay calculated on gross pay for work performed including Statutory Holiday pay and any vacation pay of the year previous, as follows:
  - a. Less than one (1) year's service - 1 week

- vacation with vacation pay of 4%.
- b. One (1) year but less than four (4) years  
- 2 weeks vacation with vacation pay of 4%.
  - c. Four (4) years but less than five (5) years  
- 2 weeks vacation with vacation pay of 5% (\* One additional week optional).
  - d. Five (5) years but less than ten (10) years  
- 3 weeks vacation with vacation pay of 6%.
  - e. Ten (10) years but less than thirteen (13) years - 3 weeks vacation with vacation pay of 8%. (\* One (1) additional week optional).
  - f. Thirteen (13) years but less than twenty (20) years - 4 weeks vacation with vacation pay of 9% (one (1) additional week optional).
  - g. Twenty (20) years but less than twenty-three (23) years - 4 weeks vacation with vacation pay of 10% (\* One (1) additional week optional).
  - h.
    - Twenty-three (23) years or more - 5 weeks vacation with pay of 11%
    - 23 yrs but less than 24 yrs: \*\*Eight (8) hrs pay with option of time off
    - 24 yrs but less than 25 yrs: \*\*Sixteen (16) hrs pay or schedule two eight (8) hour shifts of time off.
    - 25 yrs but less than 26 yrs:

- \*\*Twenty-four (24) hrs pay with option of time off
  - 26 yrs but less than 27 yrs: \*\*Thirty-two (32) hrs pay with option of time off
  - 27 yrs or more: \*\*Forty (40) hrs pay with option of time off
- i. It is understood that those Employees who are eligible for the one (1) additional week, without pay, must declare that option by designating it, by February 28th, with their respective Supervisor. Employees with more than 23 years of service may utilize their optional vacation pay or time off noted above (\*\* in h) as single days if they so choose.
4. In the event that a Statutory Holiday(s) is observed within the employee's assigned vacation period in any current year, the employee is entitled to additional day(s) off – to be scheduled as per schedule B article 7 (a). The employee may request this additional vacation day(s) be authorized as per holiday procedure immediately before or immediately after his/her vacation or at a later date in the vacation year.
5. In the event that customer requirements dictate that the plant shutdown be changed, the Union will work with Management to meet the customers' demands by mutual agreement, which will not be unreasonably

withheld.

The Union will support the Company in obtaining the necessary vacation changes in order to meet customer requirements.

There will be two (2) shut down periods of two (2) consecutive weeks through the July / August timeframe. All employees will be notified by February 1st with respect to when these shutdowns will occur.

Vacation weeks for production workers must be scheduled during the shutdown periods.

The plant will be divided into two (2) areas which shall be comprised of:

Area 1 (mills, tube processing, material handling)

Area 2 (cold draw, T-3, T3T, material handling, stockroom, quality, total plant)

All employees bid to a classification in these areas as of February 28th will designate two (2) weeks of their credited vacation as per this agreement, all non-bid employees scheduled to these areas as of February 28th will designate two (2) weeks of their credited vacation as per this agreement.

Any employee who has fewer vacation weeks than the number of shutdown weeks will be offered first opportunity to work their assigned shutdown. If no work is available, the employee will be granted unpaid leave of absence. The remaining vacations for employees in the production groups will be



granted as per the following:

1 – 5 employees in a classification on February 28th will be granted up to one (1) employee vacation at a time.

6 – 10 employees in a classification on February 28th will be granted up to three (3) employee vacations at a time.

11 – 15 employees in a classification on February 28th will be granted up to six (6) employee vacations at a time.

16 – 20 employees in a classification on February 28th will be granted up to eight (8) employee vacations at a time.

21 - 25 employees in a classification on February 28th will be granted up to ten (10) employee vacations at a time.

26 or greater employees in a classification on February 28th will be granted up to fifteen (15) employee vacations at a time.

The Company shall post vacation selections for employees' use no later than March 15th so that all shifting and bumping of vacations can take place by the end of March. If all vacation selections have been completed and an employee wishes to make a change, then all such changes will be granted on a first come, first served basis subject to the scheduling provisions contained herein.

6. An employee on Compensation will be credited with being at work for vacation

pay purposes and will be paid the applicable percentage of day rate for any hours he/she would have been scheduled to work had he/she not been on Compensation. Such credit as herein provided will be for the period of Compensation but not to exceed two (2) years from date of injury.

7. Employees terminating employment with the Company will receive payment for unused vacation credits earned to the date of separation in accordance with the provisions of sub-section (c) and with the Employment Standards Act of the Province of Ontario.
8. All employees must take their credited vacation, as determined Schedule "C" Article 3, within the current calendar year. Employees returning from lay-off as per Article 18 and/or periods of sick and accident will be required to schedule their credited vacation week(s) in accordance with the following. The Employee's gross vacation accrual will be divided by their gross weekly wage as per their classification to calculate the required weeks the employee must take in the current calendar year. The calculated credited week(s) that must be scheduled will be rounded down to the nearest whole amount. Employees wishing to take all their credited vacation as determined by Schedule "C" will be allowed in accordance of the provision contained in current CBA.

All vacation payouts will be computed on a weekly basis.

## **SCHEDULE “D”**

### **BENEFITS**

**1. Employee Benefits :**

**a. Life Insurance:**

Effective April 1, 2017	\$42,000
Effective April 1, 2018	\$42,000
Effective April 1, 2019	\$42,000

**b. Accidental Death & Dismemberment:**

Effective April 1, 2017	\$42,000
Effective April 1, 2018	\$42,000
Effective April 1, 2019	\$42,000

**NOTE:** The above Life Insurance benefit and AD & D benefit will be provided to Employees to age 65, active or retired.

**c. Weekly Indemnity :**

Eligible employees will receive payment from the first day of accident, first day hospital, fourth day of illness for a

maximum period of coverage of forty-two (42) weeks (1 - 1 - 4 - 42). Effective April 1, 2017 the rate is \$575/week. Effective April 1, 2018 the rate is \$575/week. Effective April 1, 2019 the rate is \$575 week.

The Company will continue to register the plan with the Employment Insurance Commission.

This improved benefit is accepted by the Union as satisfying any and all share(s) of the E.I.C. Premium rebates to which the Union may have been entitled to, otherwise, under the present legislation rebates shall then become directly payable to the Company.

**d.**

- i. **Manulife Drug Plan** or it's negotiated equivalent providing a \$2.00 deductible per prescription.
- ii. A \$9.00 dispensing cap provided such is reasonably available in the area. Availability to be posted annually.
- iii. Positive enrolment / coordination of benefits.

Generic drugs substitution except where overridden by prescribing doctor.

- e. **Transition and Bridge Benefit** of \$600.00 per month to the designated eligible survivor effective April 1, 2011.

- f. **Dental Plan:**

The Company will provide coverage through Manulife.

Effective January 3, 1990, the Company will cover Phase 2 Orthodontics.

Effective April 1, 2017, the above plan will be provided at the 2015 O.D.A. Schedule of fees.

Effective April 1, 2018, the above plan will be provided at the 2016 O.D.A. Schedule of fees.

Effective April 1, 2019, the above plan will be provided at the 2017 O.D.A. Schedule of fees.

The plan now covers regular nine (9) month checkups, cleaning and x-rays.

- g. **Hearing Aid Plan :**

Effective January 2, 1994, a Hearing Aid Plan will continue to be provided.

- h. **Remedial Appliances :**

Effective January 2, 1994, the Remedial Appliance Plan will continue to be provided.

- i. **Vision Care :**

Effective April 1, 2017 a vision care plan will be provided for \$225.00 coverage.

Effective April 1, 2018 a vision care plan will be provided for \$225.00 coverage.

Effective April 1, 2019 a vision care plan will be provided for \$225.00 coverage

Effective April 1, 2014 the plan provides for bi-annual eye exams which are included in and subject to the \$225 in coverage.

**j. Legal Services Plan :**

Effective April 1, 2008 the company will contribute eight (8) cents per hour, on all wage-related compensated hours, for example each hour worked including overtime and paid holidays, to the establishment of a Legal Services Plan, such plan to be part of the existing UNIFOR Legal Services Plan in effect with GM, Ford and Chrysler, with benefits commencing September 1, 1995. To be entitled for this benefit, you must have one (1) year of seniority..

**k. Extended Health Care**

**2. Dependents Benefits**

- a. Ontario Health Insurance Plan.
- b. Manulife Drug Plan, Dental, Hearing, Remedial and Vision Care Plans. (as provided above in (d), (f), (g), (h), (i), (j) and (k) and related clause(s).
- c. Effective January 2, 1994, dependent's coverage to age twenty-five (25) if

- attending a recognized school of learning.
- d. All benefits will be paid for six (6) months for the surviving spouse of active employees and retirees beyond the current month.

### **3. Pensioner Benefits**

- a.
- i. Effective April 1, 2017, Death Benefit - \$8,000 payable in event of the death of a Pensioner 65 years of age or over.
  - ii. Effective April 1, 2018, the amount will be amended to \$8,000 for Pensioners 65 years of age or over;
  - iii. Effective April 1, 2019, the amount will be amended to \$8,000 for Pensioners 65 years of age or over.
- b. Ontario Health Insurance Plan.
- c. Manulife Drug Plan, Dental, Hearing, Remedial and Vision Care Plans. (as provided above in (d), (f), (g), (h), (i), (j) and (k) and related clauses(s). This includes retirees for the remainder of this contract.

### **4. Laid off Employees Benefits**

- a. By terms of the current Collective Agreement, the Company will pay the premiums for the Drug, Dental, Life Insurance, Accidental Death & Dismemberment, Hearing Aid, Remedial Appliances and Vision Care Plans for a subscriber employee on layoff to

the end of the nine (9) months next following the month of layoff.

- b. While the Company will not assume any premium costs for employee(s) on layoff beyond the period stipulated above, it agrees, however, to allow laid-off employee(s) continued coverage under the Drug and Dental Plans at their own expense provided that advance premium payments for the retention of the plans are received by the Company. These retention concessions are subject to the terms and conditions specified by the respective private carriers and are conditional upon the following:
  - i. That the Union through its local office, will submit to the Company a list of those laid-off individuals desiring continued coverage along with the appropriate premium payments corresponding with the individual's coverage status at the time of layoff.
  - ii. That such list will also show the individual Drug and Dental Plan certificate numbers for identifications purposes.
  - iii. That the names and premium payments must be received by Human Resources by the 15th day of the eighth (8th) month following the month of layoff and each



subsequent monthly date thereafter. Receipt of such premium payment(s) will ensure coverage for the month next following.

- iv. That failure of receipt of payment(s) by the Company on behalf of the individual will result in immediate cancellation of the Drug and Dental Plan coverages without any right of reinstatement.
- v. That the foregoing extended coverage(s) will be limited to a period not to exceed the twenty fourth (24th) month following receipt of the initial payment(s) for such continued coverage(s).
- c. Due to the experience rating factor of the Drug and the Dental Plans, the Company may periodically be subjected to fluctuating premium rates. Accordingly, the Company will inform the Union, through its local office, of any increases or decreases in the applicable premium rates to be applied to the individuals who are taking advantage of the extended Drug and Dental Plan coverage(s).

**Single - \$ 156.02**

**Family - \$ 382.31**

5. **Health and Welfare Benefit Plan for Employees hired on or after April 1, 2014**

All Employees hired on or after April 1, 2014 will receive Health and Welfare benefits in accordance with this Article.

- a. All Employees hired after April 1, 2014 will receive vision, hospital, major medical, life insurance, AD&D insurance and survivor insurance benefits in accordance with those benefits provided to Employees hired prior to April 1, 2014.
- b. All Employees hired on or after April 1, 2014 may be eligible to receive retiree health and welfare benefits in accordance with Articles 5 c., d and l. below.
- c. Drugs that legally require a prescription shall be eligible for reimbursement under the Plan, to a maximum of 80% reimbursement.
- d. Dental benefits shall be subject to an annual deductible as follows:

**FROM**

Parts A, B, C &D  
\$0

**TO**

Parts A, B, C &D  
\$50/person;  
\$100/family

NOTE: Under revised benefits program, the \$100 deductible will be based on the first two members of the family who incur dental claims in a year.

Parts A, B & C benefits will be eligible for an 80% reimbursement.

Part D & E benefits will be eligible for a 50% reimbursement.

- e. The annual maximum for Parts A, B, C & D benefits will be \$2,500.00 per person per calendar year.
- f. Dental benefit claim reimbursement will be subject to a two (2) year lag, such that the fee guide in effect two (2) years prior to the date of the claim reimbursement will govern.
- g. Part A eligible expenses include: diagnostic services and examinations, radiographs, tests and laboratory examinations, case presentations, preventive services, restorative services, endodontic services, periodontal services, surgical services, and other services related to denture repairs and adjustments.
- h. Part B eligible expenses include: anesthesia
- i. Part C eligible expenses include: diagnostic services, basic restorations, extensive restorative services, endodontic services, periodontal services, prosthetic services, oral surgery, and adjunctive general services.
- j. Part D eligible expenses include: certain prosthodontic services.
- k. Part E eligible expenses include: orthodontic services.

- I. Employees shall be eligible for weekly indemnity benefits commencing on the 8th day of an illness or disability.
6. The coverage's outlined in Schedule D above will be administered in accordance with the terms and conditions established by the respective carrier.
7. The Company agrees that during the life of this Agreement it will continue its present practice of paying the premiums in full for the Insurance Benefits as provided herein.
8. Payment by the Company will cease when an employee is not actively employed except as provided under the following conditions:
  - i. During the life of an Employee who properly retires under the provisions of the non-contributory pension plan and provided the respective carrier continue to accept coverage.
  - ii. When an Employee is granted a leave of absence for personal reasons, the Company will assume no responsibility for further payments beyond the end of the third calendar month.
  - iii. In a case of extended sick leave, Sickness and Accident Insurance will terminate in accordance with the terms of the policy or when a claim is exhausted and/or in the case of sick leave and compensation, Life Insurance, Drug Plan and Dental Plan payment by the Company

will not be made beyond the end of the eighteenth calendar month.

9. When following cancellation, an Employee is reinstated under benefits, such reinstatement shall be in accordance with the regulations of the respective carrier.
10. An eligible Employee will have their fringe benefit coverages under Schedule "D" effective the first day upon return to work.
11. In the event of the discontinuance of any group benefit plan, the Company will negotiate with the Union for another carrier which will provide comparable benefits to the discontinued plan.

## **SCHEDULE "E"**

## **TIME STANDARDS**

It shall be the Company's responsibility to establish production standards and work detail specifications that:

1.
  - a. Are fair and equitable to the workers.
  - b. Are based on working capacities of a normal worker.
  - c. Give due consideration to the quality of workmanship required.
  - d. Give due consideration to fatigue, personal time and delays.
2. Full details of the Rest and Contingency allowances together with the method by which the Standards have been set, will be included in the set-ups of Standards. These set-ups, together with all the studies on which they are based, may be inspected at any time in the Industrial Engineering Office. The present system of calculating Rest and Contingency allowances will be continued.
3. A seniority Employee, when being time studied, shall perform his work in accordance with the Company's instructions and shall co-operate to give a performance representative of the actual job being studied.
4. Before the Company time-studies any job and makes a record of such job, the worker who is to be studied shall be notified in advance and shall be told the purpose of the study.
5. Where more than one operator performs

- identical operations, at least two of the operators will be studied.
6. Elements of an operation can be struck out of a time study, provided that there is an explanation of the strike-outs.
  7. As further operations are applied, a Work Detail Specification will be issued setting out the methods, material, equipment and quality to which the Standards apply.
  8. In setting the Standards, full allowance will be made for the use of safety devices in the shop, and for the observance of the proper safety routines.
  9. The principles applied to rework will be, whenever possible the operator causing rework will carry it out.
  10. Each operator will be responsible for recording the details of his/her work.
  11. The Company agrees to provide the Plant Committee Chairperson with a copy of the existing standards in effect and notice of any subsequent additions and deletions thereto.
  12. The Union shall have the right to file a grievance concerning production standards except during the first ten (10) working days of any new application of standard(s), following which the provisions of sub-section 13 shall then apply.
  13. Standards shall be temporary for a period of ten (10) working days after which they shall become established standards. Any job for

which a temporary standard or an established standard has been issued is to be recorded as measured work, from the time that the Union is notified that the standard has been issued.

14. The Union may ask for further time studies to be taken of a job in dispute. A re-study will be conducted within five (5) working days or sooner if possible, provided the work is performed on the day shift and is continued through this period and further, provided the work load in the Industrial Engineering Department so permits.
15. When a disputed time standard has been processed to Step No. 2 of the grievance procedure, the Committeeperson, upon request, will be given in writing the available studies and/or data of the job upon which this standard is based.
16. In a case where a grievance is filed protesting that a standard is unfair or inequitable and is processed to Step No. 3 of the' grievance procedure, the Union may then have the assistance of a staff member of the Union Industrial Engineering Department in examining the data pertaining to the grievance and, if necessary, will, in the presence of a Company Industrial Engineer representative, be permitted to study the operation involved.
17. An established standard shall not be changed except for the following reasons and to the



following extent:

- a. In the event of a clearly recognized clerical or measurement error which can be demonstrated to mutual satisfaction.
  - b. When a change in method, material, equipment or quality requirements does not change the established time standard 5% or more, it will be recorded and when the cumulative total of these changes amounts to 5% or more of the established time standards, the Standard Department will issue a new Standard based on a study of the element(s) involved.
  - c. Except by mutual agreement between the Union and the Company.
18. The Company will study any existing jobs with a view to make any possible changes (such as process, method, etc.) to achieve quality and productivity improvements.

## **SCHEDULE "F"**

## **SKILLED TRADES GROUP**

1. Employees in Skilled Trade classifications shall be limited to Journeyman or Apprentices. All employees in the Skilled Trades group are subject to the provisions of the Collective Agreement, except as specifically covered in this schedule.

## **JOURNEYPERSON QUALIFICATIONS**

2. A Journeyman engaged by the Company shall mean one who:
  - a. Presently holds a Journeyman classification in the plant in a Skilled Trades occupation, or
  - b. Has served a bonafide apprenticeship and has a certificate to substantiate his/her claim for such apprenticeship service, or
  - c. Has had eight (8) years of practical experience in a Skilled Trades classification in which he/ she claims Journeyman designation and can prove same, or has a recognized Unifor Journeyman card.
3. Data substantiating the qualifications of a Journeyman or an Apprentice will be made available to the Skilled Trades Committeeperson upon request.

## **HELPER DEFINITION**

- The duties of a Helper/Non-Bid employee as provided within the trades classifications shall be to assist a Journeyperson and he/she will not be assigned nor will he/she perform any duties by which a Journeyperson is recognized.

### **RATE PROVISIONS**

- Rates negotiated for each classification shall be the guaranteed rates. The Skilled Trades Committeeperson will, at his/her request be informed of the rate or classification of any member of the Skilled Trades group.

### **DAY RATES (SKILLED TRADES)**

- The day rates of pay as set forth hereunder will apply for the life of this Agreement, as provided by 32 (b) in the body of the Agreement.

#### **DAY RATES (SKILLED TRADES)**

<b>Classification</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>	<b>April 1, 2019</b>
<b>Skilled Trades</b>			
<b>Department</b>			
Skilled Trade	34.06	34.40	34.74
Team Leader			
Electrician	33.68	34.02	34.36
Plumber & Pipefitter	33.68	34.02	34.36
Tool & Diemaker	33.68	34.02	34.36
Millwright/ Machine Repair	33.68	34.02	34.36
Ivara Trades	33.02	33.35	33.68

## **SKILLED TRADES SPECIAL WAGE ADJUSTMENT**

Sixty-six cents (\$0.66) per hour effective April 1, 2017. This affects Millwrights, Electricians, Tool & Die Makers and the Plumber classifications.

A Skilled Trades Bonus will be effective on the date of ratification. It will be paid in the amount by which 15% of the Group Average Incentive Earnings (GAIE) exceeds the \$0.50 adjustment in the first year of the Collective Agreement, in the amount by which 30% of the GAIE exceeds \$1.00 in the second year of the Collective Agreement and the amount by which 45% of the GAIE exceeds \$1.50 in the third year of the Collective Agreement. The GAIE will be calculated based on the formula provided by the Company on December 15, 1999. The GAIE will be calculated quarterly based on the Group Average Incentive Earnings of the previous quarter's average and paid weekly.

### **ACTING SUPERVISOR**

7. An hourly employee shall not be appointed Acting Supervisor for more than a total of six (6) months per year. Exceptions to the above will be replacements for supervisors who are on a temporary prolonged leave for health or other reasons and who will resume their position upon return.

**NOTE:** When appointed acting Supervisor, by the Company the employee will for the duration of such an appointment, receive 80¢ per hour over and above his/her average earned rate.

## **LEADPERSON**

8.
  - a. A Leadperson shall be a Skilled Trades employee who, while engaged in his/her regular occupation, leads or processes the work of two or more others in his/her own department.
  - b. Only a Journeyperson shall be considered as a Leadperson.
  - c. A Leadperson shall have seniority as a Journeyperson in his/her respective trade and shall be subject to all the provisions of the Skilled Trades schedule.
  - d. Unless provided otherwise in the classifications a Leadperson shall receive twenty (20) cents per hour above the top' rate of the trade supervised.
  - e. The Company agrees to special on the job training, related to special equipment, on Company time.
9. When it is of mutual benefit because of technical progression the Company will facilitate the advancement of skill and knowledge within the applicable trade.

## APPRENTICES

10.

- a. The Apprenticeship Plan as provided shall be considered as forming part of the Skilled Trades provisions.

The Company will allow Apprentices time off with pay at straight time earnings in order to write their Certification of Qualification exam.

The Company intends to continue with the apprentice programs after the current apprentices have obtained 6000 hrs. It is the Company's intent to hire Apprentices in the electrical, Millwright Machine Repair and Tool & Die depending on business activities and economical conditions.

Apprentices will be assigned to work under the direction of a Journeyman Tradesperson only. Upon completion of 6,000 hours, an Apprentice will be allowed to work on their own. Apprentices who have reached 6,000 hours, completed their intermediate training and are in full shift rotation will be afforded the opportunity to shift exchange with journeymen in the same trade classification.

Apprentices will be expected to write

certificate of qualification exams within (3) months of successful completion of the Apprenticeship Program, unless otherwise agreed upon by the Company and Apprentice Committee.

**Apprentice Shift Schedule:**

- 0 to 2,000 hours – Day shift only
- 2,000 to 6,000 hours – Day shift and Afternoons
- 6,000 and over hours – Midnights, Day shift and Afternoons

Apprentices in the Electrical and Machine Repair/Millwright classification will normally be rotated between Zone 1 and Zone 2 at six (6) month intervals.

The Board Allowance shall be increased to \$250, effective December 20, 1999.

- b. The Company has provided the union with a letter regarding classroom fees for apprentices.

**APPRENTICE OVERTIME**

The Company will continue with the practice

of asking all Journeymen Tradespersons before Apprentices. Apprentices may be asked to work overtime before Journeymen Trades people to continue a job in progress, or, by mutual agreement, for a specific project or training.

### **ACQUIRING SENIORITY**

11.

- a. New employees (except Apprentices) shall have their seniority established in accordance with probationary clause eleven (11) of the Collective Agreement and in their respective trade.
- b. Any employee working in any of the Skilled Trades listed herein shall at the signing of this Agreement have his/her seniority established in the following manner.
  - i. Seniority presently acquired where such employee has Journeyperson status.
  - ii. After the signing of this Agreement, anyone transferred into the Skilled Trades group shall have seniority in the Skilled Trades group as of the date of entry into that group.
  - iii. Employees who are working in a trade department who are not classified as a Journeyperson shall have their seniority established under the general provisions of the Contract.



## **TRANSFER ON JOB BID**

12. When an employee is transferred through job bidding procedure to a Skilled Trade classification, he/she will be considered as a probationary employee for one hundred (100) working days, and, if he/she is transferred out within the one hundred (100) working day period, he/she will return to his/her original department without loss of seniority or job classification.

## **LAYOFFS & RECALLS**

13. In the event of a reduction of work, Journeyperson employees working within their Skilled Trades classification shall be laid off in the following order:
  - a. Temporary or probationary employees in Skilled Trades classifications (with the exception of Apprentices) will be laid off first when a reduction of the force is necessary within their respective classification, on the basis of date of entry.
  - b. When a reduction of the work forces is necessary within a respective classification an employee will be transferred under the terms outlined in the general contract provisions firstly, or they may elect to take a lay off and maintain seniority in their trades classification. An employee so exercising his/her right to transfer to employment

in another department or choosing to elect to take lay-off shall return at the earliest opportunity to his/her original Skilled Trade classification. Failing to do so, he/she shall then forfeit his/her claim to recall to his/her former Skilled Trades occupation.

## HOURS OF WORK

14.

- a. The standard working week for an employee(s) shall be forty (40) hours composed of eight (8) hours per day, Monday to Friday inclusive. Standard daily shift hours of work are as follows:
  - 1st shift - 12 midnight to 8:00 a.m.
  - 2nd shift - 8:00 a.m. to 4:00 p.m.
  - 3rd shift - 4:00 p.m. to 12 midnight.
- b. (Any exception to the above shall be by agreement between the Company and the Union).

Mill Utility Electrician	Hours of work may be scheduled as 7-3. Overtime will not be paid for 1st hour 7-8. If employee doesn't want to participate, they may opt to work 8-4.
Motor Mechanic	
Oiler	
Maintenance Helper/ Labourer	

15.

## OVERTIME – SKILLED TRADES

- a. It is the function of the Company to determine when overtime is necessary and to schedule overtime work.
- b. Any offer of overtime which is given at least ten (10) working hours prior to the overtime and which is refused will be credited to the employee for purposes of equalization of overtime.
- c. The Union agrees that it will not, in any way, seek to discourage performance of scheduled overtime work.
- d. The Company agrees that overtime is to be spread out as equally as is practical among the employees in their classification, with consideration to be given employees with existing overtime inequities. A record of overtime worked for each employee will be posted each day for employees use.

The Company will initially offer overtime to the employees on the bid job on the shift. Thereafter, the Company will offer the overtime where possible to the senior employee on the bid job on the off-shift who has the lowest hours. The Company will record hours paid refused/not available, including the premium portion of the opportunity, but the twenty eight (28) hour level will not be used to determine when to go off shift. The Company will schedule

overtime on the basis of Monday to Sunday (with the exception that an employee who commences vacation on the Monday will not be offered overtime during the scheduled vacation).

The Company will meet with the Union on a quarterly basis to ensure that the equalization of overtime is operating correctly. For equalization purposes, only hours paid, refused or not available, including the premium portion of the opportunity, in an employee's own bid job will be recorded.

- e. Employees excluded in Clause 2 (recognition) will not be allowed to perform any work normally performed by employees in the bargaining unit except in cases of emergency, instruction, experimental and development work on machinery or equipment.
- f. Hours of work may be changed without overtime provisions being applied by mutual consent of the Company and the Union. Such support will not be unreasonably withheld.
- g. Employees not reporting for overtime as scheduled will be charged two times (2X) the missed opportunity, unless a reason satisfactory to the company is provided.
- h. Employees, when asked if available

for overtime will inform supervisors of all shifts available (even though they may not be available for their own shift). Overtime will be afforded as per Schedule F article 15.

- i. All work performed in excess of the standard working shift shall be paid for at the rate of time and one-half on average earned rate for the day.
- j. All work performed on Saturday shall be paid for at time and one-half and all work performed on a Sunday, or a Statutory Holiday shall be paid for at double time, based on average earned rates.
- k. Skilled Trades personnel will be paid at the double time rate for any hours worked in excess of ten (10) consecutive hours from Monday through Friday. Skilled Trades person will be paid at the double time rate for any hours in excess of eight (8) hours on Saturday.

### **OVERTIME – SIGN-UP**

- 16.
  - a. Sign up sheets for each classification will be posted in Supervisor's office no later than 2:00p.m. each Monday (Tuesday if Monday stat holiday).
  - b. Employees wishing to work the scheduled

overtime would sign up under the appropriate day and shift on the sign up sheet based on the posted overtime notification. When an employee signs up for overtime, they are to indicate at that time as to their availability to work a shift other than their own.

- c. The sign up sheet shall remain posted until 2:00 p.m. (noon if Friday a stat holiday) Wednesday afternoon. An employee who has signed up for overtime will have the right to inform his/her Supervisor to remove his/her name from the list up to this time without penalty. If work is available, he/she will be charged.
- d. When an employee is absent up until Wednesday at 2:00 p.m., (noon if Friday a stat holiday) he/she will notify their Supervisor of their intent to work the specific days requested.
- e. In the event that employees wish to sign up after Wednesday 2:00 p.m. they will be given the opportunity up to noon Thursday. This will be done verbally to the on shift maintenance supervisor. Preferential treatment will be given to employees signed up by Wednesday 2:00 p.m. (clause not applicable if Friday is a stat holiday).
- f. The list of employees scheduled to work overtime will be listed on the communication

board no later than Thursday 2:00 p.m. (Wednesday 2:00 p.m. if Friday a stat holiday). Additional work requirement will be given to employees signed up first.

- g. If an employee signs up and no work is available or overtime is cancelled, he/she will not be charged.
- h. Employees who do not sign up, but work was available in their classification, will be charged for hours refused if entitled.
- i. For unscheduled overtime requirements (either extended or full) the supervisors will ask for volunteers using low hours, on shift employees and seniority as per the collective agreement.
- j. Overtime will be afforded as per Schedule F Article 15.

### **BANKED OVERTIME**

- 17. Banking overtime is subject to the following conditions:
  - i. Only overtime worked on Saturdays and Sundays may be banked.
  - ii. Employees must provide the Company with a declaration that the employee intends to bank the overtime prior to the overtime being worked.
  - iii. Employees must provide the Company with a minimum of eight (8) days' notice of request to use banked overtime hours. Employees

- will be provided a form.
- iv. Use of banked overtime hours will be granted at the Company's discretion, with regard to operational requirements.
  - v. No more than four (4) employees may use their banked overtime hours at any one time.
  - vi. Requests will be granted based on seniority.
  - vii. Banked overtime is to be taken in either four (4) or eight (8) hour increments.
  - viii. Overtime hours may be banked to a maximum of forty (40) hours per year, non-cumulative.
  - ix. The Company will pay out all unused banked overtime at December 31, or on the next following regular pay date. At the employees request the company will pay out any portion of unused banked overtime in four (4) or eight (8) hour increments on the following pay period.
  - x. Only the straight time hours may be banked. The premium pay for overtime worked is paid on the employee's next regular pay date. For clarity, if an employee works eight (8) hours of overtime at time and one half, they will be paid four



(4) hours pay on their next pay day and will be permitted to bank eight (8) hours.

- xi. Overtime will be banked at the employee's bid rate.

### **REPRESENTATION**

- 18. The Company will recognize and the Skilled Trades group will select a Journeyperson representative for the purpose of grievances, appeals and bargaining. When Skilled Trades issues' are involved during contractual negotiations the Company will recognize an additional Journeyperson if requested by the Union.

### **CONTRACTING OF WORK**

#### **Contracting Out for the Maintenance Manufacturing Engineering Group**

- 19. Provided that time, quality and cost factors are reasonably equitable, no work will be contracted to outside Contractors in the plant where seniority members are not fully employed unless on the basis of negotiated agreement between Union and Management. It is recognized and understood that, at times and for various reasons it is not considered practical or advisable for certain work to be performed in-house. The Company reserves the right to decide how and by whom any work is to be performed.

- a. It is the policy of the Company to fully utilize its own employees in the skilled trade classification in the performance of maintenance, fabrication and installation of equipment customarily performed by the skilled trades workforce in the plant, provided we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality or within determined time lines without compromising existing maintenance programs and work schedules.
- b. If scheduled work which is under the control of the Maintenance Manufacturing Engineering departments has been awarded to and outside contractor on a time and material basis within the plant and overtime opportunities (additional to worked stipulated with contractor) are required, an equal amount of ArcelorMittal Trade employees (within the effected classification) will be offered the same opportunity for such overtime.
- c. If outside contractors are awarded a major project contract by the Maintenance/Manufacturing Engineering departments and working within the plant and overtime opportunities are

- required and a skilled trades launch team is assigned the most prevalent trade on the launch team will be given the same opportunity for such overtime.
- d. Maintenance management shall meet no less than semi-annually with the skilled trade's committeeperson to review projected workloads regarding the installation, maintenance and repair of existing or new equipment.

The company agrees to notify the Skilled Trades Committeeperson, in writing prior to contracting out of work, which is under the control of Maintenance/Manufacturing Engineering departments, with a copy to the Plant Chairperson, except in the case of an emergency, in which case verbal notice will be given. Notice will be given fourteen (14) days in advance, when possible.

To meet customer requirements and improve efficiency, the Company must be supplied with adequate Skilled trades coverage. If the situation cannot be resolved, between the Company and the Union, the Company will make other arrangements, which many include the use of contractors.

## **UPGRADING OF SKILL LEVEL**

20. The Company is endeavoring to upgrade the skill level of all our employees. All trades people will continue to be afforded the opportunity to receive specialized training in their specific trade. When practical our skilled people will be given the opportunity to formally apply said training. The Company will develop a Skilled Trades training schedule which will be presented to the Skill Trades Committeeperson.

### **TRAINEE ASSIGNMENT**

- 21.
- a. For training purposes, the Company may select and assign a number of trainees, not in excess of 3% of the Skilled Trades work force, to do work regularly performed by Employees covered by this Agreement. It is agreed that no bargaining unit employee will be laid off as a direct result of a trainee(s) work effort and trainee(s) will not be assigned to plant duties for the sole purpose of increasing production. However, it is mutually understood that, as a result of their gaining practical experience it will be inevitable that such trainee(s) will affect limited amounts of production work.
  - b. During the above training period, no

hourly paid worker shall suffer a rate reduction because of such assignment, nor will any trainee(s) be assigned to perform work that would displace an employee from his/her classification in the department or division. Each trainee shall be introduced to the Committeeperson concerned.

### **TRADE COUNCIL DEDUCTION**

22. The Company will, apply one annual dues deduction from Journeypersons for membership in the Skilled Trades Area Council. Such deduction will be applied in January of each year and remitted to the Financial Secretary of the Local Union. All Journeypersons are required to pay these annual dues.

### **TOOL ALLOWANCE (SKILLED TRADES)**

- 23a. The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed. To guarantee the proper tools and equipment are utilized, the Company will consult with the qualified Tradesperson on the development of a tool list for the purchase of such equipment and tools. Apprentices will be supplied with a tool box.

- b. Effective April 1, 2003 a \$275.00 Tool Allowance will be paid (with receipts) to all Tool & Diemakers and Tool & Die Apprentices for replacement and maintenance of personal tools on their hiring anniversary.

## **SKILLED TRADES VACATION**

24.

- a. Skilled Trades will return their vacation forms by February 28th to their Supervisor
- b. The Company will grant vacations to employees in the Tool and Die Maker, Electrician, and Millwright classifications as outlined in Article 24.b.i, 24.b.ii, 24.b.iii and/or 24.b.iv.
  - i. If the number of employees in a classification as outlined in article 24.b. is fifteen (15) or lower on February 28th, the company will grant vacations up to four (4) employees at a time.
  - ii. If the number of employees in a classification as outlined in article 24.b. is sixteen (16) up to and including (20) on February 28th, the company will grant vacations up to five (5) employees at a time.
  - iii. If the number of employees in a classification as outlined in article

- 24.b. is twenty-one (21) or greater on February 28th, the company will grant vacations up to six (6) employees at a time.
- iv. During the designated full or partial 2011 summer shutdown the company will grant up to six (6) electricians, seven (7) millwrights and six (6) tool and die makers vacation. This will apply to a maximum of one (1) two (2) week period per year.
  - v. All skilled trades classifications not mentioned in article 24.b. including apprentices will be granted vacations in accordance with the provisions of the Collective Agreement.
- c. Beginning in 2012, there will be two (2) shut down periods of two (2) consecutive weeks through the July/August timeframe.  
Employees within the Skill Trades classifications mentioned in 24(b) will be granted vacations in accordance with Articles 24(b)(i), 24(b)(ii), and 24(b)(iii). Furthermore, the Company will grant two (2) additional employees vacation allotment during these designated shutdown periods.
- d. It is the Company's responsibility to notify junior employees affected under

Article 24 vacation's allotments no later than one (1) week after the closing date (February 28), [by the end of the first week of March], if necessary changes have to be made these changes must be made by employees affected, no later than the second week after the closing date (February 28), [by the end of the second week of March].

Any vacation changes made after the final closing date will be based on a first come, first serve basis, regardless of the departmental seniority.

## **TRANSFER TO SALARY POSITION**

25.

- a. The appointment or selection of trades persons for any salary position not subject to the provisions of this agreement, is not governed by this agreement, but if any trades person on a seniority list, is or has been so transferred or appointed and later is transferred back to the position which is governed by this agreement within six (6) months, then the seniority which he/she accumulated in such a salary position, shall be counted as service for seniority purposes. After six (6) months, seniority shall be lost. One (1) occasion only. During such



- appointment / selection the employees will continue to authorize the company to deduct from his/her wages such fees, dues and assessments as may be required to remain in the union in good standing.
- b. Upon transfer back to the bargaining unit, within the six (6) month window, trades persons will return to their respective trade classification.
  - c. No member of the bargaining unit will be laid off or fail to be recalled from lay off in the event of an appointed / selected employee being transferred back into the bargaining unit.

### **TOOL & DIE TASK GROUP**

- 26. The Company and the Union agree to set up a task group made up of several Tool & Die makers, the Skilled Trades Committeeperson and/or Plant Chairperson and representatives from the Company with the intention to look at ways to reduce the amount of outside contracting and to develop a machine replacement plan in the Tool Room. All recommendations made by the task group must be justified and cost effective and require the approval of top Management. The Company and the Union agree to meet quarterly as a minimum.

### **TECHNOLOGY COMMITTEE**

27. Two (2) members of the Skilled Trades group as well the Skilled Trades Committeeperson. Two (2) members representing the company as well the Maintenance Engineering Group Leader will be recognized as the Technology Committee.

The purpose of the committee is to review new programs, equipment, processes and training programs. This committee will jointly develop training programs. The Technology Committee will meet on a minimum quarterly basis.

Time permitting the recommended training may be completed prior to new equipment installation if all cost justifications and approvals are obtained.

### **License Renewal and Membership to College of Trades Fees**

28. The Company will pay the full cost of license renewal and the cost associated with membership in the College of Trades. Skilled Trades on Lay-Off are not eligible, this will be reimbursed after a receipt is presented.

## **29. Call Back**

An employee called back on an emergency breakdown after completing his/ her regular shift and having left the plant or on a Saturday, Sunday or Statutory Holiday not previously scheduled, shall be paid a minimum of four (4) hours at applicable overtime rate.

## **LETTERS OF UNDERSTANDING**

Unless expressly set out and included in this Collective Agreement, all other Letters of Understanding entered into between the parties are null and void and are not in force and effect and may not be relied upon by either party.

### **Employee Involvement**

The Company, the Union and the Company's employees agree to the importance of Team Work and Continuous Improvement as being critical factors to our future success in the marketplace. In this spirit, the Company, the Union and the Company's employees will continue to work cooperatively to make improvements in areas including, but not limited to, safety, productivity, quality, elimination of waste (material, scrap, operating supplies, energy, etc.) and cost reduction and to otherwise provide overall superior customer service and satisfaction.

## **Annuities**

Effective April 1, 1994, the parties agreed to the purchase of annuities which provide for payments which are not incorporated in the pension plan. In the event that, under the conditions of a plant closure, whether due to insolvency, bankruptcy or other financial limitations, the Company is unable to fulfill its obligations in respect of these annuities, ArcelorMittal Woodstock agrees to make these annuity benefits available to those employees who are eligible to elect to receive them during the term of this Collective Agreement.

## **Early Retirement With 10 Or More But Less Than 30 Years Of Credited Service**

For an employee who retires prior to his/her normal retirement date during the period from April 1, 2017 to March 31, 2020 pursuant to Section 5.02 of the Pension Agreement and who, at the date of his/her retirement has attained age 60 and has ten (10) or more, but less than thirty (30) years of credited service, the Company will either purchase from an insurance company or pay directly, an annuity contract in the employee's name to provide the employee with a monthly pension equal to the difference between the amount of the monthly pension computed in accordance with Section 6.01 and the amount of monthly pension computed in accordance with Section 6.03(2)(B) of the Pension Agreement.

## **Early Retirement Offer - Age 57 With 30 Years Of Credited Service**

The Company offers any hourly employee who is at least fifty-seven (57) years old and has thirty (30) or more years of credited service at his/her date of retirement occurring during the period from April 1, 2017 to March 31, 2020 , a temporary monthly pension equal to the bridging benefit rate in effect at the employee's date of retirement, as detailed in Schedule "A" of the Pension Agreement, multiplied by the employee's credited service to his/her date of retirement, to maximum of thirty (30) years.

This temporary monthly pension would commence on the employee's date of retirement and would cease on the earlier of the first day of the month immediately following the employee's date of death or the first day of the month immediately following the employee's attainment of age sixty (60), at which time normal bridging benefits from the pension fund will begin, except in the case of death.

This temporary monthly pension described above will be provided to the employee through an annuity contract purchased by the Company from an insurance company in the employee's name.

### **National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

### **Tuition Reimbursement**

1. The course of study must be work related (including secondary school courses) and approved in advance by the employee's Department Manager.
2. The course must be certified as having been successfully completed and receipts provided before reimbursement.
3. The employee will be responsible for working his/her scheduled shift or for obtaining a shift change in accordance with the Company's procedure.

### **S.U.B. Fund**

The Company will maintain the S.U.B. Fund at normal level and will not fall below an 80% minimum level for the term of the contract.

Employees with at least one year's seniority are eligible to collect up to thirty-two (32) weeks of benefits in accordance with the S.U.B. Plan.

### **Past Service Adjustments**

The Company will give credit for pension purposes to employees for the year 1978 to 1989 in accordance with the list attached hereto for credited service lost due to layoffs. If there is an error in this list, the parties will act reasonably in resolving and failing agreement any dispute may be referred to arbitration. If this amendment does

not receive the required approval from Revenue Canada, the parties will meet to determine an alternative method for providing the benefit, provided it will not result in any additional cost to the Company.

Employees who retired during the period of November 4, 1996 to March 31, 1997 will have their basic monthly pension increased to the amount that takes effect April 1, 1997 (\$26.50).

Employees who retire prior to January 1, 1990 will be paid a \$300 lump sum payment in each year of the Collective Agreement.

These pension increases will be retroactive to the date of retirement. Indexing as of 1/1/94 will be recalculated on the basis of the \$21.00 basic benefit amount, and each eligible retiree will receive a lump sum payment equal to \$1.50 times credited service for each month between the date of retirement and April 1, 1994.

# **HEALTH AND SAFETY**

## **COMPANY DUTIES**

1. The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines.

## **JOINT HEALTH, SAFETY, ERGONOMICS & ENVIRONMENTAL COMMITTEE**

2.
  - a. The Company and the Union agree to maintain the established Joint Health, Safety and Environmental Committee in accordance with the Occupational Health and Safety Act, its regulations, codes and practice and guidelines. The Union representation on this Committee shall be chosen by the Union. At no time shall the number of Company members be allowed to out number the amount of Union members. The three (3) Union representatives will be elected or selected at large.
  - b. Two co-chairpersons shall be selected



from and by the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee. The other co-chairperson shall be a Company member.

- c. The Union co-chairperson shall be allowed time as required on health and safety issues. He or she shall be paid at the same rate of pay as he or she was paid prior to being chosen for the position and shall receive raises according to the negotiated increases in the Collective Agreement.
- d. The Committee shall assist in creating a safe, healthy and ergonomically sound place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environment program and shall promote compliance with appropriate laws, regulations, codes of practice and guidelines.
- e. Without limiting the generality of the foregoing, the Committee shall:
  - i. Determine that inspections have been carried out at least once a month.
  - ii. Determine that accident and incident investigations have been made.
  - iii. Recommend measures required to

attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.

- iv. Union members on the Health & Safety Committee can participate in and keep record of all types of inspections and work refusals.
- v. Consider recommendations from the workforce with respect to health, safety and environmental and ergonomic matters and recommend implementation where warranted.
- vi. Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairperson for the review of:
  - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention;
  - remedial action taken or required by the reports of investigations or inspections; any other matters pertinent to health,

safety, ergonomics and the environment.

- vii. Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety, ergonomics or environmental matters.
- f. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

### **EDUCATION AND TRAINING**

- 3. Three bargaining unit members of the Joint Health, Safety, Ergonomic and Environmental Committee will attend the Workers Health and Safety Agency Certification Course (3 weeks) and training in ergonomics. Such courses will be selected by mutual agreement between the Union and the Company. The Company will pay the cost of the courses, the employees' wages, and the cost of mileage and lodging, if required.

### **DISCLOSURE OF INFORMATION**

- 4. The Company shall provide the Union and Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This

information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

## **RIGHT TO ACCOMPANY INSPECTORS**

5. The Union co-chairperson or alternate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector out of earshot of any other person.

## **LOCKOUT PROGRAM**

6.
  - a. Both parties recognize the need for a lockout procedure.
  - b. The lockout procedure and training program shall be developed by the committee.
  - c. Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training.
  - d. The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment is locked out before being repaired, maintained or set up.

- e. No Supervisor or employee shall remove another person's lock.

## **RIGHT TO REFUSE**

7.

- a. The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person.
- b. When a worker exercises his or her right to refuse, he or she shall notify the Supervisor who shall promptly notify a Union and a Management representative on the Health & Safety Committee who shall participate in all stages of the investigation.
- c. The Company shall ensure that no worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the Union Health & Safety representative.
- d. If the Union Health & Safety representative and the Management Health & Safety representative cannot agree on a remedy to the work refusal, a government inspector shall be called in.
- e. No employees shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

## **GRANDFATHERED CLASSIFICATIONS**

The Company and the Union agree that Grandfathered Job Classifications will not be part of the Collective Agreement, and therefore, will not be rebid. However, the Company and the Union agrees that until all of the Grandfathered employees either retire, bid out of a Grandfathered classification or agree to give up their Grandfathered position, the Grandfathered job classifications will be recognized.

## **SUBSTANCE ABUSE ASSISTANCE**

The Company and the Union mutually agree that assistance for substance abuse will be made available for any employee on a per need basis.

## **LETTER OF UNDERSTANDING**

Further to discussions held between the Company and the Union during the process of negotiations for the next collective agreement, the Company confirms its intention to cover the cost of the fees associated with the classroom portion of apprenticeship training, for the term of the agreement.

## **ALTERNATIVE WORK SCHEDULE**

During the current negotiations, the parties discussed at length the advantages of an alternative work schedule which would accommodate the needs of our employees and at

the same time recognize the Company's needs to maintain quality, efficiency and capacity utilization. In meeting these objectives it was further recognized that such a work schedule, while maintaining current compensation levels, must not represent an increase in cost to the Company. During the current negotiations, the parties further discussed the advantages of alternative work schedules due to the changing dynamics of the industry. Accordingly, the parties recognize that alternative work schedules could be a strategy to increase capacity utilization and a factor contributing to the enhancement of employee job security.

As a result of these discussions, the parties agreed to establish a joint study group comprised of the Union bargaining committee and an equal number of representatives designated from the Company. The joint study group will be responsible for examining different operating approaches, including alternative work schedules, which are currently being experimented with or utilized within the industry to maximize capacity utilization. The results of the joint study group will be communicated to both the Company and the Union and that subsequent to an agreement between the parties, the agreement would require ratification of the UNIFOR membership prior to its implementation.

## **EXCESS HOURS OF WORK AGREEMENT**

The parties hereto agree as follows:

1. The parties acknowledge that:
  - a. the Company operates a manufacturing facility in Woodstock Ontario;
  - b. the Union has bargaining rights for certain employees at the above-noted facility (the “Employees”) and the parties have entered into a collective agreement (the “Collective Agreement”) for the above-noted facility.
  - c. from time to time, the Employees work hours in addition to their regular work hours (as either specified or agreed upon as such), which may result in the Employees working hours in excess of the maximum daily and/or weekly hours of work permitted by subsection 17(1) of Ontario’s Employment Standards Act, 2000 S.O. 2000, c. 41, as amended (the “ESA, 2000”).
2. The parties enter into this Excess Hours of Work Agreement in accordance with subsections 17(2) and (3) of the ESA, 2000 in order for the Company to permit the Employees to work hours in excess of the maximum daily and/or weekly hours of work permitted by subsection 17(1) of the ESA, 2000 and the provisions of the Collective Agreement.



3. From time to time and as may be required, the Employer may offer Employees the opportunity to voluntarily work hours in addition to their regular work hours to meet the Company's operational needs. These hours would be subject to payment for overtime hours in accordance with the Collective Agreement.
4. When Employees are offered the opportunity to voluntarily work hours in addition to their regular work hours, the Employees may work these additional hours up to a maximum of 12 hours per workday and/or 60 hours per workweek (except where there are emergency circumstances for working beyond these limits in accordance with Section 19 of the ESA, 2000, subject to payment for overtime hours in accordance with the Collective Agreement.
5. The Company will seek approval from the Director of Employment Standards in accordance with the provisions of the ESA, 2000 to permit the Employees to voluntarily work up to a maximum of 12 hours a day and 60 hours per week. If such approval is granted, the Employees will not work more than the specified number of excess hours approved by the Director of Employment Standards.
6. The Agreement comes into effect on March 31, 2010.

7. This Agreement shall not alter or amend any provisions of the Collective Agreement between the parties.

### **SHIFT ROTATION PRACTICES**

The Company agrees to maintain the current long standing shift rotation practices presently in place. All employees will be afforded the opportunity to shift rotation with the understanding that this practice will be fairly equalized among all seniority members. The Company agrees to meet with the Union when necessary to ensure that shift rotation practices are done correctly, in the event of a dispute, the Company and the Union will work together to resolve any issues by mutual agreement.

Shift rotation practices in regards to returning from scheduled vacation will be as follows (production only):

- i) When returning mid rotation, employees may be scheduled to the open position in a classification, seniority permitting.
- ii) When returning at the end of a rotation, the employee will keep their previously scheduled rotation in their classification, seniority permitting.

## STEEL STORES

The Company and Union having held discussions surrounding the changing market place demands, the critical need for continuous improvement as to the inventory control in the Steel Stores area and how these factors play an important role in the future success of operations at ArcelorMittal, Woodstock, agreed to the following L.O.U.

The parties agreed to the amalgamation of the following classifications: Steel Stores Trucker, Steel Stores Receiving Crane, Non Bid Receiving Assignee, and Steel Stores Operator into a Singular Job bid in which all duties of each classification as per Schedule "A" Article 7 become blended into the Steel Stores Operator bid, with the following conditions to be adhered to:

1. All current operators in the affected classifications will be given first opportunity to transfer into the newly crafted bid with the intent and in the spirit of Article 15(g)(i)(ii).
2. The current operator holds rights to the Steel Stores trucker bid will maintain the current base rate of pay and red circle (No economic loss) at time of signing of this agreement and the Operator's agreement to transfer into the Steel Stores Operator bid. Further to this the Company will continue to recognize the employee's right to a

Grandfather to the Steel Stores Trucker bid.

3. The Company agrees to schedule one Steel Stores Operator per shift into this classification to support the Mill Department when this department is scheduled to operate on more than one shift.
4. The Company and Union agree to meet and discuss any circumstances that may arise due to the amalgamation of the mentioned classifications and to find mutually agreeable solutions to the situations.
5. The Company and Union agree that this L.O.U. will not serve as a precedent or in any way prejudice the Company's or Union's rights or position in any other situations.
6. This Letter of Understanding shall remain in effect until the expiration of the current Collective Agreement.

## **JOINT ANTI-HARASSMENT POLICY LETTER BETWEEN ARCELORMITTAL, WOODSTOCK AND UNION**

The parties discussed Human Rights issues in the workplace, and have committed to implementing this letter of agreement for the benefit of ArcelorMittal Woodstock Employees.

This letter of agreement should be read in conjunction with the Company policy on Workplace Harassment.

### **Workplace Harassment Defined**

Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, color, sexual orientation or other grounds prohibited by applicable human rights laws. At ArcelorMittal Woodstock all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

### **Obligation of Employees**

Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the company or the union as soon as possible. If the Company/Union are not made aware of any issues of harassment they may be unable to address such issues. Employees are

obligated to not engage in acts of harassment.

## **WHAT HARASSMENT IS NOT**

Properly discharged supervisory responsibilities including disciplinary action is not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are part of life in ArcelorMittal Woodstock.

### **Filing a Complaint**

If an employee believes that he/she has been harassed on the basis of any of the ground stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible
- Document the event(s), complete with the time, date, and location, names of witnesses and details of each event if possible.
- If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee should:
  - lodge a complaint either directly through a person on his/her behalf with any company or union representative.

### **Investigation**

In minor cases, the company and union agree that the union and the company may try to resolve a harassment complaint informally using the Internal Procedure without a full investigation when so requested by the complainant. All cases

of harassment will be handled by the Manager of Human Resources and Union Human Rights Representative.

The outcome of this attempted resolution will be communicated to both the union and the company. If the complainant disagrees with the attempted resolution, or if the complaint involves more than minor issues there will be a joint investigation of the complaint. Once informed of a complaint requiring joint investigation, the human rights representative will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one woman.

The joint investigation will include an interview of the complainant and may include interviewing the alleged harasser, witnesses and other persons identified in the complaint. It is the intention of the Company and Union that, in most cases, the investigation will take place within (5) days and shall be concluded fifteen (15) days of the lodging of a complaint. An extension to the time limits may be necessary in some cases.

The interview timing and location will recognize the need to maintain confidentially the identity of the complainant to the fullest extent possible and only persons with a need to know will be informed of the complaint. Records of the

investigation, including interviews, evidence and recommendations will be securely maintained in the office of the Company Manager of Human Resources with access given to the Union Human Rights Representative upon request.

### **Resolution**

Upon completion of their joint investigation, the investigators will present their report to the Manager of Human Resources and Unit Chairperson. The company agrees that within 14 days of receiving the joint investigation report the company will make a conclusion and final resolution of the complaint.

Violation of this policy may lead to discipline up to including termination.

The purpose of this policy and procedure is to allow the UNIFOR and ArcelorMittal Woodstock the opportunity to address and resolve the internal problems related to the objective of achieving a harassment free workplace. This policy and procedure in no way precludes the complainant's right to seek action under the applicable human rights legislation.

The parties also agree to communicate this information about the procedure to the workforce prior to (date) through local union newsletters, bulletin board notice and company publications.



## **OUT OF COUNTRY TRAVEL**

Employees required to travel out of country on company business may apply for travel insurance before leaving. Cost of the travel insurance will be covered by the company upon providing proof of insurance.

## **LEAVES OF ABSENCES TO TRY ALTERNATE EMPLOYMENT OPPORTUNITIES**

This letter of understanding sets out the details and conditions reached between the Union and Company regarding Leave of Absences for employees to try alternate employment opportunities.

1. Employees will be granted a one-time up to six (6) months leave of absence if they are on a pending lay-off notice.
2. Employees must provide a copy of the necessary Time off Request Form (T.O.R.F.), completed two weeks prior to a leave of absence start date request.
3. The Union and the Company agree that this L.O.U. will not serve as a precedent or in any way prejudice the Union's or Company's rights or position in any other situations.
4. Benefit coverage will expire at the end of the third calendar month (CBA Schedule "D", item 7(b)).

## **SKILL LEVEL UPGRADE**

The Company agrees to develop training programs to increase employee flexibility and skill level of its employees. The purpose of training is to provide employees with the necessary skills to fill in on processes in case of absences and vacations. The Company will first provide opportunities for training to volunteers. Employees so selected will be assigned for training by seniority. In the event that an insufficient number of employees volunteer for training, then non-bid employees may be assigned for training at the discretion of the Company up to 3% of the active workforce level.

The Company and Union agree that any employee scheduled for training will be for a maximum period of fifteen (15) days within a calendar year. During such assignment the employee will continue to receive the rate of pay of their current bid classification or the rate of the training assignment, whichever is greater.

The Company and Union agree to act jointly to establish and develop skill level upgrading programs and to jointly oversee the implementation of these programs.

It is further agreed that the Company will require the ability to backfill any void created due to the skill level upgrading program. Vacancies will be filled in accordance with Article 15.

## **WORKFORCE REDUCTION PLAN**

The Workforce Reduction Plan (WRP) will be offered to employees where permanent layoffs are to occur. The WRP allows employees to voluntarily accept a permanent layoff in order to preserve the employment of a fellow bargaining unit member, by permanently laying off employees in reverse order of seniority. Employees will be provided with Employment Standards Act working notice of termination prior to being permanently laid off.

Under the WRP, employees will be offered their severance pay entitlement under the Employment Standards Act and Collective Agreement.

The severance pay entitlement will be calculated according to the following formula: one week's severance pay per year of service, plus a prorated amount for a partial year of service, to a maximum of 26 weeks' pay.

The amount of severance pay received will be reported to Employment Insurance (EI) under the WRP. EI will then provide EI benefits to qualifying employees in accordance with the EI rules, regulations and policy.

The WRP is conditional upon approval by EI. In the event that temporary or permanent layoffs are necessary, employees who have not selected and/or qualified for the WRP will receive their regular notice of termination and severance pay

entitlement under the ESA and the Collective Agreement.

### **LETTERS OF UNDERSTANDING**

The Company agrees to abide by the Employment Standards Act, 2000, as amended from time to time, as it pertains to layoff notice requirements. If the act is amended, the Company and the Union will meet to discuss how any such amendments will be dealt with.

### **LETTER OF UNDERSTANDING RE: SUB PLAN**

This is to clarify the wording between the CBA language and the SUB plan in regards to recall from layoff.

For clarifications purposes, “elect to remain on layoff” Item 18 (a), (i) on page 37 of the Collective Agreement is not deemed as “refused to accept work when recalled” as per eligibility for benefits Item 5.02 on page 16 in the SUB Plan.

This letter of clarification will remain in place until the expiration of the present Collective Agreement (April 1, 2017 – March 31, 2020).

### **LETTER OF UNDERSTANDING RE: HOLDING EMPLOYEES ON JOB BIDS**

This letter of understanding sets out the details and conditions reached between the Union and

Company regarding the transfer of employment into a job bid in accordance with Articles 14 and 15 of the Collective Agreement.

- 1) The Company and the Union agree that an employee may be held on his/her current job for up to two weeks before he/she is transferred into their new job bid position.
- 2) The week in which a successful employee is identified on a bid is not included as one of the two weeks mentioned above.
- 3) The Company and the Union will review and may mutually agree that an extension to the two week hold period may occur when one or more skilled operator(s) bid out of his/her current department resulting in poor customer service due to lost production time.
- 4) The Union and Company agree that this Memorandum of Agreement will not serve as a precedent or in any way prejudice the Union's or Company's rights or position in any other situations.
- 5) The terms of this agreement will be in effect until the end of the current collective agreement.

## **LETTER OF UNDERSTANDING RE: MEAL REIMBURSEMENT**

This letter of understanding sets out the details and conditions reached between the Union and Company regarding Meal Vouchers for overtime.

- 1) The Company and the Union agree that Meal Vouchers will be issued to an employee who is on his/her eleventh (11th) hour of consecutive work.
- 2) \$10.00 meal reimbursement shall be provided on the employee's next pay stub.
- 3) The Union and Company agree that this Memorandum of Agreement will not serve as a precedent or in any way prejudice the Union's or Company's rights or position in any other situations.
- 4) The terms of this agreement will be in effect until the end of the current collective agreement.

## **LETTER OF UNDERSTANDING RE: MILL TRAINERS**

This Letter of Understanding sets out the details and conditions of the agreement in principle

reached between the Company and Union on December 17 2013 regarding the utilization of key skills sets for the purpose of training Mill Operators. The Company and Union agree to establish and develop a new approach for Mill Operator training at the Woodstock facility. This will include the use of designated Mill Operator trainers.

The trainers will be a current bid Mill Operator. Assuming skills are available and applying the seniority clause, employees may volunteer to be the designated trainer within the department. There will be a minimum of two trainers. One will focus on Mills 8&9 while the second trainer will focus on 6&7 Mills.

When scheduled as a trainer, the employee will receive an additional dollar per hour over their current base rate of pay for the full shift hours during the training role. It is further agreed that should a special situation arise during the development and implementation of these mill training programs and positions the Company and Union will work to resolve any issues.

This Letter of Understanding will not serve as a precedent or in any way prejudice the rights or position in any other situation of the Union or Company.

**LETTER OF UNDERSTANDING  
RE: USE OF SINGLE DAYS FOR  
UNPAID VACATION ENTITLEMENT**

The parties agree that, commencing in 2015, those employees who are eligible for the one (1) additional vacation week, without pay, pursuant to Schedule "C" 3(i) must declare one of the following options to their supervisor by February 28, 2015 in order to designate their one additional vacation week without pay.

- Option one:** Week to be scheduled as a full week off without pay.
- Option two:** Week to be scheduled as single days off without pay, with the request made to the supervisor at least seven days in advance.

The use of single days off is subject to supervisor approval.

This letter of understanding will be reviewed by the parties by January 31, 2016 to assess it's continuation, or removal.

**LETTER OF UNDERSTANDING  
RE: TRAINING RATE**

This letter of understanding sets out details and conditions reached between the company and the union regarding training for work assignments



requiring a certification as directed by the employer. Examples presently of such would be: Lift truck operators, crane operators, confined space, and fall arrest certifications, but not limited solely to these examples.

It is acknowledged and agreed that all employees who volunteer to train and accept the responsibility to act as trainer on behalf of the Company will receive an additional wage allowance of fifty cents (\$0.50) per hour, over and above their regular base rate for the full shift hours during such training role.

The union and the company agree that this LOU will not serve as a precedent or in any other way prejudice the union's or the company's rights or positions in any other situation. It is further agreed that this LOU will not alter or amend the collective agreement in any way.

The union and the company as well agree that should any additional training requirements become necessary, that the parties will meet to discuss any circumstances that may arise and will work to find mutually agreeable solutions to the issues.

**LETTER OF UNDERSTANDING**  
**RE: TRANSFER OF WORK FROM MILLWRIGHT**  
**INTO TOOL & DIE CLASSIFICATION**

This letter of understanding sets out the details and conditions reached between the Union and the Company regarding the transfer of work from the Millwright classification into the Tool & Die classification.

1. The Union and the Company agree that to more fully engage the Tool & Die work force and to seek full employ of this group that the Carpentry work presently being performed by the Millwright group (i.e. impeder hoods etc.) may relocate into Tool & Die group and shall become a shared work assignment between the two trades groups.
  
2. It is further agreed that if there should be a cut back within the Millwright group that these carpentry work assignments shall revert back to the Millwright mechanical group.
  
3. The Union and the Company agree that this L.O.U. will not serve as a precedent or in any way prejudice the Union's or the Company's right(s) or position(s) in any other situation.

## **LETTER OF UNDERSTANDING SKILLED TRADES MAINTENANCE SUPPORT**

This Letter of Understanding sets out details and conditions reached between the Union and the Company regarding the removal of the Skilled Trades continuous run and maintenance zone language. The parties hereto agree as to the following:

1.
  - a. Maintenance support principles will apply to breaks, lunch period and shift changes.
  - b. Electricians, Millwrights, Tool and Die, and the plumber are included in the skilled trades maintenance support.
  - c. The maintenance support responsibilities will be shared equally between all Trades Personnel, regardless of seniority. Rotation of responsibilities will be shown on the master shift schedule.
  - d. Lunch periods and breaks for Skilled Trades will be staggered as follows when support has been provided:

12:00 - 8:00            8:00 - 4:00            4:00 - 12:00

	2:15 - 2:30 a.m.	10:15 - 10:30 a.m.	6:15 - 6:30 p.m.
Support	2:30 - 2:45 a.m.	10:30 - 10:45 a.m.	6:30 - 6:45 p.m.
	4:30 - 4:55 a.m.	12:30 - 12:55 p.m.	8:30 - 8:55 p.m.
Support	4:55 - 5:20 a.m.	12:55 - 1:20 p.m.	8:55 - 9:20 p.m.

- e. It is the responsibility of the Skilled Trades personnel to notify their Supervisor to have a replacement Tradesperson to continue with breakdowns/planned work.
- f. When a shift trade request between employees occurs, it is understood that the person(s) trading assume(s) the scheduled maintenance responsibilities.
- g. When a Tradesperson who is identified to provide the support responsibilities per the schedule, is absent due to vacation, sick, LOA, etc., and the company decides to continue with maintenance support in their absence, the Senior Tradesperson through to the most Junior Tradesperson on shift, will be given a choice to provide the maintenance support responsibilities due to the absence. Failing to get a volunteer the most Junior Tradesperson in the affected classification on shift will be assigned the responsibilities.

## MAINTENANCE SCHEDULE

Trades persons will be assigned to work initiatives as outlined in a weekly schedule. Assignments of work will be shared equally and fairly among all trades within each skilled trades classification and the rotation of responsibilities will be shown on the master shift schedule.

- h. Vacation scheduling and overtime equalization will be per the Collective Agreement.
- i. Change of Shift – If it becomes necessary to schedule a change of shift, the senior through to the most junior Tradesperson on the identified shift from which to change from, will be given the first opportunity to change shifts (Apprentices with less than 6,000 hours will not be included).

Shift changes must be approved by the Maintenance Manager only. Production must not be adversely affected.

- j. Trades personnel will support Maintenance Support as per the Collective Agreement.
- k. All Trades person(s) will be responsible to report their activities accurately in the data system (on-line reporting) as outlined by the reliability

group. (i.e. for Planned and breakdown work). Examples can include but not limited to:

- Start and End Times
- Reason for Failure
- Corrective Action Taken  
Recommendations

\* NOTE: The reliability group will provide direction and training as required.

- l. In the event of a cutback(s) or additional requirement(s) of trades personnel on a shift, the senior through to the most Junior Tradesperson(s) will be given the first opportunity to be transferred to an open shift (i.e.: per the weekly schedule only).
- m. The Company will ensure that adequate refrigerators, microwaves, etc., will be supplied in designated trades lunchroom areas.
- n. The Company will supply all necessary tools and related equipment to make the Maintenance activities as efficient as possible. All equipment, etc. must be justified and proven to be cost effective to the Company.
- o. The Company will supply adequate trades change room areas. The current shower facility in the tool & die washroom

will be available primarily for the skilled trades personnel. The shower facility will also be available in emergency situations.